

THIS CONTRACT is made the

day of

2025

BETWEEN

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

(2) [] (**Company number** []) whose registered address is at [] ("**the Consultant**")

BACKGROUND

(1) The Authority requires services relating to the provision of [] Consultancy Services.

(2) The Consultant has agreed to provide these services.

IT IS AGREED as follows:

Definitions

The following terms shall have the following meanings:

"Authority Data" means the data text drawings diagrams images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media and which are:

- (i) supplied to the Consultant by or on behalf of the Authority; or
- (ii) which the Consultant is required to generate, process, store or transmit pursuant to the Contract; or
- (iii) any Personal Data for which the Authority is the Data Controller (as defined by the Data Protection Legislation)

"Commencement Date" means the [] 2025

"Completion Date" means the [] 2025] unless extended pursuant to **Clause 4c** or the date on which this Contract comes to an end pursuant to **Clause 12**

"Confidential Information" means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, intellectual property rights, know-how, personnel, customers and suppliers of either Party and all personal data and sensitive personal data within the meaning of the Data Protection Legislation;

"Contract" means this contract

"Contract Manager" means [] (or any other officer of the Authority appointed to replace him)

"Data Protection Legislation" means the Data Protection Act 2018 and the retained EU law version of the General Data Protection Regulation (EU) 2016/679 as applicable in the UK and any other applicable laws and regulations relating to the protection of personal data and the privacy of individuals (all as amended, updated or re-enacted from time to time)

"Party" means the parties to this Contract and "Parties" shall be construed accordingly

“Services” means []

The Authority appoints the Consultant to carry out the Services in accordance with this Contract in return for the payments specified in **Clause 3** of this Contract. The Consultant will work for three days each week.

- a. The Consultant shall perform the Services to the Authority's satisfaction in accordance with the Contract (and any authorised modifications) and carry out the Services with all the reasonable skill care and diligence that would be expected of a qualified competent and experienced person undertaking the Services, providing the Services honestly, fairly and professionally in accordance with the best interests of the Authority and managing conflicts of interest fairly, both between itself and its clients and between clients.
- b. The Consultant shall deploy suitable and sufficient resources to the performance of the Services in a manner consistent with the Contract.
- c. The Consultant's duties and obligations under this Contract shall not be delegated to any other person or body, and the Consultant shall not assign or sub-contract any of its rights or duties under this Contract, without the consent of the Contract Manager.
- d. The Services shall be carried out within the deadlines agreed between the parties, but subject to this the Consultant shall be free to decide on its working hours. The method of provision of the Services shall be agreed between the parties. Other than when carrying out site visits, the Consultant shall be free to decide where to carry out the Services.
- e. The Consultant shall notify the Authority as soon as practicable and in any event within 24 hours if the Consultant is unable to carry out any part of the Services or perform any of its obligations under the Contract.
- f. The Consultant shall comply with the reasonable directions of the Contract Manager and Heads of Service and use its best endeavours to promote the interests of the Authority.
- g. The Consultant shall be responsible for any loss or damage caused by the Consultant's negligence or lack of care.

- a. In consideration of the Services to be rendered by the Consultant under this Contract the Authority shall pay to the Consultant a fee [of £] OR [for the amount of time properly occupied by him in the Authority's business, calculated at the rate of £ per hour/day]. In addition, the Authority shall pay to the Consultant travel expenses for any work travel at the rate of 45 pence per mile.
- b. All sums due under this clause shall be submitted by the Consultant to the Authority for payment at the end of each month on an invoice setting out the sum the Consultant considers to be due and including timesheets detailing actual hours worked in the Authority's business.
- c. Payment is due within 30 days of the date of receipt of the invoice or, if later, the date payment falls due in accordance with the invoice, in accordance with Section 88 of the Procurement Act 2023, provided the Authority has determined that the invoice is valid and undisputed. The Authority will consider and verify the invoice in a timely fashion. If there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed after a reasonable time has passed or unless the Authority has notified the Consultant of any invalidity or dispute and has paid any amounts not in dispute.

- d. All fees are exclusive of VAT which will be charged (if applicable) on all fees and, where appropriate, on expenses and disbursements at the prevailing rates on all invoices rendered.

4. Timescale and Service delivery

- a. The commencement date for the Services is the Commencement Date;
- b. The Services shall be provided in a timely manner and in accordance with the timescales agreed with the Contract Manager in respect of each part of the Services requested;
- c. It is essential that the Services are completed by the Completion Date. The Authority may in its absolute discretion extend the Completion Date by communication in writing to the Consultant.

5. Health and safety

In relation to the Services, the Consultant will be responsible for health and safety during the course of the Contract and shall comply with all health and safety legislation and regulations relevant to the performance of the Contract.

6. Insurance requirements and liability of Consultant

- a. The Consultant shall at all times from and including the Commencement Date maintain in force policies of insurance with reputable insurers to cover the liability of the Consultant in respect of:
 - i) Public liability in the sum of at least £5,000,000 per individual claim, and
 - ii) Professional indemnity of at least £1,000,000 per individual claimand will provide satisfactory evidence of such insurance policies, cover notes and premium receipts to the Authority prior to the Commencement Date.
- b. The Consultant shall be liable for and indemnify the Authority from and against any liability to any person whatsoever arising directly or indirectly out of or connected with the performance, non-performance or breach of the Contract including, without limitation:
 - i) Any and all losses, costs, expenses (including professional and legal fees), liabilities and damages;
 - ii) Any and all proceedings, claims (including any claim for infringement of copyright), demands, penalties, statutory charges and fines;
 - iii) Death, illness or injury to any third party or for any loss of or damage to any property belonging to the Authority or to any third party and against all losses, costs, expenses, liabilities, damages, claims, demands or causes of action resulting therefrom;
 - iv) Any claim for professional liability in respect of any advice given under the terms of the Contractin each case to the extent arising out of the Consultant's breach or failure in performance of the Consultant's obligations in the Contract whether arising from breach of contract, negligence or default or otherwise, except and to the extent that such losses, costs, expenses, liabilities, damages, claims, demands were wholly and directly caused by the negligence or wilful misconduct of the Authority or its officers, agents or employees.
- c. Nothing in these terms and conditions shall limit the Consultant's liability for death/personal injury caused by the Consultant.
- d. Nothing in these terms and conditions shall limit the Consultant's liability for breaches of the following clauses:
 - i) Clause 7 (Authority Data)
 - ii) Clause 8 (Data Protection)
 - iii) Clause 9 (Confidentiality)
 - iv) Clause 10 (Intellectual Property)

- v) Clause 12 (Observation of Statutory Requirements)
- vi) Clause 13 (Equality)
- vii) Clause 22 (Bribery and Corruption)
- e. Subject to clauses (c) and (d) above, the aggregate liability of the Consultant to the Authority shall be limited to £1m (one million pounds).
- f. Subject to clauses (c) and (d) above, the Consultant shall not be liable for any claim to the extent that such claim is or can be characterised as a claim for (or arising from):
 - i) Loss of revenue or profits;
 - ii) Loss of business opportunity or loss of contracts;
 - iii) Indirect, consequential or special loss or damage; or
 - iv) Anticipated savings.

7. Authority Data

- a. The Consultant shall not delete or remove any proprietary notices contained within or relating to any Authority Data.
- b. The Consultant shall not store, copy or disclose or use Authority Data except as necessary for the performance by the Consultant of their obligations under this Contract or as otherwise expressly authorised in writing by the Authority.
- c. To the extent that Authority Data is held and/or processed by the Consultant, the Consultant shall supply Authority Data to the Authority as requested by the Authority in the format specified in the request.
- d. The Consultant shall take responsibility for preserving the integrity of Authority Data and preventing the corruption or loss of Authority Data held by the Consultant.
- e. The Consultant shall ensure that any system on which the Consultant hold any Authority Data, including back-up data, is a secure system that complies with any security policy of Authority and that it has in place appropriate technical and organisational measures to ensure the security of the same.
- f. If Authority Data is corrupted, lost or sufficiently degraded as a result of the Consultant's default so as to be unusable, Authority may:
 - i) require the Consultant (at the Consultant's expense) to restore or procure the restoration of Authority Data to the extent and in accordance with the requirements specified by Authority; and/or
 - ii) itself restore or procure the restoration of Authority Data and shall be repaid by the Consultant any reasonable expenses incurred in doing so to the extent and in accordance with the requirements specified by Authority.
- g. If at any time the Consultant suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason then the Consultant shall notify Authority immediately and inform Authority of the remedial action the Consultant propose to take.
- h. If the Consultant is provided with an Authority email address and login or is otherwise given access to the Authority's network and systems (such as M3), or if paper files are removed by the Consultant in order to perform the Services, the Consultant shall be required to sign and comply with the Authority's Information Management Policy Framework.

8. Data Protection

- a. The Parties shall comply with their obligations under the Data Protection Legislation. In particular the Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Data Controller and the Consultant is the Data Processor.
- b. The Consultant shall comply with the requirements of the Data Protection Legislation and the Authority's privacy notice (available here <https://www.peakdistrict.gov.uk/looking-after/about-us/privacy-notice>) governing the collection, storage and use of Personal Data.

9. Confidentiality

a. The Consultant undertakes:

- i) to keep secret and confidential all Confidential Information disclosed to it, by or on behalf of the Authority in relation to this Contract or the business or operations of the Authority which is of a confidential nature or notified to the Consultant as such and shall not use such Confidential Information for any purpose other than for the purposes of this Contract; and
- ii) not to disclose to any third party (other than its professional advisers or as required by law or any competent regulatory authority) any such Confidential Information other than that which comes into the public domain other than by breach of the undertakings contained in this **Clause 9**.
- iii) To inform the Authority immediately if it comes to the notice of the Consultant that any Confidential Information has been improperly disclosed or misused.
- iv) Upon termination of this Contract, or at the request of the Authority, procure that all documents and other material containing Confidential Information shall be returned (together with all copies thereof) to the Authority.

b. These confidentiality undertakings shall subsist indefinitely so far as permissible by law.

c. The obligations of confidentiality set out in this **Clause 9** shall not apply to information already known to the Consultant (other than through a breach of a confidentiality undertaking), information in the public domain or information required to be disclosed by law.

10. Intellectual Property

- a. The intellectual property rights (including copyright and design) of all work, documentation, data, and materials and of any copies thereof ("Materials") produced for the Authority pursuant to the Contract by the Consultant will vest solely in the Authority. The Consultant shall not make or permit others to make any copies of Materials without the Authority's consent (not to be unreasonably withheld). Copyrights attached to the source data must be strictly adhered to. The Consultant shall maintain adequate security measures during the term of the Contract to safeguard Materials from unauthorised access use or copying, and shall notify the Authority immediately if the Consultant becomes aware of any unauthorised access to, use or copying of any Materials by any person.
- b. The Consultant agrees to indemnify the Authority and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Authority, or for which the Authority may become liable, with respect to any intellectual property infringement claim or other claim relating to the Services supplied by the Consultant to the Authority. The Consultant shall maintain adequate liability insurance coverage and shall supply a copy of the policy to the Authority on request.

11. Termination

This Contract shall terminate:

- a. By mutual agreement in writing at any time, specifying how any outstanding matters and outstanding payments shall be dealt with; or
- b. By either Party giving 2 weeks' written notice to the other at any time, with any outstanding applications and payments being dealt with during the 2 week notice period in accordance with the terms of this Contract;

- c. If the Consultant is treated as insolvent, or the Consultant is in material breach of any provision of this Contract and such breach is not remedied following a dispute resolution meeting between the Contract Manager and the Consultant, the Authority may give written notice to terminate the Contract with immediate effect. The consequences of termination in these circumstances are as follows:
- i) The Consultant shall immediately cease to perform of the Services;
 - ii) The Consultant shall fully and promptly indemnify the Authority in respect of:
 - 1. all losses damages and costs (including professional costs) and expenses incurred or suffered by the Authority from such termination; and
 - 2. the cost of completing the remainder of the Services.
 - iii) The Authority shall be under no obligation to make any further payments to the Consultant and shall be entitled to retain any payments which may have fallen due to the Consultant before termination until the Consultant has paid to the Authority all sums due under this Contract.
 - iv) All rights and obligations of the Parties shall automatically terminate except for such rights of action as have accrued prior to such termination and any rights or obligations which expressly or by implication are intended to come into or continue in force on or after such termination, in particular but without prejudice to the generality of the foregoing, those relating to copyright, design and other intellectual property rights.

12. Observation of Statutory Requirements

The Consultant shall at all times observe and comply with all relevant Acts of Parliament, regulations and codes of practice relating to the performance of the Services including (but not limited to) compliance with any obligations that may be imposed upon the Authority resulting from the Services (where the same are within the power and control of the Consultant) and the Consultant shall indemnify the Authority accordingly.

13. Equality

- a) As a local authority the PDNPA is subject to the Public Sector Equality Duty which requires us, in our work and decision making, have due regard to the need to:
 - i) Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Equality Act 2010;
 - ii) Advance equality of opportunity between people who share a protected characteristic and those who do not;
 - iii) Foster good relations between people who share a protected characteristic and those who do not.
- b) The Authority's statutory responsibility is outlined in its Equality Policy (available on the Authority's website). Consultants are expected to work to the Authority's high standards of equality and inclusivity.

14. Freedom of Information and Transparency

- a. The Consultant acknowledges that the Authority is subject to the requirements of the Freedom of Information Act 2000 (FOIA), the Environmental Information Regulations (EIR) and the Local Government Transparency Code 2014 (The Transparency Code). The Consultant shall assist and co-operate with the Authority as necessary to comply with these requirements and acknowledge that the Authority may be required to disclose information pursuant to the FOIA, the EIR or the Transparency Code. The Consultant shall provide all necessary assistance reasonably requested to enable the Authority to respond to a request for information within the time for compliance and permit the Authority to inspect such records as requested from time to time.

- b. The Consultant acknowledges that all payments over £250 are published in the public domain in accordance with guidelines issued by the Department of Communities and Local Government.

15. Force majeure

Neither Party will be liable for any delay in performing or failure to perform its obligations (other than a payment obligation) under this contract due to any cause outside its reasonable control. Such delay or failure will not constitute a breach of this Contract and the time for performance of the affected obligation will be extended by such period as is reasonable.

16. Severance

If any provision of this Contract is found by any judicial or other competent authority to be void, voidable, invalid, unlawful or unenforceable then such provision shall be amended by the parties in such reasonable manner as achieves the intention of the parties without illegality, and no other provision of this contract shall be rendered invalid, unenforceable or be otherwise affected.

17. Waiver

The failure by either Party to enforce at any time or for any period any one or more of the terms or conditions of this Contract shall not be a waiver of them or of the right subsequently to enforce all terms and conditions of this Contract.

18. Entire agreement

This Contract constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral. Neither Party has been given, nor entered into this Contract in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Contract.

19. Variation of Contract

No variation of Contract shall be valid or have any effect unless it is agreed in writing and signed by the Authority. No other variations to the Contract shall be accepted or paid for by the Authority.

20. Third Party Rights

A person who is not a party to this contract shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

21. Agency

The Consultant is not and shall not in any circumstances hold himself out as being the agent of the Authority.

22. Bribery and Corruption

The Consultant warrants and undertakes to the Authority that:

- a. He will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2021;
- b. He has not and shall not give any fee or reward the receipt of which is an offence under section 117(2) of the Local Government Act 1972;

- c. He will comply with the Authority's anti-bribery policy as may be amended from time to time.

23. Notices

Notices should be served on the Authority for the attention of the Head of Law, Aldern House, Baslow Road, Bakewell, Derbyshire DE45 1AE

24. Law and Jurisdiction

This Contract and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales.

SIGNED by the Parties 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 Angela Edwards, Authority Solicitor and Monitoring Officer,
Peak District National Park Authority)

Signed by a Director on behalf of the Consultant

.....
(Signature of [])