

South West Peak Landscape Partnership

*Volunteer Network Development contract - Brief
and Invitation to Quote*

22nd January 2021



SOUTH WEST PEAK
LANDSCAPE AT A CROSSROADS

www.southwestpeak.co.uk



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1. Introduction

On behalf of the South West Peak Landscape Partnership (SWPLP), the Peak District National Park Authority (PDNPA) is looking for a contractor, experienced in working with volunteers, to assess current and future volunteering requirements and opportunities in the South West Peak area.

Funded largely by the National Lottery Heritage Fund, plus a range of match funding, the South West Peak Landscape Partnership Scheme (SWPLPS) started its delivery phase in January 2017 and is scheduled to complete in December 2021.

Volunteering is an important part of the delivery of the Landscape Partnership Scheme (LPS). The LPS is structured with 18 projects being delivered by 6 partners; some of the projects are delivered by dedicated Project Officers, others by existing members of staff from one of the delivery partners. Volunteering features in 14 of those projects. Volunteers have to date contributed more than 3300 days of time valued at over £350,000. This spans a range of activities including: hay meadow survey and restoration, upland wader surveys, cultural heritage asset surveys, detailed technical drawing, building leaky dams, tree planting, sphagnum moss planting, footpath repairs, editing oral history recordings, developing walking trails, refurbishment of community buildings, historical research, assessing community grant applications and much more.

Whilst the partnership does not employ a volunteer coordinator, most volunteers are managed centrally via an online database called Better Impact. Other volunteers, not registered centrally, are managed directly by the individual Project Officers/Project Leads. Volunteering information can be found on the partnership website here: <https://www.southwestpeak.co.uk/volunteering>

The continuation of volunteering is a fundamental part of keeping the community engaged and involved with conserving the heritage of the South West Peak (SWP) and providing a legacy for the LPS.

Most of the LPS projects have a budget for volunteer training, travel and expenses; however, there is currently an underspend in these areas across the LPS. Using this resource to review volunteering across the LPS Projects and assess future volunteer requirements will enable the development of a coordinated approach to sustainable volunteering models in the South West Peak.

This contract will be managed by the SWPLP Scheme Manager. The successful consultant will be required to work closely with all SWPLP Project Officers and project leads.

2. Key services to be provided

A contractor is required to

- Work with LPS project leads and volunteers to assess current and future volunteering requirements and opportunities.

- Develop potential legacy strategies for relevant LPS projects, this could include: finishing volunteering; combining volunteer groups; models for making volunteering self-sustaining in the long-term; volunteering and community action coordinated across the South West Peak.
- Provide a framework for making equipment, resources, systems, communications and training available to provide continuing support for volunteers.

This will bring together existing and new volunteers across the LPS projects, along with partner organisations and other stakeholders, to support formal and informal groups and individuals in continuing to conserve the heritage of the South West Peak.

The outputs from this contract will be required to feed into overall monitoring & evaluation of the LPS as a whole, and the wider LPS legacy plan due to be produced in the autumn of 2021.

Services required are:

- Conduct an assessment of current and future volunteering opportunities offered by the SWPLP and other relevant heritage organisations covering this geographical area.
- Deliver an options appraisal for models that continue to support volunteering in the South West Peak.
- Deliverables as recommended by the assessment, to potentially include:
 - A coordinated network and structure for volunteering.
 - Development of self-constituted groups.
 - An equipment and resources hub to support volunteer groups, families and individual volunteers.
 - Online or similar systems adapted to support volunteering and enable growth and development of the volunteer workforce.
 - Strategy for ongoing engagement with partner organisations, landowners and other heritage owners.

Anticipated outcomes of this contract are:

- The legacy of the LPS will be supported through a community of volunteers, who are conserving the heritage of the South West Peak.
- Volunteers will have access to the equipment, information and training that they require for sustainable volunteering beyond the end of the LPS.
- Formal and informal groups and individual volunteers across the South West Peak will form a volunteering network, maintaining communication and sharing resources and best practice.
- There will be continued growth of volunteer input and community engagement within the South West Peak.

You are invited to submit a proposal and quotation for services outlined in this brief.

3. Responsibilities

The contract manager will:

- Provide all necessary contact details for project leads.
- Enable access to, and training in, the PDNPA volunteer management system.
- Provide access to all relevant LPS documents pertaining to volunteering.

The delivery partners will:

- Provide all necessary contact details for project leads.
- Allow project leads all necessary time to engage with the contractor.
- Provide access to all relevant LPS documents stored locally pertaining to volunteering.

The consultant will:

- Keep the contract manager informed of progress with delivery of the contract.
- Inform the contract manager of any concerns or issues which arise.
- Keep all appropriate records (including but not limited to: costs incurred, records of discussions, outputs produced) and provide these to the contract manager as and when requested.

5. Submission requirements

Submissions should include:

- An outline of your experience relevant to this brief.
- A description of your proposed approach and rationale.
- A draft timetable, including the number of days you propose to deliver the outputs and outcomes above.
- Details of at least 2 clients who can be contacted for references.

TOGETHER WITH a fixed price quotation to include the following

- Day rate and total cost proposed.
- Travel costs and other disbursements.

6. Milestones

The following milestones are proposed for work under the contract: start date February 2021, end date 31st October 2021.

Key milestones are as follows

Deliverable	Timescale
Response to invitation to quote	8 February 2021
Successful contractor informed	12 February 2021
Start of contract	w/b 15 February 2021

Complete a review to assess the current and future volunteering requirements and opportunities across all LPS projects	May 2021
Produce an options analysis of potential strategies for future volunteering models	July 2021
Defined outputs to instigate a sustainable volunteering model, as informed by the options analysis, to potentially include: <ul style="list-style-type: none"> • Development of self-constituted groups. • An equipment and resources hub. • Online (or similar) volunteer support system. • Engagement strategy between volunteers and partner organisations, landowners and other heritage owners beyond the LPS. 	Oct 2021

Consultants are invited to comment in their submission on the appropriateness and deliverability of these milestones, together with any other matters relevant to scheduling work under the contract.

7. Budget

The budget available for this work is a maximum of £25,000. The PDNPA is VAT registered so all quoted figures should exclude VAT.

8. Quotations

Quotations must be submitted by email to Karen Shelley-Jones, South West Peak Landscape Partnership Scheme Manager, karen.shelley-jones@peakdistrict.gov.uk, marked QUOTATION Volunteer Network contract. **To be received no later than 12:00pm on Monday 8th February 2021**

Quotations received after the deadline or otherwise not complying with the instructions in this Invitation to Quote are likely to be disqualified.

It is the contractor's responsibility to ensure that its quote complies with the submission requirements and is received by the PDNPA by the date and time set out. The PDNPA accepts no responsibility for any problems arising from the PDNPA's or the contractor's IT software, infrastructure, input or internet connectivity, the security of or access to the internet, the capability or capacity of the PDNPA's or the contractor's email systems or contractor's failure to check their email system for correspondence received from the PDNPA about this Request for Quote. **Contractors must note that the current maximum size of any email receivable by the PDNPA is 10mb. It is the responsibility of the contractor to ensure that its quote is received by the PDNPA. Contractors are strongly advised not to submit their quote immediately before the deadline.**

9. Selection of Consultant

Your proposal will be assessed based on your:

- Experience of similar work.
- Methodology, timetable and rationale.
- Confirmation of availability.
- Value for money.

Criteria will be scored in line with the following:

	Potential score	Weighting	Max score
• Experience of similar work	1-5	X2	10
• Methodology, timetable & rationale	1-5	X2	10
• Availability	1-5	X1	5
• Value for money	1-5	X5	25
TOTAL			50

If your submission is made on behalf of a partnership, business or company, please provide details of

- Your trading name, address for official correspondence and any registered company number.
- Total number of staff / employees.
- Name and job titles of staff / employees who will be involved in this project, including any sub-contractors.

10. Contract Award

Please note that any costs incurred in preparing your quotation are entirely at your own risk. PDNPA reserves the right not make any appointment and not to accept the lowest quotation.

The selected Consultant must enter into a formal contract in the terms of this invitation to quote, the submitted quotation and PDNPA's standard conditions of contract (see Appendix 2).

The details and timings of payments will be discussed with the selected Contractor and specified in the contract.

11. Intellectual Property Rights

All intellectual property rights in any information or material introduced by one party to the other party pursuant to the Contract shall remain the property of the party that owned such intellectual property rights prior to such introduction. Each party shall grant the other an exclusive licence to use all such pre-existing information and materials supplied under the Contract, including any intellectual property rights in the same, in perpetuity.

The intellectual property rights (including copyright of the approved design) of the research, all work, documentation, data, and materials and of any copies thereof (“Materials”) produced for the Authority pursuant to the contract will vest solely and exclusively in the Authority. The Contractor will be required to give appropriate warranties and title guarantee.

12. Freedom of Information

Information relating to any contract or procurement exercise to which the PDNPA is party, including information about price and performance, is covered by the Freedom of Information Act 2000 (the Act) and Environmental Information Regulations 2004 (“the Regulations”). The PDNPA is under a legal obligation to disclose such information if requested unless an exemption under the Act or Regulations applies.

Any person submitting a quotation or entering into a contract should, as part of the contract process, inform PDNPA of any information which it regards as being eligible for a claim for exemption from disclosure by the PDNPA under the Act or Regulations. The final decision as to what information can be disclosed rests with the PDNPA.

13. GDPR

The contract for the services will include standard GDPR provisions in relation to the control and processing of data.

14. Clarification and Queries

For all queries relating to this project, contact Karen Shelley-Jones, South West Peak Landscape Partnership Scheme Manager, Peak District National Park Authority. Telephone 01629 816269, Email karen.shelley-jones@peakdistrict.gov.uk

15. Terms and Conditions

Please see the attached Terms and Conditions document at Appendix 2.

Appendix 1 - Background

1.1 South West Peak Landscape Partnership

The South West Peak Landscape Partnership (SWPLP) was established in 2013 and in May 2014 made a first round application to the Heritage Lottery Fund (HLF), now called the National Lottery Heritage Fund (NLHF) under their Landscape Partnerships Programme. The Partnership received a 'first round pass' in November 2014 to enter a development phase before submitting a second round application for funding in July 2016, gaining permission to start the delivery phase in December 2016. More information can be found on the Partnership's website www.southwestpeak.co.uk

The Mission Statement of the Partnership is:

By working together in the South West Peak, we will shape a better future for our communities, landscape, wildlife and heritage where trust and understanding thrive.

The partnership is working towards the following outcomes:

Relationships

- Improved understanding and relationship between different communities (farmers, conservationists, residents, visitors, partners)

Land management

- Habitats are more diverse and more resilient
- Populations of key species are supported and more resilient
- A move towards economically and environmentally sustainable land management or 'high nature value farming'
- The landscape is managed for multiple benefits

People

- People have a stronger sense of place, they are engaging with the landscape, have better experiences, and have gained respect and understanding
- People have gained skills and knowledge about the landscape
- People value the landscape and understand the benefits it provides
- People who are currently disconnected from the landscape are supported to build a relationship

Landscape character

- Historic and built elements of the landscape are recorded, understood, valued and restored
- The distinctive mosaic of natural heritage is maintained and enhanced

1.2 Partners

The Peak District National Park Authority (PDNPA) is the lead partner and accountable body for the Landscape Partnership. The other partners are: Cheshire East Council, Cheshire Wildlife Trust, the Farming Life Centre, Environment Agency, Historic England, Natural England, Nature Peak District, RSPB, Severn Trent Water,

Staffordshire County Council, Staffordshire Wildlife Trust, Support Staffordshire and United Utilities.

1.3 Peak District National Park Authority

The Peak District National Park Authority (PDNPA) is an independent body within the local government structure, created by the Environment Act (1995). We provide some of the same services as those provided by district and county councils, for example, we are the local planning authority and have a responsibility for the maintenance of rights of way in the Peak District National Park. Most of the things we do are unique to National Park Authorities and are covered by the two statutory purposes that are common to all English and Welsh National Park Authorities:

- conserve and enhance the natural beauty, wildlife and cultural heritage of the National Parks; and
- promote opportunities for the understanding and enjoyment of the special qualities of the National Parks by the public.

In pursuing these, National Park Authorities have a duty to foster the economic and social well-being of local communities within the National Park by working closely with the agencies and local authorities responsible for these matters, but without incurring significant expenditure.

Appendix 2 – Terms & Conditions – no site services

1. Performance of Contract

- a. The Consultant agrees that at all times it will carry out the Services and perform the Contract in compliance with the following conditions:
 - i. The Consultant shall perform his obligations and functions in compliance with these Conditions (and any authorised modifications) and carry out the Services in a manner consistent with the Contract Documents and to the entire satisfaction of the Authority and in any event with all the reasonable skill care and diligence that would be expected of a qualified competent and experienced person undertaking the Services.
 - ii. The Consultant shall notify the Authority as soon as practicable and in any event within 24 hours if the Consultant is unable to carry out any part of the Services or perform any of its obligations under the Contract.

2. Employees

- a. The Consultant shall not engage, employ or cause to be employed in the supervision and performance of the Contract any person without the necessary qualifications, skill and experience to perform the duties that they are trained and employed to do.

3. Variation of Contract

- a. No variation of Contract shall be valid or have any effect unless it is agreed in writing and signed by the Authority. No other variations to the Contract shall be accepted or paid by the Authority.

4. Payment

- a. On completion of the Contract pursuant to a Purchase Order form (and provided that the Consultant shall have performed his duties, obligations and functions under the Contract to the satisfaction of the Authority) the Consultant may submit to an invoice ('Invoice') for the sum due to him in respect of that Order.
- b. Subject to **Clause 4(a)**, the invoice shall be paid within thirty (30) days of its receipt. All sums payable under this Contract unless otherwise stated are exclusive of VAT and other duties or taxes.

5. Assignment

- a. The Authority shall be entitled to assign or transfer the benefit of the Contract.
- b. The Consultant shall not assign the Contract or any part or it or any benefit or interest within in (including subcontracting) without the written consent of the Authority.

6. Agency

- a. The Consultant is not and shall not in any circumstance hold itself out as being the agent of the Authority.

7. Liability of the Consultant

- a. The Consultant hereby indemnifies and shall keep indemnified the Authority from and against any liability to any person whatsoever arising directly or indirectly out of or connected with the performance, non performance or breach of the Contract or any act neglect default or omission of any employee, agent, servant invitee or visitor of the Consultant or any sub-contractor including, without limitation:
 - i. any and all losses, costs, expenses, (including professional and legal fees) liabilities and damages;
 - ii. any and all proceedings, claims (including any claim for infringement of copyright), demands, penalties, statutory charges and fines;
 - iii. death, illness or injury to any third party or for any loss of or damage to any property belonging to the Authority or to any third party and against

all losses, costs, expenses, liabilities, damages, claims, demands or causes of action resulting therefrom;

- iv. any claim for professional liability in respect of any advice given under the terms of the contract.

in each case to the extent arising out the Consultant's or any of its sub-contractor's breach or failure in performance of the Consultant's obligations in the Contract whether arising from breach of contract, negligence or default or otherwise, except and to the extent that such losses, costs, expenses, liabilities, damages, claims, demands were wholly and directly caused by the negligence or wilful misconduct of the Authority or its officers, agents or employees.

8. Insurance

- a. The Consultant shall at all times from and including the commencement of the Services maintain in force with reputable insurers or underwriters a policy of insurance to cover the liability of the Consultant in respect of:
 - i. public and employers liability in the sum of at least £5,000,000 per individual claim, and
 - ii. professional negligence of at least £1,000,000 per individual claimand will provide satisfactory evidence of insurance against such claims to the Authority.
- b. The Consultant shall be liable for and indemnify the Authority against and insure and procure any sub-contractor to insure against any expense, liability, loss, claim, action, or proceedings in respect of any damage whatsoever (whether directly or indirectly) to private property real or personal in so far as such damage arises out of or in the course of or by reason of carrying out the Contract and which is due to any negligence, omission or default of the Consultant or person for whom the sub-contractor is responsible.
- c. The Consultant shall, prior to the commencement of the Services supply the Authority with copies of all insurance policies, cover notes, premium receipts.
- d. In the event that the Consultant is in breach of this **Clause 8** the Authority shall be at liberty to obtain such insurance as is required at the cost of the Consultant (payable on demand).

9. Intellectual Property, Confidentiality and Data Protection

- a. The intellectual property rights (including copyright and design) of all work, documentation, data, and materials and of any copies thereof ("Materials") produced for the Authority pursuant to the contract by or on behalf of the Consultant will vest solely in the Authority. The Consultant shall not make or permit others to make any copies of materials without the Authority's consent, such consent not to be unreasonably withheld. Copyrights attached to the source data must be strictly adhered to. The Consultant shall maintain adequate security measures during the term of the Contract to safeguard materials from unauthorised access use or copying, and shall notify the Authority immediately if the Consultant becomes aware of any unauthorised access to, use or copying of any materials by any person.
- b. Each party will procure that all information which may already have come into the ownership, possession or control of it or of a subsidiary prior to the execution of the Contract, or which may at any time after the date of Contract come into the ownership, possession, or control of either of them relating to the other party or its operation or management, or otherwise in connection with or in anticipation of the performance of the Contract or that the receiving party is notified is confidential (hereinafter referred to as "the Confidential Information"), shall strictly:-
 - i. not be used for any purpose other than the performance of the Contract;
 - ii. not to be disclosed during the continuance of the Contract to any third party including for the avoidance of doubt any company, organisation or individual whatsoever employed by the Consultant now or at any time in the future; and

- iii. not after termination be used for any purpose whatever or disclosed to any third party.
- c. The party receiving the Confidential Information shall inform the disclosing party immediately if it comes to the notice of the receiving party that any Confidential Information has been improperly disclosed or misused.
- d. The above obligations shall cease to apply to any particular piece of Confidential Information once it becomes public knowledge other than through any act or default of the receiving party or any person acting or employed by them or acting on their behalf.
- e. Upon termination hereof, or at the request of the Authority the Consultant shall procure that all documents and other written material (including material on disks and tape) containing Confidential Information shall be returned (together with all copies thereof) to the disclosing Party.
- f. The Consultant shall comply with its obligations as data controller and data processor of any Personal Data or Sensitive Personal Data within the provisions of the Data Protection Act 2018 and the General Data Protection Regulations ((EU) 2016/679).

10. Bribery and Corruption

- a. The Consultant warrants and undertakes to the Authority that:
 - i. it will comply with applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Anti-Bribery Law");
 - ii. it has not and shall not give any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972;
 - iii. it will comply with the Authority's anti-bribery policy as may be amended from time to time, a copy of which will be provided to Consultant on written request;
 - iv. it will procure that any person who performs or has performed services for or on its behalf ("Associated Person") in connection with the Contract complies with this **Clause 10**;
 - v. it will not enter into any agreement with any Associated Person in connection with the Contract, unless such agreement contains undertakings on the same terms as contained in this **Clause 10**;
 - vi. it has and will maintain in place effective accounting procedures and internal controls necessary to record all expenditure in connection with the Contract;
 - vii. from time to time, at the reasonable request of the Authority, it will confirm in writing that it has complied with its undertakings under this **Clause 10** and will provide any information reasonably requested by the Authority in support of such compliance;
 - viii. it shall notify the Authority as soon as practicable of any breach of any of the undertakings contained within this clause of which it becomes aware.
- b. Breach of any undertakings in this clause shall be deemed to be a material breach of the Contract for the purposes of **Clause 11**.

11. Termination

- a. The Authority shall be entitled immediately upon the happening of any of the following events to terminate this Contract by the service of a notice (a "Termination Notice"), such events being:
 - i. The failure to perform the obligations under **Clause 1** of these Conditions;
 - ii. The Consultant having failed to perform a material part of the Contract for a period of 5 consecutive days;

- iii. The Consultant being treated as insolvent.
- b. A Termination Notice shall be in writing and shall be given by the Authority.
- c. Upon receipt of a Termination Notice, in addition to such consequences as are set out in other provisions of the Contract:
 - i. The Consultant shall immediately cease to perform of the Services;
 - ii. The Consultant shall fully and promptly indemnify the Authority in respect of:
 - a. all losses damages and costs (including professional costs) and expenses incurred or suffered by the Authority from such termination; and
 - b. the cost of completing the remainder of the Services.
 - iii. The Authority shall be under no obligation to make any further payments to the Consultant and shall be entitled to retain any payments which may have fallen due to the Consultant before termination until the Consultant has paid to the Authority all sums due under this Contract.
 - iv. All rights and obligations of the parties shall automatically terminate except for such rights of action as have accrued prior to such termination and any rights or obligations which expressly or by implication are intended to come into or continue in force on or after such termination, in particular but without prejudice to the generality of the foregoing, those relating to copyright, design and other intellectual property rights.

12. Notices

- a. Notices should be served upon the Authority for the attention of the Head of Law, Aldern House, Baslow Road, Bakewell, Derbyshire DE45 1AE.

13. Dispute Resolution

- a. Any disagreements will normally be resolved amicably at working level. In the event of failure to reach consensus between the parties then such failure shall be handled in the following manner:
 - i. The dispute shall in the first instance be referred to the relevant Authority Director or manager in the Authority of similar standing and the Consultant's project manager for resolution at a meeting to be arranged as soon as practicable after the failure to reach consensus arises, but in any event within ten business days;
 - ii. If the dispute has not been resolved following a meeting in accordance with **Clause 13a.** the Parties shall settle the dispute by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the Parties, the mediator will be nominated by CEDR.

14. Observation of Statutory Requirements

- a. The Consultant shall at all times observe and comply with all the relevant Acts of Parliament, regulations and codes of practice (the Statutory Requirements) relating to the performance of the Services including (but not limited to) compliance with any obligations that may be imposed upon the Authority resulting from the Services (where the same are within the power and control of the Consultant) and the Consultant shall indemnify the Authority accordingly.

15. Warranty

The Consultant and the Authority warrant their power to enter into this Contract and have obtained all necessary approvals to do so.

16. Equality

- a. As a local authority the Authority is subject to the Public Sector Equality Duty which requires us, in our work and decision making, have due regard to the need to:

- i. Eliminate unlawful discrimination, harassment and victimisation and other conduct prohibited by the Equality Act 2010;
 - ii. Advance equality of opportunity between people who share a protected characteristic and those who do not;
 - iii. Foster good relations between people who share a protected characteristic and those who do not.
- b. The Authority's statutory responsibility is outlined in its Equality Policy (available on the Authority's website). Consultants are expected to work to the Authority's high standards of equality and inclusivity.

17. Freedom of Information and Transparency

- a. The Consultant **acknowledges** that the Authority is subject to the requirements of the Freedom of Information Act 2000 ("FOIA"), the Environmental Information Regulations 2004 ("EIR") and the Local Government Transparency Code 2014 ("the Transparency Code"). The Consultant shall assist and co-operate with the Authority as necessary to comply with these requirements and acknowledge that the Authority may be required to disclose information pursuant to the FOIA, the EIR or the Transparency Code. The Consultant shall provide all necessary assistance reasonably requested to enable the Authority to respond to a request for information within the time for compliance and permit the Authority to inspect such records as requested from time to time.
- b. The Consultant acknowledges that all payments over £250 are published in the public domain in accordance with guidelines issued by the Department of Communities and Local Government.

18. Force Majeure

- a. Neither party shall be liable for any failure to fulfil or delay in fulfilling its obligations under the Contract (other than an obligation to pay monies due) where such delay or failure is due to a Force Majeure Event Provided That:
 - i. the party so affected could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all matters known to it before the occurrence of the Force Majeure Event and all relevant factors, it ought reasonably to have taken but it did not take; and
 - ii. the party so affected has taken all steps as are reasonably necessary to mitigate the effect of the Force Majeure Event and to carry out its obligations under the Contract in any other way that is reasonably practicable; and
 - iii. the party so affected shall immediately notify the other in writing of the existence of the Force Majeure Event and of its anticipated duration.
- b. If the Contractor is the party affected by the Force Majeure Event, the Authority shall be relieved of its liability to make any payments to the Contractor for the duration of the Force Majeure Event and shall be entitled to obtain services the same as or similar to the Services from any third party during such period that the Force Majeure Event continues and the Contractor shall give all assistance and information necessary to such third party to enable such third party to fulfil the obligations of the Contractor under the Contract.
- c. A "Force Majeure Event" means civil commotion, riot, invasion, war (or threat of war), explosion, biological disaster, epidemic or pandemic, severe weather event which would result in a reasonably prudent contractor not being able to continue and complete the Services, fire, earthquake, epidemic, nuclear disaster, act of terrorism or other natural physical disaster.

19. Rights and Duties Reserved

- a. For the avoidance of doubt nothing herein contained or implied shall prejudice or affect the Authority's rights or powers duties and obligations in the exercise of its functions as a local authority for the enforcement of or pursuance of any enactment by-law or regulation for the time being in force.

20. COVID-19

- a. The Consultant shall at all times comply with the current Covid-19 operating procedure guidance and the Authority's requirements appropriate for the Services.
- b. The Contractor shall cease provision of such Services upon instruction from the Authority in the event of imposition of restrictions relating to Covid-19 by HM Government that, in the opinion of the Authority, frustrates those Services. Recommencement of the Services shall be on the basis set out in this clause and any other reasonable requirements of the Authority.
- c. A breach of this clause shall be treated as material breach of contract.
- d. 'Covid-19' means the Covid-19 pandemic or any similar or equivalent epidemic as determined by HM Government .

21. Conditions

- a. In the event of any contradiction between the conditions provided by the Consultant then these Conditions shall always take precedence.