

**DATED**

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**SERVICE AGREEMENT**

**PENRITH TOWN COUNCIL (1)**

and

[ (2)

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**THIS AGREEMENT** is dated [DATE]

## **PARTIES**

- (1) PENRITH TOWN COUNCIL of Unit 1, Church House, 19-24 Friargate, Penrith, Cumbria CA11 7XR (**Council**); and
- (2) [ ], a company incorporated and registered in [ ] with company number [ ], whose registered office is at [ ] (**Contractor**).

## **BACKGROUND**

- (A) On 20 October 2025, the Council advertised on the UK digital platform (reference [ ]), inviting prospective Contractors to submit proposals for the replacement and maintenance of existing interpretation panels and wayfinding signage in Penrith Town Centre, including but not limited to:
  - (a) Finalising a design for the signage
  - (b) Formatting the layout of the content on the interpretation panels
  - (c) Panel and signage fabrication and manufacture
  - (d) Removal and disposal of existing signage
  - (e) Installation of the approved design
  - (f) Reinstatement of the highway to the required standards
  - (g) Maintenance to cover the life span of the signage for a period of 10 years from project completion.
- (B) On the basis of the Contractor's response to the advertisement and subsequent tender process, the Council selected the Contractor to provide the services and the Contractor is willing and able to provide such services in accordance with the terms of this agreement.
- (C) Accordingly, the parties have agreed to enter into a contract for the provision of the Services (as defined below) on the terms and conditions of this agreement.

## **AGREED TERMS**

### **1. DEFINITIONS AND INTERPRETATION**

#### **1.1 Definitions**

##### **Authorised Representatives:**

- (a) For the Council, such officers of the Council as shall be appointed from time to time by the Council and notified in writing to the Contractor;
- (b) For the Contractor, [ ] or such other appropriate person as shall be appointed from time to time by the Contractor and notified in writing to the Council.

**Best Industry Practice:** the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the Term, the pricing structure and any other relevant factors.

**Catastrophic Failure:** any action by the Contractor, whether in relation to the Services and this agreement or otherwise, which in the reasonable opinion of the Council's Authorised Representative has or may cause significant harm to the reputation of the Council.

**CDM Regulations:** the Construction (Design and Management) Regulations 2015 (*SI 2015/51*).

**Change:** any change to this agreement including to any of the Services.

**Change Control Note:** the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.

**Change Control Procedure:** the procedure for changing this agreement, as set out in Schedule 5.

**Change in Law:** any change in any Law which impacts on the performance of the Services and which comes into force after the Commencement Date.

**Charges:** the Charges for Maintenance and the Charges for Installation Works.

**Charges for Maintenance:** the charges which shall become due and payable by the Council to the Contractor in respect of the Maintenance Works in accordance with the provisions of this agreement, as such charges are set out in Schedule 4.

**Charges for Installation Works:** the charges which shall become due and payable by the Council to the Contractor in respect of the Installation Works in accordance with the provisions of this agreement, as such charges are set out in Schedule 4.

**Commencement Date:** the date of this agreement.

**Completion Date:** the date of completion of the Installation Works.

**Compound Area:** the area of land shown coloured red on the plan annexed at Schedule 6 and numbered Plan 1

**Confidential Information:** means 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:

- (a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, Contractors 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.

**Consistent Failure:**

- (a) the Council serving 2 Remediation Notices in a rolling 12 month period; and/or
- (b) the Contractor repeatedly breaching any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement.

**Consumer Prices Index:** the Consumer Prices Index as published by the Office for National Statistics from time to time, or failing such publication, such other index as the parties may agree most closely resembles such index.

**Contract Timeline:** the timeline for the delivery of the Services set out in Schedule 2 [to include dates for key stage client meetings].

**Contract Year:** a 12-month period starting on the Completion Date and on each anniversary of the Completion Date.

**Controller:** as defined in the Data Protection Legislation.

**Council Consents:** the following approvals, certificates, authorisations, permissions, licences, permits, regulations and consents (whether statutory, regulatory, contractual or otherwise) so far as they are required from time to time for the provision of the Services:

- (a) advertisement consent as required under Schedule 3 of the Town and Country Planning (Control of Advertisements) (England) Regulations 2007;
- (b) planning consent;
- (c) third party land consents, where works forming part of the delivery of the Services will be carried out on land outside the ownership of the Council;
- (d) highway consents, including New Roads and Street Works Act 1991 Section 50 Street Works Licence(s);
- (e) memorandum of agreement with Westmorland and Furness Council.

**Council Premises:** the Compound Area and the Signage Locations, or as otherwise agreed between the parties in accordance with the Change Control Procedure.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended.

**Data Subject:** as defined in the Data Protection Legislation.

**Dispute Resolution Procedure:** the procedure set out in clause 13.

**Domestic law:** the law of the United Kingdom or a part of the United Kingdom.

**EIRs:** the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**FOIA:** the Freedom of Information Act 2000 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Force Majeure:** any circumstance not within a party's reasonable control including:

- (c) acts of God, flood, drought, earthquake or other natural disaster;
- (d) epidemic or pandemic;
- (e) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- (f) nuclear, chemical or biological contamination or sonic boom;

- (g) any law or action taken by a government or public Council, including imposing an export or import restriction, quota or prohibition;
- (h) collapse of buildings, fire, explosion or accident; and
- (i) any labour or trade disputes, strikes, industrial action or lockouts (other than by the staff of the party seeking to rely on the Force Majeure).

**General Change in Law:** a Change in Law where the change is of a general legislative nature, or which generally affects or relates to the supply of services which are the same as, or similar to, the Services.

**Information:** has, for the purposes of clause 17, the meaning given under section 84 of FOIA.

**Insolvency Event:** where:

- (j) the Contractor suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- (k) the Contractor commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Contractor with one or more other companies or the solvent reconstruction of that other party;
- (l) the Contractor applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (m) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Contractor (being a company, limited liability partnership or partnership) other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (n) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Contractor (being a company, partnership or limited liability partnership);
- (o) the holder of a qualifying floating charge over the assets of the Contractor (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver; (i) a person becomes entitled to appoint a receiver over the assets of the Contractor or a receiver is appointed over the assets of the Contractor;
- (p) a person becomes entitled to appoint a receiver over the assets of the Contractor or a receiver is appointed over the assets of the Contractor;
- (q) a creditor or encumbrancer of the Contractor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;

- (r) any event occurs, or proceeding is taken, with respect to the Contractor in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in 1.1(j) to 1.1(q) (inclusive); or
- (s) the Contractor suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

**Installation Works:** all those works forming part of the Services but excluding the Maintenance Works as are more particularly described in Schedule 1.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Law:** the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Contractor is bound to comply.

**Maintenance Works:** the works relating to the ongoing maintenance of the signage and forming part of the Services as more particularly described in Schedule 1.

**Necessary Consents:** all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents (whether statutory, regulatory, contractual or otherwise) necessary from time to time for the provision of the Services, but not including the Council Consents.

**Personal Data:** as defined in the Data Protection Legislation.

**Processor:** as defined in the Data Protection Legislation.

**Prohibited Act:** the following constitute Prohibited Acts:

- (t) to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity;
- (u) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;
- (v) committing any offence:
  - (i) under the Bribery Act 2010;
  - (ii) under legislation or common law concerning fraudulent acts; or
  - (iii) of defrauding, attempting to defraud or conspiring to defraud the Council.
- (w) any activity, practice or conduct which would constitute one of the offences listed under 1.1(v) above, if such activity, practice or conduct had been carried out in the UK.



**Relevant Requirements:** all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

**Remediation Notice:** a written notice given by the Council to the Contractor pursuant to clause 20 to initiate the Remediation Plan Process.

**Remediation Plan:** the plan agreed in accordance with clause 20 for the resolution of a Contractor's default in complying with its obligations under this agreement.

**Remediation Plan Process:** the process for resolving certain of the Contractor's defaults as set out in clause 20.

**Representatives:** means, in relation to party, its employees, officers, contractors, Sub-Contractors, representatives and advisors.

**Request for Information:** a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

**Services:** the services to be delivered by or on behalf of the Contractor under this agreement, comprising the Installation Works and the Maintenance Works together, as more particularly described in Schedule 1.

**Signage Locations:** the locations of the signage and information boards as specified in Schedule 6.

**Contractor Personnel:** all employees, staff, other workers, agents and consultants of the Contractor who are engaged in the provision of the Services from time to time.

**Contractor's Tender:** the tender submitted by the Contractor and other associated documentation set out in Schedule 3.

**Sub-Contract:** any contract or agreement, or proposed contract or agreement, between the Contractor and a third party pursuant to which that third party agrees to provide to the Contractor the Services or any part of the Services.

**Sub-Contractor:** a person with whom the Contractor enters into a Sub-Contract.

**Term:** the duration of the agreement starting on the Commencement Date and ending at 23.59 on the day before the 10th anniversary of the Completion Date, as may be varied by the earlier termination of this agreement in accordance with its terms.

**Termination Date:** the date of expiry or termination of this agreement.

**Termination Notice:** any notice to terminate this agreement which is given by either party in accordance with clause 21 (excluding clause **Error! Reference source not found.**) or clause REF\_Ref\_a69444 \h \w \\* MERGEFORMAT 22.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**Working Day:** Monday to Friday, excluding any public holidays in England and Wales.

**Working Hours:** the period from 8.00am to 6.30pm on any Working Day or such other days and/or times as are prior approved by the Council in writing at its absolute discretion.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.5 A reference to a **company** includes any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender includes a reference to the other genders.
- 1.8 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes all subordinate legislation made under it, in each case from time to time.
- 1.9 A reference to **writing** or **written** excludes fax and email.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to this agreement or to any other agreement or document is a reference to this agreement or such other agreement or document as varied from time to time.
- 1.12 References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.13 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.
- 1.14 If there is any conflict or ambiguity between any of the provisions in the main body of this agreement and the schedules, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of the agreement;
  - (b) Schedule 1 to this agreement;
  - (c) the remaining schedules to this agreement other than Schedule 3;
  - (d) Schedule 3 to this agreement.

Where there is any conflict or inconsistency between the provisions of this agreement and the requirements of an Council Consent and/or a Necessary Consent, then the latter shall prevail,

provided that the Council or Contractor (as appropriate) has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services and that party has notified the other contracting party in writing.

## **2. COMMENCEMENT AND DURATION**

2.1 This agreement commences on the Commencement Date and continues for the Term.

## **3. DUE DILIGENCE AND CONTRACTOR'S WARRANTY**

3.1 The Contractor acknowledges and confirms that:

- (a) the Council has delivered or made available to the Contractor all of the information and documents that the Contractor 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 (including without limitation the suitability of Council Premises); and
- (d) it has entered into this agreement in reliance on its own due diligence.

3.2 No representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Contractor 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 Contractor:

- (a) warrants and represents that all information and statements made by the Contractor as a part of the procurement process, including without limitation the Contractor's Tender or response to any request to participate (if applicable), are 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.

3.4 The Contractor shall not be entitled to recover any additional costs or charges from the Council arising as a result of, nor be relieved from any of its obligations under this agreement on the ground of, any matters or inaccuracies notified to the Council by the Contractor in accordance with clause 3.3(b) save where such additional costs or adverse effect on performance have been caused by the Contractor having been provided with fundamentally misleading information by

or on behalf of the Council and the Contractor could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Contractor may to recover such reasonable additional costs from the Council or shall be relieved from performance of certain obligations as shall be determined by the Change Control Procedure.

## **THE SERVICES**

### **4. SUPPLY OF SERVICES**

- 4.1 The Contractor shall provide the Services to the Council with effect from the Commencement Date for the duration of the Term in accordance with the provisions of this agreement, including without limitation Schedule 1 and Schedule 2.
- 4.2 In providing the Services, the Contractor shall at all times:
- (a) comply with the Contract Timeline;
  - (b) without prejudice to clause 4.3, provide the Services with reasonable care and skill and in accordance with Best Industry Practice;
  - (c) ensure that all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
  - (d) comply with all Necessary Consents at its own cost (unless otherwise agreed in writing with the Council);
  - (e) provide such reasonable co-operation and information in relation to the Services to such other parties as the Council may reasonably require for the purposes of assisting the Council in obtaining and/or maintaining all Council Consents;
  - (f) allocate sufficient resources to provide the Services in accordance with the terms of this agreement and provide all labour, materials, fuel, water, carriage, plant, tools, vehicles, machinery and equipment required for the provision of the Services;
  - (g) ensure that any of the Contractor's Personnel who are engaged in the provision of any of the Services shall, if required by the Council, attend such meetings at the premises of the Council or elsewhere as may be reasonably required by the Council; and
  - (h) provide such reasonable co-operation and information in relation to the Services to such of the Council's other Contractors as the Council may reasonably require for the purposes of enabling any such person to create and maintain any interfaces reasonably required by the Council.
- 4.3 The Contractor shall, in performing its obligations under this agreement:
- (a) ensure that all works forming part of the delivery of the Services are carried out in Working Hours and at no other time;

- (b) ensure that all waste materials and litter arising from the delivery of the Services and are transported from the Council's Premises using waste carriers holding a current waste carrier's licence;
- (c) erect such signage as is reasonably necessary and appropriate to inform the public of works being carried out and any associated hazards;
- (d) ensure that none of the works carried out cause any damage to or interference with any existing utilities services in the works area or the public highway and, in the event that any damage or interference arises as a result of the delivery of the Services, the Contractor will be liable for any costs or damages arising and, where reasonable to do so, will carry out reinstatement works as a matter of urgency.

4.4 Prior to the commencement of any works forming part of the Services, or prior to the commencement of individual aspects of such works where appropriate, the Contractor shall:

- (a) provide a document setting out the training competencies of the Contractor's Personnel and ensure that all such works are undertaken by suitably qualified and competent personnel;
- (b) submit to the Council for approval copies of relevant risk assessments and method statements for the works to be carried out;
- (c) provide confirmation and evidence that its site supervisor and all site operative personnel hold the necessary, current qualification certificates as required under the New Roads and Street Works Act 1991, the Street Works (Qualifications of Operatives and Supervisors) (England) Regulations 2016 and any and all other relevant Law including, but not limited to, Certificate S1 for monitoring signing, lighting and guarding for the supervisors and Certificate O1 for signing, lighting and guarding for supervisors and site operative personnel;
- (d) make all relevant enquiries with utility companies to establish the location of utilities in, on or under the Council's Premises and the surrounding area and obtain a full plan of any utilities in the working area;
- (e) complete, or procure the completion of, a full utilities survey of such areas using a Cable Avoidance Tool (CAT) by an individual who is trained and competent in the use of site surveys for underground utilities apparatus, and further to provide a copy of the survey to the Council on request.

4.5 For the purposes of the CDM Regulations, the Contractor shall assume and perform all duties and responsibilities of the Client as defined under the CDM Regulations in relation to the Services. The Contractor shall ensure compliance with all applicable obligations, including but not limited to the appointment of duty holders, preparation of pre-construction information, and maintenance of the health and safety file. The Council shall not be deemed the Client under the CDM Regulations and shall have no responsibility for any duties assigned to the Client therein.

**5. COUNCIL CONSENTS**

- 5.1 The Council will obtain and maintain all Council Consents at its own cost unless otherwise agreed in writing with the Contractor.

**6. COMPLIANCE AND CHANGE IN LAWS**

- 6.1 In performing its obligations under this agreement, the Contractor shall at all times:
- (a) comply with all applicable Law;
  - (b) maintain such records as are necessary pursuant to the Laws and shall promptly on request make them available for inspection by any relevant Council that is entitled to inspect them and by the Council (or its authorised representative).
- 6.2 Without limiting the generality of the obligation under clause 6.1, the Contractor shall (and shall procure that the Contractor Personnel shall) perform its obligations under this agreement (including those in relation to the Services) in accordance with all applicable Law regarding health and safety.
- 6.3 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Council Premises of which it becomes aware and which relate to or arise in connection with the performance of this agreement. The Contractor shall instruct the Contractor Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
- 6.4 The Contractor shall monitor and shall keep the Council informed in writing of any changes in the Law which may impact the Services and shall provide the Council with timely details of measures it proposes to take and changes it proposes to make to comply with any such changes. The Contractor shall only implement such changes in accordance with the Change Control Procedure.
- 6.5 The Contractor shall neither be relieved of its obligations to supply the Services in accordance with the terms of this agreement nor be entitled to an increase in the Charges as the result of a General Change in Law.

**7. USE OF COUNCIL PREMISES AND ASSETS**

- 7.1 With effect from the Commencement Date, the Council shall grant the Contractor a non-exclusive and revocable licence to:
- (a) enter the Council Premises; and
  - (b) install a temporary contractor's compound on the Compound Area which may include such skips for the disposal of waste, welfare facilities and such other facilities as are reasonably necessary and which area must be securely fenced using appropriate fencing and appropriately signed

for the sole purpose of providing the Services to the Council.

- 7.2 The licence granted pursuant to clause 7.1 shall be subject to the conditions of this agreement, is personal to the Contractor and is not deemed to create a relationship of landlord and tenant between the parties, and shall terminate immediately on the Termination Date.
- 7.3 The Contractor shall ensure that visiting or using the Council Premises, the Contractor Personnel shall:
- (a) keep the Council Premises clean, tidy and properly secure;
  - (b) co-operate as far as may be reasonably necessary with the Council's employees;
  - (c) act in such a way as to avoid causing unreasonable or unnecessary disruption to the routine and procedures of the Council; and
  - (d) comply with all the rules and regulations that the Council notifies to the Contractor from time to time relating to the use and security of the Council Premises.
- 7.4 The Contractor shall ensure that the Contractor Personnel shall not:
- (a) obstruct access to the Council Premises, or any part of them; or
  - (b) do or permit to be done on the Council's Premises anything which is illegal or which may be or become a nuisance, damage, inconvenience or disturbance to the Council or the occupiers of or visitors to the Council Premises.
- 7.5 Subject to the requirements of clause 25, in the event of the expiry or termination of the agreement, the Council shall on reasonable notice provide the Contractor with such access as the Contractor reasonably requires to the Council Premises to remove any of the Contractor's equipment. All such equipment shall be promptly removed by the Contractor.

## **8. CHARGES, INVOICING AND PAYMENT**

- 8.1 The Council shall pay the Charges to the Contractor in accordance with Schedule 4.
- 8.2 Subject to clause 8.3, the Charges:
- (a) shall remain fixed during the Term; and
  - (b) are the entire price payable by the Council to the Contractor in respect of the Services and include, without limitation, any royalties, consents, licence fees, supplies and all consumables used by the Contractor, travel costs, accommodation expenses and the cost of Contractor Personnel.
- 8.3 The Contractor may increase the Charges for Maintenance on an annual basis with effect from each anniversary of the Completion Date in line with the percentage increase in the Consumer Prices Index. The first such increase shall take effect at the beginning of the second Contract Year and shall be based on the latest available figure for the percentage increase in the Consumer Prices Index at the beginning of the last month of the previous Contract Year.

- 8.4 Except as otherwise provided in this agreement, the parties shall each bear their own costs and expenses incurred in respect of compliance with their obligations under this agreement.
- 8.5 The Contractor shall invoice the Council for payment of the Charges at the time the Charges are expressed to be payable in accordance with Schedule 4. All invoices shall:
- (a) be directed to the Council's Authorised Representative;
  - (b) contain such information as the Council may inform the Contractor from time to time.
- 8.6 Where the Contractor submits an invoice to the Council in accordance with clause 8.5, the Council shall:
- (a) consider and verify the invoice without undue delay;
  - (b) notify the Contractor promptly if it disputes the invoice or does not consider it to be valid within the meaning of clause 8.6;
  - (c) where the invoice is valid and to the extent that it is not disputed, pay the Contractor any Charges due under the invoice within 30 days of the due date as stated on the invoice.
- 8.7 For the purposes of clause 8.6, an invoice is valid if it contains the information required under clause 8.5(b), which includes the name of the invoicing party, a description of the services supplied, the Charges requested and a unique identification number.
- 8.8 Where the Contractor enters into a Sub-Contract, the Contractor shall include in that Sub-Contract:
- (a) provisions having the same effect as clause 8.6 and clause 8.7 of this agreement; and
  - (b) a provision requiring the counterparty to that Sub-Contract to include in any subcontract which it awards provisions having the same effect as clause 8.6, clause 8.7 and clause 8.8 of this agreement.
- 8.9 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 13. Provided that the sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until seven days after resolution of the dispute between the parties.
- 8.10 Subject to clause 8.9, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this agreement in accordance with clause 9. The Contractor shall not suspend the supply of the Services if any payment is overdue.
- 8.11 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Council following delivery of a valid VAT invoice. The Contractor shall indemnify the Council against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Council at any time in respect of the Contractor's failure to account for, or to pay, any VAT relating to payments made to the Contractor under this agreement.



- 8.12 A retention fee of 5% of the Cost of Works will be withheld by the Council for a period of 12 weeks from the Completion Date in respect of any snagging and defects.
- 8.13 Within 4 weeks of the Completion Date, the Council will issue a notice of defects to the Contractor setting out any snagging issues which require remediation. The Contractor will respond within 2 weeks of receipt of such notice with its proposals for remediation.
- 8.14 The Council will respond with 2 weeks of receipt of the proposals to confirm whether they are accepted. If the Contractor's proposals for remediation are accepted by the Council then the Contractor will carry out such remediation works immediately following the Council confirming its acceptance.
- 8.15 On completion of the remediation works to the reasonable satisfaction of the Council, the Council shall release the retention fee to the Contractor.
- 8.16 If the parties are unable to reach agreement on the notice of defects and remedial works then either party may refer the matter for resolution under the Dispute Resolution Procedure.
- 8.17 The Contractor shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Council pursuant to this agreement. Such records shall be retained for inspection by the Council for eight years from the end of the Contract Year to which the records relate.
- 8.18 The Council may at any time, set off any liability of the Contractor to the Council against any liability of the Council to the Contractor, 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.

## **9. INTEREST**

- 9.1 Each party shall pay interest on any sum due under this agreement, calculated as follows:
- (a) Rate. The Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
  - (b) Period. From when the overdue sum became due, until it is paid.

## **STAFF**

### **10. CONTRACTOR PERSONNEL**

- 10.1 At all times, the Contractor shall ensure that:
- (a) each of the Contractor Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged; and
  - (b) there is an adequate number of Contractors Personnel to provide the Services properly.

- 10.2 The Contractor shall replace any of the Contractor Personnel whom the Council reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Contractor Personnel for any reason, the Contractor shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- 10.3 The Contractor shall maintain up-to-date personnel records on the Contractor Personnel engaged in the provision of the Services and shall provide information to the Council as the Council reasonably requests on the Contractor Personnel. The Contractor shall ensure that the Contractor Personnel cannot be individually identified from the information so provided.

## **CONTRACT MANAGEMENT**

### **11. REVIEW AND MONITORING**

- 11.1 Each party shall nominate an Authorised Representative(s) who will have Council to act on its behalf and contractually bind it in respect of all matters relating to the performance of this agreement. The first Authorised Representatives are [ ] for the Council and [ ] for the Contractor. The Authorised Representatives will co-ordinate and manage the provision of the Services and work with each other to address any problems that arise in connection with the Services (including by signing Change Control Notes).
- 11.2 Each party shall use all reasonable endeavours to ensure that the same person acts as its Authorised Representative throughout the Term, but may, following reasonable notice to the other party, replace that person from time to time where reasonably necessary in the interests of its business.
- 11.3 The Authorised Representatives shall meet at not less than monthly intervals to monitor and review the performance of this agreement. Such meetings shall be minuted by the Council's Authorised Representative and copies of those minutes shall be circulated to and approved by both parties. Meetings may take place in person, by telephone or online.
- 11.4 Without prejudice to any other reports required under this agreement, in advance of each meeting to be held in accordance with clause 11.3:
- (a) the Contractor shall provide the Council with a monthly written report detailing its delivery of the services to date and identifying any issues regarding the performance of the agreement for discussion at the meeting; and
  - (b) the Council shall notify the Contractor of any concerns it has regarding the performance of the agreement for discussion at the meeting.
- 11.5 At the meeting, the parties shall agree a plan to address any problems identified in the performance of the agreement. In the event of any problem being unresolved, or a failure to agree on the plan, the procedures set out in clause 20 shall apply. Progress in implementing the plan shall be included in the agenda for the next monthly meeting.

- 11.6 A review meeting to assess the Contractor's performance of its obligations under this agreement shall be held at yearly intervals throughout the Term which shall be attended by the Authorised Representatives.

## **12. CHANGE CONTROL**

- 12.1 Any requirement for a Change shall be subject to the Change Control Procedure.

## **13. DISPUTE RESOLUTION**

- 13.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then, except as expressly provided in this agreement, the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
- (b) if the Authorised Representatives are for any reason unable to resolve the Dispute within 10 Working Days of service of the Dispute Notice, the Dispute shall be referred to the Council's Town Clerk and the Contractor's { . . . } who shall attempt in good faith to resolve it;
- (c) if the Council's Town Clerk and the Contractor's { . . . } are for any reason unable to resolve the Dispute within 10 Working Days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within 10 Working Days of referral of the Dispute Notice, the mediator will be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, referring the dispute to mediation.
- (d) Unless otherwise agreed between the parties, the mediation will start not later than 14 days after the date of the ADR notice.

- 13.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings.

- 13.3 If for any reason the Dispute is not resolved within 10 Working Days of commencement of the mediation, the Dispute shall be referred to and finally resolved by the courts of England and Wales in accordance with clause 38.

## **14. SUB-CONTRACTING**

- 14.1 Notwithstanding clause 32, the Contractor can only enter into subcontracting arrangements in accordance with this clause 14.

- 14.2 To help the Council reach a decision on a proposed Sub-Contract, the Council may request (and the Contractor shall provide)

- (a) a copy of the proposed Sub-Contract;
  - (b) any other information that the Council may reasonably require about the proposed Sub-Contractor and the impact of the proposed Sub-Contract on this agreement.
- 14.3 [The Council has consented to the engagement of the Sub-Contractors listed in [SCHEDULE].]
- 14.4 If the Council agrees that the Contractor may subcontract its obligations, the Contractor shall implement an appropriate system of due diligence designed to ensure the Sub-Contractor's compliance with the terms of this agreement.
- 14.5 In the event that the Contractor enters into any Sub-Contract in connection with this agreement it shall:
  - (a) remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by the Sub-Contractors as if they were its own;
  - (b) impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this agreement and procure that the Sub-Contractor complies with such terms; and
  - (c) provide a copy, at no charge to the Council, of any such Sub-Contract on receipt of a request for such by the Council's Authorised Representative.
- 14.6 The Council may require the Contractor to terminate a Sub-Contract where the acts or omission of the relevant Sub-Contractor have given rise to the Council's right to terminate pursuant to clause 21.1 or if there is a change of control of a Sub-Contractor (within the meaning of section 1124 of the Corporation Tax Act 2010) or the Sub-Contractor suffers an Insolvency Event.

## **15. INDEMNITIES**

- 15.1 Subject to clause 15.2, the Contractor shall indemnify and keep indemnified the Council against all liabilities, costs, expenses, damages and losses incurred by the Council arising out of or in connection with:
  - (a) the Contractor's breach or negligent performance or non-performance of this agreement;
  - (b) any claim made against the Council arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Contractor or Contractor Personnel;
  - (c) the enforcement of this agreement; and
  - (d) any failure to notify the Council of any act or omission on the part of the Contractor and/or its Sub-Contractor(s) which is likely to cause injury or damage to a third party

- 15.2 The indemnity under clause 15.1 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by the Council are directly caused (or directly arise) from the negligence or breach of this agreement by the Council.

## **16. INSURANCE**

- 16.1 The Contractor shall at its own cost effect and maintain with reputable insurance companies insurance policies to cover its liabilities under this agreement providing as a minimum the following levels of cover:

- (a) public liability insurance with a limit of indemnity of at least £10,000,000 million in relation to any one claim or series of claims;
- (b) employer's liability insurance with a limit of at least £10,000,000 million per claim;
- (c) professional indemnity insurance with a limit of indemnity of not less than £1,000,000 million in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover; and
- (d) product liability insurance with a limit of at least £1,000,000 million in relation to any one claim or series of claim.

(the **Required Insurances**) The cover shall be in respect of all risks which may be incurred by the Contractor, arising out of the Contractor's performance of the agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.

- 16.2 The Contractor shall give the Council, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 16.3 If, for whatever reason, the Contractor fails to give effect to and maintain the Required Insurances, the Council may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
- 16.4 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the agreement.

## **INFORMATION**

### **17. FREEDOM OF INFORMATION**

- 17.1 The Contractor acknowledges that the Council is subject to the requirements of the FOIA and the EIRs. The Contractor shall:

- (a) provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;
  - (b) transfer to the Council all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
  - (c) provide the Council with a copy of all Information belonging to the Council requested in the Request for Information which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and
  - (d) not respond directly to a Request for Information unless authorised in writing to do so by the Council.
- 17.2 The Contractor acknowledges that the Council may be required under the FOIA and EIRs to disclose Information (including Confidential Information) without consulting or obtaining consent from the Contractor. The Council shall take reasonable steps to notify the Contractor of a Request for Information (in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Council shall be responsible for determining in its absolute discretion whether any Confidential Information or any other information is exempt from disclosure in accordance with the FOIA or the EIRs.
- 17.3 Notwithstanding any other term of this agreement, the Contractor consents to the publication of this agreement in its entirety (including variations), subject only to the redaction of information that the Council considers is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.
- 17.4 The Council shall, prior to publication, consult with the Contractor on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion. The Contractor shall assist and co-operate with the Council to enable the Council to publish this agreement.

## **18. CONFIDENTIALITY**

- 18.1 The provisions of this clause do not apply to any Confidential Information which:
  - (a) is or becomes available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
  - (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
  - (c) was, is, or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;

- (d) the parties agree in writing is not confidential or may be disclosed;
  - (e) which is disclosed by the Council on a confidential basis to any central government or regulatory body.
- 18.2 Each party shall keep the other party's Confidential Information secret and confidential and shall not:
  - (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (**Permitted Purpose**); or
  - (b) disclose such Confidential information in whole or in part to any third party, except as expressly permitted by this clause 18.
- 18.3 A party may disclose the other party's Confidential information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
  - (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
  - (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,
  - (c) and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 18.3.
- 18.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law (including under the FOIA or EIRs), by any governmental or other regulatory Council or by a court or other Council of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of the disclosure as possible.
- 18.5 The provisions of this clause 18 shall survive for a period of 2 years from the Termination Date.

## **19. INTELLECTUAL PROPERTY**

- 19.1 In the absence of prior written agreement by the Council to the contrary, all Intellectual Property Rights created by the Contractor or Contractor Personnel:
  - (a) in the course of performing the Services; or
  - (b) exclusively for the purpose of performing the Services,shall vest in the Council on creation.
- 19.2 The Contractor shall indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the

availability of the Services, except to the extent that they have been caused by or contributed to by the Council's acts or omissions.

## **TERMINATION**

### **20. REMEDIATION PLAN PROCESS**

- 20.1 Subject to clause 20.2, if the Contractor is in default in complying with any of its obligations under this agreement and the default is capable of remedy, the Council may not terminate this agreement without first operating the Remediation Plan Process. If the Contractor commits such a default, the Council shall give a Remediation Notice to the Contractor which shall specify the default in outline and the actions the Contractor needs to take to remedy the default.
- 20.2 The Council shall be under no obligation to initiate the Remediation Plan Process if it issues a notice to terminate in the circumstances set out in clause 21.1(a), clause 21.1(d), clause 21.1(e), clause 21.1(f), clause 21.1(g), clause 21.1(h), clause 21.1(i) (or a notice of an intention to terminate under clause 21.2).
- 20.3 Within 5 Working Days of receipt of a Remediation Notice, the Contractor shall:
- (a) submit a draft Remediation Plan, even if it disputes that it is responsible for the matters which are the subject of the Remediation Notice; or
  - (b) inform the Council that it does not intend to submit a Remediation Plan, in which event the Council shall be entitled to serve a Termination Notice.
- 20.4 The Council shall either approve the draft Remediation Plan within 15 Working Days of its receipt pursuant to clause 20.3(a), or it shall inform the Contractor why it cannot accept the draft Remediation Plan. In such circumstances, the Contractor shall address all such concerns in a revised Remediation Plan, which it shall submit to the Council within 5 Working Days of its receipt of the Council's comments. If no such notice is given, the Contractor's draft Remediation Plan shall be deemed to be agreed.
- 20.5 Once agreed, the Contractor shall immediately start work on the actions set out in the Remediation Plan.
- 20.6 If, despite the measures taken under clause 20.4, a Remediation Plan cannot be agreed within 15 Working Days then the Council may elect to end the Remediation Plan Process and serve a Termination Notice.
- 20.7 If a Remediation Plan is agreed between the parties, but the Contractor fails to implement or successfully complete the Remediation Plan by the required completion date, the Council may:
- (a) terminate this agreement by serving a Termination Notice;
  - (b) give the Contractor a further opportunity to resume full implementation of the Remediation Plan; or
  - (c) refer the matter for resolution under the Dispute Resolution Procedure.



- 20.8 If, despite the measures taken under clause 20.7, the Contractor fails to implement the Remediation Plan in accordance with its terms, the Council may elect to end the Remediation Plan Process and refer the matter for resolution by the Dispute Resolution Procedure or serve a Termination Notice.
- 20.9 The Council shall not be obliged to follow the Remediation Plan Process if there is a repetition of substantially the same default by the Contractor as had previously been addressed in a Remediation Plan within a period of 1 month following the conclusion of such previous Remediation Plan. In such event, the Council may serve a Termination Notice.

## **TERMINATION**

### **21. TERMINATION**

- 21.1 Without affecting any other right or remedy available to it, and subject to clause 20, the Council may terminate this agreement with immediate effect or on the date specified in the Termination Notice by giving written notice to the Contractor if one or more of the following circumstances occurs or exists:
- (a) if the Contractor is in material breach of this agreement, which is irremediable;
  - (b) the parties fail to agree the Remediation Plan in accordance with the Remediation Plan Process;
  - (c) the Contractor fails to implement or successfully complete the Remediation Plan in accordance with the Remediation Plan Process;
  - (d) the circumstances referred to in clause 20.9 occur;
  - (e) a Consistent Failure has occurred;
  - (f) if a Catastrophic Failure has occurred;
  - (g) if there is an Insolvency Event;
  - (h) if the Council elects to terminate pursuant to clause 24.5;
  - (i) if there is a change of control of the Contractor within the meaning of section 1124 of the Corporation Tax Act 2010 to which the Council reasonably objects, provided that the Council serves its Termination Notice within 3 months of the date on which the Contractor informs the Council (by written notice) of the change of control or on which the Council otherwise becomes aware of the change of control.
- 21.2 Either party may, during the continuance of a Force Majeure Event, terminate this agreement if the circumstances in clause 23.6 or clause 32.7 arise.

### **22. TERMINATION ON NOTICE**

Without affecting any other right or remedy available to it, either party may terminate this agreement at any time after the Completion Date by giving no less than 6 months' written notice to the other party.

## **23. FORCE MAJEURE**

- 23.1 Subject to clause 23.3, a party (**Affected Party**) shall not be liable for any failure or delay in performing any of its obligations under this agreement for so long as, and to the extent that, its performance is directly prevented, hindered or delayed by a Force Majeure.
- 23.2 For so long as the Affected Party's liability in relation to any of its obligations is suspended under clause 23.1, the other party shall not be liable for any failure or delay in performing its corresponding obligations.
- 23.3 Clause 23.1 will only apply if the Affected Party:
- (a) as soon as reasonably practicable after the start of the Force Majeure [but not later than 3 days from its start, notifies the other party in writing of the Force Majeure, the date on which it started, its likely or potential duration, and the effect of the Force Majeure on the Affected Party's ability to perform any of its obligations under this agreement; and
  - (b) took reasonable precautions to prevent or minimise the Force Majeure including implementing and complying with an effective business continuity plan, except where compliance with the business continuity plan is itself affected by the Force Majeure;
  - (c) uses all reasonable endeavours to mitigate the effect of the Force Majeure on the performance of its obligations.
- 23.4 The Affected Party shall keep the other party informed of its endeavours under clause **Error! Reference source not found.** and their outcome promptly on request.
- 23.5 If the Contractor is relieved from providing the Services under this clause, it shall permit and co-operate with any efforts that the Council may make to obtain alternative supplies of those Services.
- 23.6 If the Affected Party has not resumed full performance of any obligations suspended under clause 23.1 within 10 days after the start of the Force Majeure, the other party may terminate this agreement by giving not less than 10 days' written notice to the Affected Party.
- 23.7 If the Affected Party has complied with clause **Error! Reference source not found.**, but is unable to resume substantive performance of its core obligations suspended under clause 23.1 within 10 days after the start of the Force Majeure, the Affected Party may terminate this agreement by giving not less than 10 days' written notice to the other party.

## **24. PREVENTION OF BRIBERY**

- 24.1 The Contractor represents and warrants that neither it, any Contractor Personnel:
- (a) has committed a Prohibited Act;

- (b) to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or
  - (c) has been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 24.2 The Contractor shall promptly notify the Council if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 24.1 at the relevant time.
- 24.3 The Supplier shall (and shall procure that its Contractor Personnel shall) during the Term:
  - (a) not commit a Prohibited Act;
  - (b) not do or omit to do anything to be done that would cause the Council or any of the Council's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements; and
  - (c) notify the Council (in writing) if it becomes aware of any breach of clause 24.3(a) or clause 24.3(b), or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this agreement.
- 24.4 The Contractor shall maintain appropriate and up to date records showing all payments made by the Contractor in connection with this agreement and the steps taken to comply with its obligations under clause 24.3.
- 24.5 If the Contractor is in default under this clause 24 the Council may by notice:
  - (a) require the Contractor to remove from performance of this agreement any Contractor Personnel whose acts or omissions have caused the default; or
  - (b) immediately terminate this agreement.
- 24.6 Any notice served by the Council under clause 24.5 shall specify the nature of the Prohibited Act, the identity of the Party who the Council believes has committed the Prohibited Act and the action that the Council has elected to take (including, where relevant, the date on which this agreement shall terminate).

## **25. MODERN SLAVERY**

- 25.1 The Contractor shall:
  - (a) comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force (Anti-slavery Laws) including but not limited to the Modern Slavery Act 2015;

- (b) notify the Council (in writing) as soon as it becomes aware of any breach or suspected breach of clause 25.1.
- 25.2 The Contractor represents and warrants throughout the Term that:
  - (a) neither the Contractor nor any of its officers, employees or Sub-Contractors:
    - (i) has been convicted of any offence involving slavery and human trafficking anywhere in the world; or
    - (ii) to the best of its knowledge, has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.

## **26. CONSEQUENCES OF TERMINATION OR EXPIRY**

- 26.1 On the expiry of the Term or if this agreement is terminated for any reason the Contractor shall co-operate fully with the Council to ensure an orderly migration of the Services to the Council or, at the Council's request, a replacement Contractor.
- 26.2 On termination of this agreement the Contractor shall procure that all data and other material belonging to the Council (and all media of any nature containing information and data belonging to the Council or relating to the Services), shall be delivered to the Council forthwith.
- 26.3 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry, including clause 15 (Indemnities), clause 16 (Insurance), clause 17 (Freedom of Information), clause 18 (Confidentiality), and this clause 26 (Consequences of termination), shall remain in full force and effect.
- 26.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the Termination Date.

## **GENERAL PROVISIONS**

### **27. WAIVER**

- 27.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 27.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.

**28. RIGHTS AND REMEDIES**

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

**29. SEVERANCE**

29.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this agreement.

29.2 If any provision or part-provision of this agreement is deemed deleted under clause 29.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

**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 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. THIRD PARTY RIGHTS**

31.1 Unless it expressly states otherwise, this agreement does not give any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

31.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.

**32. ASSIGNMENT AND OTHER DEALINGS**

32.1 The Council may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement, provided that it gives prior written notice of such dealing to the Contractor.

32.2 The Contractor shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the Council.

**33. PUBLICITY**

The Contractor 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 logo in any promotion or marketing or announcement of orders,

except as required by law, any government or regulatory Council, any court or other Council of competent jurisdiction, without the prior written consent of the Council,.

#### **34. NOTICES**

34.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:

delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

34.2 Any notice shall be deemed to have been received:

- (a) If delivered by hand, at the time the notice is left at the proper address;
- (b) If sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting.

34.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

34.4 A notice given under this agreement is not valid if sent by email.

#### **35. ENTIRE AGREEMENT**

35.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

35.2 Each party acknowledges that in entering into this agreement it does not rely on, and 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.

35.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

#### **36. VARIATION**

Subject to clause 12, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their Authorised Representatives).

**37. COUNTERPARTS**

- 37.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original of this agreement, but all the counterparts shall together constitute the same agreement.
- 37.2 Transmission of the executed signature page of a counterpart of this agreement by email (in PDF, JPEG or other agreed format) takes effect as the transmission of an executed "wet-ink" counterpart of this agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made, each party shall on request provide the other with the "wet ink" hard copy original of their counterpart.

**38. GOVERNING LAW**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**39. JURISDICTION**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

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

Signed by [NAME OF DIRECTOR]  
for and on behalf of PENRITH TOWN  
COUNCIL

.....

Director

Signed by [NAME OF DIRECTOR]  
for and on behalf of { . . . }

.....

Director



## **Schedule 1 Services Specification**

### **1. THE SERVICES**

The Services comprise two elements, being the Installation Works and the Maintenance Works.

### **2. INSTALLATION WORKS**

The specification below provides the minimum requirements for the Installation Works to be provided:

- a) Finalising a design for the signage.
- b) Formatting the layout of the content on the interpretation panels.
- c) Panel and signage fabrication and manufacture.
- d) Removal and disposal of existing signage.
- e) Installation of the approved signage.
- f) Reinstatement of highway to the required standards.

#### **2.1 Finalising a design for the signage**

The Council has via a separate and earlier contract obtained signage designs for Penrith for which the Council owns the licence. These designs are included within this tender for illustrative purposes. The Council considers that these designs are in the main complete given the previous consultations and due diligence undertaken and as such provides tenderers with a clear indication of the requirements of the Council. The Contractor will work with the Council's Authorised Representative, or such other person as shall be appointed by the Council and notified to the Contractor, to:

- a) prepare images of the signage templates based on the examples shown in this Schedule;
- b) agree the colour palette, with all lettering in white and include the Penrith 'P' Logo in white (graphic file held by the Council); and
- c) design the 4No Market Signs

such works to be completed no later than 31 January 2026.

#### **2.2 Formatting the layout of the content on the interpretation panels**

The Council will provide to the Contractor all the narrative, content, and imagery requirements to be included on the interpretation panels, finger posts, bench panels, information signs, and the Supermarket panels. The Contractor will work with the Council's Authorised Representative, or such other person as shall be appointed by the Council and notified to the Contractor to:

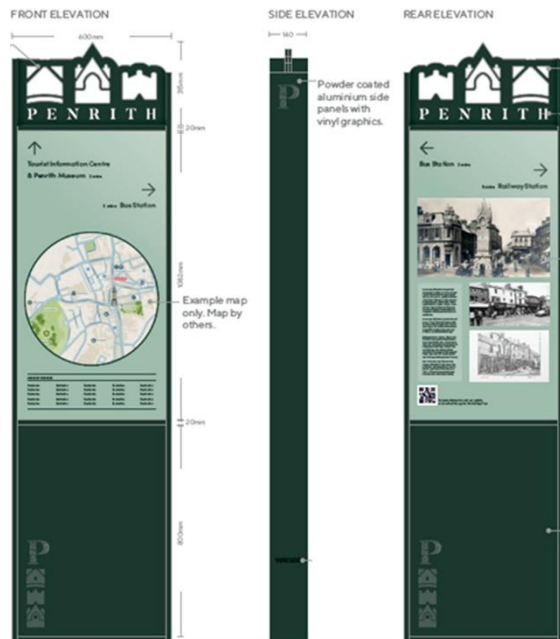
- a) design the illustration and layout of all text and images;
- b) design and show the illustration of street mapping;
- c) display the directional wayfinding content;
- d) provide background colour options;
- e) display a QR code (to be supplied by the Council);
- f) show the Penrith 'P' logo (to be supplied by the Council)

such works to be completed no later than 31 January 2026.

#### **2.3 Panel and signage fabrication and manufacture**

Following the finalisation and sign-off by the Council of all the signage design work, formatting and wording, the Contractor will fabricate and manufacture the agreed signs based on the following requirements:

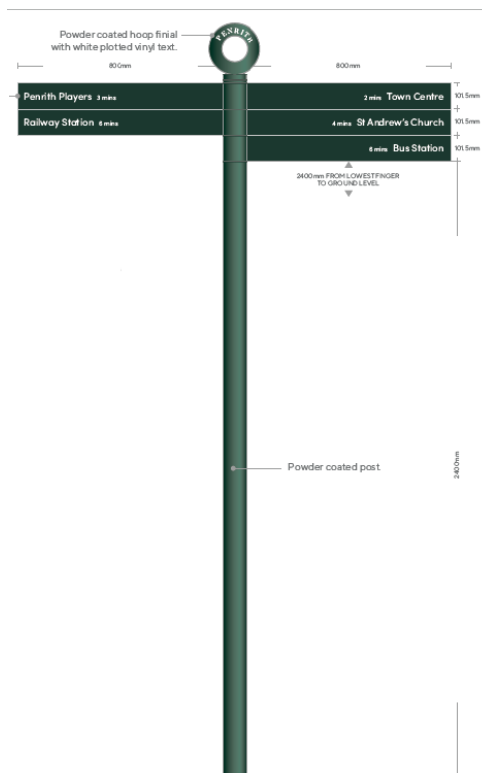
**a) Interpretation Panels – Quantity 13**



**Interpretation Panels Specification:**

- Double Sided
- Internal aluminium sub frame
- Aluminium top cut out filigree and aluminium bottom panels
- Toughened glass middle section
- Vinyl applied to the reverse of the glass
- Face fixed
- Aluminium side capping
- All colours to be agreed
- Measurements: 600mm x 2200mm x 140mm
- Fixing Method: see paragraph 2.5 of this Schedule
- Product Guarantee: 10 Years

## b) Finger Posts – Quantity 18



### Finger Posts Specification:

- Internal 76mm S355 steel post
- 89mm aluminium outer post
- Aluminium Flat Top Cap
- Post Lugs
- Fixing components
- Up to 5 No fingers with vinyl detail
- 3 No collars
- 1 No finial
- All colours to be agreed
- Framework Steel 76mm S355 grade
- Measurements: 2400mm high from ground level
- Fixing Method: see paragraph 2.5 of this Schedule
- Product Guarantee: 10 Years

c) **Totem Gateway Signs – Quantity 7**



**Totem Gateway Signs Specification:**

- Double Sided
- Internal aluminium sub frame
- Aluminium top cut out filigree and aluminium main panels
- Laser cut out detail backed with aluminium to header
- Aluminium side capping with vinyl detail
- Black powder coated finishes
- White vinyl/painted detail to main panels
- All colours to be agreed
- Measurements: 600mm x 2200mm x 140mm
- Fixing Method: see paragraph 2.5 of this Schedule
- Product Guarantee: 10 Years

#### d) Market Signs – Quantity 4

These images are for illustrative purposes only.



#### Market Signs Specification:

- Contractor to work with the Council to design these signs
- Double Sided
- Internal aluminium sub frame
- Aluminium top cut out filigree and aluminium main panels
- Laser cut out detail backed with aluminium to header.
- Aluminium side capping with vinyl detail
- White vinyl/painted detail to main panels
- All colours to be agreed
- Measurements: 600mm x 2200mm x 140mm
- Fixing Method: see paragraph 2.5 of this Schedule
- Product Guarantee: 10 Years

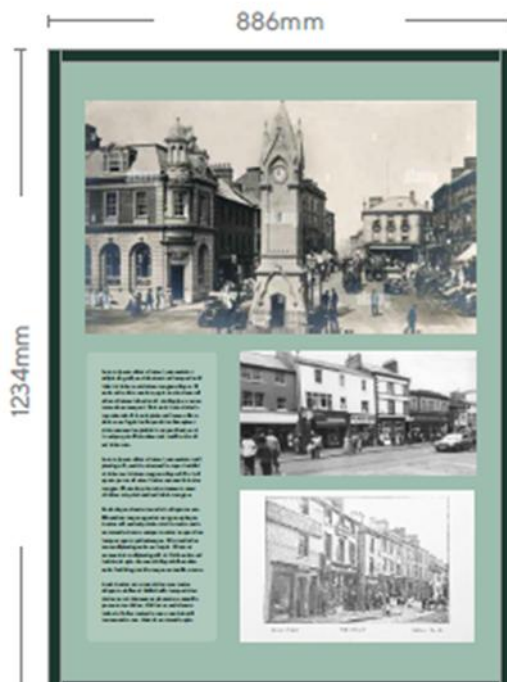
e) **Bench refurbishment (panels) – Quantity 2 (double sided)**



**Bench Refurbishment Panels Specification:**

- Double Sided
- Flat composite panels, face fixed to existing frame
- Vinyl print to face
- Measurements: 760mm x 1750mm x 35mm
- Fixing Method: To be fixed to and cover the extent of the existing steel frames using the installation method to be agreed between the Contractor and the Council as part of the Contractor's general approach and methodology to delivering the Installation Work.
- Location: Devonshire Street and Sandgate
- Product Guarantee: 10 Years

f) **Information Sign – Quantity 1**



**Information Sign Specification:**

- Aluminium frame and backing plate
- 8mm low iron toughened glass panel
- Reverse UV printed vinyl content
- Measurements: 841mm 1189mm - (A0)
- Fixing Method: Wall mounted – Fixings in the rear panel with any visible fixings to be colour coordinated.
- Location: Poets Walk
- Product Guarantee: 10 Years

**g) Two Lions – Quantity 1**



**Two Lions Specification:**

- Folded Aluminium Panel, Powder coated
- Vinyl Print to Face
- Measurements: 820mm x 1050mm x 35mm
- Fixing Method: To existing frame.
- Product Guarantee: 10 Years



**h) Supermarket Panels – Quantity 2**



**Figure 1 – Booths Supermarket-**



**Figure 2 – Sainsbury Supermarket**

**Supermarket Panels Specification:**

- Single sided
- Flat composite panels, face fixed to existing frame
- Vinyl print to face
- Measurements:
  - 2270mm x 1970mm Booths
  - 1950mm x 3065mm Sainsburys
- Fixing Method: To be fixed within the existing steel frames with the installation method stated by the contractor within this tender as part of the company's general approach and methodology to delivering the schedule of work.
- Product Guarantee: 10 Years

## **2.4 Removal and Disposal of Existing Signage**

- a) This agreement requires the removal, disposal and in some instances surface reinstatement of existing signage that is currently installed within the town centre.
- b) Westmorland and Furness Council owns the existing signs and has given consent for these signs to be removed and disposed of. Third party consent is in place for the removal of signs. Metal and signage waste from the removal of signs is to be delivered to a location identified by Westmorland and Furness Council.
- c) In total 19 existing signs are to be removed and disposed of. A list of these signs including locations is shown at Schedule 6.

## **2.5 Installation of the approved design**

- a) This Schedule sets out the sign type and quantity required. Attached at Schedule 6 is a detailed table setting out the specific location of each item, sign type and the quantity required.
- b) Westmorland and Furness Council is the Highway Council and has stated that all items are to be bolted into bituminous or concrete material or dug in where sandstone flags or setts/paving blocks are in situ with the flags/blocks reinstated. The Contractor must comply with this requirement in its installation method, materials and quantities to be used for each sign type.
- c) Contractors shall remove and dispose of all surplus spoil and debris.

## **2.6 Reinstatement of the highway to the required standards**

- a) The Contractor shall carry out all necessary reinstatement of the highway following installation and/ or removal of each sign.
- b) The signs are installed in locations with varying surface materials including block setts, tarmac and sandstone pavers and it is a requirement that the reinstatement is for the same material as disturbed and removed, and to the same quality of finish, providing a safe highway for the public.

# **3. MAINTENANCE WORKS**

## **3.1 Maintenance to cover the life span of the signage for a period of 10 years from project completion**

The specification below provides the minimum requirements for the Maintenance Works to be provided:

- a) All signage to be supplied must have an economic life of at least 10 years and the Contractor shall, where reasonably possible, provide product guarantees to the Council.
- b) In order to ensure that the signs are maintained to the highest standards, the Contractor will undertake the following works for a period of 10 years from the Completion Date:
  - i. an annual recorded inspection of each sign to assess for defects and to identify to the Council any repairs that are required, and carry out such repairs where the Council requests it;
  - ii. an annual surface clean with detergent of each sign;
  - iii. provision of replacement signs where requested by the Council.

## **Schedule 2 Contract Timeline**

**Schedule 3 Contractor's Tender**

## Schedule 4 Charges and payment

### 1. CALCULATION OF THE CHARGES

The Charges shall be calculated on the basis of the rates and prices set out in this Schedule.

### 2. CHARGES FOR THE INSTALLATION WORKS BASED ON A FIXED PRICE

Service	Monthly cost (£)
Finalising a design for the signage	[INSERT FIGURE TO BE CHARGED TO COUNCIL]
Formatting the layout of the content on the interpretation panels	[INSERT FIGURE TO BE CHARGED TO COUNCIL]
Panel and signage fabrication and manufacture	[INSERT FIGURE TO BE CHARGED TO COUNCIL]
Removal and disposal of existing signage	
Installation of the approved design	
Reinstatement of the highway to required standards	
<b>TOTAL</b>	<b>[INSERT FIGURE TO BE CHARGED TO COUNCIL]</b>

### 3. CHARGES FOR THE MAINTENANCE WORKS

Service	Monthly cost (£)
Annual recorded inspection of each sign to assess for defects and to identify to the Council any repairs that are required	[INSERT FIGURE TO BE CHARGED TO COUNCIL]
Annual surface clean of each sign with detergent	[INSERT FIGURE TO BE CHARGED TO COUNCIL]
Provision of replacement signs where necessary	To be agreed between the parties acting reasonably
<b>TOTAL</b>	<b>[INSERT FIGURE TO BE CHARGED TO COUNCIL]</b>

### 4. CHARGES BASED ON HOURLY RATES

Hours of service in invoice period	Hourly rate (£)
[Up to 100]	[INSERT FIGURE PER HOUR TO BE CHARGED TO COUNCIL]
[101-200]	[INSERT FIGURE PER HOUR TO BE CHARGED TO COUNCIL]
[201-300]	[INSERT FIGURE PER HOUR TO BE CHARGED TO COUNCIL]

**5. MENU PRICING**

<b>Type of Fixed Cost</b>	<b>Charges (£)</b>
<b>[INSERT TYPE OF SERVICE TO BE PROVIDED]</b>	[INSERT FIGURE (EXPRESSED AS UNIT COST OR HOURLY RATE) TO BE CHARGED TO COUNCIL FOR THAT SERVICE]
<b>[INSERT TYPE OF SERVICE OR GOODS TO BE PROVIDED]</b>	[INSERT FIGURE (EXPRESSED AS UNIT COST OR HOURLY RATE) TO BE CHARGED TO COUNCIL FOR THAT SERVICE]
<b>[INSERT TYPE OF SERVICE OR GOODS TO BE PROVIDED]</b>	[INSERT FIGURE (EXPRESSED AS UNIT COST OR HOURLY RATE) TO BE CHARGED TO COUNCIL FOR THAT SERVICE]
<b>[INSERT TYPE OF SERVICE OR GOODS TO BE PROVIDED]</b>	[INSERT FIGURE (EXPRESSED AS UNIT COST OR HOURLY RATE) TO BE CHARGED TO COUNCIL FOR THAT SERVICE]

**6. PAYMENT PLAN**

The Contractor shall issue invoices to the Council on a monthly basis for such of the Services as have been completed by the Contractor during the preceding month.

## **Schedule 5 Change control**

### **1. GENERAL PRINCIPLES**

- 1.1 Where the Council or the Contractor sees a need to change this agreement, the Council may at any time request, and the Contractor may at any time recommend, such Change only in accordance with the Change Control Procedure set out in paragraph 2 of this Schedule 5.
- 1.2 Until such time as a Change is made in accordance with the Change Control Procedure, the Council and the Contractor shall, unless otherwise agreed in writing, continue to perform this agreement in compliance with its terms before such Change.
- 1.3 Any discussions which may take place between the Council and the Contractor in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 1.4 Any work undertaken by the Contractor and the Contractor Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this Schedule 5, shall be undertaken entirely at the expense and liability of the Contractor.

### **2. PROCEDURE**

- 2.1 Discussion between the Council and the Contractor concerning a Change shall result in any one of the following:
  - (a) no further action being taken; or
  - (b) a request to change this agreement by the Council; or
  - (c) a recommendation to change this agreement by the Contractor.
- 2.2 Where a written request for a Change is received from the Council, the Contractor shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Contractor to the Council within two weeks of the date of the request.
- 2.3 A recommendation to amend this agreement by the Contractor shall be submitted directly to the Council in the form of two copies of a Change Control Note signed by the Contractor at the time of such recommendation. The Council shall give its response to the Change Control Note within two weeks.
- 2.4 Each Change Control Note shall contain:
  - (a) the title of the Change;
  - (b) the originator and date of the request or recommendation for the Change;
  - (c) the reason for the Change;
  - (d) full details of the Change, including any specifications;

- (e) the price, if any, of the Change;
- (f) a timetable for implementation, together with any proposals for acceptance of the Change;
- (g) a schedule of payments if appropriate;
- (h) details of the likely impact, if any, of the Change on other aspects of this agreement including:
  - (i) the timetable for the provision of the Change;
  - (ii) the personnel to be provided;
  - (iii) the Charges;
  - (iv) the Documentation to be provided;
  - (v) the training to be provided;
  - (vi) working arrangements;
  - (vii) other contractual issues;
- (i) the date of expiry of validity of the Change Control Note; and
- (j) provision for signature by the Council and the Contractor.

2.5 For each Change Control Note submitted by the Contractor the Council shall, within the period of the validity of the Change Control Note:

- (a) allocate a sequential number to the Change Control Note; and
- (b) evaluate the Change Control Note and, as appropriate:
  - (i) request further information;
  - (ii) accept the Change Control Note by arranging for two copies of the Change Control Note to be signed by or on behalf of the Council and return one of the copies to the Contractor; or
  - (iii) notify the Contractor of the rejection of the Change Control Note.

2.6 A Change Control Note signed by the Council and by the Contractor shall constitute an amendment to this agreement.



## Schedule 6 Signage Locations

The Compound Area and Signage Locations are shown using the following What3Words location descriptions and also marked and numbered on the plans set out below.

### a) Compound Area Location – Plan 1



### b) Signage Location List

#### Heritage & Interpretation Signage

#### New Totems / Interpretation Panels - 13

Sign Code	Location (What3Words)	Other Information
T1 Railway Station	Pure.cubed.snipped	New Totem
<b>T2 – Cornmarket (PTC Land)</b>	Tigers.aquatics.looks	<b>New Totem</b>
T3 – Market Sq (Grahams)	Firelight.critic.tortoises	New Totem
T4 – Museum	Tonsils.presides.passages	New Totem
T5 – Fergusons	Gravy.stirs.fires	New Totem (single sided)
T6 – Sandgate	Rainfall.consented.lamplight	New Totem
T7 – Bus Station	Regarding.garages.emulated	New Totem
<b>T8– Library (private land)</b>	Begun.directors.shampoo	<b>New Totem</b>

T9 - Great Dockray	Caravan.petal.symphonic	New Totem
T10 – St Andrews	Begun.directors.shampoo	New Totem
<b>T12 Sainsburys (private land)</b>	Wildfires.evenings.talker	<b>New Totem</b>
T13 Middlegate/Threadneedle	Outpost.reseller.expel	New Totem
<b>T14 Angel Sq Woodstones (private land)</b>	Dustbin.phantom.showdown	<b>New Totem</b>

### New Fingerposts - 18

Sign Code	Location (What3Words)	Other Information
F1 – Market Sq (Tatie Tim)	Canine.minority.letter	New Fingerpost
F2 – Poets Walk	Replaces.amounting.meatball	New Fingerpost
F3 – M&S	Fabricate.rated.saves	New Fingerpost
F4 – Taxi rank	Feasted.impresses.treat	New Fingerpost
F5 – Station Hotel	Digitally.solids.cyber	New Fingerpost
F6 – Great Dockray	Member.quietly.stealthier	New Fingerpost
F7 – Kilgour Street	Leathers.whisk.winks	New Fingerpost
F8 – King Street	Materials.plus.cuts	New Fingerpost
F9– Gt Dockray/Angel Lane	Apparatus.photos.kicks	New Fingerpost
F10 – Bluebell Lane Carpark	Hockey.urgent.reeling	New Fingerpost
F11 – Elm Terrace	Brambles.shot.warnings	New Fingerpost
F12 – Friargate St Andrews	Lyricism.exchanges.collide	New Fingerpost
F13 - Victoria Road/Kilgour St	Egging.golden.less	New Fingerpost
F14 – Old Town Hall	Unwell.skirting.bind	New Fingerpost

Sign Code	Location (What3Words)	Other Information
F15 – Sandgate	Crawled.lunges.promising	New Fingerpost
F16 – Friargate	Unhelpful.plank.textiles	New Fingerpost
F17 - Devonshire Street	Sharpen.quietest.pillow	New Fingerpost
<b>F18 – Booths (private land)</b>	Tallest.purchaser.ducks	New Fingerpost

**Removals of Totems and Fingerposts (with corresponding code where a new sign is being installed) - 19**

<b>Sign Code</b>	<b>Location (What3Words)</b>	<b>Other Information</b>
T1 – Railway Station	Homecare.supreme.ambition	Removal of Existing
<b>T2 – Cornmarket (PTC Land)</b>	Tigers.aquatics.looks	Removal of Existing
T4 – Museum	Tonsils.presides.passages	Removal of Existing
T5 – Fergusons	Gravy.stirs.fires	Removal of Existing
F2 – Poets Walk	Replaces.amounting.meatball	Removal of Existing
T6 – Bus Station **	Rainfall.consented.lamplight	Removal of Existing
T7 – Bus Station	Regarding.garages.emulated	Removal of Existing
T8– Library	Begun.directors.shampoo	Removal of Existing
F4 – Taxi rank	Feasted.impresses.treat	Removal of Existing
F10 – Bluebell Lane Carpark	Hockey.urgent.reeling	Removal of Existing
F11 – Elm Terrace	Brambles.shot.warnings	Removal of Existing
F12 – Friargate St A's	Lyricism.exchanges.collide	Removal of Existing
F16 – Friargate	Unhelpful.plank.textiles	Removal of Existing
<b>T11 New Sqs from Princes Street (Private land)</b>	Length.interlude.triathlon	Removal of Existing
<b>T12 – Sainsburys (private land)</b>	Wildfires.evenings.talker	Remove of Existing
T13 Middlegate/Threadneedle	Outpost.reseller.expel	Removal of Existing
<b>T14 Angel Sq Woodstones (private land)</b>	Dustbin.phantom.showdown	Removal of Existing
<b>RO4 – WCF/Booths (private land)</b>	Custodial.wriggled.elder	Removal of Existing – awaiting confirmation by Booths
<b>F18 – Booths (private land)</b>	Tallest.purchaser.ducks	Removal of Existing

**Refurbishments 5**

<b>Sign Code</b>	<b>Location (What3Words)</b>	<b>Other Information</b>
RF1 – Poets Walk	Dabble. tonal.wise	New Wall Mounted Sign
<b>RF2 – Booths Entrance (private land)</b>	Vesting.retail.stood	Refurbish – one side only
RF3 – Seat near Tattie Tim	Handrail.masses.sublime	Refurbish Existing
RF5 – Two Lions	Stance.maybe.earphones	Refurb wallsign
<b>RF6 – Entrance Sainsburys (private land)</b>	Catchers.earful.stoppage	Refurbish Existing – one side only – keep rivers

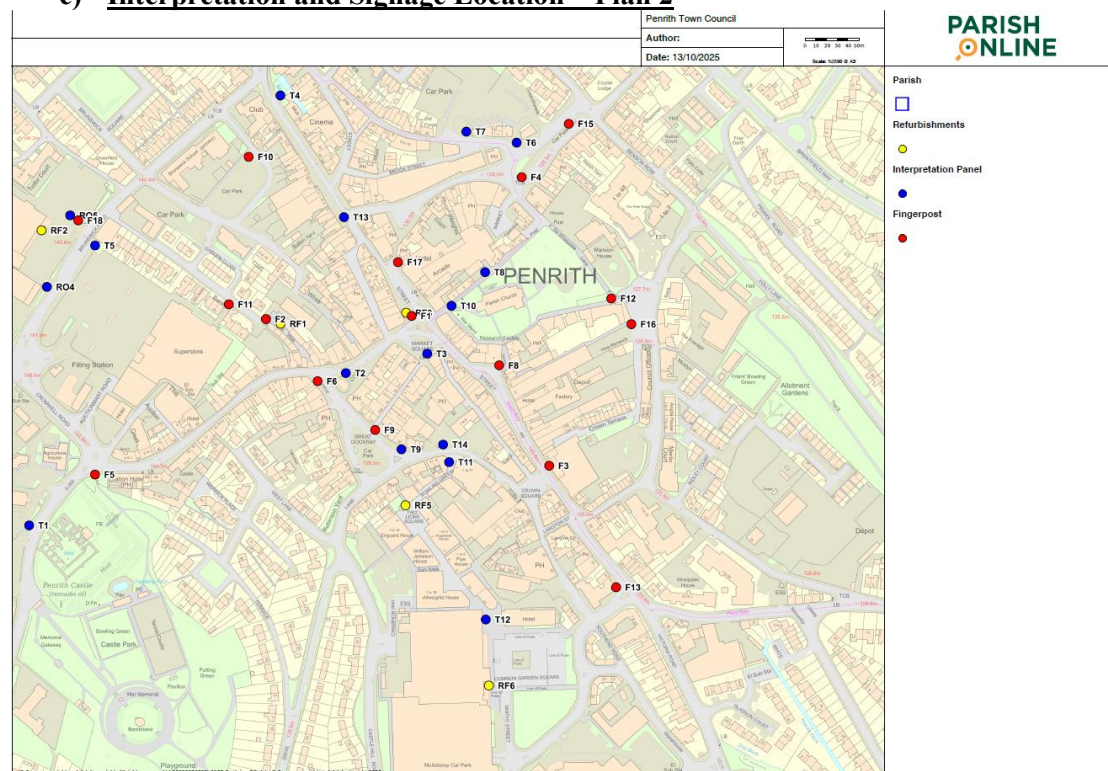
## Gateway Signage – 18

Sign Code	Location (What3Words)	Other Information
GS1 – Scotland Road	Dolphins.single.dispensed	Removal & Install New
GS2 – Castletown	Force.household.finer	Remove and Install New
<b>GS3 – A592 Cranstons (Private Land)</b>	Gossiping.gems.instance	New Gateway Signage
GS4 – Bridge Lane	Visa.ramps.playful	Removal and Install New
GS5 – Carleton	Duplicate.same.return	New Gateway Signage
GS6 – Salkeld Road	Plastic.sprawls.intrigued	Removal and Install New
GS7 – Beacon Edge	Printout.clutches.custodian	New Gateway Signage

**Market Signs / Art – 4**

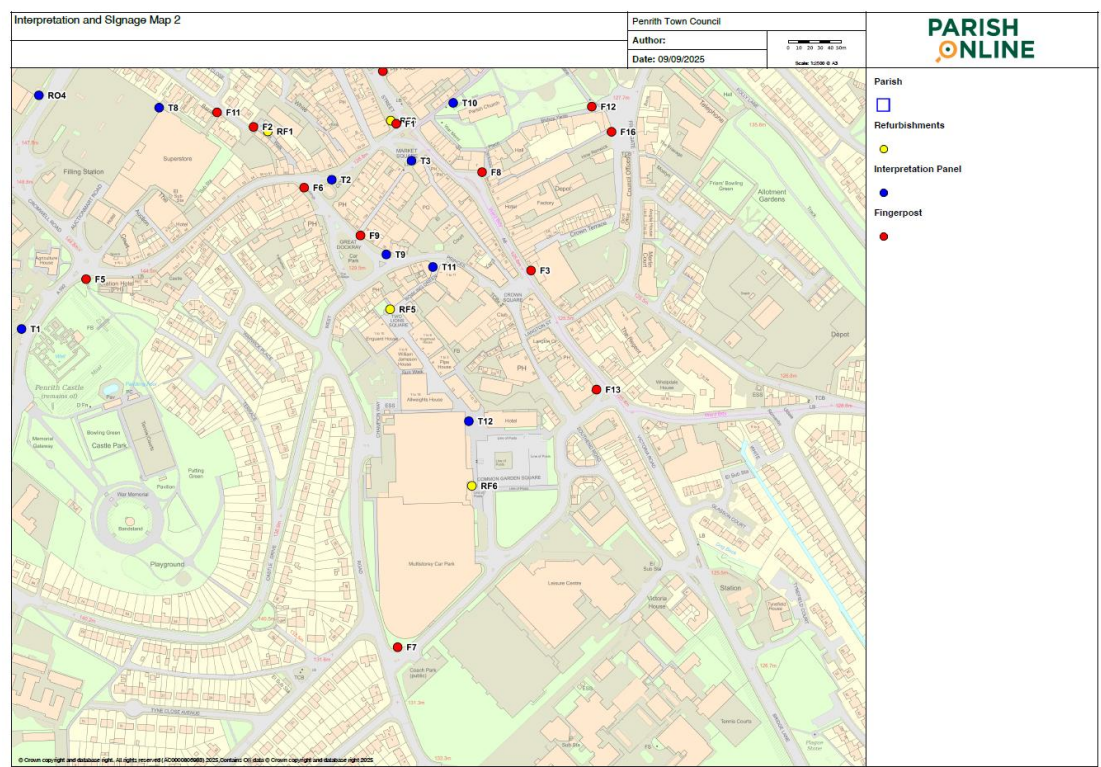
Sign Code	Location (What3Words)	Other Information
MK1 – Burrowgate	Creamed.hexes.factoring.	New Interpretation Artwork
MK3 – Devonshire Street	Triathlon.spaceship.sectors	New Interpretation Artwork
MK4 – Cornmarket	Inclines.assemble.luckier	New Interpretation Artwork
MK5 – KingStreet	Squabbles.enjoy.promote	New Interpretation Artwork

### c) Interpretation and Signage Location – Plan 2





**Interpretation and Signage Location – Plan 3**



**Interpretation and Signage Location – Plan 4**

