



Revised - 16th December 2021

**Farmstead Drive
Architect and Principal Designer Scope of Services
RIBA Stages 2 to 7**

Request for Quotations

Prepared by
Property and Commercial Services
Sevenoaks District Council

December 2021



1. INTRODUCTION

Sevenoaks District Council is seeking to appoint an Architect and Principal Designer to bring forward a new high quality development on the Spitals Cross Estate, Edenbridge. The Architect will be the lead designer and will be required to be the Project lead of the wider Consultant team.

The proposed development site is located on Farmstead Drive within the Spitals Cross Housing Estate in Edenbridge. The estate was built in the 1960s, and the proposed development site is occupied by the local community hall (Fircroft Hall), the Londis convenience store and public open space. The site is circa 1 acre (0.42 hectares) and the redevelopment proposal is to re-provide the community hall, a convenience store, public open space and provide 33 residential units (of which 30% will be affordable) and parking. The total development cost is expected to be £4,750,000 (excluding design fees, risk and inflation and OH+P).

The community buildings currently occupying the site are at the end of their economic life and require substantial refurbishment. SDC are maximising the opportunity to redevelop the hall and its facilities and to replace the shop with modern premises and to provide new housing, including affordable homes. The sale of the residential accommodation would provide capital receipts to pay for these improvements.

A feasibility study has been undertaken which reviewed several options with a preferred option selected from a viability and planning perspective. More information on the preferred option is provided at Appendix B. This commission seeks to appoint an Architect-led design team to further develop the preferred option to prepare and submit a planning application and to ultimately see through the delivery of the development.

2. THE COMMISSION

The appointment of the Architect and Principal Designer will be for RIBA work stages 2 to 7. A fixed price fee submission is requested for all stages, broken down by stage. This Architect will be expected to attend all Design Team Meetings, Monthly Construction Meetings and make an allowance for other meetings as considered appropriate. The Architect may or may not be novated to the contractor, this will be determined during the tendering period.

The Architect will act as the lead Consultant, overseeing and coordinating the wider consultant team.

The Architect will be expected to provide the appropriate range of skills and competencies as Architect, acting as lead consultant, with demonstrable experience of working on similar projects.

SDC will be appointing the remaining disciplines required to form the project team which will consist of the below. The requirement for additional services may be identified as the scheme progresses:

- Architect (also Principal Designer and lead Consultant) – this commission
- QS (and employer's agent)
- Mechanical, Electrical and Plumbing Engineer
- Structural and Civil Engineer
- Planning Consultant

The Architect is required to provide a fixed-fee price individually for each stage. More information on tendering is provided below.

SDC will issue instructions to proceed on a staged basis as it wishes to reserve the right to break the commission at the conclusion of each stage.

3. DUTIES REQUIRED

General

- All drawings are to be in industry standard format fully compatible with other consultants in the design team.
- Be the lead Consultant for the wider Consultant Team and will be responsible for coordinating the information required for team meetings and all stakeholder presentations and meetings.
- To understand from SDC the project timescales and financial limits. Allowances should be made for iterations of the proposed design until the project is viable and in a position to proceed to the next stage, as advised by SDC and the Cost Consultant.
- To work with all other Consultants engaged in the Project and deliver the services listed within this brief in conjunction with other disciplines as required.
- To participate in any cost reviews in conjunction with the appointed Cost Consultant. They will need to inform the Cost Consultant of any design considerations relevant to life cycle costs and/or value for money. Recommendations are to be made to the Project Team on keeping the design within the project cost limits where necessary.
- To review any site information held by SDC or the Project Team (e.g. topographical surveys) to develop designs, or flag any surveys/data required, giving SDC sufficient notice to procure services if deemed required by the project team.
- To visit site as necessary to undertake the work set out in this brief.
- Identify key design risks and contribute to SDC's risk register

SDC's net-zero carbon target

- To ensure all elements of the design development should help SDC meet its net-zero carbon emission targets. This includes reviewing options such as inclusion of energy and water efficiency measures, sustainable landscape design and other sustainability measures as set out in the London Plan. A section on this will be required in each stage report.

Stage Two – Concept Design

The following duties are required:

- Visit site and familiarise self with the site, the key stakeholders, all background work undertaken to date including the Stage 1 Feasibility Study, and all other materials useful and relevant to the redevelopment of the site.
- Prepare the concept design including an outline of specifications
- Provide information to assist the QS with the approximate estimate of construction cost for inclusion with cost information and exploration of alternative options where scheme exceeds agreed budget.
- Prepare Stage 2 report in accordance with agreed formatting confirmed by SDC
- Assist in up to two public consultations (each consultation will likely consist of 2-3 separate events) including preparation of materials (e.g. flyers and display boards) and attendance at events where required. SDC will cover the cost of production and printing.
- Arrange and prepare information for pre-application meetings and other meetings with key stakeholders, and attend meetings where required. This includes the preparation of visuals and presentation information to support the explanation of the development.
- Advise on procurement options with the Cost Consultant.

- Submit and update as necessary a design programme, establishing milestones, critical path and key events and record progress against established programme. Assist the Quantity Surveyor in preparing the project programme.
- Prepare sustainability strategy, management strategy, maintenance and operational strategy and reviewing handover strategy and risk assessments.
- At least one image to be a high quality professional Computer Generated Image (CGI) that can be used for marketing and publicity purposes.

Planning application preparation and submission:

- Prepare and submit application for detailed planning permission. Support of the planning application and any required changes to the development up until determination of the planning application.
- Take any action necessary to ensure that planning conditions are satisfied or waived, and that the completion of the Project according to the Programme is not impeded in any way by the presence of planning conditions.
- Provide input when instructed as part of Section 106 negotiations or the dismissal of subsequent obligations.

Stage Three - Developed Concept Design

- Develop the approved Concept Design to show spatial arrangements, type of construction, materials and updated outline specifications in sufficient detail to safeguard zones for the structural and building services design of the project to be fully coordinated at the next design stage.
- Prepare technical designs for key parts of the external envelope of the building and landscape.
- Consult with statutory authorities as required.
- Identify potential Party Wall and Rights of Light issues alongside specialist consultants.
- Provide information for estimate of construction cost and explore alternative options where scheme exceeds agreed budget.
- Prepare Stage 3 Report in accordance with agreed formatting confirmed by SDC
- Undertake any third party meetings or consultations as required.
- Assist the planning application determination period.
- Assist with the discharge of conditions attached to a planning consent (if granted).
- Provide complete information package in both digital and hard copy formats (6 copies).

Procurement activities:

- Prepare documents as required for tendering purposes.
- Assist with process as required.
- Contribute to Pre-Qualification Questionnaire development and assessment upon returns, relating to architectural elements and subcontractors/suppliers.
- Respond to tender queries relating to architectural elements during the tender period.

- Following the Contractors tender returns provide input into the tender evaluation, report and the contractor interview process.

Stage Four - Technical Design

- Prepare technical designs, calculations and specifications sufficient to construct the development.
- Assist with the discharge of conditions attached to the planning consent relevant to the stage of design.
- Consult statutory authorities as required.
- Provide information for updating estimate of construction cost.
- Provide information to assist with marketing or handover of scheme to end users.
- Produce conveyancing plans
- Prepare monthly progress reports to be issued to full project team detailing activities against scope of works and progress and quality on site.
- Undertake and prepare for third party consultations as required
- Review design information provided by contractors or specialists as necessary, providing general advice on operation and maintenance of the building

Stage 5 – Construction

- Attend site visits as the design specialist
- Prepare monthly progress reports to be issued to full project team detailing activities against scope of works and progress and quality on site.
- Respond to site queries as reasonably required.
- Comply with the requirements of a handover strategy including agreement of information required for handover, asset management, future monitoring and maintenance.
- Assist with the discharge of conditions attached to the planning consent relevant to the stage of design.

Stage 6 – Handover and Close Out

- Advise on resolution of defects.
- Provide information for agreeing final account.
- Assist building user during initial occupation period, if applicable.
- Assist with the discharge of conditions attached to planning consent relevant to the stage of design.

Role as Principal Designer

- Discuss and review SDC's requirements, priorities and objectives for the Project. Visit the site and become familiar with it and the nature, condition and performance of all existing systems and installations relevant to the Principal Designer role within this brief.
- Advise on the need to appoint other consultants and assist in their selection.

- Review the services of the project team and advise the project manager of any additional or amended services.
- Ensure, so far as it is within the consultant's reasonable control, that the Project will be completed within the overall budget and within the Programme and to the performance and quality standards set out in the Brief or otherwise agreed in writing with SDC.
- Take into account and take responsibility for the HSE principles of prevention to identify, eliminate or control as far as possible any health and safety risks in relation to the design.
- Create, manage and circulate a live CDM Design Risks Register
- Plan, manage and monitor health and safety in relation to the design in the pre-construction phase.
- Inform SDC of their duties under the regulations.
- Ensure all designers comply with their duties and co-operate with each other.
- Prepare, review and update the Health and Safety file as the project progresses.
- Provide the documents required for the tender pack including the CDM Design Risk Register and pre-construction information as required under the CDM regulations referencing all known hazards and risks.
- Assist in settling any dispute or difference relating to the Project which may arise.
- Liaise as necessary with the Project Manager, Project Team, the Contractor and Sub-Contractors throughout all stages to co-ordinate and carry out the Services properly and on time.
- Perform all functions and duties required of the Principal Designer in accordance with the CDM Regulations including but not limited to:
 - notifying the Project to the Health and Safety Executive.
 - ensuring that any designs have adequate regard to the need to avoid foreseeable risks and combat at source risks to the health and safety of those carrying out construction work or cleaning work and those who might be affected by such work,
 - ensuring that any designs contain adequate information about any aspect of the Project, structure or materials that might affect the health and safety of those carrying out construction work or cleaning work and those who might be affected by such work,
 - taking reasonable steps to ensure cooperation between designers in discharge of their responsibilities and duties under the CDM Regulations,
 - advising SDC and any contractor in relation to the skills, knowledge, experience and organisational capability of designers and the adequacy of resources they propose to allocate,
 - advising SDC regarding the skills, knowledge, experience and organisational capability of contractors, the adequacy of the resources they propose to allocate and the suitability of their construction phase plan,
 - preparing the health and safety file and reviewing, amending or adding to that file to ensure its compliance with the CDM Regulations,
 - ensuring that the health and safety file is delivered to SDC
 - ensuring the preparation of the construction phase plan by the principal contractor in accordance with the CDM Regulations.
- Report to SDC monthly concerning the compliance of the designers, the Contractor and the Project with the requirements of the CDM Regulations.
- Advise SDC of any non-compliance by any designer or the Contractor with their obligations under the CDM Regulations

- Provide assistance in the preparation and updating of the Programme.
- Prepare and regularly update detailed programmes of activities to be carried out by the Consultant and issue to the Project Manager for review.
- Comply with the formal risk management procedures established for the Project.
- Monitor the detailed programmes of activities to be carried out by the Consultant and report to the Project Manager at monthly intervals. Make proposals for corrective action where progress is not in accordance with the detailed programmes.
- Advise the Project Manager/SDC on the need for specialist surveys and investigations and, if instructed to do so, make the necessary arrangement for such surveys and investigations to be carried out.
- Advise on any buildability and technical design proposals with specialist contractors in relation to the CDM Regulations and health and safety matters.
- Visit the Premises as necessary for the provision of the Services.
- Advise the Client regarding any actual proposed or possible changes in legislation (including any regulations) that may affect the Project.
- Participate in formal value engineering exercises, involving the Client, the Project Team and, once appointed, the Contractor.
- Work with the Contractor and relevant sub-contractors to enable the Contractor to comply with the requirements of the Pre-Construction Services Agreement.
- Review and advise the Project Manager/Client of any CDM Regulations or health and safety implications of any Tenant's Variation and/or any Material Alterations or other alterations/changes to the Landlord's Works.
- Provide any information in relation to the Services required by the Building Services Engineer to enable them to carry out and submit a formal BREEAM assessment where required.
- Attend soft landing/operational efficiency meetings/workshops as required and provide any relevant information.
- Provide any information prepared by the Consultant that is required by SDC to meet its obligations under the Agreement for Lease, including, but not limited to, obtaining the Landlord's consent to the Project.
- Advise the Employer upon the use and maintenance of the Project and respond to any queries.
- Attend all Project meetings necessary to undertake the Principal Designer role, including site meetings, Project Design meetings and Client meetings. This shall include but not be limited to at least one monthly progress meeting throughout the instruction.
- Prepare and contribute to progress and other reports, required at each stage and monthly throughout the programme and liaise with the Project Manager and Cost Consultant.
- SDC requires the Principal Designer to enter into twice assignable Collateral Warranties to be included within your appointment.

4. PROGRAMME

Milestone	Date
Dispatch of Requests for Quotations	Monday 13 th December
Submission of Quotations	9am 20 th January 2021
Interview with shortlisted consultants	w/c 24 th January 2021
Award	w/c 31 st January 2021

Submission of planning application	May 2022
Start on site	January 2023
Handover and completion	Summer 2024

5. EVALUATION CRITERIA

Written quotations will be evaluated on a 60%:40% quality/price basis. The response to the brief to determine quality will be assessed against the quality criteria proposed below. A scoring matrix between 0 and 5 will be used to assess the submitted brief. The scoring matrix is stated below. This will be weighted accordingly as stated below.

0	Completely fails to meet required standard or does not provide a proposal
1	Significantly fails to meet the standards required, contains significant shortcomings or is inconsistent with other proposals
2	Proposal falls short of achieving expected standard in a number of identifiable respects
3	Proposal meets the required standard in most material respects, but is lacking or inconsistent in others
4	Proposal meets the required standard in all material respects
5	Proposal meets the required standard in all material respects and exceeds some or all of the major requirements.

Quality Criteria (60%)	Weighting %
<p>1. Previous relevant experience and case studies (min of 3)</p> <p><i>Please describe your experience in carrying out similar Architectural services as those required by this project, from conception through to completion. This is to include, but not limited to:</i></p> <ul style="list-style-type: none"> - <i>Working within a tight budget</i> - <i>Community and stakeholder engagement</i> - <i>Delivering mixed tenure homes</i> - <i>Delivering schemes with a similar mix of uses</i> 	30
<p>2. Understanding of the client's brief</p> <p><i>Please demonstrate that you have a good understanding of the requirements set out in SDC's brief and of the key opportunities and challenges associated with delivering the project, including but not limited to:</i></p> <ul style="list-style-type: none"> - <i>Budget constraints</i> - <i>Site restrictions and limitations</i> - <i>Re-provision of community facilities</i> - <i>Zero-carbon targets</i> - <i>Innovative design solutions</i> 	20
3. Approach and method	20

<p><i>Please describe how you will deliver the scope of works as described in this brief, what your approach will be and how you will ensure you'll meet the deliverables to the required high standard. This should include:</i></p> <ul style="list-style-type: none"> - <i>An outline of the critical steps you will take to ensure successful project delivery</i> - <i>How you will mitigate any key risks and challenges</i> - <i>Project management and ensuring the key outputs and deliverables will be met within the required timescales</i> 	
<p>4. Staff employed (abridged CVs to be included as well as any sub-consultants to be used)</p> <p><i>Please outline your project team, their role in the project and their relevant experience</i></p>	15
<p>5. Deployment of resources (RACI matrix and envisaged timeline to be provided)</p> <p><i>Please provide a breakdown of your team's involvement in the project, the team structure and the time individual team members will be spending on the project</i></p>	5
<p>6. Innovation and flair and quality assurance</p> <p><i>Please indicate how you will ensure that this project will be delivered to the highest quality standards, and anything innovative that you can bring to the project</i></p>	10
TOTAL	100%

Pricing evaluation

- The evaluation process will be made on a parity of tenders. The tenders must be fully fixed with no provisional items or excluded items.
- Bid prices will be scored on a comparative basis with the bid providing the greatest return to the Council receiving 100% of the available marks (40% following weighting). All other bids will be compared against that bid.
- In the event of an equality of marks between tenderers, following any clarifications which may have been sought, the Authority reserves its right at its absolute discretion to determine the party to whom the contract should be awarded based upon the views of the pane

6. SUBMISSION OF WRITTEN QUOTATIONS

Consultants are requested to submit their fixed-fee quotations responding to the evaluation criteria listed above, together with an outline of price as per the outline in the attached Appendix A. Written fixed fee quotations should not exceed 20 pages (inclusive of price outline and CVs).

Written submissions should be submitted in pdf format to Jessica at Jessica.Bolsin@sevenoaks.gov.uk by **9am on Thursday 20th January 2022**.

The Council reserves the right not to accept quotations received after the closing date, and also reserves the right not to make an award. The submission of quotations will be at the consultant's risk and expenditure associated in preparing quotations will not be reimbursed by the Council.

Please contact Jessica Bolsin with any queries regarding the tender submission.

7. FORM OF CONTRACT

Attached at Appendix C is a copy of SDC's General Conditions of Contract. These are standard terms and each consultant will be expected to sign up to these terms, subject to minor amendments only.

Consultants will be expected to hold £5m Public Liability, £5m Employer Liability and £2m Professional Indemnity insurances where applicable.

8. APPENDICES

Appendix A: Price outline submission

Appendix B: Scheme plans and layouts

Appendix C: SDC General Conditions of Contract

Appendix 1: Stage 1 Feasibility Report

Appendix A – Price Outline Submission

Consultants are requested to complete the following table outlining their proposed fixed fee.

Table A1 – Elemental Cost Outline

Element	Units/Days	Cost
<i>i.e. design, surveying, needs assessment, draft HoTs, vision, disbursements, travel, printing, etc.</i>		
<i>Expand as required</i>		
Total (excl. VAT)		

Table A2 – Resource Allocation

Staff/Sub-consultant	Rate per day	Days	Cost
<i>Name & designation (i.e. Senior, Principal, Director)</i>			
<i>Expand as required</i>			
Total (excl. VAT)			

Appendix B – Plans and Layouts

Site photos

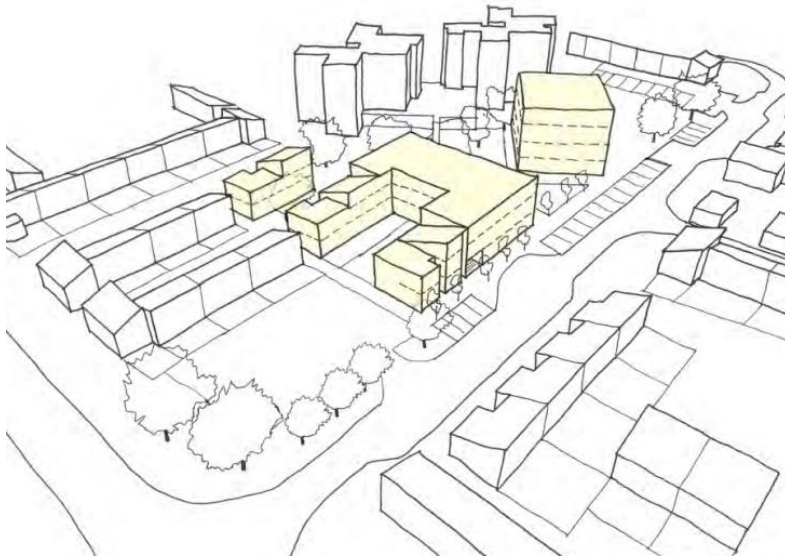


Site area

The proposed scheme includes areas A and B



Indicative massing



Indicative layout



Appendix C – SDC General Conditions of Contract (Consultants)(2021)

This Agreement is made the day of 20xx

BETWEEN **THE DISTRICT COUNCIL OF SEVENOAKS** ("the Council") of Council Offices Argyle Road
Sevenoaks Kent TN13 1HG of the one part and

[Xxx] of [xxx] ("the Consultant") of the other part

1. Definitions

1.1. The terms defined shall have the following meaning: -

Commencement Date means the date of this Agreement.

Conditions means the terms the Council conditions which shall include the Contract Documents and all associated documentation set out herein as but subject to the Consultants Conditions incorporated herein.

Confidential Information means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, policy formation, affairs and finances of the Council for the time being confidential to the Client and including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with their Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

Contract Documents shall be deemed to form and be read and construed as the documents listed herein and shall form part of this Agreement and which may be identified individually within this Agreement: -

- i. these conditions of contract
- ii. Tender Submission
- iii. **Day Rate**
- iv. The Specification
- v. **[INSERT OTHER DOCUMENTS].**

Consultants Conditions	shall mean the Consultant's standard terms of business incorporated within the Consultant's Tender Submission (if any)
Data Protection Legislation	means all applicable data protection and privacy legislation in force from time to time in the UK including the retained EU law version of the General Data Protection Regulation ((EU) 2016/679) (UK GDPR), the Data Protection Act 2018 (and regulations made thereunder) or any successor legislation, and all other legislation and regulatory requirements in force from time to time which apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications).
Day Rate	means the rates as set out on [INSERT PAGE] of the Tender Submission.
Engagement	means the engagement of the Consultant by the Client on the terms of this agreement.
Report	means the report to be produced for the Council in accordance with the Specification.
Results	means full details of all information which results from or relates to the works or Service including ideas and developments conceived by the Consultant during the Term of this Agreement.
Services	means the [BRIEF TITLE OF THE SERVICES TO BE PROVIDED] being as defined in the Specification and Tender Submission forming part of the Contract Documents, including the Report.
Specification	Means the briefing document as attached at Schedule One.
Supervising Officer	means the [INSERT NAME OF RESPONSIBLE OFFICER]
Tender Submission	means the documents submitted by the Consultant as attached at Schedule Two.

Tender Sum	means the sums and rates as set out in the Tender Submission together with any additional work that may be agreed in writing by the Council calculated by reference to the Day Rate.
Term	mean the period during which this agreement remains in full force and effect as set out in the Contract Documents or continued under the provisions herein contained.
Termination Date	means the date of termination of this agreement, howsoever arising.

- 1.2. In the event of conflict between the Council's Conditions and the Consultant's Conditions the former shall prevail.
- 1.3. It is hereby agreed and declared that all the provisions of the Invitation to Tender and Specification have been read and construed as one with this Agreement and shall be as binding upon the Supplier and upon the Council as if the same had been repeated herein.
- 1.4. Conditions heading and notes are for ease of reference only and shall not affect construction of the Contract.
- 1.5. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6. Words importing the masculine gender include the feminine gender words in the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa.
- 1.7. The Schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this agreement includes the Schedules.

2. Appointment

- 2.1. The Council hereby appoints the Consultant to carry out the Services in conformity with the Contract Documents and to provide the Report required in the Specification and in consideration of this covenant the Council agrees to pay the Consultant the Tender Sum together with any additional work that the

Council may agree in writing with the Consultant in accordance and as determined by the Day Rate.

3. Fees and Prompt Payment

- 3.1. The appropriate proportion of the Tender Sum shall be paid in the following staged payments:

3.1.1. Payment Schedule TBC on appointment – but all payments will be made on completion of agreed milestones

Payment will be made upon the presentation of an invoice for that part of the service already completed and the Council shall pay the sum on confirmation of the performance of the Service within 14 days of receipt of the invoice.

- 3.2. The Consultants acknowledge that the Council may reject an invoice that does not detail the work carried out so that the same can be certified by the Council's audit section or if the work shall be of insufficient quality to satisfy the Council Tender requirements.
- 3.3. The Council's supervising officer shall issue any instructions or variations under this contract and such instructions shall be in writing.
- 3.4. Where the Council fails to comply with this clause and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes after a reasonable time has passed.
- 3.5. Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
- 3.5.1. provisions requiring the Consultant to provide prompt payment as per clauses 3.1 and 3.4 of this Agreement; and
- 3.5.2. a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as this sub-clause

and in this sub-clause "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Council in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

4. Consultants obligations

- 4.1. The Consultant will be responsible for coordinating all works associated with the Service which shall include but is not limited to the following: -
- 4.1.1. Identifying each task as and when required and carrying out the same in accordance with the Conditions and the Specification such works and Service to be completed within the Term.
 - 4.1.2. Carrying out preliminary meetings with Council's representatives in order to fully understand the Council's requirements.
 - 4.1.3. Agreeing the use of any sub-contractor or other representative to be utilised in performance of the Service by the Consultant with the Council before the engagement of the contractor or representative.
 - 4.1.4. Agreeing any specific requirements identified by the Consultant with the Council prior to commencement of the Service and notifying the Council of any relevant information that could lead to a provision of work that is additional to the Service and would be paid for in accordance with the Day Rate forming part of the tender documents.
 - 4.1.5. The Consultant will coordinate manage and supervise the Service in accordance with the Specification and as instructed at the preliminary meetings with the Council and secure all necessary resources for effectively bringing about the completion of the Service in accordance with the requirements of and the stated aims in the Specification.
 - 4.1.6. The Consultant shall ensure that that the total cost of the Service (other than as provided for in clause 4.1.4) including the costs of travelling employees agreed subcontractors and any associated equipment is included in their Tender Sum which shall from completion of this Agreement become the contract sum payable hereunder.
 - 4.1.7. The Consultant shall exercise the skill and care described in clause 5 to see that the service that they provide will be of sufficient quality and professionalism to meet the Council's requirements and to produce the Report and Results that will meet the needs of the Council.

5. Warranty

- 5.1. The Consultant warrants to the Council that the Consultant will exercise and will continue to exercise all proper skill care and diligence that may reasonably be expected of a professional company acting in the capacity of consultant within the scope of the appointment and will comply in all respects with the

terms of the appointment and the Council will be deemed to have relied and to rely upon the exercise of the Consultants skill and care.

6. Confidential information

- 6.1. The Consultant acknowledges that in the course of the Engagement they will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 6.
- 6.2. The Consultant shall not (except in the proper course of their duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use their best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
 - 6.2.1. any use or disclosure authorised by the Council or required by law; or
 - 6.2.2. any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.
- 6.3. At any stage during the Engagement, the Consultant will promptly on request return all and any Council property in their possession to the Council.

7. Value Added Tax

- 7.1. All sums payable under this agreement shall be exclusive of VAT unless otherwise stated.

8. Duration

- 8.1. This Agreement and the obligations thereunder shall subsist until such time as such obligations are discharged by the parties hereto.

9. Limitation of Liability

- 9.1. It is hereby agreed by the parties hereto that the liability of the Consultant shall be limited to the sums expended by the Council under this Agreement together with any additional costs that the Council may incur in requiring the Service to be carried out by another party upon the Consultants default under this Agreement.
- 9.2. The limitation outlined in clause 9.1 above shall not extend to any cost claims damages or expenses arising out of any tortuous act or omission any breach of contract or statutory duty.

10. Termination

10.1. In addition to and without prejudice to any other provisions of this Agreement the Council shall be entitled forthwith to terminate this Agreement upon the happening of the following events: -

10.1.1. the Consultant commits any material breach of their obligations hereunder and does not remedy such breach within 21 days of a written notice by the council to do so.

10.1.2. the Consultant becomes bankrupt or insolvent or enters into liquidation or receivership or is the subject of an application for an administration order or suffers an administrative receiver to be appointed in relation to the whole or any parts of its assets or makes a composition or arrangement with its creditors or suffers any judgement to be executed in relation to any of its property or assets.

10.2. If the Consultant fails to act in a diligent manner in acquiring the information necessary to carry out the Service or fails to produce Results of sufficient quality to meet the requirements of the Specification in the time scale contained or referred to in the Specification or subsequently agreed with the Council's representative then the Council shall give the Consultant 21 days written notice in which to rectify the default that has occurred. In the event that the rectification is inadequate or incomplete in anyway the Council will give 7 days written notice to terminate this agreement without prejudice to its rights and remedies in relation to that breach.

10.3. Any termination of this Agreement (whether under this clause or otherwise) shall not relieve any obligation under this Agreement that is expressed to continue after termination.

11. Liability for Damage to Persons and Property

11.1. The Consultant shall be responsible for any damage to property or injury to persons animals or things whether the property of the Council or otherwise caused by the Consultant employees sub-contractors agents or representatives in carrying out the Service and shall indemnify the Council against any claims or proceedings in respect thereof and also against any claims or proceedings made at Common Law or under any Act of Parliament by any third parties or persons in the employ of the Consultant or other representative or sub-contractor or by any person claiming through such person.

12. Indemnity

- 12.1. The Consultant shall indemnify and keep indemnified the Council fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Consultant, or any other loss which is caused directly or indirectly by any act or omission of the Consultant. This Condition shall not apply to the extent that the Consultant is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its staff or sub-contractors, or by any circumstances within its or their control.

13. Insurance

- 13.1. Throughout the period of this Agreement the Consultant shall maintain policies of insurance with a reputable insurance company in respect of professional indemnity cover, public liability cover and employer liability cover, such cover to be not less than £2 million, £5 million, and £5 million respectively or such other amounts as the Council may from time to time reasonably require and the Consultant shall as and when reasonably required by the Council produce for inspection documentary evidence that such insurances are being properly maintained and that payments have been made in respect of the last preceding premiums due thereunder.

14. Advertising

- 14.1. The Consultant shall not advertise or publicise that it is employed by the Council without prior written agreement of the Supervising Officer, which shall not be unreasonably withheld.
- 14.2. The Consultant shall comply fully with the Council's policy and codes and any code of practice that may from time to time be in force in respect of publicity in order to maintain effective communication to the media and the public.

15. Copyright

- 15.1. It is acknowledged and confirmed by the Consultant that any copyright including but not limited to literary artistic typographical and publishing arrangements is vested in the Council for the report that the service produces and that the Council will be free to use the information acquired in such manner as they consider appropriate.

16. Anti-Corruption

16.1. The Council shall be entitled to cancel this Agreement and to recover from the Supplier the amount of any loss resulting from such cancellation if the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or regard for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Supplier or any other contract with the Council, for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Council, or if the like acts shall have done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Supplier) or in relation to any Agreement with the Council the Supplier or any person employed by him or acting on his behalf shall have committed any offence under the Bribery Act 2010, or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

16.2. The Supplier shall:

16.2.1. comply with all applicable laws, statutes, regulations relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and not engage in any activity, practice or conduct which would constitute an offence under the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

16.2.2. comply with the Councils' Anti-Corruption and Bribery Policy;

16.2.3. Promptly report to the Council any request or demand which if complied with would amount to a breach of either this Agreement or the Councils' Anti-Corruption and Bribery Policy;

16.2.4. Ensure that any person associated with it who is performing services or providing goods 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 Supplier in this clause.

16.3. Breach of this clause shall be deemed a material breach of this Agreement entitling the Council to terminate it immediately.

17. Diversity

17.1. Throughout the duration of this Agreement the Supplier shall, and in addition shall ensure that any sub-contractors (that the Council has agreed in writing

to) shall: discharge their obligations under this Agreement and perform the Services in accordance with their responsibilities under the Equality Act 2010 Codes of Practice issues by the Equalities and Human Rights Commission.

- 17.2. The Supplier shall operate an equal opportunities policy and warrants that this policy shall comply with all relevant law. A copy of the Supplier's policy shall be made available on request by the Council.
- 17.3. If any Court or tribunal or the Equality and Human Rights Commission should make any finding of unlawful discrimination against the Supplier the Supplier shall take all necessary steps to prevent recurrence of such unlawful discrimination.
- 17.4. The Supplier will be required to notify the Council of the finding and provide full details of the steps taken to prevent such recurrence as aforesaid.
- 17.5. The Supplier's equal opportunities policy shall be set out in any instructions circulated to those members of the Supplier's employees concerned with recruitment training and promotion in relevant documentation available to its employees and others and in its recruitment advertisements and other relevant literature. The Supplier may be required to provide the Council with copies of such instructions documents advertisements and other literature and to notify the Council of any changes to the policy.

18. Freedom of Information

- 18.1. The Supplier acknowledges that the Council is subject to the requirements of the Code of Practice on Access to Government Information, the Freedom of Information Act and the Environmental Information Regulations and shall assist and cooperate with the Council (at the Supplier's expense) to enable the Council to comply with these information disclosure requirements.
- 18.2. The Supplier shall and shall ensure that any agreed sub-contractors shall: -
 - 18.2.1. Provide the Council with a copy of all information in its possession or power in the form that the Council requires within five working days (or such other period as the Council may specify) of the Client requesting that information; and
 - 18.2.2. Provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a request for information within the time for compliance set out in Section 10 of the Freedom of Information Act 2000 or any amendment or addition thereto.

18.3. The Council shall be responsible for determining at its absolute discretion whether:-

18.3.1. The information is exempt from disclosure under the Code of Practice on Access to Government Information the FOIA and the Environmental Information Regulations;

18.3.2. The information is to be disclosed in response to a request for information, and in no event shall the Supplier respond directly to a request for information unless expressly authorised to do so by the Council.

18.4. The Supplier acknowledges that the Council may, acting in accordance with the Cabinet Office Freedom of Information Code of Practice be obliged under the Code of Practice on Access to Government Information, the FOIA, or the Environmental Information Regulations to disclose Information:-

18.4.1. without consulting with the Supplier; or

18.4.2. following consultation with the Supplier and having taken its views into account.

18.5. The Supplier shall ensure that all information produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Council to inspect such records as requested from time to time. The Supplier acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with the above clauses.

19. Data Protection

19.1. Both Parties to this Agreement shall ensure at all times that they comply with all relevant requirements under the Data Protection Legislation. They acknowledge that each Party is a Data Controller in its own right and that nothing under this Agreement transfers personal information and nothing under this Agreement confers any right to process personal information on behalf of another Party.

19.2. The Service Provider warrants that it will duly observe all its obligations under the Data Protection Legislation which arise in connection with the Agreement and any information it may receive or acquire in connection with the Agreement and ensure that the Council shall not be in breach of the Data

Protection Requirements as a result of any act or omission of the Service Provider.

- 19.3. The Service Provider shall not store, copy, disclose, or use Personal Information under this Agreement for which the Council is the Data Controller except as necessary for the performance of its obligations under this Agreement or as otherwise expressly authorised in writing by the Council.
- 19.4. The Service Provider shall indemnify and keep the Council indemnified in full from and against all claims, proceedings, actions, damages, loss, penalties, fines, levies, costs and expenses and all loss of profits, business revenue or goodwill (whether direct or indirect) and all consequential or indirect loss howsoever arising out of, in respect of or in connection with, any breach by the Contractor or any of its staff of this clause.

20. Force Majeure

- 20.1. Neither party hereto shall be liable for any breach of its obligations hereunder resulting from causes beyond its reasonable control including but not limited to fires, strikes (of its own or other employees), insurrection or riots, embargoes, container shortages, wrecks or delay in transportation inability to obtain supplies and raw materials requirements or regulations of any civil or military authority (an event of Force Majeure).

21. Notices

- 21.1. Any notice, request, instruction or other document to be given hereunder shall be delivered or sent by first class post to the address of the other party set out in this Agreement (or such other address or by such other method as may have been notified) and any such notice or other document shall be deemed to have been served (if sent by post) upon the expiration of 48 hours after posting.

22. No Assigning or Sub-Contracting

- 22.1. The Consultant shall be prohibited from transferring or assigning, directly or indirectly, to any person or persons whatsoever any portion of this Agreement without the prior written consent of Council Sub-letting, other than that which may be agreed in accordance with clause 5.3 herein.

23. Counterparts

- 23.1. This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original, but all the counterparts shall together constitute the one agreement.

24. Third Party Rights

- 24.1. Without prejudice to any other right which any third party may have, nothing in this Contract shall confer on any third party any right to enforce any term of this Contract under the Contracts (Rights of Third Parties) Act 1999.

25. Jurisdiction

- 25.1. This Agreement shall be governed by and construed in accordance with the laws of England and Wales

Schedule 1 Services

[BRIEF DESCRIPTION OF SERVICES TO BE PROVIDED]

Schedule 2 Tender Submission

IN WITNESS whereof the parties hereto have caused their respective Common Seals to be hereunto affixed (or have hereunto set their respective hands and seals) as deed the day and year first above written.

THE COMMON SEAL of

The **District Council of**

Sevenoaks was hereunto

affixed in the presence of:

Authorised Signatory

Authorised Signatory

Signed as a Deed by

[CONSULTANTS] acting by and

Under the signatures of:-

Signature of Director:

Name of Director:

Signature of Director / Company Secretary:

Name of Director / Company Secretary:

Role (please delete as appropriate): Director / Company Secretary