

Dunadd Community Enterprise
c/o The Old Manse
Kilmartin
Lochgilphead
PA31 8RQ



Contract with

Name and address of consultant

Concerning: Dunadd Community Enterprise Development

Project title: Project Development

PART A: Project Details

1.	Consultant	
2.	Nominated Officer	David Bracken - Chair of Dunadd Community Enterprise
3.	Project	Dunadd Community Enterprise Project Development
4.	The deliverables	<ul style="list-style-type: none">• Identify and apply for funding for Dunadd Community Enterprise Projects• Coordinate and deliver feasibility studies for Dunadd Community Enterprise Projects<ul style="list-style-type: none">○ Renovation and community use of Kilmartin church○ A micro-hydro system○ A market garden/allotment project• Identify running cost for Dunadd Community Enterprise Projects• Develop detailed action plan for Dunadd Community Enterprise Projects• Identify and apply for continued funding for a development worker post
5.	The term	Twelve Months
6.	Total fee	<i>negotiable</i>

7.	Payment schedule	<i>negotiable</i>
8.	VAT treatment	Dunadd Community Enterprise is not registered for VAT
9.	Special conditions	

The parties acknowledge that the agreement between Dunadd Community Enterprise and the Consultant comprises the Project Details and Special Conditions set out in this Part A together with the standard terms and conditions set out in Part B. Where there is any inconsistency between Part A and Part B, the provisions of Part A shall prevail.

Signed by Dunadd Community Enterprise (For and on behalf of DUNADD COMMUNITY ENTERPRISE)	
Date	
Signed by (Consultant)	
Date	

PART B: Terms & Conditions

1. Term of Engagement

The Dunadd Community Enterprise hereby agrees to retain the Consultant, and the Consultant hereby agrees to be retained by the Dunadd Community Enterprise, upon the terms set forth in this Agreement, for "the term".

2. Payment, Fees and Expenses

The Dunadd Community Enterprise will pay to the Consultant the Total Fee in the manner detailed in Part A for the Work undertaken. Payment of the Fee shall be made within 30 days of the Consultant's invoice.

The Dunadd Community Enterprise shall reimburse the Consultant for all reasonable business expenses (e.g. travel and admin materials) incurred or paid by the Consultant in connection with the performance of his/her duties hereunder, upon presentation by the Consultant of documentation. Travel should be kept to a minimum and any travel out of the Mid Argyll area needs to be agreed, in advance by Dunadd Community Enterprise. The Dunadd Community Director of Finance to approve Contractor's progress reports and any expenses the Consultant incurs in the delivery of the contract.

3. Taxation

The Consultant is responsible for taxation and National Insurance or similar liabilities or contributions in respect of the fees and the Consultant will indemnify the Dunadd Community Enterprise against all liability for the same and any costs, claims or expenses including interest and penalties.

4. Obligations of the Consultant

The Consultant shall take all steps necessary to enable the Dunadd Community Enterprise to perform its obligations and exercise its rights under this Agreement without interruption or hindrance and shall assist the Dunadd Community Enterprise by providing documents and information required to perform its obligations.

5. Intellectual Property

Unless agreed otherwise and subject to client agreement, all copyright, database right, design rights (registered and unregistered), or any other intellectual property rights that the Consultant generates in the course of the Work and in the Consulting Duties shall belong to the Dunadd Community Enterprise.

6. Dispute/Issues Arising

Any complaint by either Party that the other has failed to observe or perform any of its obligations under this Agreement shall be notified in writing by the Party aggrieved. If any dispute or problem arises in relation to this agreement it shall first be discussed at a contract meeting. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.

The Parties will attempt in good faith to resolve any dispute or claim arising out of or relating to this Agreement promptly through negotiations between their representatives. If the matter is not resolved through negotiation, the Parties having attempted in good faith to resolve the dispute, the aggrieved party may appeal in writing to David Bracken (Chair) or Stephen Carter (Vice Chair), whose decision will be final.

7. Independent Contractor Status

The Consultant shall perform his/her consulting services as an "independent contractor" and not as an employee or agent of the Dunadd Community Enterprise. The Consultant shall not be entitled to any benefits made available to employees of the Dunadd Community Enterprise.

8. Confidential Information

The Consultant agrees not to disclose, either during the Consulting Period or at any time thereafter, to any person not employed by the Dunadd Community Enterprise or not engaged to render services to the Dunadd Community Enterprise any confidential, proprietary or trade secret information ("Confidential Information") obtained by the Consultant from the Dunadd Community Enterprise; PROVIDED, HOWEVER, that this provision shall not preclude the Consultant from the use or disclosure of information known generally to the public (other than that which the Consultant may have disclosed in breach of this Agreement) or of information not generally considered confidential or from disclosure required by law or court order or in the proper conduct of the Dunadd Community Enterprise's business. The Consultant agrees that his/her obligation not to disclose or use Confidential Information also extends to Confidential Information of customers of the Dunadd Community Enterprise or suppliers to the Dunadd Community Enterprise or other third parties who may have disclosed or entrusted the same to the Dunadd Community Enterprise or to the Consultant in the course of the Dunadd Community Enterprise's business.

9. Data Protection

In respect of its obligations under this Agreement, the Consultant acknowledges that it may collect or share with the Dunadd Community Enterprise records and information (including names, addresses and contact details) relating to individuals (“Individual Data”)

The Consultant as recipient of the Individual Data will be a Data Processor (as defined under the Data Protection Act 1998 (“DPA”)) acting on behalf of the provider of the Individual Data as the Data Controller (as defined under the DPA) in respect of the Individual Data.

The Consultant agrees:

That all Individual Data given to it by the Dunadd Community Enterprise is confidential and must be kept confidential both during this Agreement and after its termination;

Only to use the Individual Data in accordance with any instructions given to it by the Dunadd Community Enterprise and otherwise only as necessary properly to perform its obligations under the Agreement and in accordance with the DPA:

- to amend or delete the Individual Data on instruction from the Dunadd Community Enterprise not to use the Individual Data after termination of this Agreement
- not to pass the Individual Data to any third party without the prior written consent of the Dunadd Community Enterprise
- to inform the Dunadd Community Enterprise and provide full details of any direct contact made to it by any actual or prospective customer, client and/or beneficiary included in the Individual Data
- to comply with any systems or procedures which the Dunadd Community Enterprise may introduce from time to time in respect of the processing of Individual Data.

The Consultant shall indemnify the Dunadd Community Enterprise against any and all liability or loss incurred (including without limitation fines, costs and expenses) as a result of the breach of all or any of the obligations set out in this clause and this indemnity shall survive on termination of this Agreement.

10. Termination

Either party may terminate this Agreement in the event that the other materially breaches any Clause of this Agreement and does not remedy the breach within 30 days of being given notice.

All notices required or permitted under this Agreement shall be in writing and they shall be deemed effective upon personal delivery or upon sending, by email or by registered or certified mail, postage prepaid, addressed to the other party at the address shown above, or at such other address or addresses as either party shall designate to the other.

Upon termination of this agreement for any reason, the Consultant will deliver up to the Dunadd Community Enterprise all letters, publications, papers, discs, tapes, reports, keys, software, IT peripherals, data files and other items or property which may have been prepared by the Consultant or have come into the Consultant’s possession by virtue of this Agreement. In respect of any such items or information held on any IT hardware or software belonging to the Consultant, the Consultant undertakes to delete any such items and information and all copies forthwith on the termination of the Agreement.

11. Amendment

This Agreement may be amended or modified only by a written agreement signed by both the Dunadd Community Enterprise and the Consultant.

12. Insurance

If the Consultant has not effected with a reputable insurance company a policy or policies of such professional indemnity insurances as are necessary to cover liability which may arise under this agreement with at least the minimum amount of cover required, the Consultant must inform the Dunadd Community Enterprise before signing the Agreement. The Dunadd Community Enterprise has effected a policy which may be extended to the Consultant if necessary after discussion between the Dunadd Community Enterprise and the Consultant.

If the Consultant has effected such an agreement, the Consultant shall produce the relevant policy or policies confirming the extent of the cover along with relevant receipts or other evidence of the payment.

13. Force Majeure

Neither Party in this Agreement shall be liable for damage nor have the right to terminate this Agreement except as stated hereinafter by reason of any delay by either Party in performing its obligations hereunder if such delay or default is caused by Force Majeure, which without prejudice to the generality of the

foregoing shall include acts of government, civil commotion and riot, hostilities, war whether declared or not, fire, storm, tempest, strikes, lockouts, industrial disputes, delays by other contractors, or any other cause beyond the control of the Parties which could not have been foreseen at the date of signature of this Agreement.

As soon as possible after the occurrence of the circumstances the Party claiming Force Majeure shall give notice and full particulars in writing to the other Party of such Force Majeure if the first Party is thereby rendered unable wholly or in part to perform its duties under this Agreement.

In the event that either Party is prevented, hindered or delayed in the carrying out of the Work or any of its contractual obligations then the Parties shall immediately consult together to decide what course of action should be adopted. If the Parties hereto have not been able to reach an agreement upon the course of action or upon any necessary modifications to the terms of this Agreement then either party shall thereupon be entitled to terminate the Work.

14. Client Satisfaction Monitoring

The Dunadd Community Enterprise reserves the right to undertake monitoring of the quality and degree of satisfaction with the services that the Consultant is providing. The Consultant shall provide the Dunadd Community Enterprise with such reasonable assistance as it may require to carry out this monitoring at no extra cost.

15. Successors & Assigns

This Agreement shall be binding upon and inure to the benefit of both parties and their respective successors and assigns; PROVIDED, HOWEVER, that the obligations of the Consultant are personal and shall not be assigned by him/her.

16. Miscellaneous

No delay or omission by either the Dunadd Community Enterprise or the Consultant in exercising any right under this Agreement shall operate as a waiver of that or any other right. A waiver or consent given by either the Dunadd Community Enterprise or the consultant on any one occasion shall be effective only in that instance and shall not be construed as a bar or waiver of any right on any other occasion.

The captions of the sections of this Agreement are for convenience of reference only and in no way define, limit or affect the scope or substance of any section of this Agreement.

In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby. For the duration of this agreement and for 3 months after its termination, the Consultant shall not solicit or undertake additional work and services from the project client other than directly through the DUNADD COMMUNITY ENTERPRISE.

17. Law (English)

The Agreement shall be considered as an Agreement made in England and Scotland and subject to English Law.