



## **CONTRACT FOR SERVICES**

THIS AGREEMENT is made on

2022 AND IS MADE BETWEEN:

(‘the Contractor’); and

**Crewe Town Council of 1 Chantry Court, Forge Street, Crewe CW1 2DL (‘the Council’).**

### **IT IS AGREED:**

#### **1. Interpretation**

- 1.1 In this Agreement the following terms and phrases shall have the following meaning unless the context requires otherwise:

**Commencement Date**

**10/08/ 2022**

**Services**

The services to be performed by the Contractor in the course of their appointment hereunder as set out in the Invitation to Tender Document and supporting pack .

**Term**

The effective date of this agreement from the Commencement date to the Termination date.

**Termination Date**

The date of expiry of the Term, which is 31/03/2024 or earlier

termination in accordance with clause 9

**Data Protection Legislation** means the Data Protection Act 2018 which incorporates the GDPR.

- 1.2 The headings in this agreement are for convenience only and shall not affect its construction.

- 1.3 Any reference to a particular law is a reference to it as in force for the time being taking account of any amendment, extension, re-enactment or replacement and includes any subordinate legislation, statutory guidance or codes of practice made under it.

## **2. Appointment**

**2.1** With effect from the Commencement Date, the Contractor is (subject to Clause 9) appointed as a Contractor to the Council for the Term to carry out the work of Development of a Business Improvement District for Crewe.

### **2.2 Work to be delivered:**

The Contractor will be required to take the process through from assessment of the current feasibility report through all stages to Creation of a BID Establishment of BID steering Group including:

- Extensive business consultation to formulate a definitive Business Improvement District in Crewe.
- Manage meetings, recording discussions and circulating responses.
- Produce a database of hereditaments and relevant contacts.
- Provide the relevant legal governance and documentation support.
- Test and evidence viability.
- Secure decision to proceed or not to proceed.
- **If decision is taken to proceed:**
- Notify and liaise with Cheshire East Council as required.
- Draw up a fully costed 5-year business plan based on consultation with the business community.
- Manage the marketing and engagement campaign for positive outcomes.
- Ensure that the BID group is ready to form the BID management organisation.
- Take the plan to ballot in accordance with BID Regulations.

### **3.0 Duties**

The Contractor agrees:

- 3.1 To undertake and provide the Services in accordance with the Invitation to Tender.
- 3.2 To manage and carry out the Services in an expert and diligent manner and to provide their services to the best of their financial accountancy, commercial, technical and creative skill;
- 3.3 To the best of their ability, promptly and faithfully to comply with and observe all lawful and proper requests which may from time to time be given to them by Council;
- 3.4 To delegate performance of their Services to such suitably qualified and experienced personnel as they may deem appropriate if they are unable to perform their services due to circumstances beyond their control.
- 3.5 The delegation will be subject to the Council's written consent, which will not be unreasonably withheld.
- 3.6 To consult with, and obtain written approval, including the agreed price and timescale, from the Council before undertaking any work, or providing any additional materials other than those set out in the Invitation to Tender; and
- 3.7 To undertake and provide the Services in accordance with any policy documents and procedures as provided by the Council;

**4.0 Fee**

- 4.1 Fees for the Services are agreed as per the submitted Tender, and included in the Invitation to tender
- 4.2 Where necessary, VAT may be added at the appropriate rate

**5. Invoices and Payment**

- 5.1 Unless specifically agreed otherwise, invoices will be paid in arrears and submitted as per payment structure in schedule.
- 5.2 The fee is only payable in respect of Services actually provided.
- 5.3 Invoices should be submitted by post or email, addressed to the Council Officer who ordered this work. The Officer will check your invoice and send to Accounts for payment.
- 5.4 Invoices must include the contract code found on the top left hand side of the contract
- 5.5 If charging VAT, invoices must include the Contractor's VAT number

**6. Expenses**

- 6.1 The Contractor shall not be entitled to be reimbursed by the Council for all out of pocket expenses wholly, exclusively and properly incurred in the performance of the Services, but subject to the Contractor providing the Council with vouchers, receipts or other evidence of actual payment of such expenses and **subject to the arrangement being specifically agreed in advance** by the Council to the Contractor.

## **7. Confidentiality**

7.1 The Contractor hereby agrees that during the course of their appointment under this Agreement they might obtain confidential information with regard to the business and financial affairs of the project they are working on, or the Council, and those of the Council's clients, customers and suppliers details of which are not in the public domain ('Confidential Information'), and accordingly the Contractor hereby undertakes to and covenants with the Council that:

7.1.1 The Contractor shall not use the Confidential Information other than during the continuance of this Agreement and in connection with the provision of the Services;

and

7.1.2 The Contractor shall not at any time after the date of this Agreement (save as required by law) disclose or divulge to any person other than to officers or employees of the Council whose province it is to know the same Confidential Information and the Contractor shall use their best endeavours to prevent the publication or disclosure of any Confidential Information by any other person.

7.2 The restrictions set out in Clause 7.1 shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of the Contractor.

## **8. The Council's Property**

Upon the expiration or termination of their appointment under this Agreement for whatsoever cause, the Contractor shall forthwith deliver up to the Council or its authorised representative all its property, including all equipment, materials, tools, keys, swipe cards, credit cards, computer hardware and/or software, books, documents, account records and any other papers which may be in their possession, custody or control and which are the property of the Council or which otherwise relate in any way to the business or affairs of the Council and no copies of the same or any part thereof shall be retained by the Contractor. The Contractor shall then (if required by the Council) make a declaration that the whole of the provisions of this clause have been complied with.

## **9. Termination of Agreement**

9.1 Either party shall have the right at any time to terminate this Agreement by not less than one Month's notice in writing to the other party.

9.2 In addition, the Council shall have the right to terminate this Agreement at any time by summary notice without any payment in lieu in the event of the Contractor:

9.2.1 Being in material or persistent breach of any of the terms of this Agreement;

9.2.2 Dying or becoming by reason of incapacity incapable of managing their affairs;

9.2.3 Having a bankruptcy order made against them or making any arrangement with their creditors or having an interim order made against them;

9.2.4 Being convicted of any criminal offence other than a minor driving offence under the Road Traffic Acts;

9.2.5 Doing any action manifestly prejudicial to the interests of the Council or which in the opinion of the Members may bring the Council into disrepute;

And the Contractor shall have no claim against the Council in respect of the termination of their appointment for any of the reasons specified pursuant to Clause 9.2

9.3 The Council shall have the right to terminate this Agreement at any time, and recover costs, if the Contractor has offered, or given, any gift or consideration whatsoever as an inducement or reward to obtain this Agreement, or any other Agreement, with the Council.

## **10. Tax Liabilities**

10.1 The Council and the Contractor declare and confirm that it is the intention of the parties that the Contractor shall have the status of a self-employed person and shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of their fees and accordingly the Contractor hereby agrees to indemnify the Council in respect of any claims that may be made by the relevant authorities against the Council in respect of income tax and national insurance or similar contributions relating to the Services under this Agreement.

## **11. Insurance**

The Contractor further warrants to the Council that they will:

11.1 Take out and maintain throughout the term of this Agreement, adequate insurance in respect of Public Liability Insurance coverage with an insurance office of repute to protect themselves against any liabilities arising out of this Agreement and shall produce, at the request of the Council, a copy of the insurance policy or policies and relevant renewal receipts for inspection by the Council.

## **12. Data Protection and Data Processing**

12.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This Clause 12 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

In this Clause 12 Applicable Laws means (for so long as and to the extent that they apply to the Contractor) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.

12.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the data controller and the Contractor is the data processor (where Data Controller and Data Processor have the meanings as defined in the Data Protection Legislation).

12.3 Without prejudice to the generality of Clause 12.1, the Council will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the

Personal Data (as defined in the Data Protection Legislation) to the Contractor for the duration and purposes of the Contract.

- 12.4 Without prejudice to the generality of Clause 12.1, the Contractor shall, in relation to any Personal Data processed in connection with the performance by the Contractor of its obligations under the Contract:
- (a) Process that Personal Data only on the written instructions of the Council unless the Contractor is required by Applicable Laws to otherwise process that Personal Data. Where the Contractor is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Contractor shall promptly notify the Council of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Contractor from so notifying the Council;
  - (b) Ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
  - (c) Not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Council has been obtained.
  - (d) Notify the Council without undue delay on becoming aware of a Personal Data breach;
  - (e) At the written direction of the Council, delete or return Personal Data and copies thereof to the Council on termination of the agreement unless required by Applicable Law to store the Personal Data; and
  - (f) Maintain complete and accurate records and information to demonstrate its compliance with this Clause 12.
- 12.5 The Contractor will not appoint any third party processor of Personal Data without the express written permission and clear instruction from the Council.

### **13. Notices**

All notices shall be in writing and shall be deemed to have been duly given when delivered by hand, posted by pre-paid first class post to the intended recipient at the address stated in this Agreement or to such other address as that party may specify to the other in writing. Notices which have been posted as above shall be deemed received on the second business day following posting. Notices given in this manner by the Council shall be deemed properly served on the Contractor.

### **14. No Employment**

Nothing in this Agreement shall render or be deemed to render the Contractor an employee or agent of the Council. This Agreement does not create any mutuality of obligation between the Contractor and the Council.

### **15. Entire Agreement**

This Agreement contains the entire agreement and understanding of the parties relating to the subject matter of this Agreement and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between the parties, whether

written or oral.

**16     Force Majeure**

- 16.1     If either party to this Agreement is prevented or delayed in the performance of any of its respective obligations under this Agreement by “force majeure”, then such party shall be excused the performance for so long as such cause of prevention or delay shall continue;
- 16.2     For the purpose of this Agreement ‘force majeure’ shall be deemed to be any cause affecting the performance of this Agreement arising from or attributable to acts, events, omissions or accidents beyond the reasonable control of such party and including, but not limited to, the following:
- 16.2.1     Strikes, lockouts or other industrial action;
- 16.2.2     Terrorism, civil commotion, riot, invasion, war threat or preparation for war;
- 16.2.3     Fire, explosion, storm, flood, earthquake, subsidence, bad weather or other natural physical disaster;
- 16.2.4     Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport; and
- 16.2.5     Political interference with the normal operations.

**17.     Survival of Causes of Action**

The termination of this Agreement howsoever occurring shall not affect the rights and liabilities of the parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

**18.     Severability**

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

**19. Waiver**

19.1 Failure of any party to insist upon strict performance of any provision of this Agreement or the failure of any party to exercise any right or remedy to which he or she is entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this Agreement.

19.2 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be such and signed by all the parties to this Agreement.

**20. Communications**

20.1 Day to day communication with the Council for the purposes of carrying out the Services shall be done by email or mobile, the best contacts for which are:

Name: Lindsay Lewis

Email: [lindsay.lewis@crewetowncouncil.gov.uk](mailto:lindsay.lewis@crewetowncouncil.gov.uk)

Telephone: 01270 756975

20.2 Any communication to be given pursuant to the terms of this Agreement shall be in writing and shall be delivered by hand or sent by post to the address as set out in this Agreement or such other address (being in Great Britain) as the addressee may from time to time have notified for the purpose of this Clause.



## **21. Intellectual Property**

- 21.1 All Intellectual Property Rights owned or controlled by the Council prior to the Commencement Date or generated independently from the Services, and which the Contractor uses in the course of performing the Services shall remain the property of the Council.
- 21.2 All Intellectual Property Rights owned or controlled by the Contractor prior to the Commencement Date or generated independently from the Services, and which is used by the Contractor in the course of performing the Services shall remain the property of the Contractor.
- 21.3 All Intellectual Property Rights developed by the Contractor in the delivery of the Services shall be assigned by the Contractor to the Council, such rights to be available to be exploited in all territories and in perpetuity and any rights so assigned shall survive the termination of the Agreement.

## **22. Limitation of Liability**

- 22.1 Nothing in this Agreement shall limit or exclude the Council's liability for:
- 22.1.1 death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors; or
- 22.1.2 fraud or fraudulent misrepresentation.
- 22.2 Subject to clause 22.1:
- 22.2.1 the Contractor shall under no circumstances whatsoever be liable to the Council, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Agreement;
- 22.2.2 the Contractor's total liability to the Council in respect of all other losses arising under or in connection with the Agreement, whether in contract, delict (including negligence), breach of statutory duty, or otherwise, shall be limited to the amount of the Fee.
- 22.3 This clause 22 shall survive termination of the Contract.

## **23. Law and Jurisdiction**

This Agreement is governed by the laws of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.

The undersigned agree to and accept the terms of this Agreement, and the Schedule of Works it relates to, as of the date(s) below.

Name: **Pete Turner**  
Position: **Town Clerk, Crewe Town Council**  
SIGNED:

..... Date:

Name:  
Position:  
SIGNED:

..... Date: