



Work Order

This document is a Work Order according to the definitions contained within the provisions of the Services Delivery Agreement (SDA) dated **10th SEPTEMBER 2025**, between **BLOOM PROCUREMENT SERVICES LTD** and **CAPITAL & CENTRIC (OFF THE WALL) LTD**.

Except where stated herein, all the clauses and conditions specified in the said supplier terms are included herein by reference and form part of this Work Order.

For the avoidance of doubt, the Bloom Standard Terms & Conditions (only where applicable), the SDA and this Work Order constitute the contract between Bloom and the SPS Provider and are hereinafter referred to collectively as the Supplier Terms.

We are delighted to advise that **BLOOM PROCUREMENT SERVICES LTD** have been authorised to obtain the following services on behalf of the Authority.

Project Number:	Project_7513 Contract_18077
Project Name:	NEPRO3 - Placemaking Design & Planning Application Consultancy
SPS Provider:	CAPITAL & CENTRIC (OFF THE WALL) LTD
For the Attention of:	
E-mail:	
Telephone Number:	
Address:	Neptune Mill, 64 Chapelton Street, Manchester UNITED KINGDOM OF GREAT BRITAIN AND NORTHERN IRELAND M1 2WQ

Description of Specialist Professional Services / deliverables required:

Capital & Centric (Off the Wall) Ltd (C&C) have been appointed by Bloom Procurement Services Ltd on behalf of Huntingdonshire District Council (HDC) to develop a design for a placemaking development in each town and submit a planning application for each.

C&C will be responsible for appointing sub-consultants to develop the scope of work in addition to procuring surveys, investigations and other works to enable the delivery of a planning application.

Scope of Contract

The key outputs from C&C are to be as follows:

- Develop a design that maximises the viability of the developments.
- Award-winning designs that compliment and is sympathetic to the town setting whilst being aspirational and stimulates regeneration.
- Early engagement with key stakeholders and the public
- Options analysis throughout the process resulting in a robust development appraisal.
- A RIBA stage 3 planning design.
- Appointment of design team and procurement of surveys.
- A public consultation event linked to the planning of each scheme.
- The submission of a planning application.

The projects will be managed through Gateways controlled by HDC to enable HDC to review and manage progress. A business case will be developed and updated by the developer throughout the process and regular meetings to be held with HDC. The two gateways are as follows:

GATEWAY 1 - CONCEPT DESIGN.

This includes the initial conceptual design work which reflects RIBA stage 1 and 2. Other costs including surveys, site investigations and a placemaking event. The output from this stage will be the submission of a pre-planning application.

GATEWAY 2 - PLANNING.

The planning stage allows the development of the detailed planning design of RIBA stage 3. During this stage the concept design will be developed to form a detailed planning application. This will include the procurement and creation of detailed reports required for the planning process in addition to a detailed co-ordinated design. During this period a public consultation event will be held in each town to get public opinion on the proposed developments.

The provision of funds under this Agreement is on a drawdown basis and does not constitute a guarantee or commitment by HDC to provide future business or additional funding to C&C. Each drawdown request will be reviewed and approved independently by HDC on a Task Order basis and formalised through a contract variation using the Bloom Change Control Procedure.

HDC will have complete control over the process and C&C Consultant will be required to pass through clear gateways before they can progress to the next stage. To control the process the following measures will be put in place:

- **Gateways:** There are two key Gateways under the appointment. These are key points in the project where C&C Consultant cannot continue to progress work until they have received formal approval from HDC that they are satisfied with the work completed.
- **Project Board:** A project board which would have key members of HDC along with C&C Consultant. Progress would be reported on a regular basis to suit HDC. Key decisions and progress would be reported.
- **Working Group:** C&C Consultant will work autonomous but would look to have in place a working group of relevant officers from HDC who would be able to input into the scheme and be provided with an update and an opportunity to influence the development.
- **Financial Reporting:** C&C Consultant would provide monthly update reports which would include financial reporting against the budget.

The purpose of the above measures is to ensure HDC have control over the outputs from the development and to ensure the HDC's objectives are met.

Milestones

Line Item	Description	Completion Trigger	Start Date	End Date
Gateway 1- Pre-planning application	Submission of pre-planning application to the local authority for all three towns.	Monthly payments in accordance with forecasts and drawn down. Submission of Supplier Payment Request in accordance with agreed 8-hour day rate.	20/08/2025	31/01/2025
Gateway 2- Planning	Submission of a planning application for all three projects.	Monthly payments in accordance with forecasts and drawn down. Submission of Supplier Payment Request in accordance with agreed 8-hour day rate.	01/01/2026	31/08/2026

Service Levels and Key Performance Indicators (KPIs)

	Service Description	Service Level	Measurement of Service Level	Consequence of Failed Service Level
A	Submission of pre-app	N/A	Successful pre-application	Ability to resubmit but failure to progress to next gateway. Payment can be withheld until satisfactory completion.
B	Submission of planning application	N/A	Planning approval	Ability to resubmit but failure to progress to next gateway. Payment can be withheld until satisfactory completion.

C	Public consultation	N/A	Good attendance and engagement on submissions	Ability to terminate contract. Payment can be withheld.
Contract Management (Measuring Success and Review)				
Contract Management arrangements will be carried out in line with the Services Supply Agreement (SSA) by submitting a Supplier Payment Request.				
Special Licences, Consents, Conditions Required as Part of the Deliverables?			N/A	
Specialist Professional Services Category (Primary)			Social Value and Regeneration	
Specialist Professional Services Category (Secondary)			Regeneration	
Commencement Date			20/08/2025	
Completion Date			31/08/2026	
Total Price Payable All prices to include the 5% Delivery Partner's Managed Services Fee excluding VAT. Expenses are exempt of the 5% Delivery Partner's Managed Services Fee. Payment terms are in accordance with the SPS Contract			Total: £2,000,000	
Purchase Order No			066709	
Details of Agreed Expenses			N/A	
Agreed Payment Schedule (Milestone schedules to be detailed below)			Payment (Milestones)	Detail: Consumption Based - Monthly Payments in accordance with Payment Schedule
			Payment in full option	
			Other	
Insurance Cover Required				
Public Liability		£5,000,000	Per claim basis	
Employers Liability		£5,000,000	Per claim basis	
Professional Indemnity		£2,000,000	Per claim basis	
Any Further Specific Requirements		Data Protection The SPS Provider understands that in relation to the Data Protection Legislation it is a Data Sub-Processor on behalf of Bloom and Bloom is		

	a Data Processor on behalf of the Relevant Authority in respect of any Personal Data that is passed from the Relevant Authority to Bloom and from Bloom to the SPS Provider
--	--

The attached Data Protection Schedule Annex 1 and where appropriate Annex 2 shall be completed in respect of this project.

Delivery Partner Responsibilities

For the avoidance of doubt the Delivery Partner's role, duties and responsibilities are expressly set out in the Supplier Terms and no other implied role, duty or responsibility, shall be applied to the Delivery Partner.



Invoicing procedure

The SPS Provider shall complete and submit a Payment Request/Highlight Report via the Technology Platform. This will initiate the Self-Billing Process once approved by the Authority or requirement owner.

Milestone reporting and Payment (Subject to agreed Payment Request/Highlight Report)

Description		Deliverables	Invoice Frequency	Total Price
1.1	Payment Schedule 1 – Project_7513 – PO: 066709 – NEPRO3 Placemaking Design & Planning Application Consultancy – Consumption Based	As set out in the Description of Specialist Professional Services	Monthly Payments to be made between 30/09/2025 – 31/08/2026 The submitted Monthly Invoice will reflect the actual hours worked against the project for the month in agreement by the Contracting Authority. In accordance with the agreed Rate Card below. (inclusive of the 5% Delivery Partner's Managed Services Fee excluding VAT).	£2,000,000
Total:				£2,000,000

Total Price	Commencement Date	Currency
£2,000,000	20/08/2025	Pounds Sterling

Day Rate Card

Day Rates inclusive of the 5% Delivery Partner's Managed Services Fee excluding VAT.

Title	8 Hour/Day Rate
Consultant 1	
Consultant 2	
Consultant 3	
Consultant 4	



Acknowledgment re supervision and control of SPS Provider personnel

By signing this Work Order and agreeing to the Supplier Terms, the SPS Provider confirms for the duration of the Services provided (subject to the contractual terms governing the Services to be provided):

1. The SPS Provider shall procure that its personnel do not act or operate in a manner which could be perceived in such a way as to infer that the SPS Provider's personnel are employees of the Authority;
2. The SPS Provider shall always ensure that the Authority shall not supervise or control the work being carried out by the SPS Provider's personnel;
3. The SPS Provider is free to determine the personnel it uses to provide the services provided that all personnel meet the standards specified by the Authority (including security clearances where applicable);
4. The SPS Provider shall not assume any line management responsibility for any of the Authority's employees;
5. The SPS Provider shall use their own equipment to deliver the Services, except where the provision of equipment by the Authority is necessary for security purposes;
6. The SPS Provider shall determine their own place and hours of work, except where the nature of the project naturally enforces restriction e.g. attending project meetings at client site during business hours;

If at any time, the SPS Provider fails to comply with the above terms, this shall amount to a material breach of the Work Order which is not capable of remedy for the purposes of the termination clause of the SDA and this Work Order will be terminated with immediate effect. If the SPS Provider breaches these provisions it may be liable for the payment of income tax or national insurance contributions.

ANNEX 1 – to record permitted project specific processing of personal data.

1. The Contractor shall comply with any further written instructions with respect to processing by the Data Controller.
2. Any such further instructions shall be incorporated into this Schedule and this Schedule may be amended at any time during the Term by agreement in writing between the Data Controller and the Contractor to ensure that the description and detail set out in this Schedule with regard to the processing of personal data reflects the arrangements between the Parties, is accurate and is compliant against the Data Protection Legislation.

No	Description	Details
1	Subject Matter of the Processing	The processing of personal data in relation to the obligations of the SPS Provider as the supplier under the contract for Specialist Professional Services
2	Duration of the Processing	20/08/2025 to 31/08/2026
3	Nature and Purposes of the Processing	The nature of the processing includes the collection, recording, organisation storage, retrieval, use, disclosure by transmission, dissemination or otherwise making available, erasure or destruction of data (whether by automated means). The purpose of the processing is the fulfillment of the SPS Providers obligations arising under the Work Order for the provision of specialist professional services and to ensure effective communication between the SPS Provider and the Authority.
4	Type of Personal Data	For the purposes of the contract, the Authority will disclose the following information directly to the SPS Provider: Pam Scott Head of Economy, Regeneration and Housing Delivery 07874 887465 Pamela.scott@huntingdonshire.gov.uk
5	Categories of Data Subject	Personal data relating to the Authorities staff (including temporary or agency staff) concerned with the Work Order
6	Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The SPS Provider agrees that all data supplied will be retained no longer that is necessary after the expiry or termination of the Work Order and shall be destroyed as soon as practicable.

ANNEX 2

1. This Annex lists the sub-processors that the Data Controller has authorised the Contractor to use in accordance with the Supplier Terms.
2. The Data Controller may, at any time and upon such notice as is reasonable in the circumstances, withdraw its approval in relation to any or all sub-processors listed within this Annex and upon such withdrawal the Contractor must immediately cease using that sub-processor.
3. If the Contractor wishes to propose a new sub-processor for approval, it must provide written notice to the Data Controller detailing the identity of the proposed sub-processor, the nature of the sub-processing and confirmation that a written contract in relation to the sub-processing is in place between the Contractor and the sub-processor. The Data Controller must not unreasonably refuse or delay approval.
4. The Data Controller may at any time and upon reasonable notice request copies of the contracts between the Contractor and its approved sub-processors in relation to the sub-processing.

Sub-contractor details: (name, address and company registration number)	Nature of sub-processing:	Commencement date and term of contract between Contractor and Sub-processor:
Shed K.M. Limited 03395362 Suites 2 and 3, 2 nd Floor, Tempest, 12 Tithebarn Street, Liverpool, L2 2DT	Architect	20/08/2025 – 31/08/2026
DeSimone Consulting Engineering UK, Limited. 12508686 30 Crown Place, London, EC2A 4ES	Structural Engineer	20/08/2025 – 31/08/2026
RJD Associates (North West) Limited 05237923 157-159 Burnley Road, Padiham, Lancashire, BB12 8BA	Principal Designer	20/08/2025 – 31/08/2026

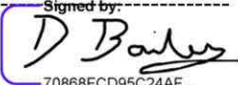
Signature Area

Signature Area

Organisation Name:
Bloom

Role/Title:
Non-Executive Director & Chair

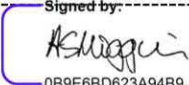
Name:
David Bailey

Signature:  Signed by: -----
70868FCD95C24AF...

Organisation Name:
CAPITAL & CENTRIC (OFF THE WALL) LTD

Role/Title:
Co-Founder

Name:
Adam Higgins

Signature:  Signed by: -----
0B9E6BD623A94B9...