



Contract for Services

Issued to (name here) on behalf of the
Forestry Commission

Contract reference: A10/?

Date of issue: 00 – Month - Year

**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
[NAME & 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.
- CHARGES** II. In consideration of the Services the Commission agrees to pay to
the Consultant the charges specified in Part 2 of the Schedule to
this agreement.
- DURATION OF
AGREEMENT** III. The Services shall commence on 16 June 2010 and the date for
completion of the Services shall be 31 December 2010.
- CHOICE OF
LAW** IV. This agreement shall be governed and construed in all respects in
accordance with the law of England and Wales.

Signed: _____
(for and on behalf of the Commission)

Full name: _____
(Block letters)

Date: _____

Signed: _____
(for and on behalf of the Consultant)

Full name: _____
(Block letters)

Date: _____

CONDITIONS FOR THE PROVISION OF CONSULTANCY SERVICES

- | | | |
|-------------------------------|---|---|
| PROGRESS REPORTS | 1 | The Commission shall be entitled to review the progress of the Services from time to time. |
| | 2 | 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. |
| | 3 | The Consultant shall provide the Commission with all information together with all data in the Consultant's possession relating to the Services. |
| | 4 | On or before the completion 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 | 5 | <p>a. The Contractor will act in a professional manner at all times to maintain or enhance the Commission's reputation and standing.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| KEY PERSONNEL | 6 | <p>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;</p> <p>(i) of at least equal status and experience to the Key Personnel being replaced and;</p> <p>(ii) appropriate for the responsibilities of that person in relation to the Services and;</p> <p>(iii) subject to the approval of the Commission (such approval not to be unreasonably withheld or delayed) and;</p> <p>(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.</p> |

- HEALTH AND SAFETY** 7 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 thereunder or pursuant thereto concerning the health, safety, training and competence of any person engaged in work for the Forestry Commission.
- MEETINGS** 8 The Consultant shall at the request of the Commission attend and participate in discussions relating to the Services.
- PUBLICATION** 9 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** 10 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.
- 11 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** 12 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.
- 13 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.
- 14 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.
- 15 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.
- 16 The obligation of confidence shall survive the expiration or termination of this agreement.

- PAYMENTS** 17 Payments to the Consultant shall be made in such manner and at such intervals as agreed by the Commission and the Consultant.
- 18 Before payment can be made by the Commission, the Consultant shall submit to the Commission invoices in such form and manner and at such intervals as the Commission may specify and shall be accompanied by such details and documentary evidence as the Commission may reasonably require.
- ASSIGNATION** 19 The Consultant shall not assign or sub-contract any of the Consultant's rights or duties under this agreement without the prior consent in writing of the Commission.
- REWARDS** 20 The Consultant shall not offer any reward, perquisite, or emolument whatsoever to any person in the employment of the Commission.
- INDEMNITY AND INSURANCE** 21 a. The Consultant shall indemnify and keep indemnified the Commission from and against all loss, damage or liability (whether criminal or civil) suffered and any legal fees and costs incurred by the Commission resulting from a breach of this agreement by the Consultant including any act, neglect or default of the Consultant. To this end the Consultant will carry adequate third party liability insurance together with professional indemnity insurance to a minimum of £250,000 for himself/herself and for each associate and employee involved in providing the Services and will ensure that any sub-contractor he/she engages is similarly covered. The Consultant shall, if so requested, satisfy the Commission that he/she has insured.
- b. In addition the Consultant represents that he/she is regarded by both the Inland Revenue and the Department of Social Security as self employed and accordingly shall indemnify, so far as is allowed by law, the Commission against any tax, National Insurance Contributions, or similar impost for which the Commission may become liable in respect of the Consultant by reason of this contract.
- AUDIT** 22 The Consultant will, on request, make available to officers of the Commission, National Audit Office, or Commission for the European Communities, all documentation in their possession relating to this contract for the purpose of any examination pursuant to Section 6(1) of the National Audit Act 1983 or any re-enactment thereof. To be satisfied of the economy, efficiency and effectiveness with which the Commission has used its resources, the Comptroller and Auditor General may examine such documents as he may reasonably require which are owned, held or otherwise within the control of the Consultant and may require the Consultant to provide such oral and/or written explanations as he considers necessary. It is hereby declared that the carrying out of an examination under Section 6(3)(d) of the National Audit Act 1983 or any re-enactment thereof in relation to the Consultant is not a function exercisable under this clause.
- TERMINATION** 23 a. If the Consultant commits a breach of condition number 20 the Commission shall have the right to terminate the agreement forthwith on giving written intimation to the Consultant to this effect and any termination shall be without prejudice to any other rights or remedies open to the Commission under the agreement or otherwise.
- b. If the Consultant commits a breach of a serious nature of any other term or condition of the agreement, the Commission shall have the right by written notice to require the Consultant to remedy the matter within 30 days and if the matter complained of is not so remedied, the Commission shall have the right to terminate the agreement forthwith. Any termination shall be without prejudice to any other rights or remedies open to the Commission under the agreement or otherwise.

- 24 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 3 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.

- 25 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

- 26 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

- 27 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

- 28 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.

SCHEDULE - PART 1 (The Services)**Description of the Services**

To provide, on request, professional advisory, contract management and wood marketing services to landowners that have been served with Statutory Notices under the Plant Health Act to fell or otherwise kill growing trees. The services are to be delivered on a tiered basis according to the needs and wishes of the landowners, as set out in the schedule. The services may only to be applied once to each Notice issued.

1. (a) Principal Consultant**2. (a) Company Name****(b) Office Address****(c) Contact Details**

| | | |
|------------------|---|----------------|
| Telephone | : | Mobile: |
| Fax | : | |
| Email | : | |

3. Commission's Representative

Bruce Rothnie is the Commissions 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 as far as is reasonably possible, 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 or associated work and further professional fees or charges with the landowner. These will not be governed by this contract.

A. The Advisory Services

Upon receiving a request for advice from a landowners who has been served a Notice, the Consultant will immediately check with DANIEL ENGLAND, on 01626 892862 or daniel.england@forestry.gsi.gov.uk to confirm that this contract will apply to that landowner.

If confirmed the Consultant will contact the landowner within the same or next working day to arrange to visit.

The consultant will visit the landowner within three working days and provide them with advice and information covering...

- The substance of this contractual arrangement between the Consultant and the Commission.
- The requirements of the statutory notice.
- The clearance payments, what they are and what they apply to.
- The realistic options for undertaking the work and the likely costs to the landowner.

If at that point the landowner decides to comply with the Notice and seek any clearance payment on his own, the Consultant will report to the outcome to DANIEL ENGLAND and claim the appropriate fee set out in the Schedule - Part 2.

B. The Compliance Services

If the landowner decides to retain the Consultant to organise the clearance work the Services will continue and the Consultant will provide the following additional services as quickly as possible...

- The sourcing and contracting of competent and trained resource to undertake the work.
- Agreeing costs, in writing, with the landowner before work takes place.
- Supervision of the work including ensuring that Health and Safety measures are met.
- Assistance to the landowner to claim any appropriate clearance payment.

If clearance is all that is required or all that the landowner wishes to do the Services will be completed upon completion of the work. At this time the Consultant will report to the outcome to DANIEL ENGLAND and claim the appropriate fee set out in the Schedule - Part 2.

C. The Harvesting Services

Where the trees to be cut and their location represent an opportunity to recover marketable produce the landowner may decide to do this. In this case the Services will continue and the Consultant will provide the following additional services...

- The application for any felling licence if other trees are to be included to make the work more economic or feasible
- The sourcing and contracting of competent and trained resource to undertake the work.
- Agreeing costs, in writing, with the landowner before work takes place.
- Supervision of the work including ensuring that Health and Safety measures are met.
- The measuring and marketing of produce
- Organising haulage and secure despatch
- Chasing timely payment to the landowner

Once the landowner has received any monies due to them the Services will be completed. At this time the Consultant will report to the outcome to DANIEL ENGLAND and claim the appropriate fee set out in the Schedule - Part 2.

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 and any other extraordinary costs are deemed to be fully covered by 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. The Consultant's swift attention to this primary requirement of the Services is expected.

The services and the payment of fees must be concluded no later than 31 December 2010. The Commission will only pay invoices after this date at their sole discretion.

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| SCHEDULE - PART 2 (The Charges) |
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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...

| | |
|--|-------|
| For the Advisory Service only | £200 |
| For the Advisory and the Compliance Services | £500 |
| For the Advisory, Compliance and Harvesting Services | £1000 |
2. The set fees include VAT at the rate current at the time the service is provided.
3. The Consultant will raise invoices for the fees and present them to Forestry Commission South West England Region at the appropriate times as specified in the Schedule - Part 1
4. Each invoice will include details of the services and recipient of the services.
5. Subject to the Commission's agreement that the work has been completed satisfactorily, the Commission will arrange for payment of the invoice on immediate terms.

Signed: _____
(for and on behalf of the Commission)

Signed: _____
(for and on behalf of the Consultant)

Application form for payment by BACS

To be completed for any new supplier at the time the agreement is made

Supplier details

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 Purchase Orders (if different)

Factor details, if applicable

Payment terms

days

Name (signed)

Name (printed)

Date

For Forestry Commission use only

Checked by

Input By

Supplier number

Date