



**Financial Viability Assessment Report prepared on
behalf of Urban Group
Cliff Hill, Leak Hall Crescent, Denby Dale, HD8 8QS**

November 2023

Executive Summary

Avison Young has been instructed to undertake a Financial Viability Assessment on behalf of Urban Group. The assessment relates to the proposed development of land at Cliff Hill, Leak Hall Crescent, Denby Dale, HD8 8QS. The proposals are to form the basis of an application for full planning permission and comprise a new residential development of 62 dwellings.

The property which forms the subject of this report comprises of an irregularly shaped parcel of land situated to the east of Cumberworth Lane extending to 4.90 acres (1.98 ha), gross. This parcel of land will comprise all the proposed development and it is therefore referred to as 'the site' or 'the property' hereafter. At the present time, the site comprises mostly of undeveloped grazing land.

Financial viability for planning purposes is defined within the RICS guidance note (GN94/2012) as 'An objective financial viability test of the ability of a development project to meet its costs including the cost of planning obligations, while ensuring an appropriate site value for the landowner and a market risk adjusted return to the developer in delivering that project. To improve clarity and accountability it is an expectation that any viability assessment is prepared with professional integrity by a suitably qualified practitioner and presented in accordance with National Planning Guidance. Practitioners should ensure that the findings of a viability assessment are presented clearly.

In this respect, we understand that this report is to be submitted to the Local Planning Authority (LPA) for due consideration in support of an application for full planning approval on the site. We confirm that we have undertaken all necessary due diligence to inform and support our assessment. We also confirm that we have taken full account of relevant published guidance in respect of the independent assessment of Financial Viability in Planning. This specifically includes the guidance note, Financial Viability in Planning, issued in 2012 by the RICS. Whilst not mandatory, adherence to RICS guidance notes is considered to represent 'Best Practice'. In addition, we have taken full account of the Financial Viability in Planning: Conduct and Reporting RICS Professional Statement dated May 2019, which contains mandatory requirements. We have also given due consideration to the Government's National Planning Policy Framework (NPPF). This framework was updated in July 2021 and includes the Planning Policy Guidance (PPG) for viability.

We have considered the financial viability of the proposed development by considering both the Existing Use Value of the site and the Benchmark Land Value, in reference to evidence of comparable land transactions. We have also considered the level of return for the developer based on the proposed scheme.

In this respect, our assessment has identified the following outputs:

- Existing Use Value (EUV) - **£73,500**
- Minimum Benchmark Land Value - **£2,550,000**
- Developer's Profit with assumed policy compliant scheme (i.e. 20% affordable housing) **6.91% Profit on GDV**
- Developer's Profit with wholly non-policy compliant scheme (i.e. 0% affordable housing) **14.67% Profit on GDV**

We have appraised two scenarios in support of this viability assessment and in keeping with acceptable practice, have undertaken sensitivity analysis to identify the impact of these scenarios of the level of return for the developer. In each scenario, we have considered the viability of the proposed development based on an assumed policy compliant Section 106 Agreement scheme and a non-policy compliant scheme. In each scenario however, we have assumed the per dwelling monetary contribution in respect of additional Section 106 Agreement obligations, as advised by the Developer.

The report has been prepared and signed by Dai Powell MRICS, a Director and RICS Registered Valuer in the Avison Young Land and Development team. Input has also been provided, along with review and panelling by Joe Wherity MRICS, an Associate Director in the same team. We confirm that these individuals have the necessary qualifications, knowledge and experience to provide this advice.

We confirm that we believe that this report represents a robust independent assessment of the financial viability of the proposed development. We confirm that in completing this report, we have acted with objectivity, impartially, without interference and with reference to all appropriate sources of information.

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Appendix II	Abnormal Costs
Appendix III	Development Appraisal of Policy Compliant Scheme (12 affordable units)
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Prepared By: Dai Powell MRICS, Director and RICS Registered Valuer.

Review and panelled by Joe Wherity MRICS, Associate Director.

Status: FINAL

Date: 9 November 2023

For and on behalf of Avison Young (UK) Limited

1. Instructions

Avison Young has been instructed to undertake a Financial Viability Assessment of a proposed development on behalf of Urban Group. A copy of our Letter of Instruction is attached at Appendix 1.

The assessment is concerned with the proposed redevelopment of the site known as Cliff Hill, Leak Hall Crescent, Denby Dale, HD8 8QS. The proposals are to form the basis of an application for full planning permission and comprise a new residential development of 62 dwellings. The proposed scheme will be a high-quality development, providing a collection of one, two, three and four bedroom properties, with a mixture of terraced, semi-detached and detached dwelling types. The new development will be situated within the established residential area of Denby Dale.

We understand that this report is to be submitted to the Local Planning Authority (LPA) for due consideration. In this respect, we confirm that we believe that it represents a robust independent assessment of the financial viability of the proposed development.

Reliance

In preparing this assessment we confirm that we have relied upon the following documents which have been provided to us by Urban Group, subject to the independent verification and scrutiny of details by ourselves where necessary: -

- Proposed scheme layout prepared by Brewster Bye Architects
- Proposed abnormal costs by Urban Group

In undertaking this assessment, it has been necessary to make various assumptions based on our own knowledge and experience of the Denby Dale residential market and development sector. Any assumptions made, and the supporting rationale, are clearly stated within this report.

Date of report

The date of the report is November 2023. However, it is important to note that in undertaking this report and the accompanying viability appraisals, it has been necessary to consider evidence, which is historical, as is the case when considering comparable evidence.

We confirm that this report is not provided as, and should not be regarded as, formal valuation advice in accordance with the latest edition of the Valuation – Global Standards effective from 31 January 2022 (the Red Book) as published by the Royal Institution of Chartered Surveyors. This report should not therefore be regarded or relied upon as formal valuation advice. It is provided to inform related parties on the financial viability of the proposed development and assist potential negotiations related to the proposed full planning application on the property and related considerations.

However, we confirm that we have undertaken all necessary due diligence to inform and support our assessment. We also confirm that we have taken full account of relevant guidance as published in respect of the independent assessment of Financial Viability in Planning. This specifically includes the guidance note, Financial Viability in Planning, issued in 2012 by the RICS (Ref. 1st Edition GN 94/2012). Whilst not mandatory, adherence to RICS Guidance Notes is considered to represent 'Best Practice'. In addition, we have taken full account of the Financial Viability in Planning: Conduct and Reporting, RICS Professional Statement dated May 2019, which contains mandatory requirements. We have also given due consideration to the Government's National Planning Policy Framework (NPPF) as referenced within both of the above documents. This framework was updated in July 2021 and includes the Planning Policy Guidance (PPG) for viability.

We confirm that in completing this report, no performance related or contingent fees have been agreed. We also confirm that we are not aware of any conflict or risk of conflict of interest which exists and prevents us from providing this advice.

2. Background

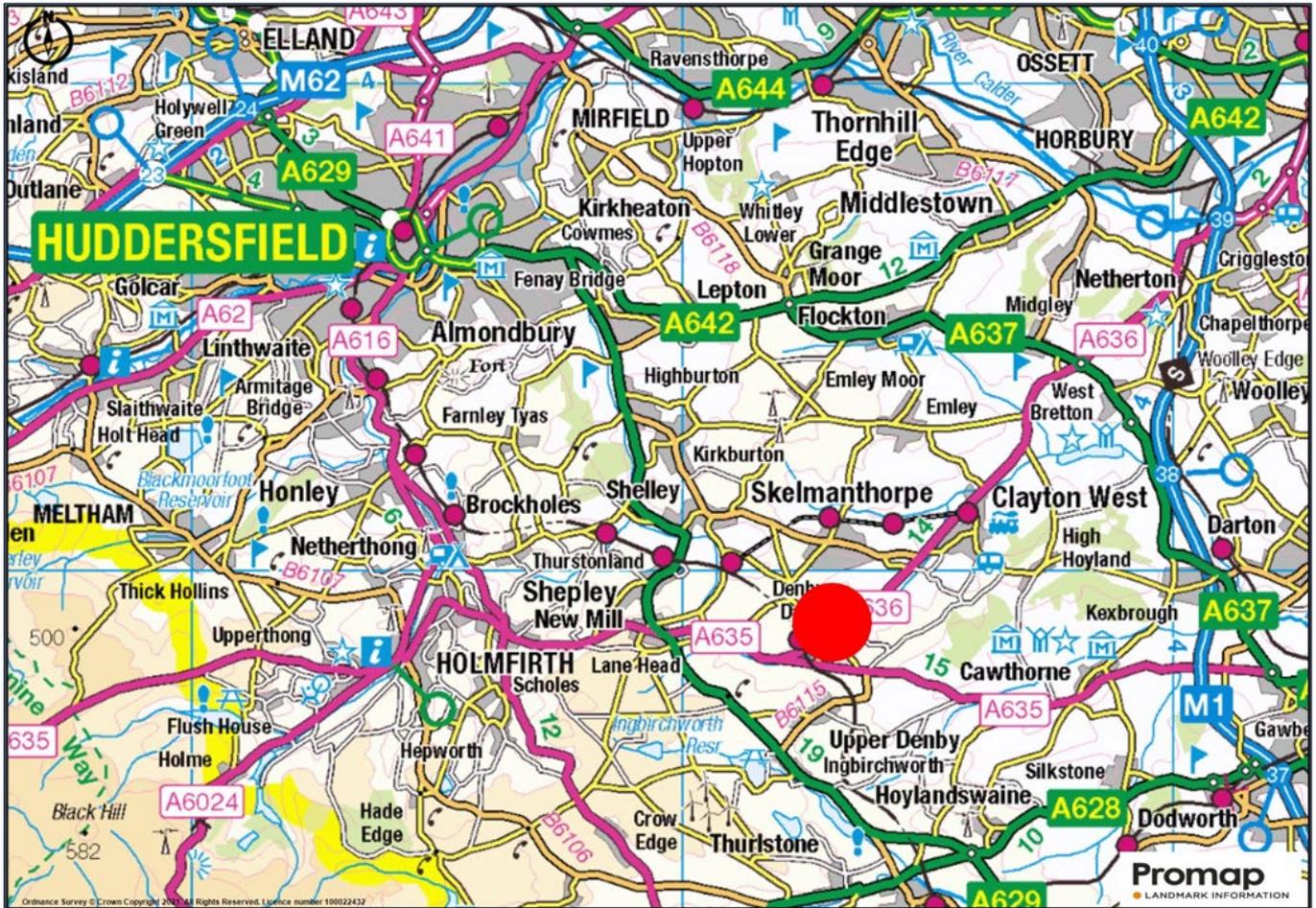
Location and Situation

The property is located in Denby Dale, a village and civil parish in the Borough of Kirklees in West Yorkshire. Denby Dale is situated approximately 9.6 miles to the south east of Huddersfield, 11 miles to the south west of Wakefield, 20 miles to the north west of Sheffield and 21 miles to the south west of Leeds.

Denby Dale benefits from a rail link which provides regular services to Huddersfield and Sheffield, with average journey times of 24 minutes and 53 minutes respectively. In terms of road connectivity, the A629, just to the west of the village of Denby Dale connects to the A628 in the south, which connects to Junction 37 of the M1, providing access to the wider UK motorway network. Conversely, the A629 connects to Huddersfield to the north.

The site itself is situated off Cumberworth Lane, opposite the Denby Dale Methodist Church. It is bounded to the south, east and west by existing residential accommodation and greenfield land to the north. The site is within easy walking distance of Denby Dale train station and several local amenities, including cafes, pubs, takeaways, a Nisa Local convenience store and a local vets practice.

The plan below identifies the location of the site within Denby Dale, in the context of the surrounding area.



Description

The property is an irregular shape. It slopes significantly down to the north, east and south from a high point close to the main five-bar gate access; the lowest point of the site being its south east corner. There are several overgrown and non-continuous hedgerow features within the property; indicating it may have been formed of more than one field in the past. Title plans also indicate this was likely to have been the case.

The immediate surrounding land use is a mix of predominantly residential and agricultural uses. Opposite and adjacent to the property is a Methodist chapel and a new housing scheme being constructed by Conroy Brook. The main village centre is situated along the A636 (Wakefield Road) a few hundred meters to the east of the subject property, where several pubs, restaurants and retail businesses are situated.

We attach a selection of photographs below which were taken from an inspection of the site which took place in September 2021:



The site.



Looking south west from the high point of the site.



Looking west from the high point of the site.



Bungalow at 277 Cumberworth Lane – unit was purchased to improve access on to the site.



Conroy Brook scheme opposite the site.



Site and backs of 275 and 277 Cumberworth Lane.

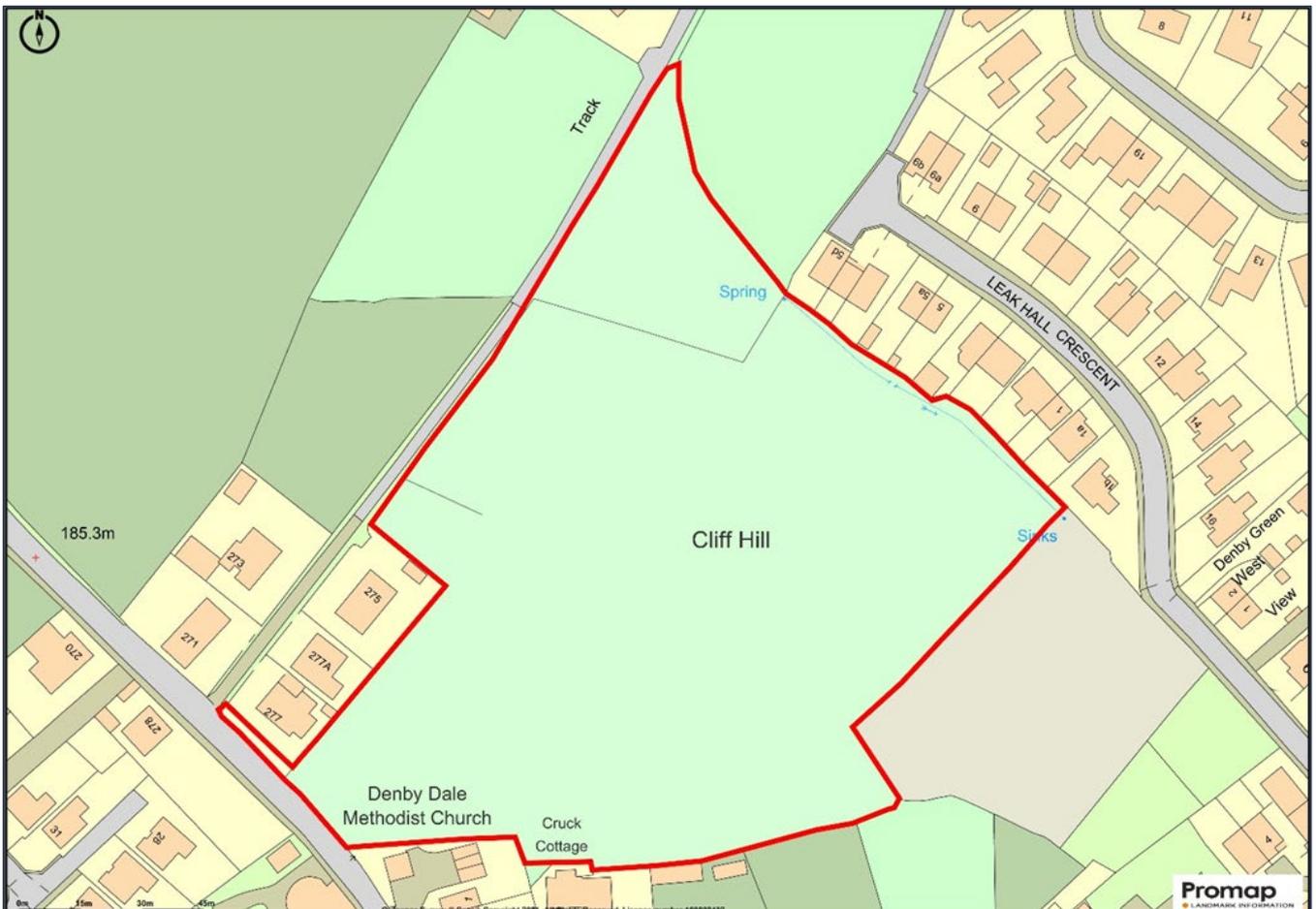


View south east down Cumberworth Lane towards the village centre.



View of 275 and 273 Cumberworth Lane from the site and the access lane that runs between these dwellings and the site .

The net development area is shown outlined in red on the plan below:



The site is not located in a conservation area and there are no listed buildings on site.

3. Planning Context

A Planning Statement has been compiled by the Developer. Avison Young provides a detailed assessment of the National Planning Policy Framework ("the Framework"). This section of the report outlines those elements of the documentation that are relevant to the subject site and this report.

National Planning Policy Framework (NPPF) (2019)

The Framework was updated on 20 July 2021 and sets out the Government's planning policies for England and how these are expected to be applied. At the heart of the Framework is the "presumption in favour of sustainable development" which for decision-making means: -

- "approving development proposals that accord with an up-to-date development plan without delay; or
- where there are no relevant development plan policies, or the policies which are most important for determining the application are out-of-date, granting permission unless:
 - I. the application of policies in this Framework that protect areas or assets of particular importance provides a clear reason for refusing the development proposed; or
 - II. any adverse impacts of doing so would significantly and demonstrably outweigh the benefits, when assessed against the policies of this Framework taken as a whole". The Framework defines sustainable development as three overarching objectives: economic; social; environmental. Paragraph 9 of the Framework says that the objectives "should be delivered through the... application of [its] policies", but that "they are not criteria against which every decision can or should be judged".

The focus of the Framework is on the delivery of new houses. Indeed, it confirms at Paragraph 60 that Government's objective is "significantly boosting the supply of homes". To help achieve that objective, the Framework requires local planning authorities to do several things, including ensuring that there is always a specific five-year supply of deliverable housing sites (Paragraph 74). The Framework sets out how housing land supply should be calculated and sets out the implications for planning application decision-making where an LPA cannot demonstrate a five-year supply of deliverable housing land.

There is a focus towards early engagement with Local Planning Authorities by developers, which the applicant has sought to do prior to the submission of a formal planning application.

Of reference is paragraph 58, which states that: "Where up-to-date policies have set out the contributions expected from development, planning applications that comply with them should be assumed to be viable. It is up to the applicant to demonstrate whether circumstances justify the need for a viability assessment at the application stage. The weight to be given to a viability assessment is a matter for the decision maker, having regard to all the circumstances in the case, including whether the plan and the viability evidence underpinning it is up to date, and any change in site circumstances since the plan was brought into force. All viability assessments, including any undertaken at the plan-making stage, should reflect the recommended approach in national planning guidance, including standardised inputs, and should be made publicly available."

The Planning Practice Guidance (“the Guidance”) provides greater detail regarding the inputs required in a Viability Assessment. We understand that in time this might lead to a standardised template, but that as yet has not been made available.

Regarding affordable housing, paragraph 65 states:

“Where major development involving the provision of housing is proposed, planning policies and decisions should expect at least 10% of the homes to be available for affordable home ownership, unless this would exceed the level of affordable housing required in the area, or significantly prejudice the ability to meet the identified affordable housing needs of specific groups. Exemptions to this 10% requirement should also be made where the site or proposed development:

- a) provides solely for Build to Rent homes;
- b) provides specialist accommodation for a group of people with specific needs (such as purpose-built accommodation for the elderly or students);
- c) is proposed to be developed by people who wish to build or commission their own homes; or
- d) is exclusively for affordable housing, an entry-level exception site or a rural exception site.”

Local Development Plan – The Kirklees Local Plan (2019)

The development plan applicable to this residential development is The Kirklees Local Plan which was adopted on 27 February 2019. The Local Plan is now the statutory development plan for Kirklees Council except for that part within the Peak District National Park. The Plan covers the period 2013– 2031. Planning applications must be determined in accordance with the development plan unless material considerations indicate otherwise.

The site is allocated for housing within the Kirklees Local Plan, under Policy HS144. The Council have expressed an openness through pre-application advice for the scheme to be developed, subject to appropriate proposals being put forward.

S.106 Contributions

Details of anticipated S106 contributions were provided as part of the pre-application response as follows:

Affordable Housing

The Kirklees Local Plan requires 20% affordable housing on all qualifying developments of more than 10 dwellings. The Kirklees Strategic Housing Market Assessment (SHMA) dated October 2016 sets out the current required affordable housing tenure split in Kirklees as 55% affordable rent and 45% intermediate tenure.

The Affordable Housing and Housing Mix Supplementary Planning Document adopted in March 2023 sets out that a development that triggers the need for affordable housing contributions is required to provide 25% of the affordable housing provision as First Homes. This 25% requirement should form part of the intermediate tenure split as identified in the 2016 SHMA.

Transfer values within Kirklees are set out in the Affordable Housing and Housing Mix Supplementary Planning Document adopted in March 2023 and details the price to be paid to the Developer by the Registered Provider or housing provider accredited by the Council for the affordable units within the scheme.

The figures below represent the price which will be paid for gross internal floorspace.

	Affordable & Social Rented		Intermediate	
	Sq m	Sq ft	Sq m	Sq ft
House / Bungalow	£861 m ²	£79.99 sq ft	£1,292 m ²	£120.03 sq ft
Flat	£861 m ²	£79.99 sq ft	£1,292 m ²	£120.03 sq ft

Education

A contribution of £97,444 is stated to be required.

Sustainable Travel Fund

A contribution of £47,031 is stated to be required.

Travel Plan Monitoring Fee

A contribution of £10,000 is stated to be required.

Biodiversity Net Gain

A contribution of £147,890 is stated to be required.

Community Infrastructure Levy (CIL)

Kirklees Council do not have a CIL schedule in place. It is noted that the Government have recently reiterated their intent to introduce a new Infrastructure Levy (IL) which will be intended, in time, to replace both CIL and S106 requirements.

4. Development Proposals

As detailed above, we have assumed that full planning approval has been obtained on these proposals for the purposes of our assessment.

The Developer has also provided us with a copy of their most recent accommodation schedule for the proposed development, produced by Brewster Bye Architects. We detail this below:

Reference	House Type Description	Area (sq ft)	Quantity	Total Area (sq ft)
Type A	2 bedroom semi-detached	766	1	766
Type A	2 bedroom end-terrace	766	5	3,830
Type A	2 bedroom mid-terrace	766	3	2,298
Type B	3 bedroom semi-detached	930	1	930
Type B	3 bedroom end-terrace	930	2	1,860
Type C	4 bedroom semi-detached	1,542	6	9,252
Type D	4 bedroom detached	1,441	4	5,764
Type D	4 bedroom semi-detached	1,441	4	5,764
Type D	4 bedroom end-terrace	1,441	3	4,323
Type D	4 bedroom mid-terrace	1,441	2	2,882
Type H	4 bedroom detached	1,527	4	6,108
Type K	3 bedroom semi-detached	1,077	3	3,231
Type K	3 bedroom end-terrace	1,077	10	10,770
Type K	3 bedroom mid-terrace	1,077	6	6,462
Type L	2 bedroom semi-detached	1,292	2	2,584
Type M	2 bedroom semi-detached	812	2	1,624
Type N	1 bedroom end-terrace	624	2	1,248
Type N	1 bedroom mid-terrace	624	1	624
Type P	4 bedroom semi-detached	1,195	1	1,195
TOTAL			62	71,515

The proposed development on the subject site also includes eight garages. The proposed garage on plot 1 has a floor area of 258 sq ft, whilst the remaining seven proposed garages have a floor area of 194 sq ft. We have included additional build costs and sales revenues for these within our appraisal of the proposed scheme in addition to accounting for the proposed garages within our CIL costs.

The proposed site layout has been informed by the topography of the site as well as the surrounding setting. The proposed road provides access to the site from Cumberworth Lane and then turns south east into the site to act as a spine road which services properties across the site. There is a mixture of properties serviced by highways and private drives.

The east of the site will include an attenuation tank and public open space on the subject property.

The proposal aims to make a positive contribution to the area, creating desirable places to live. We provide a copy of the site plan below:



As previously detailed, the Local Planning Authority policy is for developments of this size and nature to deliver 20% mixed tenure affordable housing, where this can be supported. In our assessment of a policy compliant scheme, we have therefore assumed the following notional tenure split:

- Private dwellings – 50 dwellings – 62,749 sq ft
- Affordable dwellings – 12 dwellings – 8,766 sq ft

For the purposes of our policy compliant assessment, we have notionally assumed the following accommodation and tenure split:

House Type	House Type Description	Area (sq ft)	Quantity	Total Area (sq ft)
Affordable Dwellings				
Type A	2 bedroom semi-detached	766	1	766
Type A	2 bedroom end-terrace	766	5	3,830
Type A	2 bedroom mid-terrace	766	3	2,298
Type N	1 bedroom end-terrace	624	2	1,248
Type N	1 bedroom mid-terrace	624	1	624
Total Affordable Dwellings			12	8,766
Private Dwellings				
Type B	3 bedroom semi-detached	930	1	930
Type B	3 bedroom end-terrace	930	2	1,860
Type C	4 bedroom semi-detached	1,542	6	9,252
Type D	4 bedroom detached	1,441	4	5,764
Type D	4 bedroom semi-detached	1,441	4	5,764
Type D	4 bedroom end-terrace	1,441	3	4,323
Type D	4 bedroom mid-terrace	1,441	2	2,882
Type H	4 bedroom detached	1,527	4	6,108
Type K	3 bedroom semi-detached	1,077	3	3,231
Type K	3 bedroom end-terrace	1,077	10	10,770
Type K	3 bedroom mid-terrace	1,077	6	6,462
Type L	2 bedroom semi-detached	1,292	2	2,584
Type M	2 bedroom semi-detached	812	2	1,624
Type P	4 bedroom semi-detached	1,195	1	1,195
Total Private Dwellings			50	62,749
TOTAL OVERALL			62	71,515

5. Approach to Financial Viability Assessment

To improve clarity and accountability it is an expectation that any viability assessment is prepared with professional integrity by a suitably qualified practitioner and presented in accordance with National Planning Guidance and industry guidance. Practitioners should therefore ensure that the findings of a viability assessment are presented clearly.

Financial viability for planning purposes is defined within the RICS guidance note (GN94/2012) as 'An objective financial viability test of the ability of a development project to meet its costs including the cost of planning obligations, while ensuring an appropriate site value for the landowner and a market risk adjusted return to the developer in delivering that project.'

The assessment of financial viability is therefore an accepted principle in national planning policy, in the context of delivering development. Planning policy identifies Existing Use Value (EUUV) as the starting point for assessing the uplift in value, or premium, which is required to incentivise the release of land. This must be considered having regard to the site value in the context of the development proposed. In this respect, the residual method is recognised as the basis for establishing site value in the context of a specific development proposal. It is therefore necessary to consider the EUUV in addition to the site value supported by the scheme when considering any uplift in value and financial viability.

The residual method, recognises that the value of a development scheme is a function of several elements:

- the value of the completed development, also known as the gross development value (GDV);
- the direct costs of developing the property;
- the return to the developer for taking the development risk and delivering the scheme;
- the cost of any planning obligations, and
- the cost or value of the site

The residual method of valuation is typically used in two basic ways. In the first instance (option one) it can be used to assess the level of return (profit) generated from the proposed project where the cost of the land is an input into the appraisal. In the second option it can be used to establish a 'residual site value' by inputting a predetermined level of profit. The consequential outputs of options one and two can then be compared to a benchmark to assess the viability of the scheme.

For the purposes of this assessment, we have adopted the first option. This can be expressed through the simple calculation below:

Gross Development Value (GDV) (minus) Total Costs (including Land Value) = Developer's Profit

The approach is to value the completed development as proposed, the Gross Development Value (GDV), which in this instance includes the value of the private sale and the affordable dwellings. Construction costs including housing build, externals, infrastructure, professional fees, development abnormalities and sale fees, etc. are then deducted from the resulting GDV. The amount by which the GDV exceeds the total cost equates to a surplus. This surplus can be used to support developer's profit, land value and other contributions or allowances.

Developer's Profit

A key element of viability is to allow a risk adjusted market return to the developer. Without this there is no commercial justification to a developer investing money into a site. Profit can be considered a reflection of development risk. Paragraph 018 of PPG states that 15% to 20% of Gross Development Value may be considered a suitable return to developers.

In our opinion, Denby Dale is a reasonably good housing market area. The site is situated in an attractive edge of town location, which benefits from a semi-rural position and aspect. There are several risks associated with the site, such as the significant levelling issues and retaining walls required, which have impacted on the amount of abnormal costs associated with the proposed development.

As a result, we would expect that a developer would require a profit of at least 17.50% on GDV to undertake a residential scheme on the subject site.

Sensitivity Analysis

We have appraised two scenarios in support of this assessment and in keeping with acceptable practice, have undertaken sensitivity analysis to identify the impact of these scenarios on the level of Developer's profit within the proposed scheme.

The first scenario considers the viability of the proposed development based on an assumed policy compliant Section 106 Agreement scheme. This assumes the provision of 20% mixed tenure affordable housing on site, together with an assumed per dwelling monetary contribution in respect of additional Section 106 Agreement obligations, as discussed in more detail in Section 3 of this report.

The second scenario assumes a non-policy compliant scheme, providing zero affordable housing but still providing the assumed per dwelling monetary contribution, in respect of additional Section 106 Agreement obligations.

Viability Assessment Approach

We have carried out this Viability Assessment on a desktop basis and have relied upon the information which has been supplied by the Developer, subject to our own independent assessment where necessary. We have also undertaken our own due diligence and applied our own knowledge and experience of the local market and development sector. This includes the assessment and interpretation of comparable evidence.

Our assessment of financial viability therefore considers the site's EUV and the value of the site, as supported by the proposed development. Typically, these values would be considered having regard to the level of premium that a landowner can reasonably be expected to require as an incentive to bring the site forward for the development intended, as defined by the guidance.

We have considered EUV based on the site's existing use as paddock, and/or grazing land. However, we believe it is also important to factor in the development potential of the subject site based on previous planning history and the planning policies specific to the site – i.e., a site with an extant allocation for housing development in this instance. We are of the opinion that this allocation adds significant value to the site and would affect the landowner's view as to what an acceptable price to accept for the subject site would be. In our view, this is a figure that is far closer to the value of the land with the benefit of planning permission for a compressive residential development scheme, as opposed to simply accepting its value as paddock/grazing land. Section 6 of this report discusses our opinion on the level of premium that might need to be applied to establish the Benchmark Land Value.

Furthermore, our assessment of financial viability also seeks to address what would be considered as an appropriate level of profit for a developer to deliver this scheme in the market.

In undertaking this exercise, we have used the Argus Developer software package for assessing residual land value. This package is widely used within the development industry.

We are satisfied that the approach we have adopted reflects current industry guidance and practices.

6. Viability Analysis

As detailed above, we have approached our assessment of financial viability by considering the site's Existing Use Value (EUV), plus a premium to take account of the strong prospect of securing residential development on the site. We have also considered what would be an appropriate level of profit or risk adjusted return for a developer to deliver this scheme in the market. We comment on each of these areas in turn, as follows:

Existing Use Value (EUV)

As the site currently comprises of agricultural grazing land, to establish the Existing Use Value, we have, in the first instance, considered comparable land transactions in the vicinity, for sites which have sold as agricultural grazing land.

We detail our evidence of relevant land transactions below:

Address	Size	Price	Date of Sale	Comments
Land at Cockley Hill Lane, Huddersfield, HD5 0HH	3.11 acres (1.26 ha)	£70,000 (22,508 per acre)	Jul-2023	<ul style="list-style-type: none"> Agricultural grazing land situated approximately 6 miles north of the subject site. Sold at auction.
Land Storth Lane, Wharnccliffe Side, Sheffield, S35 0DW	3.17 acres (1.28 ha)	£34,000 (£10,726 per acre)	May-2023	<ul style="list-style-type: none"> Grazing land situated approximately 10 miles south east of the subject site. Sold at auction.

Address	Size	Price	Date of Sale	Comments
Land of Hallas Lane, Kirkburton, Huddersfield, HD8 0UD	10.36 acres (4.19 ha)	£259,000 (£25,000 per acre)	Sep-2022	<ul style="list-style-type: none"> This site consisting of agricultural grazing land split was sold in three lots which sold for average of 25k per acre at auction.
Land at Smawell Lane, Notton, Wakefield, WF4 2NA	6.98 acres (2.82 ha)	£70,000 (£10,029 per acre)	Nov-2019	<ul style="list-style-type: none"> Grazing land situated approximately 8 miles east of the subject site. Sold at auction.
Land at Meltham, Holmfirth, HD9 4DJ	2.5 acres (1.01 ha)	£61,000 (£24,400 per acre)	Oct-2019	<ul style="list-style-type: none"> Agricultural grazing land situated approximately 7.5 miles north west of the subject site. Sold at auction.
Land at Main Road, Wharnccliffe Side, Sheffield, S35 0DR	1.24 acres (0.50)	£18,000 (£14,516 per acre)	Sep-2019	<ul style="list-style-type: none"> Grazing land situated approximately 8 miles east of the subject site. Sold at auction.
Land at Ewden Bank, More Hall Lane, Bolderstone, S36 3ST	7.46 acres (3.02 ha)	£65,000 (£8,713 per acre)	Sep-2019	<ul style="list-style-type: none"> Agricultural grazing land situated approximately 8 miles south east of the subject site. Sold at auction.
Land at Carrs Lane, Cudworth, S72 8EH	3.15 acres (1.27 ha)	£36,000 (£11,428 per acre)	Jul-2019	<ul style="list-style-type: none"> Agricultural grazing land situated approximately 10 miles east of the subject site. Sold at auction.
Land at Sandy Lane, Middlestown, Wakefield, WF4 4PP	1.98 acres (0.8 ha)	£36,000 (£18,182 per acre)	Jul-2019	<ul style="list-style-type: none"> Agricultural grazing land situated approximately 6 miles north east of the subject site. Sold at auction .
Lot 1B – Berry Moor House, Knabs Lane, Silkstone Common, S75 4RF	30.13 acres (12.19 ha)	£290,000 (£9,625 per acre)	Apr-2019	<ul style="list-style-type: none"> Agricultural grazing land situated approximately 5 miles south east of the subject site. Sold at auction.
Lot 1C – Berry Moor House, Knabs Lane, Silkstone Common, S75 4RF	32.94 acres (13.33 ha)	£290,000 (£8,804 per acre)	Apr-2019	<ul style="list-style-type: none"> Agricultural grazing land situated approximately 5 miles south east of the subject site. Sold at auction.

Address	Size	Price	Date of Sale	Comments
Lot 1D – Berry Moor House, Knabs Lane, Silkstone Common, S75 4RF	15.09 acres (6.11 ha)	£125,000 (£8,284 per acre)	Apr-2019	<ul style="list-style-type: none"> Agricultural grazing land situated approximately 5 miles south east of the subject site. Sold at auction.
Land off Cartworth Road, Holmfirth, HD9 2ST	21.35 acres (8.65 ha)	£177,000 (£8,290 per acre)	Apr-2019	<ul style="list-style-type: none"> Agricultural grazing land situated approximately 5.5 miles south west of the subject site. Sold at auction.
Lot 1 - Land off Broadstone Road, Cumberworth, Huddersfield, HD8 8YF	12.82 acres (5.19 ha)	£184,000 (£14,353 per acre)	Jun-18	<ul style="list-style-type: none"> Agricultural grazing land situated approximately 2 miles south west of the subject site. Sold at auction.
Lot 2 - Land off Broadstone Road, Cumberworth, Huddersfield, HD8 8YF	13.45 acres (5.44 ha)	£186,000 (£13,829 per acre)	Jun-18	<ul style="list-style-type: none"> Agricultural grazing land situated approximately 2 miles south west of the subject site. Sold at auction.

The transactional evidence obtained for agricultural grazing land in the search area of the subject site ranges between approximately £10,000 - £25,000 per acre. We believe that the sale price for the land at Ewden Bank and both plots at Berry Moor is lower than what we might expect the subject site to achieve. This is because we feel the subject site is in a better location, well connected to the local highway network, with better accessibility to market. However, the sale price of the land at Sandy Lane, Hallas Lane and Cockley Hill seem particularly high. Based on our experience we would normally expect agricultural grazing land values to be in the region of £12,000 - £16,000.

Based on the location of the subject site, the specific site characteristics and the comparable evidence listed above, we consider the agricultural grazing value of the site to be in the order of £15,000 per acre.

Benchmark Land Value

Para 013 of the PPG provides guidance on the issue of benchmark land values and states that:

“A benchmark land value should be established based on the Existing Use Value (EUV) of the land, plus a premium for the landowner. The premium for the landowner should reflect the minimum return at which it is considered a reasonable landowner would be willing to sell their land. The premium should provide a reasonable incentive, in comparison with other options available, for the landowner to sell land for development while allowing a sufficient contribution to comply with policy requirements. Landowners and site purchasers should consider policy requirements when agreeing land transactions. This approach is often called ‘Existing Use Value plus (EUV+)’”

In determining the benchmark land value, PPG states at Para 014 what factors should be considered when establishing the benchmark land value. It states that the benchmark land value should:

- Be based upon Existing Use Value (EUV);
- Allow for a premium to landowners;
- Reflect the implications of abnormal costs; site specific infrastructure costs; and professional fees; and
- Be informed by market evidence including current uses, costs and values. Where recent market evidence is used to inform assessment of benchmark land value this evidence should be based on developments which are compliant with policies, including for affordable housing. Where this evidence is not available plan makers and applicants should identify and evidence any adjustments to reflect the cost of policy compliance. This is so that historic benchmark land values of non-policy compliant developments are not used to inflate values over time.

We are of the opinion that the premium for the landowner would be dictated by the significant potential of the subject site for residential redevelopment, based on the site's previous planning history, pre-application discussions relating to the proposed scheme, and the planning status of the site.

In terms of planning status, the site is allocated for housing within the Kirklees Local Plan, under Policy HS144. The Council have expressed an openness through pre-application advice for the scheme to be developed, subject to appropriate proposals being put forward.

In line with PPG guidance, we have made reasonable endeavours to obtain the full transaction details of the evidence below and where appropriate, identified any adjustments necessary to reflect the cost of policy compliance (including affordable housing), or differences in the quality of land and site scale.

It should be noted certain information can be difficult to verify first-hand, given the lack of transparency within the residential sector, compared to other sectors. Also, each site and each development proposal have specific characteristics and factors which impact on value.

We detail our evidence of relevant land transactions below:

Address	Developer	Size	Price	Date of Sale
Land on the north side of Barnsley Road, Denby Dale	Yorkshire Country Properties	1.18 acres (0.48 ha)	£990,000 (£838,983 per acre)	Nov-21
Land on the north side of Barnsley Road, Denby Dale	Yorkshire Country Properties	1.39 acres (0.56 ha)	£900,000 (£647,482 per acre)	Nov-21
Land on the west side of Cumberworth Lane, Denby Dale	Conroy Brook	3.46 acres (1.4 ha)	£720,000 (£208,092 per acre)	Nov-17
Land at White House Farm, Towngate, Thurlstone	Newett Homes	2.51 acres (1.01 ha)	£1,322,000 (£526,693 per acre)	Mar-22
Land on the south east side of Station Road, Skelmanthorpe	Yorkshire Country Properties	1.98 acres (0.8)	£1,550,000 (£782,828 per acre)	Jul-21
Pilling Lane, Scissett	Redrow Homes	16.22 acres (6.6 ha)	£7,500,000 (£462,392 per acre)	Jan-18

Address	Developer	Size	Price	Date of Sale
Scotgate Road, Honley	Barratt David Wilson	8.2 acres (3.32 ha)	£5,400,000 (£658,536 per acre)	Dec-20
Land lying to the north west side of Scholes Moor Road, Scholes, Holmfirth	Miller Homes	YY94896 3.36 acres (1.36 ha)	£1,900,000 (£565,476 per acre)	Dec-17
Land on the west side of Stoney Bank Lane, New Mill, Holmfirth	Redrow Homes	YY104313 5.37 acres (2.18 ha)	£2,274,038 (£423,471 per acre)	May-18
Land on the North East side of Netherton Moor Road, Netherton, Huddersfield	Persimmon Homes	WYK406127 11.4 acres (4.61 ha)	£4,500,000 (£394,737 per acre)	Oct-21
Land on the south-west side of New Road, Tankersley, Barnsley	Rouse Homes	SYK88442 2.87 acres (1.16 ha)	£1,632,590 (£568,847 per acre)	Jul-19
Land on the east side of Cote Lane, Thurgoland	Alfa Homes	SYK674104 2.42 acres (0.98 ha)	£1,074,000 (£443,802 per acre)	Jul-19
Land on the East Side of Leeds Road, Mirfield	Taylor Wimpey	12.35 acres (5.65 ha)	£6,080,000 (£492,108 per acre)	Mar-19

We consider that transactions made for both land titles in Denby Dale purchased by Yorkshire Country Properties, land at White House Farm purchased by Newett Homes as well as the Wood Nook development site purchased by Conroy Brook provide the most useful reference points in terms of the Existing Use Value plus of the subject site, given the location and quality of these developments.

Yorkshire Country Properties gained planning consent for the development of 34 units in 2021 and is currently under construction. The scheme is situated approximately 0.4 miles south east of the subject site. In total, the site extends to approximately 1.04 hectares (2.57 acres) and is adjacent to further residential development. We understand from information taken from Land Registry, that the site was purchased in November 2021 for £1,890,000 in total. This devalues to circa £735,409 per acre. We understand that this site will deliver a policy compliant provision of affordable housing of 20%, equating to seven units. The developer also paid an open space contribution of £44,969 and an education contribution of £36,007.

We would consider this site to be a relevant land comparable as we understand it to be the most recent sale of land in Denby Dale with planning permission for a scheme which is similar to the proposed scheme on the subject site.

The land at White House Farm by Newett Homes is situated approximately 3.3 miles south of the subject site and is set to deliver a scheme of 28 units. The site extends to approximately 1.01 hectares (2.51 acres). We understand from information taken from Land Registry, that the site was purchased in March 2022 for £1,322,000 in total which devalues to £526,693 per acre. We understand from conversations with the developer

that the site delivered a policy compliant provision of affordable housing as well as providing an overall Section 106 contribution of £186,000 and that there was approximately £560,000 of abnormal costs associated with this site that must be considered.

We would consider the land at White House Farm to also be a relevant land comparable as this is the most recent land transaction that we are aware of in the surrounding area. Furthermore, we consider Thurlstone to be a similar value housing market and housing land market area to Denby Dale.

The Conroy Brook development is situated approximately 0.1 miles south west of the subject site and due to the proximity of this development and the subject site we must consider this transaction when assessing the benchmark land value of the subject site. This site extends to approximately 1.4 hectares (3.46 acres) and is adjacent to further residential development. We understand from information taken from Land Registry, that the site was purchased for £720,000 in November 2017. This devalues to circa £208,092 per acre. However, this transaction is clearly an outlier, in terms of the price paid for the land, in comparison to other recent nearby land transactions which have achieved much higher sale prices per acre.

We consider that the relatively low price that the sale of this land achieved in comparison to other comparable land transactions that we have collected, is partly due to significant growth in the local market since this land was sold, which is evidenced by more recent land transactions we have summarised above. In addition to this we believe that the Conroy Brook development is likely have involved significant abnormal costs due to the noticeably steep topography of the site which would have required substantial work, over and above what is likely for the subject site, including as the retaining structures which can be seen from the pictures that we provide in Section 2 of this report. We consider that the subject site would achieve a much higher sales value than the Conroy Brook development.

Based on the location of the site, the specific site characteristics and the comparable evidence listed above, we consider the residential land value of the subject site, assuming it had planning consent for the scheme Urban Group are proposing, to be in the order of **£650,000 per acre**.

However, although the residential development potential is high, we acknowledge the subject site does not have full planning consent at the present time and this should be factored into our assessment of the premium payable when calculating the Benchmark Land Value. Therefore, we have applied a discount of approximately 20% and consider **£520,000 per acre** for the 4.90 acres of land allocated for housing on subject site would be suitable. Therefore, we consider a benchmark land value of £2,548,000, **say £2,550,000**, to be appropriate for the subject site.

Accordingly, it is our view that hypothetical pricing at this level represents an accurate opinion of the base value against which any Site Value should be compared, in terms of the assessment of financial viability.

Residual Site Value – Proposed Development of 62 Residential Dwellings

We have appraised the proposed development using the Argus Developer software. The appraisal represents an analysis of the development intended where the land value is a residual element derived from several variables, predominantly Gross Development Value and Total Development Costs, including the return to the developer for taking the development risk and delivering the scheme (profit). We detail our assessment of each of these variables in respect of the development proposed as follows:

Comparable Residential Sales Values

To assess the likely sales values achievable at the subject site, we have undertaken research into the new homes market in Denby Dale. We consider the most comparable schemes are set out below:

Conroy Brook – Wood Nook, Wakefield Road, HD8

Wood Nook is a sought-after development of 29 new build residential dwellings by Conroy Brook, situated within the village of Denby Dale. The development provides a mix of three-, four- and five-bedroom family homes. The scheme backs on to Cumberworth Lane, almost opposite the subject site.

We have obtained Land Registry transactional evidence from the scheme using Rightmove. We detail our findings below:

Address	House Type	Area (sq ft)	Sale Price	Price per sq ft	Sale Date
11 East Hill Way	Detached	2,034	£489,950	£241	Nov-21
6 East Hill Way	Terraced	1,205	£289,950	£241	Sep-21
1 East Hill Way	Detached	2,045	£525,950	£257	Aug-21
4 East Hill Way	Terraced	1,205	£289,950	£241	Jun-21
8 East Hill Way	Terraced	1,205	£299,950	£249	Jun-21
3 East Hill Way	Detached	2,045	£504,650	£247	Jun-21
18 East Hill Way	Detached	1,517	£399,950	£264	Feb-21
16 East Hill Way	Terraced	1,205	£299,950	£249	Feb-21
23 East Hill Way	Detached	2,034	£479,950	£236	Jan-21
14 East Hill Way	Terraced	1,205	£294,950	£245	Dec-20
27 East Hill Way	Detached	1,162	£314,950	£271	Nov-20
Average				£249	

Given the proximity of the scheme to the subject site, we consider that this is the most comparable scheme to the subject site. However, given the positioning of the proposed scheme in relation to the Conroy Brook scheme, we consider that the proposed scheme occupies a better position with an improved aspect across the village. Due to this as well as recent growth in the local housing market, we consider that the proposed units on the subject site will achieve higher capital values than the Conroy Brook scheme on a like-for-like basis.

Eastwood Homes – Stoneleigh, Leak Hall Road, Denby Dale, HD8

This scheme of six, five-bedroom detached units is located directly east of the subject site. We have obtained Land Registry transactional evidence from the scheme using Rightmove. We detail our findings below:

Address	House Type	Area (sq ft)	Sale Price	Price per sq ft	Sale Date
1 Springhead Gardens	Detached	2,873	£702,250	£244	Jul-22
5 Springhead Gardens	Detached	2,529	£631,500	£250	Jul-22

Address	House Type	Area (sq ft)	Sale Price	Price per sq ft	Sale Date
4 Springhead Gardens	Detached	2,615	£650,000	£249	May-22
Average				£248	

Alike the Conroy Brook scheme detailed above, this scheme is a useful comparable due to its proximity to the subject site though these units are larger than those proposed for development on the subject site. We typically find that smaller units tend to achieve increased capital values per sq ft in comparison to larger units and therefore consider that the proposed units will achieve increased capital values per sq ft on average.

Yorkshire County Properties – The Willows, Barnsley Road, Denby Dale, HD8

This is a development of 34 units which is located approximately 0.3 miles south of the subject site. The scheme offers a range of one, two, three and four bedroom units including terraced, semi-detached and detached units.

We are aware of the following asking prices:

House Type	Arrangement	No of Beds	Area (sq ft)	Asking Price	Asking Price per sq ft
Penne	Detached	3	920	£380,000	£413
Fell	End-terrace	3	1,086	£380,000	£350
Nook	Semi-detached	3	1,260	£415,000	£329
Average					£364

This scheme provides useful comparable evidence as it highlights what capital values another developer considers achievable for new build properties in Denby Dale. We consider that this scheme possesses a superior micro-location to the subject site being located to the south of Denby Dale and therefore allowing improved access to major road networks in the region including both the M1 and A629.

Furthermore, we note that the units on the scheme are of a very high specification and the evidence in the table above is indicative of asking prices only and given the current market conditions a buyer may be able to negotiate a price lower than the asking price.

Redrow Homes – Langley Grange, Off Pilling Lane, Pennine Way, Scissett, HD8

Langley Grange is situated in the village of Scissett, approximately 1.8 miles to the north east of the subject site. The scheme provides a collection of two-, three-, four- and five-bedroom homes. The scheme is being developed in two stages with the east of the site developed initially and then the west of the site. We understand the scheme is selling well.

We have obtained Land Registry transactional evidence from the scheme using Rightmove. We detail our findings below:

Address	House Type	Area (sq ft)	Sale Price	Price per sq ft	Sale Date
9 Pilling Way	Detached	1,140	£349,950	£307	Jun-23
3 Pilling Way	Detached	1,291	£449,950	£348	Jun-23
15 Park Gate Drive	Detached	1,291	£394,950	£306	May-23
38 Park Gate Drive	Detached	1,377	£364,950	£265	Apr-23
9 Park Gate Drive	Detached	1,119	£339,950	£304	Apr-23
56 Park Gate Drive	Detached	1,377	£417,950	£303	Mar-23
39 Park Gate Drive	Detached	1,377	£389,950	£283	Mar-23
42 Park Gate Drive	Detached	1,140	£332,950	£292	Mar-23
16 Park Gate Drive	Detached	947	£279,950	£296	Feb-23
44 Park Gate Drive	Detached	1,065	£332,950	£312	Feb-23
18 Park Gate Drive	Detached	947	£291,950	£308	Feb-23
43 Park Gate Drive	Detached	947	£279,950	£296	Feb-23
50 Park Gate Drive	Detached	1,065	£314,950	£296	Dec-22
48 Park Gate Drive	Detached	1,205	£342,950	£284	Dec-22
46 Park Gate Drive	Detached	1,410	£394,950	£280	Dec-22
54 Park Gate Drive	Detached	1,205	£341,950	£284	Dec-22
52 Park Gate Drive	Detached	1,377	£384,950	£279	Dec-22
Average				£297	

We consider the transactional evidence from within the Redrow Homes - Langley Grange development in Scissett to be highly comparable to the subject site due to the proximity of this scheme and as the transactional evidence we have been able to collect is from the past 12 months. We consider Scissett to be a higher value housing market area than the subject site and therefore we would expect the proposed units on the subject site to achieve lower capital values per sq ft overall.

Persimmon Homes – Weavers Place, Cumberworth Road, Skelmanthorpe, HD8

Weavers Place is a collection of 192 family homes situated in the village of Skelmanthorpe, approximately 0.8 miles north of the subject site. The scheme offers a range of two-, three-, four- and five-bedroom properties. The scheme is currently under construction.

We have obtained Land Registry transactional evidence from the scheme using Rightmove. We detail our findings below:

Address	House Type	Area (sq ft)	Sale Price	Price per sq ft	Sale Date
24 Jacquard Road	Detached	947	£304,950	£322	Dec-22
7 Jacquard Road	Detached	1,248	£389,950	£312	Dec-22
32 Jacquard Road	Detached	861	£269,950	£313	Dec-22

Address	House Type	Area (sq ft)	Sale Price	Price per sq ft	Sale Date
30 Jacquard Road	Detached	1,065	£359,950	£338	Dec-22
34 Jacquard Road	Detached	979	£324,950	£332	Dec-22
40 Jacquard Road	Detached	861	£269,950	£313	Dec-22
28 Jacquard Road	Semi-detached	742	£223,202	£301	Dec-22
9 Jacquard Road	Semi-detached	861	£254,950	£296	Nov-22
11 Jacquard Road	Semi-detached	861	£254,950	£296	Nov-22
17 Jacquard Road	Semi-detached	861	£256,950	£298	Oct-22
19 Jacquard Road	Semi-detached	861	£254,950	£296	Oct-22
Average				£311	

We are also aware of the following asking prices:

House Type	Arrangement	No of Beds	Area (sq ft)	Asking Price	Asking Price per sq ft
Alnwick	End-terrace	2	638	£209,950	£329
Windermere	Mid-terrace	3	970	£234,950	£242
Windermere	End-terrace	3	970	£244,950	£253
Buttermere	Semi-detached	3	870	£269,950	£310
Buttermere	Detached	3	870	£279,950	£322
Derwent	Detached	3	969	£299,950	£310
Hornsea	Detached	4	1,096	£354,950	£324
Coniston	Detached	4	1,222	£359,950	£295
Earlswood	Detached	4	1,220	£379,950	£311
Average					£299

The evidence in the table above is indicative of asking prices only. Given the current market conditions a buyer may be able to negotiate a price lower than the asking price.

We consider this scheme by Persimmon Homes to be a useful comparable as it represents what values developers believe are currently available in a nearby settlement which is a similar value housing market area as Denby Dale.

Yorkshire County Properties – Knowle Grange, Shepley, HD8

This scheme, which is currently under construction, is located approximately 2 miles north west of the subject site. The development consists of 31 new build units including a range of one, two, three, four and five bedroom units.

We are aware of the following asking prices:

House Type	Arrangement	No of Beds	Area (sq ft)	Asking Price	Asking Price per sq ft
Moor	Detached	3	943	£372,250	£395
Mill	Detached	4	1,577	£535,000	£339
Meadow	Detached	4	1,765	£590,000	£334
Fell	Semi-detached	3	1,087	£379,950	£350
Average					£354

We note that the evidence in the table above is indicative of asking prices only and given the current market conditions a buyer may be able to negotiate a price lower than the asking price.

Moreover, we consider that the Knowle Grange development is located within a higher value housing market area and therefore is likely to achieve increased capital values in comparison to the proposed units on the subject site on a like-for-like basis.

Redrow Homes – Stoney Bank Chase, Stoney Bank Road, Holmfirth, HD9

Situated circa 4.5 miles to the north west of the subject site is the Redrow Homes development. This development provides 52 new build dwellings offering a range of two-, three- and four- bedroom family homes.

Based on a search of Rightmove Land Registry data, we have found the following transactional evidence:

Address	House Type	Area (sq ft)	Sale Price	Price per sq ft	Sale Date
2 Stoney Bank Chase	Detached	1,388	£432,950	£312	Jan-22
The Sycamores	Detached	1,539	£439,950	£285	Jan-22
17 Stoney Bank Chase	Detached	1,388	£359,950	£259	Sep-21
15 Stoney Bank Chase	Detached	1,291	£381,950	£296	Sep-21
The Hollies	Detached	1,377	£409,950	£298	Sep-21
11 Stoney Bank Chase	Detached	1,119	£324,950	£290	Sep-21
29 Stoney Bank Chase	Semi-detached	1,388	£329,950	£238	Jun-21
27 Stoney Bank Chase	Semi-detached	1,388	£329,950	£238	Jun-21
45 Stoney Bank Chase	Detached	1,108	£314,950	£284	Mar-21
41 Stoney Bank Chase	Detached	1,291	£384,950	£298	Dec-20
35 Stoney Bank Chase	Detached	1,108	£319,950	£289	Dec-20

Address	House Type	Area (sq ft)	Sale Price	Price per sq ft	Sale Date
37 Stoney Bank Chase	Detached	1,291	£379,950	£294	Dec-20
40 Stoney Bank Chase	Detached	1,108	£314,950	£284	Oct-20
39 Stoney Bank Chase	Detached	1,076	£309,950	£288	Oct-20
36 Stoney Bank Chase	Detached	1,108	£309,950	£280	Oct-20
28 Stoney Bank Chase	Detached	1,539	£419,950	£273	Oct-20
Average				£282	

We consider that this development is in a higher value housing market area than the subject site and is of a high specification.

Prestige Homes - The Woodlands, New Mill Road, Holmfirth, HD9

This collection of three, four and five bedroom luxury homes are located approximately 5 miles west of the subject site.

Based on a search of Rightmove Land Registry data, we have found the following transactional evidence:

Address	House Type	Area (sq ft)	Sale Price	Price per sq ft	Sale Date
20 Woodland Grove	Detached	1,367	£460,000	£337	Aug-22
9 Woodland Grove	Terraced	1,302	£365,000	£280	Apr-22
5 Woodland Grove	Semi-detached	1,302	£375,000	£288	Feb-22
23 Woodland Grove	Detached	1,367	£425,000	£311	Dec-21
17 Woodland Grove	Detached	1,302	£360,000	£276	Nov-21
3 Woodland Grove	Semi-detached	1,302	£340,000	£261	Nov-21
25 Woodland Grove	Detached	1,474	£450,000	£305	Sep-21
29 Woodland Grove	Detached	1,367	£374,950	£274	Sep-21
31 Woodland Grove	Detached	1,367	£374,950	£274	Sep-21
19 Woodland Grove	Detached	1,474	£450,000	£305	Sep-21
21 Woodland Grove	Detached	1,162	£329,950	£284	Sep-21
Average				£291	

Alike the Stoney Bank Chase scheme summarised above, we consider that this development is in a higher value housing market area than the subject site and therefore it is likely that the proposed units on the subject site will achieve lower capital values per sq ft.

Re-sale Evidence

We have also considered re-sale evidence of modern estate housing within 1 mile of the postcode of the subject site, to provide further context for our opinion of unit pricing.

Address	House Type	Area (sq ft)	Re-Sale Price	Price per sq ft	Re-Sale Date
27 Gilthwaites Lane	Detached	925	£180,000	£194	Jun-23
8 Brook Meadows	Terraced	1,097	£235,000	£214	May-23
85 Bromley Bank	Terraced	742	£182,500	£246	Apr-23
63 Bromley Bank	Terraced	731	£184,500	£252	Mar-23
30 Clay Delf	Terraced	1,237	£295,000	£238	Mar-23
8 Broomhouse Close	Detached	1,862	£475,000	£255	Jan-23
26 Clay Delf	Terraced	1,377	£360,000	£261	Dec-22
79 Thorpe Avenue	Detached	1,212	£340,000	£280	Nov-22
Average				£243	

Whilst all the transactions listed in the table above are for modern estate housing, we would expect that values for the units at the subject site to achieve higher than the average capital value listed above, given the units will provide high quality new build residential accommodation and therefore attract a premium in comparison to their older re-sale counterparts on a like-for-like basis overall.

Proposed Unit Pricing

Based on the evidence above, the location and specification of the proposed development, our opinion of unit pricing for affordable dwellings within the policy compliant scheme is as follows:

House Type	Arrangement	Tenure	Area (sq ft)	Price per sq ft	Price per unit	Quantity	GDV per unit Type
AFFORDABLE DWELLINGS							
Type A	2 bedroom semi-detached	Intermediate Sale	766	£120	£91,920	1	£91,920
Type A	2 bedroom end-terrace	Intermediate Sale	766	£120	£91,920	5	£459,600
Type A	2 bedroom mid-terrace	Affordable Rent	766	£80	£61,280	3	£183,840
Type N	1 bedroom end-terrace	Affordable Rent	624	£80	£49,920	2	£99,840
Type N	1 bedroom mid-terrace	First Homes	624	£221	£137,904	1	£137,904
Total Affordable Dwellings						12	£973,104
PRIVATE DWELLINGS							
Type B	3 bedroom semi-detached	Private	930	£310	£288,300	1	£288,300

House Type	Arrangement	Tenure	Area (sq ft)	Price per sq ft	Price per unit	Quantity	GDV per unit Type
Type B	3 bedroom end-terrace	Private	930	£305	£283,650	2	£567,300
Type C	4 bedroom semi-detached	Private	1,542	£280	£431,760	6	£2,590,560
Type D	4 bedroom detached	Private	1,441	£300	£432,300	4	£1,729,200
Type D	4 bedroom semi-detached	Private	1,441	£285	£410,685	4	£1,642,740
Type D	4 bedroom end-terrace	Private	1,441	£280	£403,480	3	£1,210,440
Type D	4 bedroom mid-terrace	Private	1,441	£275	£396,275	2	£792,550
Type H	4 bedroom detached	Private	1,527	£295	£450,465	4	£1,801,860
Type K	3 bedroom semi-detached	Private	1,077	£285	£306,945	3	£920,835
Type K	3 bedroom end-terrace	Private	1,077	£280	£301,560	10	£3,015,600
Type K	3 bedroom mid-terrace	Private	1,077	£275	£296,175	6	£1,777,050
Type L	2 bedroom semi-detached	Private	1,292	£275	£355,300	2	£710,600
Type M	2 bedroom semi-detached	Private	812	£315	£255,780	2	£511,560
Type P	4 bedroom semi-detached	Private	1,195	£310	£370,450	1	£370,450
Total Private Dwellings						50	£17,929,045
TOTAL OVERALL						62	£18,902,149

We have outlined an affordable housing tenure mix on the site including 45% intermediate units, of which 25% are first homes, and 55% affordable rented in line with local planning policy. We have applied the transfer values detailed within Kirklees' planning policy for the intermediate sale and affordable rent tenure type. These transfer values are set at £80 per sq ft for affordable rent tenure and £120 per sq ft for intermediate sale tenure. We have applied a 30% from open market value for the first home tenure type.

Proposed Development Revenue – Assumed Policy Compliant Scheme

Based on an assumed policy compliant scheme (reflecting 20% Affordable Housing provision) we have undertaken our own review of the GDV having regard to our assessment of the comparable evidence as detailed above. We believe this is appropriate based on the comparable evidence considered which has highlighted the improvement in the local housing market over the past twelve months as highlighted.

We have undertaken a development appraisal to determine the level of developer's profit that can be achieved for the proposed scheme on a policy compliant basis. We detail our appraisal assumptions and development costs and inputs below:

Appraisal Assumptions

- All pricing is exclusive of VAT.
- Inflation is explicitly excluded from the appraisal.
- Assumed the site has the benefit of full planning permission.
- The scheme is delivered is in line with the drawings and site layout produced by Brewster Bye Architects for 62 residential dwellings and 8 garages.
- No deleterious materials are present on site other than those noted in this report.
- No environmental issues exist other than those noted in this report.
- Access appropriate to the scale of the development can be gained from the adopted highway and no additional highway works are required other than those explicitly accounted for in this report.
- There are no restrictive covenants affecting the Title.
- Adequate service connections are available to the site which would not require upgrading for the purposes of the proposed scheme.

Appraisal Costs and Inputs

Finance Rate

On 24 February 2022, Russia invaded Ukraine creating the biggest threat to peace and security in Europe since the end of the Cold War. This has had a significant impact on the global supply chain, impeding the flow of goods, fuelling dramatic inflation and creating catastrophic food shortages around the world. The UK economy has been impacted with inflation spiking, creating the largest energy price crisis experienced in a generation. The Bank of England has had to take action to reduce inflation resulting in an increase in interest rates to levels not seen since the Global Financial Crisis in 2008.

The UK Government is currently undergoing a transition phase with changes in the Prime Minister and Chancellor of the Exchequer, precipitated by a disastrous mini-budget which caused a dramatic increase in mortgage rates affecting both the residential and commercial markets. This has caused a period of stagnation as property investors pause their activities and there is an increasing gap between purchaser and vendor expectations.

We have assumed that the development will be 100% debt financed, at a rate of 7.5%. We consider that for the purpose of our appraisal that a finance rate of 7.5% is suitable given the recent increases in interest rates. Furthermore, in our view, and given its physical constraints, this site would only appeal to SME developers (Urban Group being an example). This size of business does not tend to benefit from the cheaper finance rates available to larger national and regional housebuilders; a further reason to apply a 7.5% finance rate.

Standard Build Costs

We have adopted the current RICS Building Cost Information Service (BCIS) last updated on 4th November 2023 for 'Estate Housing Generally' and rebased to the Kirklees area. BCIS provides a range in build costs for Estate Housing Generally. The range for Estate Housing Generally in the past 5 years is from a lower quartile of £110 per sq ft (£1,184 per sq m) to an upper quartile of £144 per sq ft (£1,554 per sq m), with a median figure of £125 per sq ft (£1,347 sq m).

For the purposes of our assessment, we have adopted the average of the lower quartile figure of £110 per sq ft (£1,184 per sq m) and the median figure of £125 per sq ft (£1,347 sq m) and added an additional 15% for external works and connections. Therefore, within our appraisal, we have adopted a standard build cost of £135 per sq ft for the proposed units, excluding garages. We consider this to be appropriate and proportionate for the size and nature of the proposed development as this site would only appeal to SME developers who do not benefit from the economies of scale to deliver build cost pricing at the same level which a large PLC developer would.

BCIS build costs do not provide up to date information regarding the costs of constructing garages as part of residential developments and therefore we have relied upon our knowledge and experience of the market to provide a standard build cost for the proposed garages. We have adopted a figure of £55 per sq ft (£592 per sq m) for the garages for the purpose of our appraisal.

Warranty Costs

Further to the cost of finance, the cost of new home warranties on developments has also increased significantly recently due to macroeconomic factors and rising inflation. We consider this to be a cost to the developer which should be accounted for within our appraisal of the scheme.

The developer has received quotes from third parties, such as Advantage (similar to NHBC), equating to a premium cost of £2,000 per unit. This represents an overall warranty cost of £124,000 across a 62 unit scheme.

Abnormal Development Costs

The Developer has provided us with a detailed breakdown of the abnormal costs associated with the development of this site. These are listed below:

These costs have been prepared by independent and specialist contractors, generated by Urban Group based upon what they are experiencing on their other schemes. These figures represent the projected costs of constructing the scheme, based on the current proposals.

- Remediation - £650,000
- Retaining Walls - £1,173,607
- Tree Protection Order Works - £25,000
- Deep Drainage - £96,000
- Culvert diversion - £75,000
- Culvert rectification - £50,000
- SUDS Tank - £117,970
- Ground and fencing work required to remark the boundaries of 277 Cumberworth Lane - £25,000

Overall, these abnormal costs amount to a total of £2,212,577 which equates to approximately £35,687 per plot. These abnormal costs are significant and naturally have a significant impact on the viability of this development. We attached at **Appendix 2** to this report, a detailed summary of the breakdown of the abnormal costs with costing for these from independent contractors and quantity surveyors where they have been provided with by the Developer.

These abnormal costs reflect the inherent challenges and risks of the site. Costs such as these are a site-specific expense over and above what would be included within the standard BCIS build cost and therefore are counted in addition.

Development Inputs

We detail the other additional inputs within our appraisal below:

Proposed Policy Complaint Scheme for 62 residential dwellings (12 of which are affordable)	
Gross Development Value (GDV)	<ul style="list-style-type: none"> Based on the scheme designed by Brewster Bye Architects assuming a policy compliant development of 62 residential dwellings (traditional family housing), our total GDV is £18,902,149. The GDV of the 50 private dwellings is £17,929,045. The GDV of the 12 affordable dwellings, is £973,104.
Construction Costs	<ul style="list-style-type: none"> As discussed above we have adopted the average of the BCIS lower quartile and median figures for 'Estate Housing Generally' rebased over the last 5 years to Kirklees. We have then applied a 15% uplift to this figure to represent external works, such as connections to mains services. The figure we have adopted within our appraisal is £135 per sq ft for the proposed units. We have adopted a figure of £55 per sq ft for the garage space for the relevant units.
Other Construction Costs - Abnormal Costs	<ul style="list-style-type: none"> As discussed above, we have been provided with a detailed breakdown of the abnormal costs associated with developing this site. This figure is £2,212,577, which we have adopted in our appraisal.
Other Construction Costs - Warranty	<ul style="list-style-type: none"> The developer has been provided with a quote of £2,000 per unit for the warranty costs associated with the scheme. We have adopted a figure of £124,000 in our appraisal.
S.278 Works	<ul style="list-style-type: none"> As advised by the developer, we have applied a cost of £20,000 to cover the cost of providing two pedestrian crossings.
Contingency	<ul style="list-style-type: none"> We have adopted a 5% contingency on the construction costs.

Proposed Policy Complaint Scheme for 62 residential dwellings (12 of which are affordable)	
Phasing and Timescales	<ul style="list-style-type: none"> We have assumed the development will be delivered in a single phase. We have adopted a pre-construction period of six-months due to scale of work needed to prepare the site for construction. We have assumed a 25-month construction programme. Given the nature of the development on site, we have assumed that several of the private units will be sold as the wider development is ongoing. Therefore, we have assumed that private unit sales will commence in month 12 of the construction period. We have assumed a sales period of 17 months, which reflects a sales rate on the private units only of approximately 3 units per month. We have assumed that the 12 affordable units will all be sold to a Registered Provider upon commencement of the sales period.
Professional Fees	<ul style="list-style-type: none"> We have assumed 8% professional fees. We consider this to be appropriate as large-scale, traditional housing schemes will require lower costs, and smaller-scale, bespoke schemes will require higher costs. This is often because volume housebuilders can replicate the same house types across multiple sites and make use of other in-house capabilities (such as planners, architects and surveyors), whereas regional/SME developers will need to outsource such expertise. We have been advised by the Developer that there will be a cost of £66,091 associated with the planning application.
S.106 Costs	<ul style="list-style-type: none"> We have reflected the S.106 financial contributions within our appraisal that are discussed in Section 3 of this report and are advised by the Developer. These financial contributions total £302,365 and can be disaggregated as follows: <ul style="list-style-type: none"> Education: £97,444 Sustainable Travel Fund: 47,031 Travel Plan Monitoring Fee: £10,000 Biodiversity Net Gain: £147,890
Finance Rate	<ul style="list-style-type: none"> Assumed 100% debt financed, at a rate of 7.50%
Land Value	<ul style="list-style-type: none"> To determine the viability of the proposed policy compliant scheme and in accordance with the residual valuation methodology set out above, we have inputted our opinion of the land value (EUV plus premium) as a fixed cost within our appraisal. Based on the evidence detailed earlier in this report, we are of the opinion that the EUV of the site reflects a total benchmark land value of £2,550,000.

Proposed Policy Compliant Scheme for 62 residential dwellings (12 of which are affordable)	
Acquisition Costs	<ul style="list-style-type: none"> We have allowed for costs associated with land acquisition, such as Stamp Duty land Tax (SDLT) at the prevailing rate, legal fees and agent's fees. We have allowed for legal fees of 0.50% of the land value. We have allowed for agent's fees of 1% of the land value.
Disposal Costs	<ul style="list-style-type: none"> We have assumed marketing, sales and legal fees of 2.5% of the total sales rates, for the private units only.

A full copy of our policy compliant development appraisal can be found at **Appendix 3**.

Based on the policy compliant scheme detailed above, the development generates a Profit on GDV of 6.91% and a Profit on Cost of 7.42%. Clearly this falls short of the minimum 17.50% Profit on GDV that we set as our minimum benchmark in Section 5 of this report and in line with the PPG.

We have therefore followed accepted practice and carried out sensitivity analysis on our appraisal to determine the viability of the proposed development.

Non-Policy Compliant Scheme Viability Assessments and Sensitivity Analyses

We attach a copy of a further development appraisal for the assumed development which proposes no affordable housing provision. A copy of this appraisal can be found in **Appendix 4**.

In this scenario, we have assumed that none of the units are delivered as affordable housing. All other variables within our appraisal remain the same as the policy compliant scheme above.

As can be seen from the attached appraisal, based on the assumptions made as detailed above, this iteration of our appraisal delivers a Profit on GDV of 14.67% and a Profit on Cost of 17.19%.

Whilst this level of developer's profit is still below the minimum level set as our benchmark, the scheme still provides the assumed per dwelling monetary contribution in respect of additional Section 106 Agreement obligations, as advised by the developer. Furthermore, we consider that the scheme delivers an appropriate land value to the landowner.

7. Conclusions

As detailed above, we have considered the financial viability of the proposed development by considering the Existing Use Value of the site, which in turn has informed the benchmark land value and the site value supported by the proposed scheme under a policy compliant and non-policy compliant position. The approach of a financial viability assessment is to assess the land value at which a landowner would be incentivised to sell at while reflecting a reasonable market return for the developer.

We have considered EUV based on the site's existing use as agricultural grazing land. However, we believe it is also important to factor in the development potential of the subject site based on the planning policy specific to the site. We are of the opinion that this potential is substantial and would impact significantly on what the landowner would view as being an acceptable price to accept for the subject site.

We are of the opinion that the consented residential development land value of the subject site, assuming it had planning consent for the scheme proposed, would be in the order of £650,000 per acre. However, we have discounted this figure to £520,000 per acre for the area of the subject which is allocated to take account of the fact that the site does not currently benefit from planning consent, and to reflect this risk.

In this respect, our assessment has identified the following outputs:

- Existing Use Value (EUV) - **£73,500**
- Minimum Benchmark Land Value - **£2,550,000**
- Developer's Profit with assumed policy compliant scheme (i.e. 20% affordable housing) **6.91% Profit on GDV**
- Developer's Profit with wholly non-policy compliant scheme (i.e. 0% affordable housing) **14.67% Profit on GDV**

Accordingly, based on our analysis and the assumptions we have made as detailed above; we believe that our assessment demonstrates that the development proposed would be financially unviable in our assumed policy compliant scenario. This scenario provides for 20% affordable housing as well as the full assumed monetary contributions for the additional S.106 contributions. It also provides the landowner with our opinion of the benchmark land value for the site. However, it delivers a developer's profit on GDV of 6.91% and a Profit on Cost of 7.42%. Clearly this falls short of the minimum 17.50% Profit on GDV that we set as our minimum benchmark in Section 5 of this report and in line with the PPG.

Following further sensitivity analysis, we have assumed that a wholly non-policy complaint position in terms of affordable housing as part of the development. This scenario provides no affordable housing, however the full assumed monetary contributions for the additional S.106 contributions are provided. It also provides the landowner with our opinion of the benchmark land value for the site. In making the adjustments to the number of affordable housing units provided, the level of developer's profit increases to 14.67% Profit on GDV and Profit on Cost of 17.19%. In this scenario, the developer's profit level is only marginally less than the minimum benchmark of 17.50% on GDV. It is therefore likely that a developer might, in this instance, consider this scheme to be broadly viable and consider it reasonable to proceed with the scheme.

As a result, we conclude that to deliver this site for residential development, whilst ensuring the landowner receives an appropriate return for their land and the developer receives an appropriate market return for their investment, we do not consider that any affordable housing should be required to be delivered as part of this scheme.

The report has been prepared and signed by Dai Powell MRICS, Director and RICS Registered Valuer in the Avison Young Land and Development team. Input has also been provided by Joe Wherity MRICS, Associate Director in the Avison Young Land and Development team. Joe Wherity has reviewed and panelled this report and the appraisals contained, to provide a counter signature. We confirm that these individuals have the necessary qualifications, knowledge and experience to provide this advice.

This viability report is provided on the confidential basis and understanding that it is to be submitted to the LPA in support of an application for full planning approval on the property. We therefore request that the report should not be disclosed to any third parties (other than consultants who may be instructed by the Council to review this report) under the Freedom of Information Act 2000 (sections 41 and 43(2)) or under the Environmental Information Regulations'.

Redacted

Dai Powell MRICS
RICS Registered Valuer
Director
Land and Development

For and on behalf of Avison Young (UK) Limited
9 November 2023

Redacted

Joe Wherity MRICS
Associate Director
Land and Development

For and on behalf of Avison Young (UK) Limited
9 November 2023

Appendix I

Letter of Instruction

Redacted

Avison Young (UK) Limited Standard Terms of Appointment

PARTIES

- (1) Avison Young (UK) Limited incorporated and registered in England and Wales with company number 6382509 whose registered office is at 3 Brindleyplace, Birmingham, B1 2JB, United Kingdom (**Avison Young**).
- (2) The Client named in the Letter of Appointment (**Client**)

1. Interpretation

The following definitions and rules of interpretation apply in this appointment:

Additional Services: any additional services which Avison Young agrees to provide in accordance with clause 6.

Fee: the fees for the Services and any Additional Services (if any) as set out in the Letter of Appointment.

Force Majeure Event: means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; any interruption or failure of utility service

Insolvent: a party is insolvent if: a party is making a voluntary arrangement with its creditors, entering administration or going into liquidation; or a security holder taking possession, or a receiver or an administrative receiver being appointed over all or any part of the property or the assets of the party; or any other similar or analogous event in another jurisdiction.

Letter of Appointment: the letter by Avison Young which sets out the details of the Client and the Services and the Fee together with other details relating to the Service which may be appropriate to this appointment.

Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Services and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Services.

Services: the Services set out in the Letter of Appointment and the Additional Services (if any).

VAT: value added tax imposed by the Value Added Tax Act 1994, or any similar tax in addition to or replacing it from time to time.

2. Appointment

- 2.1. The Client appoints Avison Young to carry out the Services, subject to the terms of this appointment.
- 2.2. This appointment takes effect from the date when Avison Young begins performing the Services, regardless of the date of this appointment.
- 2.3. This appointment consists of these Avison Young Terms and the Letter of Appointment.
- 2.4. Avison Young shall deem the Client to have accepted the terms of this appointment (including the details set out in the Letter of Appointment) within 30 days of their issue unless the Client has notified Avison Young otherwise in writing.

3. Consultant's Obligations

- 3.1. Avison Young warrants and undertakes that it shall comply with the terms of this appointment.
- 3.2. Avison Young warrants and undertakes that it shall act with reasonable skill and care:
 - 3.2.1. when performing the Services;
 - 3.2.2. to comply with any Act of Parliament, any instrument, rule or order made under any Act of Parliament; and any regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Services or with those systems or property the Services is or will be connected.

Avison Young (UK) Limited Standard Terms of Appointment

4. Client Obligations

- 4.1. The Client undertakes promptly to provide Avison Young with all information, assistance and materials that Avison Young may request from time to time to facilitate the proper and timely performance of the Services. The Client warrants that all information provided by it to Avison Young will be accurate and complete, and that it is entitled to provide the same to Avison Young for its use without recourse to any third party.
- 4.2. The Client undertakes promptly to carry out all such actions and provide all such resources (if any) as may be required of the Client in the Letter of Appointment.
- 4.3. The Services will be provided at Avison Young's premises when the nature of the work permits. If any of Avison Young's personnel are to perform any Services at the Client's premises, the Client shall ensure that such personnel are allowed access to such premises upon reasonable prior notice during normal business hours and shall take full responsibility for the safety and security of Avison Young's personnel whilst at such premises.

5. Remuneration

- 5.1. The payment terms set out in clauses 5.5 to 5.7 shall apply to all Services not covered under the Housing Grants, Construction and Regeneration Act 1996. The payments terms set out in clauses 5.8 to 5.14 apply to Services which are covered under the Housing Grants, Construction and Regeneration Act 1996.
- 5.2. The Client shall pay the Fee, together with any reasonable expenses and disbursements, which shall be Avison Young's entire remuneration under this appointment.
- 5.3. The Client shall pay Avison Young any VAT properly chargeable on the Services. Any amount expressed as payable to Avison Young under this appointment is exclusive of VAT unless stated otherwise.
- 5.4. The Fee shall be calculated and paid in instalments in accordance with the dates set out in the Letter of Appointment or if not set out, the Fee shall be paid at intervals of not less than one month, beginning one month after Avison Young begins performing the Services.

To the extent that the Fee is not set out in the Letter of Appointment, Avison Young will be entitled to charge a Fee based on its current hourly rates (which are available on request), and on the number of hours it has worked on the matter.

- 5.5. Avison Young shall submit to the Client an invoice for each instalment of the Fee, together with any supporting documents that are reasonably necessary to check the invoice. The invoice and supporting documents (if any) shall specify the sum that Avison Young considers will become due on the relevant instalment date.
- 5.6. Payment shall be made within 30 days of the date of the Invoice.
- 5.7. Avison Young reserves the right to charge interest and debt recovery costs in respect of any amounts not paid in accordance with clause 5.6. Interest will be calculated in accordance with the "Late Payment of Commercial Debts (Interest) Act 1998".
- 5.8. Avison Young shall submit to the Client an invoice for each instalment of the Fee, together with any supporting documents that are reasonably necessary to check the invoice. The invoice and supporting documents (if any) shall specify the sum that Avison Young considers will become due on the payment due date in respect of the instalment of the Fee, and the basis on which that sum is calculated.
- 5.9. Payment shall be due on the date Avison Young submits each invoice (**payment due date**).
- 5.10. No later than five days after the payment due date, the Client shall notify Avison Young of the sum that the Client considers to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated.
- 5.11. The **final date for payment** shall be 30 days after the payment due date.
- 5.12. Unless the Client has served a notice under clause 5.13, it shall pay Avison Young the sum referred to in the Client's notice under clause 5.10 (or, if the Client has not served notice under clause 5.10, the sum in the invoice referred to in clause 5.8) (the **notified sum**) on or before the final date for payment.
- 5.13. Not less than five days before the final date for payment (the **prescribed period**), the Client may give Avison Young notice that it intends to pay less than the notified sum (a pay less notice). Any pay less notice shall specify:

Avison Young (UK) Limited Standard Terms of Appointment

5.13.1. the sum that the Client considers to be due on the payment due date; and

5.13.2. the basis on which that sum is calculated.

5.14. If the Client fails to pay an amount due to Avison Young by the final date for payment and fails to give a pay less notice, then the Client shall pay interest calculated in accordance with the "Late Payment of Commercial Debts (Interest) Act 1998".

6. Additional Services

6.1. Each party shall notify the other as soon as reasonably practicable if it becomes apparent that Additional Services are likely to be required, and such notice will identify the required services.

6.2. Additional Services may arise as a result of the following:

6.2.1. a change in the scope, size, complexity or duration of the Services;

6.2.2. any other changes to the Services as set out in the Letter of Appointment;

6.2.3. any material delay or disruption to the Services; or

6.2.4. any other cause outside Avison Young's reasonable control and which it could not reasonably have foreseen at the date of this appointment.

6.3. If the Client provides a notice under clause 6.1, then as soon as reasonably practicable after receiving the notice, Avison Young shall provide the Client with a written estimate of the change to the Fee in respect of the Additional Services. If Avison Young provides a notice under clause 6.1, Avison Young shall provide the Client with a written estimate of the change to the Fee in respect of the Additional Services at the same time it provides the notice.

6.4. The Fee for the Additional Services shall be calculated by agreement between the parties.

6.5. At the Client's discretion, acting reasonably, it may instruct Avison Young to carry out the Additional Services. For the avoidance of doubt, Avison Young shall only perform Additional Services on receipt of a written instruction to do so by the Client.

6.6. Any Fee payable by the Client in respect of Additional Services shall be included in the next invoice following performance of the Additional Services.

7. Limitation of Liability – PLEASE READ THIS SECTION CAREFULLY

7.1. Without affecting any other limitation in this appointment, Avison Young's liability under or in connection with this appointment shall be limited to £5,000,000 in total for all claims arising. This limit shall apply however that liability arises including a liability arising by breach of contract, arising by tort (including the tort of negligence) or arising by breach of statutory duty. Nothing in this appointment shall exclude or limit Avison Young's liability for:

7.1.1. death or personal injury caused by Avison Young's negligence; or

7.1.2. fraud or fraudulent misrepresentation.

7.2. None of Avison Young's employees, directors or consultants individually has a contract with the Client or owes the Client a duty of care or personal responsibility. The Client agrees that it will not bring any claim against any such individuals personally in connection with the Services.

7.3. If the Client suffers loss as a result of Avison Young's breach of contract or negligence, Avison Young's liability shall be limited to a just and equitable proportion of the Client's loss having regard to the extent of responsibility of any other party. Avison Young's liability shall not increase by reason of a shortfall in recovery from any other party, whether that shortfall arises from an appointment between the Client and them, difficulty in enforcement, or any other cause.

7.4. Avison Young shall have no liability to the Client under this appointment in respect of loss of profits, loss of revenue or business, loss of goodwill or reputation or any other indirect or consequential losses.

7.5. The Services and any Material produced in connection with the Services are provided for the Client's benefit alone and solely for the purposes of the instruction to which it relates. The Services or any Material may not, without Avison Young's written consent, be used or relied upon by any third party, even if that party pays all or part of Avison Young's Fees, or is permitted to see a copy of the Materials Avison Young create. If Avison Young provides written consent for a third party to rely on the Services or the Materials, it may be subject to a further fee, and any such third party will be deemed to have accepted the terms and conditions set out in this appointment.

Avison Young (UK) Limited Standard Terms of Appointment

7.6. Avison Young shall not be liable for any loss or damage suffered or incurred by the Client arising from Avison Young's delay in performing or failure to perform the Services and/or any of its obligations under this appointment where such delay or failure results from a Force Majeure Event.

8. Suspension

8.1. The Client may, at any time, suspend performance of all or part of the Services by giving written notice to Avison Young. Subject to clause 9.1, Avison Young shall resume performance of the Services as soon as reasonably practicable after receiving a written notice to do so from the Client.

8.2. Avison Young may suspend the performance of any or all of its Services and other obligations under this appointment by giving not less than seven days' notice to the Client of its intention to do so in the event that the Client fails to pay an invoice in accordance with the relevant payment provisions set out in clause 5.

8.3. In the event of a suspension in accordance with this appointment, the Client shall pay Avison Young an amount in respect of any costs and expenses reasonably incurred by Avison Young as a result of such suspension.

9. Termination

9.1. Avison Young may immediately terminate its engagement under this appointment by giving written notice to the Client if:

9.1.1. a suspension of the Services in accordance with clause 8.1 continues for a continuous period of six months; and

9.1.2. the Client does not instruct Avison Young to resume the Services within 30 days of receiving a written notice from Avison Young requiring it to do so.

9.2. Either party may immediately terminate this appointment by giving written notice to the other party if:

9.2.1. the other party is in material breach of its obligations under this appointment and fails to remedy that breach within 14 days of receiving written notice requiring it to do so; or

9.2.2. the other party becomes Insolvent; or

9.2.3. a Force Majeure Event continues for a period of more than 30 days.

9.3. Either party may terminate this appointment at any time for any reason by giving no less than 30 days written notice to the other party.

10. Consequences of Termination

10.1. On termination the Client shall immediately pay Avison Young:

10.1.1. any amount properly due for payment under this appointment at the date of termination; and

10.1.2. a fair and reasonable proportion of the next instalment of the Fee, together with any expenses and disbursements, commensurate with the Services properly performed at the date of termination; and

10.1.3. any expenses, disbursements or costs necessarily incurred by Avison Young as a direct result of termination (unless the termination arises as a result of Avison Young's default).

10.2. Termination of Avison Young's engagement under this appointment shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this appointment which existed at or before the date of termination.

11. Copyright and Intellectual Property

11.1. Avison Young owns all intellectual property rights (including copyright) relating to the Material it produces.

11.2. On payment of the Fee, Avison Young grants to the Client an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, Avison Young for any purpose relating to the project or the property to which the Services relate.

11.3. Avison Young shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.

11.4. The Client may, at any time (whether before or after completion of the Services, or after termination of Avison Young's engagement under this appointment), request a copy or copies of (some or all of) the Material from Avison Young. On the Client's payment of Avison Young's reasonable charges for providing the copy (or copies), Avison Young shall provide the copy (or copies) to the Client.

Avison Young (UK) Limited Standard Terms of Appointment

12. Confidentiality

- 12.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.
- 12.2. Each party may disclose the other party's confidential information:
- 12.2.1. to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out the party's obligations under or in connection with this appointment. Each party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
- 12.2.2. as may be required by law, to a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this appointment.

13. Anti-Money Laundering

- 13.1. Avison Young operate an anti-money laundering policy in compliance with the Money Laundering Regulations 2007 and the Money Laundering Regulations 2017, The Proceeds of Crime Act 2002, The Terrorism Act 2000 and subordinate legislation. Avison Young may require the Client to provide information (including proof of identity or income) from time to time to enable Avison Young to verify the Client's identity. For the avoidance of doubt this may require Avison Young to request and retain information relating to the directors and the "beneficial owners" of the Client, as is required under the legislation.
- 13.2. Any failure to provide such information within seven days of such a request shall give Avison Young the right to terminate this appointment in accordance with Clause 9.2.1 of this appointment.

14. Bribery Act

- 14.1. In order to Comply with the Bribery Act 2010, either party must inform the other if it becomes aware of any person (employee, agent, intermediary, contractor, private individual, commercial organisation or public official) connected (in any way) with this appointment who has committed an offence under the Bribery Act 2010 (or any equivalent legislation).
- 14.2. Avison Young reserves the right to terminate this appointment in accordance with Clause 9.2.1 should it reasonably believe that a breach or likely breach of the Bribery Act 2010 (or any equivalent legislation) has occurred.

15. Data Protection

As a result of Avison Young's relationship with the Client, Avison Young may collect or retain personal data about the Client. If the Client is a company, this may include information about the Client's employees, officers, or shareholders. If the Client is a person, this may include information about the Client's family members. Avison Young will only use such data for the purposes of providing the Services, or for related purposes such as updating Client records, money laundering compliance and other legal and regulatory compliance, and we may need to disclose this information to appropriate persons in relation to such matters. In providing any personal data to Avison Young, the Client confirms that it has informed the individuals concerned and obtained any necessary consent to the transfer to Avison Young and for Avison Young's use of their data for these purposes.

16. Professional Indemnity Insurance

- 16.1. Avison Young shall maintain professional indemnity insurance to cover its liabilities arising out of this appointment for a period beginning on the date of this appointment and ending 6 years after the date of completion of the Services provided that such insurance is available at commercially reasonable rates and terms with reputable insurers lawfully carrying on insurance business in the UK.
- 16.2. Whenever the Client reasonably requests, Avison Young shall send the Client a broker letter/certificate to evidence that Avison Young's professional indemnity insurance is in force.

Avison Young (UK) Limited Standard Terms of Appointment

17. Complaints

In the event that the Client has a complaint the Client shall be entitled to have access to the complaints handling procedure maintained by Avison Young which contains a dispute resolution process as required by the Royal Institution of Chartered Surveyors (RICS) rules of conduct (details of which are available from Avison Young on request).

18. Unoccupied Premises or Properties

Avison Young accepts no liability or responsibility for the security, maintenance or repair of, or for any damage to any premises or properties to which the Services relate. The Client shall take all necessary action to protect such premises or property and to ensure that they have adequate insurance cover in place.

19. Joint and Several Liability

If at any time the Client shall consist of more than one person, the obligations on the Client under this appointment shall be enforceable against each of them on a joint and several basis.

20. Assignment and Subcontracting

- 20.1. Neither party shall assign or subcontract its rights or obligations under this appointment without the prior written consent of the other party such consent not to be unreasonably withheld or delayed.
- 20.2. If the Client wishes to instruct Avison Young to use a specific contractor or consultant, Avison Young shall instruct such contractor on the Client's behalf. The Client retains all responsibility for any such contractors or consultants and will undertake all due diligence and investigation in relation to their competences and resources. Avison Young accepts no responsibility or liability for the acts of any consultants or contractors appointed at the Client's request.

21. Notice

A notice given to a party under or in connection with this appointment shall be in writing and delivered by hand or by recorded delivery post to the address recorded in the Letter of Appointment or such other address as the party may specify from time to time by written notice to the other.

22. Liability Period

Neither party shall commence any legal action against the other under this appointment after six years from the date of completion of the Services.

23. Third Party Rights

Except in relation to clause 7.2, a person who is not a party to this appointment shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this appointment.

24. Entire Agreement

- 24.1. This appointment constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 24.2. Each party agrees that in entering into this appointment it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this appointment.
- 24.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this appointment.
- 24.4. No variation to this appointment will be binding unless agreed in writing by both parties.
- 24.5. Nothing in this clause shall limit or exclude any liability for fraud.

25. Severance

If any provision or part-provision of this appointment is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this appointment.

Avison Young (UK) Limited Standard Terms of Appointment

26. Non-Solicitation

- 26.1. The Client agrees that both during and for a period of twelve months after the term of this Appointment, the Client shall not (and shall procure that none of its subsidiary or associated companies shall) without the prior written consent of Avison Young:
- 26.1.1. directly or indirectly employ or engage any person who is (or was at any time during the term of this Appointment) a director, member, employee, agent or contractor of Avison Young and with whom the Client has had dealings pursuant to this Appointment (a "relevant person"), or solicit or induce any such relevant person to terminate their employment or engagement with Avison Young;
- 26.1.2. engage or accept services from or otherwise deal with any company, partnership or other entity of which any relevant person is a director, member, employee, agent or contractor.
- 26.2. In granting its consent hereunder, if it agrees to do so, Avison Young shall be entitled to make such consent conditional upon the payment by the Client to Avison Young of a fee equal to 50% of the relevant person's average annual salary or earnings during the preceding 12 months, which equates roughly to the cost to Avison Young of replacing such relevant person.

27. Governing Law and Jurisdiction

- 27.1. This appointment and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the appointment.
- 27.2. If the Services are provided primarily in Scotland then the appointment and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with Scots law and each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the appointment.

Avison Young (UK) Limited Standard Terms of Appointment

PARTIES

- (1) Avison Young (UK) Limited incorporated and registered in England and Wales with company number 6382509 whose registered office is at 3 Brindleyplace, Birmingham, B1 2JB, United Kingdom (**Avison Young**).
- (2) The Client named in the Letter of Appointment (**Client**)

1. Interpretation

The following definitions and rules of interpretation apply in this appointment:

Additional Services: any additional services which Avison Young agrees to provide in accordance with clause 6.

Fee: the fees for the Services and any Additional Services (if any) as set out in the Letter of Appointment.

Force Majeure Event: means any circumstance not within a party's reasonable control including, without limitation: acts of God, flood, drought, earthquake or other natural disaster; epidemic or pandemic; terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations; nuclear, chemical or biological contamination or sonic boom; any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition, or failing to grant a necessary licence or consent; collapse of buildings, fire, explosion or accident; any labour or trade dispute, strikes, industrial action or lockouts; any interruption or failure of utility service

Insolvent: a party is insolvent if: a party is making a voluntary arrangement with its creditors, entering administration or going into liquidation; or a security holder taking possession, or a receiver or an administrative receiver being appointed over all or any part of the property or the assets of the party; or any other similar or analogous event in another jurisdiction.

Letter of Appointment: the letter by Avison Young which sets out the details of the Client and the Services and the Fee together with other details relating to the Service which may be appropriate to this appointment.

Material: all designs, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with the Services and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Services.

Services: the Services set out in the Letter of Appointment and the Additional Services (if any).

VAT: value added tax imposed by the Value Added Tax Act 1994, or any similar tax in addition to or replacing it from time to time.

2. Appointment

- 2.1. The Client appoints Avison Young to carry out the Services, subject to the terms of this appointment.
- 2.2. This appointment takes effect from the date when Avison Young begins performing the Services, regardless of the date of this appointment.
- 2.3. This appointment consists of these Avison Young Terms and the Letter of Appointment.
- 2.4. Avison Young shall deem the Client to have accepted the terms of this appointment (including the details set out in the Letter of Appointment) within 30 days of their issue unless the Client has notified Avison Young otherwise in writing.

3. Consultant's Obligations

- 3.1. Avison Young warrants and undertakes that it shall comply with the terms of this appointment.
- 3.2. Avison Young warrants and undertakes that it shall act with reasonable skill and care:
 - 3.2.1. when performing the Services;
 - 3.2.2. to comply with any Act of Parliament, any instrument, rule or order made under any Act of Parliament; and any regulation or bye-law of any local authority, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Services or with those systems or property the Services is or will be connected.

Avison Young (UK) Limited Standard Terms of Appointment

4. Client Obligations

- 4.1. The Client undertakes promptly to provide Avison Young with all information, assistance and materials that Avison Young may request from time to time to facilitate the proper and timely performance of the Services. The Client warrants that all information provided by it to Avison Young will be accurate and complete, and that it is entitled to provide the same to Avison Young for its use without recourse to any third party.
- 4.2. The Client undertakes promptly to carry out all such actions and provide all such resources (if any) as may be required of the Client in the Letter of Appointment.
- 4.3. The Services will be provided at Avison Young's premises when the nature of the work permits. If any of Avison Young's personnel are to perform any Services at the Client's premises, the Client shall ensure that such personnel are allowed access to such premises upon reasonable prior notice during normal business hours and shall take full responsibility for the safety and security of Avison Young's personnel whilst at such premises.

5. Remuneration

- 5.1. The payment terms set out in clauses 5.5 to 5.7 shall apply to all Services not covered under the Housing Grants, Construction and Regeneration Act 1996. The payments terms set out in clauses 5.8 to 5.14 apply to Services which are covered under the Housing Grants, Construction and Regeneration Act 1996.
- 5.2. The Client shall pay the Fee, together with any reasonable expenses and disbursements, which shall be Avison Young's entire remuneration under this appointment.
- 5.3. The Client shall pay Avison Young any VAT properly chargeable on the Services. Any amount expressed as payable to Avison Young under this appointment is exclusive of VAT unless stated otherwise.
- 5.4. The Fee shall be calculated and paid in instalments in accordance with the dates set out in the Letter of Appointment or if not set out, the Fee shall be paid at intervals of not less than one month, beginning one month after Avison Young begins performing the Services.

To the extent that the Fee is not set out in the Letter of Appointment, Avison Young will be entitled to charge a Fee based on its current hourly rates (which are available on request), and on the number of hours it has worked on the matter.

- 5.5. Avison Young shall submit to the Client an invoice for each instalment of the Fee, together with any supporting documents that are reasonably necessary to check the invoice. The invoice and supporting documents (if any) shall specify the sum that Avison Young considers will become due on the relevant instalment date.
- 5.6. Payment shall be made within 30 days of the date of the Invoice.
- 5.7. Avison Young reserves the right to charge interest and debt recovery costs in respect of any amounts not paid in accordance with clause 5.6. Interest will be calculated in accordance with the "Late Payment of Commercial Debts (Interest) Act 1998".
- 5.8. Avison Young shall submit to the Client an invoice for each instalment of the Fee, together with any supporting documents that are reasonably necessary to check the invoice. The invoice and supporting documents (if any) shall specify the sum that Avison Young considers will become due on the payment due date in respect of the instalment of the Fee, and the basis on which that sum is calculated.
- 5.9. Payment shall be due on the date Avison Young submits each invoice (**payment due date**).
- 5.10. No later than five days after the payment due date, the Client shall notify Avison Young of the sum that the Client considers to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated.
- 5.11. The **final date for payment** shall be 30 days after the payment due date.
- 5.12. Unless the Client has served a notice under clause 5.13, it shall pay Avison Young the sum referred to in the Client's notice under clause 5.10 (or, if the Client has not served notice under clause 5.10, the sum in the invoice referred to in clause 5.8) (the **notified sum**) on or before the final date for payment.
- 5.13. Not less than five days before the final date for payment (the **prescribed period**), the Client may give Avison Young notice that it intends to pay less than the notified sum (a pay less notice). Any pay less notice shall specify:

Avison Young (UK) Limited Standard Terms of Appointment

5.13.1. the sum that the Client considers to be due on the payment due date; and

5.13.2. the basis on which that sum is calculated.

5.14. If the Client fails to pay an amount due to Avison Young by the final date for payment and fails to give a pay less notice, then the Client shall pay interest calculated in accordance with the "Late Payment of Commercial Debts (Interest) Act 1998".

6. Additional Services

6.1. Each party shall notify the other as soon as reasonably practicable if it becomes apparent that Additional Services are likely to be required, and such notice will identify the required services.

6.2. Additional Services may arise as a result of the following:

6.2.1. a change in the scope, size, complexity or duration of the Services;

6.2.2. any other changes to the Services as set out in the Letter of Appointment;

6.2.3. any material delay or disruption to the Services; or

6.2.4. any other cause outside Avison Young's reasonable control and which it could not reasonably have foreseen at the date of this appointment.

6.3. If the Client provides a notice under clause 6.1, then as soon as reasonably practicable after receiving the notice, Avison Young shall provide the Client with a written estimate of the change to the Fee in respect of the Additional Services. If Avison Young provides a notice under clause 6.1, Avison Young shall provide the Client with a written estimate of the change to the Fee in respect of the Additional Services at the same time it provides the notice.

6.4. The Fee for the Additional Services shall be calculated by agreement between the parties.

6.5. At the Client's discretion, acting reasonably, it may instruct Avison Young to carry out the Additional Services. For the avoidance of doubt, Avison Young shall only perform Additional Services on receipt of a written instruction to do so by the Client.

6.6. Any Fee payable by the Client in respect of Additional Services shall be included in the next invoice following performance of the Additional Services.

7. Limitation of Liability – PLEASE READ THIS SECTION CAREFULLY

7.1. Without affecting any other limitation in this appointment, Avison Young's liability under or in connection with this appointment shall be limited to £5,000,000 in total for all claims arising. This limit shall apply however that liability arises including a liability arising by breach of contract, arising by tort (including the tort of negligence) or arising by breach of statutory duty. Nothing in this appointment shall exclude or limit Avison Young's liability for:

7.1.1. death or personal injury caused by Avison Young's negligence; or

7.1.2. fraud or fraudulent misrepresentation.

7.2. None of Avison Young's employees, directors or consultants individually has a contract with the Client or owes the Client a duty of care or personal responsibility. The Client agrees that it will not bring any claim against any such individuals personally in connection with the Services.

7.3. If the Client suffers loss as a result of Avison Young's breach of contract or negligence, Avison Young's liability shall be limited to a just and equitable proportion of the Client's loss having regard to the extent of responsibility of any other party. Avison Young's liability shall not increase by reason of a shortfall in recovery from any other party, whether that shortfall arises from an appointment between the Client and them, difficulty in enforcement, or any other cause.

7.4. Avison Young shall have no liability to the Client under this appointment in respect of loss of profits, loss of revenue or business, loss of goodwill or reputation or any other indirect or consequential losses.

7.5. The Services and any Material produced in connection with the Services are provided for the Client's benefit alone and solely for the purposes of the instruction to which it relates. The Services or any Material may not, without Avison Young's written consent, be used or relied upon by any third party, even if that party pays all or part of Avison Young's Fees, or is permitted to see a copy of the Materials Avison Young create. If Avison Young provides written consent for a third party to rely on the Services or the Materials, it may be subject to a further fee, and any such third party will be deemed to have accepted the terms and conditions set out in this appointment.

Avison Young (UK) Limited Standard Terms of Appointment

7.6. Avison Young shall not be liable for any loss or damage suffered or incurred by the Client arising from Avison Young's delay in performing or failure to perform the Services and/or any of its obligations under this appointment where such delay or failure results from a Force Majeure Event.

8. Suspension

- 8.1. The Client may, at any time, suspend performance of all or part of the Services by giving written notice to Avison Young. Subject to clause 9.1, Avison Young shall resume performance of the Services as soon as reasonably practicable after receiving a written notice to do so from the Client.
- 8.2. Avison Young may suspend the performance of any or all of its Services and other obligations under this appointment by giving not less than seven days' notice to the Client of its intention to do so in the event that the Client fails to pay an invoice in accordance with the relevant payment provisions set out in clause 5.
- 8.3. In the event of a suspension in accordance with this appointment, the Client shall pay Avison Young an amount in respect of any costs and expenses reasonably incurred by Avison Young as a result of such suspension.

9. Termination

- 9.1. Avison Young may immediately terminate its engagement under this appointment by giving written notice to the Client if:
- 9.1.1. a suspension of the Services in accordance with clause 8.1 continues for a continuous period of six months; and
- 9.1.2. the Client does not instruct Avison Young to resume the Services within 30 days of receiving a written notice from Avison Young requiring it to do so.
- 9.2. Either party may immediately terminate this appointment by giving written notice to the other party if:
- 9.2.1. the other party is in material breach of its obligations under this appointment and fails to remedy that breach within 14 days of receiving written notice requiring it to do so; or
- 9.2.2. the other party becomes Insolvent; or
- 9.2.3. a Force Majeure Event continues for a period of more than 30 days.

9.3. Either party may terminate this appointment at any time for any reason by giving no less than 30 days written notice to the other party.

10. Consequences of Termination

- 10.1. On termination the Client shall immediately pay Avison Young:
- 10.1.1. any amount properly due for payment under this appointment at the date of termination; and
- 10.1.2. a fair and reasonable proportion of the next instalment of the Fee, together with any expenses and disbursements, commensurate with the Services properly performed at the date of termination; and
- 10.1.3. any expenses, disbursements or costs necessarily incurred by Avison Young as a direct result of termination (unless the termination arises as a result of Avison Young's default).
- 10.2. Termination of Avison Young's engagement under this appointment shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this appointment which existed at or before the date of termination.

11. Copyright and Intellectual Property

- 11.1. Avison Young owns all intellectual property rights (including copyright) relating to the Material it produces.
- 11.2. On payment of the Fee, Avison Young grants to the Client an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, Avison Young for any purpose relating to the project or the property to which the Services relate.
- 11.3. Avison Young shall not be liable for use of the Material for any purpose other than that for which it was prepared and/or provided.
- 11.4. The Client may, at any time (whether before or after completion of the Services, or after termination of Avison Young's engagement under this appointment), request a copy or copies of (some or all of) the Material from Avison Young. On the Client's payment of Avison Young's reasonable charges for providing the copy (or copies), Avison Young shall provide the copy (or copies) to the Client.

Avison Young (UK) Limited Standard Terms of Appointment

12. Confidentiality

- 12.1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs, except as permitted by clause 12.2.
- 12.2. Each party may disclose the other party's confidential information:
- 12.2.1. to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out the party's obligations under or in connection with this appointment. Each party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the other party's confidential information comply with this clause 12; and
- 12.2.2. as may be required by law, to a court of competent jurisdiction or any governmental or regulatory authority.
- 12.3. No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this appointment.

13. Anti-Money Laundering

- 13.1. Avison Young operate an anti-money laundering policy in compliance with the Money Laundering Regulations 2007 and the Money Laundering Regulations 2017, The Proceeds of Crime Act 2002, The Terrorism Act 2000 and subordinate legislation. Avison Young may require the Client to provide information (including proof of identity or income) from time to time to enable Avison Young to verify the Client's identity. For the avoidance of doubt this may require Avison Young to request and retain information relating to the directors and the "beneficial owners" of the Client, as is required under the legislation.
- 13.2. Any failure to provide such information within seven days of such a request shall give Avison Young the right to terminate this appointment in accordance with Clause 9.2.1 of this appointment.

14. Bribery Act

- 14.1. In order to Comply with the Bribery Act 2010, either party must inform the other if it becomes aware of any person (employee, agent, intermediary, contractor, private individual, commercial organisation or public official) connected (in any way) with this appointment who has committed an offence under the Bribery Act 2010 (or any equivalent legislation).
- 14.2. Avison Young reserves the right to terminate this appointment in accordance with Clause 9.2.1 should it reasonably believe that a breach or likely breach of the Bribery Act 2010 (or any equivalent legislation) has occurred.

15. Data Protection

As a result of Avison Young's relationship with the Client, Avison Young may collect or retain personal data about the Client. If the Client is a company, this may include information about the Client's employees, officers, or shareholders. If the Client is a person, this may include information about the Client's family members. Avison Young will only use such data for the purposes of providing the Services, or for related purposes such as updating Client records, money laundering compliance and other legal and regulatory compliance, and we may need to disclose this information to appropriate persons in relation to such matters. In providing any personal data to Avison Young, the Client confirms that it has informed the individuals concerned and obtained any necessary consent to the transfer to Avison Young and for Avison Young's use of their data for these purposes.

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- 16.1. Avison Young shall maintain professional indemnity insurance to cover its liabilities arising out of this appointment for a period beginning on the date of this appointment and ending 6 years after the date of completion of the Services provided that such insurance is available at commercially reasonable rates and terms with reputable insurers lawfully carrying on insurance business in the UK.
- 16.2. Whenever the Client reasonably requests, Avison Young shall send the Client a broker letter/certificate to evidence that Avison Young's professional indemnity insurance is in force.

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In the event that the Client has a complaint the Client shall be entitled to have access to the complaints handling procedure maintained by Avison Young which contains a dispute resolution process as required by the Royal Institution of Chartered Surveyors (RICS) rules of conduct (details of which are available from Avison Young on request).

18. Unoccupied Premises or Properties

Avison Young accepts no liability or responsibility for the security, maintenance or repair of, or for any damage to any premises or properties to which the Services relate. The Client shall take all necessary action to protect such premises or property and to ensure that they have adequate insurance cover in place.

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A notice given to a party under or in connection with this appointment shall be in writing and delivered by hand or by recorded delivery post to the address recorded in the Letter of Appointment or such other address as the party may specify from time to time by written notice to the other.

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Except in relation to clause 7.2, a person who is not a party to this appointment shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this appointment.

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- 24.1. This appointment constitutes the entire agreement between the parties and supersedes and extinguishes all previous discussions, correspondence, negotiations, drafts, agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 24.2. Each party agrees that in entering into this appointment it does not rely on, and shall have no remedies in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this appointment.
- 24.3. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this appointment.
- 24.4. No variation to this appointment will be binding unless agreed in writing by both parties.
- 24.5. Nothing in this clause shall limit or exclude any liability for fraud.

25. Severance

If any provision or part-provision of this appointment is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this appointment.

Avison Young (UK) Limited Standard Terms of Appointment

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- 26.1. The Client agrees that both during and for a period of twelve months after the term of this Appointment, the Client shall not (and shall procure that none of its subsidiary or associated companies shall) without the prior written consent of Avison Young:
- 26.1.1. directly or indirectly employ or engage any person who is (or was at any time during the term of this Appointment) a director, member, employee, agent or contractor of Avison Young and with whom the Client has had dealings pursuant to this Appointment (a "relevant person"), or solicit or induce any such relevant person to terminate their employment or engagement with Avison Young;
- 26.1.2. engage or accept services from or otherwise deal with any company, partnership or other entity of which any relevant person is a director, member, employee, agent or contractor.
- 26.2. In granting its consent hereunder, if it agrees to do so, Avison Young shall be entitled to make such consent conditional upon the payment by the Client to Avison Young of a fee equal to 50% of the relevant person's average annual salary or earnings during the preceding 12 months, which equates roughly to the cost to Avison Young of replacing such relevant person.

27. Governing Law and Jurisdiction

- 27.1. This appointment and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the appointment.
- 27.2. If the Services are provided primarily in Scotland then the appointment and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with Scots law and each party irrevocably agrees that the courts of Scotland shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the appointment.

Appendix II

Abnormal Costs



DENBY DALE, HUDDERSFIELD

PROPOSED HOUSING DEVELOPMENT ON BEHALF OF URBAN DEVELOPMENTS (YORK) LTD

RETAINING WALL STRUCTURES

3rd JANUARY 2023

A.	Excavate to R.L & Retain arisings on site	4125 m3	£ 65.74	£ 271,177.50
B.	B1130 Mesh Reinforcement to strip foundation	2507 m2	£ 32.50	£ 81,477.50
C.	H20 Starter L Bars in pairs at 200 C/S	2507 Pairs	£ 24.30	£ 60,920.10
D.	R C Concrete to strip foundation (Reinforcement measured elsewhere)	666 m3	£ 195.50	£ 130,203.00
E.	1/2 Brick thick wall in facings tied to RC wall	1335 m2	£ 175.00	£ 233,625.00
F.	150mm Diameter peforated land drain, laid within gravel bed and surround.	502 ml	£ 12.60	£ 6,325.20
G.	B1130 Mesh reinforcement laid vertical fixed to starter bars	1335 m2	£ 32.50	£ 43,387.50
H.	Backfilling behind retaining wall with fine draining single sized stone.	1468 m3	£ 64.60	£ 94,832.80
I.	Earthwork Support	1335 m2	£ 36.25	£ 48,393.75
J.	Capping to Wall	502 ml	£ 100.00	£ 50,200.00
K.	1100mm Handrail	502 ml	£ 250.00	£ 125,500.00
L.	Form Weepholes, 50mm diameter at 1m centres	501 No	£ 35.00	£ 17,535.00
M.	Make good to earthworks around structure	1003 ml	£ 10.00	£ 10,030.00

TOTAL C/F TO SUMMARY

£ 1,173,607.35



STANDARD TERMS AND CONDITIONS

Please note the attached quotation is based on the following Terms and Conditions

- 1) All rates and sums are exclusive of VAT and will be subject to the addition at the applicable rate as set out by HMRC.
- 2) All rates and sums are based on a working day of 0800 Hrs to 1700 Hrs, non - productive overtime will be charged in accordance with the KEM schedule of daywork rates.
- 3) All rates and sums quoted are valid for a period of 60 calendar days from the date of quote.
- 4) All rates and sums are based on Payment terms of 30 calendar days from the date of Invoice / Application, whichever is submitted earlier and unless otherwise agreed in writing.
- 5) Late payments are subject to the Late Payment of Commercial Debts Acts 2018, Interest on outstanding balances will be charged at 8% over the Bank of England base rate.
- 6) All rates and sums are based on the deduction of No Retentions.
- 7) All rates and sums are subject to a re-measurement of quantities, KEM reserve the right alter rates where significant discrepancies in quantities result from those within the quotation.
- 8) All rates and sums are based on provision of water for the works free of charge, at suitable locations within site boundaries and at a sufficient pressure for KEM Ltd equipment.
- 9) Where detailed Phasing of the works have not been forwarded, It is assumed that there will be one continuous visit and unrestricted access to the working area. KEM reserve the right to charge for re-mobilisation and abortive visits in accordance with the KEM schedule of daywork rates and where works are cancelled without sufficient notice Loss and expense will be levied and must be paid in accordance with the schedule of daywork rates.
- 10) Unless specifically detailed within the quotation, All Health and welfare facilities are to be provided free of charge by the main contractor, inclusive of site security, acts of vandalism and theft are at the liability of the main contractor.
- 11) Unless specifically detailed within the quotation, all excavated material is assumed clean and inert. Provision of WAC soils reports are the responsibility of the main contractor or client.
- 12) Unless specifically detailed within the quotation, no allowance for any costs associated with disposal of hazardous materials / notifiable noxious weeds / asbestos, KEM reserve the right to revisit quoted rates should reports highlight inconsistencies.
- 13) Unless specifically detailed within the quotation, it is assumed that all setting out, datums and control of works will be by the main contractor.
- 14) Unless specifically detailed within the quotation, no allowance has been made for locating, protection or hand digging around existing services.
- 15) Unless specifically detailed within the quotation, no allowance has been made for hand distribution of materials. All Materials to be transported around site by mechanical plant, selected at the sole discretion of KEM.
- 16) Unless specifically detailed within the quotation, no allowance has been made for dealing with any ground or surface water.
- 17) Unless specifically detailed within the quotation, no allowance has been made for any traffic management
- 18) Unless specifically detailed within the quotation, no allowance has been made for visits from a mechanical road sweeping or dust suppression.
- 19) Unless specifically detailed within the quotation, no allowance for any temporary or safety fencing of the works.
- 20) Unless specifically detailed within the quotation, no allowance has been made for excavating rock, concrete, masonry or the
- 21) Unless specifically detailed within the quotation, no allowance is made for double handling of materials, where temporary stockpiling is required, then re-excavation and placing in the final position will incur an additional charge.
- 22) All materials quoted are subject to availability and lead time
- 23) KEM reserve the right to delay commencement of works on site until a formal order is agreed and satisfactory Trade credit references / deposits have been received.
- 24) KEM reserves the right at its sole discretion to assign or sub-contract the whole or any part of the work involved.
- 25) KEM plant hire undertaken as an extra to the Main Contract will be completed under the Standard Terms and Conditions of the Contractors Plant-hire Association.
- 26) KEM reserve the right to delay commencement of any variations to the Contract until instructed in writing.
- 27) In the event of discrepancies, errors and ambiguities within enquiry documents and KEM quotation inclusive of terms and conditions, then the quotation shall prevail and take precedence and further instruction from the client to resolve the discrepancy, error and/or ambiguity
- 28) In the case of a dispute arising between the parties, then either party may refer the matter for adjudication to the Chairman of the Institute of Civil Engineers.

Appendix III

**Development Appraisal of Policy
Compliant Scheme (12 affordable
units)**

Appraisal Summary for Phase 1

Currency in £

REVENUE

Sales Valuation	Units	ft ²	Sales Rate ft ²	Unit Price	Gross Sales
Type A - Semi - AH	1	766	120.00	91,920	91,920
Type A - End - AH	5	3,830	120.00	91,920	459,600
Type A - Mid - AH	3	2,298	80.00	61,280	183,840
Type N - End- AH	2	1,248	80.00	49,920	99,840
Type N - Mid - AH	1	624	221.00	137,904	137,904
Type B - Semi	1	930	310.00	288,300	288,300
Type B - End	2	1,860	305.00	283,650	567,300
Type C - Semi	6	9,252	280.00	431,760	2,590,560
Type D - Det	1	1,441	300.00	432,300	432,300
Type D - Semi	3	4,323	285.00	410,685	1,232,055
Type D - End	3	4,323	280.00	403,480	1,210,440
Type D - Mid	2	2,882	275.00	396,275	792,550
Type K - Semi	3	3,231	285.00	306,945	920,835
Type K - End	10	10,770	280.00	301,560	3,015,600
Type K - Mid	6	6,462	275.00	296,175	1,777,050
Type L - Semi	2	2,584	275.00	355,300	710,600
Type M - Semi	2	1,624	315.00	255,780	511,560
Type P - Semi	1	1,195	310.00	370,450	370,450
Type H - Det with Garage	1	1,527	295.00	450,465	450,465
Type H - Det with Garage	3	4,581	295.00	450,465	1,351,395
Type D - Det with Garage	3	4,323	300.00	432,300	1,296,900
Type D - Semi with Garage	1	1,441	285.00	410,685	410,685
Totals	62	71,515			18,902,149

Additional Sales Revenue

Garage Sales Revenue - Type H - Det with Garage	15,000
Garage Sales Revenue - Type H - Det with Garage	36,000
Garage Sales Revenue - Type D - Det with Garage	36,000
Garage Sales Revenue - Type D - Semi with Garage	12,000
	99,000

NET REALISATION

19,001,149

OUTLAY

ACQUISITION COSTS

Fixed Price	2,550,000	
Fixed Price (4.90 Acres @ 520,408.16 /Acre)		2,550,000
		2,550,000
Stamp Duty		117,000
Effective Stamp Duty Rate	4.59%	
Agent Fee	1.00%	25,500
Legal Fee	0.50%	12,750
Town Planning		66,091
		221,341

CONSTRUCTION COSTS

Construction	ft ²	Build Rate ft ²	Cost
Type A - Semi - AH	766	135.00	103,410
Type A - End - AH	3,830	135.00	517,050
Type A - Mid - AH	2,298	135.00	310,230
Type N - End- AH	1,248	135.00	168,480
Type N - Mid - AH	624	135.00	84,240
Type B - Semi	930	135.00	125,550
Type B - End	1,860	135.00	251,100
Type C - Semi	9,252	135.00	1,249,020
Type D - Det	1,441	135.00	194,535
Type D - Semi	4,323	135.00	583,605
Type D - End	4,323	135.00	583,605
Type D - Mid	2,882	135.00	389,070
Type K - Semi	3,231	135.00	436,185
Type K - End	10,770	135.00	1,453,950
Type K - Mid	6,462	135.00	872,370

Appendix IV

Development Appraisal of Non-Policy Compliant Scheme (0 affordable units)

APPRAISAL SUMMARY**AVISON YOUNG (UK) LTD****Appraisal Summary for Phase 1**

Currency in £

REVENUE

Sales Valuation	Units	ft ²	Sales Rate ft ²	Unit Price	Gross Sales
Type A - Semi	1	766	315.00	241,290	241,290
Type A - End	5	3,830	310.00	237,460	1,187,300
Type A - Mid	3	2,298	305.00	233,630	700,890
Type N - End	2	1,248	320.00	199,680	399,360
Type N - Mid	1	624	315.00	196,560	196,560
Type B - Semi	1	930	310.00	288,300	288,300
Type B - End	2	1,860	305.00	283,650	567,300
Type C - Semi	6	9,252	280.00	431,760	2,590,560
Type D - Det	1	1,441	300.00	432,300	432,300
Type D - Semi	3	4,323	285.00	410,685	1,232,055
Type D - End	3	4,323	280.00	403,480	1,210,440
Type D - Mid	2	2,882	275.00	396,275	792,550
Type K - Semi	3	3,231	285.00	306,945	920,835
Type K - End	10	10,770	280.00	301,560	3,015,600
Type K - Mid	6	6,462	275.00	296,175	1,777,050
Type L - Semi	2	2,584	275.00	355,300	710,600
Type M - Semi	2	1,624	315.00	255,780	511,560
Type P - Semi	1	1,195	310.00	370,450	370,450
Type H - Det with Garage	1	1,527	295.00	450,465	450,465
Type H - Det with Garage	3	4,581	295.00	450,465	1,351,395
Type D - Det with Garage	3	4,323	300.00	432,300	1,296,900
Type D - Semi with Garage	1	1,441	285.00	410,685	410,685
Totals	62	71,515			20,654,445

Additional Sales Revenue

Garage Sales Revenue - Type H - Det with Garage	15,000
Garage Sales Revenue - Type H - Det with Garage	36,000
Garage Sales Revenue - Type D - Det with Garage	36,000
Garage Sales Revenue - Type D - Semi with Garage	12,000
	99,000

NET REALISATION**20,753,445****OUTLAY****ACQUISITION COSTS**

Fixed Price	2,550,000	
Fixed Price (4.90 Acres @ 520,408.16 /Acre)		2,550,000
		2,550,000
Stamp Duty		117,000
Effective Stamp Duty Rate	4.59%	
Agent Fee	1.00%	25,500
Legal Fee	0.50%	12,750
Town Planning		66,091
		221,341

CONSTRUCTION COSTS

Construction	ft ²	Build Rate ft ²	Cost
Type A - Semi	766	135.00	103,410
Type A - End	3,830	135.00	517,050
Type A - Mid	2,298	135.00	310,230
Type N - End	1,248	135.00	168,480
Type N - Mid	624	135.00	84,240
Type B - Semi	930	135.00	125,550
Type B - End	1,860	135.00	251,100
Type C - Semi	9,252	135.00	1,249,020
Type D - Det	1,441	135.00	194,535
Type D - Semi	4,323	135.00	583,605
Type D - End	4,323	135.00	583,605
Type D - Mid	2,882	135.00	389,070
Type K - Semi	3,231	135.00	436,185
Type K - End	10,770	135.00	1,453,950
Type K - Mid	6,462	135.00	872,370

APPRAISAL SUMMARY**AVISON YOUNG (UK) LTD**

Type L - Semi	2,584	135.00	348,840	
Type M - Semi	1,624	135.00	219,240	
Type P - Semi	1,195	135.00	161,325	
Type H - Det with Garage	1,527	135.00	206,145	
Type H - Det with Garage (Additional)	258	55.00	14,190	
Type H - Det with Garage	4,581	135.00	618,435	
Type H - Det with Garage (Additional)	582	55.00	32,010	
Type D - Det with Garage	4,323	135.00	583,605	
Type D - Det with Garage (Additional)	582	55.00	32,010	
Type D - Semi with Garage	1,441	135.00	194,535	
Type D - Semi with Garage (Additional)	194	55.00	10,670	
Totals	71,515 ft²		9,743,405	
Contingency		5.00%	487,170	10,230,575
Other Construction				
Warranty cost per unit (Advantage)	54 un	2,000.00 /un	108,000	
Site remediation			650,000	
Retaining walls			1,173,607	
TPO works			25,000	
Deep drainage			96,000	
Culvert works			75,000	
SUDS tank			117,970	
Culvert rectification			50,000	
277 CL ground works and fencing			25,000	2,320,577
Section 106 Costs				
Education Contribution			97,444	
Biodiversity Net Gain			147,890	
Sustainable Travel Fund			47,031	
Travel Plan Monitoring Fee			10,000	302,365
Section 278 Costs				
Section 278 Costs			20,000	20,000
PROFESSIONAL FEES				
All Professional Fees		8.00%	779,472	779,472
DISPOSAL FEES				
Sales, Legals and Marketing		2.50%	516,361	516,361
FINANCE				
Timescale	Duration	Commences		
Pre-Construction	6	Nov 2023		
Construction	25	May 2024		
Sale	17	Apr 2025		
Total Duration	34			
Debit Rate 7.500%, Credit Rate 0.000% (Nominal)				
Land			508,333	
Construction			260,248	
Total Finance Cost				768,581
TOTAL COSTS				17,709,272
PROFIT				
				3,044,173
Performance Measures				
Profit on Cost%		17.19%		
Profit on GDV%		14.67%		

APPRAISAL SUMMARY**AVISON YOUNG (UK) LTD**

Type L - Semi	2,584	135.00	348,840	
Type M - Semi	1,624	135.00	219,240	
Type P - Semi	1,195	135.00	161,325	
Type H - Det with Garage	1,527	135.00	206,145	
Type H - Det with Garage (Additional)	258	55.00	14,190	
Type H - Det with Garage	4,581	135.00	618,435	
Type H - Det with Garage (Additional)	582	55.00	32,010	
Type D - Det with Garage	4,323	135.00	583,605	
Type D - Det with Garage (Additional)	582	55.00	32,010	
Type D - Semi with Garage	1,441	135.00	194,535	
Type D - Semi with Garage (Additional)	194	55.00	10,670	
Totals	71,515 ft²		9,743,405	
Contingency		5.00%	487,170	10,230,575
Other Construction				
Warranty cost per unit (Advantage)	54 un	2,000.00 /un	108,000	
Site remediation			650,000	
Retaining walls			1,173,607	
TPO works			25,000	
Deep drainage			96,000	
Culvert works			75,000	
SUDS tank			117,970	
Culvert rectification			50,000	
277 CL ground works and fencing			25,000	2,320,577
Section 106 Costs				
Education Contribution			97,444	
Biodiversity Net Gain			147,890	
Sustainable Travel Fund			47,031	
Travel Plan Monitoring Fee			10,000	302,365
Section 278 Costs				
Section 278 Costs			20,000	20,000
PROFESSIONAL FEES				
All Professional Fees		8.00%	779,472	779,472
DISPOSAL FEES				
Sales, Legals and Marketing		2.50%	472,554	472,554
FINANCE				
Timescale	Duration	Commences		
Pre-Construction	6	Nov 2023		
Construction	25	May 2024		
Sale	17	Apr 2025		
Total Duration	34			
Debit Rate 7.500%, Credit Rate 0.000% (Nominal)				
Land			532,713	
Construction			254,951	
Other			4,474	
Total Finance Cost				792,138
TOTAL COSTS				17,689,022
PROFIT				1,312,127
Performance Measures				
Profit on Cost%		7.42%		
Profit on GDV%		6.91%		

Contact Details

Enquiries

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Redacted

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