

**Annexure 5:
Form of contract**

THIS CONTRACT is made the

day of

20

BETWEEN

(1) **PEAK DISTRICT NATIONAL PARK AUTHORITY** of Aldern House, Baslow Road, Bakewell, Derbyshire DE45 1AE ("the Authority") and

(2) ("the Consultant")

BACKGROUND

(1) The Authority requires services relating to [SERVICES] as described in the Invitation to Tender [] ("the Services")

(2) The Consultant has been selected to provide these Services.

IT IS AGREED as follows:

1. Definitions

1.1. The following terms shall have the following meanings:

"Conditions" means the terms and conditions attached to the Invitation to Tender

"Contract" means this contract together with its annexures and any documents referred to

'Contract Documents' means the Invitation to Tender¹ dated together with any clarifications and attached at Annex 1

'Services' means the services detailed in the Invitation to Tender.

'Contract Manager': means the officer of the Authority appointed to manage the Contract)

'Commencement Date' means the date of this agreement

'Completion Date' means [] or such later date as may be specified by the Contract Manager.

1. Appointment

The Authority appoints the Consultant to carry out the Services in accordance with this Contract in return for the payments specified in clause 4 of this Contract.

2. The Consultant shall perform the Services to the Authority's satisfaction in accordance with the Contract Documents which shall be deemed to form and be read and construed as part of this Contract.

¹ This will be the entirety of the tender submission including the Consultants' tender return

3. The Authority will pay the Consultant at the times and manner specified in the Conditions the VAT exclusive sum of:
("the Price")
4. Timescale and Service delivery:
 - a. The commencement date for the Services is the Commencement Date;
 - b. It is essential that the Services are be completed by the Completion Date.
 - c. [Liquidated damages provision].
5. Termination provisions:
6. Addition of National Park Authorities:
7. Health and safety
 - a. The Consultant will be responsible for health and safety during the course of the Contract. If applicable the Consultant should provide method statements which need to be approved by Authority. Failure to adhere to the agreed method statement may result in termination of the Contract.
8. Environmental requirements
 - a. All the waste created by the Consultant remains the responsibility of the Consultant.
9. Insurance requirements
 - a. The Consultant shall at all times from and including the commencement of the Services maintain in force such policies of insurance with reputable insurers approved by the Authority as are required by the Conditions.
10. The following variations of the Contract Documents are included:
 - a. All Services will be performed at the rates identified in the Purchase Order.
 - b. The Authority will pay for the nature of the Services actually requested via an official Purchase Order Form.
11. GDPR provision if required.

SIGNED by the parties hereto or their authorised signatories on the day and year first above written.

.....Signed by an authorised signatory on behalf
 of Peak District National Park Authority

(Signature of, []
 Peak District National Park Authority)

Signed on behalf of
 the Consultant

.....
 Director

.....
 Director/Secretary

NOTE: This Contract must not be signed by the Consultant until final acceptance of the Tender Return.