

**The design and printing of Sevenoaks District Council’s ‘In Shape’ magazine**

**4 Appendix - Form of Agreement**

***(For information only – please do not complete or return to the Council)***

16 May 2022

**THIS AGREEMENT** is made the day of 2022

BETWEEN:

(1) **THE DISTRICT COUNCIL OF SEVENOAKS** of Council Offices Argyle Road Sevenoaks Kent TN13 1HG (hereinafter called “the Council”)

and

(2)

of (hereinafter called “the Contractor”)

## Recitals

A. The Council requires the preparation design and printing of its periodic magazine (hereinafter called **“the Council’s Magazine”**)

## Definitions

* 1. The following terms shall have the following meanings:

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| --- | --- |
| **Commencement Date** | The day of 2022 |
| **Conditions** | The conditions herein contained and the Specification detailed in Schedule 1 hereof and the production and distribution schedule referred to Schedule 2 together with the Tender attached to the document headed “design and printing of Sevenoaks District Council’s ‘In Shape’ magazine” and the “mini brief” which shall be incorporated into this Agreement in their entirety |
| **Contract Standard** | Means the standard as set out in clause 3.1 |
| **Contract Sum** | Means the sum payable for the Service from time to time in accordance with the Form of Tender annexed hereto and Lot [1 or 2] in that document |
| **Contract Term** | Means from the Commencement Date until the Expiry Date or as may be extended at the sole discretion of the Council for a maximum of two further 12 month periods (to be notified in writing prior to the commencement of the extension) |
| **Expiry Date** | The day of 2024 |
| **The Council’s Magazine** | Periodical magazine issued by the Council containing information relating to the business of the Council and general matters and paid for adverts supplied by the Council |
| **Production Schedule** | “Example” production schedule is contained in Schedule 2 hereof |
| **The Service** | The preparation design and printing of the Council’s Magazine in accordance with the Contract Standard and the provisions herein contained |
| **Specification** | As detailed in Schedule 1 hereto in accordance with Lot [1 or 2] |
| **Supervising Officer** | Shall be the Communication and Consultation Manager for the time being of the Council or such other representative appointed by the Council to act in the name of the Council for the purposes of this Agreement |
|  |  |

## Appointment

* 1. The Council appoints the Contractor to prepare design and print the Council’s Magazine in accordance with the terms and conditions hereinafter contained.
  2. In consideration of the Contractor agreeing to provide the Service for the Contract Term (including any extension of the term), the Council agrees to pay the Contract Sum in accordance with this Agreement

## Contract Obligations

Service to be provided by the Contractor

* 1. The Contractor shall prepare design and print the Council’s Magazine to a style quality and standard in accordance with the Specification and provisions hereof PROVIDED ALWAYS that quality of presentation and production of any issue of the Council’s Magazine and its subsequent delivery shall be in accordance with the provisions of this Agreement.
  2. The Contractor will design and print the Council’s Magazine from the draft layout text photos and other illustrations supplied by the Council’s Supervising Officer in accordance with the Specification (as may be varied from time to time).
  3. It is hereby agreed that the Supervising Officer may make initial alterations/corrections to any issue of the Council’s Magazine at the proof stages (identified in schedule 2) and the Contractor shall arrange for such alterations and corrections to be made it also agreed that the Supervising Officer will finally approve any issue of the Council Magazine at the final colour proof stage prior to the arranging of such issue to be printed.
  4. The Contractor shall produce approximately 57,000 copies of each issue of the Council’s Magazine for the Contract Sum Provided always that the Supervising Officer may vary the number of issues to be printed in accordance with the instructions to be given at the printing stage (as specified in the Production Schedule).
  5. The Contractor will prepare up to four issues of the Council’s Magazine per year during the Term which will be published and delivered as and when required by the Supervising Officer in accordance with the Production Schedule to be mutually agreed in advance between the Contractor and the Supervising Officer.
  6. The Contractor will produce additional issues of the Magazine for the Contract Sun as and when required by the Supervising Officer.

Delivery

* 1. The Contractor hereby agrees to deliver the Magazine on the delivery date agreed between the parties hereto (in accordance with the provisions of the Production Schedule and the terms and conditions of this Agreement) as follows:
     1. 1,000 copies of the Magazine shall be delivered to the Council Offices in Sevenoaks
     2. 4,000 copies of the Magazine shall be delivered to a local mailing company
     3. 52,000 copies shall be delivered to a local Royal Mail distribution centre and
     4. To indemnify and keep indemnified the Council from and against any and all loss liability suffered and any costs incurred by the Council if, due to the fault of the Contractor, the Contractor does not adhere to the delivery date specified for delivery in accordance with the provisions of this Clause then the Contractor shall pay to the Council when so demanded the additional costs incurred from its Mail Delivery Company due to the late delivery of the Magazines by the Contractors and the Council may deduct such costs from any monies due to the Contractor

Delegation

* 1. Not to delegate any duties or obligations arising under this Agreement otherwise than may be expressly permitted under its terms

Indemnity

* 1. To indemnify and keep indemnified the Council from and against any and all loss damage or liability (whether criminal or civil) suffered and legal fees and costs incurred by the Council resulting from a breach of this Agreement by the Contractor

Insurance

* 1. To maintain at its own cost a comprehensive policy of insurance to cover the liability of the Contractor in respect of any act or default for which it may become liable to indemnify the Council under the terms of this Agreement

Notice

* 1. To comply with the terms of any Notice specifying a breach of the provisions of this Agreement and requiring the breach to be remedied so far as it may be but nothing in this clause is intended to require the Council to serve notice of any breach before taking action in respect of it

## Payments

* 1. Where the Contractor submits an invoice to the Council, the Council will consider and verify that invoice in a timely fashion.
  2. The Council shall pay the Contractor any sums due under such an invoice no later than a period of 30 days from the date on which the Council has determined that the invoice is valid and undisputed.
  3. Where the Council fails to comply with paragraph 1 and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of paragraph 2 after a reasonable time has passed.
  4. Where the Contractor enters into a Sub-Contract, the Contractor shall include in that Sub-Contract:
     1. provisions having the same effect as clauses 5.1-3 of this Agreement; and
     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 clauses 5.1-4 of this Agreement.
  5. In clause 5.4, “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.

## VAT

* 1. All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other duties or taxes
  2. Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums

## Price Review

* 1. The Contract Sum shall apply for the first 12 months following the Commencement Date and for remainder of the Contract Term unless clause 6.2 applies.
  2. In the event that either party serves notice to the other under this clause, the parties undertake to enter into good faith negotiations with each other to agree a variation in the Contract Sum to take account of changes in cost for materials, services and utilities.
  3. No change in the Contract Sum may take effect prior to the first anniversary of the Commencement Date and no more than one change in Contract Sum may take effect within any twelve month period.
  4. If the Parties are unable to agree a variation in the Contract Sum in accordance with clause 6.2 then:
     1. The parties may agree to refer the issue for independent arbitration by a person to be appointed by the President of the Law Society (or another person as may be agreed between the parties); or
     2. The Agreement shall be terminated upon 1 month’s notice (not to take effect prior to the first anniversary of the Commencement Date)
  5. Any increase in the Contract Price pursuant to clause 6.2 shall not exceed the percentage change in the Office of National Statistics’ Consumer Prices Index (CPI).

## Title

* 1. Title shall pass on delivery of the Goods to the Council.

## Termination

* 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:
     1. The Contractor 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.
     2. The Contractor 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.
     3. There is a change in control of the Contractor.
  2. 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.
  3. The termination or coming to an end of this Agreement shall be without prejudice to any claims for prior breach of this Agreement and all of the Conditions which expressly or impliedly have effect after termination of this Agreement for any reason will continue to be enforceable notwithstanding such termination or coming to an end.
  4. Should this Agreement be terminated for any reason by the Council prior to its intended Expiry Date then the Council reserves the right to recover the full costs of the retendering process from the Contractor.
  5. On termination the Council shall have power to take possession of the items specified in Clause 3 and either complete the work itself or enter into a new Agreement with some other person or firm for its completion without prejudice to their rights to recover from the Contractor such damages under the Agreement for any loss sustained by it due to the Contractor’s default.

## Gratuities

* 1. The Contractor or his employees whether by itself or its employees or sub-contractors (if any) shall not accept any gratuity tip or other form of money taking or reward collection or charge for any part of the Service to be provided hereunder or accept any money or reward for such Service other than charges or rewards specifically agreed beforehand with the Council

## Bribery and Corruption

* 1. The Council shall be entitled to determine the Agreement and to recover from the Contractor the amount of any loss or damage resulting from such cancellation if:
     1. the Contractor shall have offered or given or agreed to give to any person any gift consideration inducement or reward of any kind for doing or not doing any action in relation to this Agreement or any other Agreement/Contact with the Council; or
     2. the likes acts shall have been done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor); or
     3. in relation to any Agreement/Contract with the Council the Contractor or person employed by it or acting on its behalf shall: have committed any offence under the Prevention of Corruption Acts 1889 to 1916; or have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972
     4. 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
     5. comply with the Council’s Anti-Corruption and Bribery Policy
     6. promptly report to the Councils any request or demand which if complied with would amount to a breach of either this Agreement or the Council’s Anti-Corruption and Bribery Policies
     7. 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 Contractor in this clause
  2. Breach of this clause shall be deemed a material breach of this Agreement entitling the Council to terminate it immediately.

## Confidentiality

* 1. A party (receiving party) shall keep in strict confidence and not use or exploit in any way except for or in connection with the purpose of discharging the receiving party's obligations under the Agreement, all confidential or proprietary information which is disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, including any other confidential information concerning the disclosing party's business, its products or its services which the receiving party may obtain. The obligations under this clause shall continue for a period of 5 years from the Commencement Date.
  2. The receiving party shall only disclose such confidential information to those of its employees or agents who need to know the same for the purpose of discharging the receiving party's obligations under the Agreement, and shall ensure that such employees, agents or subcontractors shall keep such information confidential as if they were the receiving party. Any other disclosure can only be made with the disclosing party’s prior written consent.
  3. Each party may disclose the confidential information to the minimum extent required by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body or the laws or regulations of any country with jurisdiction over it (provided, in the case of a disclosure under the Freedom of Information Act 2000, none of the exemptions to that Act applies to the disclosed information).

## Data Protection

* 1. Both Parties to this Agreement shall ensure at all times that they comply with all relevant requirements under the EU General Data Protection Regulation 2016/679 (“GDPR”), any laws implementing or supplementing the GDPR and all applicable law relating to personal information (together referred to as the “Data Protection Requirements”). 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.
  2. The Service Provider warrants that it will duly observe all its obligations under the Data Protection Requirements 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.
  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.
  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.

## Freedom of Information

* 1. The Contractor 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 Contractor ’s expense) to enable the Council to comply with these information disclosure requirements.
  2. The Contractor shall and shall ensure that any agreed sub-contractors shall: -
     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
     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.
  3. The Council shall be responsible for determining at its absolute discretion whether:-
     1. The information is exempt from disclosure under the Code of Practice on Access to Government Information the FOIA and the Environmental Information Regulations;
     2. The information is to be disclosed in response to a request for information, and in no event shall the Contractor respond directly to a request for information unless expressly authorised to do so by the Council.
  4. The Contractor 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:-
     1. Without consulting with the Contractor or
     2. Following consultation with the Contractor and having taken its views into account.
  5. The Contractor shall ensure that all information produced in the course of the Agreement or relating to the Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time. The Contractor 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.

## Diversity Equal Opportunities and Social Value

* 1. Throughout the duration of this Agreement the Contractor 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.
  2. The Contractor shall operate an equal opportunities policy and warrants that this policy shall comply with all relevant law. A copy of the Contractor’s policy shall be made available on request by the Council.
  3. If any Court or tribunal or the Equality and Human Rights Commission should make any finding of unlawful discrimination against the Contractor the Contractor shall take all necessary steps to prevent recurrence of such unlawful discrimination.
  4. The Contractor will be required to notify the Council of the finding and provide full details of the steps taken to prevent such recurrence as aforesaid.
  5. The Contractor’s equal opportunities policy shall be set out in any instructions circulated to those members of the Contractor’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 Contractor 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.
  6. The Contractor shall take all reasonable steps to secure that all of its employees do not unlawfully discriminate and comply with the Contractor’s obligations under this Clause.
  7. In the performance of the Services and in its dealings with service users, the Council’s employees and members of the general public the Contractor shall comply and shall ensure that its employees comply with:
     1. the Human Rights Act 1998 as if the Contractor was a public body (as defined in the Human Rights Act 1998);
     2. all law relating to equal opportunities including without limitation relating to disability, discrimination, sex discrimination, and race relations;
     3. the Council’s equal opportunities (“Equalities”) policies and procedures as may be adopted and amended from time to time and as notified to the Contractor; and
     4. the Public Services (Social Value) Act 2012.

## Health & Safety

* 1. The Contractor shall comply with the provisions of the Health and Safety at Work Act (1974) and in particular the duties imposed upon all employers to make provision for securing the health, safety and welfare of their employees and to their obligation to conduct their undertaking in a manner which will ensure that any non-employee who may be affected, is not exposed to risk.
  2. The Contractor shall also ensure that all his employees are fully conversant with, and operate under the relevant safety measures which appertain to their particular trades or skills, and that all employees are aware that they themselves have statutory duties under the provisions of the said Act, to take reasonable care of their own health and safety and that of any other person or persons who may be affected by their actions whilst at work and have a duty to co-operate with the Contractor in the exercise and fulfilment of the Contractor 's statutory obligations set out in the said Health and Safety at Work Act.
  3. The Contractor shall ensure the continuance of safety at any site at which work is being carried out by him, or on his behalf. This shall include the provision and use of necessary signing and guarding and protection of the public. On the highway guarding and signing shall be in accordance with the Road and Street Works Act 1991. The Contractor shall comply with the Health and Safety at Work etc. 1974. In particular, undertake, and ensure that all employees and sub-contractors comply with this clause.
  4. If during the performance of the supply the health and safety of any person is endangered then the Contractor shall cease delivery and take immediate steps to remedy that situation and ensure there is no repetition.
  5. To comply with statutory requirements, the Contractor must use products, methods of work and protective measures which will minimise risks to the health and safety of the workforce and others affected by the delivery of the supply.

## Severance

* 1. In the event that any provision of this Agreement shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable in any way such invalidity or unenforceability shall in no way impair or affect any other provision of this Agreement all of which shall remain in full force and effect

## Copyright

It is acknowledged and confirmed by the Contractor 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

## Third Party Rights

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

## Warranty

* 1. Each of the parties warrants its power to enter into this Agreement.

## Force Majeure

* 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).

## Change of Address

* 1. Each of the parties shall give notice to the other of the change or acquisition of any address or email or telephone number at the earliest possible opportunity but in any event within 48 hours of such change of acquisition

## Notices

* 1. Any notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery, special delivery or signed post to the address of the relevant party shown at the head of this Agreement or by email (without an automated response stating that the account is no longer used or monitored) and shall be deemed to have been received by the addressee within 72 hours of posting or 24 hours if sent by email to the correct e-mail of the relevant party

## Headings

* 1. Headings contained in this Agreement are for reference purposes only and should not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses to which they relate

## Joint and Several

* 1. All Agreements on the part of either of the parties which comprise more than one person or entity shall be joint and several and the neuter singular gender throughout this Agreement shall include all genders and the plural and the successor in title to the parties
  2. **No partnership or agency**
  3. Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
  4. Nothing in this Agreement shall be taken to create any relationship of employment or servant between the Council and the Contractor. The Contractor shall bear exclusive responsibility for the payment of his national insurance contributions as a self-employed person and for discharge of any income tax and VAT liability arising out of remuneration for the work performed under this Agreement.

## Entire agreement

* 1. The Agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

## Governing Law and Jurisdiction

* 1. The Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

## Rights Cumulative

All rights granted to either of the parties shall be cumulative and no exercise by either of the parties of any right under this Agreement shall restrict or prejudice the exercise of any other right granted by this Agreement or otherwise available to it

## Survival of Terms

* 1. No term shall survive expiry or termination of this Agreement unless expressly provided

## Waiver

* 1. A waiver of any right or remedy under the Agreement or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Agreement or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy.

## Costs

* 1. Each of the parties shall pay any costs and expenses incurred by it in connection with this Agreement

## The Council’s Right to Assign

* 1. This Agreement and all rights under it may be assigned or transferred by the Council

## No Assignment or Sub-Contracting by the Contractor

* 1. The Contractor shall not sub-contract any of its rights or duties under this Agreement in respect of the designing of the Council’s Magazine provided always the Contractor may sub-contract the following matters:
     1. printing; and
     2. delivery in respect of any issue on the Council’s Magazine

provided always it is agreed that in the event that Supervising Officer is not satisfied with any of the sub-contractors used by the Contractor the Contractor will terminate any arrangements between the Contractor and sub-contractor in respect of any work relating to this Agreement upon the written request of the Supervising Officer

* 1. Where the Contractor enters into a Sub-Contract, the Contractor shall include in that Sub-Contract:
     1. Provisions having the same effect as clause 9 of this Agreement; and
     2. A provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect the terms of this Agreement
     3. In this 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

AS WITNESS whereof the parties hereto have executed this contract as a Deed the day and year first before written

**SCHEDULE 1**

**SPECIFICATION**

The Contractor hereby agrees that the Council’s Magazine will be produced in accordance with the provisions of this Agreement and that each issue will include:

i. up to five proofs (to be sent by e-mail in pdf form in accordance with the Production Schedule)

ii. full colour throughout

iii. the creation of charts and graphs as required

iv. inclusion of paid-for adverts provided by the Council. These may be as finished artwork to as copy and images that will need to be laid out by the successful contractor

v. the Council’s Magazine will be a quality periodical Magazine of 24 A4 pages bound together with two staples or by glue and printed in four colour process on 75gsm environmentally friendly paper/carbon neutral paper

vi. any other matters/material that may be reasonably required by the Council

and the Contractor HEREBY AGREES that the Supervising Officer may vary/alter the Specification by notice in writing to the Contractor and such variation and/or alteration will be deemed to form part of the terms hereof

**SCHEDULE 2**

## Sample In Shape production and distribution schedule

|  |  |
| --- | --- |
| **Timescale** | **Activity** |
| Week 1 | Request copy |
| Week 2 |  |
| Week 3 | Amend and write articles |
| Week 4 | Email assets to designer |
| Week 5 | Successful company to produce 1st proof and email to SDC  Amend 1st proof and return to designer |
| Week 6 | Successful company to produce 2nd proof and email to SDC  Amend 2nd proof and return to designer |
| Week 7 | Successful company to produce 3rd proof and email to SDC  Amend 3rd proof and return to designer |
| Week 8 | Successful company to produce 4th proof  Amend final proof return to designer |
| Week 9 | Successful company to produce final proof. The Council may request a hard copy print quality proof to be delivered to its offices  Approval of final proof |
| Week 10 | Successful company to print |
| Week 11 | Successful company to deliver bundles of In Shape to a local Royal Mail distribution centre, a local mailing house and the Council’s offices in Sevenoaks |
| Week 12 | In Shape delivered to residents |