

DATED

15 /12

2025

CONSULTANCY AGREEMENT

NORTH NORTHAMPTONSHIRE COUNCIL

and

SAFE KIDS WALKING LTD T/A BRIGHTWAYZ

In relation to

The implementation of bespoke School Travel Plans

North Northamptonshire Council
The Corby Cube, George Street,
Corby, Northamptonshire, NN17 1QG
Legal Ref: 26722

codes of practice issued by the relevant government department concerning the legislation;

“Commencement Date”	10 December 2025;
“Commercially Sensitive Information”	the information listed in Schedule 5 comprising the information of a commercially sensitive nature relating to the Consultant, its intellectual property rights or its business or which the Consultant has indicated to the Council that, if disclosed by the Council, would cause the Consultant significant commercial disadvantage or material financial loss;
“Confidential Information”	<p>all confidential information (however recorded or preserved) disclosed by a party or its representatives to the other party and that party’s representatives in connection with this Agreement, including but not limited to:</p> <ul style="list-style-type: none">a. any information that would be regarded as confidential by a reasonable businessperson relating to: (i) the business, affairs, customers, Consultants or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;b. any information developed by the parties in the course of carrying out this Agreement;c. Personal Data;d. any Commercially Sensitive Information.
“Consultant’s Representative”	the representative appointed by the Consultant in relation to this Agreement, whose details are set out in clause 19.3, or such other person as the Consultant may otherwise advise in writing;
“Council’s Representative”	the representative appointed by the Council to supervise and monitor the delivery of this Agreement, whose details are set out in clause 19.3, or such other person as the Council may otherwise advise in writing;
“Data Controller”	has the same meaning as set out in the Data Protection Legislation;
“Data Processor”	has the same meaning as set out in the Data Protection Legislation;
“Data Protection Legislation”	the UK Data Protection Legislation and the Data Protection Act 2018;
“Data Subject”	the same meaning as set out in the Data Protection Legislation;

“Expiry Date”	9 December 2026;
“Fees”	the fees payable to the Consultant by the Council under the Agreement for the full and proper performance by the Consultant of its obligations under this Agreement, as set out in Schedule 2;
“Force Majeure Event”	<p>“Force Majeure Event” mean the occurrence after the date of this Agreement of: -</p> <ul style="list-style-type: none">(i) war, civil war, armed conflict or terrorism; or(ii) nuclear, chemical or biological contamination unless the source or cause of the contamination is the result of actions of the Contractor; or(iii) pressure waves caused by devices travelling at supersonic speeds; or(iv) explosion, lightning, storm, tempest, flood, bursting or overflowing of water tanks, apparatus or pipes, ionising radiation, earthquakes, riot and civil commotion; or(v) failure by any statutory undertaker, utility company, local council or other like body to carry out works or provide services; <p>or</p> <ul style="list-style-type: none">(vi) any failure or shortage of power, fuel or(v) transport;(vi) a pandemic or an epidemic or any government regulations directly resulting from such pandemic or epidemic including acts of God, pandemic or epidemic <p>which directly causes either party (the “Affected Party”) to be unable to comply with all or a material part of its obligations under this Agreement and which is not as a result (directly or indirectly) of any wilful act, act of negligence or default of the Affected Party.</p>
“GDPR”	the UK General Data Protection Regulation;
“Good Industry Practice”	standards, practices, methods and procedures conforming to the Laws and with all due skill and care, diligence, prudence and foresight which would be expected from a skilled and appropriately experienced, qualified and trained person or body engaged in a similar type of undertaking under the same or similar circumstances;
“Initial Term”	the period starting from the Commencement Date to the Expiry Date;
“Laws”	any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978,

exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body which the Consultant is bound to comply with;

“Personal Data”

has the same meaning as set out in the Data Protection Legislation;

“Prohibited Act”

(a) offering, promising or agreeing to give to any servant of the Council any gift or consideration of any kind as an inducement or reward:

(i) for doing or not doing (or for having done or not having done) any act in relation to the obtaining or performance of this Agreement or any other agreement with the Council; or

(ii) for showing favour or disfavour to any person in relation to this Agreement or any other agreement with the Council;

(b) committing any offence:

(i) under the Bribery Act and or the UK Data Protection Legislation; or

(ii) under legislation creating offences in respect of fraudulent acts; or

(iii) at common law in respect of fraudulent acts in relation to this Agreement or any other agreement with the Council; or

(iv) defrauding or attempting to defraud or conspiring to defraud the Council;

(v) any action that may reasonably be considered to be to the detriment of the Council and or its end user’s welfare, either by positive action or by omission. Such action shall include but is not limited to; breach of the law, related to health, safety and or care, safeguarding, abuse, sexual allegations and or misconduct; financial malpractice or business continuity failure;

“Regulated Activity”

in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Regulated Activity: Groups Act 2006;

“Safety Legislation”

the Health and Safety at Work Act 1974 and the Consumer Protection Act 1987 together with all regulations made under

them including, but not limited to, the General Product Safety Regulations 1994, the Control of Substances Hazardous to Health Regulations 1999 and all other legislation, codes of practice and guidance from time to time amended (including subordinate legislation and European Community legislation to the effect that it has direct effect on member states) imposing legal requirements with respect to health and safety at work and/or the safety of any goods and equipment used in the performance of the Services and the health and safety of the users of such equipment;

“Schedules”	the Schedules attached to this Agreement;
“School Travel Plans”	as described in Schedule 1.
“Services”	the services to be provided to the Council by the Consultant and its Staff, as specified in Schedule 1;
“Staff”	all persons employed by the Consultant to perform its obligations under the Agreement together with the Consultant’s servants, agents, Consultants and sub-contractors used in the performance of its obligations under the Agreement;
“Term”	the period of the Initial Term as may be varied by: (a) any extensions to this Agreement which are agreed pursuant to clause 2; or (b) the earlier termination of this Agreement in accordance with its terms;
“UK Data Protection Legislation”	any data protection legislation from time to time in force in the UK including the Data Protection Act 2018 and the UK GDPR;
“Working Day”	Monday to Friday, excluding public holidays in England and Wales, unless otherwise authorised by the Council.

1.2 The interpretation and construction of the Agreement shall be subject to the following provisions:

- (a) words importing the singular meaning include where the context so admits the plural meaning and vice versa;
- (b) words importing the masculine include the feminine and neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;

- (d) references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
- (e) references to any party shall include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;
- (f) the words “include”, “included”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;
- (g) headings are included in the Agreement for ease of reference only and shall not affect the interpretation or construction of the Agreement; and
- (h) in cases of conflict or inconsistency between the schedules forming this Agreement the following order of precedence shall apply:
 - 1. the clauses of this Agreement
 - 2. Schedule 1 – Project Brief (Specification) and Tender Response
 - 3. Schedules 2 – Fees
 - 4. Other Schedules will rank equally

2. TERM

- 2.1 This Agreement shall take effect on the Commencement Date and shall continue for the Term, subject always to review or such lesser period as a result of the Agreement being terminated earlier in accordance with the provisions of this Agreement.
- 2.2 The Council may extend this Agreement beyond the Initial Term for a further period of one year (the “Extended Period”) if both parties agree in writing to such an extension or extensions. The same terms and conditions as those contained within this Agreement shall apply to any Extended Period.
- 2.3 If the Council does not wish to extend this Agreement beyond the Initial Term this Agreement shall expire on the expiry of the Initial Term.
- 2.4 The terms of this Agreement shall apply to any Extended Period subject to any variation agreed in writing between the parties.
- 2.5 In the event that the Agreement expires or is terminated, the Consultant shall, where so requested by the Council, provide assistance to the Council to migrate the provision of the Services to a replacement consultant.

3. DUE DILIGENCE, CONSULTANT’S WARRANTY AND THE SERVICE STANDARD

- 3.1 The Consultant acknowledges and confirms that:

- (a) the Council has delivered or made available to the Consultant all of the information and documents that the Consultant considers necessary or relevant for the performance of its obligations under this Agreement;
 - (b) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of the Council pursuant to clause 3.1(a);
 - (c) it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Council before the Commencement Date) of all relevant details relating to the performance of its obligations under this Agreement; and
 - (d) it has entered into this Agreement in reliance on its own due diligence.
- 3.2 Save as provided in this Agreement, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Consultant by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 3.3 The Consultant:
 - (a) warrants and represents that all information and statements made by the Consultant as a part of the procurement process remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to execution of the Agreement; and
 - (b) shall promptly notify the Council in writing if it becomes aware during the performance of this Agreement of any inaccuracies in any information provided to it by the Council during such due diligence which materially and adversely affects its ability to perform the Services or meet any performance target.
- 3.4 The Consultant shall not be entitled to recover any additional costs from the Council which arise from or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Council by the Consultant in accordance with clause 3.3(b), save where such additional costs or adverse effect on performance have been caused by the Consultant having been provided with fundamentally misleading information (and where the misleading information has been verified and confirmed by the Council to be accurate) by or on behalf of the Council and the Consultant could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Consultant shall be entitled to recover such reasonable additional costs from the Council or shall be relieved from performance of certain obligations. In such circumstances the Consultant shall notify the Council as soon as possible of the additional costs or adverse effect on performance, and such additional costs or request to be relieved from performance of certain obligations shall be agreed with the Council.
- 3.5 Nothing in these clauses 3.1, 3.2, 3.3 and 3.4 shall limit or exclude the liability of the Council or the Consultant for fraud or fraudulent misrepresentation.

- 3.6 In performing the Services, the Consultant shall ensure, throughout the Term of this Agreement, that it:
- 3.6.1 fully complies with the terms of this Agreement and completes the Services in accordance with the requirements set out in Schedule 1 in all material respects ensuring that, except with the written consent of the Council, the Services are carried out exclusively by the Consultant;
 - 3.6.2 operates in accordance with Good Industry Practice and in compliance and conformance with all applicable Laws;
 - 3.6.3 notifies the Council in writing immediately on learning of any relationship or potential conflict of interest that might influence or be perceived to influence the provision of the Services;
 - 3.6.4 co-operates with the Council in all matters relating to the Services;
 - 3.6.5 co-operates, and procures that its Staff co-operates, with the Council in carrying out any performance monitoring, at no additional charge to the Council; and
 - 3.6.6 uses its best endeavours to promote the interests of the Council.
- 3.7 The Council shall use its reasonable endeavours to provide, such relevant information as the Consultant may reasonably require.
- 3.8 The Consultant shall provide the Services in a timely manner as particularly set out in Schedule 1.

4. FEES AND PAYMENT

- 4.1 In consideration of the performance of the Consultant's obligation under the Agreement, the Council shall pay the Fees set out in Schedule 2 within thirty (30) days of a correctly rendered invoice.
- 4.2 The Fees set out in Schedule 2 shall only be payable to the Consultant following completion of a quarterly progress report and meeting (as set out in Schedule 2) to the satisfaction of the Council.
- 4.3 All invoices shall be directed to the Administrator.
- 4.4 The Council shall pay all undisputed invoices submitted to it by the Consultant in accordance with the payment arrangements set out in Schedule 2, to a bank account nominated in writing by the Consultant. Each invoice shall include such supporting information required by the Council to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

- 4.5 The Council may reduce payment in respect of any Services which the Consultant has either failed to provide or has, in the Council's reasonable opinion, provided inadequately.
- 4.6 Pursuant to Clause 4.4 above, If the Council informs the Consultant in writing that the Council reasonably believes that any part of the Services does not meet the requirements of the Contract or differs in any way from those requirements, the Consultant shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within such reasonable time as may be specified by the Council.
- 4.7 If during any of the progress meetings set out in Schedule 2, the Council determines that the Services have not been delivered to its satisfaction then the Council shall be entitled to withhold payment of the fees until such time as the Council is satisfied that sufficient progress has been made. Progress will be assessed based on the information provided in the Consultant's progress reports, including but not limited to the number of schools engaged and the number of schools working towards 'good' status as recorded on the Modeshift platform.
- 4.8 All amounts payable by the Council under the Agreement are exclusive of amounts in respect of valued added tax chargeable from time to time (the "VAT"). Where any taxable supply for VAT purposes is made under the Agreement by the Consultant to the Council, the Council shall, on receipt of a valid VAT invoice from the Consultant, pay to the Consultant such additional amounts in respect of VAT as are chargeable on the performance of the Services at the same time as payment is due for the performance of the Services.
- 4.9 If the Council fails to pay any amount properly due and payable by it under the Agreement, the Consultant shall have the right to charge interest on the overdue amount at the rate of two (2) per cent per annum above the base rate for the time being of the Bank of England, accruing on a daily basis from the due date up to the date of actual payment. This clause shall not apply to payments that the Council disputes in good faith.
- 4.10 The Consultant shall maintain complete and accurate records of all the time spent and materials used by the Consultant in the performance of the Services, and the Consultant shall allow the Council to inspect such records at all reasonable times on request.
- 4.11 Payment by the Council shall be without prejudice to any claims or rights which the Council may have against the Consultant and shall not constitute any admission by the Council as to the performance by the Consultant of its obligation hereunder.
- 4.12 The Council may at any time, without notice to the Consultant, set off any liability of the Consultant to the Council against any liability of the Council to the Consultant, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. Any exercise by the Council of its rights under this clause shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.
- 4.13 Where the Consultant enters into a Sub-Contract, the Consultant shall include in that Sub-Contract;

- (a) provisions having the same effect as clauses 4.3 – 4.4 of this Agreement; and
 - (b) a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 4.3 – 4.4 of this Agreement.
 - (c) in this clause 4.12, “Sub-Contract” means a contract between two or more Consultants, at any stage of remoteness from the Council in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.
- 4.14 The Consultant shall maintain up-to-date personnel records on its Staff engaged in the provision of the Services and shall provide information to the Council as the Council reasonably requests on the Consultant’s Staff. The Consultant shall ensure at all times that it has the right to provide these records in compliance with the applicable Data Protection Legislation.

5. STATUTORY RIGHTS

- 5.1 Nothing in these conditions shall affect in any way the statutory rights of the Council under the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982 or any subsequent amending or consolidating legislation.
- 5.2 A party who is not a party to this Agreement is not entitled to enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999 except where this Agreement expressly provides otherwise.
- 5.3 The Consultant shall at its own expense, comply in all respects with the Laws and all applicable rules and regulations in all matters arising in the performance of or in connection with the Agreement.

6. MONITORING AND MEETINGS

- 6.1 The Consultant's performance of the Services shall be monitored by the Council’s Representative, who shall be entitled to make recommendations to the Consultant for improving the standard of the Consultant’s performance in undertaking the Services which the Consultant must follow.
- 6.2 The Consultant’s Representative will meet regularly with the Council’s Representative upon receiving a request to do so, to discuss the Services being provided by the Consultant and to provide the Council with progress reports and or information.
- 6.3 At the meetings the Council’s Representative and the Consultant’s Representative will review, among other things, the Consultant’s performance, key performance indicators where applicable, progress-to-date on provision of the Services, and any issues relating to the performance of the Services.

- 6.4 The Council's Representative shall keep minutes of all meetings in relation to monitoring of the Agreement.
- 6.5 The Council's Representative shall review the Consultant's compliance with the Data Protection Legislation, the FOIA, in accordance with clause 10 (Data Protection) and clause 11 (Freedom of Information) and any other Laws applicable to the Services.
- 6.6 The Council may terminate the Agreement by written notice with immediate effect if the Consultant fails to perform the Services in accordance with the Agreement.

7. ANTI-BRIBERY MODERN SLAVERY ACT REQUIRMENTS AND REAL LIVING WAGE

7.1 The Consultant shall:

- (a) comply with all applicable anti-bribery, anti-corruption and anti-slavery legislation including, without limitation, the Bribery Act and Modern Slavery Act 2015;
- (b) maintain and enforce its own policies and procedures, including adequate procedures under the Bribery Act, to ensure compliance with all applicable anti-bribery and anti-corruption legislation;
- (c) use reasonable endeavours to ensure that all persons associated with the Consultant (as defined by section 8 of the Bribery Act) including any sub-contractors and Consultants comply with this clause;
- (d) implement due diligence procedures for its own Consultants, sub-contractors and other participants in its supply chain, to ensure that there is no slavery or human trafficking in its supply chain;
- (e) not to purchase any raw materials, resources or products from any country that has been sourced from producers or manufacturers using forced labour in its operations or practice;
- (f) pay all directly employed, contracted or sub-contracted staff (aged 18 or over) directly involved in the delivery of this Contract the real living wage as defined by the Living Wage Foundation throughout the term of this Contract.

8. EQUALITIES

- 8.1 The Consultant shall (and shall procure that its Staff shall) not unlawfully discriminate within the meaning and scope of any Law, enactment, order or regulation relating to discrimination in employment including but not limited to the Equality Act 2010 and shall (and shall procure that its Staff shall) at all times comply with the provisions of the Human Rights Act 1998 in the performance of the Services.

9. SAFEGUARDING

- 9.1 Where it is clear or otherwise reasonably likely that the performance of the Agreement will require the Consultant (or any of its staff, agents, sub-contractors or advisors) to carry out a Regulated Activity the Consultant shall:

- (i) comply at all times with the provisions of the Safeguarding Vulnerable Groups Act 2006 ("SVGA 2006) (as amended by the Protection of Freedoms Act 2012 and any other subsequent relevant legislation);
- (ii) ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS); and
- (iii) monitor the level and validity of the checks under this clause 9.4 for each member of staff;
- (iv) not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users, children or vulnerable adults.

9.2 The Consultant warrants that at all times for the purposes of this Agreement it has no reason to believe that any person who is or will be employed or engaged by the Consultant in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder, as amended from time to time.

9.3 The Consultant shall immediately notify the Administrator and or the Council of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 9 have been met.

9.4 The Consultant shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to the service users and or children and or vulnerable adults.

9.5 The Council may, by written notice to the Consultant, refuse to admit onto, or withdraw permission to remain on, the Council's Premises:

- (i) any member of the Staff; or
- (ii) any person employed or engaged by any member of the Staff,

whose admission or continued presence would, in the reasonable opinion of the Council, be undesirable.

9.6 At the Council's written request, the Consultant shall provide a list of the names and addresses of all persons who may require admission to the Council's Premises in connection with the Contract, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Customer may reasonably request.

9.7 Staff engaged within the boundaries of the Council's Premises shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be

in force from time to time for the conduct of personnel when at or within the boundaries of those Council's Premises.

- 9.8 If the Consultant fails to comply with clause 9.6 within three (3) weeks of the date of the request, the Council may terminate the Contract, provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Consultant.
- 9.9 The decision of the Council as to whether any person is to be refused access to the Premises and as to whether the Consultant and Staff have failed to comply with clause 9.6 shall be final and conclusive.

10. DATA PROCESSING

- 10.1 Both parties will comply with all applicable requirements of the Data Protection Legislation and any applicable Laws. This clause 10 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation. In this clause 10, applicable Laws means (for so long as and to the extent that they apply to the Provider) the law of the European Union, the law of any member state of the European Union and/or Domestic UK Law; and Domestic UK Law means the UK Data Protection Legislation and any other law that applies in the UK.
- 10.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Data Controller and the Consultant is the Data Processor. Schedule 3 sets out the scope, nature and purpose of processing by the Consultant, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 10.3 Without prejudice to the generality of clause 10.1, the Council will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Consultant for the duration and purposes of this Agreement.
- 10.4 Without prejudice to the generality of clause 10.1, the Consultant shall, in relation to any Personal Data processed in connection with the performance by the Consultant of its obligations under this Agreement:
- (a) process that Personal Data only on the written instructions of the Council (as set out in Schedule 3), unless the Consultant is required by applicable Laws to otherwise process that Personal Data. Where the Consultant is so required, it shall promptly notify the Council before processing the Personal Data, unless prohibited by the applicable Laws;
 - (b) ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the Council, 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, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where

appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) not transfer any Personal Data outside of the European Economic Area;
 - (d) notify the Council immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
 - (e) assist the Council in responding to any request from a Data Subject and in ensuring compliance with the Council's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - (f) notify the Council immediately and in any event within 24 hours on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Agreement;
 - (g) at the written direction of the Council, delete or return Personal Data and copies thereof to the individual on termination or expiry of the Agreement unless required by the applicable Laws to store the Personal Data;
 - (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 10 and allow for audits by the Council or the Council's designated auditor.
- 10.5 The Consultant shall indemnify the Council against any losses, damages, cost or expenses incurred by the Council arising from, or in connection with, any breach of the Consultant's obligations under this clause 10.
- 10.6 Where the Consultant intends to engage a Sub-Contractor pursuant to clause 4.10 and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:
- (a) notify the Council in writing of the intended processing by the Sub-Contractor;
 - (b) obtain prior written consent to the processing;
 - (c) ensure that any Sub-Contract imposes obligations on the Sub-Contractor to give effect to the terms set out in this clause 10.
- 10.7 Either party may, at any time on not less than thirty (30) Working Days' written notice to the other party, revise this clause 10 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme.

- 10.8 If applicable, access to reports and data from recent consultancy work carried out will be provided to the Consultant but this will be anonymised or aggregated and will not include data relating to individual members of staff or other identifiable persons.
- 10.9 The provisions of this clause shall apply during the continuance of the Agreement and indefinitely after its expiry or termination.

11. FREEDOM OF INFORMATION

- 11.1 The Consultant recognises that the Council has information disclosure obligations under the Freedom of Information Act 2010 (“FOIA”) and the Environmental Information Regulations (“EIR”). The Consultant agrees to provide such assistance and support as may be requested from time to time by the Council for the purposes of enabling or assisting the Council to comply with these information disclosure obligations in respect of matters relating to or arising out of this Agreement.
- 11.2 In the event that a request made to the Council for access to information under the FOI or the EIR, or any notice, recommendation or complaint is made to or against the Council in relation to its obligations under the FOIA or EIR, the Consultant will within five (5) Working Days of the date of a request from the Council provide to the Council, any details in its possession relating to this Agreement or to the Consultant as the Council may require to deal with such access request or deal with such notice, recommendation or complaint.
- 11.3 The Consultant acknowledges the Council may be obliged under the FOIA or EIR to disclose information to third parties, including information relating to the appointment of the Consultant to provide the Services under this Agreement, and the terms of this Agreement, subject to certain exemptions. The Consultant further acknowledges and accepts that the decision to disclose information and the application of any such exemptions under the FOIA or EIR will be at the Council’s sole discretion PROVIDED THAT the Council shall act reasonably and proportionately in determining whether any exemptions under the FOIA or EIR may apply to protect the Consultant’s legitimate commercial interests trade secrets.

12. TRANSPARENCY

- 12.1 The Consultant acknowledges that the Council has information publication obligations the Local Government Transparency Code 2015, and agrees that this Agreement (including the Schedules), and any documentation including but not limited to requests for quotes, advertisement issued by the Council seeking expressions of interest, the pre-qualification questionnaire and the tender documents (the “Procurement Documents”) issued by the Council in relation to this Agreement are not Confidential Information, and may be published by the Council, save where in the reasonable opinion of the Council the contents of the Agreement or the Procurement Documents are exempt from disclosure under the FOIA or EIR in which case, the Consultant consents to the Agreement or Procurement Documents being redacted by the Council to the extent necessary to remove or obscure the exempt content, and to publication subject to those redactions.

13. CONFIDENTIALITY AND COUNCIL'S PROPERTY

- 13.1 Subject to Clause 10 (Data Protection), Clause 11 (Freedom of Information) and Clause 12 (Transparency), the Consultant shall not, without the prior written consent of the Council, publish or disclose to any person, or permit any such disclosure by any of its employees or representatives, any Confidential Information.
- 13.2 For the avoidance of doubt, all information and know-how developed during the course of this agreement is deemed confidential information and vests in the Council only. This, without limitation, includes:
- (i) the Council's financial and accounting information and processes – present and projected
 - (ii) the Council's internal operations
 - (iii) all information stipulated confidential within the tender documentation.
- 13.3 The restriction in clauses 13.1 and 13.2 does not apply to:
- (a) any information required to be disclosed by an order of court or other tribunal or required to be disclosed in accordance with any law, statute, proclamation, by-law, directive, decision, regulation, rule, order, notice, rule of court, delegated or subordinate legislation; or
 - (b) any information which is already in, or comes into, the public domain otherwise than through unauthorised disclosure by the Consultant; or
 - (c) any disclosure authorised by the Council.
- 13.4 All documents, manuals, hardware and software provided by the Council to the Consultant, and any data or documents (including copies) produced, maintained or stored on the Council's computer systems or other electronic equipment (including mobile phones, if provided by the Council) in relation to this Agreement, remain the property of the Council.
- 13.5 All intellectual property rights and proprietary rights including copyright and all other rights of a like nature conferred under the laws of the United Kingdom (and all other countries of the World) in any works conceived originated or made by the Consultant pursuant to the Services ("Intellectual Property") shall automatically vest in the Council and the Consultant hereby assigns to the Council by way of future assignment the copyright and all other intellectual property rights in the Intellectual Property for the full term during which the said rights and any renewals or extensions shall subsist.
- 13.6 The Consultant warrants and represents that the Intellectual Property will not infringe any intellectual property rights of which a third party is the proprietor. The Consultant agrees to indemnify the Council against any and all liability, loss, damages, costs and expenses which the Council or a third party may incur or suffer as a result of any dispute or contractual, tortious or other claims or proceedings brought against the Council by a third-party alleging infringement of its intellectual property rights by reason of the use or exploitation of the Intellectual Property.

- 13.7 Any Consultant equipment brought onto the Council's premises shall be at the Consultant's own risk and the Council shall have no liability for any loss of or damage to any equipment unless and to the extent that the Consultant is able to demonstrate that such loss or damage was caused by or contributed to by the Council's Default. The Consultant shall be wholly responsible for the haulage or carriage of the equipment to the Premises and the removal thereof when it is no longer required by the Council and in each case at the Consultant's sole cost. Unless otherwise stated in the Contract, Equipment brought onto the Premises will remain the property of the Consultant.

14. INDEMNITY

- 14.1 Without prejudice to any other provision of this Agreement, the Consultant will fully indemnify the Council against any claims made against it as a result of any failure by the Consultant to comply with any statutory provision to be observed or performed in connection with the provision of the Services.
- 14.2 The Consultant's liability to indemnify the Council arising under clause 14.1 will be without prejudice to any other right or remedy of the Council arising under this Agreement.

15. INSURANCE

- 15.1 Throughout the Term the Consultant shall at its own cost effect and maintain with a reputable insurance company within the UK such policies of insurance as are necessary to cover any liability of the Consultant in respect of loss of or damage to property and personal injury to, or death of, any person arising out of or in the course of or caused by the Consultant carrying out or failing to carry out its obligations under the Agreement or for which it may become liable to the Council under clause 14, including:
- (i) employer's liability insurance in the minimum sum of £10,000,000.00 in respect of one incident and the number of incidents covered shall be unlimited;
 - (ii) public liability insurance cover in the minimum sum of £10,000,000.00 in respect of any one incident and the number of incidents covered shall be unlimited and should be adequate to cover all risks in the performance of the Services;
 - (iii) professional indemnity insurance against the risk of professional negligence on the part of the Consultant or its Staff in the minimum sum of £2,000,000.00 in respect of each and every claim or series of claims arising from any one event.
 - (iv) cyber liability insurance to cover all risks in the performance of this Contract in the minimum sum of £2,000,000.00 in respect of any one claim and in the aggregate or such higher limit as required by law from time to time and shall ensure that all agents, professional consultants and Sub-Contractors involved in the supply of the Services effect and maintain appropriate cyber liability insurance during the Contract Period

- 15.2 The Consultant shall continue to maintain the above policies of insurance for a 6-year period following the termination of the Agreement.
- 15.3 Upon request, the Consultant will provide the Council with details of the policies of insurance (by way of insurer's certificate) effected in accordance with clause 15.1, so as to demonstrate that clause 15.1 is being complied with.
- 15.4 If the Consultant fails or is unable to maintain insurance in accordance with this Clause, or fails to provide evidence that it has paid the current year's premium's in accordance with Clause 15.3, the Council may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Consultant.
- 15.5 The terms of any insurance or the amount of cover shall not relieve the Consultant of any liabilities under this Agreement.
- 15.6 The Consultant shall:
- (a) do nothing to invalidate any insurance policy or to prejudice the Council's entitlement under it; and
 - (b) promptly notify the Council if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

16. TERMINATION OF AGREEMENT

- 16.1 In the event of:
- (a) the passing by the Consultant of a resolution for its winding-up or the making by a court of competent jurisdiction of an order for the winding-up of the Consultant or the dissolution of the Consultant; or
 - (b) the making of an administration order in relation to the Consultant or the appointment of a receiver over, or the taking possession or sale by an encumbrancer of, any of the Consultant's assets; or
 - (c) the Consultant making an arrangement or composition with its creditors generally or making an application to a court of competent jurisdiction for protection from its creditors generally,

the Council may, without prejudice to any other power of termination or to any rights or remedies it may have, terminate the Agreement forthwith by notice and the Consultant shall indemnify the Council against all costs, expenses and damages for which the Council becomes liable arising from such termination.

- 16.2 Without prejudice to the Parties other rights and remedies, either party may forthwith terminate the Agreement by notice if the other:
- (a) commits or attempts a Prohibited Act;

- (b) fails to comply with Good Industry Practice, UK Data Protection Legislation, Safety Legislation and or the Laws;
- (c) commits any material breach of the terms of this Agreement and fails to remedy such breach within seven (7) days of being given written notice to do so by the other;
or
- (d) fails to perform its obligations under the Agreement with due diligence,

the termination shall be at no loss or cost to the Council and the Consultant hereby indemnifies the Council against all costs, expenses and damages for which the Council may suffer as a result of any such termination.

- 16.3 Notwithstanding the generality of this clause 16 the Council shall have the right to terminate the Agreement, or to terminate the provision of any part of the Agreement at any time by giving one month's written notice to the Consultant.

17. ASSIGNMENT AND SUB-CONTRACTING

- 17.1 The Consultant shall not assign or sub-contract the Services under this Agreement, or any part thereof, without the permission of the Council in writing. Assignment or sub-contracting any part of the Services shall not relieve the Consultant of any obligation or duty attributable to the Consultant under this Agreement.
- 17.2 The Consultant shall be responsible for the acts and omissions of its assignees and sub-contractors as though they were its own. Where the Council has consented to the placing of an assignment or sub-contracts, written copies of each contract of assignment or sub-contract shall be provided by the Consultant to the Council within two (2) Working Days of issue.
- 17.3 The Council shall be freely entitled to assign, novate or otherwise transfer its rights and obligations under this Agreement to;
- (i) a government body; or
 - (ii) anybody (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Council,

where the Council is a public authority and any change in the legal status of the Council which means that it ceases to be a public authority; and/or in the event of the establishment of a unitary authority or another legal structure.

18. DISPUTES

- 18.1 If the Council believes that the Services are deficient, the Consultant shall be formally notified in writing by the Council, inviting the Consultant at the earliest possible opportunity

to discuss the matter and giving clear indications as to how the Services have not been satisfactory.

- 18.2 After such discussions, the Council shall formally notify the Consultant in writing of such faults or deficiencies as soon as possible. The Consultant shall remedy any such faults or deficiencies within the timescale set out by the Council. Once the Council has formally notified the Consultant of any such deficiencies, it shall be entitled to withhold payment of any invoices which the Consultant has submitted (or may submit) for the Services, or part pay any such invoices as it sees fit until such time as the agreed faults have been remedied.
- 18.3 If the Consultant is unable or unwilling to remedy the above faults within the specified timescale, the Council may terminate this Agreement in accordance with clause 16.2.C. If the Consultant feels that the Services are not deficient or that the Council has been unfair in its judgment of the quality of the Services, and the parties are unable to come to an agreement on the matter amicably between them, the matter will be resolved by reference to an independent mediator appointed by CEDR Solve. Both parties shall share the cost of mediation.
- 18.4 The commencement of mediation under Clause 18.3 above shall not prevent the parties from commencing or continuing Court or arbitration proceedings in relation to the dispute.

19. NOTICES

- 19.1 Any notice, request, demand, consent or approval given under or in connection with this Agreement must be given in writing. Any such notice, request, demand, consent or approval shall in the case of the Council be sent to the Administrator at the Council's address as set out at the beginning of this Agreement and in the case of the Consultant, to the Consultant's Representative at the Consultant's registered office address as set out at the beginning of this Agreement.
- 19.2 Notices may be delivered by hand, sent by post, or email. If sent by post, a notice shall be deemed to have been received on the second Working Day following the date of posting. If sent by registered post or recorded delivery, it shall be deemed to have been received on the date and time receipt was acknowledged. If sent by email, it shall be deemed to have been received at the time of transmission except that if this time is on a non-Working Day or after 5.00 pm on any Working Day it will be deemed received on the next Working Day.
- 19.3 Notices shall be sent to the parties Representatives set out in Schedule 1.
- 19.4 A party may change its details given in the table in **Error! Bookmark not defined.Error! Reference source not found.** by giving notice to the other party.

20. NO WAIVER

- 20.1 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the Agreement shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this Agreement.
- 20.2 A waiver of any right or remedy under this Agreement or by Law is only effective if it is given in writing and shall not be deemed a waiver of any subsequent right or remedy.

21. FORCE MAJEURE

- 21.1 Neither party shall be liable to the other party for any delay in or failure to perform its obligations under this Agreement (other than a payment of money) if such delay or failure results from a Force Majeure Event.
- 21.2 If the Force Majeure Event continues for a period of 90 days either party may terminate this Agreement by notice in writing to the other party. The party suffering the event of force majeure shall take all reasonable steps to mitigate such delay or failure.
- 21.3 The Consultant cannot claim relief if the event is one which, in accordance with best practice prevailing in the relevant industry, the Consultant should have foreseen and provided for the cause in question.

22. LIMITATION OF LIABILITY

- 22.1 Save that this clause 22.1 is not intended to exclude or limit liability for personal injury or death attributable to the Consultant's negligence, the Consultant's liability under this Agreement shall be limited to the levels of insurance set out in clause 15 of this Agreement.

23. ACCRUED RIGHTS AND REMEDIES

- 23.1 The termination of the Agreement will not prejudice or affect any claim, right, action or remedy that will have accrued or will thereafter accrue to either party.

24. RIGHTS AND DUTIES RESERVED

- 24.1 All rights, duties and powers which the Council has as a local authority or which the Council's officers have as local authority officers are expressly reserved.

25. SURVIVAL OF TERMS

- 25.1 The terms of the Agreement will (except in respect of any obligations fully performed prior to or at the completion of the Services) continue in force and effect after the completion of the Services by the Consultant.

26. PUBLICITY AND BRANDING

26.1 The Consultant shall not:

- (a) make any press announcements or publicise this Agreement or its contents in any way; or
- (b) use the Council's name or brand in any promotion or marketing or announcement of orders,

without the prior written consent of the Administrator.

27. AUTHORITY TO ENTER INTO THE AGREEMENT

27.1 Each of the parties warrants its power to enter into this Agreement and that it has obtained the necessary approvals to do so.

28. ENTIRE AGREEMENT

28.1 This Agreement contains the whole agreement between the parties and neither party has relied upon any oral or written representations made to it by the other or the other's employees, representatives or agents and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

28.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Agreement.

29. COUNTERPARTS

29.1 This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same Agreement.

30. NO PARTNERSHIP OR AGENCY

30.1 Nothing in this Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to bind or make or enter into any commitments for or on behalf of any other party.

30.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

31. VARIATION

31.1 No variation of this Agreement shall be effective unless it is in writing and signed by the parties.

31.2 The Consultant shall not be entitled to recover any additional costs from the Council.

32. GOVERNING LAW

32.1 This Agreement shall be governed by and construed in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England.

33. TUPE

33.1 The attention of the Consultant is drawn to the Transfer of Undertaking (Protection of Employment) Regulations 2006 ("TUPE"). In some cases where services awarded to a Consultant are subsequently awarded or assigned to a new contractor, such a transfer of work may constitute a 'service provision change' for the purposes of TUPE.

33.2 The parties do not envisage that TUPE will apply to the services/works delivered under this Agreement. If TUPE is deemed to apply, then the parties agree to comply with all relevant provisions of TUPE as they may apply and as if such provisions are incorporated into this Agreement.

34. COLLATERAL WARRANTY

34.1 The Consultant shall, whenever required by the Council during the term of this Agreement, promptly execute and deliver a deed of warranty in the form set out in form Schedule 4.

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

Signed for and on behalf of
**NORTH NORTHAMPTONSHIRE
COUNCIL:**

DocuSigned by:
Louise Delavaloire
.....FE2D995C89D744A.....
Authorised Officer

Name: Louise Delavaloire

Signed for and on behalf of

**SAFE KIDS WALKING LTD (T/A
BRIGHTWAYZ)**

DocuSigned by:
Alison Holland
.....2557459897B04F2.....

Name: Alison Holland

SCHEDULE 1
Project Brief (Specification) and Tender Response -



Specification.docx



NNC Brightwayz
School travel plan sup

Administrators:

	North Northamptonshire Council	Safe Kids Walking Ltd (T/A Brightwayz)
Name:	Nicky Hyde-Pulley	<i>Alison Holland</i>
Email:	Nicky.Hyde-Pulley@northnorthants.gov.uk	<i>alison@brightwayz.co.uk</i>

SCHEDULE 2

Fees



QUO-1011890.pdf

This payment schedule outlines the agreed fee structure for this Agreement valued at £45,000. An upfront mobilisation fee of £22,500.0 will be paid at the start of the project, followed by four quarterly payments of £5,625.0 each. Quarterly payments will be made in arrears following progress meetings and submission of invoices.

Payment Date	Amount	Description
05 December 2025	£22,500.00	Mobilisation fee upon project commencement
05 March 2026	£5,625.00	Quarter 1 payment in arrears following progress review
03 June 2026	£5,625.00	Quarter 2 payment in arrears following progress review
01 September 2026	£5,625.00	Quarter 3 payment in arrears following progress review
30 November 2026	£5,625.00	Quarter 4 payment in arrears following progress review

SCHEDULE 3
DATA PROCESSING

1. There is no requirement for the Consultant to provide personal data to the Council. If this changes during the contract term:
 - The Consultant shall comply with any further written instructions with respect of processing by the Council.
 - Any such further instructions shall be incorporated into this Schedule.

SCHEDULE 4
COLLATERAL WARRANTY



Collateral
Warranty.doc