



SAMPLE

## Contract for Services

Agreed between **Full Name**  
and the Forestry Commission

**MEMORANDUM OF AGREEMENT  
FOR THE PROVISION OF CONSULTANCY SERVICES**

- PARTIES**
- I. By this agreement between  
The Forestry Commission of 620 Bristol Business Park,  
Coldharbour Lane, Bristol BS16 1EJ (hereinafter called 'the  
Commission')  
And  
Full Name  
Company  
Address  
  
(hereinafter called 'the Consultant')  
the Consultant agrees to provide the services ('the Services')  
described in Part 1 of the Schedule to this agreement subject to the  
conditions attached hereto.
- FEES**
- II. In consideration of the Services the Commission agrees to pay to  
the Consultant the fees specified in Part 2 of the Schedule to this  
agreement.
- DURATION OF  
AGREEMENT**
- III. The Services can be delivered and fees claimed between the date  
this agreement is signed by the Commission and the contract expiry  
date of 31 March 2014.
- CHOICE OF  
LAW**
- IV. This agreement shall be governed and construed in all respects in  
accordance with the law of England and Wales.

## CONDITIONS FOR THE PROVISION OF CONSULTANCY SERVICES

- ESSENCE** 1 Time is the essence in this contract. The time that the delivery of the Services takes must be as short as is reasonably possible. The Consultant's attention to this primary requirement of the Services is expected.
- PROGRESS REPORTS** 2 The Commission shall be entitled to review the progress of the Services from time to time.
- 3 The Consultant shall issue interim reports where such reports are requested by, or would in the opinion of the Consultant be useful to, the Commission.
- 4 The Consultant shall provide the Commission with all information together with all data in the Consultant's possession relating to the Services.
- 5 On or before the expiry date specified in this agreement the Consultant shall provide the Commission with a full report on the Services and work carried out by the Consultant under this agreement, prepared, written and presented in such form as the Commission may specify, together with a clear and concise summary of the report and such number of copies of the report and summary as the Commission may reasonably specify.
- CONTRACTOR'S PERSONNEL** 6
- a. The Contractor will act in a professional manner at all times to maintain or enhance the Commission's reputation and standing.
- b. The Commission reserves the right under the Contract to refuse to admit to any premises occupied by or on behalf of the Crown any person employed or engaged by the Consultant, or by a sub-contractor, whose admission would be, in the opinion of the Commission, undesirable.
- c. If and when directed by the Commission, the Consultant shall provide a list of names of all persons who it is expected may require admission in connection with the performance of the Contract, to any premises occupied by or behalf of the Crown, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Commission may reasonably require.
- d. The Consultant's representatives, engaged within the boundaries of a Government establishment, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at that establishment and when outside that establishment as such rules, regulations and requirements are notified to them from time to time.
- KEY PERSONNEL** 7 Key personnel shall not be released from providing the Services and Deliverables for any reason without the agreement of the Commission, with exceptions for sickness, termination of employment and other extenuating circumstances. Such agreement shall not be unreasonably withheld. Any replacement to the Key Personnel shall be;
- (i) of at least equal status and experience to the Key Personnel being replaced and;
- (ii) appropriate for the responsibilities of that person in relation to the Services and;
- (iii) subject to the approval of the Commission (such approval not to be unreasonably withheld or delayed) and;
- (iv) the transfer to the new Key Personnel shall include a transfer period of sufficient duration to allow for the transfer of know-how and skills from the old to the new Key Personnel.

- HEALTH AND SAFETY** 8 The Consultant and their associates, employees and subcontractors shall at all times comply with all Employment Law. This includes all European Community, national or local laws, regulations, codes of practice, guidance notes and the like issued by statutory bodies or FASTCo in the United Kingdom each as in existence or formally proposed at the date hereof and any statute, regulation, statutory instrument or legislative provision which amends, extends, consolidates or replaces from time to time (or shall have done so) and any other regulation, statutory instrument or subordinate legislation made there under or pursuant thereto concerning the health, safety, training and competence of any person engaged in work for the Forestry Commission.
- MEETINGS** 9 The Consultant shall at the request of the Commission attend and participate in discussions relating to the Services.
- PUBLICATION** 10 The Commission shall have the sole right to publish, after discussion with the Consultant, the results of any work done under this agreement with an appropriate acknowledgement of work or material contributed by the Consultant.
- COPYRIGHT AND PROPERTY IN INFORMATION** 11 Copyright and every other property right in all reports, documents and things produced pursuant to this agreement shall be vested as to copyright in the Crown, and as to every other property right in the Commission, and the Consultant warrants to the Commission that any associates, employees and subcontractors are and will be employed or engaged in relation to this agreement on terms which do not entitle any of them to copyright or any other right in any such report, document or thing. The Consultant hereby assigns copyright in every such report and document to the Crown.
- 12 Nothing in this agreement or done hereunder shall or shall be taken to diminish any Crown copyright, patent rights or rights to any other intellectual or industrial property which would apart from this agreement vest in the Crown.
- DISCLOSURE OF INFORMATION AND SAFEGUARDING OF DOCUMENTS** 13 The Consultant may retain copies of the information collected pursuant to this agreement but shall not disclose any of that information to third parties without the consent of the Commission given in writing to such disclosure and the Consultant shall use the information for the purposes of this agreement only.
- 14 Information relating to the Services or obtained in the course of work performed under this agreement may be communicated to such persons only and to such extent only as shall be necessary for the purposes of the Services unless prior consent in writing has been obtained from the Commission to the communication of such information to other persons.
- 15 The Consultant shall use his best endeavours to safeguard from loss or damage every document or thing supplied by or obtained from the Commission or otherwise from the Crown for the purposes of this agreement and to protect every such document or thing from unauthorised disclosure or copying, and shall forthwith upon termination or expiry of this agreement or earlier if the Commission shall request return to the Commission in good and usable condition every such document or thing.
- 16 The Consultant shall keep confidential the substance of any report, test, recommendation or advice the Consultant may give to the Commission in connection with this agreement.
- 17 The obligation of confidence shall survive the expiration or termination of this agreement.



- 25 The Commission may terminate this agreement where the Consultant is affected by any of the following:-

bankruptcy, insolvency, imprisonment, receivership, administration, compounding with creditors, winding up, amalgamation, take-over or absence for three months by illness or incapacity provided that in the case of illness of the Consultant the Commission may instead of terminating, suspend the rights of the Consultant hereunder until further notice.

- 26 Upon termination the Consultant shall deliver to the Commission all papers, drawings and other material in which the Commission has exclusive rights by virtue hereof or of any work done by the Consultant on behalf of the Commission.

**ARBITRATION**

- 27 All disputes, differences or questions between the parties to this agreement with respect to any matter or thing arising out of or relating to this agreement, other than a matter or thing as to which the decision of the Commission is by this agreement expressed to be final and conclusive, shall after 14 days written notice by either party to the agreement to the other of them be referred in writing to a single arbiter agreed for the purpose or in default of such agreement to be appointed at the request of either party by the President of the Law Society and such reference shall be deemed to be a submission to arbitration under the Arbitration Act 1996 or any statutory modification or re-enactment thereof.

**NOTICES**

- 28 Any notice required to be given under the agreement shall be sent by pre-paid recorded delivery post to the Commission or the Consultant as appropriate at the address stated at the head of the Memorandum of Agreement.

**DEFINITION**

- 29 In these conditions the expression 'Consultant' shall include the representatives, associates, employees, agents of, and all others acting under or on behalf of the Consultant.

**Parties to this Contract and its Schedule**

<b>Consultant</b>	
Consultant Signature	.....
Print Name:	.....
Date:	.....

Please tick this box if you DO NOT wish for your name and contact details to be included on the list of Authorised Agents held on the Forestry Commission website

<b>Forestry Commission Use Only</b>	
Signature:	.....
Print Name :	.....
Role:	.....
Date:	.....

**SCHEDULE - PART 1 (The Services)**

**Description of the Services**

To provide, on request, professional advisory, contract management and wood marketing services to landowners who have been served with a **Statutory Plant Health Notice (SPHN)** under the Plant Health (Forestry) Order 2005. The services are to be delivered on one of three levels according to the needs and wishes of the landowner, as set out in the schedules. The services will only be applied once to each SPHN.

- 1. (a) **Principal Consultant**  
(NAME OF INDIVIDUAL,  
NOT COMPANY) \_\_\_\_\_
  
- 2. (a) **Company Name** \_\_\_\_\_  
(IF APPLICABLE)
  
- (b) **Office Address** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_
  
- (c) **Contact Details**  
**Telephone:** \_\_\_\_\_ **Mobile:** \_\_\_\_\_  
**Fax:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

3. **Commission’s Representative**  
Head of Sustainable Forest Management, FC England is the Commission’s representative in this Contract.

4. **The Services and the Outputs to be provided**

**General Conduct**

In providing the Services the consultant will at all times act professionally and in the interests of the landowner to ensure in so far as is reasonably practicable, value for money and efficient and safe working. Failure to do so may result in this contract being terminated and payment withheld.

**Additional work and fees or charges**

The Consultant may agree additional services and further professional fees or charges with the landowner provided this does not compromise the quality and speed of delivery of the Services. Additional work so agreed will not be governed by this contract.

**Level 1: The Advisory Services**

Upon receiving a request for **Advisory Services** from a landowner who has been served a SPHN, the Consultant will immediately contact the Forestry Commission England Plant Health Team, quoting the reference number of the SPHN and site name, on **0117 906 6000** or by email to **plant\_health\_england@forestry.gsi.gov.uk**, to confirm that this contract can apply to the landowner concerned.

If confirmed, the Consultant can continue with arrangements to meet the landowner to provide the **Advisory Services**.

The **Advisory Services** must include advice on the following:

- The substance of this contractual arrangement between the Consultant and the Commission and a full description of the three levels of service provision and the fees payable to the Consultant for each service level.
- The full requirements of the SPHN and particularly the need to meet the Compliance Date for clearance and the legal consequences of failing to comply with the SPHN.
- The support funding payments currently available and whether they would be applicable to the SPHN area, including the current grant rates available for restocking sites affected by *Phytophthora* and rhododendron clearance where present.
- The realistic options for delivering the requirements of the SPHN and the likely costs to the landowner.
- The requirement for a licence to move affected timber products from the site to a processing facility and biosecurity measures required.
- The compliance with other legislation that may apply to the site.

Once the **Advisory Services** have been delivered the landowner may decide not to instruct the Consultant to undertake further services and the Services will conclude. The Consultant will report this decision to the Plant Health Team and claim the appropriate fee set out in the Schedule - Part 2 by submitting an invoice. The Consultant must include with the invoice a Confirmation of Services form, signed by the person on whom the SPHN was served, confirming the **Advisory Services** have been delivered in full. The Commission may seek to verify delivery of the **Advisory Services** with the landowner before authorising payment of the fees.

#### **Level 2: The Compliance Services**

If the landowner decides to retain the Consultant to organise the **minimum** requirements of the SPHN he can instruct the Consultant to deliver **Compliance Services**. The Consultant will then complete the following services, known as **Compliance Services**, before the compliance date specified in the SPHN:

- Agree with the landowner in writing, before work commences, the costs of work required in the SPHN.
- Source and establish contracts with competent and trained personnel to undertake the work as defined in the SPHN.
- Supervise the contract(s) for work agreed with landowner ensuring compliance with relevant Health and Safety and environmental legislation and biosecurity measures.
- Assist the landowner to claim any appropriate support payment(s).

The Commission **will not** pay fees for **Compliance Services** if they are **not fully** completed by the **Compliance Date** specified in the SPHN. The Consultant is responsible for contacting the Plant Health Inspector who issued the SPHN if it is likely that the requirements of the SPHN will not be fully completed by the Compliance Date. The Plant Health Inspector, at his sole discretion, may agree to an extension to the Compliance Date provided this does not increase the risk of disease spread and the landowner can provide evidence at that point, of sufficient progress and commitment to action defined in the SPHN. The Plant Health Inspector will determine whether this evidence represents sufficient progress and commitment and the judgement of the Plant Health Inspector will be final in these circumstances.

If the landowner wishes to complete only the work required by the SPHN, the Services will be concluded upon completion of the **Compliance Services**. At this point, the Consultant will report this to the Plant Health Team and claim the appropriate fee set out in the Schedule - Part 2 by submitting an invoice. The Consultant must include with the invoice a Confirmation of Services form, signed by the person on whom the SPHN was served, confirming the **Compliance Services** have been delivered in full. The Commission may seek to verify compliance with the SPHN before authorising payment of the fees.

**Level 3: The Harvesting and Marketing Services**

If the landowner wishes to recover marketable produce from the trees felled as a requirement of a SPHN he can instruct the Consultant to deliver **Harvesting and Marketing Services**. The Services will continue and the Consultant will then deliver the following **additional services**, known as **Harvesting and Marketing Services**:

- Agree with the landowner in writing, before work commences, a specification and costs for the additional work.
- Discuss options for marketing the timber products recovered from the SPHN area, the likely income for those products and seek to maximise the income returned to the landowner.
- Source and establish contracts with competent and trained personnel to undertake the work agreed with landowner.
- Supervise the contract(s) for work including ensuring compliance with relevant Health and Safety and environmental legislation and biosecurity measures.
- Obtain all appropriate Movement Licences before timber products are moved from the SPHN area.
- Chase timely payments for timber products on behalf of the landowner.

The **Harvesting and Marketing Services** will conclude once the landowner has received all monies due to them from the sale of timber products from the SPHN area. After compliance with the SPHN the Consultant will report the outcome to the Plant Health Team and claim the appropriate fee set out in the Schedule - Part 2 by submitting an invoice. The Consultant must include with the invoice a Confirmation of Services form, signed by the person on whom the SPHN was served, confirming the **Harvesting and Marketing Services** have been or will be delivered. The Commission may seek to verify compliance with the SPHN before authorising payment of the fees.

**5. Fees and Expenses**

The Fees will be as set out in the Schedule - Part 2 to this contract. Travel expenses and all other incidental costs, taxes, out of pocket expenses or extraordinary costs are fully included within the Fees.

**6. Timing**

**It is vitally important that the time between the advisory visit and cutting of the trees under Notice is as short as possible.** Delivering the requirements of the SPHN will be the primary objective of the Services in this contract and must not be compromised by secondary issues that are not requirements of the SPHN (e.g. protracted negotiation of prices or product specifications with authorised processing facilities). The Consultant's attention to this primary requirement of the Services is expected.

**This contract will remain in force until 31 March 2014.** The Commission will only pay invoices after this date at their sole discretion.

**SCHEDULE - PART 2 (The Fees)**

1. On each occasion where the Consultant is properly engaged to provide the Services by an eligible landowner, the Commission will pay to the Consultant one of the set fees as follows:

Level 1:	Advisory Services only	£200
Levels 1 and 2:	Advisory and the Compliance Services	£500
Levels 1, 2 and 3:	Advisory, Compliance and Harvesting and Marketing Services	£1000

The set fees include VAT at the rate current at the time the Service is provided.

2. The Consultant will raise invoices for the fees and present them at the appropriate times as specified in the Schedule - Part 1 to:

**Plant Health Team  
Forestry Commission England  
620 Bristol Business Park  
Coldharbour Lane  
Bristol  
BS16 1EJ**

Tel **0117 906 6000**  
Email **plant\_health\_england@forestry.gsi.gov.uk**

3. Each invoice will include details of the level of Services provided, the SPHN number, name of the site and the landowner of the SPHN area and a statement and signature from the person on whom the SPHN was served that the Services claimed have been completed in full.
4. Invoices will not be paid if the Forestry Commission Bristol address, as shown above, is not quoted on the invoice.
5. The Consultant will include with the invoice a Confirmation of Services form, signed by the person on whom the SPHN was served, confirming the Services have been delivered in full.
6. Subject to the Commission's receipt of the Invoice, Confirmation of Services and agreement that the work has been completed satisfactorily, the Commission will arrange for payment of the invoice on immediate terms.

Note that payments may only be made by BACS. This form is not part of the contract. Please provide us with your bank details, sign and print your name and return this page to us with your signed contract.

## Application form for payment by BACS

Company Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Postcode:

\_\_\_\_\_

### Bank/Building Society Details

Sort Code:

\_\_\_\_\_

Account Number:

\_\_\_\_\_

Bank Name

\_\_\_\_\_

Bank Address:

\_\_\_\_\_

\_\_\_\_\_

Postcode:

\_\_\_\_\_

### Remittance Advice Details

E-mail address:

\_\_\_\_\_

Fax number:

\_\_\_\_\_

E-mail address for receipt of remit (if different) \_\_\_\_\_

Name (signed) \_\_\_\_\_

Name (printed) \_\_\_\_\_ Date \_\_\_\_\_

SAMPLE