

Dated

WATFORD BOROUGH COUNCIL

and

[name]]

CONSULTANCY CONTRACT

for the further provision of

Education Consultancy Services for Watford Museum redevelopment project

Watford Borough Council
Legal Services

Ref: WBC/JH/020683

PARTIES

(1) **WATFORD BOROUGH COUNCIL** of Town Hall, Watford, Hertfordshire WD17 3EX (the “**Council**”); and

(2) **[name]** of **[address]** (the “**Consultant**”)

each being referred to as a “**party**” and together “**the parties**”.

BACKGROUND:

The Council wishes to engage the Consultant to undertake development of the Museum’s KS1 and KS2 formal education programme as part of the Watford Museum Redevelopment Project (“**Project**”), and the Consultant is willing to do so, in accordance with the terms and conditions of this Contract.

IT IS HEREBY AGREED as follows:

The definitions and rules of interpretation set out in the Third Schedule apply in this Contract.

1. Term

1.1 The Consultant shall provide the Services to the Council from [*include commencement date*] (“**Commencement Date**”) to [*include termination date*] (“**Termination Date**”) unless and until this Contract is terminated sooner in accordance with its terms.

2. Duties

2.1 The Consultant shall provide the Services with reasonable skill and care.

2.2 The Consultant shall carry out the Services in accordance with the Specification.

2.3 The Consultant shall use their best endeavours to promote the interests of the Council.

2.4 The Consultant must comply with any applicable statute or any delegated or subordinate legislation, duly applicable guidance, code of practice, direction, judgment or determination with which the Council and/or the Consultant is bound to comply including the Council’s rules, procedures, guidelines, policies, codes of practice, standing orders, financial regulations and standards from time to time.

2.5 The Consultant shall ensure that it is available at all times on reasonable notice to provide such assistance or information as the Council may require.

2.6 The Consultant has no authority (and shall not hold itself out as having authority) to bind the Council, unless the Council have specifically permitted this in writing in advance.

- 2.7 Unless specifically authorised to do so by the Council in writing, the Consultant shall not have any authority to incur any expenditure in the name or for the account of the Council.
- 2.8 The Consultant must comply with the Council's policies at Schedule 4 to this Contract.
- 2.9 The Consultant shall comply with the Bribery Act 2010 and the Modern Slavery Act 2015 and any subordinate legislation made under those Acts from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation. Failure to do so may result in the immediate termination of this Contract.
- 2.10 The Consultant shall give to the Council all such information and reports and take part in such meetings as it may reasonably require in connection with matters relating to the provision of the Services.
- 2.11 The Consultant must not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence under the Criminal Finances Act 2017. Failure to do so may result in the immediate termination of this Contract.
- 2.12 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:
- 2.12.1 the Council will not be liable to bear the cost of such functions; and
 - 2.12.2 at the Council's request the third party shall be required to enter into direct undertakings with the Council, including with regard to confidentiality.
- 2.13 The Consultant shall ensure that all individuals employed or engaged in connection with the Services (including any sub-contractors) are of suitable character and are appropriately qualified and experienced in the area of work which they are to perform.
- 2.14 The Consultant may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place the Consultant in a conflict of interest with the Council.
- 2.15 The Consultant may, with the prior written approval of the Council and subject to the following proviso, appoint a suitably qualified and skilled substitute to perform the Services on their behalf, provided that the Substitute shall be required to enter into direct undertakings with the Council, including with regard to confidentiality. The Consultant shall continue to invoice the Council in accordance with clause 3 and shall be responsible for the remuneration of the substitute. For the avoidance of

doubt, the Consultant will continue to be subject to all duties and obligations under this Contract for the duration of the appointment of the substitute.

3. Fees and Expenses

3.1 The Council will pay the Consultant a fixed fee of £7,950 exclusive of VAT (“**Contract Price**”) in accordance with Schedule 2 of this Contract.

3.2 The Consultant shall bear its own expenses incurred in the course of providing the Services under this Contract including, but not limited to, all materials, specialist equipment, vehicles, travel and subsistence costs.

3.3 The Consultant shall submit invoices to the Council for the Contract Price in respect of the provision of the Services on a monthly basis indicating the days worked by the Consultant. All invoices submitted by the Consultant shall include clear details of the Services being invoiced for and shall show: a breakdown of time spent and work undertaken for which payment is claimed and the Contract Price for the same; the period to which the invoice relates; any VAT payable (to be clearly and separately identified); a valid purchase order number as issued by the Council; the Consultant’s vendor/supplier number as set out in the purchase order issued by the Council; and the Consultant’s full business name and address.

3.4 The Council shall pay the Contract Price for the Services by BACS (unless otherwise agreed in writing) within 30 days of receipt by the Council of a proper undisputed invoice following successful performance of the Services in accordance with the purchase order.

3.5 The Council shall advise the Consultant in writing of any discrepancy between the amount stated in the invoice and the amount properly due to the Consultant. The Consultant shall reissue the invoice showing the correct amount within seven (7) days of such notification.

3.6 The Council are entitled to deduct from any sums payable to the Consultant any sums that the Consultant may owe the Council at any time.

3.7 Payment in full or in part of the fees claimed under this clause 3 shall be without prejudice to any claims or rights of the Council against the Consultant in respect of the provision of the Services.

4. Confidential information and Council Property

4.1 The Consultant shall not use or disclose to any person either during or at any time after engagement by the Council any confidential information or any other confidential matters which may come to the Consultant’s knowledge in the course of providing the Services. For the purposes of this clause 4.1 ‘Confidential

Information' means any information or matter which is not in the public domain and which relates to the affairs of the Council.

4.2 The restriction in clause 4.1 does not apply to:

4.2.1 any use or disclosure authorised by the Council or as required by law;
or

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

5. **Data Protection**

5.1 The Consultant, shall in relation to personal data processed on behalf of the Council in connection with this contract:

5.1.1 Comply in all aspects with the Data Protection Legislation;

5.1.2 Keep the Personal Data confidential;

5.1.3 Comply with the Council's reasonable instructions with respect to processing Personal Data;

5.1.4 Not transfer any Personal Data outside of the United Kingdom without the Council's prior written consent;

5.1.5 Assist the Council in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments and consultations with supervisory authorities or regulators;

5.1.6 Notify the Council without undue delay on becoming aware of a Personal Data breach or communication which relates to the Consultant or the Council's compliance with the Data Protection Legislation;

5.1.7 At the written request of the Council, delete or return Personal Data and any copies thereof to the Council on termination of this Contract

unless required by the Data Protection Legislation to store the Personal Data; and

5.1.8 Maintain complete and accurate records and information to demonstrate compliance with this clause 5 and allow for audits by the Council or the Council's designated auditor.

5.2 The Consultant shall ensure that the Consultant has in place appropriate technical or organisational measures, reviewed and approved by the Council, 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. Such measures may include, where appropriate:

5.2.1 pseudonymising and encrypting Personal Data;

5.2.2 ensuring confidentiality, integrity, availability and resilience of its systems and services; and

5.2.3 regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.

5.3 The Consultant shall have personal liability for and shall indemnify the Council for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by the Consultant of the Data Protection Legislation, and shall maintain in force full and comprehensive insurance policies to cover such liability.

6 Intellectual Property

6.1 The Consultant hereby assigns to the Council all intellectual property rights created during, for the purpose of or arising from the Services. The Consultant agrees promptly to execute all documents and do all acts as may, in the opinion of the Council, be necessary to give effect to this clause.

- 6.2 The Consultant shall procure that the provision of the Services shall not infringe any Intellectual Property Rights of any third party.
- 6.3 The Council agrees that the Consultant shall have a licence to use any and all the documents or other material related to the displays they have been involved in, in any format created by the Consultant for the Services for her own purposes, and if the Consultant does so, she will ensure that she will refer to the Council in relation to that work on any website or portfolio as appropriate.
- 6.4 The Consultant shall indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and Council 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 such liabilities have resulted directly from the Council's failure properly to observe its obligations under this clause 6 (Intellectual Property).

7. Freedom of Information

- 7.1 The Consultant acknowledges that the Council is subject to obligations under FOIA and shall in all respects and at no additional cost to the Council co-operate promptly with the Council's reasonable requests to assist the Council in complying with its disclosure obligations under the FOIA.
- 7.2 The Consultant shall ensure that it and any of its servants, employees, agents or sub-contractors:
 - 7.2.1 notify the Council in writing of all requests for information under the FOIA that it receives as soon as practicable and in any event within two (2) Working Days of receiving such a request;
 - 7.2.2 upon reasonable request by the Council, provide the Council with a copy of all Information in its possession or power in a form that the Council requires within five (5) Working Days (or such other period that the Council may reasonably specify) of the Council's request; and
 - 7.2.3 provide all assistance as necessary and reasonably required by the Council to enable the Council to respond to any request for Information relating to this Contract within the time for compliance under the FOIA.

7.3 The Consultant shall not respond directly to a request for Information unless it is expressly authorised to do so by the Council or is required to do so by law.

7.4 Notwithstanding any other provisions of this Contract, the Council shall determine in its absolute discretion whether the Information is exempt from disclosure in accordance with the FOIA.

7.5 The Consultant acknowledges that the Council may, acting in accordance with the Cabinet Office's Freedom of Information Code of Practice 2018 under part 1 of the Freedom of Information Act 2000 (the "**FOIA Code**"), be obliged to disclose information without consulting or obtaining consent from the Consultant, or despite having taken the Consultant's views into account.

7.6 Subject to the Consultant's legal obligations (including under the Data Protection Legislation), the Consultant shall permit the Council access to all Information it holds under this Contract as reasonably required from time to time.

7. Insurance and Liability

7.1 The Consultant shall have personal liability for and shall indemnify the Council for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant, or any sub-contractor engaged by the Consultant as part of the Team, of the terms of this Contract, including any negligent or reckless act, omission or default in the provision of the Services.

7.2 The Consultant shall at its own cost take out and maintain with reputable insurers who are authorised by the Financial Conduct Authority to conduct insurance business or equivalent the following insurance policies (the "Insurance Policies"):

7.2.1 throughout the period of the Contract, public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any occurrence or series of occurrences arising out of each and every event; and

7.2.2 from the Commencement Date until the expiration of six (6) years from the termination of this Contract, professional indemnity/professional negligence insurance with a limit of cover of not less than five million pounds (£5,000,000) in relation to any occurrence or series of occurrences arising out of each and every event.

7.3 The Consultant shall on request supply to the Council for inspection documentary evidence that the Insurance Policies are properly in place, adequate and valid and evidence that the relevant premiums have been paid. Such information shall be provided within three (3) Working Days of such request.

7.4 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 Council without delay.

8. Transfer and Sub-contracting

8.1 The Consultant shall not assign, sub-contract or otherwise dispose of any portion or the whole of this Contract or the supply of any of the Services without the prior written consent of the Council.

8.2 In the event that the Consultant enters into any sub-contract in connection with this Contract it shall:

8.2.1 ensure that the sub-contractor has appropriate qualifications, experience, technical skills, legal capacity, power and authority to become a party to and perform the obligations of the relevant sub-contract;

8.2.2 carry out due diligence checks of the sub-contractor's financial health;

8.2.3 notify sub-contractor's identity to the Council;

8.2.4 remain responsible and primarily and directly liable to the Council for the performance of its obligations under this Council notwithstanding the appointment of any sub-contractor and be responsible for the acts omissions and neglects of its sub-contractors;

8.2.5 ensure that the sub-contractor provides a collateral warranty to the Council at the Council's request;

8.2.6 ensure all sub-contracts are made in writing;

- 8.2.7 impose obligations on its sub-contractor in the same terms as those imposed on it pursuant to this Contract and shall procure that the sub-contractor complies with such terms; and
- 8.2.8 immediately provide a copy, at no charge to the Council, of any such sub-contract.
- 8.3 The Consultant shall make payment due to a sub-Contractor under a sub-contract no later than thirty (30) days after receipt of a valid and undisputed invoice.
- 8.4 Invoices for payment submitted by the sub-Contractor shall be timely considered and verified by the Consultant.
- 8.5 The Council may (and the Consultant shall do all things necessary to assist the Council to) assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof to another party provided that the Council shall give prior written notice of any assignment or novation to the Consultant and such assignee or novatee shall have the legal capacity and sufficient financial resources to perform the obligations of the Council under this Contract.

9. **Warranties**

- 9.1 The Consultant warrants and represents that:
 - 9.1.1 It has the full capacity and has taken all steps and obtained all approvals to enable it to lawfully enter into and perform its obligations under this Contract;
 - 9.1.2 All information concerning the Consultant including its Affiliates, sub-contractors and their respective directors, officers, principals, members, partners and employees) which the Consultant has furnished to the Council in connection with this Contract and the procurement of the same and/or otherwise relevant to the provision of the Services does not contain any untrue statement of a material fact or omit to state any material fact required to be stated or necessary to make the statements therein not misleading in any material respect;
 - 9.1.3 It is not currently the subject or, or been threatened with any legal or regulatory proceedings in any jurisdiction which may adversely impact upon or otherwise impair its ability to perform its obligations under this Contract; and
 - 9.1.4 There are no material facts or circumstances in relation to the financial position or operation or constitution of the Consultant which have not

been fully and fairly disclosed to the Council and which if disclosed might reasonably have been expected to affect the decision of the ~Council to enter into this Contract.

9.2 For the avoidance of doubt the fact that any provision within the Contact is expressed as a warranty shall not preclude any right of termination the Council may have in respect of breach of that provision by the Consultant.

10. Audit

10.1 At the Council's request and its expense, the Consultant shall grant access to the Council or its auditors to the premises, records and accounts of the Consultant and its sub-consultants, including its and their data processing facilities, and to such of its and their supporting documentation and explanations from Support Staff as its reasonable to ascertain compliance with this Contract and the adequacy of the Consultant's financial standing.

10.2 Such access shall be granted during formal business hours and subject to reasonable prior notice to the ~Consultant except to the extent that such access is required by Law.

10.3 If, on such examination, the Council determines that any Charges, prices, costs or expenses exceed the amounts properly chargeable to, or recoverable from, the Council, the Consultant shall promptly repay the relevant determined sum to the Council.

11 Environment, Health and Safety

11.1 The Consultant shall comply with:

11.1.1 All reasonable standards of safety;

11.1.2 All Applicable Law regarding health and safety;

11.1.3 The Council's health and safety procedures from time to time in force at the premises where the services are provided and report to the Council any unsafe working conditions or practices.

11.2 The Consultant must as soon as possible notify the Council of:

11.2.1 Any health and safety incidents or material hazards they're aware of at the premises where the Services are provided; and

11.2.2 Any unsafe working conditions, material hazards and unsafe working practices at the premises where the Services are performed.

11.3 When working on the Council's premises the Consultant must perform its obligations under the Council's current Environmental Policy, which the Council will provide on request and ensure that its staff are aware of the Council's Environmental Policies.

11.4 The Consultant must ensure that the Consultant's staff are aware of the Council's Environmental Policy.

12. Termination

12.1 The Council may at any time terminate the Contract with immediate effect with no liability to make any further payment to the Consultant (other than in respect of any accrued fees or expenses at the date of termination) if the Consultant:

12.1.1 is in material breach of any of its obligations under this Contract; or

12.1.2 commits a repeated breach or repeated non-observance of any of the provisions of the Contract; or

12.1.3 refuses or neglects to comply with any reasonable and law; or

12.1.4 Is in the reasonable Council's opinion negligent or incompetent in the performance of the Services; or

12.1.5 After notice in writing, willfully neglects to provide or fail to remedy any default in providing the Services; or

12.1.6 Commits any gross misconduct affecting the Council's reputation; or

12.1.7 Fails to comply with any of its obligations as regards the Insurance Policies; or

12.1.8 Sub-contracts the Services as part of the Services in breach of clause 9;

12.2 The Council may terminate this Contract where an Insolvency Event affecting the Consultant occurs.

12.3 The Council can terminate the Contract by giving to the Consultant not less than two (2) weeks' prior written notice with no liability to make any further payment to the Consultant.

13. Obligations on termination

13.1 Any Council Property in the Consultant's possession and any original or copy documents obtained by the Consultant in the course of providing the Services shall

be returned to the Council at any time on request and in any event on or before the termination of this Contract.

13.2 Subject to the Council's data retention guidelines, the Consultant also undertake to irretrievably delete any information relating to the Business of the Council 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 Council.

13.3 The Consultant undertakes to assist and co-operate with the Council in the event that the Council is preparing for or undertaking a procurement exercise to re-tender the Services and the Consultant shall provide all such assistance and co-operation including any data transfer as the Council may reasonably require.

14. Dispute Resolution

Commercial negotiation

14.1 If a dispute arises in relation to any aspect of this Contract, the Consultant and Council shall first consult in good faith in an attempt to come to an agreement in relation to the disputed matter.

14.2 If the parties fail to reach an agreement, either party may serve a written notice on the other to proceed to mediation.

Mediation

14.3 If a Mediation Notice is served, the parties shall attempt to resolve the dispute in accordance with CEDR's Model Mediation Agreement which shall be deemed to be incorporated by reference into this Contract.

14.4 If the parties are unable to reach a settlement in the negotiation at the mediation, and only if the parties so request and the Mediator agrees, the Mediator shall produce for the parties a non-binding recommendation on the terms of settlement. This shall not be attempted to anticipate what a court might order but shall set out what the Mediator suggests are appropriate settlement terms in all of the circumstances.

14.5 Any settlement reached in the mediation shall not be legally binding until it has been reduced to writing and signed by the parties.

Court proceedings

14.6 If either party refuses at any time to participate in the mediation procedure and in any event if the parties fail to reach agreement on the dispute within sixty (60)

Working Days from the end of the state of commercial negotiation, any party may commence court proceedings.

Continuity of Service

- 14.7 For the avoidance of doubt, the Consultant shall continue to provide the Services in accordance with Contract and without delay or disruption while the dispute is being resolved pursuant to this clause 14.

15. Status

- 15.1 The Consultant will be an independent contractor and nothing in this Contract shall render the Consultant an employee, worker, agent or partner of the Council and the Consultant shall not hold the Consultant itself out as such.

- 15.2 The Consultant shall be fully responsible for and indemnify the Council against any liability assessment or claim for:

- 15.2.1 Taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and

- 15.2.2 Any employment-related claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any substitute against the Council arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Council.

16. Variation

- 16.1 This Contract may only be varied by a document signed by both the Consultant and the Council.

17. Notices

- 17.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing and shall be:

- 17.1.1 Delivered by hand or by pre-paid first class post or other next Working Day delivery service at its registered office or its principal place of business;

17.1.2 Sent by the Consultant to [include job title and address for service of notices] or by the Council to the Consultant at [include address for service of notices].

17.2 Any notice shall be deemed to have been received:

17.2.1 If delivered by hand, on signature of a delivery receipt;

17.2.2 If sent by pre-paid first class post or other next Working Day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service;

17.2.3 If sent by e-mail at 10.00am on the next Business Day after transmission.

17.3 This clause 17 does not apply to the service of any proceedings, termination notices, points of dispute or other documents in any legal action.

18. Third Party Rights

18.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract and no person other than the Consultant and the Council shall have any rights under it. The terms of this Contract or any of them may be varied, amended or modified or this Contract may be suspended, cancelled or terminated by Contract in writing between the parties or this Contract may be rescinded (in each case), without the consent of any third party.

19. The entire agreement

19.1 This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreement, promises, assurances, warranties, representations, and understandings between them, whether written or oral, relating to is subject matter.

19.2 Each party acknowledges that in entering into this Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract.

19.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this Contract.

19.4 Nothing in this clause shall limit or exclude any liability for fraud.

20. Governing law

20.1 This Contract 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.

21. Jurisdiction

21.1 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation (including non-contractual disputes for claims).

SIGNED on behalf of the parties

For and on behalf of **WATFORD BOROUGH COUNCIL**

.....
[print name]

For and on Behalf of [name]

.....
[print name]

SCHEDULES

SCHEDULE 1

Overview of Services:

Develop the KS1 and KS2 education programme for the Museum of Watford.

The following works to be undertaken by the Education Consultant:

- Review project's development phase consultation and project briefs, and previous teacher evaluations
- Engagement with the Museum team to understand the Museum's content and themes, and delivery logistics.
- Establish how the interpretative content and collection stories align with core curriculum areas within KS1 and KS2.
- Review draft learning policy and support its development.
- Develop content (session plans and resources) for a series of core workshops to be delivered on site by the Museum team (number of workshops to be defined by consultant).
- Develop a series of resources / worksheets which enable self-led visits around the galleries for schools (and other education providers) and can be accessible online.
- Work with the Museum team to develop theme and content for three loan boxes drawn from the collection and responsive to the needs of local schools.
- Develop outreach workshop offer (number of workshops to be defined by consultant).
- Develop pre and post visit support resources.
- Pilot outreach and core workshops and adjust them in response to teacher, student and Museum Team feedback.
- Work with Learning and Engagement Officer to define operational and training implications of new offer developed.
- Ensure learning outcomes for all activities created are clearly articulated.

Commented [HF1]: To be refined based on submitted methodology and programme.

Commented [HF2]: Have added this

Out of Scope:

- Graphic design of resources
- Production costs for loan boxes or replica artefacts

Deliverables:

- Session plans and resources for a series of core workshops to be delivered on site by the Museum team (number of workshops to be defined by consultant).
- Resources / worksheets which enable self-led visits around the galleries for schools (and other education providers) and can be accessible online.
- Three loan boxes drawn from the collection and responsive to the needs of local schools.
- Session plans and resources for outreach workshop offer (number of workshops to be defined by consultant).
- Pre and post visit support resources.

Council Point of Contact:

- Harriet Fink, Collections and Public Programme Manager

Timetable:

- Contract end no later than 15th December 2026
- Xxxx Timetable for provision of the services, including any milestones related to the achievement of specific deliverables to reflect successful proposal xxxx

Commented [HF3]: To reflect timetable given in tender submission

SCHEDULE 2

Fees and rates

£7,950 + VAT

SCHEDULE 3

DEFINITIONS

Affiliate	Includes in relation to either party each and any Subsidiary or Holding company of that part and each and any Subsidiary of a Holding Company of that party.
Applicable Law	<p>(a) any act of Parliament or subordinate legislation within the meaning of Section 21 (1) of the Interpretation Act 1978; or</p> <p>(b) any statutory or non-statutory guidance, code of practice, rule, direction, determination, policy or other requirement of any government ministry or department, local authority, regulatory body or any other body or agency of competent jurisdiction (including the local fire officer and other competent enforcing authorities) that a party is under a legal duty to comply with or have regard to the extent that they are published and publicly available or their existence or contents have been notified to that party; or</p> <p>(c) any judgment of a relevant court of law which is a binding precedent in England that affect the services or any obligations under this Contract and are in force or current in the United Kingdom at the dates on which the Services are carried out</p>
Business of the Council	Local Authority providing a range of public services.
Charges	the charges payable under this Contract.
Commencement Date	[REDACTED]

Contract	this contract and all Schedules and attachments to this contract as from time to time varied, supplemented or novated in a way that does not constitute a breach of its terms.
Council Property	all documents, books, manuals, material, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business of the Council or the affairs and finances of the Council or its contractors, and any equipment, keys, hardware or software provided for the Consultant's use by the Council during Service, and any data or documents (including copies) produced, maintained or stored by the Consultant on the Council's or the Consultant's computer systems or other electronic equipment during the Service.
Data Protection Legislation	all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA2018) (and regulations made thereunder); the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and all other legislation and regulatory requirements in force time which may apply to a party relating to the use of personal data (including, without limitation, the privacy of electronic communications); and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party
Deliverables	any outputs of the Services and any other documents or materials provided by the Consultant to the Council as specified in Schedule 1 or in relation to the Services.
FOIA	Freedom of Information Act 2000.
Insolvency Event	<p>(a) a proposal made for a voluntary arrangement with Part 1 of the Insolvency Act 1986 or any other composition scheme or arrangement with, or assignment for the benefit of, its creditors; or</p> <p>(b) a shareholders' meeting convened for the purpose of considering making a resolution that it be wound up for a resolution for its winding-up is passed (other than as part of,</p>

and exclusively for the purpose of, a bona fide reconstruction or amalgamation); or

- (c) a petition presented for its winding up (which is not dismissed within fourteen (14) Working Days of its service) or an application is made for the appointment of a provisional liquidator or a creditors' meeting is convened pursuant to Section 98 of the Insolvency Act 1986; or
- (d) a receiver, administrative receiver or similar officer appointed over the whole or any part of its business or assets; or
- (e) an application order made either for the appointment of an administrator or for an administration order, an administrator is appointed, or notice of intention to appoint an administrator is given; or
- (f) Consultant is or becomes insolvent within the meaning of section 123 of the Insolvency Act 1986; or
- (g) being a small company within the meaning of section 382(3) of the Companies Act 2006 a moratorium comes into force pursuant to Schedule A1 of the Insolvency Act 1986; or
- (h) Where the Supplier or Guarantor is an individual partnership, any event analogous to this listed in limbs (a) to (g) (inclusive) occurs in relation to that individual or partnership; or
- (i) Any event analogous to this listed in limbs (a) to (h) (inclusive) occurs under the law of any other jurisdiction;

Intellectual Property Rights

patents, utility models, rights to inventions, copyright and related rights, trademarks and service marks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in design, rights in computer software, database rights, rights to preserve the confidentiality of information (including the know-how and trade secrets) and in any other intellectual property rights, including all applications for (and rights to apply for and be granted), renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist, now or in the future, in any part of the world.

IPR

Intellectual Property Rights.

Months

means calendar months.

Proprietary Material

all design, drawings, models, plans, Specification, design details, photographs, brochures, reports, notes of meetings, CAD materials,

calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials (whether created or stored electronically or in physical materials) issued developed created or otherwise protected by or on behalf of the Consultant or any sub-consultant under or in connection with this Contract, the Services and all updates, amendments, additions and revisions to them.

Services	the professional services specified in the Statement of Requirements.
Statement of Requirements	The Specification and other requirements contained or referred to in the documents in Schedule 1.
Specification	Council's Statement of Requirements or part thereof enclosed in Schedule 1.
Working Day	Any day other than a Saturday or Sunday, Good Friday, Christmas Day or a bank holiday in England.

SCHEDULE 4

MANDATORY POLICIES



Anti Fraud &
Corruption Strategy.p