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***Your*locale**

Langham House

5 Stonton Road

Church Langton

Leics, LE16 7SZ

[www.yourlocale.org.uk](http://www.yourlocale.org.uk)

Tel: 07808 060654

Chair

Parish Council

Date xx/xx/2018

Dear ……….

**Terms of Engagement – Agreement for preparation of Neighbourhood Plan for [name of] Parish Council**

I refer to our recent correspondence and discussions with regard to the above and now have pleasure in writing to confirm the terms upon which *Your*locale will provide the range of services set out below.

I enclose a copy of this letter for you to sign as indicated and return to me as confirmation of the work to be provided and acceptance of the Terms of Engagement.

1. **Introduction**

*Your*locale is a Company limited by shares that specialise in supporting Parish Councils and Neighbourhood Forums through the process of preparing a Neighbourhood Plan. The key personnel include Gary Kirk, a former Chief Executive of a Housing Regeneration Company, a Parish Councillor and an Independent Examiner, and a range of Associates including a RTPI Planner, a housing professional, an environmental expert and numerous other individuals that contribute to the outcomes of te Neighbourhood Plan.

1. **Agreement**

This agreement is between [name of] Parish Council (hereafter referred to as the PC) and *Your*locale (hereafter referred to as the Consultant)

*Purpose:*

The contract is for the Consultant to work with the PC to support the delivery of a Neighbourhood Plan as per the specification below (hereafter referred to as the Specification).

*Contract term:*

The contract term is for the period of the inception to the Making of the final approved NP. A draft programme is attached which identifies the range of indicative tasks to be undertaken. Some of these activities will require decisions to be made by the PC or others which are beyond the control of the Consultant and so the programme is purely indicative, showing the timescales and range of tasks involved.

*Contract value:*

The PC has agreed that the indicative value of the contract will be a minimum of £xx,xxx paid to YourLocale, excluding the additional relevant costs incurred by the PC. The work to be undertaken is dependent on securing grant funding and will also require in kind contributions of Councillor time, Clerk hours and the use of venues to be provided by the PC. Success in achieving further funding will enable the Plan to achieve an enhanced level of outcomes.

*Payment*

The Consultant's fee for undertaking the work described above will be contained within the grant funding received at a minimum of £XXX. A reduction in the grant awarded will result in a review of the tasks to be undertaken and a revised range of activities to be agreed with the PC.

*Invoicing:*

Invoicing will be done on a regularbasis in arrears and be linked directly to the agreed work programme and will include VAT which the PC will be able to reclaim. A VAT inclusive invoice will be issued by the Consultant.

*Standard of service provision:*

The Consultant will carry out all work in accordance with the Specification, below, as amended with prior agreement of the PC and consultant. All work carried out under this contract will fully deliver the specification to the satisfaction of the PC. If, in the opinion of the PC, work is not carried out in accordance with the Specification it will advise the Consultant in writing (email acceptable) as soon as possible after the work has been carried out and remediation measures will be undertaken by the consultant.

*Liaison:*

The PC is advised to appoint a NP Steering Group to lead the activity and liaise with the Consultant as necessary to discuss implementation of this agreement. A member of the the Consultants team will be required to attend meetings of the Steering Group once constituted.

*Sub-contracting*

The Consultant will not generally subcontract any portion of this contract and only when it has the approval of the PC to do this.

*Negligence:*

The Consultant will reimburse the PC for any damages through negligence or willful acts of their business and employees.

*Cancellation of contract/loss of service:*

The PC has the right to terminate this contract with 30 days written notice if a clear breach of the contract is made by the Consultant failing to meet the specific terms and conditions of the contract. The PC will be liable for all costs and time expended by the Consultant up to and including the contract termination date.

Notwithstanding the unlikely termination of the contract, the Consultant shall remain responsible for their obligations under this contract up to the date of termination.

*Health and Safety/Data Protection*

The Consultant must ensure that the machinery, devices and equipment used in the execution of this contract comply with current health, safety and data protection regulations and used in a safe and responsible manner at all times.

Confidentiality

The Consultant will process all personal information relating to respondents in accordance with the Data Protection Act 1998 (as amended) and, will allow respondents access to personal information maintained in respect of them in accordance with that Act and the PC’s Access to Records policy.

*Insurance:*

The Consultant will be responsible for providing Employers Liability insurance of no less than £5m, Public Liability insurance of no less than £5m and Professional Indemnity insurance of no less than £5m.

The Consultant agrees to indemnify the PC from and against any and all liability for loss, damage and expense which the PC may suffer or for which the PC may be held liable by reason or injury (including death) or damage to any property arising out of negligence or willful acts on behalf of the consultant.

**Specification**

The Consultant will work alongside the PC to produce a Neighbourhood Plan within the financial and time parameters that have been agreed.

Subject to the success of grant applications, the Consultant will support the following aspects of the delivery of the Neighbourhood Plan – the specific activities to be undertaken to be agreed with the PC as the plan progresses:

1. **General issues**

A member of the consultant’s team will respond to phone calls and email requests within two working days of receipt if received during the office hours of 9.00 am to 17.00 pm , Monday to Friday (not including bank holidays). Email will form the main communication method for delivering documents.

An ethos of empowering and supporting PC members to make the necessary decisions to deliver the NP will be promoted by all the parties involved. Remediation will be provided by the consultant if required.

1. **Getting started**
2. Support the application for designated area status;
3. Agree scope of Plan – housing; transport; employment; environment etc.
4. Confirm Project Group/Sub-Committee
5. Set out broad tasks/project programme – who can do what; capacity of group; resources needed; role and use of volunteers;
6. Identify funding pots and bid for funds to deliver the Neighbourhood Plan;
7. Prepare a letter to the Local Planning Authority to become the formally designated body;
8. To advise upon appropriate governance arrangements;
9. **Building the evidence base**
10. To update the Parish profile, if required;
11. To complete a review of the existing Parish Plan, if necessary;
12. An overview of local and national policies – planning; housing; transport etc.
13. Identify and contact stakeholders in the area for consultation/involvement – businesses; public bodies; landowners etc.
14. Prepare and distribute a Questionnaire if required to full Parish or Theme Groups;
15. Consultation on community preferences (Social, economic and environmental), ideas and aspirations – including meetings; door to door; market stalls; newspapers; radio etc.
16. Analysing the outcome of consultation;
17. **Themes and objectives**
18. Support for developing a vision based on stated wishes and identification of objectives – long term aspirations; what the Parish will look like; land use and development challenges; other aspects;
19. Develop options – size and type of any development; alternative land use; transport; business; sustainability; internet access etc.
20. Appraise options – deliverability;
21. Further consultation on outcomes as necessary;
22. **Writing the Plan**
23. The consultant will advise upon policy content – i.e. set out specific requirements; protect locations and buildings; preserve areas for shopping and other specific uses; allocate sites; types of building; transport design links, communication technology etc.
24. The PC will draft the plan, the consultant will advise on legality and suggest improvements;
25. The consultant will in conjunction with the PC undertake formal consultation on draft – community; businesses; local authorities; environment agency; landowners; English Heritage etc.
26. The consultant will aim to agree the final plan with Parish Council;
27. **Submission**
28. The consultant will complete a compliance check;
29. The PC will submit the plan – plan of area; legal compliance; consultation statement;
30. The consultant and PC will undertake amendments following Local Authority review/Independent Examination;
31. The PC will prepare for the referendum with advise from the consultant.

**Signed on behalf of [name of] PC**

…………………………………………………….. Chair, [name of] PC Date……………………………………………….

**Signed on behalf of the Consultant**

…………………………………………………………………………………. Date ……………………………………………..

I look forward to receiving the signed and dated copy of these Terms of Engagement and to working with you and your colleagues on the production of the Neighbourhood Plan.

Yours sincerely

**Gary Kirk**

**Managing Director -  *Your*locale**