

# CONSULTANCY SERVICES AGREEMENT – TERMS AND CONDITIONS

## PROJECT: TREE EQUITY AND URBAN RESILIENCE – OPPORTUNITY MAPPING AND INVESTMENT PLANS

### 1. DEFINITIONS AND INTERPRETATION

1.1 In this Agreement:

“Agreement” means these Terms and Conditions together with the ITT and any Schedules.

“Contracting Authority” means Trees for Cities (“TfC”).

“Consultant” means the appointed contractor delivering the Services.

“Services” means the consultancy services described in Schedule 1 (ITT).

“Deliverables” means all outputs to be produced by the Consultant, including datasets, maps, reports, investment plans, and methodological documentation.

“Milestones” means the agreed stages of delivery triggering payment.

“Project” means the Tree Equity and Urban Resilience (TE&UR) consultancy commission.

1.2 Headings are for convenience only and do not affect interpretation.

### 2. APPOINTMENT AND SCOPE

2.1 TfC appoints the Consultant to deliver the Services, and the Consultant accepts the appointment.

2.2 The Consultant shall:

- deliver the Services in accordance with the ITT
- produce the Deliverables to the required quality and format
- work collaboratively with TfC and relevant project partners

2.3 The Consultant shall:

- not assume responsibility for delivery of planting, construction, or community engagement activities
- focus on analytical, advisory, and planning outputs

### **3. DURATION AND PROGRAMME**

3.1 This Agreement shall commence on the Contract Start Date and continue until completion of the Services or earlier termination.

3.2 The Consultant shall deliver the Services in phased stages, as agreed with TfC.

3.3 The Consultant acknowledges that:

- project sequencing may vary
- delivery depends on partner inputs and data availability

3.4 The Consultant shall participate in:

- regular coordination meetings
- project workshops and stakeholder sessions as required

### **4. DELIVERABLES AND ACCEPTANCE**

4.1 The Consultant shall provide all Deliverables specified in the Agreement.

4.2 All Deliverables must:

- meet the requirements set out in the ITT
- be suitable for use by TfC and its partners
- comply with agreed standards, including accessibility requirements where relevant

4.3 TfC shall have the right to:

- review Deliverables within a reasonable period
- request amendments or clarifications
- reject Deliverables that do not meet agreed requirements

4.4 The Consultant shall promptly correct any deficiencies at no additional cost.

## 5. PAYMENT

5.1 The total contract value shall be agreed in the Contract Award.

5.2 Payments shall be made against successful completion of Milestones.

5.3 TfC may:

- withhold payment if Deliverables are incomplete or non-compliant
- request supporting evidence prior to payment

5.4 Invoices shall be payable within 30 days of approval.

## 6. CONSULTANT OBLIGATIONS

6.1 The Consultant shall:

- perform the Services with reasonable skill, care, and diligence
- provide suitably qualified and experienced personnel
- ensure continuity of service delivery

6.2 The Consultant shall:

- comply with all relevant laws and regulations
- maintain appropriate insurance

6.3 The Consultant shall:

- proactively identify risks and issues
- communicate regularly with TfC

## 7. COLLABORATION AND DEPENDENCIES

7.1 The Consultant acknowledges that the Project involves multiple partners.

7.2 The Consultant shall:

- cooperate with TfC, borough partners, and other stakeholders
- adapt delivery methods where necessary

7.3 TfC shall not be liable for delays caused by:

- third-party inputs

- data availability issues
- partner processes outside TfC control

## 8. CHANGE CONTROL

8.1 Any changes to scope, timeline, or Deliverables must be agreed in writing.

8.2 Changes may include:

- revised outputs
- adjustments to Milestones
- changes to programme sequencing

8.3 Any agreed change may result in adjustment to fees and/or deadlines.

## 9. INTELLECTUAL PROPERTY

9.1 Ownership of Deliverables shall vest in TfC upon payment.

9.2 The Consultant retains ownership of:

- pre-existing materials
- underlying tools, models, and methodologies

9.3 The Consultant grants TfC a perpetual licence to:

- use Deliverables
- adapt and reproduce outputs
- share with partners and stakeholders

## 10. DATA PROTECTION

10.1 The Consultant shall comply with UK data protection legislation.

10.2 The Consultant shall:

- use data only for the purposes of this Agreement
- implement appropriate data security measures
- delete or return data upon request

## 11. CONFIDENTIALITY

11.1 Both parties shall keep confidential all information relating to the Project.

11.2 This obligation shall not apply to information that:

- is already in the public domain
- is required to be disclosed by law

## 12. INSURANCE AND LIABILITY

12.1 The Consultant shall maintain:

- Professional Indemnity Insurance
- Public Liability Insurance (where appropriate)

12.2 The Consultant shall be liable for:

- breach of contract
- negligence in performing the Services

12.3 Liability shall be capped at a level agreed in the contract award.

## 13. TERMINATION

13.1 TfC may terminate the Agreement:

- for material breach
- for persistent underperformance
- for convenience with notice

13.2 Upon termination:

- the Consultant shall cease work
- TfC shall pay for completed Deliverables only

13.3 The Consultant shall:

- deliver all completed work
- return or delete project data

## **14. FORCE MAJEURE**

14.1 Neither party shall be liable for failure to perform due to events beyond reasonable control.

14.2 The affected party shall:

- notify the other party promptly
- use reasonable endeavours to mitigate impact

## **15. DISPUTE RESOLUTION**

15.1 The parties shall seek to resolve disputes through:

- good faith discussion
- escalation to senior representatives

15.2 If unresolved, disputes may be referred to:

- mediation
- the courts of England and Wales

## **16. GENERAL PROVISIONS**

16.1 This Agreement constitutes the entire agreement between the parties.

16.2 No variation shall be effective unless agreed in writing.

16.3 The Consultant may not assign the Agreement without Tfc consent.

16.4 This Agreement shall be governed by the laws of England and Wales.