

# Weymouth BID Ltd Confidentiality Agreement



**This Confidentiality Agreement is dated**

**DATE .....**

## 1. Parties

Weymouth BID Ltd of Lupins Business Centre, 1-3 Greenhill Weymouth Dorset DT4 7SS  
and;

BID Board Member; (print name)..... (hereinafter  
referred to as “BBM”)

Referred to collectively as the Parties.

## 2. Introduction

The Parties enter into a non-disclosure agreement in line with the terms set out within  
this Agreement.

Weymouth BID is defined as:

A Business Improvement District (BID) scheme is a business-led initiative supported by  
government legislation which gives local businesses the power to ‘raise funds locally to  
be spent locally’ on improving their trading environment.

A BID Levy Payer is a person or business within the defined BID area that pays the levy  
fee and is an automatic member of Weymouth BID Ltd through the payment of the fee.

Weymouth BID Ltd will be party to certain business discussions including the  
consideration of tenders, levy payer information and on occasions time limited  
embargoed information.

These discussions or information may lead a BID Board Member to consider and or be  
in receipt of Confidential Information.

The Parties enter into this Agreement to protect that Confidential Information.

## 3. Definitions

CONFIDENTIAL DOCUMENTATION means a document or other item that contains  
Confidential Information.

CONFIDENTIAL INFORMATION means- Any information relating to the tenders, BID  
Levy payers or embargoed information which is not publically available including, but not  
limited to, any information specifically designated as confidential, any information  
supplied by any third party in relation to which a duty of confidentiality arises or is owed

and any other information which should otherwise be reasonably regarded as possessing a quality of confidence or as having commercial value in relation to the tenders, or any information relevant to any other BID business which is not in the normal course of practice placed into the public domain.

#### **4. Weymouth BID Ltd Obligations and Exceptions to Obligations**

- 4.1. Weymouth BID Ltd will maintain Confidential Information in confidence by taking such measures as it takes to protect its own Confidential Information of like kind, and in any event a reasonable level of care.
- 4.2. Weymouth BID Ltd will use Confidential Information solely in the processing of BID applications unless otherwise authorised.

#### **5. Bid Board Member's Obligations**

- 5.1. BID Board Member will not communicate, disclose or make available all or any part of the Confidential Information to any third party;
- 5.2. BID Board Member will not directly or indirectly use or permit others to use the Confidential Information other than for the purpose of considering tenders, contracts and levy payer information.
- 5.3. BID Board Member will not make any announcement or disclosure in connection with the Confidential Information without a formal request in writing to the Board for written consent of Weymouth BID Ltd. Board to disclose the confidential information. Any approval would have to be formally agreed at a full Board Meeting by simple majority
- 5.4. The BID Board Member will take all measures necessary to secure the confidentiality of the Confidential Information including;
  - 5.4.1. Keeping all Confidential Information and all information generated based on the Confidential Information separate from all other documents and records;
  - 5.4.2. Keeping all documents and any other material bearing or incorporating any of the Confidential Information separate from all other documents and records;
  - 5.4.3. Not using, reproducing, transforming or storing any of the Confidential Information externally or transmitting it in any form without the written consent of Weymouth BID Ltd as indicated in 5.3 above.
  - 5.4.4. Obtaining from employees having access to the Confidential Information their undertaking to maintain the same as confidential and taking such steps as may be reasonably necessary to enforce such obligations.
  - 5.4.5. BID Board Member must consider email communication of confidential information in the same way and consider this when sending emails.

#### **6. Exceptions to Obligations**

- 6.1 The obligations of confidentiality and non-use will not apply with respect to the

following;

- 6.1.1. Information which is generally available to the public at the time of disclosure other than as a result of a breach of this Agreement

**7. General**

- 7.1. This Agreement does not create any agency or partnership relationship other than that already in existence.
- 7.2. Should either Party cease to continue to be involved in the BID or on the cessation of the BID the obligations of each Party shall nevertheless continue without limit as to time.
- 7.3. The failure by either party to enforce at any time any one or more terms of the terms of this Agreement shall not be a waiver of them or the right at any time subsequently to enforce all terms and conditions of this Agreement.
- 7.4. The Parties agree that damages may not be a sufficient remedy to any breach of the terms of this Agreement and that as a result injunctive or other equitable relief may be obtained in respect of any breach or anticipated breach.
- 7.5. This Agreement contains the entire understanding between the Parties regarding its subject matter. Any additions or modifications to this Agreement must be made in writing and signed by each Party.
- 7.6. The rights, duties and obligations of the Parties and the validity, interpretation, performance and legal effect of this Agreement shall be governed and determined by the Laws of England and Wales and the Parties hereby submit to the exclusive jurisdiction of the English Courts.

The Parties have read this document and agree to it. This document has been entered into as a Deed and is delivered and takes effect at the date stated at the beginning of it.

Signed as an Agreement by .....

Name .....

For and on Behalf of Weymouth BID Ltd

Title .....

Date .....

Signed as an Agreement by .....

Name .....

BID Board Member

Date .....

