

Alston Moor Parish Council

Alston Moor Community Development Coordinator

AGREEMENT FOR A CONTRACT FOR SERVICES

between

ALSTON MOOR PARISH COUNCIL

and

SARAH STAMFORD

THIS AGREEMENT is made on Tuesday 16th June 2026

AND IS MADE BETWEEN:

Alston Moor Parish Council ("AMPC"), Front Street, Alston, Cumbria CA9 3RF

and

Sarah Stamford ("the Consultant") of Woodstock, Alston, CA9 3UJ

IT IS HEREBY AGREED as follows:

1. Definitions

In this Agreement the following words and expressions shall have the following meaning unless the context requires otherwise:

Commencement Date Tuesday 16th June 2026

Consultancy Services

A contract for services will be provided by the Consultant in the course of their appointment hereunder as set out in Appendix 1 to this Agreement, such services to be provided using reasonable skill and care.

Performance Date	December 1st 2026 followed by annual appraisal in May 2027
Project	The work described in Appendix 1 to this Agreement
Steering Group	Staffing Committee Group
Point of Contact	Parish Council Clerk. Two members of the working group to meet the Consultant monthly to review work plan

2. Appointment

- 2.1 With effect from the Commencement Date, the Consultant will provide services as laid out in the work plan (Appendix 2). Following an annual appraisal of progress the work plan will be reviewed and amended as appropriate.

3. Probationary Period

- 3.1 The first 3 months of this contract will be a probationary period, during which the Consultant's performance will be monitored. During the probationary period this agreement may be terminated by either party giving one week's notice to the other in writing.

4. Duties

- 4.1 The main aim of the Consultant is to support and develop the wide range of groups and projects on Alston Moor which contribute to ensuring that the community thrives and supports everyone, and provides opportunities for local people in many aspects of life.
- 4.2 During their appointment the Consultant shall devote such of their time, attention and skill to the Project as shall be necessary for the proper performance of the Consultancy Services. The Consultant hereby acknowledges and accepts that there is a requirement imposed on the Consultant to carry out consultation in the local community which involves some of that work being undertaken outside normal office hours and amongst hard to reach groups. The Consultant further acknowledges that the requirement to undertake engagement with the various groups is fundamental to the success of the role and shall devote sufficient time to ensure this happens along with the other duties outlined in the Agreement.
- 4.3 The Consultant shall keep the Parish Council informed of progress through the Point of Contact and the Working Group and shall produce a monthly written reports for the monthly Parish Council meetings. While the Consultant's method of working is entirely at their discretion they

shall nevertheless comply with reasonable requests of the Parish Council.

5. Intellectual Property Rights

- 5.1 All the intellectual property rights of the work product of the Consultant will be assigned to the Parish Council to be used by the Parish Council in any way deemed appropriate by the Parish Council in the furtherance of the work and promotion of the Parish Council.

6. Fee

- 6.1 An annual fee of £19,500 (to a maximum of £20,500) shall be payable by the Parish Council for the provision of services inclusive of all taxes and such fee shall be payable in monthly instalments on the submission of a monthly invoice.
- 6.2 In order for this provision of services be continued, the Consultant will apply and confirm within a maximum of 6 months, that funding for the provision of the services has been acquired and enable the service to continue thereafter. The Consultant will remain under the management of the Parish Council.

7. Expenses

- 7.1 The payment of expenses shall be paid on submission of a monthly invoice for the following items:
1. A virtual phone number shall be provided and allocated to an appropriate mobile phone. An invoice for the rental will be submitted on a monthly basis for payment by the Parish Council.
 2. Mileage will be paid for any work relevant to the service away from Alston Moor and for any local mileage in excess of 20 miles in any one week at 45p per mile.

8. Confidentiality

- 8.1 The Consultant hereby acknowledges that during the course of their appointment under this Agreement they are likely to obtain knowledge of confidential information with regard to the business and financial affairs of the Parish Council and of the Councillors and partners, customers and suppliers details of which are not normally in the public domain ("Confidential Information"), including in particular information gained from various consultation exercises and accordingly the Consultant hereby undertakes to and covenants with the Parish Council that:

8.1.1 they shall not use the Confidential Information other than during the continuance of this Agreement and in connection with the provision of the Consultancy Services; and

8.1.3 they shall not at any time after the date of this Agreement (save as required by law) disclose or divulge to any person other than to officers of the Parish Council whose province it is to know the same any Confidential Information and they shall use their best endeavours to prevent the publication or disclosure of any Confidential Information by any other person.

8.2 The restrictions set out in Clause 8.1 shall cease to apply to information or knowledge which comes into the public domain otherwise than by reason of the default of the Consultant or any delegates or sub-contractors of the Consultant.

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9. Delivery up of Documents

Upon the expiration or termination of their appointment under this Agreement for whatsoever cause, the Consultant shall forthwith deliver up to the Clerk of the Parish Council or its authorised representative any property belonging to the Parish Council which is in the possession of the Consultant.

10. Termination of Agreement

The Parish Council shall have the right to terminate this Agreement at any time by summary notice [given to the Consultant in person or posted to the Consultant's address (whether or not such summary notice is actually delivered)] without any payment in the event of the Consultant:

- 10.1 being in material or persistent breach of any of the terms of this Agreement;
- 10.2 having a bankruptcy insolvency or similar order made against them;
- 10.3 being convicted of any criminal offence;
- 10.4 persistently and wilfully neglecting or becoming incapable for any reason of efficiently performing the Consultancy Services; or
- 10.5 doing any act or refraining to do any act manifestly prejudicial in the view of the Councillors to the interests of the Parish Council or which in the opinion of the Clerk of the Parish Council may bring the Parish Council into disrepute;

and the Consultant shall have no claim against the Parish Council in respect of the termination of their appointment for any of the reasons specified pursuant to Clauses 10.1 to 10.5.

11. Tax Liabilities

The Parish Council and the Consultant declare and confirm that it is the intention of the Parties that the Consultant shall have the status of a self-employed person and shall be responsible for all income tax liabilities and national insurance or similar contributions in respect of their fees and accordingly the Consultant hereby agrees to indemnify the Parish Council in respect of any claims that may be made by the relevant authorities against the Parish Council in respect of income tax or other tax liabilities and national insurance or similar contributions relating to the Consultant's services under this Agreement.

12. No Employment

Nothing in this Agreement shall render or be deemed to render the Consultant an employee of the Parish Council. This Agreement does not create a mutuality of obligation between the Consultant and the Parish Council.

13. Entire Agreement

This Agreement contains the entire agreement and understanding of the Parties relating to the subject matter of this Agreement.

14. Survival of Causes of Action

Subject to clause 10, the termination of this Agreement howsoever occurring shall not affect the rights and liabilities of the Parties already accrued at such time nor affect the continuance in force of such of its provisions as are expressed as or capable of having effect after such termination.

15. Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any Court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the illegal or unenforceable provision eliminated.

16. Waiver

16.1 Failure of any Party to insist upon strict performance of any provision of this Agreement or the failure of any Party to exercise any right or remedy to which they are entitled hereunder shall not constitute a waiver thereof and shall not cause a diminution of the obligations under this Agreement.

16.2 No waiver of any of the provisions of this Agreement shall be effective unless it is expressly stated to be such and signed by all the Parties to this Agreement.

17. Communications

Any communication to be given pursuant to the terms of this Agreement shall be in writing and shall be delivered by hand or sent by post to the address of the addressee as set out in this Agreement or such other address (being in Great Britain) as the addressee may from time to time have notified for the purpose of this Clause.

18. Law and Jurisdiction

This Agreement is governed by the laws of England and Wales and the parties submit to the jurisdiction of the Courts of England and Wales.

SIGNED:



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Raymond Miller

Chair for Alston Moor Parish Council

Authorised to sign in that behalf

16/6/2026

SIGNED:



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Sarah Stamford

Community Development Coordinator