

DATED

6 August ²⁰¹²
July 2012

CONSULTANCY AGREEMENT

between

EAST DEVON DISTRICT COUNCIL

and

KENSINGTON TAYLOR LIMITED

CONTENTS

CLAUSE

1.	Interpretation	1
2.	Term of engagement.....	3
3.	Duties	3
4.	Fees	4
5.	Expenses.....	5
6.	Other activities	5
7.	Confidential information	5
8.	Data protection	6
9.	Intellectual property	6
10.	Insurance and liability ..	8
11.	Termination	8
12.	Obligations on termination.....	9
13.	Status	9
14.	Freedom of information and ombudsman	10
15.	Notices	10
16.	Entire agreement	10
17.	Variation.....	11
18.	Counterparts	11
19.	Third party rights....	11
20.	Governing law and jurisdiction	11

SCHEDULE

SCHEDULE	SERVICES	12
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THIS AGREEMENT is dated 6 August ~~July~~ 2012
LTP

PARTIES

- (1) EAST DEVON DISTRICT COUNCIL OF Knowle, Sidmouth, Devon EX10 8HL (Council).
- (2) KENSINGTON TAYLOR LIMITED of [Kensington Court, Woodwater Park, Pynes Hill, Exeter EX2 5TY (Consultant).

AGREED TERMS

1. INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply in this agreement (unless the context requires otherwise).

Business of the Council: Local Authority

Business Opportunities: any opportunities which the Consultant becomes aware of during the Engagement which relate to the Business of the Council or which the Council reasonably considers might be of benefit to the Council .

Capacity: as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.

Commencement Date: 1st October 2011

Council Property: all documents, books, manuals, materials, records, correspondence, papers and information (on whatever media and wherever located) relating to the Business or affairs of the Council or its customers and business contacts, and any equipment, keys, hardware or software provided for the Consultant's use by the Council during the Engagement, and any data or documents (including copies) produced, maintained or stored by the Consultant on the Council or the Consultant's computer systems or other electronic equipment during the Engagement.

Confidential Information: information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, customers, products, affairs and finances of the Council for the time being confidential to the Council and trade secrets including, without limitation, technical data and know-how relating to the Business of the Council or any of its suppliers, customers, agents, distributors, shareholders, management or business contacts, and including (but not limited to) information that the Consultant creates, develops, receives or obtains in connection with his Engagement, whether or not such information (if in anything other than oral form) is marked confidential.

Engagement: the engagement of the Consultant by the Council on the terms of this agreement.

Insurance Policies: commercial general liability insurance cover, professional indemnity insurance cover, employer's liability insurance cover and public liability insurance cover.

Intellectual Property Rights: patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

Invention: any invention, idea, discovery, development, improvement or innovation made by the Consultant in the provision of the Services, whether or not patentable or capable of registration, and whether or not recorded in any medium.

Pre-Contractual Statement: any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Engagement other than as expressly set out in this agreement [or any documents referred to in it].

Services: the services provided by the Consultant in a consultancy capacity for the Council as more particularly described in the Schedule.

Termination Date: the date of termination of this agreement, howsoever arising.

Works: all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the Consultant in the provision of the Services.

- 1.2 The headings in this agreement are inserted for convenience only and shall not affect its construction.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.5 Unless the context otherwise requires, words in the singular include the plural and in the plural include the singular.
- 1.6 The Schedule to this agreement forms part of (and is incorporated into) this agreement.

2. TERM OF ENGAGEMENT

- 2.1** The Council shall engage the Consultant and the Consultant shall provide the Services on the terms of this agreement.
- 2.2** The Engagement shall be deemed to have commenced on the Commencement Date and shall continue unless and until terminated as provided by the terms of this agreement;
- 2.3** The Consultant may not assign or sub-let this contract without the prior written consent of the Council.

3. DUTIES

- 3.1** During the Engagement the Consultant shall:
- (a)** provide the Services with all due care, skill and ability and use his best endeavours to promote the interests of the Council ;
 - (b)** promptly give to the Council all such information and reports as it may reasonably require in connection with matters relating to the provision of the Services or the Business of the Council .
- 3.2** The Consultant shall use reasonable endeavours to ensure that he is available at all times on reasonable notice to provide such assistance or information as the Council may require.
- 3.3** Unless he has been specifically authorised to do so by the Council in writing, the Consultant shall not:
- (a)** have any authority to incur any expenditure in the name of or for the account of the Council; or
 - (b)** hold himself out as having authority to bind the Council.
- 3.4** The Consultant shall comply with all reasonable standards of safety and comply with the Council's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Council any unsafe working conditions or practices.
- 3.5** The Consultant undertakes to the Council that during the Engagement he shall take all reasonable steps to offer (or cause to be offered) to the Council any Business Opportunities as soon as practicable after the same shall have come to his knowledge and in any event before the same shall have been offered by the Consultant (or caused by the Consultant to be offered) to any other party [provided that nothing in this clause shall require the Consultant to disclose any Business Opportunities to the Council if to do so would result in a breach by the Consultant of any obligation of confidentiality or of any fiduciary duty owed by the Consultant to any third party].

3.6 The Consultant may use a third party to perform any administrative, clerical or secretarial functions which are reasonably incidental to the provision of the Services provided that:

- (a) the Council will not be liable to bear the cost of such functions; and
- (b) at the Council's request the third party shall be required to enter into direct undertakings with the Council, including with regard to confidentiality.

3.7 The Consultant shall:

- (a) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) not offer, give or agree to give anyone any inducement or reward in respect of this or any other council contract (even if the Consultant does not know what has been done);
- (d) not commit any fraud in connection with this or any other council contract whether alone or in conjunction with council members, contractors or employees
- (e) comply with the Council's Anti-bribery and Anti-corruption Policies (annexed to this agreement as Appendix 4) in each case as the Council may update them from time to time;

Breach of clause 3.7 shall be deemed a material breach of this agreement and the Council may terminate this agreement.

4. FEES

- 4.1 The Council shall pay the Consultant a fee of £63,987.50 exclusive of VAT. On the last working day of each month during the Engagement the Consultant shall submit to the Council an invoice which gives details of the hours the Consultant has worked during the month, the Services provided and the amount of the fee payable (plus VAT, if applicable) for the Services during that month.
- 4.2 In consideration of the provision of the Services during the Engagement, the Council shall pay each invoice submitted by the Consultant in accordance with clause 4.1 within 21 days of receipt.
- 4.3 The Council shall be entitled to deduct from the fees (and any other sums) due to the Consultant any sums that the Consultant may owe to the Council at any time.

4.4 Payment In full or in part of the fees claimed under clause 4 shall be without prejudice to any claims or rights of the Council against the Consultant in respect of the provision of the Services.

4.5 The Consultant accepts that the Council will publish details of fees paid to it by the Council.

5. EXPENSES

5.1 The Consultant shall bear his own expenses incurred in the course of the Engagement.

6. OTHER ACTIVITIES

Nothing in this agreement shall prevent the Consultant from being engaged, concerned or having any financial interest in any Capacity in any other business, trade, profession or occupation during the Engagement provided that:

- (a) such activity does not cause a breach of any of the Consultant's obligations under this agreement;
- (b) the Consultant shall not engage in any such activity if it relates to a business which is similar to or in any way competitive with the Business of the Council without the prior written consent of the Council; and
- (c) the Consultant shall give priority to the provision of the Services to the Council over any other business activities undertaken by the Consultant during the course of the Engagement.

7. CONFIDENTIAL INFORMATION

7.1 The Consultant acknowledges that in the course of the Engagement he will have access to Confidential Information. The Consultant has therefore agreed to accept the restrictions in this clause 7.

7.2 The Consultant shall not (except in the proper course of his duties), either during the Engagement or at any time after the Termination Date, use or disclose to any third party (and shall use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:

- (a) any use or disclosure authorised by the Council or required by law; or
- (b) any information which is already in, or comes into, the public domain otherwise than through the Consultant's unauthorised disclosure.

7.3 At any stage during the Engagement, the Consultant will promptly on request return all and any Council Property in his possession to the Council.

8. DATA PROTECTION

8.1 The Consultant consents to the Council holding and processing data relating to it for legal, personnel, administrative and management purposes and in particular to the processing of any "sensitive personal data" (as defined in the Data Protection Act 1998) relating to the Consultant including, as appropriate:

- (a) the Consultant's staff's racial or ethnic origin or religious or similar beliefs in order to monitor compliance with equal opportunities legislation;
- (b) information relating to any criminal proceedings in which the Consultant or its staff has been involved, for insurance purposes and in order to comply with legal requirements and obligations to third parties;

8.2 The Consultant consents to the Council making such information available to those who provide products or services to the Council such as advisers, regulatory authorities, governmental or quasi governmental organisations and potential purchasers of Council property or business.

9. INTELLECTUAL PROPERTY

9.1 The Consultant hereby assigns to the Council all existing and future Intellectual Property Rights in the Works and the Inventions and all materials embodying these rights to the fullest extent permitted by law. Insofar as they do not vest automatically by operation of law or under this agreement, the Consultant holds legal title in these rights and inventions on trust for the Council.

9.2 The Consultant undertakes:

- (a) to notify to the Council in writing full details of any Inventions promptly on their creation;
- (b) to keep confidential details of all Inventions;
- (c) whenever requested to do so by the Council and in any event on the termination of the Engagement, promptly to deliver to the Council all correspondence, documents, papers and records on all media (and all copies or abstracts of them), recording or relating to any part of the Works and the process of their creation which are in his possession, custody or power;
- (d) not to register nor attempt to register any of the Intellectual Property Rights in the Works, nor any of the Inventions, unless requested to do so by the Council; and
- (e) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Inventions has passed, or will pass, to the Council.

9.3 The Consultant warrants to the Council that:

- (a) he has not given and will not give permission to any third party to use any of the Works or the Inventions, nor any of the Intellectual Property Rights in the Works;
 - (b) he is unaware of any use by any third party of any of the Works or Intellectual Property Rights in the Works; and
 - (c) the use of the Works or the Intellectual Property Rights in the Works by the Council will not infringe the rights of any third party.
- 9.4 The Consultant agrees to indemnify the Council and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Council, or for which the Council may become liable, with respect to any intellectual property infringement claim or other claim relating to the Works or Inventions supplied by the Consultant to the Council during the course of providing the Services. The Consultant shall maintain adequate liability insurance coverage and ensure that the Council's interest is noted on the policy, and shall supply a copy of the policy to the Council on request. The Council may at its option satisfy this indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.
- 9.5 The Consultant waives any moral rights in the Works to which he is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Works or other materials infringes the Consultant's moral rights.
- 9.6 The Consultant acknowledges that, except as provided by law, no further fees or compensation other than those provided for in this agreement are due or may become due to the Consultant in respect of the performance of his obligations under this clause 9.
- 9.7 The Consultant undertakes, at the expense of the Council, at any time either during or after the Engagement, to execute all documents, make all applications, give all assistance and do all acts and things as may, in the opinion of the Council, be necessary or desirable to vest the Intellectual Property Rights in, and to register them in, the name of the Council and to defend the Council against claims that works embodying Intellectual Property Rights or Inventions infringe third party rights, and otherwise to protect and maintain the Intellectual Property Rights in the Works and the Inventions.
- 9.8 The Consultant hereby irrevocably appoints the Council to be his attorney to execute and do any such instrument or thing and generally to use his name for the purpose of giving the Council or its nominee the benefit of this clause 9 and acknowledges in favour of a third party that a certificate in writing signed by the Chief Executive or Monitoring Officer of the Council that any instrument or act falls within the authority conferred by this clause 9 shall be conclusive evidence that this is the case.

10. INSURANCE AND LIABILITY

- 10.1 The Consultant shall have personal liability for and shall indemnify the Council for any loss, liability, costs (including reasonable legal costs), damages or expenses arising from any breach by the Consultant of the terms of this agreement including any negligent or reckless act, omission or default in the provision of the Services and shall accordingly maintain in force during the Engagement full and comprehensive Insurance Policies.
- 10.2 The Consultant shall ensure that the Insurance Policies are taken out with reputable insurers acceptable to the Council and that the level of cover and other terms of insurance are acceptable to and agreed by the Council. The Consultant shall on request supply to the Council copies of such Insurance Policies and evidence that the relevant premiums have been paid.
- 10.3 The Consultant shall comply with all terms and conditions of the Insurance Policies at all times. If cover under the Insurance Policies shall lapse or not be renewed or be changed in any material way or if the Consultant is aware of any reason why the cover under the Insurance Policies may lapse or not be renewed or be changed in any material way, the Consultant shall notify the Council without delay.

11. TERMINATION

- 11.1 Notwithstanding the provisions of clause 2.2, the Council may terminate the Engagement with immediate effect with no liability to make any further payment to the Consultant (other than in respect of amounts accrued before the Termination Date) if at any time the Consultant:
- (a) commits any gross misconduct affecting the Business of the Council;
 - (b) commits any serious or repeated breach or non-observance of any of the provisions of this agreement or refuses or neglects to comply with any reasonable and lawful directions of the Council;
 - (c) is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);
 - (d) is in the reasonable opinion of the Council negligent or incompetent in the performance of the Services;
 - (e) is declared bankrupt or makes any arrangement with or for the benefit of his creditors or has a county court administration order made against him under the County Court Act 1984;
 - (f) is incapacitated (including by reason of illness or accident) from providing the Services; or

- (g) commits any fraud or dishonesty or acts in any manner which in the opinion of the Council brings or is likely to bring the Consultant or the Council into disrepute or is materially adverse to the interests of the Council .

11.2 The rights of the Council under clause 11.1 are without prejudice to any other rights that it might have at law to terminate the Engagement or to accept any breach of this agreement on the part of the Consultant as having brought the agreement to an end. Any delay by the Council in exercising its rights to terminate shall not constitute a waiver of these rights.

12. OBLIGATIONS ON TERMINATION

On the Termination Date the Consultant shall:

- (a) immediately deliver to the Council all Council Property in his possession or under his control;
- (b) irretrievably delete any information relating to the Business of the Council stored on any magnetic or optical disk or memory and all matter derived from such sources which is in his possession or under his control outside the premises of the Council; and
- (c) provide a signed statement that he has complied fully with his obligations under this clause 12.

13. STATUS

13.1 The relationship of the Consultant to the Council will be that of independent contractor and nothing in this agreement shall render him an employee, worker, agent or partner of the Council and the Consultant shall not hold himself out as such.

13.2 This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Council for and in respect of:

- (a) any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law. The Consultant shall further indemnify the Council against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Council in connection with or in consequence of any such liability, deduction, contribution, assessment or claim [other than where the latter arise out of the Council's negligence or wilful default];
- (b) any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or any Substitute against the Council arising out of or in connection with the provision of the Services.

13.3 The Council may at its option satisfy such indemnity (in whole or in part) by way of deduction from any payments due to the Consultant.

14. Equality Acts

14.1 In providing services to the Council the Consultant shall comply with the Equality Act 2010 and related legislation.

14. FREEDOM OF INFORMATION AND OMBUDSMAN

14.1 The Consultant shall provide the Council with any information necessary for it to comply with its obligations under the Freedom of Information Act and/or to enable the Council to co-operate with the Ombudsman.

15. NOTICES

15.1 Any notice given under this agreement shall be in writing and signed by or on behalf of the party giving it and shall be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at (in the case of the Council) Knowle, Sidmouth, Devon EX10 8HL (Attn. Corporate Legal and Democratic Services Manager) its main office for the time being and (in the case of the Consultant) his registered office. Any such notice shall be deemed to have been received:

- (a) if delivered personally, at the time of delivery;
- (b) in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting.

15.2 In proving such service it shall be sufficient to prove that the envelope containing the notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.

16. ENTIRE AGREEMENT

Each party on behalf of itself acknowledges and agrees with the other party that:

- (c) this agreement [together with any documents referred to in it] constitutes the entire agreement and understanding between the Consultant and the Council and supersedes any previous arrangement, understanding or agreement between them relating to the Engagement (which shall be deemed to have been terminated by mutual consent);
- (d) in entering into this agreement neither party has relied on any Pre-Contractual Statement; and
- (e) each party agrees that the only rights and remedies available to it or arising out of or in connection with any Pre-Contractual Statement shall be for

Schedule of Services

DETAILS OF THE WORK TO BE CARRIED OUT

As set out in the attached Appendix 1 (Fee Proposal and Schedule of Work dated 30 August 2011) and Appendix 2 (Stage 2 work) and Appendix 3 (Stage three work including submission of outline planning application).

THE LOCATION(S) WHERE THE SERVICES ARE TO BE PERFORMED

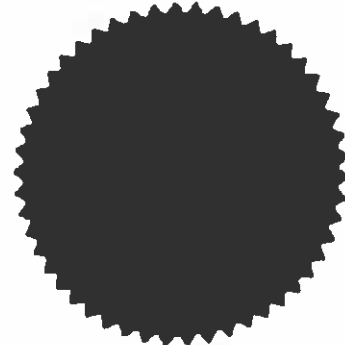
Kensington Taylor Offices at Woodwater Park, Exeter and other locations as may be required by the Council;

REPORTING TO: Richard Cohen, Deputy Chief Executive, East Devon District Council;

ANY MILESTONES FOR COMPLETION OF PARTICULAR PROJECTS: As set out in the attached Appendices

Executed as a deed by
EAST DEVON DISTRICT COUNCIL
Acting by its authorised officer

[Redacted signature block]



16695

Executed as a deed by KENSINGTON
TAYLOR LTD acting by a director, in
the presence of:

[Redacted signature block]

SIGNATURE OF WITNESS
NAME AND ADDRESS OF
WITNESS E A G OFF

[Redacted address block]

[Redacted signature block]

SIGNATURE OF DIRECTOR

Secretary/director, in the presence of:

[Redacted signature block]

SIGNATURE OF WITNESS
NAME AND ADDRESS OF WITNESS

E A G OFF

[Redacted address block]

[Redacted signature block]

SIGNATURE OF
SECRETARY/DIRECTOR

breach of contract. Nothing in this agreement shall, however, limit or exclude any liability for fraud.

17. VARIATION

No variation of this agreement [or of any of the documents referred to in it] shall be valid unless it is in writing and signed by or on behalf of each of the parties.

18. COUNTERPARTS

This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

19. THIRD PARTY RIGHTS

19.1 A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act.

19.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any person that is not a party to this agreement.

20. GOVERNING LAW AND JURISDICTION

20.1 This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English law.

20.2 The parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

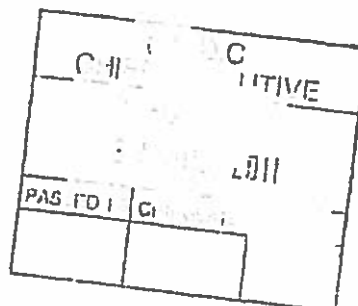
HRF 1



Kensington Taylor
CHARTERED ARCHITECTS • URBAN DESIGNERS

JL.CH.R1029/-110830-L01
30th August 2011

Mr. R. Cohen
East Devon District Council
Knowle
Sidmouth
EX10 8HL



Dear Richard,

COMPARATIVE STUDY TO RELOCATE EDDC OFFICES FROM SIDMOUTH TO HONITON

I enclose the revised fee proposal which includes the extended scope of the study. This will now provide a comprehensive assessment of EDDC's future space requirements and a definitive brief that will inform the design for the new accommodation. This will inform the requirement to proceed on a zero cost basis for the move to Honiton.

There is, as requested, an allowance of 5 days work to cover unforeseen requirements during the study period.

I hope this fee proposal interprets your requirements, correctly. The fee will be invoiced on a monthly basis, with the final fee instalment adjusted as necessary.

Yours sincerely,

[Redacted signature]

JOHN LEES
Managing Director

Enc.

Directors
John Taylor MBE FRIBA FCSD
John Lees DIPARCH RIBA
Brian McBurnish FICAT
Graham Cooper DIPARCH RIBA
Richard Wood DIPARCH RIBA

Associate Directors
Andrew Chaplin DIPARCH RIBA
John Northcott IT Associate
Matthew Clensby RIBA

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Reg No: 5147833 Registered in England

PART THREE		Summary	112.5 hours (15 days)	£7,312.50
			Hours	Days
Briefing note for members and staff detailing relocation logic			7.5	1
Attend 4No EDDC meetings - Member Relocation Panels and Officer Support Group	}		15	2
Prepare papers and presentations as required				
Support DCEO and Head of HR in staff communications/engagement activity	}			
Detail brief for new offices			30	4
Comparison of site release value and new build costs			7.5	1
Funding options			7.5	1
Timelines, critical path and Gantt charts to describe forward action plan, duration of process and project spend/income profile	}		7.5	1
Programme				
Procurement Route for appointment of Consultants (use of approved panels and detail tasks required)	}			
Procurement Route for appointment of Contractors (use of approved panels and detail tasks required)			7.5	1
Construction contract options - Explain different options	}			
Requirements to proceed to full Planning Submission on new offices and outline application for the development of the Knowledge				
In cooperation with DCEO and Head of HR manage advertising and recruitment process for PM job/commission	}		7.5	1
Assessment of PM appointment and confirmation of scope of work				
Provide revised maps, drawings and report			15	2
Statement of Intent	}			
Summary of findings			7.5	1
Recommendations	}			
Presentation to EDDC				
TOTAL			112.5	15
TOTAL TIME:			270 Hours - 36 Days	
COST:				£17,550.00

All above fees are inclusive of standard disbursements but exclusive of VAT

Work carried out to date

The Knowle site - Assessment

- Soft Marketing exercise on the existing site to inform uses
- Assessment to achieve best value on The Knowle
- Planning reviews
- Highways Review
- Storage and IT facilities
- Assessment of existing energy/building costs

Relocation to Honiton

- Assessing potential sites in Honiton
- Soft Marketing exercise with local developers/agents
- Assess Procurement route
- Review of all staff departments/figures relocating to Honiton
- Storage and IT facilities
- Assessment of members requirements
- Assessment on energy savings
- Planning review
- Highways and Devon County review
- Comparative examples of best practice design and relocation
- Support DCEO and the Organisational Development Manager
- Relocation Project Manager Appointment which include
 - Bid process through the South West Consultancy Framework
 - Advert through the Estates Gazette

The Way Forward – Kensington Taylor

Continuation of Office Relocation Study

Part One Review of the Knowle site

Continuation of existing study of The Knowle to include

1. Complete appointment of Relocation Project Manager
2. Community liaison
3. Stakeholder/Town Council Consultation
4. Group/Members Meetings
5. Survey and Studies analysis
6. Assess potential options with developers
7. Preparation of Outline Planning application
8. Assisting in conditional site sale of The Knowle

Part One Relocation of new offices to Honiton

Continuation of existing study of Relocation of new offices to Honiton

1. Develop Sequential Test
2. Test appropriate sites through a feasibility analysis
3. Refine detailed brief for staff requirements, members and departments
4. Detailed IT and storage requirements
5. Business centre relocation assessment
6. Outline Office design
7. Indicative space planning with department adjacencies
8. Public consultation presentations
9. Progress developer interest
10. Soft market testing – Conclusion
11. Identify preferred options to move forward
12. Conditional site sale/Expressions of interest at Heathpark

Client : East Devon District Council
 Project Office relocation
 Scope of Study: Continuation of Relocation Study
 Stage 2 - Outline Planning - The Knowle

A continuation of the East Devon Office Relocation Study after an initial 3 month contract ending December 2011. To include an additional fee for Outline Planning in March/April 2012.

In anticipation of a similar workload we propose the following:-

January 2012		£5,000.00 plus VAT
February 2012		£5,000.00 plus VAT
March 2012		£5,000.00 plus VAT
March 2012	<i>Outline Planning Application - The Knowle</i>	£ 6,200.00 plus VAT
April 2012		£5,000.00 plus VAT
April 2012	<i>Outline Planning Application - The Knowle</i>	£ 6,500.00 plus VAT

DL confirmation 7 6 12-

**Total excluding Outline Planning Application for the Knowle £ 20,000.00 plus VAT
 (As Agenda Item 19 Cabinet 7 March 2012)**

Part 2 – Outline Planning application – The Knowle

The next steps for The Knowle would require an outline planning application to guarantee the uses on the site and to obtain confirmation of the site potential. This will be necessary before moving forward to a conditional sale of the site.

The fee proposal for this stage is partially included within the current work we are doing, in March and April 2012 but, to complete the work the additional fee is highlighted in the table above as a 2 stage fee.

FEE PROPOSAL - COMPARATIVE STUDY TO RELOCATE EDDC OFFICES

Client: East Devon District Council
Project: Office relocation
Scope of Study: Comparative study to assist in progressing the relocation of East Devon District Council Office from the Knowle, Sidmouth to Honiton
Duration: 4 months

PART ONE Outline Planning Application - The Knowle

Duration: 10th April - 10th August 2012

Pre Application

Submission of Outline Planning Application to include;

Preparation

Consultation with planners

2 day Public Consultation period with presentation drawings

Submission of drawings

4 No Meetings

TOTAL	160 Hours	£12,000.00
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PART TWO Exmouth Requirements

Require Exmouth requirements
Satellite Office
Refurbishment of existing town hall

Workshop x 1
Public/Stakeholder consultation

Proposals and outline drawings for facilities in Exmouth including modernisation of existing

Costs for potential requirements

TOTAL	34 Hours	£2,550.00
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PART THREE Honiton

Outline Sketch Proposals for 2 potential sites

Layout proposals

Highways consultation
Planning consultation

TOTAL	60 Hours	£4,500.00
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PART FOUR Continuation of existing Study

Regular Meetings with EDDC

Workshop with DEGW x1

Space planning studies / Sketches

Site Appraisal and Expressions of Interest at Honiton and The Knowle

Assistance to Relocation Project Manager

66 Hours	£4,950.00
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TOTAL - 4 months (May - August)	£24,000
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***199 EDDC Office relocation up-date including exemption from Standing Orders**

Members considered the report of Richard Cohen, Deputy Chief Executive giving an up-date on actions undertaken to progress the Council Office Relocation Project. Cabinet approval was sought to extend the consultancy support contract pending commencement of a selected Relocation Management resource.

The Deputy Chief Executive advised the meeting on progress in respect of the Relocation Management recruitment. An interview panel had met with 3 interested companies and had chosen Davis Langdon which had offices in Exeter and Plymouth and relevant experience of relocating business on time and within budget.

- RESOLVED**
- (1) that progress on EDDC Office relocation activity be noted including the Relocation Management recruitment,
 - (2) that an exemption under Standing Orders be agreed for an extension of the contract for Kensington Taylor to continue to support the relocation project pending handover to new Relocation Management,
 - (3) that a further sum of up to £20,000 be allocated from within the existing approved budget for initial relocation management costs.

REASON

To keep Members Informed of progress on relocation

To extend the contract of Kensington Taylor to reflect additional tasks required of them in the initial preparatory phase of the relocation project, maintain continuity and to support the Deputy Chief Executive and Working Parties pending arrival of a dedicated Relocation Manager

***200 Performance monitoring report until January 2012**

Denise Lyon, Deputy Chief Executive, presented the performance information for the 2011/12 financial year until January 2012. Performance reports were now available on line.

Councillor Jill Elson, Portfolio Holder Sustainable Homes and Communities praised the efforts of the Housing Rental Team which had succeeded in retaining a good and improving collection rate through the traditionally difficult months of January and February

RESOLVED

that the progress and proposed remedial action for performance measures for the 2011/12 financial year until January 2012 be noted

REASON

To enable the Cabinet to continue to monitor the Council's progress in achieving excellent customer service using relevant performance measures

Anti- Bribery Policy

Issue details																																	
Title:	Anti-Bribery Policy																																
Issue and version number:	Issue 1																																
Contents:	<table> <tr><td>Policy Statement</td><td>Page 2</td></tr> <tr><td>The Council's Commitments</td><td>Page 2</td></tr> <tr><td>Specific Policy Areas</td><td>Page 3</td></tr> <tr><td>The Bribery Act</td><td>Page 3</td></tr> <tr><td>Anti-bribery procedures</td><td>Page 3</td></tr> <tr><td>Gifts, hospitality and facilitation payments</td><td>Page 4</td></tr> <tr><td>Penalties</td><td>Page 4</td></tr> <tr><td>Prevention and reporting</td><td>Page 4</td></tr> <tr><td>Raising a concern</td><td>Page 5</td></tr> <tr><td>Awareness and accessibility</td><td>Page 6</td></tr> <tr><td>Review</td><td>Page 6</td></tr> <tr><td>Policy consultation</td><td>Page 6</td></tr> <tr><td>Assessment and appraisal</td><td>Page 7</td></tr> <tr><td>Policy Review</td><td>Page 7</td></tr> <tr><td>Related policies and strategies</td><td>Page 7</td></tr> <tr><td>The seven principles of public life</td><td>Page 8</td></tr> </table>	Policy Statement	Page 2	The Council's Commitments	Page 2	Specific Policy Areas	Page 3	The Bribery Act	Page 3	Anti-bribery procedures	Page 3	Gifts, hospitality and facilitation payments	Page 4	Penalties	Page 4	Prevention and reporting	Page 4	Raising a concern	Page 5	Awareness and accessibility	Page 6	Review	Page 6	Policy consultation	Page 6	Assessment and appraisal	Page 7	Policy Review	Page 7	Related policies and strategies	Page 7	The seven principles of public life	Page 8
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Assessment and appraisal	Page 7																																
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Officer responsible:	Monitoring Officer																																
Authorisation by:	Audit and Governance																																
Authorisation date:	15 March 2012																																
Review date:	May 2015																																

1. Previous Policy

This is a new Policy in response to the Bribery Act 2010

2. Policy Approval

Audit and Governance Committee

3. Policy Statement

3.1 Bribery is a criminal offence. The definition given in the Act is:

Bribery is an inducement or reward offered, promised or provided to gain personal, commercial, regulatory or contractual advantage.

In relation to bribery, our Council's stance is:

- a. We do not, and will not, pay bribes or offer improper inducements to anyone for any purpose.
- b. We do not, and will not, accept bribes or improper inducements from anyone for any purpose.
- c. We do not, and will not, use a third party as a conduit to channel bribes or encourage bribery in any way.

4.1 We have a zero tolerance approach to bribery and are committed to its prevention, deterrence and detection. We aim to maintain anti-bribery compliance "business as usual", rather than as a one-off exercise, and our approach applies to everybody who is involved with the work of this Council, including:

- Councillors
- Employees
- Contractors
- Consultants
- Suppliers and partners
- Customers and residents who deal with the Council.

3. The Council's Commitments

4.2 The Council is committed to helping everyone involved in the work of the Council to act honestly and with integrity at all times. Our Anti-Fraud, Theft and Corruption Policy is closely linked with this Anti-Bribery Policy and both are designed to:

- Encourage prevention of unlawful activity
- Promote detection, and
- Identify a clear approach for investigation

3.2. Our specific commitments in relation to anti-bribery are to:

- a. Set out a clear anti-bribery policy and keep it up to date
- b. Train all employees so that they can recognise and avoid the use of bribery by themselves and others
- c. Encourage our employees to be vigilant and to report any suspicions of bribery by making sure it is easy to report and by sensitive handling of information

- d. Investigate any evidence that points to alleged bribery and support the police and other appropriate authorities in any resulting prosecution
- e. Take appropriate action against any individual(s) involved in bribery, including potentially using the disciplinary policy and involving the police.
- f. Include appropriate clauses in contracts to prevent bribery.

4.3 The Council is also committed to the seven principles of public life which are shown at the end of the Policy in appendix 1. The Council's own values are also relevant and worth repeating here:

Open
Caring
Listening
Accountable
Looking Forwards

4. Specific Policy Areas

5.1. Bribery act 2010

There are four key offences under the Bribery Act 2010:

(http://www.opsi.gov.uk/acts/acts2010/ukpga_20100023_en_1)

- bribery of another person (section 1)
- accepting a bribe (section 2)
- bribing a foreign official (section 6)
- failing to prevent bribery (section 7)

4.2. In relation to section 7 of the Act, an organisation will have a defence to this corporate offence if it can show that it had in place adequate procedures designed to prevent bribery by or of people associated with the organisation.

4.3. Anti-Bribery Procedures

The Council's procedures are based on six principles:

Proportionality

The Council has procedures in place to prevent bribery by people associated with it. These are proportionate to the bribery risks faced by the Council and to the nature, scale and complexity of the Council's activities. They are also clear, practical, accessible, effectively implemented and enforced.

Top level commitment

The Chief Executive and his Management Team are committed to preventing bribery by people associated with it. They foster a culture within the organisation in which bribery is never acceptable.

Risk Assessment

The nature and extent of the Council's exposure to potential external and internal risks of bribery on its behalf by people associated with it is periodically assessed. This includes financial risks but also other risks such as reputational damage.

Due diligence

The Council takes a proportionate and risk based approach, in respect of people who perform or will perform services for or on behalf of the organisation, in order to mitigate identified bribery risks.

Communication (Including training)

The Council seeks to make sure that its bribery prevention policies and procedures are embedded and understood throughout the organisation through internal and external communication, including training that is proportionate to the risks it faces.

Monitoring and review

Procedures designed to prevent bribery are monitored and reviewed and improvements are made where necessary.

5.5 Gifts, hospitality and facilitation payments

Our Employee and Councillor Codes of Conduct

<http://intranet/SearchCenter/policy/Pages/Policyregister.aspx>

http://www.eastdevon.gov.uk/code_of_conduct_2007.pdf

outline the Council's agreed approach to hospitality and gifts and as from April 2012, our hospitality register will be on our website to make it more open and accessible to the public, in line with our council values. The Register is an existing tool which will help us meet the demands of the Act as it will be critical for businesses to maintain proper books and records and ensure total transparency of payments made and corporate hospitality given.

In addition to bribes being illegal, facilitation or "grease" payments (the payment of small sums of money to ensure someone performs their duty, either more promptly or at all) are also illegal.

Employees of the Council are required by its Financial Regulations to report (verbally or in writing) all suspected irregularities to their manager.

5.6 What are the penalties?

If an organisation is found guilty of failing to prevent bribery, there is a risk of a prison sentence of up to 10 years. The Council risks unlimited fines, blacklisting from European Union contracts and the forfeiture of the value of illegal deals under related Proceeds of Crime and money laundering laws. Though the Serious Fraud Office is keen to encourage businesses to self-report and potentially avoid the most draconian consequences, this decision should only be made after weighing up the position very carefully and taking specific legal advice.

5.7 In terms of penalties for our individual members of staff, this Policy and the Anti Fraud, Theft and Corruption Policy outline the importance for all people associated with the work of the Council to understand that they play a role in preventing, detecting and reporting bribery and other forms of corruption. As well as the possibility of civil and criminal prosecution, staff that breach this policy will face disciplinary action, which could result in summary dismissal for gross misconduct.

5.8 Prevention and reporting

Our Anti Fraud, Theft and Corruption Policy sections on culture, members, systems and reporting are all relevant to this Anti Bribery Policy and are

available on our Intranet to read in conjunction with this Policy.

<http://Intranet/SearchCenter/policy/Pages/Policyregister.aspx>

In essence, our work to make sure the six principles (described in paragraph 5.3) and procedures outlined in the Anti Fraud Policy are embedded mean we have adequate procedures in place to demonstrate a culture/organisation where bribery and corruption are unlikely to succeed.

5.9 The array of preventative systems, particularly internal control systems within the Council, has been designed to provide indicators of any fraudulent activity, although generally they should be sufficient in themselves to deter fraud. It is often the alertness of staff, Members and the public to indicators of fraud, theft bribery or corruption that enables detection to occur and the appropriate action to take place when there is evidence that fraud or corruption may be in progress.

5.10 Reporting is essential and:

- ensures consistent treatment of information on fraud, theft, bribery and corruption
- facilitates proper investigation
- enables the council to properly implement an investigation plan.

5.11 Raising a concern

This Council is committed to ensuring that all of us have a safe, reliable, and confidential way of reporting any suspicious activity. We want each and every member of staff to know how they can raise concerns.

5.12 We all have a responsibility to help detect, prevent and report instances of bribery. If you have a concern about a suspected instance of bribery or corruption, please speak up – your information and assistance will help. The sooner you act, the sooner it can be resolved. There are multiple channels to help you raise concerns, all outlined in the Anti Fraud, Theft and Corruption Policy <http://Intranet/SearchCenter/policy/Pages/Policyregister.aspx>

5.13 Staff and councillors who refuse to accept or offer a bribe, or those who raise concerns or report wrongdoing can understandably be worried about the repercussions. We aim to encourage openness and will support anyone who raises a genuine concern in good faith under this policy, even if they turn out to be mistaken. We are committed to ensuring nobody suffers detrimental treatment through refusing to take part in bribery or corruption, or because of reporting a concern in good faith. If you wish to discuss any worries relating to evidence which points to potential bribery or corruption, you can contact:

Denise Lyon, Monitoring Officer

Email: dlyon@eastdevon.gov.uk

Tel: 01395 517480

Write to: Knowle, Sidmouth, EX10 8HL

Rachel Pocock, Deputy Monitoring Officer

Email: rpocock@eastdevon.gov.uk

Tel: 01395 517401

Write to: Knowle, Sidmouth, EX10 8HL

Simon Davey, S151 Finance Officer

Email: sdavey@eastdevon.gov.uk
Tel: 01395 517490
Write to: Knowle, Sidmouth, EX10 8HL

Chris Gunn, Group Auditor for the South West Audit Partnership (SWAP):

E-mail: Chris.Gunn@southwestaudit.gov.uk
Tel: 07917 628779

Write to: The Deane House, Belvedere Road, Taunton, TA1 1HE.

Alternatively, you may contact the East Devon District Council Fraud Line number which is 01395 517494.

5.14 In addition, the Fraud Forum (Section 151 Officer, Monitoring Officer, Deputy Monitoring Officer, Corporate Managers – Organisational Development and ICT, any other officer deemed appropriate, for example the Head of Service originally notified) may meet to discuss any relevant issue raised. Their decision will depend on the nature and anticipated extent of the allegations, and where necessary, SWAP will work closely with either the S151 Officer or Monitoring Officer to ensure that a proper investigation is undertaken and a report with supporting evidence is produced.

5.15 Awareness and accessibility

The Council recognises that the effectiveness of its Anti-Bribery Policy and its general credibility will depend largely on the effectiveness of programmed training and responsiveness of staff throughout the organisation. To facilitate this, the Council supports training for Members and particularly for staff involved in internal control systems to ensure that their responsibilities and duties in this respect are regularly highlighted and reinforced.

In addition, the Deputy Monitoring Officer will maintain a record of reports of suspected fraud, bribery and corruption and report to Strategic Management Team on a regular basis so that they are aware of issues.

5. Review

6.1 If needed, the Section 151 Officer will arrange to meet with the Monitoring Officer, Deputy Monitoring Officer and Corporate Manager – Organisational Development on a six monthly basis to review any reported fraud or bribery attempts and the subsequent action that has been taken to:

- Make sure that the response plan has been followed
- review whether or not the response plan has been robust enough to react correctly to the allegation made
- review the results of the investigation and what actions, if any, need to be taken to ensure that nothing similar happens in the future
- follow up with the relevant officer the changes that need to be made to ensure that they are put in place.

6. Policy Consultation

6.2 Strategic Management Team, Staff Joint Forum and South West Audit Partnership

7. Assessment and appraisal

7.2. This Policy has had an equality analysis.

8. Policy Review

8.2. The Monitoring Officer will review this policy in the light of any legislation and in May 2015 to consider any changes required.

9. Related Policies and Strategies

- Anti Fraud, Theft and Corruption Strategy
- Prosecution Policy
- Anti-Money Laundering Policy
- Code of Corporate Governance
- Codes of Conduct (employees and councillors)
- Grievance Policy and Procedure
- Whistleblowing Policy
- Procurement Strategy
- Financial Regulations
- Financial Operating Procedures
- Contract Standing Orders

Appendix 1

10. The Seven Principles of Public Life

Selflessness

Holders of public office should act solely in terms of the public interest. They should not do so in order to gain financial or other material benefits for themselves, their family, or their friends.

Integrity

Holders of public office should not place themselves under any financial or other obligation to outside individuals or organisations that might seek to influence them in the performance of their official duties.

Objectivity

In carrying out public business, including making public appointments, awarding contracts, or recommending individuals for rewards and benefits, holders of public office should make choices on merit.

Accountability

Holders of public office are accountable for their decisions and actions to the public and must submit themselves to whatever scrutiny is appropriate to their office.

Openness

Holders of public office should be as open as possible about all the decisions and actions that they take. They should give reasons for their decisions and restrict information only when the wider public interest clearly demands.

Honesty

Holders of public office have a duty to declare any private interests relating to their public duties and to take steps to resolve any conflicts arising in a way that protects the public interest.

Leadership

Holders of public office should promote and support these principles by leadership and example.