**DATED                           2023**

**(1) HOMES AND COMMUNITIES AGENCY (trading as HOMES ENGLAND)**

**and**

**(2) SPORTS PLANNING CONULTANTS LTD**

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| **CONSULTANCY SERVICES AGREEMENT** |

**THIS AGREEMENT** is made on 2023

**BETWEEN:-**

1. **HOMES AND COMMUNITIES AGENCY** (trading as Homes England) having its principal places of business at One Friargate, Coventry, CV1 2GN (“**Homes England**”); and
2. SPORTS PLANNING CONUSLTANTS LTD (Company Number 14184230) whose registered address is at 20 Brook Road, Lymm, Cheshire, WA13 9AH (the **"Consultant**")

**WHEREAS:-**

1. Homes England requires the Consultant to provide and the Consultant has agreed to provide consultancy services relating to a golf needs assessment West of Ifield Crawley.
2. In reliance on the Consultant's skill, knowledge and expertise in management consultancy in sports activities Homes England wishes to engage the Consultant to provide the Consultancy Services upon the terms set out below.

**IT IS AGREED** as follows:-

1. Interpretation
   1. In this Agreement, unless the context otherwise requires:-

|  |  |
| --- | --- |
| "**Approved Sub-contractors**" | means those sub-contractors approved by Homes England pursuant to Clause 9; |
| "**Confidential Information**" | means information which is not in the public domain and which incorporates information as to Homes England's commercial or strategic planning, intentions, modus operandi, finances, all information disclosed by Homes England to the Consultant or which the Consultant receives from any third party at the election of, or for the benefit of, Homes England together with all data, proposals, projects, plans, specifications which are created by the Consultant in the course of the Consultant's performance of the Agreement or at the direction of Homes England and the Documents; |
| "**Commencement Date**" | 17 April 2024; |
| "**Consultancy Services**" | means the services to be provided by the Consultant to Homes England hereunder as more specifically set out in Schedule 2; |
| **“Consultant Personnel”** | means all employees, agents, consultants and contractors of the Consultant and/or of any Sub-contractors; |
| **"Data Subject"** | shall have the same meaning as set out in Data Protection Legislation; |
| "**Documents**" | means all records, reports, studies, documents, papers, correspondence, specifications and other materials whatsoever and in any media originated by or for the Consultant in providing the Consultancy Services including the Reports; |
| **“Data Protection Legislation”** | 1. means (i) the UKGDPR, the Law Enforcement Directive (Directive (EU) 2016/680) and any national implementing Law, as amended or updated from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy and any successor legislation to the GDPR and (iii) all applicable Law relating to the processing of personal data and privacy. |
| **“EIR”** | means the Environmental Information Regulations 2004, 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 in relation to such legislation; |
| **“EIR Exception”** | means any applicable exception to EIR; |
| "**Exempted Information**" | means any Information that is designated as falling  or potentially falling within the FOIA Exemptions or  the EIR Exceptions; |
| "**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 in relation to such legislation; |
| **“FOIA Exemption”** | means any applicable exemption to FOIA; |
| **"Homes England Data"** | means:-  (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:  (i) supplied to the Consultant by or on behalf of Homes England; or  (ii) which the Consultant is required to generate, process, store or transmit pursuant to this Agreement;  or  (b) any Personal Data for which Homes England is the Data Controller; |
| **“Individual”** | Neil Allen and Carolyn Wilkinson |
| **“Information”** | means:  (i) in relation to FOIA, has the meaning given under section 84 of the FOIA; and  (ii) in relation to EIR, has the meaning given under the definition of “environmental information” in section 2 of EIR; |
| "**Intellectual Property**" | means any and all:-   1. patents, trade marks, service marks, domain names, registered designs, utility models, applications for and the right to make applications for any such rights, inventions, know how, Confidential Information, unregistered trade marks and service marks, trade and business names, including rights in any get-up or trade dress, copyrights, (including rights in computer software or databases) unregistered design rights and other rights in designs and rights in databases; 2. rights under licences, consents, orders, statutes or otherwise in respect of any rights of the nature specified in paragraph (a) above; and 3. rights of the same or similar effect or nature as or to those in paragraphs (a) and (b) above;   in each case in any jurisdiction; |
| **“Law”** | means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body; |
| **“Modern Slavery Policy”** | means Homes England’s modern slavery policy displayed on the Homes England web site as updated and amended from time to time |
| "**Nominated Consultant Representatives**" | means (subject to Clause 3.7) those persons set out in Schedule 1 Part I of this Agreement or any of them; |
| "**Nominated Homes England Representatives**" | means (subject to Clause 3.8) those persons set out in Schedule 1 Part II or any of them; |
| **“Party”** | means the parties to this Agreement; |
| "**Personal Data**" | has the meaning ascribed to the term in the Data Protection Legislation ; |
| "**Process/Processed/Processing**" | has the meaning ascribed to the term in the Data Protection Legislation ; |
| **“Regulatory Body”** | means those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Agreement or any other affairs of Homes England and "Regulatory Body" shall be construed accordingly; |
| "**Reports**" | means the Reports produced by the Consultant in the provision of the Consultancy Services as specified in the Timetable; |
| **“Request for Information/RFI”** | shall have the meaning set out in FOIA or any request for information under EIR. A RFI may include matters relating to, arising out of or under this Agreement. |
| **“Substitute”** | means a substitute appointed for the Individual pursuant to this Agreement |
| "**Timetable**" | means the timetable for the provision of the Consultancy Services set out in Schedule 2. |
| **"Working Day"** | means any day other than a Saturday, Sunday or public holiday in England and Wales. |

* 1. In this Agreement, unless the context otherwise requires, reference to:-
     1. a clause or schedule is a reference to a clause of or schedule to this Agreement;
     2. a document "in the agreed form" is a reference to a document in the form approved and, for the purposes of identification only, signed by or on behalf of the parties hereto;
     3. the singular includes the plural and vice versa and reference to any gender includes the other genders;
     4. a statutory provision includes a reference to that provision as modified, replaced, amended, re-enacted, reinstated or extended from time to time (whether before or after the date of this Agreement) and any prior or subsequent subordinate legislation made under it;
     5. a person includes an individual, partnership, unincorporated association or body corporate wherever incorporated or situated and, in the case of an individual, that person's legal personal representatives.
  2. The Schedules form part of this Agreement and shall be interpreted and construed as though set out in the main body of this Agreement.
  3. The headings to the clauses and to the Schedules in this Agreement are for convenience only and they shall not affect the interpretation or construction of this Agreement.

1. Term

This Agreement shall commence on the Commencement Date and shall continue in force until 16 April 2024 unless terminated earlier by either party in accordance with Clause 15 or until the Consultancy Fee been reached if earlier (the "**Term**").

1. Consultancy services
   1. The Consultant agrees to provide the Consultancy Services and Homes England agrees to accept the Consultancy Services subject to the terms and conditions of this Agreement. Homes England agrees to engage the Consultant and the Consultant Company agrees to make available to Homes England the Individual to provide the Services on the terms of this agreement.
   2. The Consultant shall during the Term provide the Consultancy Services [and procure that the Individual provides the Consultancy Services] to Homes England in accordance with the requirements set out in Schedule 2 including the Timetable and production of the Reports set out in Schedule 2.
   3. The Consultant shall in its performance of the Consultancy Services have and use reasonable care, skill, diligence and expertise and shall use all lawful and reasonable endeavours to promote the best interests of Homes England.
   4. Throughout the Term Homes England shall afford the Consultant such access to Homes England’s premises and such other technical information, documents, records and other material as the Consultant may reasonably require to provide the Consultancy Services.
   5. The Consultant shall ensure its employees and anyone for whom it is vicariously liable comply with all fire, Health & Safety and security guidelines when on Homes England’s property.
   6. The Consultant shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or relating to discrimination in employment in its performance of the Consultancy Services and shall take all reasonable steps to secure the its employees or agents of the Consultant, and all Approved Sub-Contractors employed to perform the Consultancy Services or any part thereof do not do so.

* 1. The Consultant shall notify Homes England in the event that any Nominated Consultant Representative ceases to be employed by the Consultant (or ceases to be employed by the Consultant in connection with the Consultancy Services). The Consultant may on giving 5 working days’ notice in writing to Homes England change its Nominated Consultant Representatives.
  2. Homes England may on giving 5 working days' notice in writing to the Consultant change its Nominated Home England Representatives.
  3. Time shall be of the essence in relation to the performance by the Consultant of the Consultancy Services provided that Homes England agrees that it may on the reasonable request of the Consultant from time to time extend period(s)or date(s) included in the Timetable by written notice to the Consultant whereupon time shall again be of the essence in relation to the revised Timetable.
  4. The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the FOIA, and notwithstanding any other term of this Agreement, the Consultant hereby consents for Homes England to publish the Agreement to the general public in its entirety (but with any information, which is exempt from disclosure in accordance with the provisions of the FOIA, redacted), including from time to time agreed changes to the contract.
  5. Homes England shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA either:
     1. following consultation with the Consultant and having taken (or not taken, as the case may be) its views into account; or
     2. without consulting the Consultant.
  6. The Consultant shall assist and cooperate with Homes England to enable Homes England to publish this Agreement.
  7. The Consultant may in its discretion provide a Substitute for the Individual, provided that any Substitute is suitably qualified and has the necessary skills to carry out the Consultancy Services. Homes England shall in no circumstances be obliged to pay the Substitute, whose remuneration shall be the sole responsibility of the Consultant.
  8. Homes England shall not be required to pay the Consultancy Fee for any work undertaken by the Company that falls below the standard that Homes England is entitled to expect from its consultants in accordance with clause 3.3 above. The Company shall put right, in its own time and at its own cost, any work undertaken that is rejected by Homes England on this basis.

1. Intellectual Property Rights
   1. The Consultant shall during the Term disclose full details in writing to Homes England of the conception, origination, making or development of any Intellectual Property by the Consultant in carrying out the Consultancy Services.
   2. The Consultant agrees, warrants and represents that all Intellectual Property conceived, originated, made or developed by the Consultant or its employees in carrying out the Consultancy Services shall be vested in Homes England and Homes England shall be the sole legal and beneficial owner of the entire right, title and interest in and to any such Intellectual Property without any third party claims, liens, charges or encumbrances of any kind. To the extent such Intellectual Property is not automatically vested in Homes England, the Consultant hereby assigns such Intellectual Property to Homes England. The Consultant shall execute all such further documents as Homes England may require formally to confirm the assignment of such Intellectual Property to Homes England pursuant to this Agreement.
   3. The Consultant hereby waives all its moral rights in any works created or developed pursuant to this Agreement.
   4. The Consultant warrants and represents that it is free of any duties or obligations to third parties which might conflict with the terms of this Agreement and that Homes England’s use or reproduction of any Documents produced by the Consultant in providing the Consultancy Services does not infringe the Intellectual Property rights of any third party.
   5. The Consultant hereby agrees that all legal and beneficial interest in the Documents and the Reports (including the media upon which they are recorded) and all Intellectual Property therein created by the Consultant or its employees in performance of the Consultancy Services shall vest in Homes England and that the Consultant will not do anything to damage or endanger any Intellectual Property or Reports or Documents created pursuant to this Agreement.
   6. On completion of the Consultancy Services, Homes England may if it so wishes publish the Reports or any part thereof in print or electronically and will acknowledge its authorship by the Consultant.
   7. The Consultant agrees to indemnify Homes England against any and all liability loss damage costs and expenses (including legal fees) which Homes England may incur or suffer as a result of any breach by the Consultant of the warranties and representations set out in Sub-clause 4.2 or 4.3 or in the event that any of the Intellectual Property assigned to Homes England by this Clause 4 are found to be invalid or impaired in any way or in the event of any claim by any third party that the exercise of the rights assigned by this Clause 4 infringes the rights of such third party.
   8. Except where it is necessary in connection with the provision of the Consultancy Services by the Consultant the Consultant shall not, without the prior written consent of Homes England, reproduce any of the Documents or other materials produced in providing the Consultancy Services or do any other act in respect of such Documents or materials which is restricted by Homes England’s Intellectual Property rights therein.
   9. The Consultant warrants and represents that it has required any persons who may provide any of the Consultancy Services to confirm that all and any Intellectual Property arising from its carrying out of such Consultancy Services shall be vested in Homes England and to sign any documents required to confirm this; and to waive all and any moral rights which it may have in any Documents or other materials produced pursuant to the Consultancy Services.
2. CONFIDENTIALITY
   1. Each Party recognises that under this Agreement it may receive Confidential Information belonging to the other.
   2. Each Party agrees to treat all Confidential Information belonging to the other as confidential and not to disclose such Confidential Information or any other confidential information relating to Homes England or the Consultancy Services arising or coming to its attention in the course of providing the Consultancy Services to Homes England to any third party without the prior written consent of the other Party and agrees not to use such Confidential Information for any purpose other than that for which it is supplied under this Agreement.
   3. The obligations of confidence referred to in Clause 5.2 shall not apply to any Confidential Information which:
      1. is in, or which comes into, the public domain otherwise than by reason of a breach of this Agreement or of any other duty of confidentiality relating to that information; or
      2. is obtained from a third party without that third party being under an obligation (express or implied) to keep the information confidential; or
      3. is lawfully in the possession of the other Party before the date of this Agreement and in respect of which that Party is not under an existing obligation of confidentiality; or
      4. is independently developed without access to the Confidential Information of the other Party.
   4. Each Party will be permitted to disclose Confidential Information to the extent that it is required to do so:
      1. to enable the disclosing party to perform its obligations under this Agreement; or
      2. by any applicable law or by a court, arbitral or administrative tribunal in the course of proceedings before it including without limitation any requirement for disclosure under FOIA, EIR or the Code of Practice on Access to Government Information and the Consultantacknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and Homes England may nevertheless be obliged to disclose such confidential information; or
      3. by any Regulatory Body (including any investment exchange) acting in the course of proceedings before it or acting in the course of its duties; or
      4. in order to give proper instructions to any professional adviser of that Party who also has an obligation to keep any such Confidential Information confidential.
   5. The Consultant shall ensure that all Confidential Information obtained from Homes England under or in connection with this Agreement:-
      1. is given only to such of its employees, professional advisors or consultants engaged to advise it in connection with this Agreement as is strictly necessary for the performance of this Agreement and only to the extent necessary for the performance of this Agreement;
      2. is treated as confidential and not disclosed (without Homes England’s prior written approval) or used by any such staff or professional advisors or consultants otherwise than for the purposes of this Agreement;
      3. where it is considered necessary in the opinion of Homes England the Consultant shall ensure that such staff, professional advisors or consultants sign a confidentiality undertaking before commencing work in connection with this Agreement.
   6. Nothing in this Clause 5 shall prevent Homes England:-
      1. disclosing any Confidential Information for the purpose of:-
         1. the examination and certification of Homes England’s accounts; or
         2. any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which Homes England has used its resources; or
      2. disclosing any Confidential Information obtained from the Consultant:-
         1. to any other department, office or agency of the Crown; or
         2. to any person engaged in providing any services to Homes England for any purpose relating to or ancillary to this Agreement or any person conducting an Office of Government Commerce gateway review;
   7. In disclosing information under Clause 5.6.2 (a) or (b) Homes England shall disclose only the information which is necessary for the purpose concerned and shall require that the information is treated in confidence and that a confidentiality undertaking is given where appropriate.
   8. Nothing in this Clause 5 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property rights.
3. Consultancy Fees and Expenses
   1. Homes England shall pay to the Consultant fees as set out in Schedule 3 (the "**Consultancy Fee**") for providing the Consultancy Services in accordance with the terms of this Agreement. The Consultancy Fee shall be paid within 30 days of presentation of the Consultant's fee note to Homes England which shall not be presented until the Consultancy Services have been completed in accordance with this Agreement. Any VAT chargeable will be deducted by the Consultant and separately identified.
   2. Homes England shall pay the Consultant the agreed reasonable expenses incurred by the Consultant in providing the Consultancy Services as specified in Schedule 4 and agreed in advance by Homes England within 30 days of delivery of a fee note from the Consultant setting out the agreed expenses. Any VAT chargeable on any item of expenses should be deducted by the Consultant and separately identified. All items of expenses must be supported by receipts.
4. Corrupt Gifts/Payment of Commission/Actions Against Consultant
   1. The Consultant shall not give any gift or consideration whatsoever in an inducement or reward to any employee or agent of Homes England or the Ministry of Housing, Communities and Local Government.
   2. The Consultant agrees that it shall notify Homes England of any civil or criminal action (other than a Road Traffic Act offence) taken against the Consultant, the Individual or any Substitute or if a criminal action (other than a Road Traffic Act offence) is taken against any of the Nominated Consultant Representatives.
   3. Homes England may terminate this Agreement with immediate effect where the Consultant the Individual or any Substitute commits such an offence as is specified in Clause 7.1 or is subject to such an actions as is specified in Clause 7.2 where in the opinion of Homes England the relevant action might materially or adversely affect the suitability of the Consultant to be associated with the provision of the Consultancy Services to Homes England or the ability of the Consultant to perform its obligations under this Agreement.
5. Insurance

The Consultant shall at its own cost:-

* 1. maintain a comprehensive policy of insurance to cover the liability of the Consultant in respect of any act or default for which it may become liable to indemnify Homes England under the terms and conditions of this Agreement; and
  2. arrange that the minimum cover of that policy is as stated in Schedule 5 of this Agreement.

1. Sub-Contractors
   1. Before appointing any sub-contractor to assist in the provision of the Consultancy Services to be provided by the Consultant under this Agreement, or any part thereof, the Consultant shall obtain and submit to Homes England’s Nominated Officer for the prior written approval of Homes England details of the Approved Sub-contractors.
   2. Any sub-contracts entered into must be in writing and in a form prescribed by or otherwise approved in advance by Homes England. All such contracts should, so far as practicable and appropriate, be in a form similar to the form of this Agreement and any sub-contractor appointed thereunder will, in the event that Homes England so elects, be required to enter into a direct contractual relationship with Homes England in a form required by Homes England and to owe it a duty of care. The Consultant shall ensure that any Intellectual Property designed, created, developed or made by any sub-contractor shall vest in and belong to Homes England.
   3. Save as otherwise agreed in Schedule 3, fees payable under sub-contracts shall be paid by the Consultant and provided for in the fee note to be submitted to Homes England in accordance with the provisions of Clause 6.
   4. Any sub-contracts entered into shall impose anti-slavery and human trafficking obligations on all subcontractors and suppliers that are at least as onerous as those set out in clause 12.1 and clause 14.1.4 and shall require that each of its Approved Subcontractors and suppliers comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015
   5. In relation to any sub-contracting pursuant to this Clause 9:
      1. the Consultant shall be responsible to Homes England in law or otherwise for all such sub-contracted work and such sub-contracting shall not modify, diminish, reduce or in any other way affect the liability and/or obligations of the Consultant under this Agreement and/or at law or otherwise;
      2. the Consultant's Fees shall not be increased by any amounts payable by the Consultant to its sub-contractors;
      3. the Consultant shall be liable to Homes England for the tortious acts and omissions of the person performing any sub-contracted work; and
      4. the Consultant shall procure appropriate warranties from the person performing any sub-contracted work (in a form required by Homes England).
2. Data Protection
   1. For the purposes of this Clause the following words and expressions shall have the following meaning:

"**Data Controller**" "**Data Processor**", "**Data Subject**", "**Personal Data**", “**Personal Data Breach**”, “**Data Protection Officer**” and "**Process**" shall have the meanings ascribed to them in the Data Protection Legislation as amended or re-enacted from time to time.

**Data Loss Event** means any event that results, or may result, in unauthorised access to Personal Data held by the Data Controller under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach

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

Data Protection Legislation means (i) unless and until the General Data Protection Regulation (EU) 2016/679) (the **GDPR**) is no longer directly applicable in the UK, the GDPR, the Law Enforcement Directive (*Directive (EU) 2016/680*) and any national implementing Law, as amended or updated from time to time (ii) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy and any successor legislation to the GDPR and (iii) all applicable Law relating to the processing of personal data and privacy;

1. **Data Subject Request** means a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
2. **Joint Controllers** means where two or more Controllers jointly determine the purposes and means of processing;

**Law** means any applicable law, statute, bye-law, regulation, order, regulatory policy, guidance or industry code, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation or notice of any Regulatory Body;

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

**Sub-processor** means any third Party appointed to process Personal Data on behalf of the Consultant related to this Contract.

* 1. This Clause 10 applies where the Consultant is Processing Personal Data on behalf of Homes England and shall be of no effect where the Consultant is acting as a Data Controller (including as Joint Controllers) under Data Protection Legislation, and for the avoidance of doubt nothing in this Clause 10 shall operate so as to prevent or prohibit the Consultant in complying with its own obligations as a Data Controller under the Data Protection Legislation to the extent such obligations arise in respect of the Personal Data, the parties hereby acknowledging that in their respective roles as Data Controllers, each party is independently required to comply with any lawful request to exercise a data subject right under the Data Protection Legislation.

The parties agree that the Consultancy Services are not intended to involve the processing of Personal Data and thus Schedule 6 has not been populated. The Consultant shall promptly notify Homes England if it believes that it has received Personal Data in error and shall comply with the reasonable directions of Homes England in relation to such Personal Data. In the event that it becomes necessary for the Consultant to process Personal Data in order to provide the Consultancy Services, the parties shall promptly populate Schedule 5 and include it in this contract by way of a variation to it. The Consultant agrees to comply with Data Protection Legislation and this clause 10 in relation to such processing.

* 1. The Consultant shall provide all reasonable assistance to Homes England in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of Homes England, include:
     1. a systematic description of the envisaged processing operations and the purpose of the processing;
     2. an assessment of the necessity and proportionality of the processing operations in relation to the Consultancy Services;
     3. an assessment of the risks to the rights and freedoms of Data Subjects; and
     4. the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
  2. The Consultant warrants and represents that it has obtained all necessary registrations, notifications and consents required by the Data Protection Legislation to process Personal Data for the purposes of performing its obligations under this Contract.
  3. The Consultant undertakes that to the extent that the Consultant and/or any of its employees receives, has access to and/or is required to process Personal Data on behalf of Homes England ("**Homes England’s Personal Data**") for the purpose of providing the Consultancy Services, it will at all times comply with the provisions of the Data Protection Legislation.
  4. The Consultant shall not perform its obligations under this Contract in such a way as to cause Homes England to breach any of its applicable obligations under the Data Protection Legislation. The Consultant shall notify Homes England immediately if it considers that any of Homes England’s instructions infringe the Data Protection Legislation.
  5. For the purposes of this Contract, where the Consultant is Processing Homes England's Personal Data on behalf of Homes England, it shall:
     1. at all material times have in place and maintain Protective Measures which are appropriate to protect against a Data Loss Event which Homes England may reasonably reject (but failure to reject shall not amount to approval by Homes England of the adequacy of the Protective Measures) having taken into account the:
        + 1. nature of the data to be protected;
          2. harm that might result from a Data Loss Event;
          3. state of technological development; and
          4. cost of implementing any measures
  6. For the avoidance of doubt, this includes the obligation to comply with any records management, operational and/or information security policies operated by Homes England, when providing the Consultancy Services on Homes England’s premises and/or accessing their manual and/or automated information systems;
     1. only process Personal Data in accordance with Schedule 6 unless the Consultant is required to do otherwise by Law or any Regulatory Body. Where the Consultant is relying on such requirements as the basis for processing Personal Data, the Consultant shall promptly notify Homes England of this before performing the Processing unless such requirements prohibit the Consultant from so notifying Homes England;
     2. not engage a Sub-processor without:
        1. prior written authorisation from Homes England and ensuring compliance with any conditions attached to that consent;
        2. including obligations which give effect to the terms of this Clause 10, in a written agreement with any Sub-processor engaged by the Consultant to provide the Consultancy Services to Homes England;
        3. Provide Homes England with such information regarding the Sub-processor as Homes England may reasonably require.

For the avoidance of doubt, the Consultant shall remain fully liable for all acts or omissions of any Sub-processor.

* + 1. allow Homes England (and or its designated auditors) to audit the Consultant's compliance with the requirements of this Clause 10 on reasonable notice and/or, at Homes England’s request, provide Homes England with evidence of the Consultant's compliance with the obligations within this Clause 10.
  1. The Consultant undertakes not to disclose or transfer any of Homes England’s Personal Data to any third party without the prior written consent of Homes England save that the Consultant shall be entitled to disclose Homes England’s Personal Data to Consultant Personnel to whom such disclosure is reasonably necessary in order for the Consultant to carry out the Consultancy Services, or to the extent required under a court order subject always to compliance with Clause 10.10.
  2. In respect of the Consultant Personnel, the Consultant shall:
     1. take reasonable steps to ensure the reliability and integrity of any Consultant Personnel who have access to the Personal Data;
     2. ensure that all Consultant Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data, have provided a confidentiality undertaking to the Consultant or Sub-processor in relation to the same and comply with the obligations set out in this Clause 10;
     3. ensure that none of Consultant Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by Homes England or as otherwise permitted by this Contract;
     4. ensure that the Consultant Personnel have undertaken adequate training in the law relating to the use, care, protection and handling of Personal Data and are aware of their obligations and those of the Consultant under the Data Protection Legislation and this Contract;
     5. ensure that the Consultant Personnel do not process Personal Data except in accordance with this Contract (and in particular Schedule 6)
  3. The Consultant shall:
     1. provide a written description of the technical and organisational methods employed by the Consultant for processing Personal Data (within the timescales required by Homes England); and
     2. not Process Personal Data outside the European Economic Area without the prior written consent of Homes England and, where Homes England consents to a transfer, to ensure:
        1. the Consultant has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or the Law Enforcement Directive (*Directive (EU) 2016/680*) Article 37) as determined by Homes England;
        2. the Data Subject has enforceable rights and effective legal remedies in relation to such Personal Data;
        3. the Consultant complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist Homes England in meeting its obligations); and
        4. it complies with any reasonable instructions notified to it by Homes England in relation to the Processing of the Personal Data.
  4. The Consultant agrees to use all reasonable efforts to assist Homes England to comply with such obligations as are imposed on Homes England by the Data Protection Legislation. For the avoidance of doubt, the Consultant shall:
     1. co-operate with Homes England to ensure and demonstrate that the Consultant has appropriate technical and organisational measures in place to assist Homes England to comply with any Data Subject Request ;
     2. notify Homes England immediately if it:
        1. receives:
           1. a request from a Data Subject Request (or purported Data Subject Request);
           2. a request to rectify, block or erase any Personal Data;
           3. any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;
           4. any other complaint, communication or request relating to Homes England's obligations under the Data Protection Legislation;
           5. a request from and third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
        2. if they become aware of a Data Loss Event;

and take no further steps in relation to the same until such time that it receives written instructions to do so from Homes England. The Consultant’s obligation to notify under this clause shall include the provision of further information to Homes England in phases, as details become available;

* 1. Taking into account the nature of the processing, the Consultant shall provide Homes England with full assistance in relation to either the Consultant’s or Homes England’s obligations under Data Protection Legislation and any complaint, communication or request made pursuant to clause 10.12 (and in so far as possible within the timescales reasonably required by Homes England) including by promptly providing Homes England:
     1. with full details and copies of the complaint, communication or request;
     2. with such assistance as is reasonably requested to enable Homes England to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
     3. at its request, with any Personal Data it holds in relation to a Data Subject
     4. with such assistance as requested by Homes England:
        1. following any Data Loss Event;
        2. with respect to any request from the Information Commissioner’s Office, or any consultation by Homes England with the Information Commissioner’s Office.
  2. If the Consultant becomes aware of any unauthorised or unlawful Processing, accidental alteration, loss, destruction or disclosure of, or damage or access to Homes England's Personal Data, or any other Data Loss Event, the Consultant shall:
     1. record the details of the suspected incident in a security incident log and undertake an initial investigation immediately into the suspected incident;
     2. notify Homes England of the suspected incident and the findings of the Consultant's initial investigation without undue delay after becoming aware of that event, and in any event within 24 hours of becoming so aware. The Consultant shall take no further steps in relation to the same until such time that it receives written instructions to do so from Homes England.
     3. fully co-operate with Homes England in the course of any investigation undertaken by Homes England and any subsequent corrective actions arising therefrom, including any report to and investigation by the Information Commissioner's Office and /or notification to any affected Data Subjects; and
     4. implement any measure necessary to restore the security and integrity of any compromised Personal Data.
  3. The Consultant shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Consultant employs fewer than 250 staff, unless Homes England determines that the processing:
     1. is not occasional;
     2. includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
     3. is likely to result in a risk to the rights and freedoms of Data Subjects.
  4. The Consultant shall indemnify Homes England against all claims and proceedings and all liability, losses, costs and expenses incurred in connection therewith by Homes England as a result of the Consultant's destruction of and/or damage to or unlawful Processing of any of Homes England’s Personal Data processed by the Consultant, Consultant Personnel or a Sub-processor, or any breach of or other failure to comply with the obligations in the Data Protection Legislation and/or this Clause 10 by the Consultant, Consultant Personnel or a Sub-processor.
  5. The Consultant shall appoint and identify an individual within its organisation authorised to respond to enquiries from Homes England concerning the Consultant's Processing of Homes England’s Personal Data and will deal with all enquiries from Homes England relating to such Personal Data promptly and in any event within the timescales set out in this Contract.
  6. The Consultant undertakes to act upon the written instructions from Homes England in relation to the secure deletion or return of Homes England's Personal Data at the termination or expiry of this Contract or such time that the Consultant no longer requires access to Homes England's Personal Data for the purposes of performing its obligations under this Contract, in so far as the Consultant is able to take into account its own data retention requirements and,unless the Consultant is required by Law to retain the Personal Data.
  7. Homes England may, at any time on not less than 30 working days’ notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
  8. The Consultant and Homes England agree to take account of any guidance issued by the Information Commissioner’s Office. Homes England may on not less than 30 working days’ notice to the Consultant amend this agreement to ensure that it complies with any guidance issued by the Information Commissioner’s Office.

1. FREEDOM OF INFORMATION
   1. The Consultant acknowledges that Homes England is subject to legal duties which may require the release of information under FOIA and/or EIR and that Homes England may be under an obligation to provide Information subject to a Request for Information.
   2. Homes England shall be responsible for determining in its absolute discretion whether:-
      1. any Information is Exempted Information or remains Exempted Information; or
      2. any Information 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 to which Homes England is required to respond to, except to confirm receipt of the Request for Information and that the Request for Information has been passed to Homes England unless otherwise expressly authorised to do so by Homes England.

* 1. Subject to Clause 11.4 below, the Consultant acknowledges that Homes England may be obliged under FOIA or EIR to disclose Information:-
     1. without consulting the Consultant or
     2. following consultation with the Consultant and having taken (or not taken, as the case may be) its views into account.
  2. Without in any way limiting Clauses 11.2 and 11.3, in the event that Homes Englandreceives a Request for Information, Homes Englandwill, where appropriate, as soon as reasonably practicable notify the Consultant.
  3. The Consultant will assist and co-operate with Homes England as requested by Homes England to enable Homes England to comply with its disclosure requirements under FOIA and EIR within the prescribed periods for compliance and in particular without limitation will (and shall procure that its agents and sub-contractors will), at their own cost:
     1. transfer any Request for Information received by the Consultant to Homes England as soon as practicable after receipt and in any event within two Working Days of receiving a request for information;
     2. provide all such assistance as may be required from time to time by Homes England and supply such data or information as may be requested by Homes England;
     3. provide Homes England with any data or information in its possession or power in the form that Homes England requires within five Working Days (or such other period as Homes England may specify) of Homes England requesting that Information;
     4. permit Homes Englandto inspect such as requested from time to time
  4. Nothing in this Agreement will prevent Homes England from complying with any valid order, decision, enforcement or practice recommendation notice issued to it by the Information Commissioner under FOIA and / or EIR in relation to any Exempted Information.

1. ANTI-BRIBERY ETC
   1. The Consultant shall:
      1. comply with all applicable laws, statutes, regulations relating to bribery, corruption slavery and human trafficking including but not limited to the Bribery Act 2010 and the Modern Slavery Act 2015 (Requirements);
      2. comply with the Modern Slavery Policy;
      3. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK. The Consultant represents, warrants and undertakes that it conducts its business in a manner that is consistent with the Modern Slavery Policy.
      4. Without prejudice to the general application of clauses 12.1.1 to 12.13 above, if in the course of providing the Services the Consultant becomes aware of, or has any concerns that, a person or persons may be being held in slavery or servitude or are otherwise being required to perform forced or compulsory labour, it shall immediately report such concerns to Homes England’s Head of Financial Crime Compliance.
      5. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
      6. comply with Homes England's Ethical, Anti-bribery and Anti-corruption Policies and Modern Slavery Policy a copy of which policies are available here: <http://www.homesandcommunities.co.uk/ethical-policies>, in each case as Homes England or the relevant industry body may update from time to time (Relevant Policies);
      7. have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 and the Modern Slavery Act 2015, to ensure compliance with the Requirements, the Relevant Policies and Clause 12.1.2, and will enforce them where appropriate;
      8. immediately report to Homes England’s Head of Risk and Assurance Services any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this agreement;
      9. if required by Homes England, producea written certificate to it signed by an officer of the Consultant, confirming compliance with this Clause 12 by the Consultant and all persons associated with it under Clause 12.2. The Consultant shall provide such supporting evidence of compliance as Homes England may reasonably request.
   2. The Consultant shall ensure that any person associated with the Consultant who is performing services in connection with this Agreement does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Consultant in this Clause 12 (**Relevant Terms**). The Consultant shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to Homes England for any breach by such persons of any of the Relevant Terms.
   3. Breach of this Clause 12 shall be deemed a material breach under clause 15.1.1.
   4. For the purpose of this Clause 12, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Clause 12 a person associated with the Consultant includes any subcontractor of the Consultant.
2. Homes England DAta
   1. The Consultant shall not delete or remove any proprietary notices contained within or relating to Homes England Data.
   2. The Consultant shall not store, copy, disclose, or use Homes England Data except as necessary for the performance by the Consultant of its obligations under this Agreement or as otherwise expressly authorised in writing by Homes England.
   3. To the extent that Homes England Data is held and/or processed by the Consultant, the Consultant shall supply that Homes England Data to Homes England as requested by Homes England in the format specified in Schedule 2.
   4. The Consultant shall take responsibility for preserving the integrity of Homes England Data and preventing the corruption or loss of Homes England Data.
   5. The Consultant shall perform secure back-ups of all Homes England Data and shall ensure that up-to-date back-ups are stored off-site. The Consultant shall ensure that such back-ups are available to Homes England at all times upon request.
   6. If at any time the Consultant suspects or has reason to believe that Homes England Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Consultant shall notify Homes England immediately and inform Homes England of the remedial action the Consultant proposes to take.
3. warranties
   1. The Consultant warrants, represents and undertakes for the duration of the Term that:
      1. it has and will continue to hold all necessary (if any) regulatory approvals from the Regulatory Bodies necessary to perform the Consultant's obligations under this Agreement;
      2. as at the Commencement Date all statements and representations in the Consultant's proposal are to the best of its knowledge, information and belief, true and accurate and that it will advise Homes England of any fact, matter or circumstance of which it may become aware which would render any such statement or representation to be false or misleading;
      3. it shall at all times comply with Law in carrying out its obligations under this Agreement
      4. it conducts its business in a manner that is consistent with the Modern Slavery Policy.
4. Termination
   1. Homes England may summarily terminate the Consultant's appointment hereunder forthwith on written notice so that the Consultant shall not have any claim for damages or otherwise against Homes England in respect of such termination (but without prejudice to any other remedy which Homes England may have against the Consultant) if:-
      1. the Consultant commits any material breach of any term or condition of this Agreement which (in the case of a breach capable of being remedied) shall not have been remedied within 30 days of a written request by Homes England to remedy it or commits any wilful or persistent breach of any of the provisions of this Agreement; or
      2. the Consultant or any of its employees, carrying out the Consultancy Services shall be guilty of any serious misconduct or neglect in the discharge of his or its duties or any serious failure to perform his or its lawful and reasonable duties to the reasonable satisfaction of Homes England; or
      3. the Consultant shall enter into liquidation or administrative receivership or any scheme or arrangement with its creditors or shall be wound up; or
      4. the Consultant shall be unable to pay its debts within the meaning of the Insolvency Act 1986; or
      5. in the case of information requested pursuant to clause 16, the Consultant:
         1. fails to provide the information requested within a reasonable time;
         2. provides information which is inadequate to demonstrate how the Consultant complies with the requirements of clause 16 or why that clause does not apply to it;
         3. provides information which demonstrates that the Consultant is not complying with clause 16 (where that clause applies).
      6. any representation or warranty made or repeated by the Consultant in connection with this Agreement in any statement made or delivered pursuant to this Agreement is incorrect when made or repeated; or
      7. the Consultant shall suffer any change of control, where control means one person has control over another person where it alone or jointly with a partner or quasi-partner owns more than half the capital or business assets of such other person or has the power to exercise more than half the voting rights in such other person or has the power to appoint more than half the members of the Board of Directors or other body legally representing such other person or has the right to manage the affairs of such other person.
   2. Without prejudice to any other right it may have to terminate this Agreement, Homes England may at any time, and without giving reasons, serve written notice on the Consultant of its intention to terminate the Agreement, and the Agreement shall be terminated with immediate effect upon service of such notice.
   3. Upon termination of this Agreement for whatever reason the Consultant shall immediately deliver up to Homes England all Documents and property belonging to Homes England or created in the course of providing the Consultancy Services which may be in the possession or control of the Consultant and shall not without the written consent of Homes England retain any copies thereof.
   4. In the event of information, data, designs, concepts, drawings, plans, inventions, sketches, specifications, concepts or records produced in the provision of the Consultancy Services being recorded or maintained on any electronic or magnetic, optical or other machine readable medium, including but not limited to the hard disc drives of the computing systems, the Consultant shall upon demand from Homes England deliver up to Homes England all such machine readable medium together with any copies thereof. If the same shall form a fixed and irremovable part of a larger system, the Consultant shall provide Homes England with a copy of all data and material so recorded and shall, upon written request to do so delete and remove all records and data so held by the Consultant and forthwith provide Homes England with written confirmation of completion of such deletion and removal.
   5. The termination of this Agreement however arising will be without prejudice to the rights and duties of either party accrued prior to termination. The clauses in this Agreement which expressly or impliedly have effect after termination including liabilities under indemnities will continue to be enforceable notwithstanding termination.
5. status and tax liabilities

16A Homes England has completed a CEST relating to the supply of the services. the CEST result is that off payroll rules do not apply.

16B The results of the CEST are taken in good faith by Homes England . In any circumstances where it transpires that the CEST result is incorrect due to the act, default, negligence breach of contract or omission or otherwise of the Consultant, the Consultant shall indemnify and keep indemnified Homes England in respect of any claims that may be made by the relevant authorities against Homes England in respect of income tax or national insurance or similar contributions relating to the Consultancy Services.

16C In circumstances where off payroll rules do apply the following clauses shall apply:

16.1 In this clause 16 the following definition shall apply:

“Umbrella Company” shall mean a company which shall:

* be incorporated in England and Wales;
* be an accredited member of the Freelancer & Contractor Services Association (FCSA) or be a ‘Professional Passport’ approved umbrella provider
* be on the Supplier’s preferred list of umbrella companies (if it has a preferred list).
* maintain professional indemnity insurance of at least £5,000,000 each and every occurrence
* shall deduct income tax and national insurance contributions in full via PAYE at the rates required by law
* shall not sub-contract any of its duties or obligations to a group company, personal services company or any other third party.

“Consultant Staff” shall mean all directors, officers, employees, agents, consultants and suppliers of a Party and/or of any sub-contractor engaged in the performance of its obligations under this Agreement.

16.2 . The Consultant represents and warrants that the Consultancy Services will be supplied and provided in a manner that does not fall within Chapter 10, Part 2 of the Income Tax (Earnings and Pensions) Act 2003 (the “ITEPA”).

16.3. Save where clause 16.4 applies, the Consultant agrees that any and all Consultant Staff provided to supply the Consultancy Services under the terms of this Agreement shall be provided:

16.3.1 via an Umbrella Company, where such Consultant Staff do not own any shares in such Umbrella Company, as employees of the Umbrella Company with all payments made to such Consultant Staff by the Umbrella Company in return for their services under this Agreement being paid subject to deduction of income tax and national insurance contributions in full via PAYE at the rates required by law, or

16.3.2 by Consultant Staff who shall be employees of the Consultant whose only remuneration from the Consultant is subject to deduction of income tax and national insurance contributions in full via PAYE at the rates required by law.

16.4. This clause 16.4 applies where, in relation to Consultant Staff provided by the Consultant to supply the Consultancy Services under the terms of this Agreement, the Consultant is an intermediary within the meaning of Sections 61M, 61O and 61P Chapter 10 ITEPA 2003.

16.4.1 The Consultant shall, no later than the date of the Agreement, notify Homes England that clause 16.4 applies in relation to one or more persons, and provide such details as Homes England may require and

16.4.2 Clause 16.3.2 shall not apply in relation to such persons and the Consultant shall provide all such persons under clause 16.3.1 only

16.5 The Consultant agrees to indemnify and keep indemnified Homes England in respect of any claims that may be made by the relevant authorities against Homes England in respect of income tax or National Insurance or similar contributions relating to the Consultancy Services including those relating to any failure of Homes England to provide a status determination statement to any person provided by the Consultant where this clause 16 has been breached.

16.6. For the purposes of clause 15.1 of the Agreement, failure by the Supplier to comply with clauses 16.3 and 16.4 above shall be a material breach of this Agreement.

1. Notices
   1. Any notice or other communication relating to this Agreement shall be in writing and shall be delivered personally or sent by registered post to the party due to receive such notice at its registered office (or principal place of business from time to time) or to such other address as may from time to time have been notified in writing to the other party in accordance with this Clause.
   2. Any such notice or communication shall be deemed to have been served as follows:-
      1. in the case of delivery by hand, on delivery if delivered between 9.00 am and 5.00 pm on a Business Day (meaning for the purposes of this Clause 17, Monday to Friday in each week, excluding national holidays) and, if delivered outside such hours, at 9.00 am on the first Business Day following delivery;
      2. in the case of service by registered post, on the third Business Day after the day on which it was posted or in the case of airmail, on the seventh Business Day after the day on which it was posted.
2. INDEMNITY

The Consultant shall indemnify and hold harmless Homes England against any liability which Homes England may incur to any person whatsoever and against any claims, demands, costs and/or expenses sustained, incurred or payable by Homes England to the extent that the same arises by reason of any breach of this Agreement or any tortious act or omission on the Consultant’s part (and/or any third party to whom the Consultant has subcontracted the performance of the Consultant’s obligations or part thereof) in the performance of the Consultant’s obligations under and in connection with this Agreement.

1. Legal Relationship

The Consultant shall provide the Consultancy Services as an independent contractor and not as an employee, agent, partner, officer holder or officer of Homes England.

1. Entire Agreement
   1. This Agreement constitutes the entire agreement between the parties in relation to the Consultancy Services and replaces and extinguishes all prior agreements, undertakings, representations, arrangements or statements, including any terms and conditions which the Consultant purports to apply under any quotation confirmation or order (in whatever form) with respect to the Consultancy Services except representations made recklessly or fraudulently.
   2. No party has relied on any representation, warranty or undertaking in relation to the subject matter of this Agreement other than those expressly set out in this Agreement. However, nothing in this Agreement purports to exclude liability for any fraudulent statement or act.
2. Assignment And Subcontracting

This Agreement is made between the Consultant and Homes England and under no circumstances shall the Consultant assign or sub-contract the benefit or burden of it without the prior written consent of Homes England. Homes England shall be entitled freely to assign or sub-contract the whole or part of its obligations under this Agreement.

1. Law and Jurisdiction

This Agreement shall be interpreted and have effect in all respects in accordance with English Law and shall be subject to the exclusive jurisdiction of the English Courts.

1. Invalidity

If any provision of this Agreement is held to be unenforceable or illegal, in whole or in part, such provision or part shall be deemed excluded from this Agreement but the enforceability of the remainder of its terms shall remain unaffected.

1. bpss checks

Schedule 7 shall apply.

1. supplier ict security policy

Schedule 8 shall apply.

1. Third Party Rights

A person who is not a party to this Agreement shall have no rights pursuant to the Contracts (Rights of Third Parties) Act 1999 (the "Act") to enforce any term of this Agreement provided that a person who is the lawful successor to or permitted assignee of the rights of a Party is considered to be a party to this Agreement. Any right or remedy of a third party which exists or is available apart from the Act is not affected.

**SCHEDULE 1**

**Part I**

**Nominated Consultant Representatives**

Neil Allen Director

**Part II**

**Nominated Homes England Representatives**

Kate McBride**SCHEDULE 2**

**Details/Description of Consultancy Services**



**Timetable**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. Proposal and approach for Tasks 1 – 7 (to include resource and fee schedule for each task)   |  |  | | --- | --- | | Task | Comment | | 1. Review | * Review of all background studies to identify strengths and weakness * Understand gaps and areas of agreement to drive methodology | | 1. Methodology | * Based on analysis at 1. Develop methodology * Also to take account of NPPF / ANOG and recent appeals e.g., Widnes GC | | 1. Consultation | * Consult with and achieve ‘sign-off’ to approach with Sport England, England Golf and local partners, including Ifield GC | | 1. Golf Needs Assessment | * Undertake Golf Needs Assessment in accordance with outcomes at 3. | | 1. Wider Needs | * Review existing evidence base and work, which has informed master plan * Review of Council evidence base e.g., Playing Pitch Strategy, Facility Strategy etc * Healdine consultation with key partners – Council, ngbs, Sport England to understand issues and opportunities * Assess impact of planned gorwth on needs using SE planning tools * Feed into master plan process and task 4. | | 1. Follow-up | * Support consultant team to address queries in respect of golf and wider needs | | 1. On-going support | * To be confirmed allowance of circa 8 days for Eip support etc |   **We do not have any conflicts of interest that would impact on the undertaking of the work.** |

**SCHEDULE 3**

**Consultancy Fees**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| 1. Proposal and approach for Tasks 1 – 7 (to include resource and fee schedule for each task)   |  |  |  |  | | --- | --- | --- | --- | | Task | Comment | Resource | Fee Schedule | | 1 Review | * Review of all background studies to identify strengths and weakness * Understand gaps and areas of agreement to drive methodology | * Neil Allen @ £750 per day | 1. days = £1,500 | | 2 Methodology | * Based on analysis at 1. Develop methodology * Also to take account of NPPF / ANOG and recent appeals e.g., Widnes GC | * Neil Allen @ £750 per day | 2 days = £1,500 | | 1. Consultation | * Consult with and achieve ‘sign-off’ to approach with Sport England, England Golf and local partners, including Ifield GC | * Neil Allen @ £750 per day | 2 days = £1,500 | | 1. Golf Needs Assessment | * Undertake Golf Needs Assessment in accordance with outcomes at 3. | * Neil Allen @ £750 per day | 12 days = £9,000 | | 1. Wider Needs | * Review existing evidence base and work, which has informed master plan * Review of Council evidence base e.g., Playing Pitch Strategy, Facility Strategy etc * Healdine consultation with key partners – Council, ngbs, Sport England to understand issues and opportunities * Assess impact of planned gorwth on needs using SE planning tools * Feed into master plan process and task 4. | * Carolyn Wilkinson @ £750 per day | 5 days = £3,750 | | 1. Follow-up | * Support consultant team to address queries in respect of golf and wider needs | * Neil and Carolyn @ £750 per day as required | 2 days = £1,500 | | 1. On-going support | * To be confirmed allowance of circa 8 days for Eip support etc | * Neil and Carolyn @ £750 per day as required | 8 days @ £750 = £6,000. If required to support task 7. |   **The total fixed fee for tasks 1-6 is therefore £18,750**  **This provides an allowance of 8 days or £6,000 to cover further Local Plan support as required**  **We do not have any conflicts of interest that would impact on the undertaking of the work.** |

**SCHEDULE 4**

**Expenses**

1. Subject to the prior approval of Homes England Nominated Officer, the Consultant shall be entitled to reimbursement of the following expenses and disbursements:

1.1 printing, or reproduction of, drawings, plans, maps, photographs or other such documents;

* 1. bulk photocopying (where the number of pages copied exceeds 200);
  2. courier or other extraordinary delivery costs;
  3. car travel at the rate of 40 pence per mile for the first 10,000; 25 pence per mile thereafter;
  4. air, sea or rail fares at economy or second class rates; and
  5. other extraordinary expenses or disbursements as may be pre-authorised in writing by Homes England.]

2. Subject to this Schedule 4, the Consultant shall not be entitled to claim payment for travelling time in attending Homes England’s Nominated Office or other locations during the Consultancy Period.

3. Where Homes England deems it necessary for the Consultant to attend meetings at a location other than Homes England’s Nominated Office or the Consultant's Nominated Office, the Consultant will be entitled to claim travelling expenses on an agreed basis and at no greater entitlement that Homes England own expenses policy inserted below:



**SCHEDULE 5**

**Minimum Insurance Cover**

In accordance with Clause 8 of this Contract, the Consultant shall take out and maintain the following insurances upon the following terms and conditions:

# INSURANCE

## Insurance for a sum of not less than:-

## £1,000,000 (one million pounds) Professional Indemnity

£2,000,000 (two million pounds) Public Liability

## £10,000,000 (ten million pounds) Employer Liability

## in respect of each and every claim.

**SCHEDULE 6**

**Processing, Personal Data and Data Subjects**

1. The Consultant shall comply with any further written instructions with respect to processing by Homes England.

2. Any such further instructions shall be incorporated into this Schedule.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Subject matter of the processing | No processing is envisaged – see clause 10.2 |
| Duration of the processing | *Populate with details* |
| Nature and purposes of the processing | *Populate with details* |
| Type of Personal Data | *Populate with details* |
| Categories of Data Subject | *Populate with details* |
| Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data | In accordance with clause 10.19 |

Schedule 7

BPSS CHECKS

* + - 1. This Schedule 7 shall apply where Consultant Staff must be vetted before working on the Agreement. Vetting of Consultant Staff shall be met by obtaining a clear and valid BPSS check.
      2. Consultant Staff shall be vetted if they:

2.1 have access to the Homes England corporate digital network;

2.2 are issued with a Homes England building pass

2.3 are issued with Homes England digital equipment; and /or

2.4 have access to Homes England information classified as OFFICIAL-SENSITIVE.

* + - 1. Homes England shall provide the Consultant with the BPSS application form.
      2. The Consultant Staff shall not be permitted to undertake the tasks set out in paragraph 2 until a valid and clear BPSS check is confirmed by Homes England.
      3. The Consultant shall ensure that Consultant Staff shall complete Homes England’s application form for BPSS which shall be submitted to Homes England for processing.
      4. The BPSS process includes a check of five criteria: (1) identity, (2) nationality and immigration (right to work), (3) unspent criminal convictions, (4) employment history (past three years) and (5) significant time spent outside the UK (six months or more in the past three years). These checks are carried out by Due Diligence Checking Ltd, on behalf of Homes England. Due Diligence Checking Ltd will send the Consultant Staff an e-mail link to a web-portal where they can enter further information required to complete the checks. These checks will be carried out by Homes England Security Unit.
      5. Homes England (through its Head of Security) may accept these checks have been completed by a third party only where the checks were carried out within six months of the Consultant Staff starting work with Homes England and where appropriate documentary evidence has been provided that such checks have been fully and accurately completed. Consultant Staff shall also read and accept the Homes England Security Procedures (provided by Homes England).
      6. Completed BPSS application forms shall be retained by Homes England for six months from the start date of the Consultant Staff after which time the application form shall be deleted. An entry for the individual will be made on the Personnel Security Clearance Register including their name, date of birth, gender, employment status, clearance level (including validity and expiry dates), employer and leaving date. This record will be retained for six months after the Term before being deleted.

Schedule 8

Supplier ICT POLICY

The Supplier ICT Policy of Homes England shall apply;



Failure to comply with the Supplier IT Policy shall be a material breach of this agreement pursuant to clause 15.1.

**SIGNED** by or on behalf of the parties on the date which first appears in this Agreement.

|  |  |
| --- | --- |
| Signed for and on behalf of  **HOMES AND COMMUNITIES**  **AGENCY** in the presence of: | ) )  ) Authorised Signatory |
| **SIGNED** by a duly authorised officer  for and on behalf of **SPORTS PLANNING CONSULTANTS LTD**  in the presence of:-  Signatures.JPG  **Neil Allen, Director** | ) )  ) ) |
|  |  |