### DATED 2024

**LINCOLNSHIRE COUNTY COUNCIL (1)**

and

### [INSERT NAME OF CONSULTANT] (2)

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**CONSULTANCY APPOINTMENT**

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**Legal Services Lincolnshire**

**Council Offices**

**Newland LN1 1YL**

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**THIS AGREEMENT** is made 2023

### BETWEEN

1. **LINCOLNSHIRE COUNTY COUNCIL** of County Offices, Newland, Lincoln, Lincolnshire, LN1 1YL (the “**Council**”); and

**(2) [NAME OF CONSULTANT]** Company Registration No. **[XXXXXX]** whose registered address is situated at **[INSERT REGISTERED COMPANY ADDRESS]** (the “**Consultant**”)

### WHEREAS

(A) The Council requires the provision of consultancy services regarding Gypsy & Traveller Stopping Places and Allocations – Needs Assessment and Strategy , as further set out in Schedule 1 and Schedule 2 (the “**Services**”).

(B) The Consultant has agreed to provide the Services on the terms and conditions set out in this Agreement.

**IT IS NOW HEREBY AGREED** as follows:

### DEFINITIONS AND INTERPRETATION

* 1. In this Agreement unless the context otherwise requires the following provisions shall have the meanings given to them below:

**Agreement** means this written agreement between the Council and the Consultant consisting of these clauses and the attached schedules.

**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.

**Confidential Information** means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, trade secrets, Intellectual Property Rights and know-how of either Party and all Personal Data and Special Category Data (as defined in the UK GDPR). Confidential Information shall not include information which:-

* + 1. was public knowledge at the time of disclosure (otherwise than by breach of clause 15);
		2. was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
		3. is received from a third party (who lawfully acquired it) without restriction as to its disclosure; or
		4. is independently developed without access to the Confidential Information.

**Consultant** means the person, firm or company with whom the Council enters into the Agreement.

**Contracting Authority** means any contracting authority as defined in Regulation 2 of the Public Contracts Regulations 2015.

**Contract Period** means the period from the Start Date to the Expiry Date or such earlier date of termination or partial termination of this Agreement in accordance with the Law or the provisions of this Agreement.

**Controller** takes the meaning given in the UK GDPR.

**Council’s Procedure Rules** means the rules set out in Part 4 of the Council’s Constitution.

**Crown** means the government of the United Kingdom (including the Northern Ireland Executive Committee and Northern Ireland Departments, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers, government departments, government and particular bodies and government agencies.

**Data Protection Legislation** means (i) the UK GDPR, (ii) the DPA 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.

**Default** means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of this Agreement and in respect of which such Party is liable to the other.

**DPA** means the Data Protection Act 2018.

**Equality and Diversity Policy** means an equality and diversity policy which sets out an organisation's aims and obligations with regards equality in both employment and in service delivery.

**Equality Legislation** means the Equality Act 2010 and such other acts and legislation to ensure, among others, equality of access to goods and services, promotion of good relations between groups in society, the provision of reasonable adjustments for people with disabilities and equality in employment.

**Expiry Date** means [INSERT EXPIRY DATE].

**FOIA** means the Freedom of Information Act 2000 and any subordinate legislation made under this 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.

**Fraud** means any offence under Law creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to this Agreement or defrauding or attempting to defraud or conspiring to defraud the Council.

**Good Industry Practice** means standards, practices, methods and procedures confirming to the Law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under the same or similar circumstances.

**Impact Analysis** means a systemic and evidence based tool required to be undertaken under Equality Legislation used to identify the likely impact of work/services on different groups of people with resultant recommendations/mitigations to be implemented in respect of any identified impacts to groups in society.

**Information** has the meaning given under section 84 of the Freedom of Information Act 2000 and includes Personal Data as defined under Data Protection Legislation.

**Intellectual Property Rights** means any and all patents, trademarks, service marks, logos, copyright, rights in databases, moral rights, rights in a design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto.

**Joint Controllers** means where two or more Controllers jointly determine the purpose and means of processing.

**Law** means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Parties are bound to comply.

**Losses** means all demands, losses, charges, damages, costs and expenses and other liabilities (including, but not limited to, any professional and/or legal costs and disbursements).

**Month** means calendar month.

**Party** means a party to this Agreement.

**Personal Data** takes the meaning given in the UK GDPR.

**Processing** takes the meaning given in the UK GDPR.

**Processor** takes the meaning given in the UK GDPR.

**Prohibited Act** means any of the following acts:-

1. to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:-
	1. induce that person to perform improperly a relevant function or activity; or
	2. reward that person for improper performance of a relevant function or activity
2. 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;
3. committing any offence:-
	1. under the Bribery Act;
	2. under legislation creating offences concerning fraudulent acts;
	3. at common law concerning fraudulent acts relating to this Agreement or any other contract with the Council; or
	4. defrauding, attempting to defraud or conspiring to defraud the Council.

**Request for Information** shall have the meaning set out in FOIA or the Environmental Information Regulations as relevant (where the meaning set out for the term “request” shall apply).

**Services** means the services set out in Schedule 1 (Council's Brief) and Schedule 2 (Consultant's Delivery Proposal).

**Staff** means all persons employed by the Consultant to perform its obligations under this Agreement together with the Consultant’s servants, agents, suppliers and Sub-Consultants used in the performance of its obligations under this Agreement.

**Start Date** means 1ST NOVEMBER 2024.

**Sub-Contract** means any contract or agreement, or proposed contract or agreement between the Consultant and any third party whereby that third party agrees to provide to the Consultant the Services or any part of the Services, or facilities or services necessary for the provision of the Services or any part of the Services, or necessary for the management, direction or control of the Services or any part of the Services.

**Sub-Consultant** means the third parties that enter into a Sub-Contract with the Consultant.

**UK GDPR** means the Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) (United Kingdom General Data Protection Regulation), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (and see section 205(4)).

**VAT** means value added tax in accordance with the provisions of the Value Added Tax Act 1994.

**Working Day** means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

* 1. The interpretation and construction of this Agreement shall be subject to the following provisions:-

(a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;

(b) words importing one gender includes all other genders and those who identify as non-binary;

(c) reference to a clause is a reference to the whole of that clause unless stated otherwise;

(d) reference 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;

(e) reference 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 and their successors and permitted assigns or transferees;

(f) the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”; and

(g) headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction of this Agreement.

(h) Where there is any conflict or inconsistency between the provisions of this Agreement such conflict or inconsistency shall be resolved according to the following order of priority:-

1. the clauses of this Agreement;
2. Schedule 1;
3. Schedule 2.

### COMMENCEMENT AND DURATION

* 1. This Agreement shall commence on the Start Date and shall remain in force for the Contract Period unless terminated earlier in accordance with clause 23.

### SERVICES

* 1. The Consultant shall during the Contract Period provide the Services in accordance with the provisions of this Agreement.
	2. The Consultant shall have reasonable autonomy in relation to determining the method of performance of the Services provided that this provision in no way diminishes the Consultant’s responsibility to perform the Services in accordance with the terms and conditions of this Agreement.
	3. The Consultant shall provide such additional services within its discipline and competence as the Council may reasonably request in writing relating to the Services.
	4. The Consultant shall comply with all reasonable instructions given to it by the Council in writing in connection with this Agreement.
	5. The Consultant shall perform its obligations under this Agreement in accordance with the Law.
	6. The Consultant shall meet the following deadlines in respect of the Services:

|  |  |  |
| --- | --- | --- |
|  | **Milestone**  | **Date** |
| 1 | Completion of Mobilisation (15%) |  |
| 2 | Completion of the Draft Report (50%) |  |
| 3 | Completion of the Report (35%) |  |

### DUTY OF CARE

* 1. The Consultant shall perform all its duties under this Agreement in accordance with Good Industry Practice and to the performance requirements of the Council in accordance with best professional practice having regard to and showing familiarity with the constraints imposed on local authorities in the performance of their statutory duties in relation to the Services taking into account the policy and other requirements of the Council including but not limited to the Council’s Procedure Rules and any codes of practice and standards (national or local) applicable thereto.
	2. No inspection or approval or review on the Council’s part or on its behalf, and no omission to inspect or review or to disapprove shall negate or diminish any duty or liability on the part of the Consultant under or in connection with this Agreement.

### COUNCIL RESPONSIBILITIES

 Unless otherwise specified in this Agreement:-

* 1. The Council shall provide such reasonable and necessary facilities as shall have been agreed with the Consultant to enable the Consultant to provide the Services.
	2. The Council's Principal Planning Policy Officer or such other person or persons nominated in writing by the Council from time to time shall be duly authorised to act in the name of the Council for the purposes of this Agreement or any constituent part thereof.
	3. The person referred to in clause 5.2, shall have the power to issue instructions to the Consultant on any matter relating to the provision of the Services and the Consultant shall comply therewith.

5.4 The Council hereby gives notice to the Consultant in accordance with regulation 20(1) of the Social Security Contributions (Intermediaries) Regulations 2000 that the Council has concluded that the conditions in regulation 13(1)(d) of the said regulations [is/is not] met in this particular instance.

### CONSULTANT’S RESPONSIBILITIES

* 1. The Consultant shall in the provision of the Services comply with all rules, requirements and obligations whether statutory or otherwise applicable to any use by the Consultant of premises occupied by the Council and equipment or materials therein or otherwise generally arising from the provision of the Services.
	2. The Consultant shall as may be necessary or desirable co-operate, liaise with and co-ordinate its activities with those of any other consultant or sub-consultant employed directly or indirectly by the Council and shall provide the Services in harmony with and at no detriment to any other service provided by or on behalf of or to the Council. If the Consultant defaults in complying or fails to comply with this condition then any costs, expenses, liabilities or damages incurred by the Council as a consequence thereof, including the reasonable cost to the Council or the time spent by its officers as a result of the default or failure, may be deducted from any sums due or to become due to the Consultant under this Agreement or shall be recoverable from the Consultant by the Council as a debt.
	3. If the Consultant is unable or fails to provide the Services or any part thereof in accordance with the requirements in clause 4.1, the Council may itself provide or may employ and pay other persons to provide the Services or any part thereof and all costs incurred thereby may be deducted from any sums due or to become due to the Consultant under this Agreement or shall be recoverable from the Consultant by the Council as a debt. The Council’s rights under this condition shall be without prejudice to any other rights or remedies which it may possess.

### THE CONSULTANT REPRESENTATIVE [AND STAFF]

* 1. For the purposes of this Agreement [NAME OF CONSULTANT'S REPRESENTATIVE] shall be the Consultant's representative (“Consultant Representative”) to whom all notices and other information shall be sent. The Consultant may elect an alternative Consultant Representative. The Consultant shall not elect an alternative Consultant Representative without the prior written approval of the Council (such approval not to be unreasonably withheld). Any notice, information, instruction or other communication given to an alternative Consultant Representative shall be deemed to have been given to the Consultant.
	2. The Consultant shall forthwith give notice in writing to the Council's Principal Planning Policy Officer of the identity, address and telephone numbers of any person appointed as the Consultant Representative (if different from the Consultant themselves).
	3. The Consultant shall ensure that they are available to be contacted by the Council's Principal Planning Policy Officer at all times during the Council’s usual Working Day hours at no additional cost to the Council.

[7.4 The Consultant’s Staff employed in and about the provision of the Services shall be properly and sufficiently qualified, competent, skilled and experienced and shall at all times exercise care in the execution of their duties and the Consultant shall ensure that such persons are properly and sufficiently instructed and supervised with regard to the provision of the Services and in particular:-

1. the task or tasks such person has to perform;

(b) all relevant provisions of this Agreement and related functions of the Council;

(c) all relevant policies, rules, procedures and standards of the Council; and

(d) all relevant rules, procedures and statutory requirements concerning health and safety.

7.5 The [INSERT LCC OFFICER JOB TITLE] shall, upon giving notice in writing, have the power to require the Consultant to remove from the provision of the Services any member of Staff of the Consultant specified in such notice including the Consultant Representative. The Consultant shall forthwith remove such member of Staff from the provision of the Services and shall immediately provide a replacement unless the Council determines otherwise. The Council shall in no circumstances be liable either to the Consultant or to such member of Staff in respect of any costs, expense, liability, loss or damage occasioned by such removal and the Consultant shall fully indemnify the Council in respect of any claim made by such member of Staff.

7.6 The Staff shall be vetted through the Disclosure and Baring Service as appropriate.]

### PAYMENT

* 1. The total fee payable under this Agreement (in accordance with clause 8) for the Contract Period shall be [£XXXXXX]. This fee is exclusive of VAT but shall be, subject to the provisions set out in this clause, inclusive of all incidental costs and disbursements and travel costs.
	2. The Consultant shall submit an invoice to the Council in respect of the Services rendered in accordance with the following milestones:

|  |  |  |
| --- | --- | --- |
|  | **Milestone**  | **Fees** |
| 1 | Completion of Mobilisation (15%) | £XXXXX |
| 2 | Completion of the Draft Report (50%) | £XXXXX |
| 3 | Completion of the Report (35%) | £XXXXX |

8.3 Each invoice shall be addressed to Lincolnshire County Council, County Offices, Newland, Lincoln, LN1 1LY and be submitted to as set out in clause 8.6 below.

8.4 Where the Council requires any supporting evidence to accompany an invoice, it must be submitted to the Council's Principal Planning Policy Officer.

8.5 The Council shall pay each invoice within thirty (30) calendar days of receipt of a valid invoice.

8.6 In respect of any invoice, the Consultant shall ensure that each invoice:-

(a) clearly displays a valid purchase order number which number must be obtained from the Council upon request for the provision of Services;

(b) only contains one purchase order number which relates to the Services requested under the relevant purchase order. For the avoidance of doubt, if an invoice contains more than one purchase order number, it shall be rejected;

(c) includes the Consultant's name, address, contact details;

(d) details the Services which the invoice relates to including delivery address;

(e) a unique invoice reference number;

(f) is either electronically typed or handwritten but no invoice shall be accepted which has been electronically typed and manually altered, e.g. manually corrected or updated;

(g) is submitted via e-mail to invoices@lincolnshire.gov.uk in PDF of TIF format without security being applied and is sent as a separate file or is sent by post addressed to Lincolnshire County Council, Serco Lincs Invoices, PO Box 7811, Corby. NN17 9HF; and

(h) which is submitted by e-mail shall only consist of an invoice and no other documentation.

8.7 If the Consultant fails to submit an invoice in accordance with clause 8.6, no payment shall become due until such time as an invoice has been submitted by the Consultant which conforms in all respects with the requirements set out in clause 8.6.

8.8 Where the Consultant enters into a Sub-Contract with a Sub-Consultant for the purposes of performing its obligations under this Agreement, the Consultant shall ensure that a provision is included in such Sub-Contract which requires payment to be made of all sums due by the Consultant to the Sub-Consultant within a specified period not exceeding thirty (30) calendar days from the receipt of a valid invoice and the Consultant shall ensure that the counterparty to that Sub-Contract includes in any sub-contract which it awards provisions having the same effect as the provisions set out in this clause 8.8.

8.9 If at the Council’s request the Consultant undertakes any additional services or any other circumstances beyond the Consultant’s control it is required to undertake significant extra work, then provided that the Consultant notifies the Council in writing before undertaking such work or additional services that the Consultant may require an additional fee, an additional fee will be payable. Such additional fee shall be as agreed between the Parties.

8.10 Notwithstanding sub-clause 8.5 above, the Council reserves the right to withhold payment against any invoice which is not in accordance with this Agreement or which covers or purports to cover the Services which have not been provided in accordance with this Agreement and shall notify the reasons to the Consultant in writing forthwith.

8.11 Payments by the Council to the Consultant shall be made direct to a nominated bank account of the Consultant through the Bankers’ Automated Clearing Services Ltd, except where at any time this is not practicable.

8.12 Interest shall be payable on the late payment of any undisputed sums of money due to either Party under this Agreement such interest to be calculated at the rate of 4% over the Bank of England base rate for the time being, from the final date for payment to and including the date on which such amount is paid or discharged.

8.13 The Council shall in addition to the sums specified in sub-clause 8.1 pay to the Consultant any VAT payable in respect of the performance of the Services under this Agreement.

### OVERPAYMENTS

* 1. Where any payment is made by the Council and it is subsequently established that in the circumstances existing at the relevant time the Council was only liable under the terms of this Agreement to pay the Consultant a lesser sum (or none at all), the Consultant shall repay the amount of the overpayment within five (5) Working Days from receiving notice from the Council of such overpayment.

### RECOVERY OF SUMS DUE

* 1. Wherever under this Agreement any sum of money is recoverable from or payable by the Consultant that sum may be deducted from any sum then due, or which at any later time may become due, to the Consultant under this Agreement or any other contract with the Council.

### CONFLICT OF INTEREST

* 1. The Consultant shall take appropriate steps to ensure that neither the Consultant nor any of its Staff is placed in a position where, in the reasonable opinion of the Council, there is or may be an actual conflict, or a potential conflict, between the pecuniary or any other interests of the Consultant and the duties owed to the Council under the provisions of this Agreement. The Consultant will disclose to the Council full particulars of any such conflict of interest which may arise.
	2. The Council reserves the right to terminate this Agreement immediately by notice in writing and/or to take such other steps it deems necessary where, in the reasonable opinion of the Council, there is or may be an actual conflict, or a potential conflict, between the pecuniary or any other interests of the Consultant and the duties owed to the Council under the provisions of this Agreement. The actions of the Council pursuant to this clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Council.

### INDEMNITY AND INSURANCE

* 1. Neither Party excludes or limits liability to the other Party for:-
1. death or personal injury caused by its negligence; or
2. Fraud; or
3. fraudulent misrepresentation; or
4. any breach of any obligations under this Agreement in relation to UK GDPR and/or DPA.
	1. Subject to clauses 12.3 and 12.4, the Consultant shall indemnify the Council and keep the Council indemnified fully against all Losses and any other liabilities which may arise out of, or in consequence of, the supply, or the late or purported supply, of the Services or the performance or non-performance by the Consultant of its obligations under this Agreement including loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Consultant, all costs related to civil data protection claims or regulatory fines issued by the Information Commissioner's Office or any other loss which is caused directly or indirectly by any act or omission of the Consultant.

12.2A The Consultants total indemnity liability under clause 12.2 shall be limited to £1,000,000.

* 1. The Consultant shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Council or by breach by the Council of its obligations under this Agreement.
	2. The Consultant shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Consultant.
	3. The Consultant shall take out and maintain in force with a reputable insurance office the following insurances:-

(a) public liability insurance with a minimum limit of indemnity of two million pounds (£2,000,000);

1. employer's liability insurance with a minimum limit of indemnity of five million (£5,000,000)
2. professional indemnity insurance of one pounds (£1,000,000); and

(c) any other insurances as may be required by Law.

* 1. The minimum amounts set out in clause 12.5 shall, in each case, apply in respect of any single act or occurrence or a series of acts or occurrences arising from a single event but with no aggregate limit during any one period of cover. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Consultant. Such insurance shall be maintained for the duration of the Contract Period and for a minimum of six (6) years following the expiration or earlier termination of this Agreement.
	2. The Consultant shall give the Council not less than thirty (30) calendar days’ notice in writing of any alteration or cancellation of such insurance cover. If at any time the Consultant fails to take out or maintain insurance as required by this clause the Council may take out such insurance on behalf of the Consultant and recover from the Consultant the cost of doing so.
	3. Subject always to clause 12.1, in no event shall either Party be liable to the other for any:-
		1. loss of profits, business, revenue or goodwill;
		2. loss of savings (whether anticipated or otherwise); and/or
		3. indirect or consequential loss or damage.
	4. The Consultant shall give the Council, on request, copies of all insurance policies referred to in this clause or a broker’s verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
	5. If, for whatever reason, the Consultant fails to give effect to and maintain the insurances required by the provisions of this Agreement the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Consultant.
	6. The provisions of any insurance or the amount of cover shall not relieve the Consultant of any liabilities under this Agreement.
	7. The Parties acknowledge and agree that this Agreement constitutes a contract for the provision of Services and not a contract of employment. The Consultant shall at all times indemnify the Council and keep the Council indemnified in full from and against all claims, proceedings, actions, damages, costs, expenses, liabilities and demands whatsoever and howsoever arising by reason of any circumstances whereby the Council is alleged or determined to have been assumed or imposed with the liability or responsibility for the Staff (or any of them) as an employer of the Staff and/or any liability or responsibility to HM Revenue or Customs as an employer of the Staff whether during the term of this Agreement or arising from termination or expiry of this Agreement.

### OBSERVANCE OF LEGAL REQUIREMENT

* 1. In carrying out the Services and in performing its obligations under this Agreement the Consultant shall comply with all applicable laws and in particular but without limitation:-
1. shall not commit an act of discrimination rendered unlawful by any enactment; and
2. shall comply with all relevant requirements contained in or having effect under any legislation relating to health, safety and welfare.

### DATA PROTECTION

* 1. The Parties do not envisage the Processing of any Personal Data under this Agreement, in the event there is any Processing of Personal Data the Parties shall comply with their respective obligations under Data Protection Legislation.

### CONFIDENTIALITY

* 1. Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each Party shall:-
1. treat the other Party's Confidential Information as confidential and safeguard it accordingly; and
2. not disclose the other Party's Confidential Information to any other person without the owner's prior written consent.
	1. Clause 15.1 shall not apply to the extent that:
3. such disclosure is a requirement of Law placed upon the Party making the disclosure;
4. such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
5. such information was obtained from a third party without obligation of confidentiality;
6. such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
7. it is independently developed without access to the other Party's Confidential Information.
	1. The Consultant may only disclose the Council's Confidential Information to the Staff who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Staff are aware of and shall comply with these obligations as to confidentiality.
	2. The Consultant shall not, and shall procure that its Staff do not use any of the Council's Confidential Information received under this Agreement otherwise than for the purposes of this Agreement.
	3. At the written request of the Council, the Consultant shall ensure any Staff accessing Confidential Information on its behalf signs a confidentiality undertaking prior to commencing any work in accordance with this Agreement.

15.6 Nothing in this Agreement shall prevent the Council from disclosing the Consultant's Confidential Information:-

(a) to any Crown body or any other Contracting Authority. All Crown bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or any Contracting Authority;

(b) to any consultant, contractor or other person engaged by the Council or any person conducting an Office of Government Commerce gateway review;

(c) for the purpose of the examination and certification of the Council's accounts; or

(d) for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council has used its resources.

15.7 The Council shall use all reasonable endeavours to ensure that any government department, Contracting Authority, third party, staff or sub-consultant to whom the Consultant's Confidential Information is disclosed pursuant to clause 15.4 is made aware of the Council's obligations of confidentiality.

15.8 Nothing in this clause 15 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other Party's Confidential Information or an infringement of Intellectual Property Rights.

### FREEDOM OF INFORMATION

16.1 The Consultant acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council to enable the Council to comply with its Information disclosure obligations.

16.2 The Consultant shall and shall procure that any Sub-Consultants shall transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information:-

(a) provide the Council with a copy of all Information in its possession, or power in the form that the Council requires within five (5) Working Days (or such other period as the Council may specify) of the Council's request; and

(b) provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or Regulation 5 of the Environmental Information Regulations.

16.3 The Council shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

16.4 In no event shall the Consultant respond directly to a Request for Information unless expressly authorised to do so by the Council.

16.5 The Consultant acknowledges that (notwithstanding the provisions of clause 15) the Council may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 (**“the Code”**), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Consultant or the Services in certain circumstances:-

1. without consulting the Consultant; or
2. following consultation with the Consultant and having taken their views into account;

provided always that where clause 16.5(a) applies the Council shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Consultant advanced notice, or failing that, to draw the disclosure to the Consultant’s attention after any such disclosure.

16.6 The Consultant shall ensure that all Information is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

### OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

* 1. All documents, including drafts, or other materials of whatsoever nature produced created or generated by or on behalf of the Consultant in the performance of the Services and this Agreement shall be fully owned by the Council and the Council shall have the right to make, disseminate and distribute copies of them as it sees fit.
	2. All Intellectual Property Rights in any documents, including drafts or other materials of whatever nature produced created or generated by or on behalf of the Consultant in the performance of the Services and this Agreement shall vest in the Council.
	3. The Consultant hereby undertakes to execute all such documents and to do all such acts and things as shall be necessary to vest such Intellectual Property Rights in the Council as required by clause 17.2.
	4. The Consultant hereby undertakes to indemnify and keep indemnified the Council from and against any action, claim, demand or proceedings in respect of any allegation that any possession or use by the Council of any documents including drafts or other materials of whatsoever nature produced created or generated by or on behalf of the Consultant in the performance of the Services breaches any third party’s Intellectual Property Rights and against any damages losses costs charges and expenses incurred by the Council in respect thereof or in relation thereto.
	5. Nothing in this Agreement shall transfer to the Consultant any Intellectual Property Rights owned by the Council or any third party in any documents or other materials of whatsoever nature provided to the Consultant by the Council for the purposes of this Agreement or otherwise.

17.6 The Consultant shall waive or procure the waiver of all and any moral rights in any documents, including drafts or other materials of whatsoever nature produced created or generated by or on behalf of the Consultant in the performance of the Services and this Agreement.

**18. STATUTORY OBLIGATIONS AND REGULATIONS**

 **Prevention of Bribery**

18.1 The Consultant:-

(a) shall not (and shall ensure its Staff shall not) in connection with this Agreement 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 Council, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Council before execution of this Agreement.

18.2 The Consultant shall:-

 (a) if requested, provide the Council with any reasonable assistance, at the Council’s reasonable cost, to enable the Council to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act.

 (b) within five (5) Working Days of the Start Date, and annually thereafter, certify to the Council in writing (such certification to be signed by an officer of the Consultant) compliance with this clause 18 by the Consultant and all persons associated with it or other persons who are supplying goods or services in connection with this Agreement. The Consultant shall provide such supporting evidence of compliance as the Council may reasonably request.

18.3 The Consultant shall immediately notify the Council in writing if it becomes aware of or suspects any Default of clause 18.1 or has reason to believe that it has:-

(a) been subject to an investigation or prosecution which relates to an alleged Prohibited Act or Default of clause 18.1;

(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; 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 or breach of clause 18.1.

18.4 If the Consultant notifies the Council that it suspects or knows that there may be a breach of clause 18*,* the Consultant must respond promptly and in any event within ten (10) Working Days to the Council's enquiries, co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation. This obligation shall continue for twelve (12) calendar years following the expiry or termination of this Agreement.

18.5 The Council may:-

1. terminate this Agreement by written notice with immediate effect and recover from the Consultant the amount of any Loss suffered by the Council resulting from the termination including the cost reasonably incurred by the Council of making other arrangements for the supply of the Services and any additional expenditure incurred by the Council throughout the remainder of the Contract Period if the Consultant breaches clause 18; and
2. recover in full from the Consultant any other Losses sustained by the Council in consequence of any Default of clause 18.

18.6 Any notice of termination under clause 18.5 must specify:-

1. the nature of the Prohibited Act;
2. the identity of the party whom the Council believes has committed the Prohibited Act; and

(c) the date on which this Agreement shall terminate.

18.7 Despite clause 32 (Disputes), any dispute relating to:-

1. the interpretation of clause 18; or
2. the amount or value of any gift, consideration or commission

shall be determined by the Council acting reasonably having given due consideration to all relevant factors and its decision shall be final and conclusive.

18.8 Any termination under clause 18.5 shall be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Council.

18.9 In exercising its rights or remedies under clause 18.5, the Council shall act in a reasonable and proportionate manner having regard to such matters as the gravity of the conduct prohibited by clause 18.1 and the identity of the person performing that Prohibited Act/prohibited conduct.

 **Prevention of Corruption**

18.10 The Consultant shall not offer or give, or agree to give, to the Council or any other public body or any person employed by or on behalf of the Council or any other public body any gift or consideration of any kind as an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this Agreement or any other contract with the Council or any other public body, or for showing or refraining from showing favour or disfavour to any person in relation to this Agreement or any such contract.

18.11 The Consultant warrants that it has not paid commission or agreed to pay commission to the Council or any other public body or any person employed by or on behalf of the Council or any other public body in connection with this Agreement.

18.12 If the Consultant, its Staff or anyone acting on the Consultant’s behalf, engages in conduct prohibited by clauses 18.10 or 18.11, the Council may:-

(a) terminate the Agreement and recover from the Consultant the amount of any loss suffered by the Council resulting from the termination, including the cost reasonably incurred by the Council of making other arrangements for the supply of the Services and any additional expenditure incurred by the Council throughout the remainder of the Contract Period; or

(b) recover in full from the Consultant any other loss sustained by the Council in consequence of any breach of those clauses.

 **Anti-Discrimination**

18.13 The Consultant shall not unlawfully discriminate within the meaning and scope of Equality Legislation or other any law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.

18.14 The Consultant shall have in place throughout the Contract Period an Equality and Diversity Policy in relation to its obligations under clause 18.13. In establishing and implementing such a policy, the Consultant shall have regard to the Council's own equal opportunities policy.

18.15 The Consultant shall notify the Council forthwith in writing as soon as it becomes aware of any investigation of or proceedings brought against it under Equality Legislation or other any Law.

18.16 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with any matter relating to the Consultant’s performance of this Agreement being in contravention of Equality Legislation or other any law, enactment, order or regulation relating to discrimination, the Consultant shall:-

1. free of charge provide any information requested in the timescale allotted;
2. attend any meetings as required;
3. promptly allow access to and investigation of any documents or data deemed to be relevant;
4. allow the Consultant to appear as witness in any ensuing proceedings; and
5. co-operate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.

18.17 Where any investigation is conducted or proceedings are brought under Equality Legislation or other any Law relating to discrimination which arise directly or indirectly out of any act or omission of the Consultant or its Staff, and where there is a finding against the Consultant in such investigation or proceedings, the Consultant shall indemnify the Council with respect to all costs, charges and expenses (including legal and administrative expenses) arising out of or in connection with any such investigation or proceedings and such other financial redress to cover any payment the Council may have been ordered or required to pay to a third party.

18.18 The Consultant must where relevant ensure that all written information produced or used in connection with this Agreement is as accessible as possible to people with disabilities and to people whose level of literacy in English is limited.

18.19 The Consultant acknowledges that the Council may carry out an Impact Analysis as defined under the Equality Act 2010 in respect of any aspect of the provision of the Services and the Consultant shall provide all necessary assistance and information to the Council as may be required in relation to the performance of an Impact Analysis by the Council. The Consultant shall implement any changes or adjustments that are required as a result of, or in connection with the outcome of the Impact Analysis undertaken by the Council.

### 19. BEST VALUE

19.1 The Consultant shall provide to the Council all such assistance, information and documentation as the Council shall reasonably require for the purpose of compliance with its obligations of Best Value under the Local Government Act 1999.

19.2 For the purposes of clause 19, “Best Value” means arrangements to secure continuous improvement in the way the Council’s functions are exercised having regard to a combination of economy, efficiency and effectiveness.

### 20. PUBLICITY

20.1 The Consultant shall not, without the prior written consent of the Council, advertise or publicly announce that it is undertaking the Services.

20.2 The Council shall not, without the prior written consent of the Consultant, advertise or publicly announce that the Consultant is undertaking the Services.

### 21. AMENDMENT

21.1 No amendment shall be made to this Agreement except with the written agreement of both Parties.

### 22. FORCE MAJEURE

22.1 Neither Party shall be liable for failure to perform its obligations under this Agreement if such failure results from circumstances beyond the Party's reasonable control including but not limited to industrial action, a pandemic, fire, flood, riot, war, Act of God, lightning, aircraft impact, explosion, civil commotion, malicious damage, storm, tempest, earthquake, legal enactment or governmental or other regulation. Notwithstanding the foregoing each Party shall use all reasonable endeavours to continue to perform its obligations under this Agreement for the duration of such Force Majeure and to ensure that any failure is kept to a minimum.

22.2 Any act, event, omission, happening or non-happening shall only be considered as force majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected Party, its agents or employees.

22.3 If either Party shall become aware of circumstances identified in clause 22.1 above which give rise to or which are likely to give rise to any failure or delay on its part, it shall forthwith notify the other Party by the most expeditious method then available and shall inform the other of the period it is estimated that such failure or delay shall continue.

22.4 Where as a result of any event beyond the reasonable control of a Party as described in this clause 22 and this Agreement has not been performed for a period exceeding three (3) Months or it appears impossible or unlikely that the whole or a substantial part of this Agreement shall be capable of performance for a period exceeding three (3) Months, then the non-defaulting Party may elect to terminate this Agreement upon two weeks’ written notice without any liability on that Party.

### 23. TERMINATION

23.1 The Council may terminate this Agreement without cause on the giving of reasonable written notice. The Council shall pay for work carried out prior to the date of termination but shall otherwise not be liable for any loss or damage whatsoever arising from such termination.

23.2 Where the Council terminates this Agreement under clause 23.3 (a) and then makes other arrangements for the supply of the Services, the Council may recover from the Consultant the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Council throughout the remainder of the Contract Period. The Council shall take all reasonable steps to mitigate such additional expenditure.

23.3 The Council may terminate this Agreement forthwith on written notice if:-

(a) the Consultant is in breach of its obligations under this Agreement and if:-

1. the Consultant has failed to remedy the breach within fourteen (14) days of notice from the Council specifying the breach and requiring its remedy; or

(ii) the breach is not in the opinion of the Council capable of remedy; or

1. the breach is a material breach of this Agreement.

(b) in respect of the Consultant where applicable:-

1. they cease trading; or
2. a proposal is made for a voluntary arrangement within Part I of the Insolvency Act 1986 or of any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or
3. a shareholders’ meeting is convened for the purpose of considering a resolution that it be wound up or a resolution for its winding-up is passed (other than as part of, and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or
4. a petition is presented for its winding up (which is not dismissed within fourteen (14 )days of its service) or an application is made for the appointment of a provisional liquidator or a creditors’ meeting is convened pursuant to section 98 of the Insolvency Act 1986; or
5. a receiver, administrative receiver or similar officer is appointed over the whole or any part of its business or assets; or
6. an application order is made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
7. it is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986.
8. (an application for an interim order is made pursuant to sections

 252-253 of the Insolvency Act 1986 or a proposal is made for any composition scheme or arrangement with, or assignment for the benefit of, the Consultant’s creditors; or

1. a petition is presented and not dismissed within fourteen (14) days or order made for the Consultant’s bankruptcy; or
2. a receiver, or similar officer is appointed over the whole or any part of the Consultant’s assets or a person becomes entitled to appoint a receiver, or similar officer over the whole or any part of the Consultant's assets; or
3. the Consultant is unable to pay his debts or has no reasonable prospect of doing so, in either case within the meaning of section 268 of the Insolvency Act 1986; or
4. a creditor or encumbrance 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 the Consultant’s assets and such attachment or process is not discharged within fourteen (14) days; or
5. the Consultant dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
6. he suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.

23.4 The Consultant shall notify the Council immediately if the Consultant undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988 (**“Change of Control”**). The Council may terminate this Agreement by notice in writing with immediate effect upon:-

(a) being notified that a Change of Control has occurred; or

(b) where no notification has been made, the date that the Council becomes aware of the Change of Control,

 but shall not be permitted to terminate where written consent was granted by the Council prior to the Change of Control.

23.5 Where this Agreement is terminated under 23.3(a), no further payments shall be payable by the Council to the Consultant (for Services supplied by the Consultant prior to termination and in accordance with this Agreement but where the payment has yet to be made by the Council), until the Council has established the final cost of making other arrangements for the continued delivery of the Services. The Council shall have no further liability to the Consultant for early termination of the Agreement in accordance with clause 23.3(a).

### 24. OBLIGATIONS ON EXPIRY OR TERMINATION

24.1 On expiry or termination of this Agreement for any reason the Consultant shall:-

(a) use its reasonable endeavours to achieve an efficient and prompt handover of the Services to the Council or any third party nominated by the Council; and

(b) promptly hand over to the Council or any third party nominated by the Council all documents, including drafts or other data records or materials of whatsoever nature provided by the Council or generated by the Consultant in the course of the performance of the Services and its obligations under this Agreement.

### 25. ENVIRONMENTAL REQUIREMENTS

25.1 The Consultant shall perform its obligations under this Agreement in accordance with the Council’s environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

### HEALTH AND SAFETY

* 1. The Consultant shall promptly notify the Council of any health and safety hazards which may arise in connection with the performance of its obligations under this Agreement.

25.2 While on Council premises, the Consultant shall comply with any health and safety measures implemented by the Council in respect of Staff and other persons working there.

25.3 The Consultant shall notify the Council immediately in the event of any incident occurring in the performance of its obligations under this Agreement on the Council's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

25.4 The Consultant shall 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, which may apply to Staff and other persons working on premises in the performance of its obligations under this Agreement.

### STATUS

* 1. The Consultant shall at all times act as principal and not as the agent for the Council. Accordingly, the Consultant shall refrain from saying or doing anything that might lead any other person reasonably to believe that the Consultant is acting as the agent of the Council.
	2. Nothing in this Agreement shall create or be taken to have created a relationship of partnership or of employer/employee between the Parties.

### ASSIGNMENT AND SUB-CONTRACTING

* 1. The Consultant shall not assign mortgage charge or otherwise dispose of any of its rights under this Agreement and shall not sub-contract or otherwise delegate or dispose of any of its obligations hereunder without the prior written consent of

 the Council.

* 1. No sub-contracting by the Consultant of the whole or any part of this Agreement shall relieve the Consultant of any of its obligations or liability hereunder and the Consultant shall be liable and responsible for the acts of its Sub-Consultants as if they were the acts of the Consultant.

### WAIVER

* 1. No waiver of any term provision or condition of this Agreement shall be effective unless made in writing and signed by a nominated representative of the waiving

 Party and no omission or delay on the part of either Party in exercising any right

 power or privilege under this Agreement shall operate as a waiver of it or of any right to exercise it in the future or to exercise any of its other rights powers or privileges under this Agreement.

### CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

30.1 A person who is not a Party to this Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of both Parties.

### NOTICES

31.1 Any notice to be served on either Party by the other under this Agreement shall be sent by prepaid recorded delivery or registered post to the address of the relevant Party shown at the head of this Agreement or by electronic mail (provided that a confirmatory copy is at the same time despatched by recorded post) prior to 4.00 pm on any weekday except for Christmas Day, Good Friday and any statutory bank holiday in England. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given two (2) Working Days after the day on which the letter was posted, or four (4) hours, in the case of electronic mail or sooner where the other Party acknowledges receipt of such letters or item of electronic mail.

31.2 Each of the Parties shall give notice to the other of the change of any address or electronic mail address at the earliest possible opportunity but in any event within forty eight (48) hours of such change.

### DISPUTE RESOLUTION

32.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with this Agreement within twenty (20) Working Days of either Party notifying the other of the dispute.

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

32.3 If the dispute cannot be resolved by the Parties pursuant to clause 32.1 the dispute shall be referred to mediation pursuant to the procedure set out in clause 32.5.

32.4 The performance of this Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation and the Consultant (or its Staff) shall comply fully with the requirements of this Agreement at all times.

32.5 The procedure for mediation and consequential provisions relating to mediation are as follows:-

(a) a neutral adviser or mediator (the “**Mediator**”) shall be chosen by agreement between the Parties or, if they are unable to agree upon a Mediator within ten (10) Working Days after a request by one Party to the other or if the Mediator agreed upon is unable or unwilling to act, either Party shall within five (5) Working Days from the date of the proposal to appoint a Mediator or within five (5) Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution (“**CEDR**”) or other reputable mediation body to appoint a Mediator.

(b) The Parties shall within ten (10) Working Days of the appointment of the Mediator meet with him in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the Parties may at any stage seek assistance from CEDR or other reputable mediation body to provide guidance on a suitable procedure.

(c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.

(d) If the Parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the Parties once it is signed by their duly authorised representatives.

(e) Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to this Agreement without the prior written consent of both Parties.

(f) If the Parties fail to reach agreement in the structured negotiations within twenty (20) Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the Courts.

### GENERAL

* 1. The Consultant is free to enter into other contracts for services with other parties, during the duration of this Agreement.

### SEVERABILITY

* 1. If any provision of this Agreement shall be prohibited or adjudged by any Court to be unlawful, void or unenforceable, such provision shall, to the extent required, be severed from this Agreement and rendered ineffective as far as possible without modifying the remaining provisions of this Agreement and shall not in any way affect the validity or enforceability of the remaining provisions of this Agreement.

### SURVIVAL

* 1. Any clause contained in this Agreement that by its context is intended to survive termination shall survive termination of this Agreement.

### ENTIRE AGREEMENT

* 1. This Agreement (including the Schedules) supersedes all prior writings, negotiations or understandings in respect hereof and the Consultant hereby agrees that in entering into this Agreement it has not relied on any representations or undertakings given by or on behalf of the Council save as set out in this Agreement.

### APPLICABLE LAW

* 1. This Agreement shall be governed by and construed in accordance with English law and subject to the exclusive jurisdiction of the English Court.

### COUNTERPARTS

* 1. This Agreement may be executed in any number of counterparts provided that it shall not become effective until each Party has executed a counterpart and exchanged it with the other.

**IN WITNESS OF** the hands of the Parties or their duly authorised representatives

|  |  |
| --- | --- |
| Signed for and on behalf of**LINCOLNSHIRE COUNTY COUNCIL**acting by  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Authorised Officer Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name |
|  Signed for and on behalf of**[INSERT NAME OF CONSULTANT]**by  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Director Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name |
|  OR |  |
| Signed for and on behalf of**[INSERT NAME OF CONSULTANT]**by  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Trustee Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name |
| OR |  |
| Signed by**[INSERT NAME OF CONSULTANT] TRADING AS [INSERT BUSINESS NAME]** | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name |
| OR |  |
| **Signed by** **[INSERT NAME OF CONSULTANT]**  | \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Print Name |

**SCHEDULE 1**

**COUNCIL'S BRIEF**

[TO BE INSERTED UPON TENDER AWARD – AS PER RFQ DOCUMENT]

### SCHEDULE 2

**CONSULTANT'S DELIVERY PROPOSAL**

[TO BE INSERTED UPON TENDER AWARD]