

APPENDIX 4: 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 Service Provider")

BACKGROUND

(1) The Authority requires the performance of the Services relating to [] as described in the Invitation to Tender

(2) The Service Provider has been selected to provide these Services

IT IS AGREED as follows:

1. Definitions

1.1. The following terms shall have the following meanings:

'Commencement Date' means the date of this contract

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

'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 Manager' means the officer notified to the Service Provider (or any other officer of the Authority appointed to replace him/her)

'Invitation to Tender'¹ means the Authority's invitation to tender dated []

'Tender Return' means the Service Provider's tender return dated []

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

1. Appointment

The Authority appoints the Service Provider to perform the Services in accordance with this Contract in return for the payments specified in clause 3 of this Contract.

¹ This will be the entirety of the request including the Service Provider's Tender Return

2. The Service Provider 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.
3. The Authority will pay the Service Provider at the times and manner specified in the Conditions the VAT exclusive sum of:
.....("the Price")

At all times in accordance with the Specification and Conditions contained in the Invitation to Tender

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].
5. Key Performance Indicator requirements: tbc
6. Reporting requirements:tbc
7. Health and safety
 - a. The Service Provider will be responsible for health and safety during the course of the Contract. If applicable the Service Provider 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. Insurance requirements
 - a. The Service Provider 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.
9. 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.
 - c. [Data Protection]

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 Service Provider

.....
Director

.....
Director/Secretary

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