
**CONTRACT FOR THE
PROFESSIONAL APPOINTMENT OF XXXXXX**

MADE BETWEEN

(1) BLACKPOOL BOROUGH COUNCIL

&

(2) XXXXXX

Blackpool Council

The logo for Blackpool Council, featuring the text "Blackpool Council" in a serif font. "Blackpool" is in dark blue and "Council" is in purple. Below the text are three wavy horizontal lines in shades of blue and purple.

CONTENTS

1.	DEFINITIONS AND INTERPRETATION	3
2.	APPOINTMENT	8
3.	CONSULTANT'S OBLIGATIONS	8
4.	CO-OPERATION AND CO-ORDINATION	9
5.	RECORDS	9
6.	CONSULTANT'S COUNCIL	10
7.	DUE DILIGENCE AND CONSULTANT'S WARRANTY	10
8.	REPORTING AND MEETINGS	11
9.	MONITORING	12
10.	REPRESENTATIVES AND PERSONNEL	12
11.	REMUNERATION	12
12.	PAYMENT	13
13.	ADJUSTING THE FEE	14
14.	ADDITIONAL SERVICES	15
15.	SUSPENSION	15
16.	TERMINATION	16
17.	CONSEQUENCES OF TERMINATION	17
18.	FORCE MAJEURE	18
19.	PREVENTION OF BRIBERY	19
20.	ASSIGNMENT AND SUB-CONTRACTING	20
21.	NOVATION	21
22.	COPYRIGHT AND INTELLECTUAL PROPERTY	21
23.	CONFIDENTIALITY	21
24.	FREEDOM OF INFORMATION	22
25.	DATA PROTECTION	23
26.	INTELLECTUAL PROPERTY	25
27.	INSURANCE	25
28.	DISPUTES	27
29.	NOTICES	27
30.	THIRD PARTY RIGHTS	29
31.	ENTIRE AGREEMENT	29
32.	GOVERNING LAW	29
33.	JURISDICTION	29
34.	ELECTRONIC SIGNATURES	29
SCHEDULE 1 – SPECIFICATION OF THE SERVICES		32
SCHEDULE 2 – FEES AND PAYMENT		33
SCHEDULE 3 – PERSONNEL		34
SCHEDULE 4 – PROFESSIONAL TEAM		35
SCHEDULE 5 – CONSULTANTS TENDER		36
SCHEDULE 6 – CONTRACT MANAGEMENT		37
SCHEDULE 7 – HMRC SELF-ASSESSMENT		38
SCHEDULE 8 – PROCESSING, PERSONAL DATA AND DATA SUBJECTS		39

THIS AGREEMENT is made on *make amendable for TR*

PARTIES

- (1) BLACKPOOL BOROUGH COUNCIL of PO Box 11 Town Hall, Blackpool FY1 1NB (Council).
- (2) *Xxx* Incorporated and registered in England and Wales with company number *xxxxx* whose registered office is at *xxxxxx* (Consultant).

BACKGROUND

- (A) The Council has, through a competitive process, selected the Consultant to provide these services and the Consultant is willing and able to provide the services in accordance with the terms and conditions of this agreement.

AGREED TERMS

1. DEFINITIONS AND INTERPRETATION

The following definitions and rules of interpretation apply in this agreement.

Additional Fees: there will be no Additional Fees unless agreed in writing by the Council's Representative.

Additional Services: the services agreed in writing by the Council's Representative set out in Schedule 1 or otherwise agreed in writing by the Council and Consultant and any services required under a Third Party Agreement notified by the Council to the Consultant after the date of this agreement.

Agreement: this contract.

Basic Fee: the amount payable by the Council to the Consultant for the Basic Services under this agreement.

Basic Services: the services set out in Schedule 1 and any services required under a Third Party Agreement.

Best Industry Practice: the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the term, the pricing structure and any other relevant factors.

Bribery Act: the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

Business Day: a day other than a Saturday, Sunday or public holiday in England

Commencement Date: *xxxxxxxx*

Commercially Sensitive Information: information of a commercially sensitive nature relating to the Consultant, their intellectual property rights or their business or which the Consultant

has indicated to the Council that, if disclosed by the Council, would cause the Consultant significant commercial disadvantage or material financial loss.

Consultant's Tender: the tender submitted by the Consultant set out in Schedule 5

Council's Representative: the person identified in Schedule 3, who may be replaced from time to time under clause 10.

Consultant's Representative: the person identified in Schedule 3 who may be replaced from time to time under clause 10.

Contractor Personnel: means all directors, officers, employees, agents, consultants and contractors of the Contractor and/or of any Sub-Contractor engaged in the performance of its obligations under this Agreement.

Data Controller, Data Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer: take the meaning given in the Data Protection Legislation.

Data Loss Event: any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Data Protection Legislation: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

Data Subject Access Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.

DPA 2018: Data Protection Act 2018.

Electronic Communications Act 2000: an Act of the Parliament of the United Kingdom that had provisions to regulate the provision of cryptographic services in the UK and confirms the legal status of electronic signatures.

EIRs: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

European Economic Area (EEA): the area in which the agreement on the EEA provides for the free movement of persons, goods, services and capital within the European Single Market.

Fee: the Fees agreed by the Council's Representative.

FOIA: the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure: any cause affecting the performance by a party of its obligations under this agreement arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Consultant, the Consultant's Personnel or any other failure in the Consultant's supply chain.

GDPR: the General Data Protection Regulation (*Regulation (EU) 2016/679*).

Information: has the meaning given under section 84 of FOIA.

Insolvent: a party is insolvent if:

- (a) it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 **[OR (being a partnership) has any partner to whom any of the foregoing apply];**
- (b) it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of that party with one or more other companies or the solvent reconstruction of that party;
- (c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with its winding up (being a company) other than for the sole purpose of a scheme for its solvent amalgamation with one or more other companies or its solvent reconstruction;
- (d) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed over it (being a company);
- (e) the holder of a qualifying floating charge over its assets (being a company) has become entitled to appoint or has appointed an administrative receiver;
- (f) a person becomes entitled to appoint a receiver over all or any of its assets or a receiver is appointed over all or any of its assets; or
- (g) being an individual, it is the subject of a bankruptcy petition or order;
- (h) a creditor or encumbrancer of it attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within ten Business Days;
- (i) any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (a) to (h) above (inclusive); or
- (j) it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

Key Personnel: the Consultant's personnel, identified in Schedule 3 who may be removed or replaced from time to time under clause 7.

Law: means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Contractor is bound to comply.

LED: Law Enforcement Directive (*Directive (EU) 2016/680*).

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

Party: a Party to this Agreement.

Professional Team: the Consultant, the organisations or individuals listed in Schedule 4 and any other organisations or individuals notified by the Council to the Consultant.

Programme: the programme agreed by the Consultant and the Council, setting out key dates and time periods for:

- (a) completing key activities;
- (b) issuing Material and other documents; and
- (c) providing information relating to the Project,

as may be adjusted from time to time by agreement between the Council and the Consultant.

Prohibited Act: the following constitute Prohibited Acts:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;
- (c) committing any offence:
 - (i) under the Bribery Act;
 - (ii) under legislation or common law concerning fraudulent acts;

(iii) defrauding, attempting to defraud or conspiring to defraud the Authority

(d) any activity, practice or conduct which would constitute one of the offences listed under clause 1.1(c), if such activity, practice or conduct had been carried out in the UK

Project: xxxxxx

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.

Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

Required Standard: all the reasonable skill, care and diligence to be expected of a qualified and experienced member of the Consultant's profession undertaking the Services on works similar in scope and character to the Project.

Services: the Basic Services.

Sub-processor: any third Party appointed to process Personal Data on behalf of the Contractor related to this Agreement.

Term: xxxxxx

Third Party Agreement: any agreement between the Council and a third party relating to the Project and of which the Council notifies the Consultant in writing after the date of this agreement.

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

Working Day: Monday to Friday, excluding any public holidays in England and Wales.

- 1.2 Clause, Schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.
- 1.4 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.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

- 1.8 This agreement shall be binding on, and ensure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.
- 1.9 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
- 1.10 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.
- 1.11 Any reference to a party's **consent** or **approval** being required is to be in writing, which must be obtained before the relevant action is taken or event occurs.
- 1.12 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.
- 1.13 A reference to **writing** or **written** includes fax but not email.
- 1.14 References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.15 Unless this agreement expressly provides otherwise, a reference to the Property or the Project is to the whole and any part of it.
- 1.16 Unless expressly provided otherwise, the obligations and liabilities of the parties under this agreement are joint and several.
- 1.17 Any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

2. APPOINTMENT

- 2.1 The Council appoints the Consultant to carry out the Services, subject to the terms of this agreement.
- 2.2 This agreement takes effect from the Commencement Date until the pre-agreed final stage of work has been completed to the satisfaction of the Council's Representative, in line with the agreed project plan.

3. CONSULTANT'S OBLIGATIONS

- 3.1 Subject to clause 3.2, the Consultant warrants and undertakes that it shall comply with the terms of this agreement.
- 3.2 The Consultant warrants and undertakes that it shall exercise the Required Standard:
- (a) when performing the Services;
 - (b) to comply with (and ensure the completed Project complies with) any:

- (i) Act of Parliament;
 - (ii) instrument, rule or order made under any Act of Parliament; and
 - (iii) regulation or bye-law of any local Council, statutory undertaker or public or private utility or undertaking that has any jurisdiction over the Project or with whose systems or property the Project is or will be connected;
- (d) to perform the Services and prepare all Material for those elements of the Project for which the Consultant is responsible according to the Programme or, in the absence of a Programme, in sufficient time to facilitate the efficient progress of the Project; and
 - (e) not to cause or contribute to any breach by the Council of any Third Party Agreement provided that, where the Council notifies the Consultant of a Third Party Agreement after the date of this agreement, the Consultant is not required to act in any way that may increase its liability in excess of that which was reasonably foreseeable at the date of this agreement.

4. CO-OPERATION AND CO-ORDINATION

4.1 The Consultant shall act as lead consultant for the Project and:

- (a) co-ordinate the services of the Professional Team;
- (b) give instructions to the Professional Team as necessary to co-ordinate the services of the Professional Team;
- (c) schedule the activities of the Professional Team to comply with the Programme; and
- (d) notify the Council of any failure by a member of the Professional Team to comply with the Programme; and
- (e) notify the Council if the Project is delayed or is likely to be delayed, setting out the cause of the delay and its likely duration.

5. RECORDS

5.1 The Consultant shall maintain records of all time spent by its personnel in performing the Services.

5.2 Upon the Council's written request, the Consultant shall allow the Council (or its representative) to inspect the records referred to in clause 5.1 and provide such copies as the Council requests. The Council's right to inspect and demand copies shall continue after the Consultant's engagement under this agreement has concluded or terminated.

6. CONSULTANT'S COUNCIL

6.1 Notwithstanding any other provision of this agreement, other than in an emergency or with the prior written consent of the Council, the Consultant has no Council to:

- (a) make (or instruct any member of the Professional Team to make) any material alteration to the Project or its Services;
- (b) vary, terminate or waive compliance with the terms of:
 - (i) the appointment of any member of the Professional Team; or
 - (ii) any Third Party Agreement;
- (c) enter into any contract, commitment or undertaking on behalf of the Council; or
- (d) issue any instruction or notice relating to the appointment of any member of the Professional Team or any Third Party Agreement that:
 - (i) delays the Project; or
 - (ii) increases the cost of the Project.

7. DUE DILIGENCE AND CONSULTANT'S WARRANTY

7.1 The Consultant acknowledges and confirms that:

- (a) they have had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this agreement;
- (b) they have received all information requested by it from the Council pursuant to clause 7.1(a) to enable it to determine whether it is able to provide the Services in accordance with the terms of this agreement;
- (c) they have made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to clause 7.1(b);
- (d) they have raised all relevant due diligence questions with the Council before the commencement of this agreement;
- (e) they have entered into this agreement in reliance on their own due diligence;
- (f) they have entered into this agreement in acceptance that an IR35 Employment Status Assessment has been undertaken in line with HMRC guidance as presented in Schedule [7]; and

- (g) Schedule 7 confirms whether or not this engagement falls in or out of scope HMRC IR35 taxation rules;
 - (h) if the engagement is deemed to be within scope tax and NI contributions will be deducted at source by the Council;
 - (i) if the engagement is deemed to be out of scope the responsibility for tax and NI contributions payable to HMRC will be the responsibility of the Consultant.
- 7.2 Save as provided in this agreement, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Consultant by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 7.3 The Consultant:
 - (a) as at the Commencement Date, warrants and represents that all information contained in the Consultant's Tender remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the agreement; and
 - (b) shall promptly notify the Council in writing if it becomes aware during the performance of this agreement of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services
- 7.4 The Consultant shall not be entitled to recover any additional costs from the Council which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Consultant in accordance with clause 7.3(b) save where such additional costs or adverse effect on performance have been caused by the Consultant having been provided with fundamentally misleading information by or on behalf of the Council and the Consultant could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Consultant shall be entitled to recover such reasonable additional costs from the Council or shall be relieved from performance of certain obligations as shall be determined by the Council
- 7.5 Nothing in this clause 7 shall limit or exclude the liability of the Council for fraud or fraudulent misrepresentation.

8. REPORTING AND MEETINGS

- 8.1 The Consultant shall provide the management reports in the form and at the intervals set out in Schedule 6
- 8.2 The Council's Representative and the Consultant's Representative and relevant Key Personnel shall meet in accordance with the details set out in Schedule 6 and the Consultant shall, at each meeting, present its previously circulated management reports.

9. MONITORING

- 9.1 The Council may monitor the performance of the Services by the Consultant.
- 9.2 The Consultant shall co-operate, and shall procure that its Professional Team co-operate, with the Council in carrying out the monitoring referred to in clause 9.1 at no additional charge to the Council.

10. REPRESENTATIVES AND PERSONNEL

- 10.1 The Council's Representative is the person identified in Schedule 3 or any replacement notified to the Consultant by the Council from time to time. The Council's Representative has full authority to act on the Council's behalf in connection with this agreement, provided that the Council's Representative shall have no authority to:
- (a) terminate the Consultant's engagement under this agreement; or
 - (b) agree or instruct any Additional Services that increase the Fee by more than £1,000.00 (One Thousand Pounds).
- 10.2 The Consultant shall ensure that the Key Personnel:
- (a) devote sufficient time and attention fulfilling their respective roles;
 - (b) are not removed without the Council's prior written consent (such consent not to be unreasonably withheld or delayed), except in the event of:
 - (i) death;
 - (ii) permanent incapacity;
 - (iii) an illness making the relevant individual unavailable for work; or
 - (iv) the relevant individual leaving the Consultant's employment.
- 10.3 The Council may at any time instruct the Consultant to remove any person engaged in performing the Services if, in the Council's reasonable opinion, that person's performance or conduct is unsatisfactory. The Consultant shall remove any such person promptly.
- 10.4 Any personnel appointed by the Consultant to replace staff removed under clause 10.2 (b) or clause 10.3 shall be subject to the written approval of the Council (such approval not to be unreasonably withheld or delayed).

11. REMUNERATION

- 11.1 The Fee shall be the Consultant's entire remuneration under this agreement.

- 11.2 The Council shall pay the Consultant any VAT properly chargeable on the Services. Any amount expressed as payable to the Consultant under this agreement is exclusive of VAT unless stated otherwise.

12. PAYMENT

- 12.1 The Fee shall be calculated and paid in accordance with Schedule 2. If not set out in Schedule 2, the Fee shall be paid at intervals of not less than one month, beginning one month after the Consultant begins performing the Services..
- 12.2 the Consultant shall submit to the Council an invoice or invoices for the provision of the Services together with any supporting documents that are reasonably necessary to check the invoice. The invoice(s) and supporting documents shall specify the sum that the Consultant considers will become due on the payment due date and the basis on which the sum is calculated.
- 12.3 In accordance with Clause 7.1 (h) where the Consultant is deemed to be in scope of IR35 rules the Consultant shall submit to the Council a payroll set-up form which they have obtained from the Council containing personal and banking details.
- 12.4 In accordance with Clause 7.1 (h) the Consultant will be entitled to deduct from each invoice the direct cost of materials used or to be used up in the performance of the services and deduct expenses that would have been deductible if the worker had been an employee and the expenses had been met by the worker from those earnings. The net cost of the invoice will be the deemed payment due and the figure upon which tax and NI contributions will be calculated. For the avoidance of doubt the Consultant will be required to seek advice from HMRC in relation to the criteria for the deduction of the above said materials and expenses costs.
- 12.5 In accordance with Clause 7.1 (h) payment shall be due on the date the Council receives each invoice. Invoices will be approved by the Council's Representative and passed for payment to the Council's Payroll Section. Approved invoices which reach payroll on or before the 8th of the month will be paid into the Consultant's nominated bank account on the 20th of that month. If this deadline is missed the Consultant will not be paid until the 20th day of the following month.
- 12.6 In accordance with Clause 7.1 (i) where the Consultant is deemed to be out of scope of IR35 rules, the Council shall notify the Consultant no later than ten days after payment becomes due of the sum that the Council considers to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated.
- 12.7 In accordance with Clause 7.1 (i) the final date for payment shall be 30 days after the date on which payment becomes due.

- 12.8 Subject to clause 12.1111 and unless the Council has served a notice under clause 12.99, it shall pay the Consultant the sum referred to in the Council's notice under clause 12.6 (or, if the Council has not served notice under clause 12.66, the sum referred to in the invoice referred to in clause 12.3) (in this clause 12, the **notified sum**) on or before the final date for payment of the invoice.
- 12.9 Not less than seven days before the final date for payment (in this clause 12, the **prescribed period**), the Council may give the Consultant notice that it intends to pay less than the notified sum (in this clause 12, a **pay less notice**). Any pay less notice shall specify:
- (a) the sum that the payer considers to be due on the date the notice is served; and
 - (b) the basis on which that sum is calculated.
- 12.10 If the Council fails to pay an amount due to the Consultant by the final date for payment and fails to give a pay less notice under clause 12.9, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this agreement in accordance with the Late Payment of Commercial Debts (Interest) Act 1998. The Consultant shall not suspend the supply of the Services if any payment is overdue. If the Council fails to pay any amount properly due and payable by it under the Charges, the Consultant Party shall have the right to charge interest on the overdue amount at the rate of eight per cent 8% per annum above the base rate for the time being of Bank of England accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgement. This clause shall not apply to payments that the Council disputes in good faith. Fixed sum compensation can also be claimed in line with the Late Payment of Commercial Debts Regulations 2013.
- 12.11 Notwithstanding clause 12.8 and clause 12.9 and without prejudice to clause 17, if the Consultant becomes Insolvent after the prescribed period, the Council shall not be required to pay the Consultant the notified sum on or before the final date for payment.

13. ADJUSTING THE FEE

- 13.1 The Fee shall be adjusted if the performance of the Services is materially delayed or disrupted due to a change in the scope, size, complexity or duration of the Project, provided that the Consultant shall not be entitled to any adjustment of the Fee where delay or disruption arises from the Consultant's default or negligence, or the default or negligence of the Consultant's sub-contractors or Consultants (if any).
- 13.2 The Consultant shall notify the Council of its intention to claim an adjustment to the Fee as soon as reasonably practicable after it becomes aware of any material delay

or disruption to the Services. The Consultant's notice shall include a written estimate of:

- (a) the proposed adjustment to the Fee; and
- (b) the likely effect of the delay or disruption on the Services and the Programme.

13.3 Unless the parties agree otherwise, the Fee shall be adjusted by a reasonable amount by reference to the time charges set out in Schedule 2

14. ADDITIONAL SERVICES

14.1 The Consultant shall notify the Council as soon as reasonably practicable if it becomes apparent that Additional Services are likely to be required, identifying the required services.

14.2 The Consultant shall only perform an Additional Service on receipt of a written instruction to do so by the Council.

14.3 As soon as reasonably practicable after receiving an instruction to perform an Additional Service, the Consultant shall provide the Council with a written estimate of cost of the Additional Service and its effect on the Programme.

14.4 Unless the parties agree otherwise, Additional Fees will not be paid. If agreed, they shall be in writing and they shall be a reasonable amount calculated by reference to the time charges set out in Schedule 2, provided that no Additional Fee shall be payable if the requirement for an Additional Service arises from the Consultant's default or negligence, or the default or negligence of the Consultant's sub-contractors or Consultants (if any).

14.5 Any agreed Additional Fee payable by the Council shall be included in the next invoice following performance of the Additional Service to which it relates.

15. SUSPENSION

15.1 The Council may, at any time, suspend performance of all or part of the Services by giving written notice to the Consultant. Subject to clause 16.2, the Consultant shall resume performance of the Services as soon as reasonably practicable after receiving a written notice to do so from the Council.

15.2 If:

- (a) subject to clause 12.10, the Council fails to pay in full the notified sum to the Consultant under this agreement by the final date for payment under clause 12; and
- (b) the Council has not given a pay less notice complying with clause 12,

the Consultant may suspend the performance of any or all of its Services and other obligations under this agreement by giving not less than seven days' notice to the Council of its intention to do so and stating the ground or grounds on which it intends to suspend performance.

15.3 In the event of a suspension in accordance with this agreement, the Council shall pay the Consultant:

- (a) a reasonable amount in respect of costs and expenses reasonably incurred by the Consultant as a result of any exercise of its right referred to in clause 15.2; and
- (b) (taking into account any sum paid under clause 15.3(a) any adjustment to the Fee due under clause 13,

and such payment shall be the Consultant's sole compensation for suspension of its Services and obligations under this agreement.

16. TERMINATION

16.1 The Council may terminate the Consultant's engagement under this agreement at any time by giving ten Business Days' notice in writing to the Consultant.

16.2 If:

- (a) a suspension of the Services in accordance with clause 15.1 continues for a continuous period of six months; and
- (b) the Council does not instruct the Consultant to resume the Services within ten Business Days of receiving a written notice from the Consultant requiring it to do so,

the Consultant may immediately terminate its engagement under this agreement by giving written notice to the Council.

16.3 Either party may immediately terminate the Consultant's engagement under this agreement by giving written notice to the other party if:

- (a) the other party is in material breach of its obligations under this agreement and fails to remedy that breach within ten Business Days of receiving written notice requiring it to do so; or

- (b) the other party becomes Insolvent.

17. CONSEQUENCES OF TERMINATION

17.1 On termination in accordance with clause 16 the Council shall pay the Consultant:

- (a) any amount properly due for payment under this agreement at the date of termination; and
- (b) a fair and reasonable proportion of the next instalment of the Fee commensurate with the Services properly performed at the date of termination.

17.2 If the Consultant's engagement under this agreement is terminated:

- (a) by the Council in accordance with clause 16.1;
- (b) by the Consultant in accordance with clause 16.2;
- (c) by the Consultant in accordance with clause 16.3(a); or
- (d) by the Consultant in accordance with clause 16.3(b),

the Council shall also pay any expenses and disbursements necessarily incurred by the Consultant as a direct result of termination.

17.3 If the Consultant's engagement under this agreement is terminated by the Council in accordance with:

- (a) Clause 16.3(a); or
- (b) Clause 16.3(b),

the Consultant shall also pay the Council the reasonable cost of procuring a replacement professional consultant to carry out any unperformed Services, to the extent that such cost exceeds the Fee (or, where the Fee is yet to be determined, the Council's reasonable estimate of the Fee). Any such cost shall be deducted from the amount payable to the Consultant under clause 17.1 and if any shortfall remains following such deduction the Council may claim it as a debt due from the Consultant.

17.4 Payment under clause 17.1 and clause 17.2 (if any) shall be:

- (a) the Consultant's sole entitlement to compensation for termination of its engagement under this agreement; and
- (b) claimed by the Consultant as if it was a payment under clause 12.

17.5 Except as set out in clause 17.1 and clause 17.2, the Council shall not be liable to the Consultant for:

- (a) any costs, expenses, disbursements or losses;

- (b) any loss of profits, loss of fees, loss of chance or other similar losses; or
- (c) any indirect losses or consequential losses

arising out of termination of the Consultant's engagement under this agreement.

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

18. FORCE MAJEURE

- 18.1 Subject to the remaining provisions of this clause 17.6, neither party to this agreement shall be liable to the other for any delay or non-performance of its obligations under this agreement to the extent that such non-performance is due to a Force Majeure Event.

- 18.2 In the event that either party is delayed or prevented from performing its obligations under this agreement by a Force Majeure Event, such party shall:

- (a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;
- (b) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this agreement; and
- (c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

- 18.3 A party cannot claim relief if the Force Majeure Event is attributable to that parties wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.

- 18.4 The Consultant cannot claim relief if the Force Majeure Event is one where a reasonable Consultant should have foreseen and provided for the cause in question.

- 18.5 As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this agreement. Where the Consultant is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with Best Industry Practice.

18.6 The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

18.7 The Council may, during the continuance of any Force Majeure Event, terminate this agreement by written notice to the Consultant if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than 30 Working Days.

19. PREVENTION OF BRIBERY

19.1 The Consultant represents and warrants that neither it, nor to the best of its knowledge any of their Professional Team, have at any time prior to the date of this agreement:

- (a) committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or
- (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

19.2 The Consultant shall not during the term of this agreement:

- (a) commit a Prohibited Act; and/or
- (b) do or suffer anything to be done which would cause the Council or any of the Council's employees, consultants, contractors, sub-contractors or agents to contravene any of the Bribery Act or otherwise incur any liability in relation to the Bribery Act.

19.3 The Consultant shall during the term of this agreement:

- (a) establish, maintain and enforce, and require that their Professional Team establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Bribery Act and prevent the occurrence of a Prohibited Act; and
- (b) keep appropriate records of its compliance with its obligations under clause 33.3(a) and make such records available to the Council on request.

19.4 The Consultant shall immediately notify the Council in writing if it becomes aware of any breach of clause 19.1 and/or clause 19.2, or has reason to believe that it has or any of the Consultant's Professional Team have:

- (a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act;
 - (b) been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act; and/or
 - (c) received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this agreement or otherwise suspects that any person or Party directly or indirectly connected with this agreement has committed or attempted to commit a Prohibited Act.
- 19.5 If the Consultant makes a notification to the Council pursuant to clause 19.4, the Consultant shall respond promptly to the Council's enquiries, co-operate with any investigation, and allow the Council to audit any books, records and/or any other relevant documentation
- 19.6 If the Consultant is in default under clause 19.1 and/or clause 19.2, the Council may by notice:
 - (a) require the Consultant to remove from performance of this agreement any of their Professional Team whose acts or omissions have caused the default; or
 - (b) immediately terminate this agreement.
- 19.7 Any notice served by the Council under clause 19.6 shall specify the nature of the Prohibited Act, the identity of the party who the Council believes has committed the Prohibited Act and the action that the Council has elected to take (including, where relevant, the date on which this agreement shall terminate).

20. ASSIGNMENT AND SUB-CONTRACTING

- 20.1 The Council may assign the benefit of this agreement.
- 20.2 The Council shall notify the Consultant of any assignment. If the Council fails to do this, the assignment shall still be valid.
- 20.3 The Consultant shall not contend that any person to whom the benefit of this agreement is assigned under clause 20.1 may not recover any sum under this agreement because that person is an assignee and not a named party to this agreement.

20.4 The Consultant may not assign or transfer its obligations under this agreement to any other person.

20.5 The Consultant shall not sub-contract the performance of any of the Services without the Council's prior written consent. The Consultant shall be responsible for any services it sub-contracts to a third party as if it had performed those services itself.

21. NOVATION

Notwithstanding any provision of this agreement restricting the Council's right to assign or transfer the benefit or burden of this agreement, within five Business Days of receiving a written request from the Council, the Consultant shall enter into a deed of novation with the Council.

22. COPYRIGHT AND INTELLECTUAL PROPERTY

22.1 The Consultant owns all intellectual property rights (including copyright) relating to the Material it produces.

22.2 The Consultant grants to the Council, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the Consultant for any purpose relating to the Project.

22.3 The licence in clause 22.2 carries the right to grant sub-licences and is transferable to third parties without the consent of the Consultant.

22.4 Neither party shall be liable to the other for:

- (a) any use of Material created by (or on behalf of) it for any purpose other than that for which that Material was prepared and/or provided; or

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

23. CONFIDENTIALITY

23.1 Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, Councils or Consultants of the other party, except as permitted by clause 23.2.

- 23.2 Each party may disclose the other party's confidential information:
- (a) to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out the party's obligations under or in connection with this agreement. Each party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the other party's confidential information comply with this clause 23; and
 - (b) as may be required by law, a court of competent jurisdiction or any governmental or regulatory Council.
- 23.3 No party shall use any other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with this agreement.

24. FREEDOM OF INFORMATION

- 24.1 The Consultant acknowledges that the Council is subject to the requirements of the FOIA and the EIRs. The Consultant shall:
- (a) 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) 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) 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 respond directly to a Request For Information unless authorised in writing to do so by the Council.
- 24.2 The Consultant acknowledges that the Council may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive 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 Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 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 Council shall be responsible for determining in its absolute discretion whether any Commercially

Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.

25. DATA PROTECTION

- 25.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 25 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
- 25.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the data controller and the Consultant is the data processor. Schedule 8 sets out the scope, nature and purpose of processing by the Consultant, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 25.3 Without prejudice to the generality of clause 25.1, the Council will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Consultant for the duration and purposes of this agreement.
- 25.4 Without prejudice to the generality of clause 25.1, the Consultant shall, in relation to any Personal Data processed in connection with the performance by the Consultant of its obligations under this agreement:
- (a) process that Personal Data only on the written instructions of the Council (as set out in Schedule 8), unless the Consultant is required by the laws of any member of the European Union or by the laws of the European Union (**Applicable Laws**) applicable to the Consultant to otherwise process the Personal Data. Where the Consultant is so required, it shall promptly notify the Council before processing the Personal Data, unless prohibited by the Applicable Laws;
 - (b) ensure that it has in place appropriate technical and 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 (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Council has been obtained and the following conditions are fulfilled:
 - (i) the Council or the Consultant has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Consultant complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Consultant complies with the reasonable instructions notified to it in advance by the Council with respect to the processing of the Personal Data;
- (d) notify the Council immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
- (e) assist the Council in responding to any request from a Data Subject and in ensuring compliance with the Council's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Council immediately [and in any event within 24 hours] on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement;
- (g) at the written direction of the Council, delete or return Personal Data and copies thereof to the Council on termination or expiry of the agreement unless required by the Applicable Laws to store the Personal Data;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 25 and allow for audits by the Council or the Council's designated auditor;
- (i) indemnify the Council against any loss or damage suffered by the Council of its obligations under this clause 25.

25.5 Where the Consultant intends to engage a Sub-Contractor and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:

- (a) notify the Council in writing of the intended processing by the Sub-Contractor;
- (b) obtain prior written consent to the processing;
- (c) ensure that any Sub-Contract imposes obligations on the Sub-Contractor to give effect to the terms set out in this clause 25.

25.6 Either party may, at any time on not less than 30 Working Days' written notice to the other party, revise this clause 25 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this agreement).

25.7 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

26. INTELLECTUAL PROPERTY

26.1 In the absence of prior written agreement by the Council to the contrary, all Intellectual Property created by the Consultant or any employee, agent or subcontractor of the Consultant:

- (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.

26.2 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.

27. INSURANCE

27.1 The Consultant shall at its own cost effect and maintain with a reputable insurance company, on customary and usual terms and conditions prevailing for the time being in the insurance market on terms that do not require the Consultant to discharge any liability before being entitled to recover from the insurers and would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 1930 a policy or policies of insurance providing as a minimum the following levels of cover:

- (a) public liability insurance with a limit of indemnity of not less than £5,000,000.00 (Five Million Pounds) in relation to any one claim or series of claims;
- (b) employers liability insurance with a limit of indemnity of not less than £5,000,000.00 (Five Million Pounds);
- (c) professional indemnity insurance with a limit of indemnity of not less than £2,000,000.00 (Two Million Pounds) in relation to any one claim or series of claims and shall ensure that all professional consultants or members of the Professional Team involved in the provision of the Services hold and maintain appropriate cover.

(the 'Required Insurances')

- 27.2 The Consultant shall hold and maintain the Required Insurances for a minimum of six years following the expiration or termination of the agreement.
- 27.3 Any increased or additional premium required by insurers because of the Consultant's claims record or other acts, omissions, matters or things particular to the Consultant shall be deemed to be within commercially reasonable rates.
- 27.4 Without the Council's written consent, the Consultant shall not:
 - (a) settle or compromise any claim with the insurers that relates to a claim by the Council against the Consultant; or
 - (b) by any act or omission lose or affect the Consultant's right to make, or proceed with, that claim against the insurers.
- 27.5 The Consultant shall immediately inform the Council if the Consultant's required professional indemnity insurance ceases to be available at commercially reasonable rates, so that the Consultant and the Council can discuss how best to protect the respective positions of the Council and the Consultant regarding the Project and the Property, without that insurance.
- 27.6 The Consultant shall fully co-operate with any measures reasonably required by the Council, including:
 - (a) completing any proposals for insurance and associated documents; or
 - (b) maintaining insurance at rates above commercially reasonable rates, if the Council reimburses the Consultant the net cost of that insurance above commercially reasonable rates.
- 27.7 Whenever the Council reasonably requests, the Consultant shall send the Council evidence that the Consultant's professional indemnity insurance is in force,

including, if required by the Council, an original letter from the Consultant's insurers or brokers confirming:

- (a) the Consultant's then current professional indemnity insurance; and
- (b) that the premiums for that insurance have been paid in full at the date of that letter.

28. DISPUTES

- 28.1 Subject to either party's right to adjudicate at any time, the parties shall use their reasonable endeavours to resolve any dispute or difference between them through negotiation or mediation.
- 28.2 If any dispute arises in connection with this agreement, a director or other senior representatives of the parties with Council to settle the dispute will, within 14 days of a written request from one party to the other, meet in a good faith effort to resolve the dispute.
- 28.3 If the dispute is not wholly resolved at that meeting, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by CEDR. To initiate mediation a party must give notice in writing ('ADR notice') to the other party(ies) to the dispute requesting mediation. A copy of the request should be sent to CEDR. Unless otherwise agreed, the mediation will start not later than 28 days after the date of the ADR notice

29. NOTICES

- 29.1 A notice given to a party under or in connection with this agreement:
- (a) shall be in writing;
 - (b) shall be signed by or on behalf of the party giving it;
 - (c) shall be sent to the party for the attention of the contact and at the address listed in clause 22.2;
 - (d) shall be sent by a method listed in clause 22.4; and
 - (e) is deemed received as set out in clause 22.5 if prepared and sent in accordance with this clause.

- 29.2 The parties' addresses and contacts are as set out in this table:

Party	Contact	Address
Council	XXXXXX	Blackpool Council

		P.O. Box 4 Blackpool FY1 1NA
Consultant	[Name]	[Address.....]

29.3 A party may change its details given in the table in clause 29.2 by giving notice, the change taking effect for the party notified of the change at 9.00 am on the later of:

- (a) the date, if any, specified in the notice as the effective date for the change;
or
- (b) the date five Business Days after deemed receipt of the notice.

29.4 This table sets out:

- (a) delivery methods for sending a notice to a party under this agreement; and
- (b) for each delivery method, the corresponding delivery date and time when delivery of the notice is deemed to have taken place provided that all other requirements in this clause have been satisfied and subject to the provisions in clause 22.5:

Delivery method	Delivery date and time
Delivery by hand.	On signature of a delivery receipt or at the time the notice is left at the address.
Pre-paid first class post or other next working day delivery service providing proof of postage	9.00 am on the second Business Day after posting
Pre-paid airmail providing proof of postage	9.00 am on the fifth Business Day after posting

29.5 For the purpose of clause 22.4 and calculating deemed receipt:

- (a) all references to time are to local time in the place of deemed receipt; and
- (b) if deemed receipt would occur in the place of deemed receipt on a Saturday or Sunday or a public holiday when banks are not open for business, deemed receipt is deemed to take place at 9.00 am on the day when business next starts in the place of receipt.

29.6 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.

29.7 A notice given under this agreement is not valid if sent by email.

30. THIRD PARTY RIGHTS

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.

31. ENTIRE AGREEMENT

31.1 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.

31.2 Each party agrees 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.

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

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

32. 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.

33. 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).

34. ELECTRONIC SIGNATURES

The Parties may sign this Agreement either by using a written signature or by using an electronic signature. Where an electronic signature is used by or on behalf of a Party, that electronic signature shall be deemed to be its signature and such electronic signature shall be admissible as evidence in any legal proceedings in accordance with the provisions of the Electronic Communications Act 2000. Each Party also confirms that in the event it uses an electronic signature to sign this

Agreement, it intends to be bound by the terms of this Agreement on the same basis as it would by using a written signature to sign this Agreement.

DRAFT

This document has been executed below and takes effect on the Commencement Date

Signed by
HEAD OF PROCUREMENT and PROJECTS
for and on behalf of
BLACKPOOL BOROUGH COUNCIL

.....
T Rayner
Head of Procurement and Projects

Signed by
DIRECTOR OF [insert relevant
directorate] for and on behalf of
BLACKPOOL BOROUGH COUNCIL

.....
[insert name]
Director of [insert relevant directorate]

Signed by
[Insert Authorised
Signatory of the Consultant]
for and on behalf of
the [insert Consultant's name]

.....
Signature

.....
[Job Title]

Schedule 1 Specification of the Services

DRAFT

Schedule 2 Fees and payment

Insert the provisions stipulated with in the Specification or requirements.

DRAFT

Schedule 3 Personnel

Part 1. Key personnel

Name	Role/position
	Xxxx Blackpool Council
	Xxxx Blackpool Council
	Xxxx Provider
	Xxxx Provider

Part 2. Council's Representative

xxxxxxxxxx, P.O. Box 4, Blackpool Council, Blackpool, FY1 1NA. Telephone Number 01253 47xxxx

Part 3. Consultant's Representative

[Providers name, address and contact details]

Schedule 4 Professional Team

Name	Role/position
xxxxxxx	xxxxxxx(Council)
	(Council)
	Consultant Details
	Consultant Details

Schedule 5 Consultants Tender

[Also include insurance documentation, form of tender, supplier's charter and clarifications if applicable]

DRAFT

Schedule 6 Contract Management

The Council will manage the contract in a manner to ensure the specification / brief is delivered in full and reserves the right to arrange regular pre-determined progress monitoring meetings.

Or

MEETINGS

Type - Review meetings

Quorum – as agreed

Frequency – Quarterly or as agreed between the Parties

Agenda – As agreed

DRAFT

Schedule 8 Processing, Personal Data and Data Subjects

1. The Consultant shall comply with any further written instructions with respect to processing by the Council.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<i>[This should be a high level, short description of what the processing is about i.e. its subject matter]</i>
Duration of the processing	<i>[Clearly set out the duration of the processing including dates]</i>
Nature and purposes of the processing	<p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.</i></p> <p><i>The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.]</i></p>
Type of Personal Data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc.]</i>
Categories of Data Subject	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>