**Schedule 6 Form of agreement**

**This Agreement** is made the day of 2017

Between

(1) **Purbeck District Council** of Westport House, Worgret Road Wareham Dorset BH20 4PP; and

(2) \* (Company Registration No. \*) whose registered office is at \* (“the Service Provider)

**Background**

(A) The Council is a local authority within the meaning of the Local Government Act 1972 and is subject to the duty under section 3 of the Local Government Act 1999 to make arrangements to secure continuous improvement in the way in which their functions are exercised, having regard to a combination of economy, efficiency and effectiveness.

(B) The Council wishes to procure the services of a provider to undertake the services for advertising on Council-owned/managed propertiesdescribed in the specification that the Council prepared (Schedule 1).

(C) The Service Provider has submitted a tender in which it has supplied the Council with a fully completed pricing schedule (Schedule 3).

(D) This Agreement which is made pursuant to the Consortium members’ powers under the Local Authorities (Goods and Services) Act 1970, the Local Government Act 1972 sections 101(5), 111, and 113, and the Local Government Act 2000 sections 2 and 20 together with all other enabling powers

It is agreed:

**1. Interpretation and meanings**

In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Contract Conditions.

**2. The Contract Documents**

The following documents shall form and be read and construed as part of this Agreement, and in the case of any ambiguity or discrepancy shall have the following order of priority:

2.1This Agreement;

2.2 Schedule of Post Tender Correspondence (if any);

2.3 Contract Conditions and annexed forms of guarantee and deeds of collateral warranty (if applicable);

2.4 The Specification; and

2.5 The Service Provider’s Tender and completed Pricing Schedule.

all of which are appended and together form the Agreement.

**3. The Service Provider's obligations**

For the consideration specified in Clause 4 the Service Provider shall perform the Services in accordance with the Contract Documents.

**4. Payment**

The Service Provider will pay the Council the sums specified below;

|  |  |
| --- | --- |
|  | Amount £ |
| Year 1 |  |
| Year 2 |  |
| Year 3 |  |
| Year 4 (if extended) |  |

These become payable under this Contract at the times and in the manner specified in the Contract Conditions.

**5. Disputes**

Any dispute concerning this Contract shall be dealt with in accordance with Condition 27 of the Conditions of Contract.

**6. Law**

This Agreement shall be governed by English law.

**In witness** of which the Parties have caused this Agreement to be executed on the date first stated above.

Signed for and on behalf of the Purbeck District Council (The Council)

(signature) …………………………………………..

Print name ………………………………. Date……………………

Signed for and on behalf of the **Service Provider**

(signature) …………………………………………

Print Name ……………………………. Date ……………………