INVITATION TO QUOTE

Gypsy, Traveller and Travelling Showpeople Accommodation Needs Assessment (GTAA)

Consultant brief

Cannock Chase District Council

August 2018
1. Introduction

1.1 Cannock Chase District Council (CCDC) wishes to invite suitably experienced and qualified consultants to undertake an update to its Gypsy, Traveller and Travelling Showpeople Accommodation Needs Assessment (GTAA) for the District in accordance with national policy, relevant national guidance and best practice. This will form an integral part of the evidence base to underpin new housing-related policies in the Local Plan.

2. Background

Local Context

2.1 Cannock Chase is a semi-rural district covering an area of circa 7,800 hectares on the northern edge of the West Midlands conurbation and has a population of approximately 98,500. It is made up of 3 principal urban areas (Cannock, Hednesford, Heath Hayes; Rugeley and Brereton; and Norton Canes) with a number of smaller freestanding villages. Cannock Chase is 60% Green Belt with the urban area boundaries being tightly defined by the existing Green Belt. Around 40% of the District is also designated as an Area of Outstanding Natural Beauty.

2.2 Cannock Chase Council is one of nine authorities in Staffordshire and of those adjoins Lichfield District, South Staffordshire District and Stafford Borough Council. The district is adjacent to the West Midlands conurbation and historically has had strong links with some of the adjoining Black Country authorities as well as the adjoining Staffordshire authorities.

2.3 Cannock Chase is largely suburban and semi-rural in character. In relation to Gypsy, Traveller and Travelling Showpeople, there are a number of sites accommodating local family accommodation needs within the district including permanent and transit pitches and travelling showpeople plots. The district benefits from good road and rail links with the West Midlands and other parts of the country, including the A5, M6 Toll as well as the ongoing electrification of the Chase Line railway.

Adopted Local Plan (Part 1) and ceased Local Plan (Part 2)

2.4 CCDC adopted its Local Plan (Part 1) in June 2014. This sets out the vision and spatial strategy for the district up to 2028, including strategic policies for housing and gypsy, traveller and travelling showpeople accommodation requirements (alongside other key policy areas). The allocation of sites and more detailed development management policies were to be considered via a

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Local Plan (Part 2). CCDC consulted on an Issues and Options Local Plan (Part 1) in January-March 2017. However, CCDC has since decided to cease work on its Local Plan (Part 2) in favour of commencing a full Local Plan review. This decision was primarily influenced by the raft of changes being proposed at the national level, including changes to policy and the new legal requirement to review Local Plans every five years (please see the relevant Council report for further details).

2.5 Policy CP7 of the Local Plan (Part 1) identifies a requirement for the provision of 41 permanent gypsy and traveller pitches, 5 transit pitches and 4 travelling showpeople plots (for the period 2012-2028, with a trajectory for five year periods). This policy also identifies an ‘Area of Search’ within the District for new sites, based upon existing provision and travel patterns (along the A5 corridor- set out on the Local Plan (Part 1) Key Diagram). The existing evidence base for the Local Plan (Part 1) requirements is available to view online. The primary source of evidence is the Cannock Chase District Gypsy and Traveller Accommodation Assessment (2012). The Council monitors the delivery of the requirements via its annual Authority Monitoring Report- latest version available online. The Design Supplementary Planning Document (SPD- 2016) provides guidance on layout and design of new pitches and plots.

Local Plan Review and evidence base

2.6 CCDC intends to adopt its updated Local Plan by September 2021. The Council has recently consulted upon its Local Plan Review (Issues and Scope) document (July-August 2018) which is seeking views on what issues the Local Plan Review needs to address and asks what options may need to be considered. It also sets out where the Council believes evidence needs to be updated, or where new evidence is required. The next step will be to consult upon an Issues and Options document in February/March 2019. As a result our evidence gathering for the review is now underway.

2 https://www.cannockchasedc.gov.uk/sites/default/files/local_plan_part_2_issues_and_options_final_0.pdf
3 https://www.cannockchasedc.gov.uk/sites/default/files/11-revised_lds_and_local_plan_review_rpt_cab_250118.pdf
5 https://www.cannockchasedc.gov.uk/residents/planning/planning-policy/planning-policy-monitoring
6 https://www.cannockchasedc.gov.uk/residents/planning/planning-policy/supplementary-planning-policy-documents
2.7 The Local Plan Review consultation currently sets out the issues in relation to meeting the accommodations needs of the gypsy, traveller and travelling showpeople communities particularly the continued lack of available sites.

3. **Scope, Methodology and Specification**

3.1 The National Planning Policy Framework (NPPF) (para 61) and the Planning Policy for Travellers Sites require an assessment of traveller needs to inform local planning policies. The Housing Act (1985, as amended) also requires local authorities to assess the needs of caravan dwellers. The purpose of the GTAA is to have up to date and robust evidence to inform policy options for meeting accommodation needs in the Local Plan review. The study should focus on the district of Cannock Chase Council. As part of this analysis it may be appropriate to identify other authorities with strong links in terms of gypsy, traveller and travelling showpeople accommodation needs to Cannock Chase District. Consultation with neighbouring authorities should be undertaken, where appropriate, in order to gain a comprehensive understanding of any cross boundary issues arising.

3.2 The methodology should have regard to the existing GTAA (2012) and provide an update to its conclusions. The assessment should be undertaken in accordance with the relevant national policy, guidance and best practice (taking account of any changes/updates to national policy and guidance). Consultants should clearly set out their proposed methodology for undertaking the assessment and specify how this accords with national policy and best practice, including proposals for consultation with the local community and relevant organisations, as appropriate (such as gypsy and traveller liaison groups). The need for any locally provided data (i.e. from CCDC) should be clearly identified.

3.3 Based on this, the GTAA should set out a clear assessment for Cannock Chase District for gypsy, traveller and travelling showpeople accommodation needs. At present the Council is proposing that the Local Plan Review plan period should be 2016-2036; however this is subject to consultation. The accommodation needs assessment should therefore work on the basis of a plan period 2016-2036, but the consultants methodology should also be flexible to account for different/additional periods for sensitivity testing (e.g. an additional five years, up to 2041).

3.4 The assessment should also provide recommendations for Local Plan policy, including commentary upon the continued appropriateness of the defined ‘Area of Search’ for new sites (along the A5 corridor).
4. **Key outputs**

4.1 (1) Produce an updated Gypsy, Traveller and Travelling Showpeople Accommodation Needs Assessment (GTAA) which sets out a clear analysis of the accommodation needs within Cannock Chase District and recommendations for Local Plan policy options to address these needs, including commentary on an appropriate ‘Area of Search’ for new sites.

The draft and final reports along with any supporting data should be presented in the following formats and quantity:

- The draft and final reports should be A4 colour. 1 draft report in hard copy and 3 final reports in hard copy. A non-technical summary of the report should also be provided.
- Consultants should send the report in either MS Word or Adobe Acrobat readable format. 1 electronic version of draft and final reports.
- All forecast data to be provided.

5. **Project management**

5.1 The appointed consultant will:

i) Meet with the project team for an inception meeting to discuss the brief and confirm working arrangements.
ii) Feedback to officers on the draft needs assessment.
iii) Meet with the project team to discuss the final draft report prior to producing the final report.
iv) The study must be capable of withstanding scrutiny through an Inquiry or Public Examination as part of the Local Plan process (as well as scrutiny via the Development Management process).
v) If necessary, the consultants should be prepared to defend the study at Public Examination or Inquiry, including supporting the Council in the preparation of Hearing Statements and attending hearing sessions if required.
vi) The consultant should ensure that the study is fully compliant with the Equality Act, General Data Protection Regulation, Freedom of Information and any other statutory requirements.

6. **Timescale**

6.1 The anticipated programme for the quotation process is set out in the table below. This is an indicative timescale and the Council would welcome any suggested amendments in order to meet the brief requirements. Submissions in response to this brief should indicate any proposed variations to the suggested programme:
<table>
<thead>
<tr>
<th>Item</th>
<th>Suggested Dates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitations to quote sent out</td>
<td>23\textsuperscript{rd} August 2018</td>
</tr>
<tr>
<td>Quote return deadline</td>
<td>21\textsuperscript{st} September 2018</td>
</tr>
<tr>
<td>Successful consultant notified by</td>
<td>October 2018</td>
</tr>
<tr>
<td>Inception meeting with successful consultants</td>
<td>October 2018</td>
</tr>
<tr>
<td>Undertake research and feedback to officers on objectively assessed employment land requirement</td>
<td>October 2018-February 2019</td>
</tr>
<tr>
<td>Prepare draft report</td>
<td>February 2019</td>
</tr>
<tr>
<td>Meeting with Project team to discuss draft report (if required)</td>
<td>February 2019</td>
</tr>
<tr>
<td>Produce final report</td>
<td>March 2019</td>
</tr>
</tbody>
</table>

7. **Insurance Requirements**

7.1 The provider must be able to demonstrate that they have adequate insurance cover:

Professional indemnity £ 5,000,000

Public Liability £10,000,000

Employers Liability £10,000,000

Failure to be able to demonstrate adequate cover will exclude your submission, meaning we will not be able to consider it further.

8. **Quotation and Financial Arrangements**

8.1 A written quotation shall be submitted and should exclude VAT, but include all expenses and disbursements incurred by the consultant in the delivery of the services set out in this brief. Submissions should provide a separate and clear cost for each element of the project, as appropriate.

8.2 The appointment will be subject to satisfactory performance by the appointed organisation and its staff. The Council reserves the right to terminate the appointment at any time and also to seek a change in the member(s) of staff allocated to the project after due discussion with the organisation.

8.3 Quotation to include:

i. Detailed proposal and methodology for the delivery of services to meet the requirements of the brief.

ii. Details of the proposed personnel who will deliver the services accompanied by a summary of the relevant curriculum vitae.
iii. Relevant project experience and appropriate work examples, including examples of defending such work at Examination in Public, Section 78 appeals, Public Inquiry.

iv. Background information on the consultant/consultancy including an organisation chart where appropriate.

v. A breakdown of proposed staff fees, expenses and disbursements and other costs for meeting the requirements of the brief (including number of days/hours spent on each part of the commission).

vi. Unit rates for fees by personnel and expenses which will apply to any additional work commissioned, including rates for defending work in writing and in person at Examination in Public.

vii. Comments from two referees re previously completed projects (involving comparable work).

viii. Declaration of any conflicts of interest.

ix. Evidence of Professional Indemnity, Employer’s and Public Liability Insurance.

9. **Budget and Payment Arrangements**

9.1 Whilst we have not specified budget details in this brief, consultants should be aware we will be unable to consider quotations of £50,000 or more. Going above this threshold engages a different set of financial regulations for which a formalised tender process will be required and for which quotations exceeding this limit would have to be rejected. However, given the nature of the work we require, we would not anticipate any bids being submitted which are even close to this threshold. Consultants should be minded to understand that the Council is operating in times of severe financial restraint when submitting their quotation, and will be seeking to achieve best value in terms of both price and quality of the submission as set out in the section on Evaluation.

9.2 Payment will be subject to the satisfactory completion of each stage of the project. Submissions should provide a separate and clear cost for each stage of the project accordingly.

10. **Evaluation**

Submissions should include information in the table below

Quotations will be evaluated on the basis of the Quality (60%) and Price (40%).
Quality and Price Criteria

<table>
<thead>
<tr>
<th>Criteria</th>
<th>Weighting %</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) Your approach to this project and in particular your understanding of the scope, Consultants Brief and your methodology, to meet the requirements of the brief (understanding of scope, project brief, issues and requirements, including local knowledge)</td>
<td>10%</td>
</tr>
<tr>
<td>(B) Your knowledge of relevant guidance and best practice</td>
<td>10%</td>
</tr>
<tr>
<td>(C) Track Record – details of relevant experience in the preparation of similar studies and strategy/ policy development within the last 3 years.</td>
<td>10%</td>
</tr>
<tr>
<td>(D) Specific technical skills including names of people directly involved with this appointment, their roles and responsibilities in relation to this study and hourly rates and costs</td>
<td>10%</td>
</tr>
<tr>
<td>(E) Your consultation and engagement strategy</td>
<td>10%</td>
</tr>
<tr>
<td>(F) Evidence of clear and achievable Project Plan identifying sequence of work and critical path activities</td>
<td>10%</td>
</tr>
<tr>
<td>Price – 40% to the lowest price submission with the other scores allocated on a %, based on their proximity to the lowest bid</td>
<td>40%</td>
</tr>
</tbody>
</table>

Quality Scoring Mechanism

Scoring Grid - the District Council uses a rating or scoring grid that works by scoring the supplier’s submission against the standards set. Scoring systems give a score for the supplier’s ability to meet each of the District Council’s non-priced criteria. All answers are scored as follows unless further defined in the Questionnaire: -
<table>
<thead>
<tr>
<th>Category</th>
<th>Definition</th>
<th>Score</th>
<th>Range</th>
</tr>
</thead>
<tbody>
<tr>
<td>(A) Unacceptable</td>
<td>No response to the question or the response is highly inaccurate.</td>
<td>0</td>
<td></td>
</tr>
<tr>
<td>(B) Poor</td>
<td>Limited response provided, or a response that is inadequate, substantially irrelevant, inaccurate or misleading or only partially addresses the question.</td>
<td>1</td>
<td></td>
</tr>
<tr>
<td>(C) Acceptable</td>
<td>An acceptable response submitted in terms of the level of detail, accuracy and relevance. The response is good but there are either some omissions of important factors or negative indications that reduce the extent to which the project aims will be achieved.</td>
<td>2</td>
<td></td>
</tr>
<tr>
<td>(D) Good</td>
<td>A comprehensive response submitted in terms of detail and relevance and clearly meets the project aims with no negative indications or inconsistencies.</td>
<td>3</td>
<td></td>
</tr>
<tr>
<td>(E) Excellent</td>
<td>An excellent response that exceeds the project aims with no negative indications or inconsistencies</td>
<td>4</td>
<td></td>
</tr>
</tbody>
</table>

Please note, the Council is not obliged to accept the lowest priced quotation. If deemed necessary, interviews may be held and/or references taken up to assist in procuring the preferred contractor.

11. Date for return of Quotations

Submissions should be received no later than **12 noon on 21st September 2018**.

Consultants are advised that submissions can be sent via email only to Sarah Jones, cc’d to Clare Eggington (see contact details below). Any hard copies sent by post should be in a sealed envelope endorsed with the words “Quote for GTAA 2018” made out to the below address.
Contact for queries:

Sarah Jones/Clare Eggington/Louise Tandy
Planning Policy
Cannock Chase Council
PO BOX 28
Beecroft Road
Cannock
WS11 1BG

01543 464494/4326/4348

sarahjones@cannockchasedc.gov.uk
clareeggington@cannockchasedc.gov.uk
louisetandy@cannockchasedc.gov.uk
CONSULTANCY AGREEMENT FOR XXXXXXXX

between

[NAME OF COUNCIL] COUNCIL

and

PARTY 2
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SCHEDULE 1 THE CLIENT’S INVITATION TO QUOTE & SPECIFICATION
SCHEDULE 2 THE CONSULTANT’S PROPOSAL
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THIS AGREEMENT is dated [DATE] 201

PARTIES

(1) [COUNCIL NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED ADDRESS] (the “Client”).

(2) [CONSULTANT NAME] incorporated and registered in England and Wales with company number [NUMBER] whose registered office is at [REGISTERED ADDRESS] (the “Consultant”).

AGREED TERMS

1. INTERPRETATION

1.1 The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Commencement Date: [DATE]

Client Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the affairs of the Client and any equipment, keys, hardware or software provided for the Consultant’s use by the Client during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant on the Client or the Consultant's computer systems or other electronic equipment during the Engagement.

Confidential Information: 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, products, affairs and finances of the Client the time being confidential to the Client trade secrets including, without limitation, technical data and know-how relating to the Business of the Client or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts, including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with the Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

Data Controller: shall have the same meaning as set out in the Data Protection Legislation.

Data Processor: shall have the same meaning as set out in the Data Protection Legislation.

Data Protection Legislation: the UK Data Protection Legislation and (for so long as and to the extent that the law of the European Union has legal effect in the UK) the GDPR and any other directly applicable European Union regulation relating to privacy.
Data Subject(s): shall have the same meaning as set out in the Data Protection Legislation.

Engagement: the engagement of the Consultant by the Client on the terms of this agreement.

Fee: means the fee of £[FIG] as detailed in the Consultant’s Proposal at Schedule 2.

Force Majeure Event: includes acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Consultant, the Consultant’s Personnel or any other failure in the Consultant’s supply chain.


Insurance Policies: means the insurance policies detailed in clause 11.

Intellectual Property Rights: patents, copyright and related rights, moral rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Personal Data: shall have the same meaning as set out in the Data Protection Legislation.

Personnel: all employees, staff and agents of the Consultant who are engaged in the provision of the Services.

Pre-Contractual Statement: any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Engagement other than as expressly set out in this agreement or any documents referred to in it.

Services: the services provided by the Consultant in a consultancy capacity for the Client as more particularly described in 01.

Sub-Contract: any contract between the Consultant and a third party pursuant to which the Consultant agrees to source the provision of any of the Services from that third party.

Sub-Contractor: the contractors that enter into a Sub-Contract with the Consultant.

Termination Date: the date of termination of this agreement, howsoever arising.

UK Data Protection Legislation: any data protection legislation from time to time in force in the UK including the Data Protection Act 1998 or 2018 or any successor legislation.

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materi-
als in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.

1.3 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.

1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.

1.6 The Schedules to this agreement form part of (and are incorporated into) this agreement.

2. **TERM OF ENGAGEMENT**

2.1 The Client shall engage the Consultant and the Consultant shall provide the Services on the terms of this agreement.

2.2 The Engagement shall commence on the Commencement Date and shall expire automatically upon completion of the Services, unless it is otherwise terminated:

   (a) as provided by the terms of this agreement; or

   (b) by either party giving to the other not less than four (4) weeks' prior written notice.

3. **DUTIES AND OBLIGATIONS**

3.1 During the Engagement the Consultant shall:

   (a) provide the Services with all due care, skill and ability and use its best endeavours to promote the interests of the Client; and

   (b) promptly give to the Client all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services.

3.2 If the Consultant is unable to provide the Services, the Consultant shall advise the Client of that fact as soon as reasonably practicable. For the avoidance of doubt, no fee shall be payable in accordance with clause 4 in respect of any period during which the Services are not provided.
3.3 The Consultant shall use reasonable endeavours to ensure that Personnel are available at all times on reasonable notice to provide such assistance or information as the Client may require.

3.4 Unless specifically authorised to do so by the Client in writing, the Consultant shall not:

(a) have any authority to incur any expenditure in the name of or for the account of the Client; or

(b) hold itself out as having authority to bind the Client.

3.5 The Consultant shall comply with all reasonable standards of safety and comply with the Client's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Client any unsafe working conditions or practices.

3.6 The Consultant shall comply with the Client's policies on use of information and communication systems, racial equality, anti-discrimination, anti-harassment and bullying.

3.7 The Consultant may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:

(a) the Client will not be liable to bear the cost of such functions; and

(b) at the Client's request the third party shall be required to enter into direct undertakings with the Client, including with regard to confidentiality.

3.8 The Consultant shall:

(a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Relevant Requirements");

(b) 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;

(c) promptly report to the Client 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; and

(d) ensure that all Personnel associated with the Consultant or other persons who are performing services in connection with this agreement comply with this clause 3.8.

3.9 Breach of clause 3.8 shall be deemed a material breach of this agreement and the Client shall be entitled to terminate this agreement with immediate effect in accordance with clause 12.1(b).
4. **FEES**

4.1 The Client shall pay to the Consultant the Fee, which shall be the full and exclusive remuneration of the Consultant in respect of the supply of the Services, [in accordance with the payment stages detailed in Schedule 3.] The Consultant shall submit to the Client a valid invoice [at each appropriate stage of the Services as detailed in Schedule 3.] for the Services during that [month] [particular stage].

4.2 Each invoice shall include such supporting information required by the Client to verify the accuracy of the invoice, including a breakdown of the Services provided during the invoice period and any VAT payable (if applicable).

4.3 In consideration of the provision of the Services during the Engagement, the Client shall pay each invoice submitted by the Consultant in accordance with clause 4.1 within thirty (30) days of receipt.

4.4 The Client shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to the Client at any time.

4.5 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 14. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until the earlier of thirty (30) days after resolution of the dispute between the parties.

4.6 Subject to clause 4.5, interest shall be payable on the late payment of any undisputed charges properly invoiced under this agreement, the other party shall be entitled to charge interest on the unpaid amount specified in that invoice at the rate of 1% per annum over the base rate for the time being of the Bank of England from the due date until receipt of the amount. The Consultant shall not suspend the supply of the Services if any payment is overdue.

4.7 Payment in full or in part of the fees claimed under clause 4 shall be without prejudice to any claims or rights of the Client against the Consultant in respect of the provision of the Services.

5. **NOT USED**.

6. **OTHER ACTIVITIES**

Nothing in this agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

(a) such activity does not cause a breach of any of the Consultant's obligations under this agreement;
(b) the Consultant shall give priority to the provision of the Services to the Client over any other business activities undertaken by the Consultant during the course of the Engagement.

7. **CONFIDENTIAL INFORMATION**

7.1 The Consultant acknowledges that in the course of the Engagement he will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 7.

7.2 The Consultant shall not (except in the proper course of its duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

   a) any use or disclosure authorised by the Client or required by law; or

   b) any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

7.3 At any stage during the Engagement, the Consultant will promptly on request return all and any Client Property in its possession to the Client.

8. **DATA PROTECTION**

8.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 8 is in addition to, and does not relieve, remove or replace, a party’s obligations under the Data Protection Legislation. In this clause 8, **Applicable Laws** means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and **Domestic UK Law** means the UK Data Protection Legislation and any other law that applies in the UK.

8.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Client is the Data Controller and the Consultant is the Data Processor.

8.3 Without prejudice to the generality of clause 8.1, the Client will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Consultant for the duration and purposes of this agreement.

8.4 Without prejudice to the generality of clause 8.1, the Consultant shall, in relation to any Personal Data processed in connection with the performance by the Consultant of its obligations under this agreement:

   a) process that Personal Data only on the written instructions of the Client, unless the Consultant is required by Applicable Laws to otherwise process that Personal Data. Where the Consultant is so required, it shall promptly notify
the Client before processing the Personal Data, unless prohibited by the Applicable Laws;

(b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 the technical and organisational measures adopted by it;

(c) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

(i) the Client or the Consultant has provided appropriate safeguards in relation to the transfer;

(ii) the Data Subject has enforceable rights and effective remedies;

(iii) 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; and

(iv) the Consultant complies with the reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

(d) notify the Client immediately if it receives:

(i) a request from a Data Subject to have access to that person’s Personal Data;

(ii) a request to rectify, block or erase any Personal Data;
(iii) receives any other request, complaint or communication relating to either party’s obligations under the Data Protection Legislation (including any communication from the Information Commissioner);

(e) assist the Client in responding to any request from a Data Subject and in ensuring compliance with the Client’s obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

(f) notify the Client immediately and in any event within 24 hours on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement;

(g) at the written direction of the Client, delete or return Personal Data and copies thereof to the customer on termination or expiry of the agreement unless required by the Applicable Laws to store the Personal Data;

(h) maintain complete and accurate records and information to demonstrate its compliance with this clause 8 and allow for audits by the Client or the Client’s designated auditor.

8.5 The Consultant shall indemnify the Client against any losses, damages, costs or expenses incurred by the Client arising from, or in connection with, any breach of the Consultant’s obligations under this clause 8.

8.6 Where the Consultant intends to engage a Sub-Contractor pursuant to clause 23 and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:

(a) notify the Client in writing of the intended processing by the Sub-Contractor;
(b) obtain prior written consent to the processing;
(c) ensure that any Sub-Contract imposes obligations on the Sub-Contractor to give effect to the terms set out in this clause 8.

8.7 Either party may, at any time on not less than 30 Working Days’ written notice to the other party, revise this clause 8 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).
8.8 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

9. **INTELLECTUAL PROPERTY**

9.1 In the absence of prior written agreement by the Client to the contrary, all Intellectual Property created by the Consultant or any employee or agent of the Consultant:

   (a) in the course of performing the Services; or

   (b) exclusively for the purposes of performing the Services,

shall vest in the Client on creation.

9.2 The Consultant shall indemnify the Client against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Client's acts or omissions.

9.3 Neither party shall have any right to use the other party's name, logos or trade marks on any of its products or services without the other party's prior written consent.

9.4 The Consultant undertakes:

   (a) whenever requested to do so by the Client and in any event on the termination of the Engagement, promptly to deliver to the Client all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in the Consultant's possession, custody or power;

   (b) not to register nor attempt to register any of the Intellectual Property Rights in the Works unless requested to do so by the Client; and

   (c) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works has passed, or will pass, to the Client.

9.5 The Consultant warrants to the Client that:

   (a) permission will not be given to any third party to use any of the Works nor any of the Intellectual Property Rights in the Works;

   (b) it is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and

   (c) the use of the Works or the Intellectual Property Rights in the Works by the Client will not infringe the rights of any third party.
9.6 The Consultant agrees to indemnify the Client and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Client, or for which the Client may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works supplied by the Consultant to the Client during the course of providing the Services. The Consultant shall maintain adequate liability insurance coverage and ensure that the Client's interest is noted on the policy, and shall supply a copy of the policy to the Client on request. The Client may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

10. LIABILITY

10.1 The Consultant shall have personal liability for and shall indemnify the Client for any loss, liability, costs (including reasonable legal costs), damages or expenses arising in tort (including negligence), default or from any breach by the Consultant of the terms of this agreement, or of its Personnel or of any of its Sub-Contractors; and the Consultant shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.

10.2 Subject to clause 10.5, the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause, including reasonable legal costs, so that the total aggregate liability of the Consultant to the Client shall not exceed five million pounds (£5 million). This limitation shall apply to any and all liability or cause of action unless otherwise prohibited by law.

10.3 Neither party shall be liable to the other party (as far as permitted by Law) for indirect special or consequential loss or damage in connection with this agreement which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, goodwill or business opportunities whether direct or indirect.

10.4 Each party shall at all times take reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to this agreement.

10.5 Notwithstanding any other provision of this agreement neither party limits or excludes its liability for:

(a) fraud or fraudulent misrepresentation;

(b) death or personal injury caused by its negligence;

(c) breach of any obligation as to title implied by statute;

(d) breach of clauses 7, 8, 9 and 15 of this agreement; or
(e) any other act or omission, liability for which may not be limited under any applicable law.

11. INSURANCE

11.1 The Consultant shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the Client with the following minimum levels of cover:

(a) Professional Indemnity Insurance with a limit of indemnity of not less than £XX (XXX) million in respect of each and every claim and shall ensure that all Personnel involved in the provision of the Services hold and maintain appropriate cover;

(b) Employer’s Liability Insurance with a limit of indemnity of not less than £XX (XXX) million in respect of each and every claim; and

(c) Public Liability Insurance with a limit of indemnity of not less than £XX (XXX) million in respect of each and every claim.

11.2 The Consultant shall on request supply to the Client copies of such Insurance Policies and evidence that the relevant premiums have been paid.

11.3 The Consultant shall notify the insurers of the Client's interest and shall cause the interest to be noted on the Insurance Policies.

11.4 The Consultant shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Consultant is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant shall notify the Client without delay.

12. TERMINATION

12.1 Notwithstanding the provisions of clause 2.2, either party may terminate the Engagement with immediate effect by the service of written notice on the other party if at any time the other party:

(a) commits any gross misconduct affecting the affairs of the other party;

(b) commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the affected party; or

(c) commits any fraud or dishonesty or acts in any manner which is likely to bring the affected party into disrepute or is materially adverse to that party’s interests;

12.2 Notwithstanding the provisions of clause 2.2, the Client may terminate the Engagement with immediate effect with no liability to make any further payment to the Con-
sultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:

(a) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);

(b) is in the reasonable opinion of the Client negligent or incompetent in the performance of the Services;

(c) if a resolution is passed or an order is made for the winding up of the Consultant or the Consultant becomes subject to an administration order or a receiver or administrative receiver is appointed over or an encumbrance takes possession of any of the Consultant’s property or equipment, or is declared bankrupt;

(d) commits any breach of the Client's policies and procedures; or

(e) commits any offence under the Bribery Act 2010.

12.3 The rights of the parties under clause 12.1 are without prejudice to any other rights that they may have at law to terminate the Engagement or to accept any breach of this agreement on the part of the other party as having brought the agreement to an end. Any delay by a party in exercising its rights to terminate shall not constitute a waiver of these rights.

13. OBLIGATIONS ON TERMINATION

On the Termination Date the Consultant shall:

(a) immediately deliver to the Client all Client Property in its possession or under its control;

(b) irretrievably delete any information relating to the affairs of the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in the Consultant’s possession or under the Consultant’s control outside the premises of the Client. For the avoidance of doubt, the contact details of business contacts made during the Engagement are regarded as Confidential Information, and as such, must be deleted from personal social or professional networking accounts; and

(c) provide a signed statement that the Consultant has complied fully with its obligations under this clause 13.

14. DISPUTE
Any disputes which may arise as to the terms of this agreement shall be dealt with in accordance with the provision of this clause 14.

If any dispute arises between the parties in relation to this agreement, then either party may request the other to participate in a meeting of their respective senior managers, in order to discuss the dispute and to agree a strategy to resolve it. The Parties shall then liaise in good faith to arrange and implement the meeting within ten (10) working days and shall exchange statements at least three (3) clear working days prior to the date of the meeting, setting out their respective views of the issues, which are in dispute.

If, notwithstanding any steps taken by the parties pursuant to clause 14.2, the dispute between them remains unresolved within one (1) month of the date on which the dispute arose, then the matter shall be referred to the Executive Director of the respective parties, setting out the respective views of the issues and for the purpose of resolution of the dispute. If within fourteen (14) days, or such longer period as the parties may agree, of such request they fail to meet or resolve the dispute then clause 14.4 will apply.

If, notwithstanding any steps taken by the parties pursuant to paragraph 14.3, the dispute between them remains unresolved within the time period previously agreed then at the request of either party, the dispute shall be referred to an independent and professional mediator to be nominated without delay by agreement between the parties. Any such mediation shall be carried out in confidence and on a without prejudice basis in relation to any subsequent proceedings.

If notwithstanding the intervention of a mediator under paragraph 14.4, the parties fail to resolve the dispute between them within six (6) weeks of the appointment of the mediator, then either party may serve notice on the other to require the dispute to be referred to arbitration in accordance with the Arbitration Acts 1950 and 1996, as may be amended for re-enacted from time to time.

The mediator or arbitrator appointed under clauses 14.4 or 14.5 (as applicable) shall:

14.6.1 set a strict (but nevertheless fair) timetable, not exceeding two (2) months in its entirety, with which the parties must comply in order to secure a resolution of the dispute without undue delay or expense;

14.6.2 invite the parties (or their respective agents) to submit written representations to him to explain their respective cases in relation to the dispute;

14.6.3 disclose any such representations to the other party so that they can submit written comments on the same to the mediator/arbitrator;

14.6.4 have power to determine how the costs of the reference shall be borne by the parties and may require either of the parties to bear more than one half of the
costs if the mediator/arbitrator concludes (acting reasonably) that either of the parties has acted unreasonably in relation to the dispute.

14.7 The parties agree that if an arbitrator is appointed under paragraph 14.5, then:

14.7.1 the arbitrator shall not be fettered or bound by any representations (or comments on the same) made by either of the parties;

14.7.2 the decision of any arbitrator shall not be final and binding on the parties unless the appointed person provides each of the parties with a detailed statement setting out their reasons for making the decision which they have arrived at;

14.7.3 the arbitrator shall not have exclusive jurisdiction on questions of construction of law.

14.8 If the parties reach agreement on the resolution of their dispute pursuant to the provisions of any of clauses 14.4 to 14.7 (inclusive) then the parties shall record the agreement of their dispute in writing and shall sign the same and the signed document shall then form a legally binding agreement.

15. STATUS

15.1 The relationship of the Consultant to the Client will be that of independent contractor and nothing in this agreement shall render the Consultant an agent or partner of the Client and the Consultant shall not hold itself out as such.

15.2 This agreement constitutes a contract for the provision of services and accordingly the Consultant shall be fully responsible for and shall indemnify the Client for and in respect of:

(a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Consultant shall further indemnify the Client against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Client in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;

(b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant against the Client arising out of or in connection with the provision of the Services.

15.3 The Client may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.
16. **NOTICES**

16.1 Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at (in the case of the Client) its registered office for the time being and (in the case of the Consultant) its last known address, or by sending it by fax to the fax number notified by the relevant party to the other party. Any such notice shall be deemed to have been received:

(a) if delivered personally, at the time of delivery;
(b) in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting; and
(c) in the case of fax, at the time of transmission.

16.2 In proving such service it shall be sufficient to prove that the envelope containing the notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post or that the notice was transmitted by fax to the fax number of the relevant party.

17. **FORCE MAJEURE**

17.1 Subject to the remaining provisions of this clause 17, neither party to this agreement shall be liable to the other for any delay or non-performance of its obligations under this agreement to the extent that such non-performance is due to a Force Majeure Event.

17.2 In the event that either party is delayed or prevented from performing its obligations under this agreement by a Force Majeure Event, such party shall:

(a) give notice in writing of such delay or prevention to the other party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof and its estimated duration;

(b) use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this agreement; and

(c) resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.

17.3 A party cannot claim relief if the Force Majeure Event is attributable to that party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
17.4 The Consultant cannot claim relief if the Force Majeure Event is one where a reasonable consultant should have foreseen and provided for the cause in question.

17.5 As soon as practicable following the affected party's notification, the parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this agreement. Where the Consultant is the affected party, it shall take and/or procure the taking of all steps to overcome or minimise the consequences of the Force Majeure Event in accordance with best industry practice.

17.6 The affected party shall notify the other party as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

17.7 The Client may, during the continuance of any Force Majeure Event, terminate this agreement by written notice to the Consultant if a Force Majeure Event occurs that affects all or a substantial part of the Services and which continues for more than 30 days.

18. **Entire Agreement**

Each party on behalf of itself acknowledges and agrees with the other party that:

(a) this agreement together with any documents referred to in it, including the Confidentiality Agreement, constitutes the entire agreement and understanding between the Consultant and the Client and supersedes any previous arrangement, understanding or agreement between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent);

(b) in entering into this agreement neither party has relied on any Pre-Contractual Statement; and

(c) each party agrees that the only rights and remedies available to it or arising out of or in connection with any Pre-Contractual Statement shall be for breach of contract. Nothing in this agreement shall, however, limit or exclude any liability for fraud.

19. **Variation**

No variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.
20. **COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which, when executed, shall be an original, and all the counterparts together shall constitute one and the same instrument.

21. **THIRD PARTY RIGHTS**

21.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act.

21.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any person that is not a party to this agreement.

22. **WAIVER**

Any forbearance or delay by the Client in relation to any breach or default in discharging any of the provisions of this agreement by the Consultant shall not be construed as a waiver of that or any subsequent breach or default. Any waiver by the Client of any breach of or default in discharging the obligations of the Consultant under this agreement shall apply only to that breach or default and shall not constitute a waiver of any rights of the Client in relation to any subsequent breach or default. Any waiver by the Client shall only be effective if issued in writing.

23. **SUB-CONTRACTING AND ASSIGNMENT**

23.1 This agreement is personal to the Consultant and any right or obligation arising under it may only be sub-contracted, assigned or otherwise transferred with the prior consent in writing of the Client.

23.2 In the event that the Consultant enters into any Sub-Contract in connection with this agreement it shall:

   (a) remain responsible to the Client for the performance of its obligations under the agreement notwithstanding the appointment of any Sub-Contractor and be responsible for the acts, omissions and neglects of its Sub-Contractors;

   (b) impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this agreement and the Confidentiality Agreement and shall procure that the Sub-Contractor complies with such terms; and

   (c) provide a copy, at no charge to the Client, of any such Sub-Contract on receipt of a request for such by the Client.
24. **GOVERNING LAW AND JURISDICTION**

24.1 This 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 the law of England and Wales.

24.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.
Schedule 2  The Consultant’s Proposal
Schedule 3  Payment Instalments

Payment is to be made to the Consultant in stages upon the following outputs:

Stage 1  To be invoiced following the conclusion of Stage 1 [INSERT DETAILS OF STAGE 1], for XX% of the total fee.

Stage 2  To be invoiced following the conclusion of Stage 2 [INSERT DETAILS OF STAGE 2], for XX% of the total fee.

Stage 3  To be invoiced following the conclusion of Stage 3 [INSERT DETAILS OF STAGE 3] for XX% of the total fee.

Stage 4  To be invoiced following the conclusion of Stage 4 [INSERT DETAILS OF STAGE 4] for the remaining XX% of the total fee.

Total Fee  £XXX
Signed for and on behalf of

[NAME]

........................................................

....................................................

Authorised Signatory

Signed for and on behalf of

[NAME]

........................................................

....................................................

Authorised Signatory