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| **Terms and Conditions**  **for:**  **Renewal of the West London Alliance Waste Plan**  Ealing Contract Reference: [CEX23025]  Atamis Reference: C0168 |

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| Dated 202[ ] |
| **THE COUNCIL OF THE LONDON BOROUGH OF EALING**  and  [INSERT NAME OF CONSULTANT] |
| CONTRACT  To provide consultancy services for the renewal of the West London Alliance Waste Plan  *Draft: April 2024* |

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**THIS CONTRACT IS MADE ON THE DAY OF 202[4 ]**

**Between**

1. **The Council of the London Borough of Ealing** whose offices are at Perceval House 14/16 Uxbridge Road London W5 2HL (the “**Client**”); and
2. **[Insert name of Consultant]** incorporated and registered in England and Wales with company number [company number]whose registered office is at [Insert address] (the **“Consultant”**).

**WHEREAS**

1. The Client wishes to appoint the Consultant to provide the Services in respect of renewing the West London Alliances Waste Plan. The Client is the lead authority who is part of the West London Alliance.
2. The Consultant, having the necessary expertise and resources, is able and willing to undertake the provision of the Services for the consideration and on the terms set out in this Contract.
3. In consideration of the payments to be made by the Client to the Consultant under this Contract the Consultant agrees with the Client to provide the Services in accordance with the provisions of this Contract.

**It is hereby agreed**

1. DEFINITIONS AND Interpretation

The following definitions and rules of interpretation apply in this Contract (unless the context requires otherwise).

* 1. Definitions:

**Business Days**: means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.

**Client Policies**: means the policies of the Client together with any updates or replacements thereof that the Client may notify the Consultant of from time to time

**Client Property**: means all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the business or affairs of the Client or of any of its Group Members or its or their customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant's use by the Client during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant on the Client or the Consultant's computer systems or other electronic equipment during the Engagement.

**Control:** means the right to control as described in section 416 of the Income and Corporation Taxes Act 1988, and **“Controlled”** shall be construed accordingly.

**Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures**: as defined in the Data Protection Legislation.

**Commencement Date**: means the date of this Contract.

**Confidential Information**: means information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Client or of any of its Group Members for the time being confidential to the Client or to any of its Group Members and trade secrets including, without limitation, technical data and know-how relating to the business of the Client or of any of its Group Members or any of its or their suppliers, customers, agents, distributors, shareholders, management or business contacts, and including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with his Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

**Contract:** means this contract, including its Schedules.

**Data Protection Legislation:** means all applicable data protection and privacy legislation in force from time to time in the United Kingdom including the (i) Data Protection Act 2018 (ii) the General Data Protection Regulations ((EU) 2016/679) (iii) Law Enforcement Directive (Directive (EU) 2016/680); (iv) the Privacy and Electronic Communications Directive 2002/58/EC (as updated by Directive 2009/136/EC) and the Privacy and Electronic Communications Regulations 2003 (SI 2003 No. 2426) as amended and any applicable national implementing laws as amended from time to time and all applicable law, guidance, codes of practice issued relating to data protection or issued by a supervisory authority related to Personal Data and privacy.

**Deliverables**: means all activities, records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

**EIR**: means the Environmental Information Regulations 2004 and any guidance and/or codes of practice issued by the Information Commissioner in relation to such regulations.

**Engagement**: means the engagement of the Consultant by the Client on the terms of this Contract.

**Expiry Date:** means the first anniversary of the Commencement Date.

**Fee**: means the fee payable by the Client to the Consultant for the provision of the Services, calculated in accordance with the Fee Schedule and as more particularly set out in the relevant Order.

**Fee Schedule**: means the fee schedule attached at Schedule 2 (Fee Schedule), as the same may be amended from time to time by written agreement between the Parties.

**FOIA**: means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

**Group Member:** means any of the Client or its subsidiary or subsidiaries (of any tier) or holding company or companies (of any tier) or any subsidiary (of any tier) of any such holding company or companies and “subsidiary” shall bear the meanings given to it in section 1159 Companies Act 2006 but on the basis that the holding of not less than one quarter of voting rights shall be deemed to satisfy the condition in section 1159(1)(a), and a group company shall include any entity which is a registered society as defined in the Co-operative and Community Benefit Societies Act 2014;.

**Information:** has the meaning given under section 84 of the FOIA;

**Integrated Impact Assessment**: is an assessment which must incorporate the statutory responsibilities to undertake for Sustainability Appraisal (SA) Strategic Environmental Assessment (SEA). It also includes a Health Impact Assessment (HIA) and Equalities Impact Assessment (EqIA).

**Invention**: means any invention, idea, discovery, development, improvement or innovation made by the Consultant in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

**Key Person**: means [ ][[1]](#footnote-2) or any replacement appointed under Clause 4.3 or Clause 4.4.

**KPIs:** means the key performance indicators set out in paragraph 1 of Schedule 4 (KPIs), as the same may be amended by agreement between the Parties from time to time.

**Milestone:** the stages as set out in schedule 2 fee schedule

**Order:** means each individual order for the Services placed with the Consultant by the Client in accordance with Clause 6, and:

* + 1. in the form set out in Schedule 3 (Form of Order); or
    2. effected by exchange of emails setting out information such as:
       1. Services to be provided by the Consultant;
       2. Timetable for providing the Services, including any Milestones;
       3. Fees payable to the Consultant for the provision of the Services; or
    3. such other form as the Client may from time to time prescribe.

**Party**: means either party to this Contract.

**Project**: means West London Alliance waste renewal plan

**Proprietary Material:** means all drawings, details, plans, specifications, schedules, reports, calculations, software and other work (and any designs, ideas and concepts contained in them) prepared, conceived or developed by or on behalf of the Consultant in the course of or as a result of performing the Services whether in existence or to be made or produced and including all amendments and additions to them including, but not limited to, all drawings, details, plans, models, specifications, schedules, reports, calculations and 2D and 3D BIM (Building Information Modelling) information produced at any time during the design process to completion of the design.

**Request for Information:** means a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIR.

**Senior Person:** means [ ][[2]](#footnote-3) or any replacement appointed under Clause 4.3 or Clause 4.4.

**Services**: means the services to be provided by the Consultant under this Contract as more particularly set out in the Services Specification and the relevant Order.

**Services Specification:** means the services specification set out in Schedule 1 (Services Specification).

**Statutory Requirements:** means any:

* + 1. Act of Parliament (including the Building Act 1984);
    2. subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978 (including the Building Regulations);
    3. applicable European Community Law or European Directives to the extent having effect in English law;
    4. regulation or bye-laws of any local authority, statutory undertaker or public or private utility or undertaking that are applicable to the Project; and
    5. other relevant regulations, consents, permissions, codes of conduct, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Consultant is bound to comply.

**Subsidiary:** has the meaning given to it in Section 1159 of the Companies Act 2006.

**Termination Date**: means the date of termination of this Contract, howsoever arising.

**Timetable:** means the timetable for the performance of the Services, as set out in the Order.

**West London Alliance or WLA**: means the following authorities including the Client, [ The London boroughs of Ealing, Brent, Harrow, Hillingdon, Hounslow , Richmond and, the Old Oak and Park Royal Development Corporation ]

* 1. The headings in this Contract are inserted for convenience only and shall not affect its construction.
  2. A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
  3. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
  4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
  5. The Schedules form part of this Contract and shall have effect as if set out in full in the body of this Contract. Any reference to this Contract includes the Schedules.
  6. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
  7. Any phrase introduced by the words **including**, **includes**, **in particular** or **for example**, or any similar phrase, shall be construed as illustrative and shall not limit the generality of the related general words.
  8. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors or permitted assigns.
  9. An obligation on a Party to this Contract to do an act includes an obligation to procure that it is done.
  10. If there is an inconsistency between any of the provisions in the main body of this Contract and the Schedules, the provisions in the main body of this Contract shall prevail.

1. COMMENCEMENT AND DURATION
   1. The Contract shall commence on the Commencement Date and, subject to earlier termination in accordance with its terms, shall continue until the Expiry Date.
2. Duties and obligations
   1. The Consultant warrants to the Client that it has exercised and will continue to exercise, in the performance of the Services, all the reasonable skill, care and diligence to be expected of a properly qualified and competent consultant experienced in the provision of services of a similar size, scope, nature and complexity to the Services.
   2. During the term of the Contract the Consultant shall promptly give to the Client all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services.
   3. Unless the Consultant has been specifically authorised to do so by the Client in writing, the Consultant shall not:
      1. have any authority to incur any expenditure in the name of or for the account of the Client; or
      2. hold itself out as having authority to bind the Client.
   4. The Consultant shall provide the Services in accordance with:
      1. the terms of this Contract;
      2. the Services Specification;
      3. all applicable laws, legislation and regulations from time to time in force;
      4. the Client’s Policies;
      5. the Timetable (subject to Clause 3.8); and
      6. the KPIs.
   5. The Consultant shall:
      1. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
      2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
      3. promptly report to the Client any request or demand for any undue financial or other advantage of any kind received by the Consultant in connection with the performance of this Contract;
      4. ensure that all persons associated with the Consultant or other persons who are performing services in connection with this Contract comply with this Clause 3.5; and
      5. within one (1) month of the date of this Contract, and annually thereafter, certify to the Client in writing, the Consultant’s compliance with this Clause 3.5. The Consultant shall provide such supporting evidence of compliance as the Client may reasonably request.
   6. The Parties acknowledge and agree that a breach by the Consultant of Clause 3.5 shall constitute a material breach of this Contract for the purposes of Clause 14.2.
   7. In providing the Services, the Consultant shall:
      1. co-operate with the Client in all matters relating to the Services, and comply with all instructions of the Client;
      2. use personnel who are suitably qualified, skilled and experienced to perform tasks assigned to them;
      3. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
      4. obtain and at all times maintain all licences, permissions, registrations and consents which may be required for the provision of the Services; and
      5. observe all health and safety rules and regulations and any other security requirements that apply at any of the Client's premises or sites where the Services are to be performed.
   8. If at any time the Consultant is prevented or delayed in the performance of the Services for any reason, it shall promptly so notify the Client giving the specific reason for the delay or prevention, together with its best estimate of its effect on the Timetable, and shall use all reasonable endeavours to resume and expedite the Services as soon as practicable. The Consultant shall not be treated as being in breach of this Contract to the extent that it is delayed in the performance of the Services for reasons beyond its reasonable control.
   9. The Consultant warrants to the Client that it has exercised and shall continue to exercise the reasonable skill, care and diligence referred to in Clause 3.1 to ensure that he has not specified or authorised for use, will not specify or authorise for use and that he has not and will not knowingly permit the use of in the Project:
      1. any of the materials identified as potentially hazardous in the British Property Federation/British Council for Offices report ‘Good practice in the selection of construction materials’ (current edition);
      2. any other material which (or the use of which) does not comply with relevant British Standard specifications and codes of practice and good building practice current at the time of specification or authorisation or is otherwise generally known within the Consultant’s profession at the time of specification or authorisation to be deleterious or harmful to health or to the durability of the Project in the circumstances in which it is proposed to be used;
      3. any materials that do not comply with the requirements of the Building (Amendment) Regulations 2018 or any other Statutory Requirements;

and the Consultant shall notify the Client promptly if it becomes aware of any proposed or actual use in the Project of such materials or if any British Standard or code of practice relevant or applicable to the Project or any part of it or any Statutory Requirements in relation to the specification of materials is altered or amended following specification or authorisation but before practical completion of the works to the relevant property forming part of the Project. For the avoidance of doubt, reference to “authorise” or “specify” and associated terms such as “authorised” or “specified” or “authorisation” or “specification” in this Clause 3.9 only apply where the Consultant is required to authorise or specify the use of materials as part of the Services.

* 1. The Consultant shall deliver the agreed employment, training, and/or social value initiatives set out at Schedule 6.

1. CONSULTANT’S TEAM
   1. The Senior Person has full authority to act on behalf of the Consultant for all purposes in connection with this Contract and he shall be available at such times and shall devote such time and attention as may be necessary to ensure the proper performance by the Consultant of the Services.
   2. The services of the Key Person shall be available at such times and for as long as may be necessary, and he shall devote such time and attention as may be necessary, to ensure the proper performance by the Consultant of the Services.
   3. The Consultant shall not replace the Senior Person or the Key Person without the prior approval of the Client (such approval not to be unreasonably withheld or delayed) and shall only replace either of them with a person approved by the Client with equivalent or higher levels of qualifications and experience (such approval not to be unreasonably withheld or delayed). Other than in cases of emergency, the Consultant shall ensure that there is an appropriate handover period between the person being replaced and his replacement.
   4. The Client may, after consultation with the Consultant, request the removal of any person engaged in the performance of the Services if, in the Client’s reasonable opinion, his performance or conduct is or has been unsatisfactory and the Consultant shall promptly replace him with a person approved by the Client with equivalent or higher levels of qualifications and experience (such approval not to be unreasonably withheld or delayed).
   5. The Consultant shall allocate to the Project sufficient and appropriate numbers of appropriately qualified personnel as may be necessary, who are suitably skilled and experienced to perform the tasks assigned to them, to ensure at all times the proper, effective and efficient performance of the Services. The Consultant shall ensure that the persons undertaking Services and/or overseeing and supervising the delivery of Services maintain professional memberships / certifications as referred to in Schedule 1[[3]](#footnote-4) and shall provide evidence to the Client upon request. The Consultant shall ensure that its organisation and the individuals and any sub-consultants it employs to carry out the Services have the necessary and appropriate technical and behavioural competence to perform the Services for the Project. Such judgement shall be made by reference to law/regulation and relevant industry standards and best practice on competence, including in relation to building safety. The Consultant shall provide evidence of such competence to the Client upon request. By accepting this appointment, the Consultant warrants to the Client that it has satisfied itself that it has the necessary competence to undertake the relevant Services for the Project.
2. THE CLIENT’S OBLIGATIONS AND FACILITIES
   1. The Client shall, if requested by the Consultant, supply to the Consultant in a reasonable time (having regard to the time and nature of the request) any necessary and relevant data and information in the possession of the Client, provided that the Client shall not be liable for any inaccuracy or discrepancy in data or information supplied to the Consultant under this Clause.
   2. The Client shall, if requested by the Consultant, in a reasonable time (having regard to the time and nature of the request) give its comments, decisions and instructions on any matter properly referred to the Client by the Consultant.
   3. The Client shall provide the Consultant with such access to the Client’s premises and other facilities as may reasonably be requested by the Consultant and agreed with the Client in writing in advance, for the purposes of the performance of the Consultant’s obligations under this Contract.
   4. The Client shall inform the Consultant of any health and safety, security and information security rules, regulations and requirements that apply in respect of any of the Client's premises and facilities referred to in Clause 5.3, and the Consultant shall comply (and shall procure that all persons employed or engaged by it in connection with the performance of its obligations under this Contract shall comply) with such rules, regulations and requirements.
3. ORDERS FOR SERVICES
   1. The Client shall be entitled to instruct the Consultant to provide Services at any time during the term of this Contract by issuing the Consultant with an Order, and the Consultant shall provide such Services as and when instructed by the Client on the terms and conditions of this Contract.
   2. The decision whether to instruct the Consultant to supply any Services shall be at the sole discretion of the Client. The Client does not warrant that the Consultant will receive a minimum level of services under this Contract and the Consultant hereby understands and agrees that it shall have no claim for loss of business, profit, overheads or any other losses and/or damages against the Client in respect of the volume of services ordered, if any, by the Client under this Contract.
   3. The Parties acknowledge and agree that the terms of this Contract shall apply to the provision of Services under any Order placed pursuant to this Contract, to the exclusion of all other terms.
4. FEES
   1. In consideration of the performance of the Services in accordance with this Contract, the Client shall pay to Consultant the Fees (subject to any adjustment, deduction or review made or agreed in accordance with this Contract) in accordance with the provisions of this Clause 7.
   2. The Consultant shall invoice the Client for the Fees at the intervals specified, or on the achievement of the Deliverables and/or Milestones set out in the Order. If no intervals or Milestones are specified, the Consultant shall invoice the Client within five (5) days of the end of each month for the Services performed in that month.
   3. Each invoice submitted by the Consultant pursuant to Clause 7.2 shall set out:
      1. the amount that the Consultant considers due as the Fee for the provision of the Services (calculated in accordance with the rates and prices set out in the Fee Schedule);
      2. a brief but sufficiently detailed description of the Services carried out, and the dates on which the Services were commenced and completed;
      3. any deductions, additions or adjustments agreed in writing by the Client;
      4. the purchase order number provided by the Client; and
      5. any other information or documents which the Client has given notice to the Consultant that it considers is necessary, in its discretion, to approve payment before any payment in respect of the invoice shall be considered by the Client.
   4. The payment due date shall be on the date the Client receives each invoice.
   5. No later than five (5) days after payment becomes due, the Client shall notify the Consultant of the sum that the Client considers to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated.
   6. The final date for payment shall be thirty (30) days after the date on which payment becomes due.
   7. Subject to Clause 7.9 and unless the Client has served a notice under Clause 7.8, it shall pay the Consultant the sum referred to in the Client's notice under Clause 7.5 (or, if the Client has not served notice under Clause 7.5, the sum referred to in the invoice referred to in Clause 7.2) (the **notified sum**) on or before the final date for payment of each invoice.
   8. Not less than one day before the final date for payment (in this Clause 7, the **prescribed period**), the Client may give the Consultant notice that it intends to pay less than the notified sum (in this Clause 7, a **pay less notice**). Any pay less notice shall specify:
      1. the sum that the payer considers to be due on the date the notice is served; and
      2. the basis on which that sum is calculated.

If the Client gives a pay less notice then the notified sum to be paid on or before the final date for payment shall be the sum stated in the pay less notice.

* 1. Notwithstanding Clause 7.7 and Clause 7.8, if the Consultant becomes Insolvent after the prescribed period, the Client shall not be required to pay the Consultant the notified sum on or before the final date for payment.
  2. If:
     1. subject to Clause 7.9, the Client fails to pay in full the notified sum to the Consultant under this Contract by the final date for payment under Clause 7; and
     2. the Client has not given a pay less notice complying with Clause 7,

the Consultant may suspend the performance of any or all of its Services and other obligations under this Contract by giving not less than seven (7) days' notice to the Client of its intention to do so and stating the ground or grounds on which it intends to suspend performance. The right to suspend performance shall cease when the Client makes payment in full of the amount due and any period during which performance is validly suspended under this Clause shall be disregarded in computing the time taken by the Consultant to complete any of the Services affected by the suspension.

* 1. Any amount due under this Contract which is not paid by the final date for payment under Clause 7.6 shall carry interest at the rate of four percent (4%) above the base rate from time to time of the Bank of England for the period between the final date for payment and the date upon which payment is made and the Parties agree that this constitutes a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 and associated legislation.
  2. All sums payable under this Contract are exclusive of any applicable value added tax which will be added to each invoice at the applicable rate at the time and will be paid for by the Client.
  3. If any sums are due to the Client from the Consultant, the Client shall be entitled to exercise the right to set-off such sums against any sums due to the Consultant in relation to this Contract.
  4. If the nature and scope of an Order or of the Services is materially altered in accordance with the Client’s requirements, the Client and the Consultant shall agree a fair and reasonable adjustment to the Fee to reflect any substantial increase or decrease in the work required of the Consultant resulting from the alteration. For the avoidance of doubt a delay to the Timetable will only amount to a material alteration for the purpose of this Clause where the Consultant demonstrates that the delay has resulted in a substantial increase in the work required of the Consultant.
  5. In addition to the Services, the Consultant shall perform any other services in relation to the Project which the Client may reasonably instruct. Subject to Clauses 7.16 and 7.17, the Client shall pay an additional fee to the Consultant in respect of any services so instructed, the amount and timing of payment of which shall be agreed between the Parties or (if the Client in his sole discretion decides) calculated by reference to the hourly rates in schedule 2.
  6. It is a condition precedent to the Consultant’s right to payment under Clause 7.15 that, prior to commencing any additional services, it shall notify the Client that it intends to seek additional payment and shall provide to the Client an estimate of such additional payment and that the Client has agreed to this.
  7. Notwithstanding Clauses 7.14 and 7.15, the Consultant shall not be entitled to any increase in the Fee nor to any additional payment to the extent that the need for such additional work and/or services results from any negligence, omission or default on the part of the Consultant in the performance of its obligations under this Contract.

1. EXPENSES
   1. [The Client shall reimburse all reasonable expenses properly and necessarily incurred by the Consultant in the course of the Engagement, subject to prior Client approval of the same and production of receipts or other appropriate evidence of payment]
2. CONFIDENTIAL INFORMATION
   1. The Consultant acknowledges that in the course of the Engagement it will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this Clause 9.
   2. The Consultant shall not (except in the proper course of its duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use its best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:
      1. any use or disclosure authorised by the Client or required by law; or
      2. any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.
   3. At any stage during the Engagement, the Consultant will promptly on request return all and any Client Property in its possession to the Client.
   4. The Consultant shall not, without the prior consent of the Client, take or authorise the taking of any photographs of the Project for use in any publicity or advertising nor publish alone or in conjunction with any other person any articles, photographs or other illustrations relating to the Project or any part of it, nor shall it impart to any publication, journal or newspaper or any radio or television programme any information about the Project, or refer to the Project for marketing purposes.
3. FREEDOM OF INFORMATION AND DATA PROTECTION
   1. Nothing in the Contract shall prevent the Client from disclosing any Information which the Client in its absolute discretion considers it is required to disclose in order to comply with the FOIA and/or the EIR and any other statutory requirements whether or not existing at the date of this Contract, and the Client reserves the right to make such disclosure without reference to the Consultant.
   2. If the Client shall at any time notify the Consultant that it has received a Request for Information in respect of which the Client requires the Consultant's assistance then:
      1. the Consultant shall at its own cost provide and procure that its sub-contractors provide all necessary assistance required by the Client in order to allow the Client to comply with the request for Information within the period or periods when it is obliged to respond to the request for Information; and
      2. without limitation to the foregoing the Consultant shall at its own cost within five (5) Business Days of request supply and procure that its sub-contractors supply to the Client such Information and documents requested by the Client in such form as reasonably prescribed by the Client.
      3. This Clause 10 shall survive the termination or expiry of this Contract.
   3. To the extent that compliance with this Contract involves the Consultant processing personal data (such terms having the meanings given in the relevant Data Protection Legislation) the Consultant shall comply with the relevant Data Protection Legislation in relation to that personal data. Without prejudice to the generality of this Clause 10.3, the Consultant shall, in relation to such personal data comply with Schedule 5 (Data Protection).
4. INTELLECTUAL PROPERTY
   1. The copyright in the Proprietary Material shall remain vested in the Consultant, but the Consultant grants to the Client an irrevocable royalty-free non-exclusive licence to use and to reproduce any or all of the Proprietary Material for any purpose connected with the Project, including (without limitation) the execution and completion of the Project and the subsequent use, operation, maintenance, letting, occupation, management, sale, promotion, advertisement, extension, alteration, reinstatement, refurbishment and repair of the Project.
   2. The licence referred to in Clause 11.1 carries the right to grant sub-licences and shall be transferable to third parties and shall subsist notwithstanding the expiry or determination (for any reason) of the Consultant’s engagement under this Contract.
   3. The Consultant acknowledges that it is the author (as referred to in the Copyright, Designs and Patents Act 1988) of the Proprietary Material and waives any moral rights which it might otherwise be deemed to possess under Chapter IV of that Act in respect of the Proprietary Material and of the Project.
   4. The Consultant shall provide a complete set of copies of the Proprietary Material to the Client without charge on request and upon payment by the Client of the Consultant’s reasonable copying charges.
   5. The Consultant shall not be liable for the consequences of any use of the Proprietary Material for any purpose other than that for which it was prepared or provided by the Consultant.
5. INDEMNITY
   1. The Consultant accepts full responsibility for and shall indemnify and defend and hold harmless the Client and each of its Group Member’s from and against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Client and each of its Group Member’s or for which the Client and each of its Group Member’s may become liable, arising from or in connection with any negligence of or breach of this Contract by the Consultant or any of its employees or agents.
   2. Save where extended by any Statutory Requirements, the Consultant’s liability under this deed shall expire 12 years from completion of the Services or termination of this Contract (whichever is later) (“**Limitation Date**”), save in respect of any claims notified before or on the Limitation Date. No action or proceedings for any breach of this deed may be commenced against the Consultant after the Limitation Date.
6. INSURANCE
   1. Without prejudice to the Client’s rights under this Contract, the Consultant shall throughout the term of the Contract take out and maintain with reputable insurers such policies of insurance as may be necessary to insure the Consultant against all manner of risks that might arise in connection with the Consultant's performance of its obligations under the Contract including (without limitation) in respect of the following risks:
   2. employers' liability insurance including (without limitation) in respect of personal injury or death of any person arising under a contract of service with the Consultant and/or arising out of an incident occurring during the course of such person's employment in compliance with the Employer's Liability (Compulsory Insurance) Act 1969. Such insurance cover shall not be less than £5 million in respect of any one incident;
      1. public liability insurance; such insurance cover shall be not less than £10 million in respect of any one incident;
      2. professional indemnity insurance with insurers of good repute and substance based in the United Kingdom in the amount of £2 million for each and every claim for the period from the date of this Contract to the date that is twelve (12) years after the completion of all Services under the Contract provided always that such insurance is available to persons carrying out services of a similar scope, value and nature to the Services in the market at commercially reasonable rates and terms, and taking no account of the Consultant’s claims record; and
      3. such other risks as may from time to time be required by the Client.
   3. The Consultant shall upon request produce to the Client a copy of the policies effecting the insurances referred to in Clause 13.1 together with documentary evidence that such insurances are properly maintained and that all insurance premiums have been paid.
7. TERMINATION
   1. The Client may terminate all or any part of this Contract at any time on giving not less than seven (7) days’ written notice to the Consultant.
   2. Either Party may terminate this Contract with immediate effect by giving written notice to the other Party if:
      1. the other Party commits an irremediable material breach of this Contract;
      2. the other Party commits a remediable material breach of this Contract and fails to remedy that breach within a period of twenty (20) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;
      3. the other Party ceases, or threatens to cease, to carry on its business, becomes insolvent, or has a liquidator, trustee in bankruptcy, receiver, manager, administrator or administrative receiver appointed in respect of its assets, or suffers any event analogous to any of the foregoing in any jurisdiction in which it is incorporated or resident.
   3. The Client may terminate this Contract by written notice to the Consultant having immediate effect if:
      1. the Consultant becomes Controlled by a person or persons which do not Control it at the date of the Contract;
      2. the Consultant becomes a Subsidiary of a body of which it is not a Subsidiary at the date of the Contract;
      3. the Consultant without reasonable cause fails to proceed diligently with the Services or wholly suspends the carrying out of the same;
      4. the Consultant breaches any of the terms of Clause 13; or
      5. without prejudice to Clauses 14.2, 14.3(c) or (d), the Consultant has committed any other breach of the Contract and has not remedied such breach to the satisfaction of the Client within thirty (30) days of a written notice from the Client to the Consultant specifying the breach and requesting it to be remedied.
8. CONSEQUENCES OF TERMINATION
   1. Any provision of this Contract which expressly or by implication is intended to come into or continue in force on or after termination of this Contract shall remain in full force and effect.
   2. Termination of this Contract, for any reason, shall not affect the accrued rights, remedies, obligations or liabilities of the Parties existing at termination.
   3. Without prejudice to the remaining provisions of this Clause 15 the Parties shall continue to perform their obligations under this Contract, notwithstanding the service by either Party of a termination notice, until such time as such termination becomes effective (if later than the time of service of such notice).
   4. In the event of termination or expiry of this Contract (or part thereof) for whatever reason the following provisions shall apply:
      1. the Client shall not be liable to the Consultant for any loss of profits, loss of contracts or other costs, losses and/or expenses incurred by the Consultant as a result of or in connection with such termination or expiry;
      2. on the Termination Date the Consultant shall immediately deliver to the Client all Client Property and original Confidential Information in its possession or under its control; and
      3. on the Termination Date the Consultant shall irretrievably delete any information relating to the business of the Client or any of its Group Members stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the premises of the Client.
   5. If the Contract is terminated in whole or in part by the Client pursuant to Clause 14.2 or 14.3, then:
      1. the Client shall cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Consultant’s Engagement (and/or resulting for or arising out of any breach of the Contract by the Consultant) shall have been calculated and such calculation shows a net sum or sums due to the Consultant (in which event Clauses 15.5(d) and 15.5(e) will apply); and
      2. the Client shall be entitled to repossess any of its materials, equipment or other goods loaned or hired to the Consultant if applicable and to exercise a lien over any of the materials, equipment or other goods belonging to the Consultant for any sum due hereunder or otherwise from the Consultant to the Client; and
      3. the Client shall be entitled to employ and pay other persons to provide and complete the provision of the Services and to use all such Consultant’s materials, equipment or other goods for the purposes; and
      4. the Client shall be entitled to deduct from any sum or sums which would have been due from the Client to the Consultant under the Contract or any other contract or be entitled to recover the same from the Consultant as a debt and any loss or damage to the Client resulting from or arising out of the termination of the Consultant's Engagement. Such loss or damage shall include the reasonable cost to the Client of the time spent by its officers in terminating the Consultant's Engagement and in making alternative arrangements for the provision of the Services; and
      5. when the total costs, loss and/or damage resulting from or arising out of the termination of the Consultant's Engagement has been calculated and deducted so far as practicable from any sum or sums which have been due to the Consultant any balance shown as due to the Client shall be recoverable as a debt or alternatively the Client shall pay to the Consultant any balance shown as due to the Consultant after the exercise of this right of set off.
   6. The Consultant shall, within five (5) Business Days of a request from the Client, provide to the Client any information reasonably considered to be relevant by the Client to permit the Client to prepare any necessary documentation and carry out any retendering of the Services or services similar to the same.
9. WAIVER

No failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

1. SEVERANCE

If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause shall not affect the validity and enforceability of the rest of this Contract.

1. ENTIRE CONTRACT AND AMENDMENT

This Contract constitutes the entire agreement between the Parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.

1. ASSIGNMENT AND SUB-CONTRACTING
   1. The Consultant shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Contract without the prior written consent of the Client.
   2. If the Consultant assigns or subcontracts any of its obligations under this Contract to any third party, the Consultant shall be fully responsible to the Client for the proper performance of those obligations and for any act or omission of the third party in relation thereto.
   3. The Client may at any time assign, transfer, mortgage, charge or deal in any other manner with any or all of its rights and obligations under this Contract, provided that the Client gives prior written notice to the Consultant. The Consultant shall enter into all necessary documentation to give effect to such assignment, novation, charge or transfer.
   4. Notwithstanding Clause 9, a Party assigning any or all of its rights under this Contract may disclose to a proposed assignee any information in its possession that relates to this Contract or its subject matter, the negotiations relating to it and the other party which it is reasonably necessary to disclose for the purposes of the proposed assignment, provided that no disclosure pursuant to this Clause 19.4 shall be made until notice of the identity of the proposed assignee has been given to the other Party.
2. NO PARTNERSHIP OR AGENCY

Nothing in this Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the Parties, constitute any Party the agent of another party, nor authorise any Party to make or enter into any commitments for or on behalf of any other party.

1. THIRD-PARTY RIGHTS
   1. Any Group Member of the Client may in its own right enforce any term of this Contract. Otherwise, unless the right of enforcement is expressly granted, it is not intended that any third party should have the right to enforce any term of this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.
   2. The Parties may rescind or vary this Contract without the consent of any third party to whom an express right to enforce any of its terms has been granted.
2. RIGHTS AND REMEDIES
   1. Except as expressly provided in this Contract, the rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.
   2. Except as otherwise expressly provided by this Contract, all remedies available to either Party for breach of this Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
3. NOTICES

Any request, instruction or other documentation to be given under this Contract shall be delivered or sent by first class post or by electronic mail to the address of the other Party set out in this Contract (or such other address as the other may have notified the first Party for this purpose) and any such notice or other document shall be deemed to have been served, (if delivered) at the time of delivery or (if sent by post) upon the expiration of forty eight (48) hours after posting and (if sent by electronic mail) upon transmission unless a notice of non-delivery is received within two (2) hours after transmission.

1. DISPUTE RESOLUTION
   1. If there is a dispute between the Parties concerning any matter arising from or in connection with this Contract, the Parties will use reasonable endeavours to settle the matter in accordance with the dispute resolution procedure set out below.
   2. Any dispute which has not been resolved between the Parties within five (5) days of the matter being raised by one to the attention of the other, may be escalated by either Party to a member of the senior management team of the other Party, by notice in writing.
   3. If the dispute has not been resolved within fourteen (14) days of a notice under Clause 24.2, the Parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR. To initiate the mediation a Party must give notice in writing (**“ADR notice”**) to the other Party to the dispute requesting a mediation. A copy of the request should be sent to CEDR. The mediation will start not later than twenty (20) days after the date of the ADR notice.
   4. Escalation of a dispute or the commencement of a mediation will not prevent the Parties commencing or continuing court proceedings at any stage.
2. FREEDOM OF INFROMATION
   1. The Consultant acknowledges that the Client is subject to the requirements of the FOIA and the EIRs. The Consultant shall:
      1. provide all necessary assistance and cooperation as reasonably requested by the Client to enable the Client to comply with its obligations under the FOIA and EIRs;
      2. Transfer to the Client all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
      3. provide the Client with a copy of all Information belonging to the Client requested in the Request for Information which is in its possession or control in the form that the Client requires within 5 Working Days (or such other period as the Client may reasonably specify) of the Client's request for such Information; and
      4. not respond directly to a Request for Information unless authorised in writing to do so by the Client.
   2. The Consultant acknowledges that the Client may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Consultant. The Client shall take reasonable steps to notify the Consultant of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Client shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information or any other information is exempt from disclosure in accordance with the FOIA or the EIRs.
   3. Notwithstanding any other term of this agreement, the Consultant consents to the publication of this agreement in its entirety (including variations), subject only to the redaction of information that the Client considers is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.
   4. The Client shall, prior to publication, consult with the Consultant on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion. The Consultant shall assist and co-operate with the Client to enable the Client to publish this agreement.
3. GOVERNING LAW AND JURISDICTION
   1. This Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
   2. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims)
4. VARIATION

No variation of this Contract shall be effective unless it is in writing and signed by the Parties (or their authorised representatives).

1. COUNTERPARTS

This Contract may be executed in any number of counterparts, all of which when taken together shall constitute one and the same instrument.

**IN WITNESS** whereof this Contract has been signed and delivered as a deed on the date and year stated at the beginning of this Contract

|  |  |
| --- | --- |
| Executed as a deed by affixing  the Common Seal of  **THE COUNCIL OF THE LONDON BOROUGH OF EALING**  in the presence of: | )  )  )  ………………………………………………  Authorised Signatory |
| Executed as a deed by  [**CONSULTANT**] acting by: | ) )  Director  Director/Company Secretary |

1. – Services Specification
   * + 1. PHASED DELIVERY AND OUTPUTS

The following 7 work packages will be provided by the Consultant as per each Order:

* + - * 1. Waste needs assessment and engagement;
        2. Site/Area Assessment and engagement;

Habitats Regulation Screening assessment

Appropriate assessment;

* + - * 1. Drafting Regulation 18 West London Waste Plan for public consultation;
        2. Analysis of Regulation 18 consultation responses and updating documents to produce a Regulation 19 West London Waste Plan for public consultation;
        3. Analysis of consultation responses and updating documents to produce a Regulation 22 (Submission) West London Waste Plan; and
        4. Update West London Waste Plan and supporting documents for adoption.
      1. WORK PACKAGE 1: WASTE NEEDS ASSESSMENT AND ENGAGEMENT
         1. Work Package 1 will be expected to demonstrate:

How much of each waste stream is currently being produced in the seven authority areas, including but not limited to:

Local Authority Collected Waste (LACW)

Commercial and Industrial Waste (C&I)

Construction and Demolition & Excavation Waste (CD &E)

Agricultural Waste

Hazardous waste

Waste Water

ow level radioactive waste (LLW)

How and where these waste streams are currently managed, in line with Planning Practice Guidance Paragraph: 024 Reference ID: 28-024-20141016, considering the sites currently identified in the 2015 WLWP and identifying new licensed sites.

How each borough is currently performing in relation to the recycling targets outlined at 3.5.

The actual movement of waste into and out of the authorities’ areas.

The amount of waste projected to be produced over the 15 year plan period for all waste streams, taking into account the London Plan 2021 apportionment. (With assumptions and methodology of capacity determination being clearly explained).

Documented evidence of engagement with all statutory and relevant non-statutory consultees in the development of the work, including presentations on the findings (see outputs in paragraph 1.2 Schedule 4). Consultees to be agreed with the Client team.

List of bodies and organisations that could be considered appropriate to communicate with to satisfy our Duty to Cooperate/future alignment policy test. This includes the mapping of all waste stream imports and exports and initial contacts with the stakeholders. Please provide separate price options for this task.

Timescales of the Project.

* + - * 1. The Waste Needs Assessment must be based on up to date evidence and be sufficiently robust so that it can stand up to intense scrutiny at Independent Examination.
        2. The Waste Needs Assessment must be fully compliant and in line with requirements of current and emerging policy including (but not limited to):

Waste Management Plan for England

National Planning Policy Framework

Planning Practice Guidance

National Planning Policy for Waste

Relevant legislation - Localism Act/TCPA/PA etc

The London Plan: The Spatial Development Strategy for Greater London (London Plan, 2021).

EU Waste Framework Directive, (2008/98/EC)

* + - 1. WORK PACKAGE 2: SITE/AREA ASSESSMENT AND ENGAGEMENT
         1. Work Package 2 will be expected to:

Assess the extent to which existing waste infrastructure, transfer, disposal and recovery facilities would meet projected waste needs. This will need to:

re-assess existing allocated or safeguarded waste sites to understand if these provisions are still appropriate or if they need to be removed.

include appropriate GIS mapping to identify each assessed waste infrastructure site and a corresponding report/spreadsheet that includes details for each site, including licensed capacity, throughput for each of the last 5 years and following dialogue with respective operators, estimates of realistic capacity that can be achieved on sites.

confirm a capacity gap or surplus in terms of throughput and landtake relative to need. If there is a gap in capacity, agreed site selection criteria and new sites/areas will be required to address this.

* + - 1. WORK PACKAGE 3A HABITATS REGULATIONS SCREENING ASSESSMENT
         1. Prepare Habitats Regulation Screening Assessment.
      2. WORK PACKAGE 3B: APPROPRIATE ASSESSMENT
         1. If required, prepare an Appropriate Assessment.
      3. WORK PACKAGE 4: DRAFT WASTE PLAN (REGULATION 18)
         1. Based on Work Packages 1 and 2, and all available evidence base, consultants will be asked to prepare a Draft Waste Plan for consultation which should include all supporting documents, including but not limited to:

A full integrated Impact Assessment including Sustainability appraisal, with a Strategic Environmental Assessment, Equalities impact assessment and Health Impact Assessment.

Strategic flood risk assessment

Duty to Cooperate/Alignment Policy Statement

Call for Sites form and engagement list

* + - * 1. The Consultant is encouraged to employ independent specialist sub-consultants to produce the supporting Integrated Impact Assessment documentation unless they can demonstrate robust internal independence from the authors of the Draft Plan. This independence will contribute to the robustness of The Plan at examination. This approach provides for a comprehensive assessment, which seeks to increase consistency and expediency of assessment work and benefits from a shared understanding of policies.
        2. The Draft Waste Plan must be compliant with all relevant legislation, policies and guidance, including those listed in paragraph 2.3.
      1. WORK PACKAGE 5: REVISED DRAFT WASTE PLAN (REGULATION 19)
         1. Following a Regulation18 consultation, the Consultant will be asked where necessary to update all documents delivered under Work Package 1 - 4 taking into account the representations received.
      2. WORK PACKAGE 6: SUBMISSION WASTE PLAN (REGULATION 22)
         1. Following Regulation 19 consultation, consultants will be asked where necessary to update all documents delivered under work package 1-4 taking into account representations received. This includes any necessary main and minor modifications to be submitted with the Plan to address matters of soundness.
      3. WORK PACKAGE 7: UPDATE WLWP AND SUPPORTING DOCUMENT FOR ADOPTION
         1. Consultants will be required to make modifications to the West London Waste Plan as directed by the Planning inspectorate following examination.
         2. As the modifications are an unknown element in the process; the client may require additional Services and shall paid be in line with the Fee Schedule set out in Schedule 2.
      4. GENERAL
         1. The consultants will be expected to work within the brief, in line with relevant legislation and published national and regional policies and guidance. Any variation in terms of the methodological or technical approach or data sources should be explained and agreed in writing with the individual members of the Client Team. Any assistance or information required from the Client Team should be specified in the tender submission.
         2. Jointly or individually, the authorities will require the consultant team’s assistance in providing representations and evidence during the examination.
         3. The Consultant may be required to attend Independent Examination for the Waste Plan to support the Client Team if necessary and the Consultant will be expected to attend.
         4. Authorities will hold the copyright of both printed and digital material produced.

1. – Fee Schedule
2. **Payment of Fees**
   1. For each of the work packages involved in the preparation of the new West London Waste Plan, 50% payment will be made upon completion of a draft report and another 50% payment on completion of a signed off final report (all authorities will need to be satisfied and agree officer sign off of all reports to confirm completion).
3. **Standard Consultant Fees**

|  |  |  |  |
| --- | --- | --- | --- |
| Consultant | job title | individual specialism | hourly rate / |
|  |  |  |  |
|  |  |  |  |
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1. **Attendance at meetings and independent examination**

|  |  |  |  |
| --- | --- | --- | --- |
| Consultant | job title | individual specialism | day rate |
|  |  |  |  |
|  |  |  |  |
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1. **Reimbursement of Expenses**
2. – Form of Order

**From**: The Council of the London Borough of Ealing whose offices are at Perceval House 14/16 Uxbridge Road London W5 2HL [( (the “**Client**”);

**To**: [insert name of consultant and address] (the **“Consultant”**)

**Date:** *[Insert]*

**Order reference**: *[Insert]*

This Order is issued pursuant to the contract dated *[insert date]* between the Client and the Consultant (the **“Contract”**). The terms of such Contract shall apply to the provision of the Services by the Consultant under this Order. Capitalised terms in this Order shall have the meaning given to them in the Contract.

**1. Services to be provided by the Consultant**

The Consultant shall provide Work Package [ ]

**2. Timetable for providing the Services, including any Milestones**

The Consultant shall complete Work Package within [ ]

**3. Fees payable to the Consultant for the provision of the Services**

The Fees payable to provide completion of Work Package 1 shall be in the sum of [ ].

This broken down as follows:

[ ]

Please return to us the copy of this Order which is enclosed, signed on your behalf in the place indicated.

Signed for and on behalf of the **Client**

…………………………………………………

Signed for and on behalf of the **Consultant**

…………………………………………………

1. - KPIs
   * + 1. KPIs
          1. Deliverables and activities are set out in the relevant work packages below.
          2. Consultants will be expected to deliver the following outputs for all work packages:

A robust written report covering all of the requirements detailed in the Schedule 1, with sites and locations clearly described.

A freestanding executive summary report. This is to communicate key messages and statistics to the non-technical reader.

The final report must be provided in electronic format compatible with the authorities’ software. (Drafts should be provided in MS Word). This must meet relevant accessibility standards to enable them to be published on the web.

GIS mapping should be provided in electronic format compatible with the participating authorities’ software.

Progress updates with the Client Team or their representatives every 2 weeks, 1 presentation for internal stakeholders.

Freestanding PowerPoint presentation packs for use relaying the report to Councillors, directors and other parties.

* + - * 1. Any additional KPIs as maybe agreed will be set out in the Order in addition to this Schedule 4.
      1. work package 2
         1. The consultants will be expected to draft a Call for Sites form and, using information gathered in the Waste Needs Assessment, prepare an initial Call for Sites engagement list with details for existing waste operators and other waste operators for the authorities to use as the basis for consultation/engagement.
         2. The work package must deliver equivalent outputs to those listed paragraph 2.3 of Schedule 1.
      2. work package 4
         1. The Draft Waste Plan must be prepared in a range of formats, Word, PDF and Power Point including posters and other material in preparation of Reg 18. These are expected to meet relevant accessibility standards to enable them to be published on the web.
         2. Consultants are expected to work closely with officers and representatives to ensure all authorities have equal input into the waste plan and have agreement with its contents.
         3. It is expected that each authority will conduct/issue their own Reg 18 consultation. However, the appointed consultant team will be responsible for drafting responses to the representations and compiling the consultation statement.
         4. The work package must deliver equivalent outputs to those listed in paragraph 1.2 of schedule 1 but for the Reg 18 stage.
      3. work package 5
         1. The Revised Waste Plan must be compliant with all relevant legislation, policies and guidance, including those listed in paragraph 2.3 of schedule 1.
         2. The Revised Draft Waste Plan must be prepared in a range of formats, Word, PDF and Power Point including posters and other material in preparation of Regulation 19 consultation.
         3. Consultants are expected to work closely with officers and representatives to ensure all authorities have equal input into the waste plan and have agreement with its contents.
         4. It is expected that each authority will conduct/issue their own Reg 19 consultation. However, the appointed consultant team will be responsible for drafting responses to the representations and compiling the consultation statement.
      4. work package 6
         1. The Draft Waste Plan must be compliant with all relevant legislation, policies and guidance, including those listed in paragraph 2.3 of Schedule 1.
         2. The Revised Draft Waste Plan must be prepared in a range of formats, Word, PDF and Power Point including posters and other material in preparation for examination.
         3. Consultants are expected to work closely with officers and representatives to ensure all authorities have equal input into the waste plan and have agreement with its contents.
         4. It is expected that each authority will conduct/ issue their own consultation in association with the submission of the Plan.
         5. The Revised Draft Plan must be to a robust and comprehensive standard to satisfy public examination.
         6. Consultants will be required to collate and/or produce all supporting documents for submission.
         7. The work package must deliver outputs listed in work package 4, with sites and locations clearly described, and deliver equivalent outputs to those listed in paragraph 1.2 but for the Reg 22 stage.
         8. The Submission Waste Plan must be agreed by all authorities. Consultants are expected to take a step by step approach and work closely with officers to ensure the final waste plan is satisfactory for each of the seven authorities.
         9. The examination process – borough officers will be present at the examination session and consultants will be required to help present and support where necessary. Call off options will be required for the examination stage, ref para 5.3.
      5. KPI REVIEW
         1. Meeting with the Client Team will be held every two weeks. Consultants will report on a regular basis, as agreed. Such updates on progress will ensure the project keeps to schedule and any problems are flagged up as soon as they arise.
         2. Individual meetings with the Client Team will be necessary. Workshops or meetings with council officers in other disciplines outside of planning should be considered if this benefits the Waste Plan.
         3. Within five (5) Business Days of the end of each month of the term of the Contract, the Consultant shall provide the Client with details of the Consultant’s performance of the Services against the KPIs during that month, together with such information as the Client may reasonably require in connection with the same.
         4. Following receipt of the information referred to in paragraph 2.1, the Client shall undertake an assessment of the Consultant’s performance against the KPIs and shall, within five (5) Business Days of completing such assessment, provide the Consultant with confirmation of the results of such assessment

1. - Data Protection
   * + 1. CONSULTANT’S OBLIGATIONS
          1. The Consultant shall, in relation to any Personal Data processed in connection with the performance by the Consultant of its obligations under this Contract:
     1. process that Personal Data only on the documented written instructions of the Client which are set out in Part 3 of this Schedule;
     2. ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Client, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
     3. ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
     4. not transfer any Personal Data outside of the United Kingdom unless the prior written consent of the Client has been obtained and the following conditions are fulfilled:

the Client or the Consultant has provided appropriate safeguards in relation to the transfer;

the Data Subject has enforceable rights and effective legal remedies;

the Consultant complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and

the Consultant complies with reasonable instructions notified to it in advance by the Client with respect to the processing of the Personal Data;

assist the Client, at the Client's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;

notify the Client without undue delay on becoming aware of a Personal Data Breach;

at the written direction of the Client, delete or return Personal Data and copies thereof to the Client on termination of the Contract unless required by the Data Protection Legislation to store the Personal Data; and

maintain complete and accurate records and information to demonstrate its compliance with this paragraph 1.1 and allow for audits by the Client or the Client's designated auditor and immediately inform the Client if, in the opinion of the Consultant, an instruction infringes the Data Protection Legislation.

* + - 1. GENERAL
         1. The Consultant shall not appoint any third party processor of Personal Data under this Contract without the Client’s prior written consent. If such consent is given the Consultant shall enter into a written agreement with the third-party processor incorporating terms which are substantially similar to those set out in this Schedule 5 and which the Consultant undertakes reflect and will continue to reflect the requirements of the Data Protection Legislation. As between the Client and the Consultant, the Consultant shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this paragraph 2.1.
         2. Either Party may, at any time on not less than 30 days’ notice, revise paragraphs 1.1 and 2.1 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this Contract).
      2. PROCESSING, PERSONAL DATA AND DATA SUBJECTS[[4]](#footnote-5)
         1. Processing by the Consultant

Scope – the provision of the Services

Nature – the Personal Data will be processed for the provision of Services as set out in the scope above.

Purpose of processing – the specific processing activities will include collection, organisation, storage, retrieval, communication/disclosure, reporting, storing, analysis, presentation and other such activity which the Client as Data Controller may request in order to deliver the Services.

Duration of the processing – the term of the Contract

* + - * 1. Types of Personal Data

i. Name

ii. Address

iii. phone number

iv. email address

v. disability/medical conditions

vi. nationality

vii. ethnicity

viii. Vulnerabilities (including do not visit alone requirements)

ix. Employment status (specifically requirements relating to avoiding school run or time off work needed)

x. Preferred language

xi. Religion (including observance of religious festivals)

* + - * 1. Categories of Data Subject – the Client’s residents and staff

1. Consultants Tender Response Document

1. Insert name of Consultant’s Key Person (if there is one) as at the date of this Contract [↑](#footnote-ref-2)
2. Insert name of Consultant’s Senior Person as at the date of this Contract [↑](#footnote-ref-3)
3. Ensure that the required professional memberships / certifications are included in the Services Specification at Schedule 1 [↑](#footnote-ref-4)
4. Amend details in this section as required to suit the project [↑](#footnote-ref-5)