

DATED 30/09/2025

SURREY COUNTY COUNCIL

and

Tetra Tech Ltd

CONSULTANCY CONTRACT

For the provision of

Ecology Consultant

Legal Services
Woodhatch Place, 11 Cockshot Hill, Reigate, RH2 8EF

DATED the 30th of September 2025

PARTIES

(1) **SURREY COUNTY COUNCIL** of Woodhatch Place, 11 Cockshot Hill, Reigate, RH2 8EF]

(The “**Council**”); and

Tetra Tech Ltd (Company No: 01959704) whose registered address is: 3 Sovereign Square, Sovereign Street, Leeds, LS1 4ER (the “**Consultant**”)

each being referred to as a “**party**” and together “**the parties**”.

WHEREAS:

- A). The Council wishes to engage the Consultant to provide an experienced Ecology consultant who can bring their expertise in ecological matters for the Council’s Natural Environment Team. The Consultant must be qualified with experience gained for at least 12 months at a Principal Ecologist grade level. The consultant should be a full member of Chartered Institute of Ecology and Environmental Management (CIEEM). However, the Council may require the services of a more senior ecologist should the need arise. This could be for a complex case, or additional services may be required by the Team which may require experience of a senior more experienced ecological expert.
- B). The Consultant wishes to provide such services and is willing and able to do so in accordance with the terms and conditions of this Contract.

IT IS HEREBY AGREED as follows:

The definitions and rules of interpretation in this clause apply (unless the context requires 1.1 otherwise) to the Contract:

"Confidential
Information" as defined in clause 5;

"Commencement Date" means 1st October 2025 (or such other date as the parties may agree);

"Contract" means this Contract, concluded between the Council and the Consultant, including (if any) all specifications, Consultant’s proposals, samples, plans, drawings and other documents incorporated or referred to herein;

"Contract Price" means the price set out in Schedule 2 that is payable to the Consultant by the Council under this Contract for the full and proper performance by the Consultant of its obligations under this Contract;

"Consultant" means the person and / or company who, by this Contract, undertakes to supply the Services to the Council. Where the Consultant is an individual or partnership or organisation the

expression shall include the personal representatives or employees of that individual or of the partners;

"Data Protection Legislation"	means the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Regulation of Investigatory Powers Act 2000, the Investigatory Powers Act 2016, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000, the Data Protection Act 2018 and the GDPR and any legislation implemented in connection with the GDPR and any replacement legislation coming into effect from time to time and all applicable laws and regulations relating to the processing of personal data and privacy, including as where applicable the guidance and codes of practice issued by the Supervisory Authority;
"Deliverables"	means the work tasks, outputs and deliverables as specified in the work timetable set out in Schedule 1;
"Engagement"	as defined in clause 3.2;
"Environmentally Sustainable Procurement Policy"	means the Orbis Procurement policy which aims to minimise negative and promote positive environmental impacts and can be found at: / https://www.surreycc.gov.uk/business/supplying-the-council/social-value-and-procurement/procurement-policy
"Financial Conduct Authority"	means the Financial Conduct Authority as defined in the Financial Services Act 2012;
"Freedom of Information Act 2000"	means the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;
"General Data Protection Regulations / GDPR"	means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (United Kingdom General Data Protection Regulations), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdraw) Act 2018 (see section 205(4));
"Information Laws"	means the FOIA, the Environmental Information Regulations 2004, Data Protection Legislation, the GDPR and any codes of practice and guidance made pursuant to the same as amended or replaced from time to time;
"Insurance Policies"	as defined in clause 9.2;
"Intellectual Property Rights"	means any and all patents, trademarks, service marks, copyright, moral rights, rights in design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not

registered or capable of registration and whether now or in the future subsisting in the United Kingdom or any other part of the world together with all or any goodwill and accrued rights of action;

"Law"	means any applicable statute or any delegated or subordinate legislation, any duly applicable guidance, code of practice, direction, judgment or determination with which the Council and/or the Consultant is bound to comply including the Council's rules, procedures, guidelines, policies, codes of practice, standing orders, financial regulations and standards from time to time;
"Personal Data"	has the same meaning as given in the Data Protection Legislation in force from time to time;
"Proposal / Quote"	means the proposal / quote for the Services provided by the Consultant, as set out in Schedule 2;
"Purchase Order"	means the document prepared by the Council with details of items/services it wishes to purchase from the Consultant;
"Services"	means the work to be done and the other obligations of the Consultant as specified in this Contract, the Specification, the Proposal / Quote and all data, reports, drawings, designs, inventions, plans, programs and other material produced or acquired in the course of the performance of the work;
"Substitute"	means a suitably qualified substitute appointed by the Consultant to perform the Services on the Consultant's behalf; and
"Working Days"	means a day that is not a Saturday or Sunday, Christmas Day, Good Friday or any day that is a bank holiday.

1. Term

- 1.1 The Consultant shall provide the Services to the Council from 1st October 2025 unless and until this Contract is terminated by either party giving to the other not less than four (4) weeks' prior written notice or as otherwise provided in this Contract.

2. Duties

- 2.1 The Consultant shall use their best endeavours to promote the interests of the Council and, unless prevented by ill health or accident, devote at least One (1) day in each calendar week carrying out the following services for the Council:
- Planning consultations for minerals and waste developments as well as SCC own developments (Regulation 3 applications).
 - Biodiversity Net Gain planning consultations for Reigate and Banstead Borough Council (and other districts / boroughs should the need arise).
 - QA / review of planning consultations from ecologists in the team.
 - Technical support / advice to existing team members and other SCC teams.
 - Review of risk assessments, ecology reports produced by team.

- Ecology surveys and reporting may also be required (from time to time).

In addition to the above, there is likely to be opportunity to work on other aspects such as the enhanced biodiversity duty report (which is due in March 2026) and the council's BNG policy / strategy.

The consultant is required to ensure they keep up to date with key policy and legislative changes throughout the lifetime of the contract.

In addition to the above, there is likely to be opportunity to work on other aspects such as the enhanced biodiversity duty report (which is due in March 2026) and the council's BNG policy / strategy.

The consultant is required to ensure they keep up to date with key policy and legislative changes throughout the lifetime of the contract.

- 2.2 The Consultant must comply with any applicable statute or any delegated or subordinate legislation, any duly applicable guidance, code of practice, direction, judgment or determination with which the Council and/or the Consultant is bound to comply including the Council's rules, procedures, guidelines, policies, codes of practice, standing orders, financial regulations and standards from time to time
- 2.3 With the Council's prior written approval, the Consultant may appoint a suitably qualified substitute to perform the Services on the Consultant's behalf, provided that the substitute shall be required to enter into direct undertakings with the Council, including with regard to confidentiality. The Council will continue to pay the Consultant the fee as provided in clause 3.1 below and the Consultant shall be responsible for the remuneration of (and any expenses incurred by) the substitute. The Consultant will not be paid for any period during which neither the Consultant nor any substitute provides the Services. For the avoidance of doubt, the Consultant will continue to be subject to all duties and obligations under this Contract for the duration of the appointment of the substitute.
- 2.4 If a Substitute is appointed, the provisions relating to sub-processor obligations under clause **Error! Reference source not found.** will apply.
- 2.5 The Consultant shall ensure that it is available at all times on reasonable notice to provide such assistance or information as the Council may require.
- 2.6 The Consultant has no authority (and shall not hold itself out as having authority) to bind the Council, unless the Council have specifically permitted this in writing in advance.
- 2.7 [The Consultant must comply with:
 - 2.7.1 the Council's Counter Fraud Strategy and Framework may be in force from time to time;
 - 2.7.2 the Environmentally Sustainable Procurement Policy;
 - 2.7.3 the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
 - 2.7.4 the Public Sector Bodies (Websites and Mobile Applications) (No.2) Accessibility Regulations 2018; and
 - 2.7.5 all applicable labour, employment, anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015, not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or

conduct were carried out in the UK, include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this Clause and notify the Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract;

failure to do so may result in the immediate termination of this Contract.

- 2.8 The Consultant shall promptly provide all such information regarding the environmental impact of any Services supplied or used under the Contract as may reasonably be required by the Council to permit informed choices by end users.
- 2.9 The Consultant must not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence or a foreign tax evasion facilitation offence under the *Criminal Finances Act 2017*. Failure to do so may result in the immediate termination of this Contract.

3. Fees and expenses

- 3.1 The Contract Price for the Services is specified in Schedule 2. The Consultant shall be entitled to invoice the Council for the Contract Price in respect of provision of the Services following submission to and acceptance by the Council of the Deliverables and in accordance with the payment profile in Schedule 2.
- 3.2 [The Council shall reimburse all expenses as per the Specification document and as agreed with the council. Subject to production of appropriate evidence.
- 3.3 The Consultant shall submit invoices to the Council for the Contract Price in respect of the provision of the Services. All invoices submitted by the Consultant shall include clear details of the Services being invoiced for and shall show: a breakdown of time spent and work undertaken for which payment is claimed and the Contract Price for the same; the period to which the invoice relates; any VAT payable (to be clearly and separately identified); a valid purchase order number as issued by the Council; the Consultant's vendor/supplier number as set out in the purchase order issued by the Council; and the Consultant's full business name and address.
- 3.4 The Council shall pay the Contract Price for the Services by BACS (unless otherwise agreed in writing) within 30 days of receipt by the Council of a proper invoice following successful performance of the Services in accordance with the Purchase Order.
- 3.5 The Council shall advise the Consultant in writing of any discrepancy between the amount stated in the invoice and the amount properly due to the Consultant. The Consultant shall reissue the invoice showing the correct amount within seven (7) days of such notification.
- 3.6 The Council are entitled to deduct from any sums payable to the Consultant any sums that the Consultant may owe the Council at any time.

4. Other activities

- 4.1 The Consultant may be engaged, employed or concerned in any other business, trade, profession or other activity which does not place the Consultant in a conflict of interest with the Council.

5. Confidential information and Council property

- 5.1 The Consultant shall not use or disclose to any person either during or at any time after engagement by the Council any confidential information or about any other confidential matters which may come to the Consultant's knowledge in the course of providing the Services. For the purposes of this clause 5, Confidential Information means any information or matter which is not in the public domain and which relates to the affairs of the Council.
- 5.2 The restriction in clause 5.1 does not apply to:
- 5.2.1 any use or disclosure authorised by the Council or as required by law; or
 - 5.2.2 any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.
- 5.3 All documents, manuals, hardware and software provided for the Consultant's use by the Council, and any data or documents (including copies) produced, maintained or stored on the Council's computer systems or other electronic equipment (including mobile phones if provided by the Council), remain the property of the Council.

6. Intellectual property

- 6.1 The Consultant hereby assigns to the Council all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the Services for the Council. The Consultant agree promptly to execute all documents and do all acts as may, in the opinion of the Council, be necessary to give effect to this clause 6.
- 6.2 The Consultant hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which the Consultant has or will have in any existing or future works.
- 6.3 The Consultant shall procure that the provision of the Services shall not infringe any Intellectual Property Rights of any third party.
- 6.4 The Consultant shall indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and Council 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 such liabilities have resulted directly from the Council's failure properly to observe its obligations under this clause 6 (Intellectual Property).

7. Freedom of Information

- 7.1 The Consultant acknowledges that the Council is subject to obligations under the Information Laws and shall in all respects and at no additional cost to the Council co-operate promptly with the Council's reasonable requests to assist the Council in complying with its disclosure obligations under the Information Laws.
- 7.2 The Consultant shall ensure that it and any of its servants, employees, agents, or sub-contractors:

- 7.2.1 notify the Council in writing of all requests for information under the Information Laws that it receives as soon as practicable and in any event within two (2) working days of receiving such a request;
 - 7.2.2 upon reasonable request by the Council, provide the Council with a copy of all Information in its possession or power in a form that the Council requires within five (5) Working Days (or such other period that the Council may reasonably specify) of the Council's request; and
 - 7.2.3 provide all assistance as necessary and reasonably required by the Council to enable the Council to respond to any request for Information relating to this Contract within the time for compliance under the Information Laws.
- 7.3 The Consultant shall not respond directly to a request for Information unless it is expressly authorised to do so by the Council or is required to do so by law.
 - 7.4 Notwithstanding any other provisions of this Contract, the Council shall determine in its absolute discretion whether the Information is exempt from disclosure in accordance with the Information Laws.
 - 7.5 The Consultant acknowledges that the Council may, acting in accordance with the Department Of Constitutional Affairs' Code of Practice on The Discharge of the Functions of Public Authorities under the Freedom of Information Act 2000, be obliged to disclose information without consulting or obtaining consent from the Consultant, or despite having taken the Consultant's views into account.
 - 7.6 Subject to the Consultant's legal obligations (including under the Data Protection Legislation), the Consultant shall permit the Council access to all Information it holds under this Contract as reasonably required from time to time.

8. Insurance and liability

- 8.1 The Consultant shall have personal liability for and shall indemnify the Council for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant, or any substitute engaged under this Contract, of the terms of this Contract, including any negligent or reckless act, omission or default in the provision of the Services and shall maintain in force during the period of this Contract adequate insurance cover with reputable insurers acceptable to the Council.
- 8.2 The Consultant shall at its own cost take out and maintain with reputable insurers who are authorised by the Financial Conduct Authority to conduct insurance business or equivalent the following insurance policies (the "Insurance Policies"):
 - 8.2.1 throughout the period of the Contract, public liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any occurrence or series of occurrences arising out of each and every event;
 - 8.2.2 throughout the period of the Contract, employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any occurrence or series of occurrences arising out of each and every event; and

8.2.3 from the Commencement Date until the expiration of six (6) years from the termination of this Contract, professional indemnity/professional negligence insurance with a limit of cover of not less than one million pounds (£1,000,000) in relation to any occurrence or series of occurrences arising out of each and every event.

8.3 The Consultant shall on request supply to the Council for inspection documentary evidence that the Insurance Policies are properly in place, adequate and valid and evidence that the relevant premiums have been paid. [Such information shall be provided within three (3) Working Days of such request.]

8.4 The Consultant shall notify the insurers of the Insurance Policies of the Council's interest and shall cause the interest to be noted on the Insurance Policies.

8.5 The Consultant shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Consultant is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant shall notify the Council without delay.

9. Termination

9.1 The Council may at any time terminate the Contract with immediate effect with no liability to make any further payment to the Consultant (other than in respect of any accrued fees or expenses at the date of termination) if:

9.1.1 the Consultant is in material breach of any of obligations under this Contract; or

9.1.2 after notice in writing, the Consultant wilfully neglects to provide or fail to remedy any default in providing the Services.

9.2 Any delay by the Council in exercising its rights to terminate shall not constitute a waiver of those rights.

10. Obligations on termination

10.1 Any Council property in the Consultant's possession and any original or copy documents obtained by the Consultant in the course of providing the Services shall be returned to Ann Bailey Principal Ecology at any time on request and in any event on or before the termination of this Contract. Subject to the Council's data retention guidelines, the Consultant also undertake to irretrievably delete any information relating to the business of the Council stored on any magnetic or optical disk or memory, and all matter derived from such sources which is in the Consultant's possession or under the Consultant's control outside the premises of the Council. This obligation includes requiring any substitute to delete such data where applicable.

11. Status

11.1 The Consultant will be an independent contractor and nothing in this Contract shall render the Consultant an employee, worker, agent or partner of the Council and the Consultant shall not hold the Consultant itself out as such.

11.2 The Consultant shall be fully responsible for and indemnify the Council against any liability, assessment or claim for:

- 11.2.1 taxation whatsoever arising from or made in connection with the performance of the Services, where such recovery is not prohibited by law; and
- 11.2.2 any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any substitute against the Council arising out of or in connection with the provision of the Services, except where such claim is as a result of any act or omission of the Council.

11.3 The Council may satisfy such indemnity (in whole or in part) by way of deduction from any payment due to the Consultant.

12. Counterpart

12.1 This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate or original, but all the counterparts shall constitute the one agreement. Transmission of an executed counterpart of this Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Contract. If the method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible.

13. Variation and Notices

13.1 This Contract may only be varied in writing by mutual agreement of the parties.

13.2 Subject to clause 14.4 below, all notices and other communications in relation to this Contract shall be in writing and shall be deemed to have been duly given if personally delivered, e-mailed, or mailed (first class postage prepaid or recorded delivery) to the address of the relevant party, as notified in writing upon signing of this Contract, or as notified by a party from time to time.

13.3 If personally delivered or if e-mailed, all such communications shall be deemed to have been given when received (except that if received on a non-working day or after 5.00 pm on any working day they shall be deemed received on the next working day) and if mailed all such communications shall be deemed to have been given and received on the second working day following such mailing.

13.4 Termination notices, meaning a notice to enforce the terms of clause 10, may not be served by email, and therefore must be served personally, by first class mail, or by recorded delivery mail.

13.5 All notices must be served on the persons set out below, as may be amended from time to time by the parties in writing, email being an acceptable format, to be considered validly served:

Notices for service onto the Council shall be sent to:

Name, Job Title	Address	Email
Carolyn McKenzie, Director – Environment & Planning	Chobham Rd, Woking GU21 6JD	Carolyn.McKenzie@surreycc.gov.uk

Notices for service onto the Service Provider shall be sent to:

Name, Job Title	Address	Email
Felicity Andruszko, Technical Director – South East Ecology	Tetra Tech, 11th Floor, 1 Angel Court, London EC2R 7HJ tetratecheurope.com	felicity.andruszko@tetratech.com

14. Third party rights

- 14.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract and no person other than the Consultant and the Council shall have any rights under it. The terms of this Contract or any of them may be varied, amended or modified or this Contract may be suspended, cancelled or terminated by Contract in writing between the parties or this Contract may be rescinded (in each case), without the consent of any third party.

15. Governing law

- 15.1 This Contract 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.

16. Jurisdiction

- 16.1 The courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).

17. Additional/ Amended Clauses

- 17.1.1 Clause 8.2.1 amended *Notwithstanding anything to the contrary in this Contract, the Consultant's total liability under or in connection with this Agreement whether in contract (including any indemnity) or in tort, in negligence, for breach of statutory duty or otherwise (other than in respect of liability for personal injury or death or fraud) shall not exceed £1,000,000 (one million pounds) in the aggregate.*
- 17.1.2 Clause 8.1 amended to- Other than in respect of personal injury or death or fraud, neither party shall be liable to the other, whether in contract (including any indemnity), tort (including negligence) or restitution, or for breach of statutory duty, strict liability or misrepresentation, or otherwise, for (a) any loss of profits, loss of use, loss of goodwill, loss of revenue, loss of opportunity, incursion of financial charges or loss of contracts; and/or (b) any indirect or consequential losses or damages, whatsoever under or in connection with the Agreement.
- 17.1.3 Additional Clause- The Consultant warrants that it will carry out all of the Services with all reasonable skill, care and diligence to be expected of a competent professional experienced in providing services of a similar scope and complexity. Notwithstanding the foregoing, the Consultant shall not be deemed to have given any warranty of fitness for purpose in respect of the Services.
- 17.1.4 Clause 2.1 revised wording- The Consultant shall use their reasonable endeavours to promote the interests of the Council and, unless prevented by ill health or accident,

devote at least One (1) day in each calendar week carrying out the following services for the Council

- 17.1.5 *Addition to Clause 6 The Consultant shall not be liable for the use by any person of any such drawings or documents for any purpose other than that for which the same were prepared by or on behalf of the Consultant.*
- 17.1.6 *Clause 8.1 revised to cover- reasonably foreseeable, properly mitigated, and legally enforceable losses arising directly from the Consultant's negligence or breach of contract*
- 17.1.7 *Clause 8.2.3 Addition at the end of clause 8.2.3 "but in the aggregate in respect of mould, asbestos, pollution, fire safety and cladding".*
- 17.1.8 Clause 8.4 amended The Consultant's employer liability and public liability insurances will provide the Council with an indemnity to principal.

In witness whereof the parties hereto have executed this Contract as of the day and year first herein written:

SIGNED on behalf of the parties

For and on behalf of

SURREY COUNCIL

C McKenzie

.C.McKenzie.(Sep 30, 2025 16:34:59 GMT+1)

Name: Carolyn McKenzie

Position: Director-Environment and Planning

For and on behalf of

TETRA TECH LTD

RK Faiz

Rukhsana Faiz (Sep 30, 2025 12:54:20 GMT+1)

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Name: Rukhsana Faiz

Position: Managing Director - Environment, Sustainability & Planning, and Energy & Utilities Sector Lead

SCHEDULE 1 – SPECIFICATION

Specification of Requirement for the provision of Ecology Consultant – Surrey County Council July 2025

INTRODUCTION

Surrey County Council 'the Council' is seeking an experienced Ecology consultant who can bring their expertise in ecological matters for the Council's Natural Environment Team. The Consultant must be qualified with experience gained for at least 12 months at a Principal Ecologist grade level. The consultant should be a full member of Chartered Institute of Ecology and Environmental Management (CIEEM). However, the Council may require the services of a more senior ecologist should the need arise. This could be for a complex case, or additional services may be required by the Team which may require experience of a senior more experienced ecological expert.

Statement of Requirements



OVERVIEW – what it is that we require

- Planning consultations for minerals and waste developments as well as SCC own developments (Regulation 3 applications).
- Biodiversity Net Gain planning consultations for Reigate and Banstead Borough Council (and other districts / boroughs should the need arise).
- QA / review of planning consultations from ecologists in the team.
- Technical support / advice to existing team members and other SCC teams.
- Review of risk assessments, ecology reports produced by team.
- Ecology surveys and reporting may also be required (from time to time).

In addition to the above, there is likely to be opportunity to work on other aspects such as the enhanced biodiversity duty report (which is due in March 2026) and the council's BNG policy / strategy.

The consultant is required to ensure they keep up to date with key policy and legislative changes throughout the lifetime of the contract.

The Council is seeking a consultant who has experience providing similar services and can evidence how they have successfully developed and maintained, positive working relationships with customers and departmental overall outcomes. It is pivotal that the consultant is a team player and understands the importance of working in a proactive and collaborative manner with the existing Natural Environment Team and wider stakeholders and customers. Strong communication and customer focus is a priority. The consultant must demonstrate that they have excellent communication and engagement skills.

We will require the consultant to work a minimum of one day per week (up to three days in particularly busy periods). The Council's working week is 36 hrs (7.2 hr day) from Monday to Friday, excluding bank holidays with core hours of service between 10am-4pm. The Team works flexibly before and after the core hours to meet service demands. The Team works 1 (one) day in the office, most likely on Wednesdays from the Woking office (although flexibility is required to accommodate fieldwork and other office locations may be required). The consultant is required to adopt a similar pattern of work as the Team and as agreed by their contract manager. The volume of work is not guaranteed and can fluctuate during the lifetime of the contract.

The consultant will work closely with the existing team and would require the work to be delivered by the same person for the duration of the contract. To ensure business continuity, consistency in the approach and quality of work the Council requires continuity of service by the same consultant throughout the lifetime of the contract. An alternative qualified consultant with the same qualifications and experience may cover for periods of annual leave and sickness (if required).

CRITERIA - the factors that are relevant to this assignment

Periods of absence

The Contractor shall give the Council at least 3 weeks' notice (ideally more) for periods of absence for this contract.

IT / equipment

The council would provide the contracted consultant with a SCC laptop, and they would be set up with an SCC email for the duration of the contract. Access cards to offices would also be arranged.

Budget / Invoice Tracking

Invoices should be submitted monthly along with a time record / sheet evidencing time spent on each work item. Mileage (for travel to site meetings where required) will be paid at 0.45 pence per mile and should be calculated from the Woking office. Note, the council will not pay mileage expenses for travel to and from home to office.

Business continuity and contract exit

The contractor shall ensure business continuity plans are put in place for periods of absence long or short term. Service continuity must ensure same level; qualified and experience consultants are available to cover the work at principal grade level and higher level for complex cases.

The contractor shall ensure contract exit process is agreed and all actions relating to exit of the contract are completed prior to contract end date.

Performance Monitoring – how we will measure satisfactory performance

The following key performance indicators will be used for performance monitoring:

1. Submission of planning consultations within the timescales / deadlines provided. – **100%** achievement
2. Social value offer – **100%** achievement

KPI's will be reviewed regularly and at agreed times with the contract manager.

Customer satisfaction feedback – internal council teams will be asked for feedback on the quality of the advice received by the consultant. The feedback will be reviewed on at least a quarterly basis or earlier as agreed with the contract manager. Any improvements needed will be agreed with the consultant and plan reviewed regularly.

Social Value

1. SOCIAL VALUE

- 1.1. The Council has a diverse and broad number of communities, both rural and urban and the needs and priorities of each are sometimes different. Some areas have high levels of deprivation whilst others are more isolated and require a different need to be addressed. The Councils supply chain forms a vital part of the delivery of services and also accounts for a large % of the Councils budget. We therefore see Social Value as an important contributor to ensuring that the money we spend creates additional value and positively affects social, economic and environmental needs specifically to the county.
- 1.2. We have therefore, to aid bidders in directing and optimising their Social Value offer, provided information on key initiatives or organisations within the county relevant to this procurement.
- 1.3. Bidders' attention is drawn to the Councils priorities detailed in this Specification, to determine the Social Value proposals which most closely align with the objectives of this procurement and contract.
- 1.4. The Council's has produced their [Social Value Priority areas 2021 to 2026](#). It outlines how delivering social value in Surrey will maximise positive impact. We encourage bidders to familiarise themselves with the priority areas, along with the [Council's Social Value Policy](#).

CLARIFICATIONS

Clarification Question Number	Date	Tender Clarification Question from Suppliers (CQ)	Tender Response from the Council (TR)
CQ1	31/07/2025	The contract does not contain a limitation on liability. Limitations on overall liability are commonly agreed in consultancy services contracts, and contracts with uncapped liability both are off-market and contravene our company-wide governance requirements. We would expect our maximum potential liability to be a reasonable one, which recognises a proportionate relationship between our liability and the contract fee. <u>With this in mind, can you confirm the following clause can be inserted into the contract:</u> "Notwithstanding anything to the contrary in this Contract, the Consultant's total liability under or in connection with this Agreement whether in contract (including any indemnity) or in tort, in negligence, for breach of statutory duty or otherwise (other than in respect of liability for personal injury or death or fraud) shall not exceed £1,000,000 (	The Council will accept the proposed cap of £1m.

		one million pounds) in the aggregate."	
CQ2	31/07/2025	Exclusion of consequential and indirect loss - the contract does not contain an exclusion of indirect/consequential loss. Such an exclusion clause is commonly agreed in contracts for consultancy services <u>in order to help both parties to manage their liabilities</u>. Please can you confirm the following clause can be inserted: "Other than in respect of personal injury or death or fraud, neither party shall be liable to the other, whether in contract (including any indemnity), tort (including negligence) or restitution, or for breach of statutory duty, strict liability or misrepresentation, or otherwise, for (a) any loss of profits, loss of use, loss of goodwill, loss of revenue, loss of opportunity, incursion of financial charges or loss of contracts; and/or (b) any indirect or consequential losses or damages, whatsoever under or in connection with the Agreement."	Exclusion of consequential loss is acceptable, and the Council agrees with the revision.
CQ3	31/07/2025	Standard of care – the contract does not contain a reasonable clause setting out the standard of skill and care to be used in performing the services. To ensure our obligations to perform the services are kept within insurable standards, can a typical skill and care clause please be added to the contract: <i>"The Consultant hereby warrants that they will carry out <u>all of the Services</u> using all reasonable skill, care and diligence. Notwithstanding the generality of anything else in this Contract, the Consultant shall not be deemed to have given any fitness for</i>	Councils Response: We would agree to the following: "The Consultant warrants that it will carry out <u>all of the Services</u> with all reasonable skill, care and diligence to be expected of a competent professional experienced in providing services of a similar scope and complexity. Notwithstanding the foregoing, the Consultant shall not be deemed to

		<i>purpose <u>warranty</u>, or be held to any standard of fitness for purpose, in respect of the carrying out of the Services."</i>	have given any warranty of fitness for purpose in respect of the Services."
CQ4		Clause 2.1 In the first line, please could 'best' before 'endeavours' be deleted and replaced with 'reasonable'?	Replacing "best endeavours" with "reasonable endeavours" is acceptable.
CQ5		Clause 2.1 We note that we are required to devote at least one day a week carrying out the services, could you please confirm whether this is a one-person day?	Yes.
CQ6		Clause 2.2 This clause contains a wide obligation to comply with a broad range of rules/regulations. Could this please be restricted to any 'relevant' rules/regulations/policies and any specific Council rules are specified?	The Clause s2.2 in the Contract states 'applicable' and not 'broad' so the clause will remain as it is.
CQ7		Clause 2.3 – We do not require our staff to <u>enter into</u> direct undertakings – the undertakings are given by *supplier* on behalf of all staff. Please could this clause be amended to reflect this?	The Contract will be signed by the consultants. organisation and not the individual member of staff. In addition to this please refer to 'The definitions and rules of interpretations' of <u>Consultants</u> on page 5. Clause 2.3 does not impose direct undertakings on all staff, only on substitutes appointed under that clause.
CQ8		Clause 4.1 – Please can you insert 'in relation to the Services' at the end of this clause?	The whole contract is in relation to this service and therefore the Council does not see it is necessary to amend the clause.

			The current wording provides appropriate flexibility for the Consultant to engage in other activities, provided there is no conflict of interest with the Council. Any engagement will directly relate to the subject matter of the contract. Narrowing the clause to apply only "in relation to the Services" could unduly limit our ability to address broader conflicts that may affect the Consultant's impartiality, influence, or competing duties.
CQ9		Clause 7 – Please can the following standard IP wording be inserted into this clause: <i>"The Consultant shall not be liable for the use by any person of any such drawings or documents for any purpose other than that for which the same were prepared by or on behalf of the Consultant."</i>	The proposed addition to Clause 7 is accepted.
CQ10		Clause 9.1 – This clause contains a wide indemnity for any losses suffered by the Council. Wide indemnities of this nature are onerous, off-market for professional consultants and the losses the Council could claim under the indemnity will unlikely be covered by our indemnity insurance. Please can references to "personal liability" be deleted as this is not appropriate? To ensure that the Contract's indemnities are insurable, please can you confirm amendments can be made to the clause so that the indemnity will only apply to "legally enforceable and properly mitigated" losses which have been "directly suffered due to the Consultant's negligence."?	The Council proposes the clause is amended as below. 9.1 to cover <i>"reasonably foreseeable, properly mitigated, and legally enforceable losses arising directly from the Consultant's negligence or breach of contract."</i> This strikes a fair balance between protecting the Council and keeping the indemnity insurable.
CQ11		Clause 9.2.3 – Our professional indemnity insurance is on <u>an each and</u>	All insurers limit cover under all policies where

		<u>every</u> claim basis but in the aggregate for claims relating to mould, asbestos, pollution, fire safety and cladding. Could this clause please be amended to reflect this?	mould, asbestos, pollution, fire safety and cladding are concerned. Therefore, the Council accepts that insurers have limited this to an aggregate basis. The Council will accept on the basis that the provider has stated required limit of liability under the PI policy if awarded the contract.
CQ12		Clause 9.4 – This clause requires the Consultant to name the Council on its insurance policies. As we have a <u>large number of clients</u> we are unable to name individual clients on our insurance policies. <u>Instead</u> our employer liability and public liability insurances provide an indemnity to principal, which is a standard market position. Other parties cannot be named on or be indemnified under our PI policy. Therefore, can you confirm if this clause can be amended to state the Consultant's employer liability and public liability insurances will provide the Council with an indemnity to principal?	The explanation and amendment <u>is</u> acceptable.
CQ13		Clause10 – This clause does not enable us to terminate for non-payment. In line with market standard, please could you include an appropriate right to terminate in the event of a non-payment which is not remedied within a reasonable notice period.	The Council's standard position is to manage payment disputes through existing processes, including clear payment terms. This, alongside any existing remedies under the contract, provide sufficient protection without the need for a termination right specifically for non-payment.

SCHEDULE 2 – PRICING

PRICING SCHEDULE GUIDANCE									
Prices should be exclusive of VAT. Value Added Tax will be paid, if applicable, at the prevailing rate of the day. All subcontractors and suppliers used in the delivery of this contract by the Supplier should be offered equivalent or better terms for payment. Payments will be made to the successful Supplier at the agreed rates, in GB pounds sterling, which are fixed prices and will not vary according to the situation and circumstances, unless agreed by the Council or its Authorised Officer. Your organisation must be able to send and receive invoices and payment electronically. No price variations shall be implemented by the Supplier without the written acceptance of such variations by the Council. Changes to the Price will only become effective when agreed and accepted in writing by the Council's Authorised Officer. The Council's standard payment terms are 30 days from receipt of a valid invoice. In accordance with PA 2023, Suppliers must also include a maximum of 30 days payment terms in any sub-contracts which wholly or substantially contribute to the performance of this public contract.									

PRICE SCHEDULE FOR ECOLOGY CONSULTANT

Price based on 30%

ALL RATES MUST BE INCLUSIVE ALL EXPENSES (EXC. MILEAGE SEE SPECIFICATION FOR DETAILS). All rates must be excluding VAT. The lowest total price submission for Day Rate will receive maximum marks.

Grade of Ecologist	DAY RATE (7.2 hr day)
Principal Ecologist	£650.00
Total	£650.00

INFORMATION ONLY HOURLY RATE- This is mandatory and will not be evaluated

ALL RATES MUST BE INCLUSIVE ALL EXPENSES (EXC. MILEAGE) All rates must be excluding VAT

Grade of Ecologist	HOURLY RATE
Principal Ecologist	£90.00
Associate Ecologist	£105.00
Associate Director	£117.00

SCHEDULE 3 - DATA PROCESSING ACTIVITIES- NOT USED

1.1 Personal Data

Please:

- Consultant to complete this schedule by putting a tick against those categories of personal data which apply to the data being processed by the Consultant; and
- adding further categories of personal data under the column 'Other', if applicable

Type of personal data being processed under this Contract	Please tick where applicable
Name	
Contact details	
Bank details	
Identification number	
Location data	
Online identifier (email / IP address)	
Other (Please insert details)	

1.2 Special Category Data

Please tick any of the boxes which apply to any of the personal data being processed by the Consultant:

Type of Special Category Data	Please tick if applicable:
Race (data which identifies the race of the data subject, including the data subject's image)	

Ethnic origin (data which identifies the ethnic background of the individual, including the data subject's image)	
Political opinions (data which identifies the political opinion of the data subject)	
Religion (data which lists the religious beliefs of the data subject)	
Trade Union Membership (data which lists the TU membership of the data subject)	
Genetics (data relating to the genetics of the data subject)	
Biometrics (Biometric data, where used for ID purposes)	
Health (records relating to a data subject's physical or mental health)	
Sexuality (data relating to whether the data subject is gay or straight)	

Criminal Offence Data	Please tick if applicable:
Data relating to allegations against the data subject	
Data relating to proceedings against/involving the data subject	
Data relating to convictions against the data subject	

1.3 Data Subjects

Categories of Data Subjects	Please tick if applicable:
Council service-users	
Council service-users' next of kin	
Council employees	

Council employees' next of kin	
Other (Please insert details)	

1.4 What data processing will take place?

Please tick all boxes relevant to the Consultant's processing of Personal Data:

Processing Operations	Please tick if applicable:
Using data provided by the Councils	
Collecting new data from Data Subjects	
Transforming data by adding new data collected from service users to data provided by the council	
Sharing data with anyone other than the Council	
Erasure or destruction of personal data	
Other	(Please insert details)

1.5 Where will the Consultant's processing of the Personal Data take place?

Location of Processing Operations	Please tick if applicable:
UK	
European Economic Area and/or those countries which have been approved by the European Commission from time to time as having adequate protections for individuals' rights and freedoms for their personal data	
Outside EEA (European Economic Area)	

1.6 The Consultant's permitted sub-Contractors: Please complete table:

Identity of Consultant's permitted sub-contractors, if applicable	<i>[Insert details of all permitted sub-contractors, including full legal name, registered address and location where processing of Personal Data will occur and a description of the processing operations undertaken by each sub-contractor. Please note that you are not permitted to engage any sub-contractors to process any personal or special category data without prior written approval of the Councils.]</i>
Purposes for the processing of the data:	
Duration of the processing of Personal Data by Sub-Contractor:	

2. SCC- Ecology Consultant- Final Draft Contract

Final Audit Report

2025-09-30

Created:	2025-09-30
By:	kyrah Stean (Kyrah.Stean@eastsussex.gov.uk)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7PBm7DaaHhTSbBa3aYPy84DL90qLWamo

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