

THIS Contract is made this _____ day of _____, 2019
BETWEEN the [REDACTED] ("the Client") of of the one part and [REDACTED] Limited ("the Consultant") of [REDACTED] Registered Number: [REDACTED] of the other part

WHEREAS:

- A. The Client wishes to appoint a consultant to deliver the service identified in the Specification attached hereto ("the Service") for the Consultancy Fee previously agreed with the Client
- B. The Consultant has agreed to provide the Service in accordance with the terms and conditions of this Contract

IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation

1.1 The following words and phrases shall have the following meanings except where the context requires otherwise:-

Bribery Act	Means 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
"Contract"	Means the agreement between the Client and the Consultant consisting of this contract and the schedules hereto, the Consultant's Tender (if any) and any other documents (or parts thereof) specified by the Client.
"Contract Period"	Means the period from [REDACTED] for a period of terminating on [REDACTED] subject to earlier termination in accordance with the

terms of this Contract or other lawful means or extension in accordance with the terms of this Contract.

Consultancy Fee	Means the sum to be paid to the Consultant by the Client for the provision of the Service as set out in Schedule 2 hereto
Client's Data	Means the Client's data, databases, written reports and any other information provided by the Client,
"Data and Reports"	Means all documents drawings data and databases written reports and any other information produced by the Consultant in connection with the Service.
"Fraud"	Means any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Client
"Losses	Means any loss, damages, costs, expenses or any other payment of whatever kind and however incurred, for which either party may come to be liable.
"Parties"/"Party"	Means the Consultant and the Client or either one of them.
"Prohibited Act	Means any of the following: (a) to directly or indirectly offer, promise or give any person working for or engaged by the Client 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 Contract;

(c) committing any offence-

(i) under the Bribery Act;

(ii) under legislation creating offences concerning fraudulent Acts;

(iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Client; or

(iv) defrauding, attempting to defraud or conspiring to defraud the Client.

“Specification”

Means the description of the Services to be provided under the Contract and attached as Schedule 1 hereto.

“Working Day”

Means Monday to Friday inclusive save where any of these days is a bank holiday in the United Kingdom

1.2 The interpretation and construction of the Contract shall be subject to the following provisions:

The terms and expressions set out in clause 1.1 shall have the meanings ascribed therein;

1.2.2 Words importing the singular meaning include where the context so admits the plural meaning and vice versa;

1.2.3 Words importing the masculine gender include the feminine and the neuter genders;

- 1.2.4 References to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- 1.2.5 Reference to a schedule or schedules shall refer to a schedule to or the schedules to this Contract
- 1.2.6 References to any person shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted;
- 1.2.7 Headings are included in this Contract for ease of reference only and shall not affect the interpretation or construction of this Contract.
- 1.2.8 In the event and only to the extent of any conflict between the documents constituting the Contract, each of these shall prevail in the following descending order of priority:
- i. The Contract being this document.
 - ii. Schedule 1 - The Specification.
 - iii. Schedule 2 - The Consultancy Fee
 - iv. The Consultant's Tender including agreed Contractor's Proposal and form of tender.
- 1.2.9 As far as the context shall permit and unless expressly stated otherwise the defined terms in the documents which constitute the Contract shall be applicable one to another.
- 1.2.10 References to the terms 'Service Provider' and 'Contractor' as set out in Schedule 3 (Data Protection Clauses) shall be deemed to be references to 'Consultant' as that term is defined in this Contract.

2. Consultant's Obligations

2.1 The Consultant shall:

- (a). complete the provision of the Service as identified in the Specification;
- (b). provide the Service in a timely and efficient manner and to a professional standard in exercising all reasonable skill care and diligence in the provision of the Service, as specified in the Specification;
- (c). ensure that whilst the Consultant or any of its employees servants or agents are on the Client's premises they will conform to the Client's

normal codes of employee conduct safety and security practice and ensure that all employees or sub-contractors have had an enhanced Criminal Records Bureau check and are deemed to be allowed to work with children and vulnerable adults;

- (d). comply with all relevant legislation, regulations and best practice;
- (e). attend such meetings at the Clients premises in connection with the provision of the Service as may be reasonably required;
- (f). submit to the Client forthwith such information receipts or other documentation as may be reasonably required by the Client in support of any invoice or request for payment submitted by the Consultant;
- (g). submit to the Client such reports and information as may reasonably be requested within any time limits specified.
- (h). The Consultant will provide the named individual(s) or a mutually agreed substitute to perform the Services.
- (i). The Consultant will at all times represent itself as an independent business and will in no circumstances represent itself or hold itself out as a representative, servant or employee of the Client.

3. Client's Obligations

3.1 The Client will do as follows:

- (a) perform its obligations as set out in this Contract;
- (b) provided it is satisfied that the Service has been carried out in a satisfactory manner and in accordance with the terms hereof, pay the Consultancy Fee to the Consultant monthly in arrears upon the receipt of invoices from the Consultant. PROVIDED THAT each invoice sent by the Consultant pursuant to (b) above shall contain all appropriate references such as a purchase order number and a detailed breakdown of the Service referred to in the invoice and shall be supported by any other documentation required by the Authorised Officer to substantiate the invoice. The Client reserves the right not to make any payment for any period during which the Consultant refuses or fails to carry out the whole or any part of the Service;
- (c) subject to the provisions of part (b) above the payment of invoices to the Consultant will be due within 30 days of the month in which the

Client received such an Invoice;

3.2 The Parties accept that a cooperative relationship between them is needed for the successful performance of the Contract. The Parties will act fairly towards each other in a spirit of mutual cooperation for the achievement of this objective.

4. Expenses/Records

4.1 The Consultant shall maintain a record of all expenditure incurred in relation to the Service and shall retain all invoices receipts accounting records and other relevant financial information for a period of at least 12 (twelve) years after the expiration or termination of the Contract, or until the resolution of any dispute between the Client and the Consultant whichever is the earlier of the two dates.

5. Discrimination

5.1 The Consultant (including its agent's servants and employees) shall not:

5.1.1 discriminate directly or indirectly, or by way of victimisation or harassment, against any person on and/or

5.1.2 contravene the provisions of the Equality Act 2010.

5.2 The Consultant (including its agent's servants and employees) shall observe as far as possible the provisions of:

5.2.1 the Equality and Human Rights Commission's Employment Statutory Code of Practice and the Equality and Human Rights Commission's Code of Practice on the Public Sector Equality Duty; and

5.2.2 any other relevant guidance or code of practice introduced the Equality and Human Rights Commission or other a commission or other body set up by Parliament to promote, monitor and enforce the Equality Act 2010, including but not limited to those provisions commending the adoption, implementation and monitoring of an equal opportunity policy.

5.4 Where in connection with this Contract the Consultant (including its agents servants and employees) are required to carry out work on the Client's premises or alongside the Client's employees on any other

premises, they shall comply with the Client's own employment policy and codes of practice relating to discrimination and equal opportunities.

- 5.4. The Consultant shall, notify the Client forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against The Consultant under the Equality Act 2010.
- 5.6 The Consultant shall provide within such reasonable time period specified all such information as may be reasonably requested by the Client relating to the Consultant's compliance with this clause 5.
- 5.7 The Consultant shall notify the Client immediately of any investigation of or proceedings against the Consultant in relation to the Equality Act 2010 and shall cooperate fully and promptly with any requests of the person or body conducting such investigation or proceedings, including allowing access to any documents or data required, attending any meetings and providing any information requested.
- 5.8 The Consultant shall indemnify the Client against all costs, claims, charges, demands, liabilities, damages, losses and expenses incurred or suffered by the Client arising out of or in connection with any investigation conducted or any proceedings brought in relation to the Equality Act 2010 due directly or indirectly to any act or omission by the Consultant its agents, servants or employees.

6. Health and Safety

- 6.1. The Consultant shall promptly notify the Client of any health and safety hazards which may arise in connection with the performance of the Contract.
- 6.2. While on the Client's premises the Consultant shall comply with any health and safety measures implemented by the Client.
- 6.3. The Consultant shall take all necessary measures to comply with the requirements of the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, in the performance of the Contract.

7. Documents and Data and Confidentiality

- 7.1 The Data and Reports and the copyright and other rights contained therein shall be and shall remain the exclusive property of the Client and shall vest in the Client at the time they are created.

- 7.2 The Consultant shall not use the Client's Data or the Data and Reports for any purpose other than the provision of the Service without the prior written consent of the Client, the decision of whether or not to grant such consent being at the sole discretion of the Client.
- 7.3 The Consultant shall not use or divulge or communicate to any person, without the Client's written consent (save where required by law);
- a) any information it has obtained from the Client or any other source in relation to the Service regardless of whether this information was obtained before the commencement of this Contract; or
 - b) the Client's Data and the Data and Reports or the substance thereof;

AND it is agreed that this sub-Clause shall survive the termination or expiration of the Contract indefinitely.

- 7.4 The Consultant shall impose a similar requirement as that contained in Sub- Clause 7.3 above on its employees, servants and agents.
- 7.5 Upon request by the Client and in any event upon expiration or termination of this Contract the Consultant shall forthwith deliver to the Client all copies of the Client's Data and the Data and Reports which are at the time in its custody or control.
- 7.6 All information set out or referred to in this Contract and all further information and documents provided to the Consultant at any time in connection with the Service and all documents prepared by the Consultant in connection with the Service are and shall be strictly private and confidential and the Consultant shall not and shall ensure that its employees, servants or agents do not save where required by law disclose or hand over any such information or documents to any third party without the Client's written consent. All such information and documents shall be kept secret by the Consultant and shall be used only for the performance of the Service.

This Section, 7.6, will not apply to any information or documents:

7.6.1 which enter the public domain other than through a breach of this Contract;

7.6.2 which are lawfully in the possession of the recipient before disclosure under this Contract took place;

7.6.3 which are obtained from a third party who is free to disclose it and did not obtain the documents or information in breach of confidence; and

7.6.4 which the Consultant is required by rule of any relevant stock exchange to disclose.'

8. Data Protection

8.1 Both Parties will duly observe all their obligations in respect of data protection in accordance with the clauses set out in Schedule 3 (Data Protection Clauses).

9. Freedom of Information

9.1 The Consultant acknowledges that the Client may be subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 and shall assist and cooperate with the Client (at no additional cost to the Consultancy Fee) to enable the Client to comply with these Information disclosure requirements.

9.2 The Consultant shall:

(a) transfer a request for information (as defined by Section 8 of the FOIA) to the Client as soon as practicable after receipt and in any event within 2 [two] working days of receiving a request for information;

(b) provide the Client with a copy of all information in its possession or power in the form that the Client requires within 5 [five] working days (or such other period as the Client may specify) of the Client requesting that information; and

(c) provide all necessary assistance as reasonably requested by the Client to enable the Client to respond to a request for information within the time for compliance set out in section 10 of the FOIA [or regulation 5 of the Environmental Information Regulations 2004].

9.3 The Client shall be responsible for determining at its absolute discretion whether any information designated by the Consultant to be commercially sensitive information and/or any other Information:

- (a) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations 2004;
- (b) is to be disclosed in response to a request for Information, and in no event shall the Consultant respond directly to a request for information unless expressly authorised to do so by the Client.

9.4 The Consultant acknowledges that the Client may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of the FOIA), be obliged under the FOIA or the Environmental Information Regulations 2004 to disclose Information:

- (a) without consulting with the Consultant, or
- (b) following consultation with the Consultant and having taken its views into account.

9.5 The Consultant shall ensure that all Information produced in the course of the

Contract or relating to the Contract is retained for disclosure and shall permit the Client to inspect such records as requested from time to time.

10. Civil Contingencies

10.1 The Consultant acknowledges and accepts that the Client may have obligations under the Civil Contingencies Act 2004 (“CCA”) and where this is the case the Consultant hereby agrees to:

- (a) Put in place such reasonable measures as may be necessary to ensure it is able to continue to undertake its obligations hereunder in the event of an Emergency (as defined in the CCA), and notify the Client of such measures;
- (c) Obey any instruction of the Client during and in respect of an Emergency, the Client undertaking to remunerate and indemnify the Consultant against any direct claims, costs or Losses directly arising from the Consultant’s compliance with such instructions.

11. Insurance

11.1 The Consultant shall (so long as this is commercially available) undertake to effect and maintain in full force and effect professional indemnity insurance (with a well established insurance office or underwriter of repute carrying on business in the United Kingdom) covering the performance of the Consultant’s duties under this

Contract for an indemnity limit of not less than one million pounds (£1,000,000) for each and every claim throughout the Contract Period when the Service is provided and for a reasonable period from the date of the expiry or earlier termination of the Contract.

11.2 The Consultant shall effect and maintain in full force and effect (with a well established insurance office or underwriter of repute carrying on business in the United Kingdom) Public Liability insurance for an indemnity limit of not less than five million Pounds (£5,000,000) for any one occurrence or series of occurrences arising out of any one event throughout the Contract Period.

11.3 The Consultant shall if the Client so requires effect and maintain in full force and effect (with a well established insurance office or underwriter of repute carrying on business in the United Kingdom) Employer’s Liability insurance for an indemnity limit of not less than ten million

Pounds (£10,000,000) for any one occurrence or series of occurrences arising out of any one event throughout the Contract Period.

11.4 The Consultant shall comply with all conditions and obligations of the insurance policies referred to above and shall immediately inform the Client if any of the insurance policies ceases to be maintained. The Consultant shall when reasonably requested to do so, from time to time produce to the Client for inspection documentary evidence that the said insurance policies are being properly maintained. The policies shall have endorsed upon them the Client's interest or shall otherwise expressly by their terms and conditions confer their benefits upon the Client.

11.5 The Consultant shall have in place, the insurance policies mentioned in this clause 11, by or before the commencement of the Contract.

12. Bribery and Fraud

12.1 The Consultant:

(a) shall not, and shall procure that any employee servant or agent shall not in connection with this contract commit a Prohibited Act;

(b) warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Client, or that an agreement has been reached to that effect, in connection with the completion of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Client before completion of this Contract.

12.2 The Consultant shall if requested, provide the Client with any reasonable assistance, at the Client's reasonable cost, to enable the Client to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act;

12.3 The Consultant shall have an anti-bribery policy (which shall be disclosed to the Client) to prevent any employees servants or

agents from committing a Prohibited Act and shall enforce it where appropriate.

- 12.4 The Consultant shall take all reasonable steps, in accordance with good industry practice, to prevent Fraud by any employee servant or agent in connection with the receipt of monies from the Client
- 12.5 If any breach of clause 12 is suspected or known, the Consultant must notify the Client immediately.
- 12.6 The Consultant shall notify the Client immediately if it has reason to suspect that any Fraud has occurred or is occurring or is likely to occur.
- 12.7 If the Consultant notifies the Client that it suspects or knows that there may be a breach of clause 12, the Consultant must respond promptly to the Client's enquiries, co-operate with any investigation, and allow the Client to audit books, records and any other relevant documentation. This obligation shall continue for 7 years following the expiry or termination of this Contract howsoever determined
- 12.8 The Client may terminate this Contract by written notice with immediate effect if the, Consultant any employee servant or agent (in all cases whether or not acting with the Consultant's knowledge) breaches clause 12.
- 12.9 Any termination under clause 12 will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Client.

13. Conflict of Interest

- 13.1 The Consultant is free to perform services for any other party but must take all steps to avoid a conflict of interest and upon becoming aware of such conflict must immediately meet the Client to discuss the best way of dealing with such conflict including terminating this Contract.
- 13.2 The Consultant shall not employ within six months of the expiry or termination of this Contract any employee of the Client without the prior written consent of the Client, which the Client may withhold in its absolute discretion.

14. Warranty and Indemnity

- 14.1 Nothing in this Contract shall render the Client liable to indemnify the Consultant in respect of any loss liability or damage of any kind incurred by the Consultant save where such loss liability or damage is due to the negligent act or omission of the Client.
- 14.2 The Consultant hereby indemnifies and will keep indemnified the Client against all claims, actions and demands whatsoever and howsoever arising which may at any time be made in respect of the injury to or death of any persons or loss or destruction of or damage to any property and any other claims or liabilities arising from or in connection with the performance of the Service or any defect in the Service or any breach by the Consultant of any of the terms of this Contract which arises out of the acts defaults or omissions of the Consultant, their sub-contractors, staff, agents or employees be these wilful, negligent or otherwise and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever suffered or incurred in respect thereof or in relation thereto
- 14.3 The Consultant warrants that:
- a) all information representations and other matters of fact communicated to the Client by the Consultant are true to the best of its knowledge and complete and accurate in all respects;
 - b) it is entitled to use and disseminate all or any of the information used by the Consultant in carrying out the Service and agrees to indemnify the Client in respect of all costs claims actions demands and proceedings made against it by third parties as a result of a breach by the Consultant of this warranty or any copyright or on account of infringement of any other protected right contained therein;
 - c) it has the full capacity and authority and all necessary registrations, approvals and consents to enter into and perform this Contract and that this Contract is executed by a duly appointed and authorised representative of the Consultant;
 - d) all obligations of the Consultant pursuant to this Contract shall

be performed and rendered by appropriately experienced, qualified and trained staff with all due skill, care and diligence; and

- e) the Consultant is not in default in the payment of any due and payable taxes or in the filing, registration or recording of any document or under any legal or statutory obligation or requirement which default might have a material adverse effect on its business, assets or financial condition or its ability to observe or perform its obligations under this Contract.

15. Sub-Contracting and Assignment

- 15.1 Neither Party shall assign or otherwise transfer this Contract or any of the rights benefits or liabilities arising under it without the prior written consent of the other Party.
- 15.2 The Consultant will not sub-contract any part of the Service without the prior written consent of the Client.
- 15.3 Where the Client has given its consent to the sub-contracting of this Contract pursuant to clause 15.2, the Client may subsequently withdraw such consent provided that it acts reasonably in doing so and gives reasonable notice to the Consultant of its withdrawal of consent. Following the giving of such notice by the Client, the Consultant shall terminate the sub-contract with effect from the end of the notice period.

16. Breach of Contract and Termination

- 16.1 If the Consultant commits any breach of this Contract then:
 - a) in the case of a breach which is capable of being remedied the Consultant shall at its own expense within 7 (seven) days of receiving notice from the Client to remedy such breach and shall compensate the Client in respect of any loss which may have arisen as a result of the breach; and
 - b) in the case of a breach which is not capable of being remedied or in the case where the Consultant has failed to remedy a breach in accordance with clause 16.1 a) above or where the Client decides that such a breach renders the arrangement for the performance of the Service by the Consultant unsuitable,

the Client may without prejudice to any other rights it may have terminate this Contract with notice in writing which notice shall take immediate effect.

- 16.2 The Client may terminate this Contract at any time if the Consultant undergoes a change of control, within the meaning of Section 416 of the Income and Corporation Taxes Act 1988 which impacts adversely and materially on the performance of the Contract or becomes insolvent or where it is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or is wound up or is otherwise dissolved or if a resolution is passed for the winding up or dissolution of the Consultant (other than for the purposes of and followed by an amalgamation and reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to it or if an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court or being an individual has an interim order or bankruptcy order or criminal bankruptcy order made against him or if the Consultant makes a composition or arrangement with its creditors or a liquidator is appointed or being an individual shall die or be adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983 OR if any other events or circumstances arise which affect or are likely to affect the ability of the Consultant to carry out the Service or where any similar event to those outlined in this clause 16.2 occurs under the law of any other jurisdiction which the Consultant may be subject to.
- 16.3 The Client shall have the right to terminate the Contract, or to terminate the provision of any part of the Contract at any time by giving three Months' prior written notice to the Consultant. The Client may extend the period of notice at any time before it expires.
- 16.4 The Consultant shall be entitled to terminate the Contract at any time by giving the Client six months prior written notice.
- 16.5 The Client shall have the right to terminate the Contract at the end of Stage 1 by giving the Consultant written notice at any time. For the purposes of this right of termination contained in this clause 16.5, 'Stage 1' shall be as described in the document entitled '*Consultants Brief For the Production of a 2-Stage Master Plan - For the comprehensive employment-led redevelopment of Lea Bridge Gateway SIL - February 2019*' ('the Brief') annexed hereto at

Schedule 1 (Specification)

- 16.6 Where the Contract is terminated under clauses 16.1, 16.2 or 16.4 and the Client makes other arrangements for the provision of the Service, the Client shall be entitled to recover from the Consultant the reasonable cost of making those other arrangements and any

additional expenditure incurred by the Client throughout the remainder of the Contract Period or any extension thereto where the period of such an extension had been agreed between the Parties.

- 16.6 Where the Contract is terminated pursuant to clause 16.5 above no further payments shall be payable by the Client to the Consultant until the Client has established the final cost of making those other arrangements referred to in clause 16.5.
- 16.7 Where the Client terminates the Contract under clause 16.3, the Client shall indemnify the Consultant against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Consultant by reason of the termination of the Contract, provided that the Consultant takes all reasonable steps to mitigate such loss. The Consultant shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Consultant as a result of termination by the Client under clause 16.3.
- 16.8 The Client shall not be liable under clause 16.7 to pay any sum which, when added to any sums paid or due to the Consultant under the Contract, exceeds the total sum that would have been payable to the Consultant if the Contract had not been terminated prior to the expiry of the Contract Period or agreed extension thereto.
- 16.9 The Consultant shall co-operate free of charge with the Client and any new provider of the Service who is appointed by the Client to continue or take over the performance of the Contract in order to ensure an effective handover of all work then in progress.
- 16.10 Upon termination or expiration of this Contract the Consultant shall return to the Client forthwith all Client's Data and Data and Reports and any other property equipment or information belonging to the Client and any part of the Consultancy Fee which relates to any part of the Service which will not then be carried out by the Consultant.
- 16.11 Where the Client terminates the Contract under clause 16.5 above the Consultant shall not be entitled to the Consultancy Fee that relates to Stage 2 as Stage 2 is described in the Brief.

17. Severability

- 17.1 If any provision in this Contract shall be adjudged by a court to be unlawful void or unenforceable such provision shall to the extent

required be severed from this Contract but shall in no way affect the

validity or enforceability of the remainder of this Contract.

18. Waiver

18.1 No forbearance or delay by either Party in enforcing their respective rights under this Contract will prejudice or restrict the rights of that Party to enforce such rights and nor shall they be deemed to have waived those rights unless expressly provided in writing but where any rights have been so waived by a party in accordance with the terms hereof this shall not be deemed to affect any of their other rights under this Contract.

19. Notices

19.1 All notices consents or approvals given under this Contract shall be in writing and shall be personally delivered or sent by pre-paid first class post to the Parties at their respective addresses shown herein below or to such other address in England or Wales as may be notified to the other party in writing in accordance with this clause 19.1 AND in the case of delivery by post the notice consent or approval will be deemed to have been delivered two working days after the date of posting.

19.2 For the Client

Address:

For the attention of:

Tel:

Fax:

For the Consultant

Address:

For the attention of:

Tel:

Fax:

20. Force Majeure

20.1. For the purpose of this Contract, "Force Majeure" means any event or occurrence which is outside the reasonable control of a Party or the Parties, and which is not attributable to any act or failure to take preventive action by the Party concerned, including (but not limited

to) governmental regulations, fire and flood. It does not include any industrial action occurring within the Consultant's organisation or the organisation of any of its sub-contractors.

20.2 Neither Party shall be liable to the other Party for any delay in or failure to perform its obligations under the Contract (other than a payment of money which is due and payable) if such delay or failure is the result of a Force Majeure. Notwithstanding the foregoing, each Party shall use all reasonable endeavours to continue to perform its obligations hereunder for the duration of such Force Majeure. However, if the Force Majeure prevents either Party from performing all of its obligations under the Contract for a period in excess of 3 (three) months, either Party may terminate the Contract by notice in writing with immediate effect.

20.3 Any failure or delay by the Consultant to perform its obligations under the Contract which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded by Force Majeure from complying with an obligation to the Consultant.

21. Governing Law and Jurisdiction

21.1 This Contract is governed by English Law and the Parties agree to submit to the exclusive jurisdiction of the English Courts with respect to any matter arising from it.

22. Contracts (Rights of Third Parties) Act 1999

22.1 It is hereby expressly agreed and declared that none of the provisions of this Contract are intended to or will operate to confer any benefit pursuant to the Contracts (Rights of Third Parties) Act 1999 on any person who is not named as a party to this Contract

23. Legal Status of the Parties

23.1 Other than where expressly stated otherwise herein nothing in this Contract shall be construed or have effect as constituting any relationship of employer and employee or partners or a joint venture or a relationship of principal and agent between the Client and the Consultant or between the Client and any employee or agent of the Consultant.

23.2 The Client is not obliged on the expiration or termination of this Contract to offer the Consultant ongoing work or any further work and the Consultant is not obliged to accept any such offer of work made by the Client.

23.3 Neither Party shall represent that it has the authority to bind or make commitments on the other Party's behalf.

23.4 In performing the Service the Consultant shall be acting as principal and not as agent of the Client. Accordingly, the Consultant shall not (and shall procure that its employees, agents and sub-contractors do not) say or do anything that might lead any other person to believe that the Consultant is acting as the agent of the Client.

24. Entire Agreement

24.1 This Contract constitutes the entire agreement between the Parties relating to the subject matter hereof. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Clause 24.1 shall not exclude liability in respect of any fraudulent misrepresentation on the part of either Party prior to the commencement of the Contract or the date of the Contract (whichever is the earlier of the two).

25. Publicity, Media and Official Enquiries

25.1 Except with the written consent of the other Party, neither Party shall make any press announcements in respect of the Contract or publicise the Contract or any part thereof in any way.

25.3 Both Parties shall take all reasonable steps to ensure the observance of the provisions of Clause 25.1 by all their servants, employees, agents, professional advisors and consultants. The Consultant shall take all reasonable steps to ensure the observance of the provisions of Clause 25.1 by its sub-contractors.

25.4 The provisions of this Clause 25 shall apply during the continuance of this Contract and indefinitely after its expiry or termination.

26. Dispute Resolution

26.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the

Contract within 30 days of either Party notifying the other of the dispute. Such efforts shall involve the escalation of the dispute to the Executive Director holding the relevant portfolio (or equivalent) of each Party.

26.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.

26.3 Subject to clause 26.2, the Parties shall not institute court proceedings until the procedures set out in clauses 26.1 have been completed.

27. Local Government Ombudsman

27.1 Where any investigation by a Local Government Ombudsman (as appointed by the commission for Local Administration in England) takes place the Consultant shall:

- (a) provide any information requested in the timescale allotted
- (b) attend any meetings as required and permit its personnel to attend
- (c) promptly allow access to an investigation of any documents deemed relevant
- (d) co-operate fully and promptly in every way required during the course of the investigation.

27.2 For the avoidance of doubt, no additional payment to the Consultancy Fee shall be made to the Consultant for performing the requirements set out in Clause 28.1.

AS WITNESS the Parties hereto have signed this contract in duplicate under the hand of a duly authorised officer the day and year first before written

**SCHEDULE 1
SPECIFICATION**

SCHEDULE 2
THE CONSULTANCY FEE

**[SCHEDULE 3 - DATA
PROTECTION CLAUSES TO
BE INSERTED HERE]**