

Seaford Town Council

Confidentiality Agreement

**CONFIDENTIALITY AGREEMENT**

THIS AGREEMENT is made the ............ day of .................................. 2025

**BETWEEN**

(1) SEAFORD TOWN COUNCIL of 37 Church Street, BN25 1HG (“the Town Council”); and

(2) [ ] of [ ] (“the Bidder”),

each a “party” and together “the parties”.

**RECITALS**

(A) The Council is seeking bids for the provision of its Grounds Maintenance Services (the “Tender”).

(B) The Council will provide the Bidder with certain confidential information, including information relating to employees under the Transfer of Undertakings (Protection of Employment) Regulations 2006 (“TUPE”), for the sole purpose of enabling the Bidder to prepare and submit a tender response.

(C) The Council wishes to ensure that any Confidential Information disclosed to the Bidder in connection with the Tender remains confidential and is not used or disclosed for any purpose other than the Permitted Purpose.

**1. DEFINITIONS**

1.1. “Permitted Purpose” means considering, evaluating, and preparing a tender submission in response to the Council’s Grounds Maintenance Tender.

1.2. “Confidential Information” means all confidential or proprietary information disclosed or made available by the Council to the Bidder in any form (whether oral, written, electronic, or otherwise) in connection with the Tender, including but not limited to:

1.2.1. information relating to employees (including but not limited to TUPE-related employee liability information, pay, terms and conditions, and other employment data);
1.2.2. details of the Council’s operations, processes, plans, financial or contractual matters;
1.2.3. the fact that the Council is conducting the Tender and the terms or progress of the Tender; and
1.2.4. the existence and contents of this Agreement.

1.3. Confidential Information does not include information that:
(a) is or becomes publicly available other than as a result of a breach of this Agreement;
(b) was lawfully available to the Bidder before disclosure;
(c) becomes lawfully available to the Bidder from a third party not under an obligation of confidentiality; or
(d) the Council confirms in writing is not confidential.

**2. HANDLING OF CONFIDENTIAL INFORMATION**

The Bidder undertakes:

2.1. to keep all Confidential Information strictly confidential and use it solely for the Permitted Purpose;
2.2. not to disclose any Confidential Information to any third party except to:
2.2.1. its employees who need to know for the Permitted Purpose;
2.2.2. professional advisers engaged to assist with the Tender; and
2.2.3. any other person approved in writing by the Council;
2.3. to ensure that anyone to whom disclosure is made under clause 2.2 is informed of the confidential nature of the information and is bound by equivalent obligations;
2.4. not to copy, store, reproduce or reduce to writing any Confidential Information except as reasonably necessary for the Permitted Purpose;
2.5. to inform the Council immediately of any unauthorised disclosure or suspected breach; and
2.6. to return or securely destroy all Confidential Information (and confirm destruction in writing if requested) at the end of the Tender process, or earlier upon the Council’s request.

**3. FORCED DISCLOSURE**

The Bidder may disclose Confidential Information where required by law, court order, or regulatory authority, provided that (so far as legally permitted):

* the Bidder notifies the Council promptly of the requirement,
* consults with the Council before disclosure, and
* limits disclosure to the minimum necessary.

**4. RIGHTS AND REMEDIES**

4.1. All rights in the Confidential Information remain with the Council.

4.2. No warranties are given as to the accuracy or completeness of the Confidential Information.

4.3. The Bidder acknowledges that damages may be inadequate for breach of this Agreement and the Council is entitled to seek injunctive or equitable relief in addition to any other remedies.

**5. INDEMNITY**

The Bidder shall indemnify the Council against all costs, claims, losses, damages, and expenses arising from any breach of this Agreement by the Bidder or its employees, agents, or advisers.

**6. GENERAL**

6.1. This Agreement may only be varied in writing signed by both parties.
6.2. Failure to exercise any right does not constitute a waiver.
6.3. If any provision is invalid or unenforceable, it shall be severed and the remainder shall continue in force.
6.4. This Agreement constitutes the entire agreement between the parties regarding Confidential Information.
6.5. A person who is not a party to this Agreement has no rights to enforce any term of it.

**7. GOVERNING LAW**

This Agreement shall be governed by and construed in accordance with the laws of England and Wales, and the courts of England and Wales shall have exclusive jurisdiction over any disputes arising under it.

Signed for and on behalf of the BIDDER:

Signed: .....................................................
Position: ..................................................
Print Name: .............................................