



## **TERMS AND CONDITIONS FOR EHCP PLUS CONSULTANCY SERVICES**

### **1. Parties and Definitions**

- 1.1 This Agreement is between xxxx ("the Council") and Outcomes Matter Consulting ("the Consultant").
- 1.2 Definitions used are consistent with the Local Government Act and other relevant legislation.
- 1.3 This Agreement outlines the professional relationship and responsibilities between the parties.
- 1.4 This Agreement shall be governed by and construed in accordance with the laws of England & Wales.

### **2. Scope of Services**

- 2.1 The Consultant agrees to provide consultancy services as described in the Schedule of Services.
- 2.2 Services will be delivered in line with the objectives and deliverables specified in the Schedule.
- 2.3 The Consultant will work with the Council to clarify and refine service requirements prior to and during the engagement.

### **3. Duration of Agreement**

- 3.1 This Agreement activates on xxxx and remains effective until xxxx, unless terminated earlier under the provisions of this Agreement.
- 3.2 Early termination procedures are detailed in Section 9.

### **4. Consultants' Obligations**

- 4.1 Services to be performed with utmost care, skill, and professional diligence.
- 4.2 Full compliance with all applicable laws, regulations, and Council policies is required.
- 4.3 Commitment to uphold the highest standards of professionalism and integrity.

### **5. Payment Terms**

- 5.1 The Council will pay the Consultant as per agreed rates in the Schedule.
- 5.2 Invoices submitted according to the Council's procedures, with payment due within 14 days of invoice date.
- 5.3 Accurate records and documentation of billable activities are to be maintained by the Consultant.

### **6. Resource Substitution**

- 6.1 The Consultant may substitute team members, ensuring equal experience, qualification, and uninterrupted service quality.
- 6.2 Advance notification of substitutions to be given to the Council, with the option for the Council to object reasonably.
- 6.3 All team members are bound by the terms of this Agreement.

## **7. Indemnity and Insurance**

- 7.1 All personnel to maintain Professional Indemnity and Public Liability Insurance.
- 7.2 The Consultant indemnifies the Council against claims due to negligence or contractual breaches.
- 7.3 Proof of insurance to be furnished upon request, along with notifications of significant policy changes.

## **8. Confidentiality and Data Protection**

- 8.1 Commitment to the confidentiality of all shared information. Data Protection Agreements can be signed as necessary.
- 8.2 Compliance with applicable data protection legislation is mandatory for all processed personal data.
- 8.3 Procedures for secure handling, storage, and processing of data are established and adhered to.

## **9. Termination**

- 9.1 Either party may terminate the Agreement with written notice if there is a breach of terms.
- 9.2 The Council reserves the right to terminate for convenience with 14 days written notice.
- 9.3 The Consultant will facilitate a smooth transition or handover on termination.

## **10. Intellectual Property**

- 10.1 Intellectual property rights in outputs of the Services are the property of the Council, unless otherwise agreed.
- 10.2 The Consultant grants the Council a non-exclusive, royalty-free license for pre-existing intellectual property used.
- 10.3 All materials developed during the Services are commissioned works for the Council.

## **11. Dispute Resolution**

- 11.1 Initial efforts for dispute resolution will be through negotiation.
- 11.2 If unresolved, disputes may proceed to arbitration or legal action under English law.
- 11.3 Both parties commit to engage in dispute resolution processes in good faith.

## **12. Force Majeure**

- 12.1 Neither party is liable for non-performance due to unforeseen and uncontrollable events.
- 12.2 Prompt notification and discussion of impacts and coping strategies are required.
- 12.3 Following such events, both parties will negotiate to resume their obligations as soon as possible.

## **13. Compliance with Policies and Procedures**

- 13.1 The Consultant agrees to abide by all of the Council's relevant policies and procedures.
- 13.2 This requirement extends to all staff and subcontractors.
- 13.3 Regular audits and training will be conducted to ensure continuous compliance.

## **14. Quality Assurance and Reporting**

- 14.1 The Consultant is expected to maintain high-quality standards in service delivery.
- 14.2 Regular progress reports to be provided as per the agreement in the Schedule.
- 14.3 A quality management system will be implemented to monitor and continuously improve service quality.

## **15. Changes to Scope of Services**

- 15.1 Any changes to the scope of services require a written agreement from both parties.

15.2 Formal documentation and assessment of impacts on project plans will be undertaken for any changes.

15.3 All adjustments will be managed through a formal change control process.

## **16. Subcontracting**

16.1 Subcontracting of Services beyond Outcomes Matter Consulting Associate Network is not permitted without the Council's prior written approval.

16.2 The Consultant is responsible for the performance and compliance of any subcontractors.

16.3 Subcontractors must adhere to the same confidentiality, data protection, and quality standards as the Consultant.

## **17. Compliance with Laws and Regulations**

17.1 Adherence to all applicable laws, regulations, and codes of practice is required.

17.2 Regular reviews for legal compliance will be conducted to ensure ongoing adherence.

17.3 Immediate reporting and remediation of any legal or regulatory breaches is mandatory.

## **18. Scope Limitation**

18.1 The Consultant's services are limited to those outlined in the Schedule. Additional services require separate agreements.

18.2 The Consultant may decline or renegotiate requests outside the agreed scope.

## **19. Third-Party Dependencies**

19.1 The effectiveness of service delivery is contingent on third-party cooperation and inputs from the Council.

19.2 The Consultant is not responsible for delays caused by third parties or the Council.

19.3 Any impact on timelines or costs due to such delays will be promptly communicated.

## **20. Intellectual Property Usage Restrictions**

20.1 The Consultant retains rights to their own intellectual property used in the Services.

20.2 The Council is granted a non-exclusive license for use within the project scope.

20.3 Usage of the Consultant's intellectual property beyond the project requires explicit permission.

## **21. Data and Information Provision**

21.1 The quality of Consultant deliverables depends on the Council providing timely and accurate information.

21.2 The Council is responsible for supplying necessary data and access.

21.3 Delays or inaccuracies in provided information may impact service delivery and associated costs.

## **22. Early Termination Consequences**

22.1 In cases of early termination by the Council without cause, compensation for work completed and costs incurred is applicable.

22.2 Responsibility for notice period payment is outlined.

22.3 The Consultant will endeavour to mitigate costs and impacts related to termination.

## **23. Limitation of Liability**

23.1 Liability is capped at the value of the contract, except in cases of gross negligence or wilful misconduct.

23.2 A mutual agreement on the limitation of liability reflects the nature of the Services.

23.3 Claims against the Consultant must be made within 12 months following Service completion.

#### **24. Amendments to the Agreement**

24.1 Any amendments require written form and signatures from both parties.

24.2 Oral agreements are not valid unless incorporated into the written Agreement.

24.3 Effectiveness of amendments is contingent upon mutual agreement and documentation.

#### **25. Entire Agreement**

25.1 This Agreement, including the Schedule and referenced documents, constitutes the entire agreement.

25.2 It supersedes all prior negotiations and agreements, whether oral or written.

25.3 Exclusion of any representations or warranties not expressly included in this document.

#### **26. Severability**

26.1 If any part of this Agreement is found invalid, it does not affect the validity of the remaining parts.

26.2 Negotiations will be undertaken to replace invalid provisions with valid ones that reflect the original intent.

#### **27. Governing Law and Jurisdiction**

27.1 This Agreement is governed by the laws of England and Wales.

27.2 Exclusive jurisdiction of English courts applies to any disputes or legal proceedings.

#### **28. Notices**

28.1 All notices must be in writing and sent to the specified email addresses.

28.2 Delivery can be by email, but receipt must be confirmed, and is therefore deemed effective on the date of confirmation of receipt.

**Signatures** This contract is agreed upon and entered into on the date last signed below, and is signed by representatives with the authority to do so:

#### **On behalf of Outcomes Matter Consulting:**

Name:

Position:

Date:

#### **On behalf of xxxx:**

Name:

Position:

Date: