

SHORT FORM CONSULTANCY AGREEMENT-for matters up to £20k. Not be amended without Legal approval

THIS CONSULTANCY AGREEMENT is dated Click or tap here to enter text.

PARTIES

- (1) LEICESTER CITY COUNCIL of City Hall, 115 Charles Street, Leicester, LE1 1FZ ('the Authority'); and
- (2) **Company Name, Company Number, Registered Office** ('the Consultant').

1. TERM

- 1.1. The Consultant shall provide its services to the Authority from **DATE** and shall continue until **DATE** unless terminated earlier by the Authority giving the Consultant not less than **NUMBER** weeks' prior written notice or as otherwise provided in this Agreement. [The Authority may extend this Agreement by a further period of up to **NUMBER** months', it shall give the Consultant at least **NUMBER** months written notice before the expiry of the Agreement.]

2. DUTIES

- 2.1. The Consultant shall promote the interests of the Authority and carry out the following Services for the Authority with all due care, skill and ability:

(a) **INSERT DESCRIPTION OF SERVICES ('the Services').**

(b) **INSERT DETAIL OF SERVICES**

- 2.2. If the Consultant is unable to provide the Services due to illness or injury, the Consultant must notify the Authority as soon as reasonably practicable. The Consultant may subject to the express written approval of the Authority appoint a suitably qualified and skilled substitute to perform the Services on its behalf, provided that the substitute shall be required to enter into direct undertakings with the Authority, including with regard to confidentiality. The substitute shall invoice the Authority in accordance with clause 3. For the avoidance of doubt, the Consultant will continue to be subject to all duties and obligations under this Agreement for the duration of the appointment of the substitute.
- 2.3. The Consultant must comply with the Authority's Policies attached in Schedule 1.
- 2.4. The Consultant shall ensure that it is available at all times on reasonable notice to provide the Services as required by the Authority.
- 2.5. The Consultant does not have any authority (and shall not hold itself out as having authority) to bind the Authority, unless the Authority specifically permits it in writing in

advance.

- 2.6. The Consultant must comply with the Bribery Act 2010 and the Authority's anti-corruption and bribery policy and procedures. Failure to do so may result in the immediate termination of this Agreement by the Authority.

3. FEES AND EXPENSES

- 3.1. The Authority will pay a fee of £AMOUNT per [TIME MEASURE] exclusive/inclusive of VAT. The Consultant shall submit invoices to the Authority on a monthly OR fortnightly basis setting out the hours that it has worked for the Authority during the preceding month and any VAT payable (if applicable). The Authority shall pay undisputed invoices within 30 days. Where any party disputes any sum to be paid then the disputed sum shall remain unpaid until determined in accordance with clause 14.
- 3.2. For the avoidance of doubt, where VAT applies to this Agreement no payments shall be made until a valid VAT invoice is received by the Authority for each payment that is due.
- 3.3. The Authority will not pay the Consultant any expenses in relation to this Agreement and the Consultant shall bear its own expenses.
- 3.4. The Authority is entitled to deduct from any sums payable or due to the Consultant any sums that the Consultant may owe to the Authority at any time.

4. OTHER ACTIVITIES

- 4.1. The Consultant may be engaged or employed in any other business which does not place it in a conflict of interest with the Authority and/or breach of any of the Consultant's obligation under this Agreement.
- 4.2. The Consultant may not be involved in any capacity with a business which does or could compete with the business of the Authority without the prior written consent of the Authority.

5. CONFIDENTIAL INFORMATION AND AUTHORITY'S PROPERTY

- 5.1. For the purposes of this clause 5, confidential information means any information or matter which is not in the public domain and which relates to the affairs of the Authority or any of its business contacts.

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5.2. The Consultant shall not use or disclose to any person, either during or at any time after its engagement by the Authority, any confidential information about the business or affairs of the Authority or any of its business contacts, or about any other confidential matters which may come to your knowledge in the course of providing the Services.

5.3. The restriction in clause 5.2 does not apply to:

- (a) any use or disclosure authorised by the Authority or as required by law; or
- (b) any information which is already in the public domain otherwise than through the Consultant's unauthorised disclosure.

5.4. All documents, manuals, hardware and software provided by the Authority for the Consultant's use, and any data or documents (including copies) produced, maintained or stored on the Authority's computer systems or other electronic equipment (including mobile phones if provided by the Authority), remain the property of the Authority. At the end of this Agreement or if requested in writing by the Authority, all confidential information belonging to the Authority must be destroyed or, upon receipt of written notice from the Authority, returned to the Authority in the form specified by the Authority at the Consultant's expense.

6. DATA PROTECTION

6.1. For the purposes of this clause, Data Protection Legislation includes but is not limited to the General Data Protection Regulation (EU) 2016/679 (GDPR) and any national implementing laws, regulations and secondary legislation, including the Data Protection Act 2018 (DPA 2018) relating to data protection and privacy, as amended or updated from time to time in the UK, as well as any successor legislation to the GDPR and the DPA 2018.

6.2. The Consultant acknowledges that for the purposes of the Data Protection Legislation, the **Consultant is the Data Processor and the Authority is the Data Controller**. The only processing the Consultant is authorised to do is listed in Schedule 2.

6.3. The Consultant shall, in relation to any Personal Data processed:

- (a) process that Personal Data only on the written instructions of the Authority;
- (b) keep the Personal Data confidential;

- (c) comply with the Authority's instructions with respect to processing Personal Data and with the Authority's Data Protection Policy;
 - (d) not transfer any Personal Data outside of the European Economic Area without the Authority's prior written consent;
 - (e) at its own cost, assist the Authority in responding to any data subject access request and to ensure compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, privacy impact assessments, and consultations with supervisory authorities or regulators.
 - (f) notify the Authority immediately on becoming aware of a Personal Data breach;
 - (g) notify the Authority immediately on becoming aware of a communication which relates to its or the Authority's compliance with the Data Protection Legislation;
 - (h) at its own cost, destroy or, upon receipt of written notice, return to the Authority in the form specified by the Authority, any Personal Data and any copies thereof on termination of this Agreement unless required by the Data Protection Legislation to store the Personal Data;
 - (i) maintain complete and accurate records and information to demonstrate compliance with this clause 6 and allow for audits by the Authority or the Authority's designated auditor.
- 6.4. The Consultant shall ensure that it has in place appropriate technical or organisational measures, reviewed and approved by the Authority, 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. Such measures may include, where appropriate:
- (a) pseudonymising and encrypting Personal Data;
 - (b) ensuring confidentiality, integrity, availability and resilience of its systems and services;

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- (c) ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident;
 - (d) regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it.
- 6.5. The Consultant shall have liability for and shall indemnify the Authority for any loss, liability, costs (including legal costs), damages, or expenses resulting from any breach by it of the Data Protection Legislation and shall maintain full and comprehensive insurance cover with a reputable insurer for a limit acceptable to the Authority.
- 6.1 The Consultant acknowledges that it is a Data Controller in respect of any Personal Data processed by it and agrees to comply with its obligations under Data Protection Legislation accordingly.
- 6.2 Both Parties shall exchange Personal Data where it is necessary to do so for the purpose of fulfilling their respective obligations under this Agreement. The Parties will where possible in order to facilitate the exchange of information anonymise or aggregate such information to the degree that it does not identify any individual. The Parties may agree additional terms or conditions upon which such data is to be shared.
- 6.3 The Consultant shall and shall procure that any of the Consultant's Personnel and agents involved in the provision of the Agreement and any Sub-contractor shall comply with their obligations under Data Protection Legislation and shall enter into appropriate arrangements with third parties.
- 6.4 Upon the termination or expiry of the Agreement the Consultant shall ensure that all Personal Data held by it shall be up-to-date and accurate. Where it is necessary in order for the efficient transition of Services to the Authority or a new Consultant or to a third party to be achieved then the Consultant being the transferring Party shall, having first satisfied itself that such transfer is compliant with all laws, transfer current and required Personal Data to the Authority or new Consultant or to the third party in a secure manner and shall take all reasonable steps, at its own cost, to provide the Personal Data in a usable and compatible format.
- 6.5 Historical personal data shall be retained by the Consultant in accordance with legal retention requirements. Personal Data which cannot be lawfully retained shall be securely deleted in accordance with Data Protection Legislation and good industry practice.

6.6 For the avoidance of doubt, it is stated here that neither Party is a Data Processor on behalf of the other Party in furtherance of their obligations under this Agreement. In the event it is established at any time during this Agreement that Personal Data is to be processed by the Consultant under this Agreement on behalf of the Authority then the Consultant shall:

(i) immediately enter into a data processing agreement with the Authority on reasonable terms to be determined by the Authority to ensure full compliance with Data Protection Legislation; and

(ii) indemnify and keep the Authority indemnified in full for any and all consequences (including a Personal Data breach) arising as a result of the Consultant's failure to comply with any of its obligations under this Clause 6.6.

6.7 Failure by the Consultant to enter into a data processing agreement in accordance with Clause 6.6 (i) shall be deemed a fundamental breach which shall entitle the Authority to immediately terminate the Agreement without consequence or any liability under this Contract.

6.6 Any clause in this Agreement limiting the Consultant's liability in respect of any obligations, claims, losses, damages, liabilities, fines, penalties, interest or otherwise under the Data Protection Legislation and/or this Clause shall not apply.

6.9 Each Party (the indemnifying Party) agrees to fully indemnify and keep indemnified and defend at its own expense the other Party against all costs, claims, damages or expenses incurred by the other Party or for which the other Party may become liable due to any failure by the indemnifying Party or its staff, employees or agents or Sub-contractors to comply with their obligations under this Clause 6.

6.10 The provisions of this clause shall apply during the continuance of this Agreement and indefinitely after its expiry or termination.]

7. INTELLECTUAL PROPERTY

7.1. The Consultant hereby assigns to the Authority all existing and future intellectual property rights arising from the Services for the Authority. The Consultant agrees to promptly execute all documents and do all acts as may, in the opinion of the Authority, be necessary to give effect to this clause 7.

- 7.2. The Consultant shall indemnify the Authority against all claims, demands, actions, costs, expenses, losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any intellectual property right 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

8. INSURANCE AND LIABILITY

- 8.1. The Consultant shall have liability for and shall indemnify the Authority for any loss, liability, costs (including legal costs), damages or expenses arising directly or indirectly from the provision of the Services.

- 8.2. The Consultant shall maintain with reputable UK insurers for the duration of this Agreement:

- (a) professional indemnity insurance to a sum of not less than XXXXXX in relation to any one claim or series of claims;
- (b) public liability insurance to a sum of not less than XXXXXX in relation to any one claim or series of claims;
- (c) employer's liability insurance to a sum of not less than XXXXXXXX in relation to any one claim or series of claims.

9. TERMINATION

- 9.1. The Authority may, at any time, terminate this Agreement with immediate effect with no liability to make any further payment to the Consultant (except in respect of any accrued fees or expenses at the date of termination if):

- (a) the Consultant is in material breach of any of its obligations under this Agreement; or
- (b) the Consultant wilfully neglects to provide or fail to remedy any default in providing the Services after notice in writing, other than as a result of illness or accident.

- 9.2. The Authority may, at any time, terminate this Agreement by giving two months' written

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notice with no liability to make any further payment to the Consultant (except in respect of any accrued fees or expenses at the date of termination).

10. OBLIGATIONS ON TERMINATION

10.1. On the Termination Date, the Consultant shall:

- (a) immediately deliver to the Authority all confidential information belonging to the Authority which is in its possession or under its control; and
- (b) irretrievably delete any information relating to the Authority stored on any magnetic or optical disk or memory drive, and all matter derived from such sources which is in its possession or under its control.

11. STATUS

11.1. The Consultant will be an independent contractor and nothing in this Agreement shall render it an employee, worker, agent or partner of the Authority and it shall not hold itself out as such.

11.2. The Consultant shall be fully responsible for and indemnify the Authority against any liability, assessment or claim for:

- (a) taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and
- (b) any employment related claim or any claim based on worker status (including costs and expenses) brought by it against the Authority arising out of or in connection with the provision of the Services, except where such claim is a result of any act or omission of the Authority.

12. VARIATION

12.1. This Agreement may only be varied in writing and signed by or on behalf of each of the parties.

13. THIRD PARTY RIGHTS

13.1. A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this.

14. DISPUTE RESOLUTION

- 14.1. Either party may call an extraordinary meeting of the parties by serving not less than five (5) days' written notice, and each party agrees to procure that it shall attend all extraordinary meetings called in accordance with this clause.
- 14.2. The members of the relevant meeting shall use their best endeavours to resolve disputes arising out of this Agreement. If any dispute referred to a meeting is not resolved at that meeting, then either party, by notice in writing to the other, may refer the dispute to senior officers of the two parties who shall co-operate in good faith to resolve the dispute as amicably as possible within fourteen (14) days of service of such notice. If the senior officers fail to resolve the dispute in the allotted time, then the Dispute Resolution Procedure shall be deemed exhausted.

15. FREEDOM OF INFORMATION ACT (FOIA) AND ENVIRONMENTAL INFORMATION REGULATIONS (EIR)

- 15.1. The Consultant acknowledges that the Authority is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the Authority (at the Consultant's own expense) to enable the Authority to comply with these obligations.
- 15.2. The Consultant shall immediately notify the Authority in writing of any FOIA or EIR requests that it receives concerning the Services and transfer any request to the Authority as soon as practicable after receipt and in any event within two days of receiving a request.
- 15.3. The Consultant shall provide the Authority with a copy of all confidential information and Personal Data in its possession or power in the form that the Authority requires within five days (or other such period as the Authority may specify) and provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to a request within the time for compliance set out in section 10 of the FOIA or regulation 5 or the EIR.
- 15.4. The Consultant shall not respond directly to any FOIA or EIR requests without the prior written consent of the Authority.

16. NOTICES

- 16.1. Any notice given under this Agreement shall be in writing and signed by or on behalf of

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the party giving it. Any notice shall be served by delivering it personally or sending it by pre-paid recorded delivery or registered post to the relevant party at its registered office for the time being. Any notice shall be deemed to have been received:

- (a) if delivered personally, at the time of delivery;
- (b) in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting.

16.2. In proving such service, it shall be sufficient to prove that the envelope containing such notice was addressed to the address of the relevant party's registered office for the time being and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.

17. GOVERNING LAW AND JURISDICTION

17.1. This Agreement 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 and construed in accordance with the law of England and Wales.

17.2. The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

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This Agreement has been entered into on the date stated at the beginning of it.

Signed by and on behalf of **LEICESTER CITY COUNCIL**

Authorised Signatory

Signed by and on behalf of **XXX**

Acting as a Director and a Director/Secretary/Witness

.....
Director Name

.....
Director Signature

.....
Director/Secretary/Witness Name

.....
Director/Secretary/Witness Signature

.....
Witness Address (if applicable)

SCHEDULE 1 AUTHORITY’S POLICIES

CORPORATE PRIORITIES:

Local Procurement Task Force	http://www.leicester.gov.uk/business/selling to leicester city council/
Economic Regeneration Action Plan	http://www.leicester.gov.uk/your-council/city-mayor-peter-soulsby/my-projects/economic-action-plan

CORE POLICIES:

Health & Safety	http://www.leicester.gov.uk/business/health and safety/
Equalities	https://www.leicester.gov.uk/your-council/how-we-work/equality-and-diversity/
Environmental	https://www.leicester.gov.uk/your-council/policies-plans-and-strategies/environment-and-sustainability/sustainability-action-plan/environmental-policy/
Guide to Sustainable Procurement	http://www.leicester.gov.uk/your-council/policies-plans-and-strategies/environment-and-waste/sustainable-procurement-policy

SAFEGUARDING POLICIES:

Safeguarding Adults	http://www.leicester.gov.uk/health and social care/adult social care/what support do you need/staying safe and avoiding harm/
Safeguarding Children	http://www.leicester.gov.uk/health-and-social-care/childrens-social-care/child-protection

ENVIRONMENT & PLANNING POLICIES:

Planning & Development	http://www.leicester.gov.uk/your council/policies plans and strategies/planning and development
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DATA & INFORMATION POLICIES:

Data Processing Retention & Disposal	https://www.leicester.gov.uk/your council/how we work/records retention and disposal/
Information Sharing and Privacy	http://www.leicester.gov.uk/your-council/how-we-work/our-website/privacy

CORPORATE STANDARDS & GUIDELINES:

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Accessibility

[http://www.leicester.gov.uk/your council/how we work/our website/accessibility](http://www.leicester.gov.uk/your-council/how-we-work/our-website/accessibility)

SCHEDULE 2 PROCESSING, PERSONAL DATA AND DATA SUBJECTS

1. The Consultant shall comply with any further written instructions with respect to processing by the Council.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	
Duration of the processing	.
Nature and purposes of the processing	
Type of Personal Data	
Categories of Data Subject	
Plan for retention and disposal of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	