

CONTRACT FOR

Event Management of King Charles III England Coast Path, Celebratory Events

REF: DA230322

DATED: 5 May 2023

THIS CONTRACT is dated

BETWEEN

- (1) **NATURAL ENGLAND** of 4th Floor, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX (the “**Authority**”); and
- (2) REDACTED Under FOIA Section 40 of Clear Events and Consultancy, 28 Durban Road, Peverell, Plymouth, Devon, PL3 4LG

BACKGROUND

- a) The Authority requires the services set out in Schedule 1.
- b) The Authority has awarded this contract for the services to the Supplier and the Supplier agrees to provide the services in accordance with the terms of the contract.

AGREED TERMS

1 Definitions and Interpretation

- 1.1 In the Contract, unless the context requires otherwise, the following terms shall have the meanings given to them below:

‘**Approval**’: the prior written consent of the Authority.

‘**Authority Website**’: www.gov.uk/government/organisations/natural-england

‘**Contract Term**’: the period from the Commencement Date to the Expiry Date.

‘**Contracting Authority**’: an organisation defined as a contracting authority in Regulation 3 of the Public Contract Regulations 2006.

‘**Data Protection Legislation**’: (i) the UK GDPR; (ii) the Data Protection Act 2018; (iii) all applicable law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (iv) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply).

‘**Default**’: a breach by the Supplier or Staff of its obligations under the Contract or any other default, negligence or negligent statement in connection with the Contract.

‘**Dispute Resolution Procedure**’: the dispute resolution procedure set out in Clause 20.

‘**EU GDPR**’: the General Data Protection Regulation (Regulation (EU) 2016/679).

‘**Force Majeure**’: any cause affecting the performance by a Party of its obligations under the Contract arising from acts, events, omissions or non-events beyond its reasonable control, including acts of God, riots, war, acts of terrorism, fire, flood, storm or earthquake and any disaster, but excluding any industrial dispute relating to the Supplier, its Staff or any other failure in the Supplier’s supply chain.

'Fraud': any offence under laws creating offences in respect of fraudulent acts or at common law in respect of fraudulent acts in relation to the Contract or defrauding or attempting to defraud or conspiring to defraud the Authority or any other Contracting Authority.

'Good Industry Practice': standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar type of undertaking under similar circumstances.

'Goods': all products, documents, and materials developed by the Supplier or its agents, Sub-contractors, consultants, suppliers and Staff in relation to the Services in any form, including computer programs, data, reports and specifications (including drafts).

'Intellectual Property Rights': any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites.

'IP Materials': all Intellectual Property Rights which are:

- (a) furnished to or made available to the Supplier by or on behalf of the Authority; or
- (b) created by the Supplier or Staff in the course of providing the Services or exclusively for the purpose of providing the Services.

'Price': the price for the Services set out in Schedule 2.

'Replacement Supplier': any third party supplier of services appointed by the Authority to replace the Supplier.

'Staff': all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-contractors who are engaged in providing the Services from time to time.

'Sub-contract': any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

'Sub-contractor': third parties which enter into a Sub-contract with the Supplier.

'Valid Invoice': an invoice containing the information set out in Clause 3.3.

'UK GDPR': has the meaning as set out in section 3(10) of the Data Protection Act 2018, supplemented by section 205(4).

'VAT': Value Added Tax.

'Working Day': Monday to Friday excluding any public holidays in England and Wales.

1.2 The interpretation and construction of the Contract is subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and the neuter;
- (c) reference to any statutory provision, enactment, order, regulation or other similar instrument are construed as a reference to the statutory provision enactment, order regulation or instrument (including any instrument of the European Union) as amended, replaced, consolidated or re-enacted from time to time, and include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;
- (d) reference to any person includes natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (e) the headings are inserted for ease of reference only and do not affect the interpretation or construction of the Contract;
- (f) references to the Services include references to the Goods;
- (g) references to Clauses and Schedules are to clauses and schedules of the Contract; and
- (h) the Schedules form part of the Contract and have affect as if set out in full in the body of the Contract and any reference to the Contract includes the Schedules.

2 Contract and Contract Term

- 2.1 The Supplier shall provide the Authority with the services set out in Schedule 1 (the “**Services**”) in accordance with the terms and conditions of the Contract.
- 2.2 The Contract is effective on 5 May 2023 and ends on October 2023 unless terminated early or extended in accordance with the Contract.

3 Price and Payment

- 3.1 In consideration of the Supplier providing the Services in accordance with the Contract, the Authority shall pay the Price to the Supplier.
- 3.2 The Authority shall:
 - (a) provide the Supplier with a purchase order number (“**PO Number**”); and
 - (b) pay all undisputed sums due to the Supplier within 30 days of receipt of a Valid Invoice.
- 3.3 A Valid Invoice shall:
 - (a) contain the correct PO Number;

- (b) express the sum invoiced in sterling; and
 - (c) include VAT at the prevailing rate as a separate sum or a statement that the Supplier is not registered for VAT.
- 3.4 The Supplier shall submit invoices each month OR post event to the Authority at the following addresses:
 - (a) APinvoices-NEG-U@gov.sscl.com or
 - (b) SSCL Finance, Room 211, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX.
- 3.5 The Supplier acknowledges that:
 - (a) if the Supplier does not include VAT on an invoice or does not include VAT at the correct rate, the Authority will not be liable to pay the Supplier any additional VAT;
 - (b) invoices which do not include the information set out in Clause 3.3 will be rejected.
- 3.6 Any late payment by the Authority of an undisputed Valid Invoice will be subject to interest at the rate of 3% above the base rate from time to time of Barclays Bank plc.
- 3.7 The Supplier shall not suspend provision of the Services if any payment is overdue.
- 3.8 The Supplier indemnifies the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under the Contract.

4 Extension of the Contract

- 4.1 The Authority may, by written notice to the Supplier, extend the Contract for a further period up to six months.

5 Warranties and Representations

- 5.1 The Supplier warrants and represents for the Contract Term that:
 - (a) it has full capacity and authority and all necessary consents and regulatory approvals to enter into the Contract and to provide the Services;
 - (b) the Contract is executed by a duly authorised representative of the Supplier;
 - (c) in entering the Contract it has not committed any Fraud;
 - (d) as at the Commencement Date, all information contained in its tender or other offer made by the Supplier to the Authority remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the Contract and that it will advise the Authority of any fact, matter or circumstance of which it may become aware which would render such information false or misleading;
 - (e) no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or

threatened against it or any of its assets which will or might have a material adverse effect on its ability to perform its obligations under the Contract;

- (f) it is not subject to any contractual obligation, compliance with which is likely to have a material adverse effect on its ability to provide the Services;
- (g) no proceedings or other steps have been taken and not discharged (or, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar in relation to any of the Supplier's assets or revenue;
- (h) it owns, or has obtained or is able to obtain valid licences for, all Intellectual Property Rights that are necessary to provide the Services; and
- (i) Staff shall be engaged on terms which do not entitle them to any Intellectual Property Right in any IP Materials;
- (j) it will comply with its obligations under the Immigration, Asylum and Nationality Act 2006.

5.2 The Supplier warrants and represents that in the 3 years prior to the date of the Contract:

- (a) it has conducted all financial accounting and reporting activities in compliance with generally accepted accounting principles and has complied with relevant securities;
- (b) it has not done or omitted to do anything which could have a material adverse effect on its assets, financial condition or position as a going concern or its ability to provide the Services; and
- (c) it has complied with all relevant tax laws and regulations and no tax return submitted to a relevant tax authority has been found to be incorrect under any anti-abuse rules.

6 Service Standards

- 6.1 The Supplier shall provide the Services or procure that they are provided with reasonable skill and care, in accordance with Good Industry Practice prevailing from time to time and with Staff who are appropriately trained and qualified.
- 6.2 If the Services do not meet the Specification, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the Specification within such reasonable time as may be specified by the Authority.
- 6.3 The Authority may by written notice to the Supplier reject any of the Goods which fail to conform to the approved sample or fail to meet the Specification. Such notice shall be given within a reasonable time after delivery to the Authority of the Goods. If the Authority rejects any of the Goods it may (without prejudice to its other rights and remedies) either:
 - (a) have the Goods promptly either repaired by the Supplier or replaced by the Supplier with Goods which conform in all respects with the approved sample or with the Specification and due delivery shall not be deemed to have taken place until the repair or replacement has occurred; or

- (b) treat the Contract as discharged by the Supplier's breach and obtain a refund (if the Goods have already been paid for) from the Supplier in respect of the Goods concerned together with payment of any additional expenditure reasonably incurred by the Authority in obtaining replacements.
- 6.4 The Authority will be deemed to have accepted the Goods if it expressly states the same in writing or fails to reject the Goods in accordance with Clause 6.3.
- 6.5 If the Authority issues a receipt note for delivery of the Goods it shall not constitute any acknowledgement of the condition, quantity or nature of those Goods or the Authority's acceptance of them.
- 6.6 The Supplier hereby guarantees the Goods against faulty materials or workmanship for such period as may be specified in the Specification or, if no period is so specified, for 3 years from the date of acceptance. If the Authority shall within such guarantee period or within 30 Working Days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Authority may have) promptly remedy such defects (whether by repair or replacement as the Authority shall choose) free of charge.
- 6.7 Any Goods rejected or returned by the Authority pursuant to this Clause 6 shall be returned to the Supplier at the Supplier's risk and expense.
- 7 Termination**
 - 7.1 The Authority may terminate the Contract at any time by giving 30 days written notice to the Supplier.
 - 7.2 The Authority may terminate the Contract in whole or in part by notice to the Supplier with immediate effect and without compensation to the Supplier if:
 - (a) being an individual, the Supplier is the subject of a bankruptcy order; has made a composition or arrangement with his creditors; dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983;
 - (b) being a company, the Supplier goes into compulsory winding up, or passes a resolution for voluntary winding up, or suffers an administrator, administrative receiver or receiver and manager to be appointed or to take possession over the whole or any part of its assets, is dissolved; or has entered into a voluntary arrangement with its creditors under the Insolvency Act 1986, or has proposed or entered into any scheme of arrangement or composition with its creditors under section 425 of the Companies Act 1985; or has been dissolved;
 - (c) being a partnership, limited liability partnership or unregistered company, the Supplier or an individual member of it goes into compulsory winding up; is dissolved; suffers an administrator or receiver or manager to be appointed over the whole or any part of its assets; or has entered into a composition or voluntary arrangement with its creditors;
 - (d) the Supplier is in any case affected by any similar occurrence to any of the above in any jurisdiction;
 - (e) subject to Clause 7.3, the Supplier commits a Default;

- (f) there is a change of control of the Supplier; or
- (g) the Supplier or Staff commits Fraud in relation to the Contract or any other contract with the Crown (including the Authority).

7.3 If the Supplier commits a Default which is capable of being remedied, the Authority may terminate the Contract pursuant to Clause 7.2(e) only if the Supplier has failed to remedy the Default within 20 Working Days of being notified of the Default by the Authority.

8 Consequences of Expiry or Termination

8.1 If the Authority terminates the Contract under Clause 7.2:

- (a) and then makes other arrangements for the supply of the Services, the Authority may recover from the Supplier the cost reasonably incurred of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the Contract Term; and
- (b) no further payments shall be payable by the Authority to the Supplier (for the Services supplied by the Supplier prior to termination and in accordance with the Contract but where the payment has yet to be made by the Authority), until the Authority has established the final cost of making the other arrangements envisaged under Clause 8.1(a).

8.2 On expiry or termination of the Contract the Supplier shall:

- (a) co-operate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Supplier; and
- (b) procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services) shall be delivered promptly to the Authority.

8.3 Save as otherwise expressly provided in the Contract:

- (a) termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and
- (b) termination of the Contract shall not affect the continuing rights, remedies or obligations of the Authority or the Supplier under Clauses 3, 8 to 13, 17, 26 and 28.

9 Liability, Indemnity and Insurance

9.1 Notwithstanding any other provision in the Contract, neither Party excludes or limits liability to the other Party for:

- (a) death or personal injury caused by its negligence.
- (b) Fraud or fraudulent misrepresentation; or

- (c) any breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or Parts I and II of the Supply of Goods and Services Act 1982.
- 9.2 The Supplier shall indemnify and keep indemnified the Authority against all claims, proceedings, demands, actions, damages, costs, breach of statutory duty, expenses and any other liabilities which arise in tort (including negligence) default or breach of the Contract to the extent that any such loss or claim is due to the breach of contract, negligence, wilful default or Fraud of itself or of Staff or Sub-contractors save to the extent that the same is directly caused by the negligence, breach of the Contract or applicable law by the Authority.
- 9.3 The Supplier shall not exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct Default of the Supplier.
- 9.4 Subject to Clause 9.1:
- (a) neither Party is liable to the other for any:
 - (i) loss of profits, business, revenue or goodwill;
 - (ii) loss of savings (whether anticipated or otherwise); and/or
 - (iii) indirect or consequential loss or damage
 - (b) each Party's total aggregate liability in respect of all claims, losses damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Contract, shall not exceed £1,000,000 (one million pounds) or 10x the value of the Contract whichever is the lower amount.
- 9.5 The Supplier shall, with effect from the Commencement Date and for such period as necessary to enable the Supplier to comply with its obligations under the Contract, take out and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under the Contract, including employer's liability, death or personal injury, loss of or damage to property or any other loss, including financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the Contract Term and for a minimum of 6 years following the end of the Contract.
- 9.6 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this Clause or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 9.7 If the Supplier fails to comply with Clauses 9.5 and 9.6 the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.
- 9.8 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the Contract.
- 9.9 The Supplier shall not take any action or fail to take any reasonable action, or (to the extent that it is reasonably within its power) permit anything to occur in relation to the Supplier, which would entitle any insurer to refuse to pay any claim under any

insurance policy in which the Supplier is an insured, a co-insured or additional insured person.



10 Confidentiality and Data Protection

10.1 Subject to Clause 10.2, unless agreed otherwise in writing, the Supplier shall, and shall procure that Staff shall, keep confidential all matters relating to the Contract.

10.2 Clause 10.1 shall not apply to any disclosure of information:

- (a) required by any applicable law;
- (b) that is reasonably required by persons engaged by the Supplier in performing the Supplier's obligations under the Contract.
- (c) where the Supplier can demonstrate that such information is already generally available and in the public domain other than as a result of a breach of Clause 10.1; or
- (d) which is already lawfully in the Supplier's possession prior to its disclosure by the Authority.

10.3 The Parties agree to comply with the Data Protection Legislation, in particular the Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. The only processing that the Supplier is authorised to do is listed in Schedule 3 by the Authority and may not be determined by the Supplier.

10.5 The Supplier shall:

- a) promptly notify the Authority of any breach of the security measures required to be put in place pursuant to Clause 10.4;
- b) not knowingly or negligently do or omit to do anything which places the Authority in breach of its obligations under the DPA; and
- c) provide the Authority with such information as it may reasonably require to satisfy itself that the Supplier is complying with its obligations under the DPA.

11 Freedom of Information

11.1 The Supplier acknowledges that the Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (the "**Information Acts**") and may be required to disclose certain information to third parties including information relating to this Contract pursuant to the Information Acts.

11.2 If the Authority receives a request for information relating to the Contract pursuant to either of the Information Acts, the Authority may disclose such information as necessary in order to comply with its duties under the Information Acts.

12 Intellectual Property Rights

12.1 The IP Materials shall vest in the Authority and the Supplier shall not, and shall procure that Staff shall not, use or disclose any IP Materials without Approval save to the extent necessary for the Supplier to provide the Services.

12.2 The Supplier shall indemnify and keep indemnified the Authority and the Crown against all actions, claims, demands, losses, damages, costs and expenses and other liabilities which the Authority or the Crown may suffer or incur arising from any infringement or alleged infringement of any Intellectual Property Rights by the availability of the Services except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

13 Prevention of Corruption and Fraud

13.1 The Supplier shall act within the provisions of the Bribery Act 2010.

13.2 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent Fraud by Staff and the Supplier (including its shareholders, members and directors) in connection with the receipt of money from the Authority.

13.3 The Supplier shall notify the Authority immediately if it has reason to suspect that Fraud has occurred, is occurring or is likely to occur.

14 Discrimination

14.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination in employment.

14.2 The Supplier shall notify the Authority immediately in writing as soon as it becomes aware of any legal proceedings threatened or issued against it by Staff on the grounds of discrimination arising in connection with the Services.

15 Environmental and Ethical Policies

15.1 The Supplier shall provide the Services in accordance with the Authority's policies on the environment, sustainable and ethical procurement and timber and wood derived products, details of which are available on the Authority Website.

16 Health and Safety

16.1 Each Party will promptly notify the other Party of any health and safety hazards which may arise in connection with the Services.

16.2 While on the Authority's premises, the Supplier shall comply with the Authority's health and safety policies.

16.3 The Supplier shall notify the Authority immediately if any incident occurs in providing the Services on the Authority's premises which causes or may cause personal injury.

16.4 The Supplier shall comply with the requirements of the Health and Safety at Work etc Act 1976, and with any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Authority's premises when providing the Services.

16.5 The Supplier's health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) shall be made available to the Authority on request.

17 Monitoring and Audit

- 17.1 The Authority may monitor the provision of the Services and the Supplier shall co-operate, and shall procure that Staff and any Sub-contractors co-operate, with the Authority in carrying out the monitoring at no additional charge to the Authority.
- 17.2 The Supplier shall keep and maintain until 6 years after the end of the Contract Term full and accurate records of the Contract including the Services supplied under it and all payments made by the Authority. The Supplier shall allow the Authority, the National Audit Office and the Comptroller and Auditor General reasonable access to those records and on such terms as they may request.
- 17.3 The Supplier agrees to provide, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Services.

18 Transfer and Sub-Contracting

- 18.1 The Supplier shall not transfer, charge, assign, sub-contract or in any other way dispose of the Contract or any part of it without Approval.
- 18.2 If the Supplier enters into any Sub-contract in connection with the Contract it shall:
 - (a) remain responsible to the Authority for the performance of its obligations under the Contract;
 - (b) be responsible for the acts and/or omissions of its Sub-contractors as though they are its own;
 - (c) impose obligations on its Sub-contractors in the same terms as those imposed on it pursuant to the Contract and shall procure that the Sub-Supplier complies with such terms;
 - (d) pay its Sub-contractors' undisputed invoices within 30 days of receipt.
- 18.3 The Authority may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
 - (a) any Contracting Authority or any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
 - (b) any private sector body which performs substantially any of the functions of the Authority.
- 18.4 Any change in the legal status of the Authority such that it ceases to be a Contracting Authority shall not affect the validity of the Contract. In such circumstances the Contract shall bind and inure to the benefit of any successor body to the Authority.

19 Variation

- 19.1 Subject to the provisions of this Clause 19, the Authority may change the Specification provided that such change is not a material change to the Specification (a "**Variation**").
- 19.2 The Authority may request a Variation by notifying the Supplier with sufficient information to assess the extent of the Variation and consider whether any change to

the Price is required in order to implement it. Variations agreed by the Parties shall be made in writing.

19.3 If the Supplier is unable to accept the Variation or where the Parties are unable to agree a change to the Price, the Authority may:

- (a) allow the Supplier to fulfil its obligations under the Contract without the Variation;
or
- (b) refer the request to be dealt with under the Dispute Resolution Procedure.

20 Dispute Resolution

- 20.1 The Parties shall attempt in good faith to resolve any dispute between them arising out of the Contract within 10 Working Days of either Party notifying the other of the dispute and such efforts shall include the escalation of the dispute to the Supplier's representative and the Authority's commercial director or equivalent.
- 20.2 Nothing in this dispute resolution procedure shall prevent the Parties from seeking from any court of competent jurisdiction an interim order restraining the other Party from doing any act or compelling the other Party to do any act.
- 20.3 If the dispute cannot be resolved by the Parties pursuant to Clause 20.1 the Parties shall refer it to mediation pursuant to the procedure set out in Clauses 20.5 to 20.10.
- 20.4 The obligations of the Parties under the Contract shall not cease, or be suspended or delayed by the reference of a dispute to mediation and the Supplier and Staff shall comply fully with the requirements of the Contract at all times.
- 20.5 A neutral adviser or mediator (the "**Mediator**") shall be chosen by agreement between the Parties or, if they are unable to agree a Mediator within 10 Working Days after a request by one Party or if the chosen Mediator is unable to act, either Party shall within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to either Party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator.
- 20.6 The Parties shall, within 10 Working Days of the appointment of the Mediator, meet the Mediator to agree a programme for the disclosure of information and the structure to be adopted for negotiations. The Parties may at any stage seek assistance from the Centre for Effective Dispute Resolution to provide guidance on a suitable procedure.
- 20.7 Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 20.8 If the Parties reach agreement on the resolution of the dispute, the agreement shall be recorded in writing and shall be binding on the Parties once it is signed by their duly authorised representatives.
- 20.9 Failing agreement, either of the Parties may invite the Mediator to provide a non-binding but informative written opinion. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both Parties.

- 20.10 If the Parties fail to reach agreement within 60 Working Days of the Mediator being appointed, or such longer period as may be agreed by the Parties, then the dispute may be referred to the Courts.
- 20.11 Subject to Clause 20.2, the Parties shall not institute court proceedings until the procedures set out in Clauses 20.1 and 20.5 to 20.10 have been completed.

21 Supplier's Status

- 21.1 Nothing in the Contract shall be construed as constituting a partnership between the Parties or as constituting either Party as the agent for the other for any purposes except as specified by the terms of the Contract.
- 21.2 The Supplier shall not (and shall ensure that Staff shall not) say or do anything that might lead any person to believe that the Supplier is acting as the agent, partner or employee of the Authority.

22 Notices

- 22.1 Notices shall be in writing and in English and shall be deemed given if signed by or on behalf of a duly authorised officer of the Party giving the notice and if left at, or sent by first class mail to the address of the receiving Party as specified in the Contract (or as amended from time to time by notice in writing to the other Party).

23 Entire Agreement

- 23.1 The Contract constitutes the entire agreement between the Parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations, arrangements and undertakings.

24 Third Party Rights

- 24.1 No term of the Contract is intended to confer a benefit on, or be enforceable by, any person who is not a Party other than the Crown.

25 Waiver

- 25.1 The failure of either Party to insist upon strict performance of any provision of the Contract, or the failure of either Party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the Contract.
- 25.2 No waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other Party in writing.
- 25.3 A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

26 Publicity

- 26.1 The Supplier shall not without Approval:
- (a) make any press announcements or publicise the Contract or its contents in any way; or

(b) use the Authority's name or logo in any promotion or marketing or announcement.

- 26.2 The Authority may publish the Contract on the Authority Website or another website at its discretion.

27 Force Majeure

- 27.1 Except to the extent that the Supplier has not complied with any business continuity plan agreed with the Authority, neither Party shall be liable for any failure to perform its obligations under the Contract if, and to the extent, that the failure is caused by act of God, war, riots, acts of terrorism, fire, flood, storm or earthquake and any disaster but excluding any industrial dispute relating to the Supplier, Staff or Sub-contractors.
- 27.2 If there is an event of Force Majeure, the affected Party shall use all reasonable endeavours to mitigate the effect of the event of Force Majeure on the performance of its obligations.

28 Governing Law and Jurisdiction

- 28.1 The Contract shall be governed by and interpreted in accordance with English law and shall be subject to the jurisdiction of the Courts of England and Wales.
- 28.2 The submission to such jurisdiction shall not limit the right of the Authority to take proceedings against the Supplier in any other court of competent jurisdiction and the taking of proceedings in any other court of competent jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

SCHEDULE 1

SPECIFICATION OF SERVICES

From Tender:

1. Varying site and event risk assessments (those noted above)
2. Ensuring and collecting the supply of performers/stall holders own risk assessment and public liability insurance
3. Ensuring that all participating hosts/stall holders of the events are DBS check where appropriate
4. Manage the days' running order of performances/activities where appropriate
5. Ensuring all permissions are signed off accordingly for each location's events and activities, with local councils/landowners etc
6. On the day site management
7. Organising exhibitors on the day from a plan provided, ensuring participating hosts of the day are shown to their allocated space/s
8. Location car park management (where required)
9. Missing child point and locaters and disseminating wrist bands to attending children.
Create a missing child plan in the event of this happening, which can be pre-shared with stall holders and volunteers
10. Management and arrangement of post event site clearance
11. Create a build and breakdown plan/timings to be shared with event hosts/stall holders in advance of the events
12. Engage with local council regarding litter/rubbish clearing post event
13. Support with signage placement where required around venue (will be provided)
14. Logistics if event needs to cancel (working with PM and senior management at NE)
15. Volunteer management – allocating of work as where required

Discussed due to site changes:

16. Event license if potential over 499 attendees with local council,
19. Engagement and notification with Highways and Police,
20. Event security sourcing and managing if required

Use of Confidential Information by the Authority

The Authority may disclose the Confidential Information of the Supplier:

- (a) on a confidential basis to any central Government body for any proper purpose of the Authority or of the relevant central Government body;
- (b) to Parliament and Parliamentary Committees or if required by any Parliamentary reporting requirement;
- (c) to the extent that the Authority (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions;
- (d) on a confidential basis to a professional adviser, consultant, supplier or other person engaged by the Authority for any purpose relating to or connected with this Agreement;

- (e) on a confidential basis for the purpose of the exercise of its rights under this Agreement; or
- (f) on a confidential basis to a proposed successor body in connection with any assignment, novation or disposal of any of its rights, obligations or liabilities under this Agreement

SCHEDULE 2

PRICES



Descriptions of tasks and/or products	Cost per product	No of products	Total cost per task
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Total Overall Cost			£37,200 ex VAT
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SCHEDULE 3
DATA PROCESSING TERMS



1 Definitions

- 1.1 Terms defined in this Agreement have the same meaning for purposes of this Annex and, in addition, the following terms have the following meanings:

Controller, Processor, processing, Data Subject, Personal Data, Data Protection Officer take the meaning given in the GDPR or, in respect of processing of personal data for a law enforcement purpose to which Part 3 of the DPA 2018 applies, the meaning in that Part if different.

Data Protection Impact Assessment: an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Personal Data Breach: a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data transmitted, stored or otherwise processed.

Processor Personnel: means all directors, officers, employees, agents, consultants and contractors of the Processor and/or of any Sub-processor engaged in the performance of its obligations under this Agreement.

Protective Measures: appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of 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 such measures adopted by it.

Subject Request: a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation in respect of their Personal Data.

Sub-processor: any third party appointed to process Personal Data on behalf of that Processor related to this Agreement.

2 Requirements of Parties to this Agreement

- 2.1 Where there is a Controller-Processor relationship, each Party shall co-operate with the other Party to complete Annex A to this Appendix prior to entering into the relationship.

3 Data Protection – When One Party is Controller and the Other Party is the Processor

- 3.1 Annex A identifies the Party acting as Controller and the Party acting as Processor for Personal Data processed under this Agreement. Subject to paragraph 3.4 (a), the only processing that the Processor is authorised to do is listed in Annex A by the Controller and may not be determined by the Processor.
- 3.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.

- 3.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment in respect of any processing. Such assistance may, at the discretion of the Controller, include:
- (a) a systematic description of the envisaged processing operations;
 - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Project;
 - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
 - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 3.4 The Processor shall, in relation to any Personal Data processed in connection with its obligations under this Agreement:
- (a) process that Personal Data only in accordance with Annex A, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before processing the Personal Data unless prohibited by Law;
 - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Personal Data Breach, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures), having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Personal Data Breach;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
 - (c) ensure that:
 - (i) the Processor Personnel do not process Personal Data except in accordance with this Agreement (and in particular Annex A);
 - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
 - a. are aware of and comply with the Processor's duties under this paragraph;
 - b. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
 - c. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Controller or as otherwise permitted by this Agreement; and
 - d. have undergone adequate training in the use, care, protection and handling of Personal Data

- (d) not transfer Personal Data outside of the EEA unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
 - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or Chapter 5 of the DPA 2018) as determined by the Controller;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
 - (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
 - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Agreement unless the Processor is required by Law to retain the Personal Data.
- 3.5 Subject to paragraph 3.6, the Processor shall notify the other Party without delay if it, in connection with Personal Data processed under this Agreement:
- (a) receives a Subject Request (or purported Subject Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
 - (d) receives any communication from the Information Commissioner or any other regulatory authority;
 - (e) receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
 - (f) becomes aware of a Personal Data Breach, such notification in any event to be within 24 hours of becoming aware of the Personal Data Breach.
- 3.6 The Processor's obligation to notify under paragraph 3.5 shall include the provision of further information to the Controller in phases, as details become available.
- 3.7 Taking into account the nature of the processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation in connection with Personal Data processed under this Agreement and any complaint, communication or request made under paragraph 3.5 (and insofar as possible within the timescales reasonably required by the Controller) including by promptly providing:
- (a) the Controller with full details and copies of the complaint, communication or request;

- (b) such assistance as is reasonably requested by the Controller to enable the Controller to comply with a Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Controller following any Personal Data Breach;
 - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 3.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Appendix B. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
 - (a) the Controller determines that the processing is not occasional;
 - (b) the Controller determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR;
 - (c) the Controller determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects; or
 - (d) the processing is processing to which Part 3 of the DPA 2018 applies.
- 3.9 The Processor shall allow for audits of its Personal Data processing activity by the Controller or the Controller's designated auditor.
- 3.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 3.11 Before allowing any Sub-processor to process any Personal Data related to this Agreement, the Processor must:
 - (a) notify the Controller in writing of the intended Sub-processor and processing;
 - (b) obtain the written consent of the Controller;
 - (c) enter into a written agreement with the Sub-processor which give effect to the terms set out in this Annex B such that they apply to the Sub-processor; and
 - (d) provide the Controller with such information regarding the Sub-processor as the Controller may reasonably require.
- 3.12 The Processor shall remain fully liable for all acts or omissions of any of its Sub-processors.
- 3.13 The Controller may, at any time on not less than 30 Working Days' notice, revise this clause 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 incorporated by attachment to this Agreement).

- 3.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Controller may on not less than 30 Working Days' notice to the Processor amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

4 Records

- 4.1 Each Party shall maintain complete and accurate records and information to demonstrate its compliance with this Agreement and the Data Protection Legislation.
- 4.2 Each Party shall provide the other full access to the other Party's data security and privacy procedures relating to Personal Data.

5 Administration

- 5.1 The Controller agrees that the Processor and its Representatives may use Personal Data which the Controller provides about its staff and partners involved in the Project to exercise the Processors rights under this Agreement and or to administer the project or associated activities. Furthermore, the processor agrees that the Controller and its Representatives may use Personal Data that the processor provides about its staff involved in the project to manage its relationship with the Authority.

Annex A – Details of Personal Data Exchange

1. The contact details of the Controller Data Protection Officer are:

[Natural England, Foss House, Kings Pool, 1-2 Peasholme Green, York, YO1 7PX
foi@naturalengland.org.uk]

The Defra group Data Protection Officer is responsible for checking that Natural England complies with legislation. You can contact them at:

[Department for Environment, Food and Rural Affairs, SW Quarter, 2nd floor Seacole Block,
2 Marsham Street, London SW1P 4DF]

DefraGroupDataProtectionOfficer@defra.gov.uk

2. The contact detail of the Processor Data Protection Officers is:

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3. The Processor shall comply with any further written instructions with respect to processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation the Controller and Processor are:</p> <p>Controller: Natural England</p> <p>Processor: Clear Events and Consultancy</p>
Project Name and Subject Matter of the Processing	<p>Events Management of England Coast Path Celebratory Events, Natural England</p> <p>Will be processing names and email addresses</p>
Duration of the processing	<p>The processing will be for the duration of the contract number DA230322</p>
Nature and purposes of the processing	<p>Site allocation of the events and to gain all risk assessments, DPA checks and public liability insurances</p>

Type of Personal Data including any special category data	
Categories of Data Subject	The stakeholders who will be attending the event
Plan for return and destruction of the data once the processing is complete	All personal information shared will need to be deleted securely at the end of the contract, and confirmation of this to Natural England
Transfers to third countries or international organisations	Data being processed will not be transferred outside the EEA
Legal Basis for Processing	Processing is necessary for the performance of a task carried out in the public interest which is laid down by law, ie Section 1 and 2 of the Natural Environment and Rural Communities Act 2006 (legislation.gov.uk) . This sets out Natural England's general purposes which includes conserving and enhancing the landscape

Special Terms	When contacting stakeholder for the first time on behalf of Natural England, we will allow an opt out and include the privacy notice: Email subscription privacy notice - GOV.UK (www.gov.uk)



(a) The Contract has been entered into on the date stated at the beginning of it.

SIGNED for and on behalf of the
AUTHORITY

SIGNED for and on behalf of the
SUPPLIER

SIGNATURE.....
[REDACTED Under FOIA Section: 40, Personal Information]

SIGNATURE
[REDACTED Under FOIA Section: 40, Personal Information]

NAME
[REDACTED Under FOIA Section: 40, Personal Information]

NAME.....
[REDACTED Under FOIA Section: 40, Personal Information]

Position ...
[REDACTED Under FOIA Section: 40, Personal Information]

Position.....
[REDACTED Under FOIA Section: 40, Personal Information]