

DATED

22 JUNE 2022

**CONSULTANCY AGREEMENT
FOR
PROJECT MANAGEMENT OF THE
TALL SHIPS SAILING VOYAGE YOUTH PROJECT 2023**

between

THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE

and

THE SPORTS TRUST

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Legal Services
Civic Centre
Castle Hill Avenue
Folkestone, Kent CT20 2QY

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THIS AGREEMENT is dated

22 JUNE 2022

BETWEEN

- (1) **THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE** of the Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY (the "**Council**");
- (2) **THE SPORTS TRUST** (company registration number 08623233, charity registration number 1155522) of Three Hills Sports Park, Cheriton Road, Folkestone, Kent CT19 5JU (the "**Consultant**")

(hereinafter collectively "**the Parties**" and independently "**the Party**")

WHEREAS the Council requires professional services to be rendered for the delivery of the "Tall Ships Sailing Voyage 2023" youth project and the Consultant has agreed to render those services in accordance with this Consultancy Agreement.

NOW THEREFORE THE PARTIES HERETO AGREE AS FOLLOWS:

1. INTERPRETATION

The following definitions and rules of interpretation apply in this Agreement (unless the context requires otherwise).

1.1 Definitions:

Agreed Purposes: for the purpose of delivering the services and activities described in Schedule 1.

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Commencement Date: 9 May 2022

Council Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the affairs of the Council or its or their customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant's use by the Council during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant on the Council or the Consultant's computer systems or other electronic equipment during the Engagement.

Confidential Information: information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, suppliers products, affairs and finances of the Council for the time being confidential to the Council and trade secrets including, without limitation, technical data and know-how relating to the Council or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts, including (but not limited to)

information that the Consultant creates, develops, receives or obtains in connection with his Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

Controller, data subject, personal data, personal data breach, processing and appropriate technical and organisational measures: as set out in the Data Protection Legislation.

Data Discloser: a party that discloses Shared Personal Data to the other party.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation (*Regulation (EU) 2016/679*) (UK GDPR), the Data Protection Act 2018 (and regulations made thereafter) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).

Engagement: the engagement of the Consultant by the Council on the terms of this Agreement.

Holding Company: has the meaning given in clause 1.7.

Insurance Policies: commercial general liability insurance cover, employer's liability insurance cover, and public liability insurance cover.

Intellectual Property Rights: patents, utility models, rights to Inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation made by the Consultant in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Permitted Recipients: the parties to this agreement, the employees of each party, and any third parties engaged to perform obligations in connection with this agreement.

Request for Information: a request for information or an apparent request under the FOIA or the Environment Information Regulations.

Services: the services provided by the Consultant in a consultancy capacity for the Council as more particularly described in the 0 1 attached hereto.

Shared Personal Data: the personal data to be shared between the parties under clause 8 of this agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- a) Names, date of birth, medical information, and dietary information of project participants and candidates;
- b) Names and contact details of parents and/or guardians of participants and candidates, and support or case workers assigned to the participants and candidates, and
- c) Safeguarding information regarding project participants and candidates.

Sub-consultant: a Sub-consultant engaged by the Consultant under the terms of clause 3.3.

subsidiary: has the meaning given in clause 1.7.

Termination Date: the date of termination of this Agreement, howsoever arising.

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

- 1.2 The headings in this Agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.6 The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes the Schedules.
- 1.7 A reference to a **Holding Company** or a **subsidiary** means a holding company or a subsidiary (as the case may be) as defined in section 1159 of the Companies Act 2006 and a company shall be treated, for the purposes only of the membership requirement contained in sections 1159(1)(b) and (c), as a member of another company even if its shares in that other company are registered in the name of (a) another person (or its nominee), whether by way of security or in connection with the taking of security, or (b) as a nominee.

2. TERM OF ENGAGEMENT

2.1 The Council shall engage the Consultant and the Consultant shall provide the Services on the terms of this Agreement.

2.2 The Engagement shall be deemed to have commenced on the Commencement Date and (subject to clause 11 below) shall continue (unless extended at the mutual agreement of the Parties) until terminated:

- (a) for a period of 17 months; or
- (b) until either party giving to the other not less than 4 weeks' prior written notice.

3. DUTIES AND OBLIGATIONS

3.1 During the Engagement the Consultant shall:

- (a) provide the Services with all due care, skill and ability and use their best endeavours to promote the interests of the Council; and
- (b) promptly give to the Council all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services.

3.2 If the Consultant is unable to provide the Services due to illness or injury, they shall advise the Council of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.

3.3 The Consultant may, with the prior written approval of the Council and subject to the following proviso, appoint a suitably qualified and skilled Sub-consultant to perform the Services on his behalf, provided that the Sub-consultant shall be required to enter into direct undertakings with the Council, including with regard to confidentiality. If the Council accepts the Sub-consultant, the Consultant shall continue to invoice the Council in accordance with clause 4 and shall be responsible for the remuneration of the Sub-consultant. For the avoidance of doubt, the Consultant will continue to be subject to all duties and obligations under this Agreement for the duration of the appointment of the Sub-consultant.

3.4 The Consultant undertakes that the terms and conditions of any sub-contract it enters into with a Sub-consultant shall (where applicable) comply with section 113 of the Public Contracts Regulations 2015 and result in payments being made not later than thirty (30) days from the date of receipt of a relevant invoice from the Sub-Consultant.

- 3.5 The Consultant shall use reasonable endeavours to ensure that they are available at all times on reasonable notice to provide such assistance or information as the Council may require.
- 3.6 Unless they have been specifically authorised to do so by the Council in writing, the Consultant shall not:
- (a) have any authority to incur any expenditure in the name of or for the account of the Council; or
 - (b) hold themselves out as having authority to bind the Council.
- 3.7 The Consultant shall comply with all reasonable standards of safety and comply with all reasonable standards of safety and comply with the Council's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Council any unsafe working conditions or practices.
- 3.8 Not used.
- 3.9 The Consultant undertakes to the Council that during the Engagement they shall take all reasonable steps to offer (or cause to be offered) to the Council any business opportunities as soon as practicable after the same shall have come to their knowledge and in any event before the same shall have been offered by the Consultant (or caused by the Consultant to be offered) to any other party.
- 3.10 The Consultant may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:
- (a) the Council will not be liable to bear the cost of such functions; and
 - (b) at the Council's request the third party shall be required to enter into direct undertakings with the Council, including with regard to confidentiality.
- 3.11 The Consultant shall:
- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) comply with the Council's Ethics and Anti-bribery and Anti-corruption Policies in each case as the Council or the relevant industry body may update them from time to time (**Relevant Policies**);

- (d) promptly report to the Council any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this Agreement;
- (e) ensure that all persons associated with the Consultant or other persons who are performing services or providing goods in connection with this Agreement comply with this clause 3.11; and
- (f) annually certify to the Council in writing, their compliance with this clause 3.11.11. The Consultant shall provide such supporting evidence of compliance as the Council may reasonably request.

3.12 Failure to comply with clause 3.11 may result in the immediate termination of this Agreement.

3.13 The Consultant shall:

- (a) not engage in any activity, practice or conduct which would constitute either:
 - (i) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
 - (ii) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;
- (b) promptly report to the Council any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017 or any suspected tax evasion offences or facilitation of tax evasion offences, whether under UK law or under the law of any foreign country, in connection with the performance of this Agreement;
- (c) ensure that all persons associated with the Consultant or other persons who are performing services or providing goods in connection with this Agreement comply with this clause 3.13; and
- (d) annually certify to the Council in writing compliance with this Clause 3.13 by the Consultant and all persons associated with the Consultant or other persons who are performing services or providing goods in connection with this Agreement. The Consultant shall provide such supporting evidence of compliance as the Council may reasonably request.

3.14 Failure to comply with Clause 3.13 may result in the immediate termination of this Agreement.

3.15 The Consultant undertakes that the terms and conditions of any sub-contract or sub-consultancy agreement it enters into with a sub-contractor or sub-consultant shall comply with section 113 of the Public Contracts Regulations 2015 and result in payments being made not later than thirty (30) days from the date of receipt of a relevant invoice from the sub-contractor or sub-consultant.

4. FEES

4.1 In consideration of the Services to be rendered by the Consultant in accordance with this Agreement the Council shall make Payments to the Consultant for the provision of the Services as follows:

- (a) payments in respect of the Services previously rendered to the satisfaction of the Council in accordance with this Contract within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
- (b) such additional Consultancy Fees (if any) as shall from time to time be determined by the Council having regard to the Services rendered by the Consultant.

4.2 The Council shall pay each invoice submitted by the Consultant for Services successfully rendered in accordance with this Agreement within 30 days of receipt thereof.

4.3 The Council shall accept and process for payment an electronic invoice submitted for payment by the Consultant where the invoice is undisputed and where it complies with the standard on electronic invoicing.

4.4 For the purposes of clause 4.3 an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

4.5 The Council shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to the Council at any time.

4.6 Payment in full or in part of the fees claimed under clause 4 or any expenses claimed under clause 5 shall be without prejudice to any claims or rights of the Council against the Consultant in respect of the provision of the Services.

5. EXPENSES

5.1 The Consultant shall bear his own expenses incurred in the course of the Engagement.

5.2 If the Consultant is required to travel abroad in the course of the Engagement he shall be responsible for any necessary insurances, inoculations and immigration requirements.

6. OTHER ACTIVITIES

Nothing in this Agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

- (a) such activity does not cause a breach of any of the Consultant's obligations under this Agreement;
- (b) the Consultant shall not engage in any such activity if it relates to a business which is similar to or in any way competitive with the role of the Council without the prior written consent of the Council (such consent not to be unreasonably withheld); and
- (c) the Consultant shall give priority to the provision of the Services to the Council over any other business activities undertaken by the Consultant during the course of the Engagement.

7. CONFIDENTIAL INFORMATION

7.1 The Consultant acknowledges that in the course of the Engagement they may have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 7.

7.2 The Consultant shall not (except in the proper course of their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorised by the Council or required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

7.3 At any stage during the Engagement, the Consultant will promptly on request return all and any Council Property in his possession to the Council.

7.4 Nothing in this clause 7 shall prevent the Consultant or the Council (or any of its officers, employees, workers or agents) from:

- (a) reporting a suspected criminal offence to the police or any law enforcement agency or co-operating with the police or any law enforcement agency regarding a criminal investigation or prosecution; or
- (b) doing or saying anything that is required by HMRC or a regulator, ombudsman or supervisory authority; or
- (c) whether required to or not, making a disclosure to, or co-operating with any investigation by, HMRC or a regulator, ombudsman or supervisory authority regarding any misconduct, wrongdoing or serious breach of regulatory requirements (including giving evidence at a hearing); or

- (d) complying with an order from a court or tribunal to disclose or give evidence; or
- (e) making any other disclosure as required by law.

8. DATA PROTECTION

8.1 Not used.

8.2 The Consultant and the Council acknowledge that for the purposes of the Data Protection Legislation, the Council and the Consultant are joint controllers.

8.3 The Consultant and the Council will comply with the Data Protection Legislation.

8.4 **Shared Personal Data.** This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the **Data Discloser**) will regularly disclose to the other party Shared Personal Data collected by the Data Discloser for the Agreed Purposes.

8.5 **Effect of non-compliance with Data Protection Legislation.** Each party shall comply with all the obligations imposed on a controller under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

8.6 **Particular obligations relating to data sharing.** Each party shall:

- a) ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Agreed Purposes;
- b) give full information to any data subject whose personal data may be processed under this agreement of the nature of such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the Permitted Recipients, their successors and assignees;
- c) process the Shared Personal Data only for the Agreed Purposes;
- d) not disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
- e) ensure that all Permitted Recipients are subject to written contractual obligations concerning the Shared Personal Data (including obligations of confidentiality) which are no less onerous than those imposed by this agreement;

- f) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data.
- g) not transfer any personal data received from the Data Discloser outside the EEA unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.

8.7 **Mutual assistance.** Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation. In particular, each party shall:

- a) consult with the other party about any notices given to data subjects in relation to the Shared Personal Data;
- b) promptly inform the other party about the receipt of any data subject rights request;
- c) provide the other party with reasonable assistance in complying with any data subject rights request;
- d) not disclose, release, amend, delete or block any Shared Personal Data in response to a data subject rights request without first consulting the other party wherever possible;
- e) assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
- f) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
- g) at the written direction of the Data Discloser, delete or return Shared Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the Shared Personal Data;
- h) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- i) maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and allow for audits by the other party or the other party's designated auditor; and

j) provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the Data Protection Legislation, including the training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the Data Protection Legislation.

8.8 **Indemnity.** Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.

9. INTELLECTUAL PROPERTY

9.1 Not used.

10. INSURANCE AND LIABILITY

10.1 The Consultant shall have liability for and shall indemnify the Council for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant or a Sub-consultant engaged by the Consultant of the terms of this Agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.

10.2 The Consultant shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the Council and that the level of cover and other terms of insurance are acceptable to and agreed by the Council.

10.3 The Consultant shall on request supply to the Council evidence of such Insurance Policies and evidence that the relevant premiums have been paid.

10.4 The Consultant shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Consultant is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant shall notify the Council without delay.

11. TERMINATION

11.1 Notwithstanding the provisions of clause 2.2, the Council may terminate the Engagement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:

- (a) commits any gross misconduct affecting the Council;
- (b) commits any serious or repeated breach or non-observance of any of the provisions of this Agreement or refuses or neglects to comply with any reasonable and lawful directions of the Council;
- (c) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
- (d) is in the reasonable opinion of the Council negligent or incompetent in the performance of the Services;
- (e) is declared bankrupt or makes any arrangement with or for the benefit of their creditors or has a county court administration order made against them under the County Court Act 1984;
- (f) is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 14 days in any 52-week consecutive period;
- (g) commits any fraud or dishonesty or acts in any manner which in the opinion of the Council brings or is likely to bring the Consultant or the Council into disrepute or is materially adverse to the interests of the Council;
- (h) commits any breach of the Council's policies and procedures; or
- (i) commits any offence under the Bribery Act 2010;
- (j) commits a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017 or a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017.

11.2 The rights of the Council under clause 11.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this Agreement on the part of the Consultant as having brought the Agreement to an end. Any delay by the Council in exercising its rights to terminate shall not constitute a waiver of these rights.

12. OBLIGATIONS ON TERMINATION

On the Termination Date the Consultant shall:

- (a) immediately deliver to the Council all Council Property and original Confidential Information in their possession or under his control;

- (b) subject to the Council's data retention guidelines, irretrievably delete any information relating to the Council stored on any magnetic or optical disk or memory (including but not limited to any Confidential Information) and all matter derived from such sources which is in their possession or under their control outside the premises of the Council. This obligation includes requiring any sub-contractor to delete such information where applicable; and
- (c) provide a signed statement that they have complied fully with their obligations under this clause 12, together with such evidence of compliance as the Council may reasonably request.

13. FREEDOM OF INFORMATION

13.1 The Consultant acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 ("the FOIA") and the Environmental Information Regulations 2004 ("the EIRs"), in each case as may be amended from time to time. The Consultant undertakes:

- (a) to provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;
- (b) to transfer to the Council all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (c) to provide the Council with a copy of all information belonging to the Council requested in the Request For Information which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and
- (d) not to respond directly to a Request For Information unless authorised in writing to do so by the Council.

13.2 The Consultant acknowledges that the Council may be required under the FOIA and EIRs to disclose information without consulting or obtaining consent from the Consultant. The Council shall take reasonable steps to notify the Consultant of a Request For Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the Consultant accept that the Council shall determine in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

14. STATUS

- 14.1 The relationship of the Consultant to the Council will be that of independent contractor and nothing in this Agreement shall render an employee, worker, agent or partner of the Consultant an employee, worker, agent or partner of the Council and the Consultant shall not hold themselves out as such.
- 14.2 This Agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Council for and in respect of:
- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Consultant shall further indemnify the Council against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Council in connection with or in consequence of any such liability, deduction, contribution, assessment or claim other than where the latter arise out of the Council's negligence or wilful default;
 - (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any Sub-consultant against the Council arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Council.
- 14.3 The Council may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

15. COMPLIANCE WITH ANTI-SLAVERY AND HUMAN TRAFFICKING LAWS

- 15.1 In performing its obligations under this Agreement, the Consultant shall:
- (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015; and
 - (b) not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK; and
 - (c) include in its contracts with its subcontractors and suppliers anti-slavery and human trafficking provisions that are at least as onerous as those set out in this clause 15.

- 15.2 The Consultant represents and warrants that neither the Consultant nor any of its officers, employees or other persons associated with it:
- (a) has been convicted of any offence involving slavery and human trafficking; and
 - (b) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 15.3 The Consultant shall implement due diligence procedures for its subcontractors, and suppliers and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 15.4 Not used.
- 15.5 The Consultant shall notify the Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Agreement.
- 15.6 Not used.
- 15.7 The Consultant shall:
- (a) maintain a complete set of records to trace the supply chain of all Goods and Services provided to the Council in connection with this Agreement; and
 - (b) permit the Council and its third party representatives, on reasonable notice during normal business hours to have access to and take copies of the Consultant's records and any other information and to meet with the Council's personnel to audit the Council's compliance with its obligations this clause;
- 15.8 The Consultant shall implement a system of training for its employees to ensure compliance with anti-slavery and human trafficking laws, statutes, regulations and codes.
- 15.9 The Consultant shall keep records of all training offered and completed by its employees to ensure compliance with anti-slavery and human trafficking laws, statutes, regulations and codes and shall make a copy of the record available to the Council on request.

- 15.10 The Consultant shall indemnify the Council against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by or awarded against the Council as a result of its failure to comply with anti-slavery and human trafficking laws, statutes, regulations and codes.
- 15.11 The Consultant represents, warrants and undertakes that it conducts its business in a manner that is consistent with anti-slavery and human trafficking laws, statutes, regulations and codes.
- 15.12 The Council may terminate the agreement with immediate effect by giving written notice to the Consultant if the Consultant fails to comply with anti-slavery and human trafficking laws, statutes, regulations and codes.

16. NOTICES

- 16.1 Any notice or other communication given to a party under or in connection with this Agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at the address given in this Agreement or as otherwise notified in writing to the other party.
 - (b) sent by email to the addresses below or such other email address nominated by the respective party from time to time:
 - (i) Notices for the Council to [REDACTED]@folkestone-hythe.gov.uk
 - (ii) Notices for the Consultant to [REDACTED]@thesportstrust.org
- 16.2 Any notice or communication shall be deemed to have been received:
- (a) if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the address given in this Agreement;
 - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting.
 - (c) if sent by email, at 9.00 am on the next Business Day after transmission.
- 16.3 If deemed receipt under clause 16.2 would occur outside business hours in the place of receipt, it shall be deferred until business hours resume. In this clause 16.3 business hours means 9.00am to 5.00pm Monday to Friday on a day that is not a public holiday in the place of receipt.
- 16.4 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

16.5 A notice given under this Agreement is not valid if sent by e-mail.

17. ENTIRE AGREEMENT

17.1 This Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

17.2 Each party acknowledges that in entering into this Agreement 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 Agreement.

17.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

17.4 Nothing in this clause shall limit or exclude any liability for fraud.

18. VARIATION

No variation of this Agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

19. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

20. THIRD PARTY RIGHTS

20.1 Except as expressly provided elsewhere in this Agreement, a person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

20.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

21. GOVERNING LAW

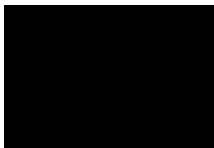
This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

22. JURISDICTION

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 this Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF the parties hereto have entered into this Consultancy Agreement on the day and year first above written

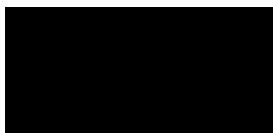
For and on behalf of
**THE DISTRICT COUNCIL OF
FOLKESTONE AND HYTHE**



.....
Authorised signatory

**For and on behalf of
THE SPORTS TRUST**

Signature:



SCHEDULE 1: SPECIFICATION

SAILING VOYAGE DRAFT SCOPING DOCUMENT 07/04/2021

INTRODUCTION

Since 2013, Folkestone & Hythe District council have worked with Boulogne town to successfully jointly deliver the biennial Sailing Voyage project.

60 Year 9 young people are selected by their schools (30 from UK side) to participate in the project which focuses on improving their self-esteem, self-confidence, open mindedness, team spirit and equipping them with life skills for the future. 26 candidates will be selected (13 UK side) to take part in the "Voyage"

09/07/2023 the Tall Ship Thalassa will arrive at Folkestone Harbour to board the selected 26 French and English candidates along with their 4 support workers. The 5 day voyage usually has stopovers at coastal ports such as Ostend, Dieppe and Dunkirk.

13/07/2022 the young people will disembark from the Thalassa to participate in the Boulogne sea festival launch

Prior to the "Voyage" a parent information meeting in October 2022, a UK candidate team building event in spring 2023 and 2 cross border team building day events in May and June 2023 take place.

PROJECT MANAGEMENT RESPONSIBILITIES

The project manager will be required to:

- Prepare a project plan which details how the project will be supported and delivered
- Present the S.V Tall Ship project to all schools in the district
- Prepare and manage the budget to a maximum of £35 000
- Jointly agree with French counterparts dates for the project's key events
- Collate the list of 6 candidates and 2 reserve candidates selected by the 5 F&H district schools (40 UK candidates in total)
- Organise and deliver a presentation to F&HDC parents
- Organise and deliver a team building event for the UK young people
- Purchase equipment and matching kit for the Sailing Voyage team building events and the voyage
- Organise a 4 day exchange weekend in the district for 60 Boulogne and F&HDC Young People. Team building "Duke of Edinburgh style" activities need to take place either in house or subcontracted out to an external supplier. Accommodation will also need to be organised and paid for within the budget

- Attend, support and safeguard the young people at the Boulogne 4 day exchange
- Jointly develop and agree with their French counterparts the selection of 24 YP for the "Voyage"
- Organise and deliver the Harbour Arm event 09/07/2022 for the Thalassa departure
- Support the Young people on their 5 day "Voyage" and participate in the "Voyage" activities
- Organise the transport of elected members, young people not selected and parents to and from the Sea festival launch in Boulogne
- Prepare a final written evaluation of Young People's progress and the lessons learnt

DRAFT PROJECT DEADLINES

| | |
|-------------------|--|
| 11/04/2022 | Call for tender on the Portal |
| 29/04/2022 | Portal closes for submissions date |
| 06/05/2022 | Notification of tender selected |
| End May 2022 | Jointly agree with French counterparts dates for the project's key events |
| June/July 2022 | Present to Folkestone, Hythe and Romney Marsh schools |
| Sept /Oct 2022 | Candidates selected by schools Organise and deliver presentation to parents |
| November 2022 | Purchase equipment and matching kit for the Sailing Voyage candidates |
| March/ April 2023 | Organisation of team building event for all the candidates |
| May 2023 | Organise a 4 day exchange weekend in UK |
| June 2023 | Attend the Boulogne 4 day exchange |
| June 2023 | Select the 24 candidates for the "Voyage" |
| 09/07/2022 | Harbour Arm event and Thalassa departure for the 5 day "Voyage" |
| 13/07/2023 | Thalassa arrives at Boulogne for the 11.00 Sea festival inauguration |
| September 2023 | Project evaluation |

SAILING VOYAGE CANDIDATE PROFILE

- Year 9 "grey and invisible" YP (13 and 14 year olds)
(Young people starting to get lost in school system, eclipsed by high achievers and high-level offenders and failing to achieve their potential)
- Those who will benefit the most from this once in a lifetime opportunity

PROPOSED SELECTION CRITERIA

- Behaviour and attitude towards colleagues
- Cohesion and team work
- Attendance and commitment to team building event and exchange weekends
- Motivation to improve communication with fellow peers
- Use of initiative and level of confidence
- Sailing skills / happy on a boat

EXAMPLES OF PREVIOUS TEAM BUILDING ACTIVITIES

| | | |
|--------------------------|---------------------------|-------------------------|
| Sailing | Sand yachting | Kayaking |
| Canoeing | Night time orienteering | Chocolate factory visit |
| Stand up Paddle boarding | Banana boating | Foot golf |
| Pickle Ball | Battle Zone | Treasure Hunt in |
| Fortified town | | |
| Tobogganing | Archery | Skiing |
| Cross Country Challenge | Pool Inflatable Challenge | Visit to Nausicaa |

Maximum Budget £40,000

SCHEDULE 2: CONSULTANT'S QUOTATION

Invitation to Quote (ITQ) Supplier Response Document



Project Management of Tall Ships 2023 April 2022

CONTENTS

- Section 1 – Supplier details
- Section 2 – Technical and quality questions
- Section 3 – Pricing schedule
- Section 4 – Terms & conditions of contract
- Section 5 – Declarations

REQUIRED DOCUMENTS

Please also complete and provide:

- Appendix B – pricing schedule

APPENDICES

Please list any additional documents you have submitted with your quotation:

- The Three Hills environmental policy
- TST Safeguarding policies

SECTION 1 – SUITABILITY QUESTIONNAIRE

1.1 ORGANISATION DETAILS

This section is for information only, but must be completed in full.

The terms 'the organisation' and 'your organisation' used in this document mean your business, company, charity, partnership or any other type of organisation identified below.

| | |
|---|--|
| Full name of the organisation submitting this quotation | The Sports Trust |
| Registered office address: | Three Hills Sports Park, Cheriton Road, Folkestone, Kent CT195JU |
| Company registration or charity registration number | 1155522 |
| VAT registration number | GB256396864 |
| Name of immediate parent company | |
| Name of ultimate parent company | |
| Type of organisation: <ul style="list-style-type: none"> • public limited company (PLC) • limited company (LTD) • limited liability partnership (LLP) • other partnership • sole trader • third sector (charity) • other (please explain) | please state which: Third sector (not for profit charity) |
| Are you a Small, Medium or Micro Enterprise (SME)? | Yes |
| Contact details for questions about this quotation | |
| Name: | ██████████ |
| Phone: | ██████████ |
| Mobile: | ██████████ |
| Email: | ██████████@thesportstrust.org |

Sole bidding organisation

You are a 'sole bidding organisation' if this quotation is submitted for your company only. If you intend to use sub-contractors, consultants or other partner organisations to deliver the contract, you do not need to identify them in your response*. Your company will be entirely liable to Folkestone & Hythe District Council (F&HDC) for the delivery of the requirements of the contract.

*Exception: where sub-contractors will play a significant role in the delivery of the services (e.g. more than 50%) please refer to Section 1.1

Consortia, partnerships and joint ventures

If you are quoting for this contract on behalf of a group of companies (a consortium, partnership or joint venture) the following information must be provided:

- Full details of the consortium, partnership or joint venture and
- Information sought in this questionnaire in respect of each of the consortia, partnership or joint venture constituent members as part of a single response.

If you propose to create a separate corporate entity for this contract, you must provide details of the actual or proposed percentage shareholding of the constituent members within the consortium in a separate schedule (how much of the new organisation each member will own).

F&HDC reserves the right to require a successful consortium to form a single legal entity in accordance with Regulation 19(6) of the Public Contracts Regulations 2015.

If there is a change in the consortium, partnership or joint venture you must inform F&HDC immediately.

Special Purpose Vehicles (SPV)

You are a 'Special Purpose Vehicle' (SPV) if you have formed (or will form) a new legal entity for the purpose of bidding for this contract, with the intention that this organisation will be awarded the contract.

In addition the member organisation of the special purpose vehicle will be required to be jointly and severally liable to the Council for the delivery of the requirements of the contract, regardless of

- (a) the value of their contributions in respect of the contract sum, time, volume, quality or any other considerations, or
- (b) the future organisational or legal standing of the special purpose vehicle.

You must inform F&HDC of any withdrawal of members of the SPV during or subsequent to the ITT so that the implications of such a withdrawal may be assessed.

Consortia and sub-contracting (please tick)

Invitation to Quote (ITQ) - Supplier Response Document

| | |
|---|-----|
| a) Your organisation is bidding to deliver the contract itself | No |
| b) Your organisation is bidding in the role of prime contractor and intends to use third parties to deliver some of the contract If more than 50% of the work will be completed by sub-contractors, please provide a separate document explaining which party will be responsible for providing each part of the contract. | Yes |
| c) Bidding organisation is a consortium, joint venture or partnership | |
| d) Bidding organisation is a special purpose vehicle | |
| If your answer is (c) or (d) please provide a separate document explaining which member of the group will be responsible for providing each part of the contract. | |

1.2 GROUNDS FOR MANDATORY REJECTION

This Section is **PASS/FAIL**. If you answer 'yes' to any question in this section your quotation will be rejected.

If you are unsure how to respond you should contact us for advice before completing this form.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: your response must apply to all members.

| | |
|--|----|
| 1.2.1 Details about the grounds for mandatory rejection are set out on online (go to gov.uk webpage). Has your organisation or any other person who has powers of representation, decision or control in the organisation been convicted anywhere in the world for any of the relevant offenses within the last 5 years? | No |
| 1.2.2 If you answered "yes" to the previous question, please provide details about the incident and what action your organisation has taken since. | |
| Not applicable | |

1.3 GROUNDS FOR DISCRETIONARY REJECTION

This Section is **PASS/FAIL**. If you answer 'yes' to any question F&HDC is entitled to reject your quotation but can choose to allow you to proceed further, after considering your circumstances.

If you answer 'yes' to any question, please set out (in 1.3.1) the full details of the relevant incident and any remedial action taken. F&HDC will consider your response before making a decision about whether or not to include your quotation in its evaluations or to reject it.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: your response must apply to all members.

| | |
|--|-----------|
| <p>1.3.1 Details about the grounds for discretionary rejection are set out on online (go to gov.uk webpage).</p> <p>Do any of the discretionary rejection criteria described in the linked document apply to your organisation or any other person who has powers of representation, decision or control in the organisation or have they applied within the last 3 years?</p> | <p>No</p> |
| <p>1.3.2 Are you aware of conflicts of interest in submitting this quotation or which may occur in delivering the services?</p> | <p>No</p> |
| <p>1.3.3 If you answered "yes" to the previous questions, please provide details of your situation, including any action your organisation has taken or agreed to take.</p> | |
| <p>Not applicable</p> | |

1.4 ECONOMIC & FINANCIAL STANDING

This Section is risk based **PASS/FAIL**.

You are not required to submit any financial documents at this time, but F&HDC reserves the right to request further information and or request a credit agency report.

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: we will obtain this information for each member of the group. The threshold for turnover can be met entirely by one member or by a combination of members; it is not necessary for each member to individually meet the threshold.

| | |
|---|------------|
| <p>1.4.1 Is your annual turnover (at the date of the last audited accounts) or your projected annual turnover greater than £35,000 GBP?</p> | <p>Yes</p> |
|---|------------|

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| | |
|--|----------------------------------|
| <p>1.4.2 Please list which you are able to provide:</p> <p>A copy of your audited accounts for the last two years,</p> <p>Or financial statements for the most recent year,</p> <p>Or a statement of the cash flow forecast for the current year and a bank letter outlining the current cash and credit position.</p> | <p>Yes</p> <p>Yes</p> <p>Yes</p> |
| <p>1.4.3 If you cannot provide one of the above, please explain why and list any other financial information you can provide.</p> | |

1.5 INSURANCE

This Section is **PASS/FAIL**. A bidding organisation will fail if it does not hold or is unwilling to obtain the minimum levels of insurance required.

You are not required to submit any evidence at this time. If you are successful, you will be asked to provide evidence in the form of copies of policies, letters of confirmation from insurers (or Brokers).

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: you must be adequately covered as a whole but may do so through any combination of policies of member organisations.

| | |
|--|------------|
| <p>1.5.1 Is your Public Liability indemnity cover greater than £5 million GBP per incident?</p> | <p>Yes</p> |
| <p>1.5.2 Is your Employers Liability cover greater than £5 million GBP per incident (or the amount required by law)?</p> | <p>Yes</p> |

1.6 HEALTH & SAFETY

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: the lead member must ensure that this information is shared with all members. The lead member must confirm that all members understand and agree their obligations in this section.

Your organisation must:

- Ensure that its entire workforce and all sub-contractors will comply with all relevant health and safety legislation as well as any requirements or instructions from F&HDC.
- Have appointed a competent person with overall responsibility for health and safety that is duly authorised in the organisation.

Invitation to Quote (ITQ) - Supplier Response Document

- Have processes in place for the identification of training needs and delivery of training to its workforce appropriate to the work for which it is bidding.
- Have processes in place for the development of risk assessments and method statements relevant to the nature of the work for which it is bidding that will identify, manage and mitigate associated risks and hazards.

If your organisation has five or more employees

- have in place a written health and safety policy as required by Section 2(3) of the Health and Safety at Work etc Act 1974 and issue any codes of safe working practices to your workforce.

This policy must provide details of the competent person or persons that have been appointed on behalf of the organisation to undertake the measures needed to comply with the requirements and prohibitions of the Management of Health and Safety at Work Regulations 1999.

F&HDC may verify your compliance with the above requirements at any stage of the procurement process or during the life of the contract, by means of policy checking, validation of accreditations, site audits or any other method it deems appropriate.

Further information on employers' health and safety obligations can be found on the Health and Safety Executive website at hse.gov.uk/simple-health-safety/index.

Specific guidance on how to write a policy and risk assessment is available at hse.gov.uk/simple-health-safety/write.

| | |
|--|-----|
| 1.6.1 Does your organisation meet the required Health and Safety obligations under the applicable legislation? | Yes |
| 1.6.2 Will you accept any additional Health and Safety instructions issued by F&HDC during the contract? | Yes |

1.7 EQUALITY & DIVERSITY

If you are bidding as a consortium, partnership, joint venture or special purpose vehicle: your response must apply to all members.

| | |
|--|-----|
| 1.7.1 Does your organisation comply with its legal obligations under the Equality Act 2010, relating to protected characteristics? | Yes |
| 1.7.2 In the last three years has any finding of unlawful discrimination been made against your organisation? | No |
| 1.7.3 If you answered "yes" to the previous questions, please provide details of your situation, including any action your organisation has taken or agreed to take. | |
| Not applicable | |

| | |
|---|-----|
| 1.7.4 If you use sub-contractors, do you have processes in place to check whether any of the above apply to your sub-contractors? | Yes |
|---|-----|

1.8 MODERN SLAVERY

| | |
|---|----|
| <p>1.8.1 Section 54 of the Modern Slavery Act 2015 requires organisations with an annual turnover of £36 million or more to develop a slavery and human trafficking statement each year.</p> <p>Does this requirement apply to your organisation?</p> <p>Guidance about the Modern Slavery Act 2015 can be found online (go to gov.uk webpage)</p> | No |
| <p>1.8.2 If you have answered 'yes' to 1.8.1 are you compliant with the annual reporting requirements contained within Section 54 of the Act 2015?</p> <p>If yes, provide the web address where your report can be found</p> <p>If no, please explain.</p> | No |
| <p>1.8.3 This question is for information only. Your tender will not be rejected if the answer is 'no'.</p> <p>If you have answered 'no' to 1.8.1, do you have a modern slavery policy or measures in place to mitigate the risk of modern slavery in your organisation and in your supply chain?</p> | |
| <p>No</p> <p>This would include checks made on your staff and people who work for your organisation through subcontractors and agencies.</p> <p>If yes, please provide details of the measures currently in place.</p> <p>The Sports Trust does not currently have a modern slavery policy in place, when commissioning others to deliver on behalf of TST we do require proof of evidence with regards certain areas of work including banking and processes in place that meet funding and funders requirements and also all staff have completed and received a cleared DBS.</p> <p>Modern slavery is not an area that is included within our current requirements, but as an organisation that collaborates with many partners, we would be keen to be involved within or part of any process that enables TST to learn more about modern slavery and also put policies in place that we adhere to.</p> | |

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| | |
|--|---|
| <p>1.8.4 This question is for information only. Your tender will not be rejected if the answer is 'no'.</p> <p>Are all of your employees paid at the National Living Wage (NLW) or higher?</p> <p>The current rate of NLW can be found online (go to gov.uk webpage)</p> | <p>Yes, we pay National Living Wage as a minimum to all our employees, including employees under 25 years of age.</p> |
| | |

1.9 WHISTLEBLOWING

| | |
|--|------------|
| <p>1.9.1 Do you have a Whistleblowing policy in place; or do you agree to have in place or adopt F&HDC's Whistleblowing policy by contract award?</p> <p>(go to F&HDC's policy page)</p> | <p>Yes</p> |
|--|------------|

SECTION 2 – TECHNICAL AND QUALITY QUESTIONS

2.1 CAPABILITY

This section is **PASS/FAIL**. A bidding organisation will fail if it cannot provide details of up to 3 contracts that demonstrate technical capability or provide alternative evidence.

RELEVANT EXPERIENCE AND CONTRACT EXAMPLES

Please provide details of up to three contracts from the public, private or voluntary sector, that are relevant to the services described in this quotation.

Contracts for the supply of goods or services should be from the past three years. Works contracts may be from the past five years.

The customer contact for each example should be prepared to speak to F&HDC to confirm the accuracy of the information provided below.

Suppliers should not use previous work for or associated with F&HDC in these examples.

| | Contract 1 | Contract 2 | Contract 3 |
|-------------------------------|--|------------|----------------------|
| Name of Customer Organisation | Folkestone Academy – School Sports Programme | Fit & Fed | Reconnect Sea Sports |

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| | | | |
|--|----------------|------------|--|
| Contact name, telephone number & email | [REDACTED] | [REDACTED] | [REDACTED] |
| Start date | September 2021 | April 2020 | July 2021 |
| End date | July 2022 | March 2021 | August 2021 |
| Estimated Contract Value | £35,600 | £7500 | £5,000 2021 £40,000 agreement in place for 2022 delivery with Kent County Council which begins April 2022 |

Invitation to Quote (ITQ) - Supplier Response Document

| | | | |
|--|---|---|--|
| <p>Brief description of contract</p> | <p>To deliver comprehensive programme sports activities for pupils during lunch hour and after school which includes year 9 pupils.</p> | <p>Delivery of Fit & Fed took place over a number of years in partnership with StreeGames up to when the Holiday Activity and Food (HAF) programme was established in 2021, which TST continues to deliver.</p> <p>Fit and Fed delivered a holiday-based programme of sport, physical and social activity for young people aged 7 to 18.</p> <p>We have just delivered a HAF Easter programme and have agreed with the Education People and Kent County Council to deliver HAF to 272 young people this Summer.</p> | <p>To deliver kayaking, paddleboarding and water safety workshops within Folkestone Harbour. Sessions were open to young people aged 8 to 16 years.</p> <p>We have also confirmed agreements for £40,000 to deliver Reconnect programmes for 2022 at Three Hills Sports Park, F51 and Sea Sports</p> |
| <p>If you cannot provide three contract examples please give evidence of your technical capability in this market.</p> | | | |

2.2 GENERAL DATA PROTECTION

For the purposes of the Data Protection Legislation, F&HDC and the contractor will be joint data controllers.

The contractor will process the following data in the delivery of the project:

- names and medical personal information of young people (13-14 year olds);
- contact details and addresses of parents and support workers;
- contact information of F&HDC officers, project liaison, and Boulogne town officers.

2.2.1 Do you have the resources, systems and procedures in place to ensure your organisation will comply with the General Data Protection Regulations and F&HDC's information management policies while performing the contracted services?

If yes, please provide details.

If no, please detail what measures will be in place before the contract starts.

Yes

[Redacted]

[Redacted]

[Redacted]

2.3 HEADLINE QUESTIONS

This question is for information only. Your tender will not be rejected if the answer is 'no'.

| | |
|---|------------|
| <p>2.3.1 Do you currently have a carbon reduction plan or other measures in place to avoid or minimise the carbon emissions produced by your organisation and in your supply chain?</p> | <p>Yes</p> |
| <p>2.3.2 Have you measured or estimated your organisation's carbon emissions?</p> | |

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| | |
|--|------------|
| <p>If yes, please briefly outline the method used or the scope of this analysis e.g. scope 1 (direct emissions), scope 2 (energy indirect) or scope 3 (other indirect).</p> | |
| <p>No</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> <p>[Redacted]</p> | |
| <p>2.3.3 If the answers to both 2.3.1 and 2.3.2 above were No, does your organisation intend to evaluate its carbon emissions and implement carbon reduction initiatives within the next 12 months?</p> | <p>Yes</p> |

2.4 WEIGHTED QUESTIONS

Q1. PREVIOUS SIMILAR PROJECTS (20%)

Provide details of any previous project that you have led which has been successfully delivered within the past 5 years or are part way through delivery with similarities to the scope as described in Appendix A.

Your answer should include

- experience safeguarding children
- experience working with young people (13-14 year olds)

(You can use the examples summarised in section 1.6).

Max. 1000 words

[Redacted content]

[Redacted content]

Q2. PROPOSED APPROACH (20%)

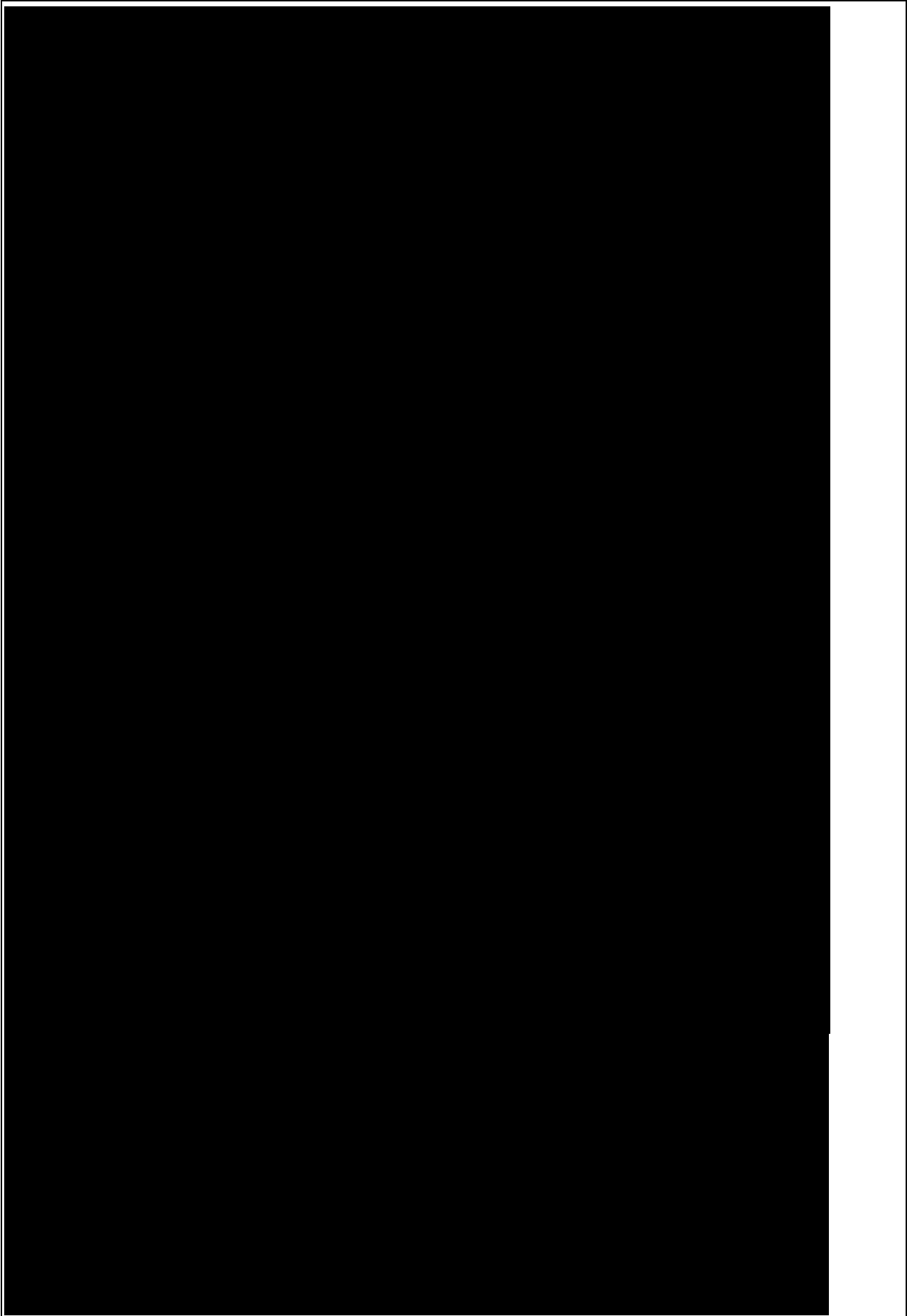
Detail your proposal for managing the project and delivering the desired outcomes for participants.

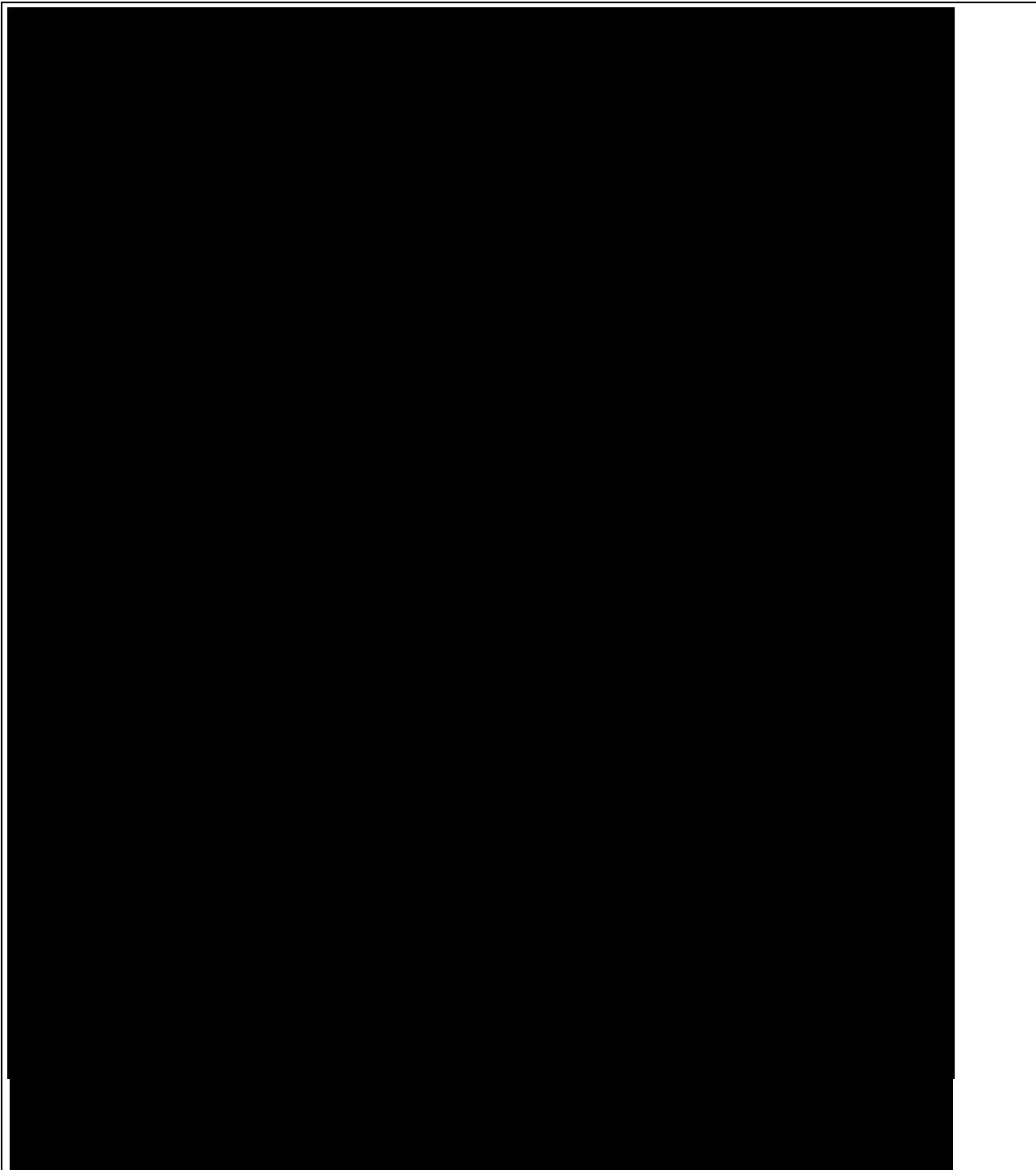
You should also include a draft project timetable setting out key activities.

Max. 1000 words

[Redacted content]

[Redacted content]





Q3. PROJECT RESOURCING (20%)

Detail the structure of the proposed project team for each stage of the project.

You should include

- each member's qualifications and experience of working on similar projects.
- the role of each member of the team, including who will lead interactions with F&HDC and other relevant parties during the project; and

Max. 1000 words

[Redacted content]

[Redacted content]

Invitation to Quote (ITQ) - Supplier Response Document

[Redacted content]

SECTION 3 – PRICING SCHEDULE

- 3.1 Please complete **Appendix B – Price Schedule**.
You may add or delete rows from the "price schedule" table freely.
- 3.2 Prices/rates are to be in £ Sterling (GBP), net only, and inclusive of all costs associated with the provision of the services (or works or goods).
- 3.3 Price(s) submitted must be **exclusive** of Value Added Tax (VAT). The percentage and amount of VAT will be shown on invoices at the current rate at the time of invoicing, if VAT applies.
- 3.4 Any estimated requirements (e.g. volumes) we give are intended for guidance only and are not guaranteed. Please submit your best commercial offer based on the information provided.
- 3.5 Unless otherwise stated, prices must be fixed (i.e. not subject to variation) for the period of the contract subject.
- 3.6 If we find any arithmetical or mathematical errors in your quotation, we correct it and inform you of any corrections we make. However, we are not responsible for finding errors. It is your responsibility to make sure your quotation is complete, comprehensive and correct.

SECTION 4 – TERMS & CONDITIONS OF CONTRACT

This Section is **PASS/FAIL**. If you answer 'no' F&HDC is entitled to reject your quotation but can choose to allow you to proceed further, after considering your circumstances.

If you answer 'no', please set out the full details in an additional appendix. F&HDC will consider your response before making a decision about whether or not to include your quotation in its evaluations or to reject it.

| | |
|--|------------|
| <p>Please ensure you have read Appendix C and Section 7 of the Instructions document.</p> <p>Do you accept F&HDC's terms (or the terms as amended by F&HDC in any pre-quote clarifications)?</p> | <p>Yes</p> |
|--|------------|

SECTION 5 – DECLARATIONS

TO: The District Council of Folkestone and Hythe (F&HDC)

PROVISION OF: Project Management of Tall Ships 2023

REFERENCE: DN607239

On behalf of The Sports Trust, I offer to provide the supplies, services and/or works to F&HDC as specified in the quotation documents, commencing and continuing for the period specified in those documents (including any option to extend).

The quotation documents consist of:

Invitation to Quote (ITQ) - Supplier Response Document

- Invitation to Quotation Instructions
- Specification (Appendix A)
- Draft contract terms
- the organisation's completed Price Schedule
- this response document
- and any documents I have submitted with this response document (listed on the first page)

If this offer is accepted, we will execute such documents as maybe appropriate in order to create a binding contract between F&HDC and ourselves.

I agree with the Council in legally binding terms to comply with the provisions of confidentiality set out in the **Request for Quotation Instructions**.

I understand F&HDC is not obliged to accept the quotation with the lowest cost or any quotation.

I accept that any costs incurred in preparing this quotation are at the organisation's own cost and F&HDC will not provide any reimbursement of these costs for unsuccessful or successful quotations.

I declare that to the best of my knowledge the answers submitted and information contained in this document are correct and accurate.

I declare that, upon request and without delay I will provide the certificates or documentary evidence referred to in this document.


I understand that the authority may reject this submission in its entirety if there is a failure to answer all the relevant questions fully, or if false/misleading information or content is provided in any section.

I am aware of the consequences of serious misrepresentation.

I declare our quotation has not been calculated by agreement or arrangement with any person other than F&HDC and that the pricing information for our quotation has not been shared with any person before the Quotation Return Date and not without the written consent of F&HDC.

I declare no person at the organisation has canvassed or solicited any member, officer, employee or agent of F&HDC in connection with the award of the Contract and that no person will do so before F&HDC completes the evaluation process.

I warrant that I have all requisite authority to sign this quotation and confirm that I have complied with all the requirements of the tender process described in the **Request for Quotation Instructions** and this **Request for Quotation supplier response document**.

| | |
|-------------------|---|
| Signature: |  |
| Name & job title: | Head of Charity |

Invitation to Quote (ITQ) - Supplier Response Document

| | |
|-----------------------|------------------|
| Dated: | 29/04/2022 |
| For and on behalf of: | The Sports Trust |

| PRICE SCHEDULE | | | | |
|---|---|----------------|------------------|---------------------------|
| PROJECT STAGE / ACTIVITY please list the activities required to meet this commission | RESOURCE please add the name of the person(s) carrying out the activity | DAILY RATE (£) | DAYS TO COMPLETE | SUBTOTAL (£) |
| Commision [REDACTED] | [REDACTED] | | | engaged directly by F&HDC |
| Commission Female Staff Suport | TBC | [REDACTED] | 12 | [REDACTED] |
| Coach Hire for May Exchange Weekend | Crosskeys | [REDACTED] | 4 | [REDACTED] |
| Coach Hire for July Sea Festival | Crosskeys | [REDACTED] | 1 | [REDACTED] |
| Eurotunnel crossings and refreshments | Eurotunnel | [REDACTED] | 1 | [REDACTED] |
| Venue Hire & Weekend Activities | Folkestone 51/Sea Sports/Three Hills Sports | [REDACTED] | 1 | [REDACTED] |
| Commision TST project manager and senior manager support | TBC | [REDACTED] | 67 | [REDACTED] |
| Harbour Arm Launch Event - July | [REDACTED] | [REDACTED] | 1 | [REDACTED] |
| Lunch with French contingents | TBC | [REDACTED] | 1 | [REDACTED] |
| 50% Tall Ship Hire | [REDACTED] | [REDACTED] | 1 | [REDACTED] |
| Accomodation for 4 day weekend | Local camp site for 60 young people and support staff x 4 nights = £40 per young person x 60 = 2400 x 4 | [REDACTED] | 60 | [REDACTED] |
| TOTAL (£) | | | | £40,008.13 |

Suppliers are asked to submit a fixed fee quote for the fulfilment of the requirements.

This should include identifying all activities involved in undertaking this commission (incl. Meetings).

Prices submitted must be **exclusive** of Value Added Tax.