



CONTRACT FOR SERVICES

Between Harrogate Town Council and Tomson Consulting Ltd

Dated: 8th January 2026

1. DEFINITIONS

In this Contract, unless the context otherwise requires:

- 1.1 "Council" means Harrogate Town Council of Community House, 46-50 East Parade, Harrogate, HG1 5RR.
- 1.2 "Contractor" means Tomson Consulting Ltd of 54 Smithy Moor Avenue, Stocksbridge, Sheffield, S36 1FN
- 1.3 "Assignment" refers to the comprehensive feasibility assessment compliant with the GB Energy Community Fund Stage 1 guidelines required as part of the Harrogate Town District Heating Project.

2. PURPOSE

The purpose of this Contract is to formalise the appointment of Tomson Consulting Ltd to deliver the feasibility assessment and associated services as outlined in the attached appendices.

This agreement does not create an employment relationship and the Contractor operates as an independent business.

3. DURATION AND TERMINATION

- 3.1 The Contract commences on the date signed and will continue until 31st December 2026 unless and until terminated by either party.
- 3.2 The Council may terminate this Contract in whole or in part at any time by giving the Contractor not less than 30 days' written notice.
- 3.3 Either party may terminate this agreement immediately in the event of material breach, insolvency or by mutual agreement.
- 3.4 The Council may terminate this Contract immediately where:
 - 3.4.1 Grant funding is withdrawn, reduced or materially varied;
 - 3.4.2 The funder requires or recommends termination; or
 - 3.4.3 Continuation of the Contract would place the Council in breach of funding conditions or statutory obligations.



- 3.5 Upon termination, the Contractor shall immediately cease the Services and provide to the Council all completed and partially completed work, documents and data.
- 3.6 The Council shall pay for Services properly performed up to the termination date, subject to the Council's rights to withhold payment under this Contract.
- 3.7 Clauses relating to confidentiality, data protection, intellectual property and liability shall survive termination.

4. SCOPE OF SERVICES

- 4.1 The Contractor shall undertake the services as defined in the following documents which shall form integral parts of this Contract:
 - 4.1.1 Appendix A: Data Protection Legislation Compliance
 - 4.1.2 Appendix B: Harrogate Town Council – Invitation to Tender Document
 - 4.1.3 Appendix C: Tomson Consulting Ltd, Tender Submission – September 2025
 - 4.1.4 Appendix D: Supplemental Information from Tomson Consulting Ltd received further to pre-appointment interview – 29/9/25.
 - 4.1.5 Appendix E: HTC NEY-GBE-Community-Fund-Stage-1-Application-Form Submission Version
 - 4.1.6 Appendix F: NEY-GBECF-21 Harrogate Town Council Funding Agreement 22.11.25
- 4.2 In the event of any inconsistency, the terms of this Contract shall take precedence, followed by then Appendix F, then Appendix A, then Appendices C and D, then Appendix B, then Appendix E.
- 4.3 The Contractor shall deliver the Services with reasonable skill and care, in accordance with best industry practice, and strictly in compliance with the requirements of the GB Energy Community Fund Stage 1 guidance and Funding Agreement.

5. SUB-CONTRACTING

- 5.1 The Contractor may subcontract those elements of the Services expressly identified in its tender submission (Appendix C) as being delivered by subcontractors, provided that:
 - 5.1.1 No additional or alternative subcontractors are appointed without the Council's prior written consent;
 - 5.1.2 The Contractor remains fully responsible for the acts, omissions and performance of any subcontractor as if they were its own;
 - 5.1.3 All subcontractors are bound by written terms equivalent to those set out in this Contract, including (without limitation) obligations



relating to confidentiality, data protection, intellectual property, equality and compliance with applicable law; and

5.1.4 Subcontracting does not result in any increase to the Contract sum or prejudice the Council's compliance with grant or funding conditions.

5.2 The Contractor shall not assign or novate this Contract.

6. DIRECTION AND CONTROL
The Contractor shall only take instruction from the Town Clerk or other authorised member of council staff.

7. FEES AND PAYMENT

7.1 The Contractor shall invoice the Council for services in accordance with the schedule shown in Table 4 of Appendix C.

7.2 Such invoice should bear the Contractor's name, VAT number and should state any VAT due on the invoice.

7.3 All payments shall be made within 30 days of receipt of a valid invoice, subject to acceptance of deliverables.

7.4 The total contract sum shall not exceed £34,943 exclusive of VAT.

8. WITHHOLDING AND DEFERRAL OF PAYMENT

8.1 Without prejudice to any other rights or remedies available to the Council, the Council may withhold or defer payment of any invoice, in whole or in part, where:

8.1.1 The Services or any deliverables have not been provided in accordance with the Contract;

8.1.2 The Services or any deliverables are incomplete, defective, or fail to meet the required standard;

8.1.3 The Contractor has failed to meet agreed timescales or milestones; or

8.1.4 The Contractor is otherwise in breach of the Contract.

8.2 The Council shall notify the Contractor in writing of the reasons for withholding or deferring payment and, where appropriate, shall give the Contractor a reasonable opportunity to remedy the issue.

8.3 Once the Council is satisfied that the relevant Services or deliverables have been properly completed in accordance with the Contract, payment of the withheld amount shall be made in accordance with the payment terms set out in this Contract.



8.4 The Council may also withhold or defer payment where payment would place the Council in breach of any applicable grant or funding conditions.

9. INTELLECTUAL PROPERTY

9.1 All intellectual property rights in any materials, designs, content or code created specifically for the Council shall vest in Harrogate Town Council upon full payment.

9.2 The Contractor grants the Council a perpetual, irrevocable, royalty-free licence to use any pre-existing materials incorporated into the deliverables for the Council's purposes.

10. DATA PROTECTION AND PRIVACY

10.1 The Contractor shall act as a Data Processor on behalf of the Council and shall comply with all UK data protection legislation, including the UK GDPR and Data Protection Act 2018.

10.2 Appendix A to this Contract sets out detailed data processing obligations.

11. CONFIDENTIALITY

The Contractor shall keep all confidential information obtained during the course of this contract secure and shall not disclose it to any third party without the Council's prior written consent, except as required by law.

12. LIABILITY AND INSURANCE

12.1 The Contractor shall be liable for all losses, damages, costs and expenses arising from any breach of this Contract, negligence, breach of statutory duty or wilful misconduct by the Contractor or its personnel.

12.2 Nothing in this Contract shall limit or exclude liability for fraud, dishonesty or data protection breaches.

12.3 The Contractor shall maintain for the duration of the Contract:

- 12.3.1 Professional Indemnity Insurance of not less than £2 million;
- 12.3.2 Public Liability Insurance of not less than £10 million; and
- 12.3.3 Employer's Liability Insurance as required by law.

12.4 Evidence of insurance shall be provided on request.

13. EQUALITY AND NON-DISCRIMINATION

13.1 The Contractor recognises that discrimination is unacceptable and equality of opportunity is a feature of the Council's practices and procedures.



13.2 The Contractor shall comply with all applicable equalities legislation, including the Equality Act 2010, and shall ensure that no person is treated less favourably on the grounds of protected characteristics.

14. ANTI-BRIBERY AND CORRUPTION

The Contractor shall comply with the Bribery Act 2010 and shall not engage in any activity that would constitute an offence under that Act.

15. FREEDOM OF INFORMATION

The Contractor acknowledges that the Council is subject to the Freedom of Information Act 2000 and shall provide such information as reasonably requested to enable compliance.

16. MODERN SLAVERY

The Contractor warrants that it complies with the Modern Slavery Act 2015 and has taken reasonable steps to ensure that slavery and human trafficking do not occur in its business or supply chains.

17. FORCE MAJEURE

17.1 Neither party shall be liable for failure to perform its obligations where such failure is due to events beyond its reasonable control, provided that the affected party notifies the other promptly.

17.2 The party affected by a Force Majeure event shall:

- 17.2.1 Notify the other party as soon as reasonably practicable of the nature and anticipated duration of the Force Majeure event;
- 17.2.2 Use all reasonable endeavours to mitigate the effects of the Force Majeure event on the performance of its obligations; and
- 17.2.3 Resume performance of its obligations as soon as reasonably practicable once the Force Majeure event has ceased.

17.3 Where a Force Majeure event continues for a period of more than sixty (60) consecutive days and materially affects the performance of the Services, either party may terminate this Contract by giving written notice to the other, without liability, save for payment for Services properly performed up to the date of termination.

18. GOVERNING LAW AND JURISDICTION

This Contract shall be governed by the law of England and Wales and subject to the exclusive jurisdiction of its courts.

19. NOTICES

19.1 Any notice given under or in connection with this Contract shall be in writing and shall be deemed properly served if:

- 19.1.1 Delivered by hand;



**HARROGATE
TOWN COUNCIL**

- 19.1.2 Sent by pre-paid first-class post or recorded delivery; or
- 19.1.3 Sent by email to the addresses notified by each party for that purpose.

19.2 Notices shall be deemed to have been received:

- 19.2.1 If delivered by hand, at the time of delivery;
- 19.2.2 If sent by post, at 9.00 am on the second Business Day after posting; and
- 19.2.3 If sent by email, at the time of transmission, provided that no error message indicating failure to deliver has been received.

19.3 For the purposes of this clause, “Business Day” means any day other than a Saturday, Sunday or public holiday in England.

20. VARIATION AND ENTIRE AGREEMENT

- 20.1 No variation to this Contract shall be effective unless agreed in writing and signed by both parties.
- 20.2 This Contract constitutes the entire agreement between the parties and supersedes all prior agreements, representations or understandings.

21. SIGNATURES

Signed for and on behalf of:

21.1 Harrogate Town Council

Signature: **Signature Redacted for Data Protection Purposes**

Name: Iona Taylor

Position: Town Clerk

Date: 8th January 2026

21.2 Tomson Consulting Ltd

Signature: **Signature Redacted for Data Protection Purposes**

Name (Print): Faye Tomoson

Position: Director

Date: 8/1/25

APPENDIX A

DATA PROTECTION

DATA PROTECTION LEGISLATION COMPLIANCE

To ensure compliance under the Act, and in recognition of the relationship of the parties of Data Controller and Data Processor, the Contractor will comply with the provisions set out in this Annex.

In this Schedule the following expressions will have the following meaning unless inconsistent with the context:

“the legislation”	The General Data Protection Regulation and the Data Protection Act 2018
“the Council”	Harrogate Town Council.
“the Contract”	The Contract for Services of which this Annex forms a part.
“the Services”	The services to be provided by the Contractor to the Council under the Contract for Services
“Personal Data”	As defined in the legislation
“Special Categories of Personal Data”	Personal Data which relates to an individual’s race, ethnic origin, political or religious beliefs or opinions, physical or medical health or condition, membership of a trade union and sexual life. It also includes any offences or alleged offences committed or legal proceedings.
“Data”	Personal Data and Special Categories of Personal Data.

CONTRACTOR’S OBLIGATIONS

The Contractor will process the Data for the purpose of providing the Services or on any other instructions from the Council and not further or otherwise. The Contractor will at all times process Data in accordance with the legislation and will not contravene any statute, regulation or generally accepted code of good practice in providing the Services to the Council.

The Contractor will keep the Data confidential, and ensure that appropriate technical or organisational measures are in place to protect against the 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.

The Contractor will maintain complete and accurate records to enable the Council to satisfy itself of the Contractor's compliance with paragraph 2.2 above.

The Contractor will not allow any third party access to, or use of, the Data without prior written consent of the Council. However, if the Contractor appoints any third party, or any other agent, contractor, to which Data will be disclosed to enable the third party to perform its appointment in relation to the relevant Data Subject(s), the third party shall be bound (in advance) by equivalent written terms (also directly enforceable by the Council) to the terms set out in this Schedule, and/or terms as advised by the Council from time to time. The Contractor shall not appoint any sub-processor of data otherwise.

The Contractor will not and shall procure that all relevant third parties will not, process Data outside of the European Economic Area without the prior written consent of the Council.

The Contractor will co-operate as far as is reasonable with the Council in complying with any subject access request and/or responding to any enquiry made, or investigation or assessment of processing initiated by the Information Commissioner in respect of Data. The Contractor will immediately notify the Council if any individual asks for access to Data, or if contacted by the Information Commissioners Office in relation to the Data.

The Contractor will comply with the Council's Data Protection policies in all respects, including provisions relating to data retention.

The Contractor will at all times comply with any instruction given by the Council regarding Data, including in relation to Data Subject rights on erasure, restriction etc.

The Contractor will notify the Council without delay upon discovery of a Data breach and will comply with all reasonable requests from the Council with regard to investigation and other actions to be taken as a result of the discovery.

The Contractor will only keep Data at the Council premises or as otherwise agreed in writing with the Council from time to time.

The Contractor will not use for his own advantage of any third party, or disclose to any third party, any Data which comes into his possession as Contractor unless this is necessary for the purpose for which the Contractor has been provided the Data in their capacity as Contractor. The Contractor is not restricted from disclosing to a Court or other body having similar authority or pursuant to Government or other regulations (if any) any Data which the Contractor is compelled to disclose to such a body.

GENERAL PROVISIONS

The Contractor understands that the obligations set out in this Schedule will remain binding on the Contractor notwithstanding termination of the Contract.

Except as required for performance of the Contract and consideration of the particular matter in question, the Contractor will not retain any copy, abstract, précis or summary of any of the Data.

SECURITY GUIDELINES

Information must only be processed by computer in accordance with the Council's IT policies notified by the Council to the Contractor, from time to time.

Paper documents containing Data including printouts must be locked away in secure filing systems when not in use.

Paper documents that are no longer required for the genuine needs of the Contractor should be destroyed securely (especially paper documents with special categories of Personal Data), preferably by way of shredding before disposal.

Discretion must be exercised where Data is processed. Access to any area holding Data or where it is being processed or in view must be restricted. Equipment used such as computers shall be located so screens and/or other means of viewing Data are kept away from areas of public view, such as windows.

Reasonable measures must be taken to ensure that no unauthorised person is able to read processed data.

Data must not be sent by electronic mail without first obtaining prior written approval from the Council.

On termination of the Contract, all Data must be returned to the Council (whether in whole or part) unless instructed otherwise by the Council and documents or other media (including external memory devices) containing Data returned to the Town Clerk.

The Contractor agrees to indemnify the Council in respect of all and any loss, damage, liability, costs and/or expenses suffered by the Council from any direct or indirect breach or negligent performance or failure in performance by the Contractor of the terms of this Annex.

DATA TO BE PROCESSED

Information submitted through the Town Council's website contact forms.

TYPES OF PERSONAL DATA

Names, addresses, email addresses, phone numbers.

CATEGORIES OF DATA SUBJECT

Members of the public, parishioners, allotment plot holders.



**HARROGATE
TOWN COUNCIL**