



Marketing Strategy East Durham Beef

Submitted by :

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Tel No :

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Contact Name (Please Print) :

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TENDER FOR PROFESSIONAL CONSULTANCY SERVICES REQUIRED BY

DURHAM WILDLIFE TRUST ON BEHALF OF DURHAM COASTAL GRAZING GROUP

A. Introduction

The Durham Coastal Grazing Group (DCGG) is a collection of organisations that have an interest in implementing grazing on the Durham Coast in order to enhance the wildlife and public amenity value of the area.

The current membership of the Group is: Durham County Council, Durham Heritage Coast Partnership, Durham Wildlife Trust, National Trust and Grasslands Trust.

Members of the Group are committed to work towards environmentally and economically sustainable management of grasslands and other habitats along the Durham Coast, and the grazing of the coastal grasslands with cattle is seen as the most sustainable option.

As a result the DCGG is seeking to facilitate the development of a brand and marketing strategy for the produce in order to maximise financial return for graziers. The brand identity and marketing strategy will be developed with the participation of local beef producers and land managers and create an economic rationale for effective conservation management. The strategy will identify and test agreed delivery mechanisms.

B. Invitation to Tender

Durham Wildlife Trust therefore, invites tenders for the marketing strategy specified in the accompanying documents.

Tenderers are advised to read the documents carefully to ensure that they are familiar with the nature and content of their obligations if their tender is accepted.

Tenderers can clarify any points of doubt or difficulty by contacting the following DWT personnel: Jim Cokill

Regarding contractual matters: **Jim Cokill – 0191 5128941**
jcokill@durhamwt.co.uk

Regarding the specification: **Jim Cokill - 0191 5128941 jcokill@durhamwt.co.uk**

Background Information: **Jim Cokill - 0191 5128941 jcokill@durhamwt.co.uk**

C. Background Information

County Durham
Economic
Partnership



Durham Rural
Community Council



one
NORTH EAST



East Durham LEADER is supported by The European Agricultural Fund for Rural Development: Europe investing in rural areas

The magnesian limestone grasslands of the Durham coast and east Durham are ecologically important habitats, with many areas designated at an international or national level for their biodiversity value. Over decades these grasslands have become degraded as a result of development pressure or inappropriate management. One of the major causes of decline has been lack of grazing, the traditional management method for this grassland type.

Many of the settlements of East Durham have also declined in recent decades as a result of the closure of traditional industries such as coal mining. This has resulted in a number of socio-economic problems that are now beginning to be addressed, but the reputation of many of these areas is still one of economic and social deprivation, creating a negative perception that can stifle regeneration.

Measures to improve the management of the coastal grasslands will aim to create benefits that also contribute towards improved health, a viable green infrastructure network and a reduction in deprivation. It is hoped that association of the area with a premium product will improve opportunities for businesses throughout the food supply chain, and help to combat negative perceptions, further increasing economic opportunity, particularly for those involved with tourism.

The instigation of LEADER funding in East Durham has provided a mechanism for the delivery of the brand and marketing strategy, as the desired outputs of LEADER coincide with the needs identified by the DCGG.

Further information on LEADER can be found at:
<http://www.durhamrcc.org.uk/projects/Find%20out%20how%20LEADER%20can%20help%20you/>

D. The Future

At the end of the project it is hoped that the following LEADER objectives will have been met or be seen as now being achievable:

High level objective one:

Raising economic participation and entrepreneurial activity

Strategic priorities (SP) to be addressed under objective one:

SP 1 Create and grow private and social enterprises by providing specialist support services for rural residents.

SP 2 Use collaboration and local sourcing to create a vibrant local market supporting local businesses (e.g. working on principles of 'Plugging the Leaks'¹ approach to building a strong local economy).

Facilitates entrepreneurial activity and specialist support provided by the marketing strategy for produce derived from livestock used to graze grasslands.

Provides impetus needed to create collaboration between agriculture, nature conservation and tourism to deliver sustainable management of the local landscape, a driver for economic activity.

High level objective two:

Realising the economic potential of the wealth of assets identified in the area

Strategic priorities (SP) to be addressed under objective two:

SP 1 Use a combination of local assets to build project ideas.

SP 3 Use agricultural and industrial heritage to generate income through tourism and leisure activities.

SP 4 Use the coastal and magnesian limestone landscape to attract more visitors to the area.

Uses the fundamental asset of the area, landscape, as a resource that delivers wealth creation, initially by agriculture.

The attractive magnesian limestone landscape will be enhanced by the return of grazing, becoming more biodiverse and welcoming to visitors and locals.

High level objective three:

Projects and ways of working that contribute to combating and mitigating climate change

SP 3 Encourage green tourism and leisure.

SP 4 Support local food schemes that reduce transport, packaging, and dependence on non-renewable energy sources.

Project will assist in the development of a wildlife rich landscape that will attract green tourism to the area. Production of premium branded meat locally also provides opportunity for local entrepreneurs to use the marketing strategy created to exploit the potential of local food schemes.

High level objective four:

Improving health and opportunities for more healthy lifestyles

Strategic priorities (SP) to be addressed under objective four:

SP 2 Improve access to fresh, locally produced food.

SP 3 Broaden opportunities for healthy lifestyles through new tourism and leisure developments.

Supports creation of sustainable land management system that produces local food. Creates a more attractive and wildlife rich landscape to be promoted as a green tourism destination and amenity for locals. A more attractive environment encourages people to visit the countryside and health benefits result.

High level objective five:

Providing appropriate training and support to underpin above objectives

Strategic priorities (SP) to be addressed under objective five:

SP 4 Support networks that assist sharing of knowledge & experience.

Creates links between nature conservation, farmers, land managers and food industry by demonstrating the common interests of these groups. These links will initially be informal but can be a more formal network.

E. Consultancy Brief

The brief for this tender by Durham Wildlife Trust on behalf of DCGG is to commission a consultant to investigate existing and future grazing opportunities, the supply of suitable livestock and the existing meat supply chain. This information will inform the capacity for supply.

The consultant will research various sales opportunities, from locally sold meat boxes to supplying supermarkets, identify potential market size, and also develop brand materials that provide an identity for the premium product derived from native breed cattle used for conservation grazing.

The consultant will also organise events where the quality of the produce can be demonstrated by preparing and serving East Durham Beef. Opportunities will be sought to market produce to specific restaurants across the region that specialise in local regional produce.

It is envisaged that this will be achieved through undertaking the following activities: To deliver the project the consultant will be required to:

- consult with relevant stakeholders;
- take specialist advice on conservation grazing from the Flexigraze Project (financial provision must be made for this);
- review similar activity in the North East region;
- review potential for supply of beef;
- review sales and distribution opportunities for beef;
- present options for the development of a sustainable meat supply business with a recommended option identified;
- produce branded materials for the promotion of East Durham beef, either in house or by commissioning a third party – the exact format and number of materials to be produced to be agreed with the client;
- organise events, or attendance at existing events, where the type of product to be marketed as East Durham beef can be demonstrated to potential customers;
- make other recommendations for activities to facilitate the successful marketing of East Durham beef i.e. supply of product to restaurants specialising in local produce.

F. Reporting Arrangements and Fee

The person appointed will report to the DCGG via Jim Cokill, Director of Durham Wildlife Trust and chair of the DCGG.

The budget for the project is £21,350 including VAT and expenses.

G. Timescales and Consultancy Agreement

Indicator	Date	Output to be Delivered
Project start date	Oct 2009	Commissioning of consultant
First claim submitted	Oct 2009	Consultant appointed, project plan and report structure agreed
Second claim submitted	Jan 2009	Market assessment complete, promotional events delivered and brand development agreed
Final Claim	Feb 2010	All aspects of marketing Strategy delivered. Brand identity created to support business development.

The service will be subject to the terms and conditions of a formal written consultancy agreement (see attached copy for information, Appendix 5).

Responses must be received by 5pm on 23rd October 2009.

H. Consultant Specification

The successful applicant will be expected to demonstrate relevant current knowledge and understanding and broad based experience of brand development and marketing strategy creation, preferably within the related sectors (nature conservation, agriculture, food).

I. Payment

Staged payments will be made during the project. There will be an initial payment made to allow the appointed consultant to cover costs of external advice and development of branded marketing materials, a second payment made after completion of the majority of the required work and a final payment made after delivery of the strategy document and all other aspects of the project to the client's satisfaction.

Initial Payment £5337.5 inc VAT	Second Payment £10,675 inc VAT	Final Payment £5337.5 inc VAT
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The fee for the service provided shall be paid on production of an invoice detailing the work carried out and the amount due.

J. Tenders

Those submitting a tender should respond with the following:

- methodology for undertaking the work;
- outline stakeholder engagement approach;
- proposed work programme;
- details of project team including CVs;
- relevant project experience with appropriate references, along with staff

names, qualifications and experience;

- brake down against tasks and individuals within the project team of number of hours labour provided within the previously identified fixed project budget;
- initial budget brake down identifying sums to be put aside for developing marketing materials such as leaflets, travel costs and buy in of specialist advice on agricultural aspects of the project from a specialist organisation such as Flexigraze. It is anticipated that to secure sufficient time from an organisation such as Flexigraze that an expenditure of £1000 (including all taxes and expenses) will be required.
- Completed Appendix 1 – Form of Tender
- Completed Appendix 2 – Non Collusive Tendering Certificate
- Environmental Policy
- Equal Opportunities Statement

K. Assessment of Tender

The tenders will be assessed for value, in line with the project funder's requirements, by comparison of the number of hours strategy and brand development work provided for the fixed project budget and an assessment of quality based on previous experience of delivering similar work and success of that work.

The balance of assessment will be 70% quality and 30% value for money, which will be evaluated by comparison of hours work delivered for fixed budget.

Tenders will be assessed using the information provided by the 23rd October and the successful consultant will be confirmed on the 26th October. The initial project meeting will be held as soon as possible after the 26th October and initial project payment made following the initial project meeting.

L. Conditions of Tender

1. Terms and Conditions

Every Tender received by Durham Wildlife Trust shall be deemed to have been made subject to these Conditions. Any alternative terms or conditions offered on behalf of a tenderer shall, if inconsistent with these Conditions, be deemed to have been rejected, unless expressly accepted in writing.

2. Preparation of Tender

2.1 Tenderers must obtain for themselves, at their own responsibility and expense, all information they deem necessary for the preparation of their tenders.

2.2 Great care should be taken in the preparation of this tender because, on receipt, Durham Wildlife Trust will not entertain any request for alteration on the grounds that an error has been made.

3. Canvassing

Any Tenderer who directly or indirectly canvasses any person acting as a Trustee,

committee member or member of staff of any of the organisations who are members of the DCGG concerning the award of the contract for the provision of services will be disqualified.

4. Confidentiality of Tender Information and Documents

All information supplied by Durham Wildlife Trust in or in connection with this Invitation to Tender shall be regarded as confidential to Durham Wildlife Trust.

5. Collusive Tendering

Any Tenderer who:

- (a) fixes or adjusts the work to be provided for in their Tender by or in accordance with any agreement or arrangement with any other person; or
- (b) communicates to any person other than Durham Wildlife Trust the details of their proposed Tender (except where such disclosure is made in confidence in order to obtain a quotation necessary for the preparation of the tender for insurance or a contract guarantee bond); or
- (c) enters into any agreement or arrangement with any other person that they shall refrain from tendering or as to the details of any tender to be submitted; or
- (d) offers or agrees to pay or give or does pay or gives any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the Services any act or omission, is likely (without prejudice to any other civil remedies available and without prejudice to any criminal liability which such conduct by a tenderer may attract) to be disqualified.

6. Tenders for Selected Services

Tenderers must bid for all of the services specified.

7. Sub-Contractors

Where a tenderer intends to use sub-contractors, it will be the responsibility of the tenderer to provide the sub-contractor with all necessary information.

8. The Tender

8.1 Tenders must be submitted on the enclosed Form of Tender.

8.2 Tenders must be accompanied by:

- (a) the enclosed 'Form of Tender' (Appendix 1);
- (b) the enclosed 'Non-Collusive Tendering Certificate' (Appendix 2); and
- (c) a list of sub-contractors, the items that each will be providing and the relationship with the tenderer if applicable.

8.3 All prices tendered must include VAT.

8.4 All documents requiring a signature must be signed:

- (a) where the Tenderer is an individual, by that individual;

(b) where the Tenderer is a partnership by two duly authorised partners; and
(c) where the Tenderer is a company, such persons being duly authorised for that purpose.

The Form of Tender and accompanying documents must be fully completed.

9. Time

9.1 Completed tenders must be returned to Jim Cokill, Durham Wildlife Trust, Rainton Meadows, Chilton Moor, Houghton-le-Spring, Tyne and Wear, DH4 6PU. jcokill@durhamwt.co.uk

10. Acceptance

Durham Wildlife Trust is not bound to accept the lowest or any Tender.

11. Tender Information

11.1 Tenderers must submit all the information requested in this tender document, this is essential to evaluate the offers received.

11.2 Tenderer(s) attention is also drawn to Environmental (Appendix 3) and Equal Opportunities issues (Appendix 4), appropriate responses must be submitted with your bid.

APPENDIX 1
FORM OF TENDER

**N.B. - THIS FORM MUST BE COMPLETED AFTER READING
AND ACCEPTING THE FOREGOING CONDITIONS**

TO: Durham Wildlife Trust

(Name(s) of person(s) or company submitting tender

I/We.....

.....

of.....

.....

(Business name if trading as different from above)

.....

(a) offer to provide the services specified in this tender in accordance with your Conditions of Tender, Agreement and Specification (which we have read and understand) at the rate(s) stated in our tender submission.

(b) declare that to the best of our knowledge and belief no payments, gifts or other inducements have been or will be offered by us or our agents to members, officers or parent organisations for the purpose of obtaining any favour in connection with the Contract.

Signed

In the capacity of

Duly authorised to sign tenders and give such certificate for an on behalf of (IN BLOCK CAPITALS)

.....

Date

Tick as appropriate:

Limited Company

Unlimited Company

Partnership

Individual

Telephone Number

Fax Number

E-mail Address

APPENDIX 2

NON-COLLUSIVE TENDERING CERTIFICATE

In recognition of the principle that the essence of tendering is that the client shall receive bona fide competitive tenders from all those tendering

WE CERTIFY THAT:

1. The tender submitted herewith is a bona fide tender intended to be competitive.
2. We have not fixed or adjusted the amount of the tender under or in accordance with any agreement or arrangement with any other person.
3. We have not done and we undertake that we will not do at any time before the hour specified for the return of the tender any of the following acts:
 - (a) communicate to a person other than the person calling for this tender the amount or approximate amount of the proposed tender (except where the disclosure, in confidence, of the approximate amount of the tender was essential to obtain insurance premium quotations required for the preparation of the tender);
 - (b) enter into any agreement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted and;
 - (c) offer to pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender any act or thing of the sort described above.

In this certificate:

1. 'Person' includes any person and any body or association corporate or incorporate.
2. 'Any agreement or arrangement' includes any transaction of the sort described above, formal or informal and whether legally binding or not.

DATED this day of 2009

SIGNED

duly authorised to sign for and on behalf of

APPENDIX 3

ENVIRONMENTAL ISSUES

Durham Wildlife Trust has a good record on enhancing and improving the environment. Our environmental policy identifies the benefits of green purchasing and it seeks to avoid buying products which endanger health or harm the environment.

Durham Wildlife Trust is interested in businesses with a commitment to the environment. **Consequently, companies are requested to enclose a copy of their Environmental Policy as part of their tender submission, if available.**



APPENDIX 4

EQUAL OPPORTUNITIES STATEMENT

This organisation is committed to creating, maintaining and promoting a working environment where everyone has the opportunity to receive quality services.

People should not be discriminated against in the employment relationship or in the way goods and services are provided and we are committed to promoting a just society, that gives everyone an equal chance to learn, work and live free from discrimination and prejudice.

To ensure this commitment is put into practice, we seek to adopt policies and practices, which remove any barriers to equality of opportunity, and to eliminate both unfair and unlawful discrimination and thus promote inclusion.

In the spirit of partnership we commend our principles to contractors who provide services on our behalf. Our aim is to ensure that all organisations and individuals working on behalf of Durham Wildlife Trust are conversant legislative requirements and subscribe to equal opportunity values and policies.

APPENDIX 5

For Information Only – Sample agreement to be implemented between Durham Wildlife Trust and the successful tenderer.

**AGREEMENT
APPOINTMENT OF CONSULTANT**

relating to brand creation and marketing strategy for East Durham Beef

TENDER FOR A CONSULTANT TO



THIS AGREEMENT is made on the _____ day of _____ 2009

BETWEEN

(Your organisation details) and

2. (name) of (business name) ("the Contractor")

1. RECITALS

1.1 This Agreement is for the provision by the Contractor of the project described in the Specification.

1.2 The Contractor agrees to deliver the project in accordance with the requirements contained in the Specification and the terms and conditions of this Agreement

2. DEFINITIONS

The following terms shall have the following meanings:

2.1 "Commencement Date" :

2.2 "Completion Date" :

2.3 "Fee" : the payments specified in Clause 6

2.4 "Service" : those services to be undertaken by the Contractor outlined in the Specification

2.5 "Contract" : this agreement

APPOINTMENT

3.1 (The organisation) engages the Contractor to provide the Services during the Contract in consideration of the Fee.

The Nominated Representative for the Contractor shall be

.....

The Nominated Representative for this organisation shall be.....

or such other person as may from time to time be nominated in his/her place.

THE CONTRACTOR'S OBLIGATIONS

To provide the Service to the Council to the specification and requirements.

To provide the Service with due skill, care and diligence and to the satisfaction of the (organisations) Nominated Representative.

To comply with any reasonable directions of the (organisations) Nominated Representative

To abide by the terms and conditions of this Agreement

5. VARIATION IN CONTRACT TIME

Where either party identifies the period of this Agreement requires to be extended beyond the Completion Date for whatever reason it shall notify the other party. Terms for any extension of the Contract period shall be discussed and agreed between the parties prior to their being undertaken by the Contractor
Any changes or variations to the manner in which the Service is to be provided or to the content of the Service shall be binding only if mutually agreed in writing by the Council and the Contractor

6. FEE

6.1 The fee for the service provided shall be paid by staged payments on the production of an invoice detailing the deliverables provided.

6.2 The Contractor shall request payment by submitting an invoice detailing the amount, Company Number, VAT Registration Number and stating to whom the cheque is payable. Payment shall be made within 28 days of the receipt of the invoice.

6.3 All invoices submitted by the Contractor shall be supported by receipts, invoices and any other evidence of expenditure required to verify the expenditure claimed.

CONFIDENTIALITY

7.1 All documents including Contract Documents provided, and information which the Contractor may acquire during the course of and as a consequence of providing the Service, are confidential to **(the organisation)** and shall not be disclosed, disposed of or used for any purpose without the written consent of the Authorised Officer first having been obtained **unless they are part of a funding application where evidence may be required that the process was fairly administered.** Copyright in all documents including the Contract Documents provided by **(the organisation)** shall at all times vest within the organisation.

The Contractor shall indemnify and keep indemnified **(the organisation)** against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever arising in respect of any breach by the Contractor of this Condition

INDEMNITY

8.1 The Contractor shall indemnify and keep indemnified **(the organisation)** from and against all loss, damage or liability suffered (including legal fees and costs) or incurred by **(the organisation)** arising from any breach of this Agreement by the Contractor including:-

8.1.1 any negligent act, omission or default of the Contractor, its agents contractors or employees;

breaches in respect of any matter arising from the provision of the Service resulting in any successful claim by any third party.

(EXCEPT to the extent that such loss, damage or claims is caused by any negligent act or omission on the part of **(the organisation)**)

8.2 The Contractor shall take out and maintain at its own cost a comprehensive policy of insurance to cover its liability in respect of any act or default for which it may become liable to indemnify **(the organisation)** under the terms of this Agreement.

9. TERMINATION

This agreement will be deemed terminated if:

9.1 In the opinion of (the organisation) the Contractor is not performing the Service to a reasonable standard;

9.2 There is failure on the part of the Contractor to observe any obligations under this Agreement:

Then in such circumstances (the organisation) may, but not unreasonably or vexatiously, without prejudice to any accrued rights or remedies under this Agreement, terminate the Contractor's employment under this Agreement by notice in writing having immediate effect.

9.3 The Contractor may terminate this Agreement in default of payment of any fee within 28 days of the due date of the invoice.

LIABILITY ON EARLY TERMINATION

10.1 If this Agreement is terminated in accordance with Clause 9 or for any other reason before completion of the Service (the organisation) shall only be liable to reimburse the proportionate part of the fee and expenses incurred by the Contractor before the date of termination. This provision is without prejudice to any rights that may have accrued to (the organisation) under this Agreement before termination.

11. DELIVERY OF DOCUMENTS ON TERMINATION

The contractor shall upon the termination of its employment or on the Completion Date (whichever first occurs) immediately deliver up all correspondence, documents, specifications or papers belonging to (the organisation) which may be in its possession or under its control.

STATUS OF CONTRACTOR

12.1 The Contractor shall be an independent contractor and not servant of this organisation.

12.2 The Contractor shall not be subject to directions from (the organisation) as to the manner in which he shall perform the Service.

Nothing in this Agreement shall render this organisation liable in respect of any liability incurred by the Contractor to any other person in conflict of its authority under this Agreement.

VAT

All sums payable under this Agreement unless otherwise stated are exclusive of VAT and other duties or taxes.

Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to those sums except to the extent any VAT or penalties relating thereto are chargeable because of some breach by the Contractor of the relevant statutory provisions

OWNERSHIP

The ownership of any materials generated by the Contractor, or any intellectual property rights created, in the provision of the Service shall belong to (the organisation)

HEALTH AND SAFETY

The Contractor shall at all times comply with the requirements of the Health and Safety at Work Act 1974 and of any other Acts, Regulations, Orders, Rules of Law or EU Directions pertaining to health and safety.

PUBLICITY

16.1 The Contractor shall not publicise the existence or the contents of this Agreement and shall not use the name of (the organisation) in any publicity releases or advertising without the prior approval in writing of the Nominated Representative.

17. RECOVERY OF SUMS DUE

17.1 Where any sum of money shall be recoverable under this Agreement from or payable by the Contractor to (the organisation) it may be deducted from any sum or sums then due or payable or which at any time thereafter may become due or payable to the Contractor under this Agreement or any other agreement with (the organisation).

18 STATUTORY REQUIREMENTS

18.1 The Contractor shall comply with all statutory and other provisions to be observed and performed in connection with the Service and shall indemnify (the organistaion) against all actions, claims, demands, proceedings, damages, charges and expenses whatsoever in respect of any breach by the Contractor of this Condition 18.

19. DISPUTES

19.1 (The organisation) and the Contractor shall use their best endeavours to resolve any dispute arising out of this Contract by agreement.

19.2 To resolve a dispute either party shall use the following procedure:

19.2.1 request a meeting between the respective Nominated Representatives such meeting to be held within five working days of the dispute occurring or such other period as shall be agreed between the parties;

19.2.2 should the dispute remain unresolved following the meeting referred to in Condition 19.2.1 above then a meeting shall be requested between senior representatives of each of the parties such meeting to be held within five working days of the request or such other period as shall be agreed between the parties;

19.2.3 should the dispute still remain unresolved following the meeting referred to in Condition 19.2.2 above then subject to the agreement of the parties the dispute may be referred to an independent mediator acceptable to the parties as soon as is reasonably practicable for resolution;

19.2.4 should the dispute still remain unresolved following mediation either party may agree to refer the dispute to an independent arbitrator acceptable to both parties;

19.3 The use of this procedure shall not prejudice the other rights and remedies of the parties under this Contract.

CORRUPT GIFTS

20.1 Without prejudice to the provisions of Clause 9 if it shall be established the Contractor shall have directly or indirectly canvassed or solicited any member, officer, employee or agent of the organisations that are members of the Durham Coastal Grazing Group at any time in connection with this Contract or any other contract or proposed contract for the provision of the Service or shall have directly or indirectly obtained or attempted to obtain information from any such member, officer, employee or agent concerning this Contract or any other contract or proposed contract for the provision of the Service; or shall have offered or given or agreed to give to any person any gift or inducement in relation to the obtaining or performance of this Contract or any other contract with us or if any of the like acts shall have been done by any person employed by the Contractor or acting on his behalf (whether with or without the knowledge of the Contractor) or where the Contractor or any persons employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 "or shall have given any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972"

then (the organisation) may terminate the Contractor's employment under the Contract by notice in writing having immediate effect.

21. ASSIGNMENT AND SUB-CONTRACTING

21.1 The Contractor shall not assign nor purport to assign the performance of the Service or any part thereof without previously gaining our written consent.

21.2 Where the Contractor assigns or sub-contracts the whole or any part of the Service it shall remain accountable to us for the full and proper delivery of the Service.

22. WHOLE AGREEMENT

22.1 This Agreement contains the whole agreement between (the organisation) and the Contractor and no amendment shall be binding unless made in writing and signed by or on behalf of both parties.

23. WAIVER

23.1 The failure by either party to enforce at any time for any period any one or more of the terms and conditions of this Agreement shall not be a waiver of it or them or of any right at any time subsequently to enforce all terms and conditions of this Agreement.

24 PROPER LAW AND JURISDICTION

24.1 This Agreement shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.

25. NOTICES

25.1 Any Notice to be served or given under this Agreement shall be sent or given by prepaid recorded delivery or registered post to the address of the relevant party shown at the head of this Agreement or by facsimile transmission or by telex and shall be deemed to have been received by the addressee within 48 hours of posting or within 24 hours if sent by any other of the means outlined herein.

26. FREEDOM OF INFORMATION ACT

26.1 It is hereby declared that under the terms of Freedom of Information Act 2000 (“the Act”), (the organisation) may have to disclose information about this Contract should there be requests for information, as defined in the Act, regarding the terms of this Contract



AS WITNESS of which this Agreement has been duly executed as a Deed by the parties the day and year first above written.

SIGNED AS A DEED by)
)
for and on behalf of)
THE ORGANISATION).....
in the presence of:-)
Designation.....

Witness Name.....

Witness Signature.....

SIGNED AS A DEED by)
)
for and on behalf of)
).....
in the presence of:-)
Designation.....

Witness Name.....

Witness
Signature.....

