



Local Govt Insights

Delivering Community Outcomes

Local Govt Insights LTD (LGI)

Consultancy Terms and Conditions

Consultancy Terms and Conditions (T&Cs)

These T&Cs, contain the terms and conditions upon which we will provide services to you. Please read this document carefully.

1. Definitions

1.1 In the Agreement:

"Agreement" means the agreement between the parties, incorporating these consultancy terms and conditions and the Proposal, and any amendments to it from time to time;

"Charges" means the charges specified in the Proposal, including any bonus payments specified therein;

"Confidential Information" means the Consultant Confidential Information and the Customer Confidential Information:

"Consultant" means Local Govt Insights Ltd (LGI) (company registration number 08561949), which has its registered office at 280 Havering Road, Romford, RM1 4TH;

"Consultant Confidential Information" means any:

- (a) information disclosed (whether disclosed in writing, orally or otherwise) by the Consultant to the Customer that at the time of disclosure:
 - (i) is marked as "confidential";
 - (ii) is described by the Consultant as "confidential"; or
 - (iii) should have been reasonably understood by the Customer to be confidential to the Consultant (which, for the avoidance of doubt, may include Third Party Confidential Information); and
- (b) the financial terms of the Agreement;

"Customer" means the customer for the Services under the Agreement identified in the Proposal;

"Customer Confidential Information" means:

- (a) any information disclosed (whether disclosed in writing, orally or otherwise) by the Customer to the Consultant that at the time of disclosure:
 - (i) is marked as "confidential";
 - (ii) is described by the Customer as "confidential"; or
 - (iii) should have been reasonably understood by the Consultant to be confidential to the Customer; and
- (b) the Third Party Confidential Information;

"Expenses" means the travel, accommodation, subsistence and meeting expenses that are reasonably necessary for, and incurred by the Consultant exclusively in connection with, the performance of the Consultant's obligations under this Agreement;

"Intellectual Property Rights" means all intellectual property rights wherever in the world, whether registrable or unregistrable, registered or unregistered, including any application or right of application for such rights (and the "intellectual property rights" referred to above include copyright and related rights, database rights,

confidential information, trade secrets, know-how, business names, trade names, trade marks, service marks, passing off rights, unfair competition rights, patents, petty patents, utility models, semi-conductor topography rights and rights in designs);

"Project" means the project(s) detailed in the Proposal that is the subject of the Agreement;

"Proposal" means the proposal document issued by the Consultant and agreed by or on behalf of each party, setting out the particulars of the Project, Services and Charges. Together with these T&Cs the Proposal constitutes an agreement with the Customer/ Whilst the Proposal outlines the scope of services and clarified the details of the Agreement, these T&Cs are an integral part of the Agreement and cover all areas, which are not detailed or identified in the Proposal;

"Reports" means those written reports created by the Consultant and delivered to the Customer that are based on the research, investigation or other work of the Consultant and are identified in:

- (a) the Proposal; or
- (b) another written document agreed by or on behalf of each of the parties;

"Services" means the services provided or to be provided by the Consultant to the Customer under the Agreement; and

"Third Party Confidential Information" means any information disclosed in confidence to the Consultant by a third party pertaining to the Project and/or the Customer.

2. Term of Agreement

- 2.1 The Agreement will come into force upon the execution of the Proposal, which could be delivered via email, as agreed by the parties.
- 2.2 These services will continue in force indefinitely, unless different terms are specified in the Proposal and/or until terminated in accordance with the provisions of Clause 10.
- 2.3 From time to time during the term of the Agreement the parties may agree that the Consultant shall provide additional Services to the Customer. Unless the parties have agreed otherwise, such Services shall be subject to Charges at the Consultant's time-based charging rate specified in the separate Proposal executed as per para 2.1, unless charges and other conditions of such additional services are specified and executed in a Proposal.

3. Services

- 3.1 The Consultant will perform the Services with reasonable care and skill.
- 3.2 The Consultant will devote such of its personnel's time, attention and abilities to the Project as may be necessary for its satisfactory and timely completion.
- 3.3 The Customer will provide to the Consultant all such cooperation, information and documentation as may be reasonably requested by the Consultant to enable the Consultant to perform its obligations under the Agreement. The specification of required documentation / information is provided in the Proposal or by email, as agreed by the parties.

- 3.4 The Customer acknowledges that the performance of the Services may require the cooperation of third parties, and that the Consultant will not be liable or responsible in respect of any failure to perform the Services arising out of the non-cooperation of the Customer and/or any third party.
- 3.5 Subject to Clause 3.4, the Consultant will use reasonable endeavours to provide the Services to the Customer in accordance with the timetable set out in the Proposal, providing that time shall not be of the essence in relation to the timetable for provision of the Services.
- 3.6 The Consultant may suspend the provision of Services in the event that:
- (a) the Consultant's personnel are unable to perform the relevant Services as a result of illness, incapacity or force major events; or
 - (b) the Consultant reasonably determines that it has a conflict of interest relating to the Services.

4. Charges

- 4.1 The Customer will pay the Charges and Expenses to the Consultant in accordance with the provisions of this Clause 4.
- 4.2 The Consultant may issue invoices for the Charges and Expenses to the Customer in accordance with the terms of the Proposal, providing that if invoicing arrangements are not specified in the Proposal invoices may be issued from time to time during the term of the Agreement at the discretion of the Consultant.
- 4.3 The Customer will pay amounts due to the Consultant under the Agreement within 5 working days of the date of receipt by the Customer of an invoice issued in accordance with Clause 4.2 unless a different term is specified in a Proposal properly executed by the parties.
- 4.4 All amounts stated in the Proposal or in relation to the Agreement are, unless the context requires otherwise, stated exclusive of value-added taxes. The Consultant is not VAT registered entity and in case of such registration, he will notify the Customer about this change and issue a VAT invoice accordingly. In these circumstances the Customer must pay applicable value-added taxes to the Consultant in addition to the principal amounts.
- 4.5 If the parties have agreed in writing to a budget relating to the Services, then any Charges in excess of that budget accrued by the Consultant in performing Services will not be recoverable by the Consultant without the written consent of the Customer. For the avoidance of doubt, an estimate of the time or cost of the provision of Services given by the Consultant to the Customer shall not constitute a budget for the purposes of this Clause 4.5.
- 4.6 For the avoidance of doubt, if Charges are calculated on a time-incurred basis, then all work performed shall be chargeable, including without limitation time spent at face-to-face and telephone meetings, preparation for meetings, research and other Services-related work.
- 4.7 The Customer shall reimburse the Consultant in respect of any reasonable expenses, providing that the Consultant must obtain the prior written authorisation of the Customer before incurring any Expenses exceeding such limitations as may be agreed in writing by the parties from time to time and / or specified in the Proposal. If the Proposal is silent about such limitation, it is presumed that said limitation is

£300.

- 4.8 If the Customer does not pay any amount properly due to the Consultant under this Agreement, the Consultant may:
- (a) charge the Customer interest on the overdue amount at the rate of 5% per annum above the base rate of the Bank of England from time to time (which interest will accrue daily until the date of actual payment and be compounded at the end of each calendar month); or
 - (b) claim interest and statutory compensation from the Customer pursuant to the Late Payment of Commercial Debts (Interest) Act 1998.
- 4.9 The Customer acknowledges that Charges and Expenses must be paid to the Consultant regardless of the outcome of the Project unless a different provision is included in a Proposal properly executed by the parties.

5. Amendments / variation of the terms of the agreement

- 5.1. The agreement between the Parties consists of the acceptance of these CT&Cs and a properly executed proposal, where specified services and charges as well as Customer's details are stated.
- 5.2. In the case of the fixed term / fixed fee agreement, the terms of the agreement are applicable throughout the entire period or scope of the agreement specified. The amendment or variation of the terms of the fixed term / fixed fee agreement is possible via a termination of the existing agreement as per Clause 10 and by entering into a new agreement via accepting CT&Cs and executing a new Proposal where new terms are specified and agreed.
- 5.3. In case of the agreement, where the services are being delivered on an ad hoc basis, the terms of the agreement could be changed by either party giving a one month notice in writing (by email or letter sent to the party's registered address) and written acceptance by the other party, in which case no additional formalities are necessary.

6. Intellectual Property Rights

- 6.1 The Consultant hereby assigns to the Customer all of its existing and future Intellectual Property Rights in the Reports, each such assignment being effective upon the delivery of the relevant Report to the Customer.
- 6.2 The assignment in Clause 6.1 is for the full term of the assigned rights, including all extensions, renewals, reversions and revivals, and includes the right to bring proceedings for past infringement of the assigned rights.

7. Warranties

- 7.1 The Consultant warrants to the Customer that:
- (a) the Consultant has full power to enter into the Agreement and to perform its obligations under the Agreement; and
 - (b) the Reports will not:
 - (i) breach the provisions of any law, statute or regulation;
 - (ii) infringe the Intellectual Property Rights or other legal rights of any person; or
 - (iii) give rise to any cause of action against the Customer.

- 7.2 The Customer warrants to the Consultant that the Customer has full power to enter into the Agreement and to perform its obligations under the Agreement.
- 7.3 The Customer acknowledges that the outcome of the Services may not be in the control of the Consultant and, unless the Proposal expressly provides otherwise, the Consultant does not warrant or represent that the Services will lead to any particular outcome. In particular, the Consultant cannot and does not guarantee that any attempt to achieve an allocation or any planning application will be successful.
- 7.4 All of the parties' warranties and representations in respect of the subject matter of the Agreement are expressly set out in the Agreement. To the maximum extent permitted by applicable law, no other warranties or representations concerning the subject matter of the Agreement will be implied into this Agreement or any related contract.
- 7.5 The Customer's responsibilities will include providing the Consultant with clear, timely and accurate instructions. The Customer will provide all documentation required in a timely manner and the Consultant will safeguard any documents which are likely to be required for Customer's matter.

8. Limitations and exclusions of liability

- 8.1 Nothing in the Agreement will:
- (a) limit or exclude the liability of a party for death or personal injury resulting from negligence;
 - (b) limit or exclude the liability of a party for fraud or fraudulent misrepresentation by that party;
 - (c) limit any liability of a party in any way that is not permitted under applicable law; or
 - (d) exclude any liability of a party that may not be excluded under applicable law.
- 8.2 The limitations and exclusions of liability set out in this Clause 7 and elsewhere in the Agreement:
- (a) are subject to Clause 7.1; and
 - (b) govern all liabilities under the Agreement or in relation to the subject matter of the Agreement, including liabilities arising in contract, in tort (including negligence) and for breach of statutory duty.
- 8.3 The Consultant will not be liable to the Customer in respect of any loss of profits, income, revenue, use or anticipated savings.
- 8.4 The Consultant will not be liable to the Customer for any loss of business, contracts or commercial opportunities.
- 8.5 The Consultant will not be liable to the Customer in respect of any loss or corruption of any data, database or software.
- 8.6 Unless the Customer tell the Consultant otherwise, the Customer agrees to the Consultant communicating with the Customer, including sending bills and other confidential information, by normal, unencrypted email, using the email address(es) the Customer has given the Consultant from time to time. The Customer should be aware that there is a risk that emails (in particular when

unencrypted) may be intercepted, delayed or corrupted or may fail to be delivered. The Consultant will make reasonable attempts to exclude from its emails any virus or other defect that might harm a computer or IT system. The Customer will undertake to act likewise with any electronic communication the Customer sends to us. Neither the Customer nor the Consultant shall have any liability to each other in respect of any claim or loss arises from bad faith or wilful default.

8.7 The Consultant will not be liable to the Customer in respect of any special, indirect or consequential loss or damage.

8.8 The Consultant's liability to the Customer in relation to any event or series of related events will not exceed the greater of:

(a) GBP 1,000; and

(b) the total amount paid and payable by the Consultant to the Customer under the Agreement in respect of the 12 months period preceding the commencement of the event or events.

8.9 The Consultant's aggregate liability to the Customer in relation to any event or series of related events will not exceed the greater of:

(a) GBP 5,000; and

(b) the total amount paid and payable by the Consultant to the Customer under the Agreement.

9. Complaints procedure

9.1 The Consultant is committed to high quality advice and client care. If the Customer is unhappy about any aspect of the service the Consultant has received, please contact Janina White by jwhitelondon@gmail.com. The Consultant has 8 weeks to consider the Customer's complaint.

9.2 In case if the Customer is dissatisfied with the response / action to their complaint, the Consultant will address the disputed issue via a mediation where the parties shall strive to resolve the matter.

9.3 In case of the mediation is not successful in resolving the dispute, the matter may be brought to court as per clause 13.12.

10. Termination

10.1 Either party may terminate the performance of services under the Agreement at any time by giving at least 1 month's written notice to the other party. In case of a fixed term agreement the total remaining balance under the Agreement is payable to the Consultant by the Customer within 10 working days upon final invoice.

10.2 Either party may terminate the performance of services under the Agreement immediately by giving written notice to the other party if the other party commits any material breach of any term of the Agreement.

10.3 Either party may terminate the performance of services under the Agreement immediately by giving written notice to the other party if:

(a) the other party:

(i) is dissolved;

(ii) ceases to conduct all (or substantially all) of its business;

- (iii) is or becomes unable to pay its debts as they fall due;
 - (iv) is or becomes insolvent or is declared insolvent; or
 - (v) convenes a meeting or makes or proposes to make any arrangement or composition with its creditors;
 - (b) an administrator, administrative receiver, liquidator, receiver, trustee, manager or similar is appointed over any of the assets of the other party;
 - (c) an order is made for the winding up of the other party, or the other party passes a resolution for its winding up; or
 - (d) (where that other party is an individual) that other party dies, or as a result of illness or incapacity becomes incapable of managing his or her own affairs, or is the subject of a bankruptcy petition or order.
- 10.4 In case, if event under clause 10.3 occurs, the Consultant reserves the right and the Customer agrees that the Consultant may issue outstanding and / or final invoice to directors of the Customer for settlement or, in case if the Customer is a subsidiary or a part of a group of /with another company, to that company, in which cases, the director will be personally liable or the said company will be liable for full and prompt settlement of these invoices in accordance with clauses 4.1 and / or 10.1.
- 10.5 The Consultant may terminate the performance of services under the Agreement immediately by giving written notice of termination to the Customer if the Consultant reasonably determines that:
- (a) it has a conflict of interest relating to the Services; or
 - (b) the Customer or any officer, employee, agent or representative of the Customer has engaged in unlawful or unethical conduct in relation to the subject matter of the Project.

11. Effects of termination

- 11.1 Upon termination all the provisions of the Agreement will cease to have effect, save that the following provisions will survive and continue to have effect (in accordance with their terms or otherwise indefinitely): Clauses 1, 6, 8 and 9.
- 11.2 Termination of the Agreement will not affect either party's accrued liabilities or rights (including accrued rights to be paid) as at the date of termination.

12. Confidentiality

- 12.1 Neither party will disclose the Confidential Information of the other party, and each party will protect the Confidential Information of the other party against unauthorised disclosure by using the same degree of care as it takes to preserve and safeguard its own confidential information of a similar nature, being at least a reasonable degree of care.
- 12.2 Confidential Information of a party may be disclosed by the other party to the other party's employees, officers, insurers and professional advisers, provided that the recipient is legally bound to maintain the confidentiality of the Confidential Information received.
- 12.3 The obligations and restrictions set out in this Clause 12 shall not apply to:
- (a) Confidential Information that is or has become publicly known other than through a breach of an obligation of confidence;

- (b) Customer Confidential Information that was in possession of the Consultant prior to disclosure by the Customer, and Consultant Confidential Information that was in the possession of the Customer prior to disclosure by the Consultant;
- (c) Customer Confidential Information that was received by the Consultant, and Consultant Confidential Information that was received by the Customer, from an independent third party who had full right of disclosure; or
- (d) Confidential Information that was required to be disclosed by a governmental authority, stock exchange or regulatory body.

13. General

- 13.1 No breach of any provision of the Agreement will be waived except with the express written consent of the party not in breach.
- 13.2 If a Clause of the Agreement is determined by any court or other competent authority to be unlawful and/or unenforceable, the other Clauses of the Agreement will continue in effect.
- 13.3 Nothing in the Agreement will constitute a partnership or employment or agency relationship between the parties.
- 13.4 The core provisions of the Agreement may not be varied except by a written document signed by or on behalf of each of the parties.
- 13.5 Neither party may without the prior written consent of the other party assign, transfer, charge, license or otherwise dispose of or deal in the terms of the Agreement or any rights or obligations under the terms of the Agreement.
- 13.6 The Consultant may only subcontract its obligations under the Agreement with the prior agreement of the Customer.
- 13.7 The Agreement is made for the benefit of the parties, and is not intended to benefit any third party or be enforceable by any third party. The rights of the parties to terminate, rescind, or agree any amendment, waiver, variation or settlement under or relating to the terms of the Agreement are not subject to the consent of any third party.
- 13.8 Our Professional Indemnity Insurance provider is Hiscox, The Hiscox Building, Peasholme Green, York, YO1 7PR.
- 13.9 We are committed to promoting equality and diversity in all of its dealings with clients, third parties and employees. Please contact us if you would like a copy of our Equality and Diversity Policy.
- 13.10 We use the information in order to comply with the Data Protection Act 2018 and GDPR (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 (General Data Protection Regulation) with respect to the information held on our clients. We use the information you provide primarily for the provisions of our services and for related purposes including updating and enhancing client records, analysis to help manage us our activities, statutory returns and other regulatory compliance, when applicable. Our use of that information is subject to your instructions, the Data Protection Act 2018 and our duty to confidentiality. Please note that our work for you may required us to give information to third parties such as experts or other

professional advisers. You have a right of access under data protection legislation to the personal data we hold about you. We may from time to time send you information which we think might be of interest to you. If you do not wish to receive that information please notify us in writing.

13.11 Subject to Clause 7.1:

- (a) the Agreement will constitute the entire agreement between the parties in relation to the subject matter of the Proposal / Proposals, and supersedes all previous agreements, arrangements and understandings between the parties in respect of that subject matter;
- (b) neither party will have any remedy in respect of any misrepresentation (whether written or oral) made to it upon which it relied in entering into the terms of the Agreement; and
- (c) neither party will have any liability other than pursuant to the express terms of the Agreement.

13.12 The terms of the Agreement will be governed by and construed in accordance with English law; and the courts of England will have exclusive jurisdiction to adjudicate any dispute arising under or in connection with the terms of the Agreement.