

DATED

24 February

2022

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**CONSULTANCY AGREEMENT**

for

**FIRE RISK ASSESSMENTS**

between

**THE DISTRICT COUNCIL OF FOLKESTONE AND HYTHE**

and

**FIRE COMPLIANCE SERVICES LIMITED**

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

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THIS AGREEMENT is dated 24 February 2022

BETWEEN

- (1) **THE DISTRICT COUNCIL OF FOLKESTONE AND HYLTHE** of the Civic Centre, Castle Hill Avenue, Folkestone, Kent CT20 2QY (the "**Council**");
- (2) **FIRE COMPLIANCE SERVICES LIMITED** of Unit 8 Northwood Works, 155 Tame Road, Birmingham, West Midlands, B6 7DG (the "**Consultant**")

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

**WHEREAS** the Council requires professional services to be rendered for the provision of fire risk assessments 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:

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

**Commencement Date:** 1 March 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.

**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:** professional indemnity 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.

**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.

**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.

**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 24 months; or
  - (b) until either party giving to the other not less than 4 weeks' prior written notice.
- 2.3 The Council may wish to extend the Contract Period for not less than 6 months and not more than 24 months.

### 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 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.
- 3.9 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.
- 3.10 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 3.10.11. The Consultant shall provide such supporting evidence of compliance as the Council may reasonably request.
- 3.11 Failure to comply with clause 3.11 may result in the immediate termination of this Agreement.

- 3.12 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.
- 3.13 Failure to comply with Clause 3.13 may result in the immediate termination of this Agreement.
- 3.14 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 pay invoiced amounts for Services previously rendered to the satisfaction of the Council in accordance with this Contract.
- 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 The Consultant and the Council acknowledge that for the purposes of the Data Protection Legislation, the Council is the controller and the Consultant is the processor.

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

8.3 The Consultant shall, in relation to any personal data processed in connection with the Engagement:

- (a) process that personal data only on written instructions of the Council;
- (b) keep the personal data confidential;
- (c) comply with the Council's Information Security Policy;
- (d) comply with the Council's reasonable instructions with respect to processing personal data;
- (e) not transfer any personal data outside of the UK;
- (f) assist the Council in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;
- (g) notify the Council without undue delay on becoming aware of a personal data breach or communication which relates to the Council's or Consultant's compliance with the Data Protection Legislation;
- (h) at the written request of the Council, delete or return personal data (and any copies of the same) to the Council on termination of the Engagement unless required by the Data Protection Legislation to store the personal data; and
- (i) maintain complete and accurate records and information to demonstrate compliance with this clause 8.4 and allow for audits by the Council or the Council's designated auditor.

8.4 The Consultant shall ensure that they have in place appropriate technical or organisational measures, reviewed and approved by the Council, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures. Such measures may include, where appropriate:

- (a) pseudonymising and encrypting personal data;
- (b) ensuring confidentiality, integrity, availability and resilience of its systems and services;
- (c) ensuring that availability of and access to personal data can be restored in a timely manner after an incident; and
- (d) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

8.5 The Council does not agree to the Consultant appointing any third-party processor of personal data under this Agreement.

8.6 The Consultant shall have personal liability for and shall indemnify the Council for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by the Consultant or a sub-contractor engaged by the Consultant of the Data Protection Legislation, and shall maintain in force full and comprehensive Insurance Policies.

8.7 Each Party undertakes to the other party that it will not knowingly place the other Party in breach of that other party's obligations under the Data Protection Legislation.

## **9. INTELLECTUAL PROPERTY**

9.1 In the absence of prior written agreement by the Council to the contrary, all Intellectual Property Rights created by the Consultant or the Consultant's personnel:

- (a) in the course of performing the Services; or
- (b) exclusively for the purpose of performing the Services

shall vest in the Council on creation.

9.2 The Consultant shall indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Council's acts or omissions.

## **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 twenty (20) 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. NOT USED**

**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:

- (d) neither the Consultant nor any of its officers, employees or other persons associated with it:
  - (i) has been convicted of any offence involving slavery and human trafficking; and
  - (ii) 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 The Consultant shall prepare and deliver to the Council, each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
- 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 listed email addresses.

Notices to the Council are to be sent to:

██████████@folkestone-hythe.gov.uk

Notices to the Consultant are to be sent to:

████████████████████

████████████████████

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 as a Deed on the day and year first above written

**THE COMMON SEAL of  
THE DISTRICT COUNCIL OF  
FOLKESTONE AND HYTHE**  
was hereunto affixed in the presence of:

[Redacted signature area] .....

Authorised signatory



9505

**Executed as a Deed by  
FIRE COMPLIANCE SERVICES LIMITED acting by**

<b>Director</b>	[Redacted signature area]	
<b>Director/ Company Secretary</b>		

**SCHEDULE 1: SPECIFICATION**

**Technical Specification**  
**For the provision of Fire Risk Assessments**

**For**  
**Folkestone & Hythe District Council**

**November 2021**

## 1. Overview

Folkestone & Hythe District Council (F&HDC) wishes to appoint a provider of 'Type 3' Fire Risk Assessments for a two year period (+1 year extension if agreed by both parties).

The assessments are to be carried out to F&HDC's 180 blocks (and sub-blocks) of flats which include three housing types; (i) sheltered housing - for older residents and which are supported by an Independent Living Manager (ILM) (ii) semi-sheltered housing - where a 'lifeline' emergency call handling system is provided and (iii) general needs housing

The portfolio of buildings is varied and differs in height, size, age and type of construction but can be categorised as built using traditional forms of construction and not exceeding 18m high.

The provider will carry out Fire Risk Assessments for all of the buildings identified within F&HDC's programme and in accordance with the prescribed timescales given in the programme and F&HDC's Fire Safety policy and procedure.

The assessments shall be 'Type 3' Fire Risk Assessments – (a non-destructive assessment of common parts and 25% of flats, considering areas such as means of escape, compartmentation between flats and means of fire detection).

All assessors will meet the competency requirements and be accredited to third-party certification schemes such as IFPO, IFSM, FRACs, IFE National Register or equivalent with organisations having accreditation to schemes such as BAFE SP205.

The following outcomes have been identified by F&HDC as priorities for the contract. This list does not preclude other outcomes from being agreed between both parties in the future:

- The Fire Risk Assessments can be completed up to 14 days before their due dates in order to allow for convenient visiting arrangements with individual sites.
- The provider should include real time reporting and sight of FRAs for F&HDC via a dedicated live web monitoring tool and all data is to be the property of F&HDC.
- The assessments should achieve a high degree of consistency amongst different assessors
- The assessments should achieve a high degree of quality and accuracy.
- The Fire Risk Assessment should identify whether or not the current 'Fire strategy' for each block (e.g stay put) is sound or should be modified.
- The assessments should include recommended timescales for any resulting action points that allow the development of a risk based programme for the completion of the works.
- To achieve customer satisfaction with the service.
- To accommodate effective consultation with local stakeholders.
- To agree measures that allow the continuous improvement of the service.
- To achieve zero health and safety accidents or incidents.

- To achieve the maintenance at a high standard of both parties reputations.
- To achieve effective 'one team' working practices and consideration for others
- To provide 'Social Value'.

### Shared Values/Conduct

Dialogue between all parties shall be maintained, supportive and helpful.

Knowledge sharing is encouraged and should be freely given where it is of benefit or assistance to any of the project participants.

Health & Safety shall be of paramount importance to all parties.

## **2. Scope of Works/Services**

The scope of the works is to provide Fire Risk Assessments (for the safety of life and building fabric) for 180 residential buildings owned or managed by F&HDC throughout the duration of the contract, and to provide fire safety advice and guidance to ensure compliance with the Regulatory Reform (Fire Safety) Order 2005.

The Fire Risk Assessment report should include reference to visible defects and deterioration as appropriate; it should record the condition of the element at that particular time and should be supported by photographs, sketches and drawings as required.

The Fire Risk Assessor is not expected to undertake any intrusive investigation of materials or structure, or inaccessible or hidden areas. It is however expected that access is gained to areas where reasonable access is available and dynamic risk assessments deem safe to do so.

The reports should:

- Be completed to PAS 79:2012 Fire Risk Assessment Guidance and methodology (or similar)
- Promote an understanding of fire risks and fire safety within the buildings surveyed
- Provide a pragmatic, holistic and risk proportionate approach towards assessment of fire prevention measures and management of fire safety
- Establish a satisfactory basis for documentation of fire risk assessments
- Provide a benchmark for suitable and sufficient fire risk assessments
- Demonstrate a consistent approach to carrying out and documenting a fire risk assessment that will be accepted by enforcing authorities
- Record necessary remedial works in order to comply with the RRO Fire Safety Order (2005)
- The Fire Management Plans should: (this is not an exhaustive list)

- Identify Fire Hazards such as dangerous, flammable, combustible materials and substances within the building
- Provide identification of Persons at Risk
- Provide an evaluation of the risks to eliminate, reduce or control
- Provide an evaluation of fire safety provisions
- Provide an evaluation of the fire safety management

### **3. Detailed Requirement**

#### **3.1 Extent of Survey:**

Undertake an impartial and professional assessment of the property and its surroundings, and report in the detail and style necessary to provide a balanced professional opinion. Common relevant terminology is to be adopted throughout the reports.

The report should enable F&HDC to gain an understanding of the fire risks associated with the property, whilst assisting in establishing the suitability of the property for its current or intended use.

The report should assist in understanding the need for, and quantifying, future costs and liabilities.

All building elements highlighted as requiring attention are to be detailed within the survey. However, it is acceptable for repetitive items such as doors to have a general comment along with individual doors numbered and highlighted within the report.

The FRA's are reassessed at a 12-month, 24-month or 36-month frequency (based upon the risk identified by the previous assessor) and therefore may not all be carried out over the first 2 year period of this contract.

Fire risk assessors need appropriate knowledge of:

- The assessment of risk from fire
- Applicable legislation
- Appropriate guidance
- Behaviour of fire in premises
- Effects of fire on people and behaviour of people in fire situations.
- Means of escape
- Fire prevention
- Fire protection
- Management of fire safety



### **3.2 Carrying out the Survey**

The Fire Risk Assessor to supply information on the following:

- Methodology for carrying out the survey required.
- Arrangements for access and revisits
- Protocols when visiting premises, working around occupants

#### **Limitations:**

The Fire Risk Assessor will not be expected:

- To access voids where not deemed safe to do so.
- To access any areas where specialist access equipment is required.
- To open up work for inspection without prior approval.
- To carry out any sub-consultancy work without advance agreement.

### **3.3 Performance Measures:**

- Return times i.e. time taken from FRA request to F&HDC having access to the completed survey
- Accuracy and quality of Surveys provided
- Format of surveys and related action plans
- Response times to queries 1 working day or better
- Availability to attend regular review meetings (maximum 4 per annum).
- Flexibility of Service provision i.e. out of hours

Industry best practice must also be demonstrated at all times. If there are any new techniques, products or practices that would improve the efficacy, efficiency or value to the contract then the Fire Risk Assessor has an obligation to share such knowledge with F&HDC.

All properties are located within the Folkestone & Hythe district. Properties may be vacant or occupied while the work is being carried out and consideration will need to be given to other building users, tenants, neighbours and businesses.

### **3.4 Legal / Competency:**

The fire risk assessor should have a high level of knowledge, understanding and experience. They will need to show a specific applied knowledge and skills and have the appropriate qualifications. Evidence of specialist training and experience, or membership of a professional body, or certification by a third party certification body, will assist in demonstrating competence.

It is necessary for the fire risk assessor to have a good understanding of the applicability, principles, objectives and intent of the legislation under which the fire risk assessment is carried out and of any associated legislation.

Fire Risk Assessors must adhere to all Health & Safety and Site Rules.

The Fire Risk Assessor should operate in a fully compliant manner with any other Acts or Legislation that is either in force or comes into force during the contract period for the purposes of this Contract.

### **3.5 Hours of operation:**

Actual hours worked is determined by the Fire Risk Assessor and it is expected that all risk assessments can be completed within normal working hours.

### **3.6 Issues arising on site:**

In general, any issues which alter the time, cost or practical delivery of the survey should be reported as soon as possible to the Contract Administrator. This would include any works that are considered to be of an urgent nature. Urgent works must be reported to F&HDC within 4 hours of discovery and will include any findings that pose an intolerable risk in any building surveyed.

The Fire Risk Assessor must ensure that their employees are fully trained and competent in identifying asbestos. The discovery of asbestos in a friable condition must be reported immediately to F&HDC's Contract Administrator

Assessors shall comply with all site rules whilst working on any premise or project.

### **3.7 Report Format:**

Reports should be structured to present data and information flexibly. Basic formatting rules should be applied including contents pages, executive summary, confirmation of instructions, scope of survey. Photographic images are to be included within the reports where remedial works have been identified.

Reports are to be provided via a web portal in a PDF report format along with an excel export to enable an upload to F&HDC's information management system. The format of the excel export is to be agreed.

### **3.8 Record Keeping (Completion of FRAs):**

The completed survey reports are to be made available via the incumbent web portal when completed in a format to be agreed to by the Contract Administrator. Free access to the web portal will be required for both F&HDC employees as well as a third-party FRA Auditor.

Completed reports should be available on the portal and in agreed download format within 5 days of the survey being carried out and before the expiry date of the current FRA.

The contractor shall be responsible for the monitoring of the expiry dates on the fire risk assessments and ensure that the new assessments are arranged before the expiry dates. All data collected is to be the property of F&HDC and supplied in a format acceptable to F&HDC as work proceeds. No additional payment will be made for any data export at the end of the contract period.

### **3.9 Tools and equipment:**

The Fire Risk Assessor should provide all tools and equipment to fulfil the job competently.

They should be skilled, competent and trained in their correct use. This should include all PPE required.

### **3.10 Other ancillary items:**

When the Fire Risk Assessors are attending properties it is expected that they will wear their company uniform with a clearly visible company logo and carry a clearly identifiable ID at all times, such ID to clearly display:

- a) Name of Company.
- b) Name of Individual.
- c) Issue Date.
- d) Up-to-date Photograph.

Sign written company vehicles should be used at all times and consideration given to local residents when parking.

F&HDC will not be liable for any costs not outlined in the cost proposal. The price given is expected to be a fully inclusive price.

The Fire Risk Assessor shall be entirely responsible for guarding against the theft of their own vehicles, tools, equipment etc. F&HDC will not accept liability for any such losses however occurring.

### **3.11 Communication with Residents**

For any type 3 survey or where access is required to building elements via a resident home (e.g. loft spaces etc) the Fire Risk Assessor must write to the resident giving at least 5 working days' notice and offering an appointment slot.

Appointment slots to be hourly, e.g. the Fire Risk Assessor will visit between 10 & 11am and be offered Monday to Saturday inclusive, 08.00 - 18.00 hrs.

This letter must clearly state the assessors name, what the assessor will be doing, areas that will need to be accessed and what precautions will be taken to prevent the spread of disease.

No additional payment will be made for the appointment process and this should be fully included in the tenderers rates.

### **3.12 Resourcing & Supervision:**

Resourcing and Supervision, if required, at site will be undertaken by the Fire Risk Assessor – prior notice will need to be given to the facility.

The Fire Risk Assessor has the responsibility for training personnel and keeping qualifications and industry knowledge up to date for the contract period. Copies of qualifications are to be provided to F&HDC on request.

The Fire Risk Assessor is responsible for ensuring that all personnel employed on a project are equipped with relevant PPE e.g. safety boots, goggles, masks, as necessary.

The Fire Risk Assessor is responsible for the welfare of personnel whilst at work. Personnel shall comply with all site rules whilst working on projects or at premises.

All personnel remain in the employment of the successful Provider for the duration of the contract. F&HDC shall have no responsibility for payroll, pensions or any other HR related issues. The successful Provider should ensure that personnel employed on this contract have the relevant employment contracts in place with such personnel (e.g. have the right to work in the UK, hours, conditions, pay rates, holiday entitlements all should align with those required by this contract etc.). The successful provider shall comply with any statutory requirements in relation to recruitment.

The successful provider shall use all reasonable endeavours to ensure that if subcontractors are used, they are managed appropriately. The same standards and requirements expected of the main Fire Risk Assessor shall be extended to any subcontractors e.g. trained, competent, supplied with PPE and tools etc.

### **3.13 Allocation & Specifics:**

Survey work will be allocated via email and followed up with an official order. There is a 7 day timescale for responses which should confirm receipt of request and also specify time scales to complete work.

#### **4. Monitoring of Fire Risk Assessor**

The successful tenderer will nominate a person (account manager) who is responsible for the managing of this contract and will be the contact point. This person is to be reasonably contactable at all times.

The successful tenderer will provide, on a monthly basis, a list of all ongoing surveys along with progress updates in the form of an Excel spreadsheet. A monthly meeting should be arranged to discuss progress and any problems/issues arising. If required, some of these meetings may be attended by the appointed FRA Auditor

The successful tenderer shall allow in their tender for 1 meeting each month to attend site with a representative from F&HDC's Contract Administrator to quality check reports.

#### **5. Record Keeping**

The successful tenderer will institute, keep and maintain a proper and sufficient record in connection with business conducted under this contract for the duration of the service being delivered and for a period of 12 months after the contract ends.

Invoices should be sent monthly and the terms are for payment of undisputed invoices within 30 days.

Each invoice should include the following information:

- Site name and address
- Date(s) work carried out
- Order number
- Description of work carried out

VAT where applicable shall be shown separately on all invoices as a strictly net extra charge.

#### **6. TUPE**

It has been advised that TUPE will not apply for the requirements of this service.

#### **7. Health & Safety Provisions**

The Fire Risk Assessor and his staff shall comply with all relevant statutory requirements, and shall carry out all works to a standard that will enable F&HDC's obligations under the Health & Safety at Work, etc. Act 1974 to be met.

The Fire Risk Assessor's staff shall be required at all times to perform in a manner that is safe both to themselves (including the wearing of safety kit and PPE) and safe to residents and all other persons likely to be affected by the Fire Risk Assessor's activities, including members of staff and members of the public.

F&HDC shall have the authority to immediately stop the provider's staff if they are considered to be working in an unsafe manner, and they shall not resume until a safe method of working has been agreed. Any cost or delay resulting from shall be the responsibility of the Fire Risk Assessor.

The Fire Risk Assessor shall submit a copy of their Company's Health & Safety Policy Statement for retention by F&HDC.

The provider shall provide for the health, safety and welfare of people at work and those who may be affected by their operations. They must be able to demonstrate how they meet their employer's duties under 'The Health and Safety at Work Act 1974' and 'The Management of Health & Safety at Work Regulations 1999'.

The Fire Risk Assessor will ensure they are aware of and comply with their duties under relevant acts, regulations and standards as applicable to their area of operations. In particular, they must have policies and procedures that ensure:

- risk assessments,
- safe systems of work,
- method statements are implemented as applicable,
- policy in place to cover areas that may require a 2 person team to complete the job.

## **8. Complaints Handling**

The Fire Risk Assessor must comply with F&HDC's complaint handling policy (a copy of which is available upon request).

## **9. Training**

The contractor shall ensure that certificated training is undertaken to ensure that their assessors are made aware of current Fire Safety legislation and any updates that may occur.

## **10. British Standards**

The Fire Risk Assessor where applicable should complete works in accordance with the appropriate British Standards and ACOPS.

## **11. Protection of Children and Young Persons**

The protection of children and young persons from potential sex offenders and other undesirable people is of paramount importance, as is the protection of all vulnerable client groups from any form of abuse. The Fire Risk Assessor will be required to ensure that the appropriate level of vetting check is carried out for all employees and subcontractors who will be working with children and vulnerable people to determine the existence and content of any criminal record or other information relating to their suitability to have contact with children/young persons or vulnerable adults. For the avoidance of doubt the Fire Risk Assessor shall not provide employees and subcontractors with previous convictions relating to offences involving children/young persons or vulnerable adults. Neither shall the Fire Risk Assessor provide employees and subcontractors where information has been provided indicating that they are unsuitable to work with children/young persons or vulnerable adults. A copy of the Fire Risk Assessor's enhanced DBS check will be required to be submitted.

DBS checks for personnel will be required. Fire Risk Assessors should either have or be prepared to obtain DBS checks prior to commencement of the contract including any agreed subcontractors.

## **12. Contract Review**

At intervals not exceeding three months, and initially be monthly (first 3 months), a contract review meeting shall be held at the offices of the Contract Administrator or by a google meet, to review the performance of the contract. A senior manager from the provider shall attend and should be prepared to supply full details of the works carried out. The primary purpose of the meeting is to review the works to date and any problems arising there from.

## **13. Exit of Contract**

Upon exit of the contract the contractor shall ensure that all survey reports and other information relating to F&HDC shall be electronically transferred to F&HDC's Compliance team at [housing.compliance@folkestone-hythe.gov.uk](mailto:housing.compliance@folkestone-hythe.gov.uk) four weeks prior to the end of the contract.

Project Folkestone and Hythe FRA's

Clarification Log			Clarification Log		
Clarification number	Question Received (DD/MM/YYYY)	Question	Response	Response Uploaded (DD/MM/YYYY)	Status Open / Closed
1	29/11/2021	In the scope for type 3 fire risk assessments you have stipulated that we need to write to the residents, we have found that it is more effective and cost-saving to phone the residents, it also reduces carbon footprint (paperless office). Would phoning the residents be permitted?	The contractor must write to tenants. Letters may be followed up with other methods of communication. However when we surveyed our tenants on how they want to be contacted, the result was a strong preference for letters.	02/12/2021	Closed
2	02/12/2021	Consultancy Agreement Review under our QA and insurances regimes has produced the following queries: 3.1(a) – would it be possible to amend “due” to read “reasonable” for the industrv standard wording	We don't consider this change would have any impact on the Consultant's obligations - that "due" and "reasonable" should be understood to have the same meaning.	09/12/2021	Closed
3	02/12/2021	9.10 – we understand from the track comment that this will be removed for a company – because we would not be able to agree to the grant of PoA under any circumstances	Correct. This clause would be removed for a limited company and is only used where a Consultant is an individual or sole trader.	09/12/2021	Closed
4	02/12/2021	10.1 – indemnities are potentially more onerous on the consultant than a recovery claim. Would it be possible to remove the indemnity element and delete the words, “and shall indemnify the Council for”, since by its title this is not an indemnity clause at all? Alternatively, after “any”, 2nd line, insert “reasonably foreseeable and fully mitigated” to align with the common law on damages?	Declined.	09/12/2021	Closed
5	02/12/2021	10.5 – we are obliged to request your consideration of a limitation of liability to ensure all parties are working within what is recoverable. A possible wording: “10.5 LIMITATION The maximum aggregate liability of the Consultant under this Agreement, whether in contract, tort (including negligence) or for breach of statutory duty or in any other way (excluding personal injury or death, fraud or fraudulent misrepresentation), shall not exceed [£1,000,000 (one million pounds)]”	Declined.	09/12/2021	Closed



Clairification Log

Clarification number	Question Received (DD/MM/YYYY)	Question	Response	Response Uploaded (DD/MM/YYYY)	Status Open / Closed
6	03/12/2021	The provider should include real time reporting and sight of FRAs for F&HDC via a dedicated live web monitoring tool and all data is to be the property of F&HDC. - Can you confirm if Folkestone have their own live monitoring solution or are they ok to view information from our preferred method i.e. RiskBase	FHDC do not have their own live web monitoring tool but would expect to use contractors system.	09/12/2021	Closed
7	03/12/2021	The Fire Risk Assessment should identify whether or not the current 'Fire strategy' for each block (e.g stay put) is sound or should be modified. - Will Folkestone provide fire strategies for all sites, it is not the responsibility of the FRA Assessor to review the current strategy for the site however this would be dealt with separately as this does not form part of an FRA	All but two of F&HDC's sites are currently subject to a 'stay put' strategy. The assessor would be expected to advise FHDC on whether the strategy is appropriate. Copies of strategies will be provided.	09/12/2021	Closed
8	03/12/2021	The report should assist in understanding the need for, and quantifying, future costs and liabilities. - Costs are not provided within an FRA please can you confirm if this is a requirement?	No. Reports must be sufficiently detailed to assist in understanding and quantifying future costs. The consultant is not required to provide costs in the reports.	09/12/2021	Closed
9	03/12/2021	For any type 3 survey or where access is required to building elements via a resident home (e.g. loft spaces etc) the Fire Risk Assessor must write to the resident giving at least 5 working days' notice and offering an appointment slot. - We would need assistance from Folkestone to organise access arrangements can this be arranged?	The consultant will contact tenants directly to organise access arrangements. Where any assessments are made to communal space, F&HDC will organise access with our Independent Living Managers (ILM). If the consultant's attempts to arrange access with a tenant are not successful, F&HDC will provide assistance.	09/12/2021	Closed
10	03/12/2021	Clarification of Cost/Quality Split	There is a couple of errors in the ITT where it states the incorrect price and quality %. So to clarify - this tender is 70% quality 30% price as per clause 6.1.1 of the ITT	09/12/2021	Closed
11	09/12/2021	Deadline	Deadline extended to Monday 13th December at 13:00	09/12/2021	Closed

**SCHEDULE 2: CONSULTANT'S QUOTATION**

**Fire Consultancy  
(OJEU 2017S 246 514943)  
Further-Competition  
ITT Supplier Response Document**



**Fire Risk Assessment Consultancy 2022-24  
November 2021**

**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 – priced programme
- FCMS do not use subcontractors

**APPENDICES**

- Appendix A – Safe PQQ Certificate
- Appendix B – ICO Certificate
- Appendix C – Safe Contractor Certificate
- Appendix D – ISO9001 Certificate
- Appendix E – FCMS Quality Response Question 1
- Appendix F – Project Management and Action Tracker
- Appendix G – FCMS Quality Response Question 2

- Appendix H – FRACS Company Certificate
- Appendix I – FCMS Quality Response Question 3
- Appendix J – Risk Assessment 01 – Site Inspection
- Appendix K – Risk Assessment 02 – Covid-19
- Appendix L – FCMS Quality Response Question 4
- Appendix M – FCMS Quality response Question 5
- Appendix N – FCMS Quality Response Question 6

## 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 tender	Fire Compliance Management Services Ltd
Registered office address:	473 Warrington Road, Culcheth, Warrington, Cheshire, WA3 5QU
Company registration or charity registration number	09514860
VAT registration number	825502251
Name of immediate parent company	N/A
Name of ultimate parent company	N/A
Type of organisation: <ul style="list-style-type: none"> <li>• public limited company (PLC)</li> <li>• limited company (LTD)</li> <li>• limited liability partnership (LLP)</li> <li>• other partnership</li> <li>• sole trader</li> <li>• third sector (charity)</li> <li>• other (please explain)</li> </ul>	please state which:  Public Limited Company

Are you a Small, Medium or Micro Enterprise (SME)?	Yes
<b>Contact details for questions about this tender</b>	
<b>Name:</b>	██████████
<b>Phone:</b>	██████████
<b>Mobile:</b>	██████████
<b>Email:</b>	████████████████████

**Sole bidding organisation**

You are a ‘sole bidding organisation’ if this tender 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 tendering 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.

*Further Competition (OJEU 2017S 246 514943) - Supplier Response Document*

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.

<b>Consortia and sub-contracting</b> (please tick)	
a) Your organisation is bidding to deliver the contract itself	✓
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 complete the sub-contractor information template provided.	
c) Bidding organisation is a consortium, joint venture or partnership	
d) Bidding organisation is a special purpose vehicle	
<b>If your answer is (c) or (d)</b>  please provide a separate document explaining which member of the group will be responsible for providing each part of the contract.	

## **1.2 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.



[Redacted content]

**2.2 HEADLINE QUESTIONS**

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

2.2.1 What relevant accreditations - including health and safety accreditations and Quality Management System accreditations – does your organisation hold?  
 e.g. SSIP, Constructionline, ISO 9001:2015.  
 Please provide evidence of your organisation's accreditations.

Appendix C – Safe Contractor Certificate  
 Appendix D – ISO 9001 Certificate

<p>2.2.2 This question is for information only. Your tender will not be rejected if the answer is 'no'.                  Are all of your employees paid at the</p>	<p>Yes, we pay National Living Wage as a minimum to all our employees, including employees under 25 years of age.</p>
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<p>National Living Wage (NLW) or higher?</p> <p>The current rate of NLW can be found online (<a href="https://www.gov.uk/webpage">go to gov.uk webpage</a>)</p>	
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## 2.3 WEIGHTED QUESTIONS

### Q1. Project Management (30%)

Explain how this contract will be managed and how you will carry out the work while providing best value to F&HDC.

You should include:

- Any key areas of risk or special focus you anticipate and how you will address them
- How you have managed workload of previous projects to ensure timely resolution of jobs (using the examples provided in Section 2.1 Capability).
- How you will ensure the quality of work is maintained for the duration of the contract.

*(max. 1000 words)*

Please See Appendix E – FCMS Quality Response Question 1

### Q2. Resource and Supply Chain Management (10%)

Detail the structure of the proposed project team, including each member's qualifications and experience of working on similar projects.

How will each member of the team work with F&HDC and any other relevant parties during the project?

What continuity measures are in place if an unexpected absence or change in team composition occurs?

Please provide an organisation chart for the project including

- Onsite and offsite resources
- Estimated percentage (%) resource allocation to the project for each individual

- Any sub-consultants or specialist partners you propose to engage for the project  
(max. 500 words + organization chart)

Please see Appendix G – FCMS Quality Response Question 2

### **Q3. Health & Safety (10%)**

How will you ensure staff at all levels of the organisation work safely and effectively?

How will you ensure health & safety standards and quality standards are maintained within your supply chain?

Please provide a sample Safe Systems of Work (SSoW) for a similar project.

(max. 500 words + SSoW)

Please see Appendix I – FCMS Quality Response Question 3

### **Q4. Communication (10%)**

Explain how you will manage communications with all parties involved in the project to ensure works are carried out to programme and with minimal disruption to tenants.

You should include communication between F&HDC, the Resident Liaison Officer, and F&HDC's tenants.

(max. 750 words)

Please see Appendix L – FCMS Quality Response Question 4

### **Q5. Carbon Reduction (5%)**

F&HDC has made a climate pledge and aims to become carbon neutral by 2030. Details on the action F&HDC is taking can be found at [folkestone-hythe.gov.uk/climatechange](https://folkestone-hythe.gov.uk/climatechange).

Explain how you will mitigate or eliminate the carbon impact of activities carried out under this contract.

This can include action your organisation is already taking or plans to implement during the initial period of the contract.

Your answer should include how you will monitor these commitments in a measurable way.

If your organisation is appointed, you will be required to report on the delivery of these commitments and they will be included in performance reviews.

(max. 500 words)

Please see Appendix M – FCMS Quality Response Question 5

### **Q6. Social Value (5%)**

F&HDC's Corporate Plan "Creating Tomorrow Together" sets out the council's guiding principles and service ambitions. The Corporate Plan can be viewed at [folkestone-hythe.gov.uk/creatingtomorrowtogether](http://folkestone-hythe.gov.uk/creatingtomorrowtogether).

Explain how you will support and further the Customer's ambitions through the delivery of the contract.

This can include action your organisation is already taking or plans to implement during the initial period of the contract.

For example, your offer might include:

- A resource commitment (supply of staff resources annually to support an event/events);
- An equipment commitment (provision of equipment annually to support an event/events);
- A financial commitment (% of the contract sum as an annual contribution to support FHDC's Corporate Plan); and/or
- An offer of Training and Apprenticeship Opportunities

Your answer should include how you will monitor these commitments in a measurable way.

If your organisation is appointed, you will be required to report on the delivery of these commitments and they will be included in performance reviews.

(max. 500 words)

Please see Appendix 6 – FCMS Quality Response Question 6

## **SECTION 3 – PRICING SCHEDULE**

### **3.1 Please complete Appendix B – Priced Programme.**

Detailed instructions on how to complete the schedule are included in that document.

- 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 tender, 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 tender 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 tender 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 tender 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&amp;HDC's terms (or the terms as amended by F&amp;HDC in any pre-tender clarifications)?</p>	<p>Yes</p>
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#### SECTION 5 – DECLARATIONS

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

PROVISION OF: Fire Risk Assessment Consultancy 2022-24

REFERENCE: 224576

On behalf of Fire Compliance Management Services Ltd, I offer to provide the supplies, services and/or works to F&HDC as specified in the tender documents, commencing and continuing for the period specified in those documents (including any option to extend).

The tender documents consist of:

- ITT Instructions
- Specification
- Draft contract terms

*Further Competition (OJEU 2017S 246 514943) - Supplier Response Document*

- 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 **Invitation to tender Instructions**.

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

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

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 tender has not been calculated by agreement or arrangement with any person other than F&HDC and that the pricing information for our tender has not been shared with any person before the Tender 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 tender and confirm that I have complied with all the requirements of the tender process described in the **ITT Instructions** and this **ITT supplier response document**.

Signature:	
Name & job title:	
Dated:	11 <sup>th</sup> December 2021
For and on behalf of:	Fire Compliance management Services Ltd

Folkestone & Hythe District Council													
Fire Risk Assessments - addresses and dates due - and a collection page for contractors costs													
Order	Admin Unit Code	Admin Unit Name	Est No Flats	Type	Type	FRA 2022	Cost	FRA 2023	Cost	FRA 2024	Cost	FRA 2025	Cost
238	SDCSUB020200D	Stockham Court 1-4	4	SUB	Sheltered	05-Jan-22		05-Jan-23		05-Jan-24		05-Jan-25	
		Stockham Court 5-8	4		Sheltered	05-Jan-22		05-Jan-23		05-Jan-24		05-Jan-25	
239	SDCSUB020200E	Stockham Court 9-11	3	SUB	Sheltered	05-Jan-22		05-Jan-23		05-Jan-24		05-Jan-25	
		Stockham Court 12-14	3		Sheltered	05-Jan-22		05-Jan-23		05-Jan-24		05-Jan-25	
		Stockham Court 16-19	4		Sheltered	05-Jan-22		05-Jan-23		05-Jan-24		05-Jan-25	
256	SDCBLK010640A	Walmsley House	32	BLK	Sheltered	05-Jan-22		05-Jan-23		05-Jan-24		05-Jan-25	
10	SDCSUB020110A	Ashley House 1-10	10	SUB	General needs	07-Jan-22				07-Jan-24		07-Jan-25	
11	SDCSUB020110B	Ashley House 11-14	4	SUB	General needs			07-Jan-23					
23	SDCBLK020120J	Bigginwood Road 110- 116 Evens	7	BLK	General needs			08-Jan-23					
258	SDCBLK010770B	Warren Close 108- 116 Evens	9	BLK	General needs			09-Jan-23					
87	SDCBLK150160A	Elizabeth Gardens 10-11	2	BLK	General needs	10-Jan-22				10-Jan-24		10-Jan-25	
209	SDCBLK020210C	Roman Court Flats 1-6	6	BLK	General needs			10-Jan-23					
7	SDCSUB150140A	Alexandra Court 1-4	4	SUB	General needs	15-Jan-22				15-Jan-24		15-Jan-25	
		Alexandra Court 5-8	4	SUB	General needs	16-Jan-22				16-Jan-24		16-Jan-25	
8	SDCSUB150140B	Alexandra Court 13-18	6	SUB	General needs	16-Jan-22				16-Jan-24		16-Jan-25	
1	SDCBLK010300A	Abbott Court 1-8	8	BLK	General needs	18-Jan-22		18-Jan-23		18-Jan-24		18-Jan-25	
262	SDCBLK010770E	Warren Close 140- 146 Evens	7	BLK	General needs	18-Jan-22		18-Jan-23		18-Jan-24		18-Jan-25	
119	SDCBLK010250A	Glenlee 1-10	10	BLK	Semi-sheltered			18-Jan-23					
75	SDCBLK020180A	Craudfurd Green 71-77 Odds	8	BLK	General needs	20-Jan-22				20-Jan-24		20-Jan-25	
173	SDCBLK140100A	Minnis Green 4- 7	4	BLK	General needs	20-Jan-22				20-Jan-24		20-Jan-25	
44	SDCBLK010190A	Bridge Street 2- 12 Evens	11	BLK	General needs	21-Jan-22				22-Jan-24		21-Jan-25	
49	SDCBLK010190F	Bridge Street 48- 58 Evens	11	BLK	General needs	21-Jan-22				21-Jan-24		21-Jan-25	
		Elizabeth Gardens 12-13	2	SUB	General needs	21-Jan-22				21-Jan-24		21-Jan-25	
162	SDCBLK010300B	Lawrence Court 7-12	6	BLK	General needs	22-Jan-22				22-Jan-24		22-Jan-25	
		Queens Court 5-8	4	SUB	General needs	23-Jan-22				23-Jan-24		23-Jan-25	
248	SDCSUB070100A	Upstreet 7-10	4	SUB	General needs	23-Jan-22				23-Jan-24		23-Jan-25	
153	SDCBLK020210A	Herne Court 1-8	8	BLK	General needs	25-Jan-22						25-Jan-25	
164	SDCBLK010526A	4 Longford Terrace Flats 1-6	6	BLK	General needs	28-Jan-22				28-Jan-24		28-Jan-25	
214	SDCBLK010700A	Ryland Court 1-12	12	BLK	General needs	28-Jan-22				28-Jan-24		28-Jan-25	
213	SDCBLK010620B	Rowan Court 1-51 Odds	26	BLK	General needs	29-Jan-22				29-Jan-24		29-Jan-25	
174	SDCBLK180220A	Mittell Court	40	BLK	Sheltered	05-Feb-22		05-Feb-23		05-Feb-24		05-Feb-25	
210	SDCBLK220150A	Romney Marsh House	30	BLK	Sheltered	05-Feb-22		05-Feb-23		05-Feb-24		05-Feb-25	
193	SDCBLK010780A	Philippa House	40	BLK	Sheltered	09-Feb-22		09-Feb-23		09-Feb-24		09-Feb-25	
171	SDCBLK020160B	Middleburg House	20	BLK	Sheltered	11-Feb-22		11-Feb-23		11-Feb-24		11-Feb-25	
177	SDCSUB090130B	Nailbourne Court 24-31	8	SUB	Sheltered	11-Feb-22		11-Feb-23		11-Feb-24		11-Feb-25	
95	SDCSUB090140C	Everist Court 11-14	14	SUB	General needs			12-Feb-23					
197	SDCBLK010180C	Quaker Court	20	BLK	General needs			12-Feb-23					
		Reachfields 19-24	6	SUB	General needs			12-Feb-23					
40	SDCBLK010350C	Bradford Court 1-49	49	BLK	Sheltered	17-Feb-22		17-Feb-23		17-Feb-24		17-Feb-25	
269	SDCBLK150160B	Worthington Court 1-4	4	BLK	General needs	25-Feb-22						25-Feb-25	
4	SDCSUB010350A	Albert Costain Court 1-8	8	SUB	Sheltered	26-Feb-22		26-Feb-23		26-Feb-24		26-Feb-25	
		Albert Costain Court 13-18	6	SUB	Sheltered	26-Feb-22		26-Feb-23		26-Feb-24		26-Feb-25	
5	SDCSUB010350B	Albert Costain Court 19-24	6	SUB	Sheltered	26-Feb-22		26-Feb-23		26-Feb-24		26-Feb-25	
264	SDCBLK150290A	12 West Parade 1-4	4	BLK	General needs	26-Feb-22						26-Feb-25	
72	SDCSUB150120A	Churchill Court 1-4	4	SUB	Sheltered	03-Mar-22		03-Mar-23		03-Mar-24		03-Mar-25	
		Churchill Court 5-8	4	SUB	Sheltered	03-Mar-22		03-Mar-23		03-Mar-24		03-Mar-25	
		Churchill Court 9-12	4	SUB	Sheltered	03-Mar-22		03-Mar-23		03-Mar-24		03-Mar-25	
73	SDCSUB150120B	Churchill Court 13-28	16	SUB	Sheltered	03-Mar-22		03-Mar-23		03-Mar-24		03-Mar-25	
139	SDCBLK150230L	Halliday Court	40	BLK	Sheltered	04-Mar-22		04-Mar-23		04-Mar-24		04-Mar-25	
165	SDCBLK150190A	Mackeson Court	40	BLK	Sheltered	04-Mar-22		04-Mar-23		04-Mar-24		04-Mar-25	



Order	Admin Unit Code	Admin Unit Name	Est No Flats	Type	Type	FRA 2022	Cost	FRA 2023	Cost	FRA 2024	Cost	FRA 2025	Cost
176	SDCSUB090130A	Nailbourne Court 1-23	23	SUB	Sheltered	10-Mar-22		10-Mar-23		10-Mar-24		10-Mar-25	
146	SDCSUB010410H	70 Harbour Way 2, 3, 5, 6, 7	5	SUB	General needs	21-Mar-22						21-Mar-25	
166	SDCBLK010530A	Margaret Street 9- 19 Odds	6	BLK	General needs	22-Mar-22						22-Mar-25	
64	SDCSUB010570C	Channel View 11-18	8	SUB	General needs	01-Apr-22						01-Apr-25	
63	SDCSUB010570B	Channel View 7-10	4	SUB	General needs	02-Apr-22						02-Apr-25	
211	SDCBLK020243A	Ross House 1-16	16	BLK	General needs			19-May-23					
137	SDCBLK020209B	8 Gurkha Way Flats 1-6	6	BLK	General needs	03-Jun-22		03-Jun-23		03-Jun-24		03-Jun-25	
136	SDCBLK020209A	1 Gurkha Way Flats 1-6	6	BLK	General needs			03-Jun-23					
138	SDCBLK020209C	10 Gurkha Way Flats 1-6	6	BLK	General needs			03-Jun-23					
66	SDCSUB010570D	Channel View 19-26	8	SUB	General needs	04-Jun-22		04-Jun-23		04-Jun-24		04-Jun-25	
207	SDCBLK150220J	Reachfields 72-75	4	BLK	General needs	04-Jun-22		04-Jun-23		04-Jun-24		04-Jun-25	
25	SDCBLK010140C	Rossendale Court 13-18	6	SUB	General needs					20-Aug-24			
50	SDCBLK010190G	Rossendale Court 25-27	3	SUB	General needs					20-Aug-24			
		Coronation Cottages 1-2	2	SUB	General needs					03-Sep-24			
		Coronation Cottages 3-4	2	SUB	General needs					03-Sep-24			
		Coronation Cottages 5-6	2	SUB	General needs					03-Sep-24			
		Coronation Cottages 7-8	2	SUB	General needs					03-Sep-24			
51	SDCBLK010190H	Sir John Moore Avenue 91-96	6	BLK	General needs					05-Sep-24			
271	SDCSUB010640A	12 Princess Street Flats 1-6	6	SUB	General needs			06-Sep-23					
62	SDCSUB010570A	Bridge Street 49-59 Odds	6	BLK	General needs					07-Sep-24			
24	SDCBLK020120K	Bigginwood Road 118- 128 Evens	6	BLK	General needs			09-Sep-23					
67	SDCBLK010260A	118 Cheriton Road 1-3	3	BLK	General needs					10-Sep-24			
212	SDCBLK010300C	Rossendale Court 1-6	6	SUB	General needs	13-Sep-22		13-Sep-23		13-Sep-24		13-Sep-25	
		Rossendale Court 19-24	6	SUB	General needs	13-Sep-22		13-Sep-23		13-Sep-24		13-Sep-25	
69	SDCSUB020270A	Harbour Way 64, 65, 66, 67, 68, 69	6	SUB	General needs					27-Sep-24			
94	SDCSUB090140B	Sir John Moore Avenue 109-112	4	BLK	General needs					27-Sep-24			
120	SDCBLK010400Y	Green Court	10	BLK	Sheltered	29-Sep-22		29-Sep-23		29-Sep-24		29-Sep-25	
		Whiting House 11-14	4	SUB	General needs	07-Oct-22						07-Oct-25	
266	SDCBLK180130H	Whiting House 1-10	10	SUB	General needs			07-Oct-23					
27	SDCBLK010410B	Boulogne Court 1-10	10	BLK	General needs					08-Oct-24			
96	SDCSUB090140D	Sir John Moore Avenue 97-104	8	BLK	General needs					08-Oct-24			
14	SDCBLK010410A	Bennett Court 1-12	12	BLK	General needs			14-Oct-23					
141	SDCSUB010410E	Blackbull Road 56-60 Evens	5	BLK	General needs					19-Oct-24			
142	SDCSUB010410F	Channel View 1-6	6	SUB	General needs					19-Oct-24			
148	SDCSUB010660A	Harvey Place 1-6	6	SUB	General needs					19-Oct-24			
149	SDCSUB010660B	Kingsbridge Court 1-12	12	BLK	General needs					19-Oct-24			
157	SDCBLK010410C	Naseby Avenue 53-69 Odds	9	BLK	General needs					19-Oct-24			
163	SDCBLK010510A	Neame Court 43-54	12	BLK	General needs					19-Oct-24			
178	SDCBLK020220A	Queens Court 1-4	4	SUB	General needs					19-Oct-24			
179	SDCBLK020220B	Sandgate High Street 48a-54b	14	BLK	General needs					19-Oct-24			
180	SDCBLK020220C	Sir John Moore Avenue 69-74	6	SUB	General needs					19-Oct-24			
181	SDCBLK010450C	Sir John Moore Avenue 116-121	6	BLK	General needs					19-Oct-24			
189	SDCBLK150120C	Swiss Court	42	BLK	General needs					19-Oct-24			
192	SDCBLK010620A	Telford Court 1-2	2	SUB	General needs					19-Oct-24			
198	SDCBLK150100A	James Morrison Court	25	BLK	General needs					19-Oct-24			
86	SDCBLK170180A	Derville House 1-5	5	BLK	General needs	23-Oct-22				23-Oct-24		23-Oct-25	
202	SDCBLK150220D	Setterfield House 1-4	4	SUB	General needs					23-Oct-24			
		Derville House 6-10	5	SUB	General needs	24-Oct-22				24-Oct-24		24-Oct-25	
190	SDCBLK220150B	9 Orgarswick Avenue. Flats 1 & 2	2	BLK	General needs	24-Oct-22						24-Oct-25	
201	SDCBLK150220C	Reachfields 25-28	4	SUB	General needs	24-Oct-22		24-Oct-23		24-Oct-24		24-Oct-25	
203	SDCBLK150220E	Bridge Street 61- 67 Odds	4	BLK	General needs					24-Oct-24			
204	SDCBLK150220F	Naseby Avenue 37-43 Odds	4	BLK	General needs					24-Oct-24			
		Naseby Avenue 45-51 Odds	4	BLK	General needs					24-Oct-24			

Order	Admin Unit Code	Admin Unit Name	Est No Flats	Type	Type	FRA 2022	Cost	FRA 2023	Cost	FRA 2024	Cost	FRA 2025	Cost
		Tudor Road 30-33	4	BLK	General needs					24-Oct-24			
200	SDCBLK150220B	Reachfields 13-18	4	SUB	General needs			25-Oct-23					
215	SDCBLK030130A	Reachfields 29-32	6	SUB	General needs					25-Oct-24			
216	SDCBLK150150A	Reachfields 33-38	6	SUB	General needs					25-Oct-24			
218	SDCSUB150230A	Reachfields 58-63	6	BLK	General needs					25-Oct-24			
223	SDCBLK150230E	Upstreet 11-14	14	SUB	General needs					25-Oct-24			
224	SDCBLK150230F	Setterfield House 5-10	6	SUB	General needs					25-Oct-24			
226	SDCBLK150230H	Newman Court 1-8	8	BLK	General needs					26-Oct-24			
227	SDCBLK150230J	St Gabriels 1-14	14	BLK	General needs					26-Oct-24			
229	SDCBLK010300D	Telford Court 3-8	6	SUB	General needs					26-Oct-24			
240	SDCBLK010450B	Tolputt Court	12	BLK	General needs					26-Oct-24			
242	SDCSUB010230A	Queens Court 9-16	8	SUB	General needs					26-Oct-24			
243	SDCSUB010230B	Rossendale Court 7-12	6	SUB	General needs					26-Oct-24			
70	SDCSUB020270B	Cheriton Wood House 7-10	4	SUB	General needs	02-Nov-22		02-Nov-23		02-Nov-24		02-Nov-25	
150	SDCSUB010660C	Harvey Place 11-18	8	SUB	General needs	02-Nov-22		02-Nov-23		02-Nov-24		02-Nov-25	
244	SDCBLK010390A	Peter Street 22- 28 Evens	7	BLK	General needs					02-Nov-24			
196	SDCBLK170150A	Prescott House	40	BLK	Sheltered	03-Nov-22		03-Nov-23		03-Nov-24		03-Nov-25	
245	SDCBLK020320A	Lennard Court 1-12	12	BLK	General needs					05-Nov-24			
249	SDCSUB070100B	Alexandra Court 9-12	4	SUB	General needs					06-Nov-24			
		Harbour Way 58, 59, 60, 61, 63	5	SUB	General needs					08-Nov-24			
155	SDCBLK030130B	Harvey Place 7-10	4	SUB	General needs					08-Nov-24			
268	SDCBLK150180A	Win Pine House	40	BLK	Sheltered	10-Nov-22		10-Nov-23		10-Nov-24		10-Nov-25	
		Everist Court 15-18	4	SUB	General needs					12-Nov-24			
		Everist Court 5-10	6	SUB	General needs					13-Nov-24			
199	SDCBLK150220A	Reachfields 1-6	6	SUB	General needs			18-Nov-23					
		Reachfields 7-12	6	SUB	General needs			18-Nov-23					
		Reachfields 39-42	4	SUB	General needs			18-Nov-23					
205	SDCBLK150220G	Reachfields 64-67	4	BLK	General needs			19-Nov-23					
206	SDCBLK150220H	Reachfields 68-71	4	BLK	General needs			19-Nov-23					
232	SDCSUB010350D	Stephen Court 1-3	3	SUB	Sheltered	20-Nov-22		20-Nov-23		20-Nov-24		20-Nov-25	
233	SDCSUB010350E	Stephen Court 4-11	8	SUB	Sheltered	20-Nov-22		20-Nov-23		20-Nov-24		20-Nov-25	
235	SDCSUB010350F	Stephen Court 12-19	8	SUB	Sheltered	20-Nov-22		20-Nov-23		20-Nov-24		20-Nov-25	
236	SDCSUB010350G	Stephen Court 20-25	6	SUB	Sheltered	20-Nov-22		20-Nov-23		20-Nov-24		20-Nov-25	
184	SDCSUB010560A	Neason Court 1-5	5	SUB	General needs			22-Nov-23					
185	SDCSUB010560B	Neason Court 6-10	5	SUB	General needs			22-Nov-23					
186	SDCSUB010560C	Neason Court 11-14	4	SUB	General needs			22-Nov-23					
187	SDCSUB010560D	Neason Court 15-18	4	SUB	General needs			22-Nov-23					
188	SDCSUB010560E	Neason Court 19-22	4	SUB	General needs			22-Nov-23					
121	SDCSUB010400A	Green Court 1-4	4	SUB	Sheltered	24-Nov-22		24-Nov-23		24-Nov-24		24-Nov-25	
123	SDCSUB010400C	Green Court 7-10	4	SUB	Sheltered	24-Nov-22		24-Nov-23		24-Nov-24		24-Nov-25	
		Green Court 11-12	2	SUB	Sheltered	24-Nov-22		24-Nov-23		24-Nov-24		24-Nov-25	
		Green Court 13-14	2	SUB	Sheltered	24-Nov-22		24-Nov-23		24-Nov-24		24-Nov-25	
		Green Court 16-18	3	SUB	Sheltered	24-Nov-22		24-Nov-23		24-Nov-24		24-Nov-25	
		Green Court 19-20	2	SUB	Sheltered	24-Nov-22		24-Nov-23		24-Nov-24		24-Nov-25	
		Green Court 21-24	4	SUB	Sheltered	24-Nov-22		24-Nov-23		24-Nov-24		24-Nov-25	
125	SDCSUB010400E	Green Court 32-34	3	SUB	Sheltered	26-Nov-22		26-Nov-23		26-Nov-24		26-Nov-25	
		Green Court 37-40	4	SUB	Sheltered	26-Nov-22		26-Nov-23		26-Nov-24		26-Nov-25	
126	SDCSUB010400F	Green Court 41-44	4	SUB	Sheltered	26-Nov-22		26-Nov-23		26-Nov-24		26-Nov-25	
		Green Court 47-49	3	SUB	Sheltered	26-Nov-22		26-Nov-23		26-Nov-24		26-Nov-25	
		Cheriton Wood House 1-6	6	SUB	General needs					29-Nov-24			
77	SDCSUB010140A	Cubitt House 1-20	20	SUB	Semi-sheltered	10-Dec-22		10-Dec-23		10-Dec-24		10-Dec-25	
79	SDCSUB010140B	Cubitt House 21-28	8	SUB	General needs	10-Dec-22		10-Dec-23		10-Dec-24		10-Dec-25	
152	SDCBLK150230M	Hay House	12	BLK	General needs	11-Dec-22						11-Dec-25	



Order	Admin Unit Code	Admin Unit Name	Est No Flats	Type	Type	FRA 2022	Cost	FRA 2023	Cost	FRA 2024	Cost	FRA 2025	Cost
257	SDCBLK010770A	Warren Close 98- 106 Evens	5	BLK	General needs			10-Dec-23					
259	SDCBLK010770C	Warren Close 118- 122 Evens	3	SUB	General needs			10-Dec-23					
261	SDCBLK010770D	Warren Close 132- 138 Evens	4	BLK	General needs			11-Dec-23					
		Warren Close 124-130	7	SUB	General needs			11-Dec-23					
		Warren Close 178-184	7	SUB	General needs			12-Dec-23					
263	SDCBLK010770F	Warren Close 170- 176 Evens	7	SUB	General needs			12-Dec-23					
219	SDCSUB150230B	Sir John Moore Avenue 75-80	6	SUB	General needs			16-Dec-23					
220	SDCBLK150230C	Sir John Moore Avenue 81-84	4	BLK	General needs			16-Dec-23					
222	SDCBLK150230D	Sir John Moore Avenue 85-90	6	BLK	General needs			17-Dec-23					
225	SDCBLK150230G	Sir John Moore Avenue 105-108	4	BLK	General needs			17-Dec-23					
53	SDCBLK150230K	Bridgeman Court	10	BLK	General needs			18-Dec-23					
145	SDCSUB010410G	70 Harbour Way 1, 4	2	SUB	General needs			19-Dec-23					
151	SDCBLK010420A	Harvey Street 48-54 Evens	7	BLK	General needs			19-Dec-23					
56	SDCSUB020220D	Cavalry Court 1, 2, 3, 4	4	SUB	General needs			21-Dec-23		21-Nov-24			
57	SDCSUB020220E	Cavalry Court 5, 6, 7, 8	4	SUB	General needs			21-Dec-23		21-Nov-24			
58	SDCSUB020220F	Cavalry Court 9, 10, 11, 12	4	SUB	General needs			21-Dec-23					
59	SDCSUB020220G	Cavalry Court 13, 14, 15, 16	4	SUB	General needs			21-Dec-23					
60	SDCSUB020220H	Cavalry Court 17, 18, 19, 20	4	SUB	General needs			21-Dec-23					
194	SDCBLK010270A	Phoenix Court 15-73 Odds	31	BLK	General needs			30-Dec-23					
230	SDCBLK010410D	St Michaels Court 1-24	24	BLK	General needs			30-Dec-23					
158	SDCBLK010500A	Kitchener Square 1- 4	4	BLK	General needs	31-Dec-22						31-Dec-25	
97	SDCBLK010450A	Fairling Court 69-80 Inc	12	BLK	General needs			31-Dec-23					
					<b>Totals</b>		<b>£ 20,817.00</b>		<b>£ 26,167.75</b>		<b>£ 33,154.27</b>		<b>£ 23,422.21</b>
												Total to form of tender	<b>£ 103,561.23</b>

**SCHEDULE 3: DATA PROCESSING SCHEDULE**



Duration of the processing	For the period commencing on the commencement date of the above-mentioned contract up to and including the end date and any extensions (if any) of the above-mentioned contract.
Nature and purposes of the processing	The nature of the processing is the transfer of contact details from the Data Controller to the Processor to enable it to contact the residents of Folkestone & Hythe District Council properties as identified and agreed by the contract administrator for the purpose of arranging the necessary works.
Type of Personal Data being Processed	<p>Data to be processed includes:</p> <p>Names, address, telephone number, electronic means of communication.</p> <p>Potentially, the Processor may be provided with information indicating that the data subject may be potentially violent (PVP marker) and/or details of any disability. Where there is a disability or other special need, details of next of kin and/or helper may be passed to the Processor.</p>
Categories of Data Subject	Tenants and/or leaseholders of properties managed by the contract administrator on behalf of Folkestone & Hythe District Council and their nominated support personnel as stated above.
<p>Plan for return and destruction of the data once the processing is complete</p> <p>UNLESS requirement under union or member state law to preserve that type of data</p>	<p>Data passed to the Processor will be retained for the duration of the contract.</p> <p>The Processor shall hold technical certification for a period of two years containing name and address of the resident only.</p> <p>Other than mentioned within this Schedule the Processor shall, within four weeks of the end of the contract, securely dispose of all data shared during the course of this contract.</p> <p>The Processor will issue a certificate of deletion to the contract administrator.</p>