



INVITATION TO TENDER

Haslingden Market Regeneration

PLACE-MAKING EXPERT



Version Control:

Reviewed/ Updated by:	Date of review/ change:	Version #
LA	Draft	1
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Please read this entire document before completing your response.

INSTRUCTIONS:

Rossendale Borough Council are seeking the expertise of a place-making organisation to assist with the design and delivery of the Haslingden Market Regeneration Scheme.

- 1.1.1 Rossendale Borough Council ("the Council"), is inviting you to tender for the provision of those services described in section 2 below (Specification) ("the Service").
- 1.1.2 You are required to submit your Tender to meet the specification set out in Section 2 of this Request for Tender.
- 1.1.3 It is essential that you comply with the following instructions in the preparation and submission of your Tender. The Council reserves the right to reject any Tender that does not comply with these instructions.
- 1.1.4 Tenders must be received by **10am Friday 9th June 2023**. Any Tender submitted after this date and time will be disregarded by the Council.
- 1.1.5 Procurement timescale:
The process is being conducted in accordance with the following indicative timescale:

Tender document issued	Monday 22 nd May 2023
Closing date for receipt of Tender	10am Friday 9 th June 2023
Start of assessment period	Friday 9 th June 2023
Contract Award	Monday 12 th June 2023

- 1.1.6 Bidders are requested to register their interest to: LeahArmitage@rossendalebc.gov.uk to ensure that any amendments or questions can be shared with all interested parties. Clarification questions should be submitted to the same email no later than 7 days prior to close date. Please note that the Council's responses to any queries or clarification requests may, at the Council's discretion, be circulated to all EOI registered parties.
- 1.1.7 Other than the registered officer, **Leah Armitage**, no other Council employee or member of the Council has the authority to give any information or make any representation (express or implied) in relation to this Tender, or any other matter relating to the Contract. Any attempt to lobby for or against to Members or Officers of the Council or media during the tender process may be considered grounds for exclusion.
- 1.1.8 **Completed tenders must be sent to the following email only: tenders@rossendalebc.gov.uk no later than 10am on Friday 9th June 2023.** In the event of a large submission tenderers are requested to send several emails which are clearly numbered and indexed and titled **Haslingden Market Regeneration Scheme – Place-Making Expert**

1.1.9 Your tender must include the following documents:

- i Full price schedule and cost breakdown
- ii Method statement response
- iii Certificate of Non Collusion and Non Canvassing
- iv Acknowledgement and Agreement of the Terms and Conditions
- v Acknowledgement and Agreement of the Data Protection Agreement

The Council reserves the right to reject any tender where the Tender Response has not been fully completed or that does not meet the tender return timescale.

1.1.10 The Council reserves the right to issue supplementary documentation at any time during the tendering process to clarify any issue or amend any aspect of the Tender. All such further documentation that may be issued shall be deemed to form part of the Tender and shall supplement and/or supersede any part of the Tender to the extent indicated.

1.1.11 A Tender submitted in accordance with this Request for Tender will be deemed to remain open for acceptance or non-acceptance by the Council for a period of 90 days from the closing date stipulated. The Council may accept the Tender at any time within this prescribed period. The Council shall, however, not be bound to accept the lowest or any quotation.

1.1.12 If your Tender is accepted by the Council, you will be required to enter into a Contract with the Council for the provision of the Services ("the Contract"). The Contract shall incorporate the terms and conditions published with this Request for Tender.

1.1.13 Your Tender must be completed in full and in English.

1.1.14 Your Tender must be submitted in Microsoft Word format and any supporting documentation must be submitted in Microsoft Word, Microsoft Excel or Adobe PDF format. It is your responsibility to ensure that the Council receives your tender by the specified deadline. In the event that Tenderers believe that they are unable to submit a Tender through the electronic system or require assistance they must contact the Procuring Officer **no later than 4 calendar days before the submission date for the Tender** to enable any technical queries to be investigated and resolved.

1.1.15 Your Tender must be signed and dated where required.

FREEDOM OF INFORMATION ACT AND ENVIRONMENTAL INFORMATION STATEMENT

The Council is subject to The Freedom of Information Act 2000 ("Act") and The Environmental Information Regulations 2004 ("EIR").

As part of the Council's obligations under the Act or EIR, it may be required to disclose information concerning the procurement process or the Contract to anyone who makes a reasonable request.

If Tenderers consider that any of the information provided in their Tender is commercially sensitive (meaning it could reasonably cause prejudice to the organisation if disclosed to a third party) then it should be clearly marked as **"Not for disclosure to third parties"** together with valid reasons in support of the information being exempt from disclosure under

the Act and the EIR.

The Council will endeavour to consult with Tenderers and have regard to comments and any objections before it releases any information to a third party under the Act or the EIR. However the Council shall be entitled to determine in its absolute discretion whether any information is exempt from the Act and/or the EIR, or is to be disclosed in response to a request of information. The Council must make its decision on disclosure in accordance with the provisions of the Act or the EIR and can only withhold information if it is covered by an exemption from disclosure under the Act or the EIR.

The Council will not be held liable for any loss or prejudice caused by the disclosure of information that:

Has not been clearly marked as "Not for disclosure to third parties" with supporting reasons (referring to the relevant category of exemption under the Act or EIR where possible); or

Does not fall into a category of information that is exempt from disclosure under the Act or EIR (for example, a trade secret or would be likely to prejudice the commercial interests of any person); or

In cases where there is no absolute statutory duty to withhold information, then notwithstanding the previous clauses, in circumstances where it is in the public interest to disclose any such information.

2.0 SPECIFICATION:

Haslingden Market: Place-making expert required to carry out full condition surveys, development appraisals, regeneration of the market site designs, and RIBA 1-7 for the market site.

Background:

- 2.1 Rossendale Borough Council has been successful in securing UK Shared Prosperity Funding (UK SPF) that is aiding to fund a number of small capital and revenue projects in the borough. Through a combination of UK Shared Prosperity Funding, and a Rossendale Borough Council contribution, Haslingden Market will be receiving £500,000 to revitalise the market space.

Like with many markets around the country, in recent years, the popularity of this market has declined due to the ease of online shopping and supermarkets. Haslingden Market now has only three weekly traders. It has been identified through significant consultation with the local community that there is a want for the market to be regenerated and made suitable for a 'modern' market.

Haslingden Market comprises of 12 permanent stalls; 20 table-top stalls under a fixed shelter; a communal trader space that contains a toilet, kitchen area, and storage facilities; and a public toilet block. The public toilets were closed at the beginning of the pandemic and never re-opened.

- 2.2 To progress with the next phase of this project, the Council is now required to develop a fully costed and detailed design plan for the Haslingden Market Regeneration Scheme. These will be used to draw down grant funding from the UK Shared Prosperity Fund.

- 2.3 The eligible works within the remit for the Place-Making Expert are:

- Interpret consultation to develop scheme for Haslingden Market that is within budget and meets timeframes.
- Secure the relevant planning permissions and licenses
- Assist with consultation material
- Advise on exit plan for the Haslingden Market.
- Help to devise a branding package suitable for Haslingden Market
- Project manage all contractors that the Place-Making Expert sub-contracts.

Haslingden Market sits within the Haslingden Conservation Area, which was adopted in 2019. Haslingden is characterised by building types and townscape at the junction of Manchester Road and Deardengate. It has distinctive townscape views from the crossroads, particularly north and south along Deardengate. The focus of the Conservation Area is around the historic core of Haslingden (Appendix A). The main entrance to Haslingden Market is from Blackburn Road, which sits perpendicular at the crossroads from Deardengate. There's also a passageway directly from the middle of Deardengate down to the back entrance of the market.

The Economic Development Team at Rossendale Borough Council are currently working on a National Lottery Heritage Funded Townscape Heritage Initiative Scheme on Deardengate called 'The Big Lamp Project'. This £1.8m scheme includes shopfront improvements, a public realm scheme at the top end of Deardengate and the refurbishment of local landmark 'The Big Lamp'.

Haslingden holds possibly the oldest street market licence in England, with markets regularly held there since at least 1555. Although Haslingden Market has declined in popularity in recent years, public consultation carried out in early 2023 of 433 residents found that there is a desire for a revitalised market in Haslingden. All public consultation responses can be found in **Appendix D**.

The Place-Making Expert will be responsible for the procurement, instruction, management, quality control and payment of all sub-contractors working the design element of the project

The Place-Making Team shall be required to procure, facilitate, arrange and supervise all surveys and investigations as required however, it is hoped that many changes can be made without being too intrusive.

All bidders must quote a rate for their professional fees for each stage of the project as required. It is crucial that costs for professional fees and their associated services such as designs, surveys, development appraisals and subsequent schedule of works are costed accurately, taking into consideration reasonable variations or a one off event.

It is critical that Bidders fully understand and appreciate, that Haslingden Town Centre is a designated Conservation Area that was designated in 2019.

The Conservation Area looks to actively protect and manage the designated area which is of special architectural interest and help to maintain the character of the designated area, whilst positively managing change to ensure it is appropriate and sympathetic to the character and quality of the area.

Please see **Appendices A and B** for more details on the Conservation Area.

The Council and other partner organisations will be leading on the repurposing and we reserve the right to use alternative providers/managers per stage and only commission on a stage by stage basis.

The delivery programme Haslingden Market's Regeneration Scheme, as funded through the UK Shared Prosperity Fund must be delivered by March 2025.

Provision of Information

The Council will provide as much information as possible to assist with this piece of work. This will include relevant information from the following sources:

- Haslingden 2040 Vision
- Haslingden Conservation Area Appraisal
- Haslingden Market Conservation Area Map
- Haslingden Market Public Consultation Results
- Photographs of Haslingden Market

These documents are available in the Appendix at the end of this document.

Management Arrangements:

The commission will be managed by the Economic Development Team led by the Economic Development Officer, Leah Armitage. The Economic Development Team will co-ordinate liaison between the Place-Making Expert and other relevant Officers in the Council and other organisations, where necessary.

Submission Requirements:

Tenderers are invited to submit proposals to Rossendale Borough Council for consideration demonstrating the following:

- An understanding of the brief and requirements
- A methodology of how the condition surveys, development appraisals, repurposing designs RIBA 1-7 will be developed
- A work programme timeline which reflects the methodology to achieve the completed sections surveys, appraisal, costings and designs.

Resources and Personnel:

Tenderers must specify how their project team will be set up, who will lead it and roles each member of the team will play; the roles and responsibilities of any sub-consultants should also be set out clearly. CVs of the Project Director, Project Manager, and other appropriate staff, including any sub-consultants, should be provided.

A clear day to day project manager must be identified who will be the main contact and who will have full knowledge of every aspect in the preparation sections of the Tender and that that any immediate issues can be quickly addressed, or meetings attended at short notice. A schedule of inputs for each team member and their overall time requirements should be included.

It is expected that the project manager, or their representative, may be in attendance at the Haslingden Market Site Team meetings held in at the Council offices in Bacup, or at a Town Centre location on a monthly basis.

Capability Statements and References:

Consultants will be required to demonstrate a proven track record with regards to the requirements of the commission. The key skills and competencies required from consultants are:

- Knowledge and understanding of place-making
- Experience in establishing arrangements for project management, including monitoring and evaluation.

Please provide details of two comparative or relevant projects carried out by your organisation and by the individuals who would be part of the project (please limit each example to one double-sided A4 page).

Details of two independent referees (including at least one Local Authority), for whom

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similar, or comparable, work has been conducted.

Fee Proposal:

The Council has a maximum budget of £500,000 set for the completion of the project, this includes both the development and the delivery. Bidders should clearly set out their fees involved, including a breakdown of the fees for each of the persons involved in undertaking the study. This should cover the following:

- A breakdown of costs relevant to each stage of the project;
- The number of hours and rates for each member of the team; and
- Overall budgeted fee for the total project.

The fee for the project will be fixed in advance and include all expenses excluding VAT. The cost of attending meetings during the course of the study should be included in the composite fee to be submitted. In terms of arrangements for fee payments; all fees will be agreed prior to the start of the contract and invoices will be paid on a monthly basis by the Council.

EVALUATION CRITERIA and SELECTION PROCESS:

The criteria described in this Request for Tender is the Criteria used by the Council to determine the Most Economically Advantageous Tender. You must provide the information required in section 5 (Tender Response). The information you provide will be evaluated by the Council using the criteria described below and the Contract will be awarded to in accordance with this criteria.

Your Tender Response will form part of the Contract.

The Council reserves the right to request you to attend an interview to clarify matters contained within you Tender Response.

Tenders will be scored using the following criteria:

Price Please mark a fixed fee for this project. The fee must include all design team sub-contractors as required such as QS, Architect, planning fees, etc. Please clearly outline what your fee includes and any potential exclusions		Pass / fail 60%
Method Statement 1 – The approach you would take on a project like this <i>(1000 word limit)</i>	40%	
Method Statement 2 – Experience of two markets, or case studies with photographs <i>(1000 word limit)</i>		
Method Statement 3 – Managing consultants to keep a project on time and to budget <i>(500 word limit)</i>		

Responsible Procurement: The answers provided in your Response will be evaluated and scored. Bidders who self-certify that they do not meet the requirements of this section will be excluded. The provision of insufficient or false information and/or any responses that leads the Council, acting reasonably, to conclude (considering the risk that the relevant answer concerns the Bidder's ability to properly perform the contract) that it would be inappropriate to select the Bidder on this occasion, will result in exclusion. Exclusion grounds may apply at any point in the procurement process up to the award of contract

SCORING METHODOLOGY:

The following scoring methodology shall be used for the Method Statement question(s):

Score	Performance
0	The response raises major concerns about understanding or approach which is potentially highly detrimental to satisfactory service delivery or contract performance.
1	The response suggests significant shortcomings of understanding or approach which may impact on service delivery or contract performance.
2	The response suggests minor shortcomings of understanding or approach which may impact to a short extent on service delivery or contract performance.
3	The response raises no concerns about understanding or approach to service delivery or contract performance.

If a tender scores '0' against any one or more method statements, this will give grounds for excluding that tender from any further consideration. For any tenders so excluded, the relevant price will also be excluded from the evaluation.

PRICE:

Price shall be allocated a total of 60% of the marks available.

Your Price submission will be scored using the following methodology:

$$(Lowest Price Submitted / Bidders Submitted Price) \times Weighting$$

The Council will seek clarification from you if your submitted Tender is considered by the Council to be economically unviable. Following a review of any submission that you make in response to such a clarification, if the Council remains of the opinion that the submitted Tender is economically unviable, the Council will reject that Tender.

4.0 STANDARD TERMS AND CONDITIONS OF CONTRACT:

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1. Definitions and Interpretation:

1.1. The following words and expressions shall have the following meanings:

Assets:	Any Council equipment, software or intellectual property used by the Provider for the delivery of the Service.
Authorised Council Officers:	Council officers authorised by the Contract Manager as notified to the Provider in writing by the Council from time to time.
Background IPR:	means intellectual property rights existing prior to this Agreement or generated outside the services under this Contract which one Party agrees to make available to the other in the course of carrying out its obligations.
Business Continuity Plan:	the business continuity and disaster recovery plan prepared by the Provider pursuant to Clause 9
Change in Law:	means any change in any law or change in any of the requirements of any code of practice, which comes into force after the Commencement Date
Change of Control Events:	means the events in clause 20.
Commencement Date:	means the date as the parties may agree.

Commercially Sensitive

Information:	the information comprising the information of a commercially sensitive nature relating to the Provider, its intellectual property rights or its business or which the Provider has indicated to the Council that, if disclosed by the Council, would cause the Provider
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significant commercial disadvantage or material financial loss.

- Confidential Information:** means any information which relates to trade secrets, know-how, intellectual property rights and personnel or has been designated as confidential by either party in writing or that ought to be considered as confidential including Commercially Sensitive Information.
- Contract:** means the contract for provision of the Service in accordance with the Contract Documents.
- Contract Documents:** any document agreed by the parties to be Contract Documents including but not limited to these terms and conditions, the Specification, the Contract Particulars, the Providers' tender and all other Tender Documents;
- Contract Manager:** means the person who is authorised by the Council to manage the Contract.
- Contract Particulars:** means the contract particulars set out in part A of this Contract.
- Contract Period:** means the period from the Commencement Date to either:
- i. the date of expiry of the Term or such other date of expiry as may be varied by any extensions to the Contract which are agreed pursuant to clause 3.2 (Extended Term); or
 - ii. such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract.
- Contract Price:** means the price agreed by the parties for the full and proper performance by the Provider of its obligations under the Contract.

Council Auditors:	means the Council's internal auditors and external auditors.
Council Data:	<p>i. data, text drawings sounds which are embodied in any electric optical or tangible media which are :-</p> <p>(a) supplied to the Provider by or on behalf of the Council or</p> <p>(b) which the Provider is required to generate, process store or transmit pursuant to this Contract or</p> <p>ii. any Personal Data for which the Council is the Data Controller</p>
Data Controller:	data controller as defined by the DPL.
Data Processor:	data processor as defined in the DPL.
Data Protection Legislation (DPL):	<p>(i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR, (ii) the DPA, (iii) and any national implemented Laws, regulations and secondary legislation about the processing of personal data and privacy as amended or updated from time to time and (iv) any successor legislation to the GDPR or the DPA.</p>
Data Subject:	a natural person whose data is processed.
DPA:	Data Protection Act 1989 and or Data Protection Act 2018 [subject to Royal Assent].
Default:	means any breach of the obligations of the relevant party or any act or omission or negligence of the relevant party in connection with performance of their obligations.
Default Interest Rate:	means 8% above the base lending rate of the Bank of England.
Force Majeure:	<p>means:</p> <p>(a) an act of God including but not limited to fire, flood or natural disaster, act of war, destruction or damage to; or</p>

- (b) any event or circumstances which are beyond the reasonable control of the party affected but shall not include strike action (save to the extent caused by an event of Force Majeure) or the failure to provide the Service by a sub-Contractor.

General Change in Law: a Change in Law where the change is of a general legislative nature (e.g. taxation or duties of any sort affecting the Provider)

GDPR: General Data Protection Regulation (Regulation (EU) 2016/679).

Good Industry Practice: means the exercise of that degree of skill, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced provider engaged in the services similar to the Service under the same or similar circumstances;

Intellectual Property means copyright, know-how, goodwill Rights (IPR): specifications, plans, policies, procedures, training manuals, database rights, trade or business names moral rights and other similar rights or obligations whether registerable or not.

Key Officers: means Council and Provider employees who are identified as being key to performance of the party's obligations and who are appointed under clause 18.

KPI: Key Performance Indicator

Organised Crime: means planned and co-ordinated criminal behaviour and conduct by people working together on a continuing basis.

Performance means all reports, records and data in any form Management Reports: required by the Council for monitoring performance and provision of the Service.

Premises: means the location where the Service is performed.

Personal Data:	personal data as defined in the GDPR which is processed in connection with this Contract.
Products:	the products, equipment or the like supplied by the Provider or used by the Provider in performance of the Service
Prohibited Act:	<p>means and shall comprise of:</p> <ul style="list-style-type: none"> i. to directly or indirectly promise or give any person working for or engaged by the Council a financial or other advantage to induce or to reward that person to perform improperly any function or activity; ii. to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a function or activity in connection with this Contract; iii. to committing any offence: <ul style="list-style-type: none"> a. under the Bribery Act; or b. any under legislation creating offences concerning fraudulent acts relating to this Contract; or c. any other contract with the Council; or d. defrauding, attempting to defraud or conspiring to defraud the Council.
Provider:	means the person, firm or company whose tender to perform the Contract is accepted and where the context so admits, his personal representatives, successors and permitted assignees
Regulated Activity:	<p>In relation to children as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.</p> <p>In relation to vulnerable adults as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.</p>

Regulated Activity Provider: As defined in section 6 of the Safeguarding Vulnerable Groups Act 2006.

Regulatory Body: Any body which is established by or pursuant to statute, to whose regulatory powers either of the parties are subject.

Result: means all Intellectual Property Rights created by or on behalf of the Provider:

- i. in the course of performing the Service or
- ii. arising from the Service or
- iii. exclusively for the purpose of performing the Service including but not limited to reports, drawings, software, designs, and materials and supporting data.

Serious Issues of Concern: means and shall include but is not limited to physical, mental and sexual abuse of Service Users and fraudulent and criminal activities.

Service: means the delivery of service, and all related services and work to be performed as set out in Clause 7 and more particularly described in the Specification.

Service User: means the recipient of the Service.

Specific Change in Law: a Change in Law that relates specifically to the business of the Council which could not affect a comparable service.

Specification: means the Specification or any other document setting out the description of the Services to be performed as set out in the Specification

Tender Documents: means all documents sent by the Council to the Provider and documents received by the Council
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from the Provider which comprise and relate to the tender for the Contract.

Term: means the period starting from the Commencement Date for the period stated in the Contract documents or as agreed by the parties

Working Day: Means any day from Monday to Friday (inclusive), which is not Christmas Day, Good Friday or a statutory bank holiday.

- 1.2. The terms defined in the Contract Particulars shall have the same meaning in these terms and conditions.
- 1.3. Headings are used in this Contract for the convenience of the parties and shall not affect the interpretation and reference to a clause is a reference to the whole of that clause unless stated otherwise.
- 1.4. Words denoting the masculine gender include the feminine gender and words denoting natural persons include corporations and firms and any other legal entity and shall be construed interchangeably in that manner.
- 1.5. Words denoting the singular include where the context so admits the plural and vice versa.
- 1.6. Any reference to this Contract or to any other document shall include any permitted variation, amendment or supplement to such document.
- 1.7. Any reference to any statute or statutory provision shall be construed as referring to that statute or statutory provision as it may from time to time be amended modified extended or re-enacted or replaced and in force and including all subordinate legislation made under it.
- 1.8. Any reference to any law, regulation, directive or statutory provision of the European Union (European Union Law) or any legislation or statutory provision enacted under or to give effect to any European Union law, shall following Britain withdrawing from the European Union (EU). (Brexit), be construed as referring to any legislation, replacing or superseding or re-enactment or revocation or consolidation of that European Union Law or applicable legislation or statutory provision .

2. Application of these terms and conditions:

- 2.1. Subject to the Council's right to terminate the Contract, these terms and conditions shall apply and shall remain in force for the Contract Period.

3. **CONTRACT PERIOD:**

- 3.1. This Contract shall commence on the Commencement Date and shall continue for the Term unless terminated earlier or extended in accordance with the terms of this Contract.
- 3.2. The Contract may be extended at the option of the Council for a further period, the 'Extended Term' but otherwise upon the same terms and conditions set out in this Contract.
- 3.3. Unless terminated earlier in accordance with the terms of this Contract, this Contract shall expire either at the end of the Term or upon exercise of the option by the Council, at the end of the Extended Term.

4. **Provider's Status:**

- 4.1. The Contract is a contract for service and the Provider shall be acting as an independent contractor not as agent of the Council.
- 4.2. Nothing in the Contract shall create, or be deemed to create a partnership between the parties.
- 4.3. The Provider shall be exclusively responsible for discharging of any tax and VAT liability arising out of the remuneration for the Services provided under the Contract.

5. **Regulatory Body Registration and Notice**

- 5.1. The Provider warrants and represents:-
 - 5.1.1 that its holds all requisite regulatory registration required for provision of this Service;
 - 5.1.2 that it holds and will continue to hold the requisite registration during the existence of this Contract;
 - 5.1.3 that it holds and will continue to hold the necessary licence or other document enabling the Provider to provide the Service.

5.2 The Provider must notify the Council:

- 5.2.1 of any formal notice received from any Regulatory Body relating to the provision of the Service; or
- 5.2.2 any order, or inquiry by any Regulatory Body into any misconduct or mismanagement in relation to the carrying out of the Service by the Provider; or
- 5.2.3 in the event of being subject to an investigation by any Regulatory Body relating to the Service; or
- 5.2.4 If the Provider's registration required for provision of the Service is withdrawn or cancelled.

6. Warranty:

6.1. The Provider acknowledges and confirms that:

- 6.1.1. It has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Contract;
- 6.1.2. it has received all information requested by it from the Council to enable it to determine whether it is able to provide the Services in accordance with the terms of this Contract;
- 6.1.3. it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council; and
- 6.1.4. it has entered into this Contract in reliance on its own due diligence.

6.2. Except as provided in this Contract, no representations, warranties or conditions are given or assumed by the Council in respect of any information which is provided to the Provider by the Council and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

6.3. The Provider warrants that:

- 6.3.1. ALL INFORMATION, REPRESENTATIONS AND MATTERS OF FACT COMMUNICATED TO THE COUNCIL BY THE PROVIDER IN

CONNECTION WITH THE SERVICE INCLUDING ANY INFORMATION PROVIDED BY THE PROVIDER IN RESPONSE TO THE INVITATION TO TENDER ARE TRUE AND ACCURATE AND NOT MISLEADING.

6.3.2. THE SERVICE, REPORTS, DOCUMENTS AND MATERIALS PRODUCED BY OR FOR THE PROVIDER PURSUANT TO THE CONTRACT SHALL NOT INFRINGE ANY THIRD-PARTY INTELLECTUAL PROPERTY RIGHTS;

6.3.3. IT HAS FULL CAPACITY AND AUTHORITY TO ENTER INTO THE CONTRACT; AND

6.3.4. IT HAS OBTAINED ALL NECESSARY AND REQUIRED LICENCES, CONSENTS AND PERMITS TO PERFORM THE SERVICE.

7. The Service:

7.1. The Provider shall provide the Service with effect from the Commencement Date for the duration of the Contract Period in accordance with the Contract Documents.

7.2. The Provider shall perform its obligations for the duration of the Contract Period and notwithstanding

- i. the existence of an unresolved dispute, and or
- ii. any failure by the Council to pay the Contract Price

The Provider shall continue to perform its obligations and shall not suspend provision of the Services unless the Provider is entitled to terminate this Contract under clause 44.2 or 44.3.

7.3. Where any Service is stated in the Specification to be subject to a specific KPI, the Provider shall provide the Service in such manner as will ensure that the achieved KPI is at least the, specified or target KPI.

7.4. Where clause 7.3 applies, the Provider shall provide records and Management Reports summarising the achieved KPI as provided for in clause 22.2.

7.5. Time shall be of essence where dates and period for performance of the Service are specified in the Contract Documents or substitutes for them.

8. Performance Standard and Continuous Improvement:

8.1. The Provider shall use and shall procure the use of all reasonable skill and diligence to carry out the Service and the Service shall be carried out to the satisfaction of the Contract Officer and shall without limitation conform to:-

- (i) these terms and conditions;
 - (ii) the provisions of the Contract Documents;
 - (iii) any variation agreed in writing by the parties;
 - (iv) the requirement of any relevant British or European Union legislation, Regulation or Code of Practice;
 - (v) any professional standard which might be reasonably expected of the Provider;
 - (vi) Good Industry Practice;
 - (vii) Any representation or warranties made by the Provider orally or in writing.
- 8.2. The Provider shall comply with and give all notices required by any Act of Parliament, Regulation, bylaw and any European Union directive in provision Services.
- 8.3. The Provider shall co-operate with any other Providers, Central or Local Authorities, Agencies or other organisations or bodies commissioned or appointed in relation to the Service.
- 8.4. The Provider shall immediately inform the Council in writing of anything that threatens or makes it unlikely to successfully deliver the Service or any part of it.
- 8.5. The Provider shall have an ongoing obligation throughout the Contract Period to identify new and potential improvements to the Service and shall deliver the Service in such manner as to secure continuous improvement having regard to a combination of economy, efficiency and effectiveness. The Provider shall in that regard, report to the Council every six months:
- 8.5.1. new or potential improvements to the Services including; procedure, methods, performance mechanism and customer support services;
 - 8.5.2. new or potential improvements which might result in efficiency changes in delivery of the Service that would enable service delivery at lower costs and greater benefit to the Council.
- 8.6. If the Council wishes to incorporate any improvement identified by the Contractor under clause 8.5, the Council shall send the Contractor a change request for consideration in accordance with clause 26.6.
9. **Business Continuity:**
- 9.1. The Provider shall establish, implement and maintain an adequate Business Continuity Plan that will ensure delivery of the Service without stoppage at all times irrespective of adverse conditions or events.

- 9.2. In the event of the occurrence of such adverse conditions or events, the Provider shall promptly activate the Business Continuity Plan and shall immediately inform the Council.
- 9.3. The Provider shall continue to provide the affected Service in accordance with the Business Continuity Plan and shall restore the Service to normal in accordance with the Business Continuity Plan.
- 10. **Health and Safety:**
 - 10.1. The Provider shall comply with the Health and Safety at Work etc Act 1974 and all regulations and codes of practice made under it which relate to the provision of Services.
 - 10.2. The Provider shall provide to the Council on request its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974).
 - 10.3. The Provider shall notify the Council immediately in the event of any incident occurring in the performance of the Service where that incident causes personal injury or damage to property that may give rise to personal injury.
 - 10.4. Where the Services are provided on Council Premises, the Provider shall comply with any health and safety measures implemented by the Council for persons working on Council's Premises.
- 11. **Council's Premises and Assets:**
 - 11.1. Where provision of the Service is to be carried out on Council Premise, the Provider acknowledges that it has inspected the Premise and has satisfied itself as to the suitability of the Premise for provision of the Service.
 - 11.2. Subject to clause 10.4 the Council shall provide to the Provider access to such parts of the Council's Premises and such Assets as the Provider reasonably requires for the purpose of properly performing the Service.
 - 11.3. The Provider shall comply with the Council's security requirement and shall keep safe and secure all Assets provided and used by the Provider in provision of the Service.
 - 11.4. The Provider shall notify the Council immediately on becoming aware of any damage caused by the Provider or its subcontractors to Council Premises or any Asset of the Council.

12. The Contract Price and Payments:

- 12.1. In consideration of the Provider properly performing its obligations under this Contract, the Council shall pay the Provider the Contract Price.
- 12.2. The Contract Price shall be paid in arrears upon submission of valid invoices subject to satisfactory performance. Each invoice shall have sufficient information of Services provided to allow the Council to verify the accuracy of the invoice. Payment of the Contract Price shall be made within 30 days of receipt of the correct (undisputed) invoice.
- 12.3. Where any party disputes an amount ('disputed amount'), an amount equal to the sum not in dispute shall be paid and the dispute in respect of the disputed amount will be determined in accordance with Clause 24. Provided that the disputed amount has been disputed in good faith, interest due on the disputed amount shall not accrue until resolution of the dispute between the parties.
- 12.4. Subject to clause 12.3, interest shall be payable on the late payment of any undisputed amounts properly invoiced at the Default Interest Rate. The Provider shall not suspend the supply of the Services if any payment is overdue.
- 12.5. Any payment of interest under this Contract shall be at the Default Interest Rate from the due date for payment until the actual date of payment.

13. Overpayment and Deductions:

- 13.1. Where the Council has paid in advance for Services that have not been provided by the Provider, the Council will be entitled to a refund of such payment from the Provider and the Provider shall refund such money to the Council.
- 13.2. Should the Provider fail to repay such amounts within the time limit set by the Council the outstanding amount shall bear interest on a daily basis at the Default Interest Rate from the due date for payment until the actual date of payment.
- 13.3. The Council may set off any amounts owed by the Provider under this Contract against any amount payable by the Council to the Provider under any other contract.

14. Financial Management and Auditing:

- 14.1. The Provider shall maintain detailed costing information in respect of all expenditure relating to this Contract and to provision of the Service and shall maintain and retain copies of all receipts, accounting records and any relevant documents for a period of at least 6 years following completion or termination of this Contract.
- 14.2. The Provider shall permit free access at all reasonable times to all records of accounting and all relevant documents (including computerised documents and data) for inspection and audit by the Council Auditors and shall on request make available such records of accounting and all relevant documents for inspection and audit by the Council Auditors.

- 14.3. If an inspection or audit should reveal a discrepancy in the accounting records, the Provider shall immediately rectify the discrepancy. The right of inspection in clause 14.2 above, shall remain in effect for a period of one (1) year after the termination or expiry of this Contract or until the settlement of all subsisting claims by the Council whichever is the later
- 14.4. The Provider shall take adequate measures to safeguard against fraud and theft by its directors, staff or subcontractor and shall notify the Council immediately if it has reason to suspect any irregularity or fraud has occurred or is occurring.
- 14.5. Any substantiated allegation of fraud against the Provider or its directors, may result in termination of this Contract and either the recovery or repayment of the amount of any loss sustained by the Council including the cost of making other arrangements to provide the Service.
15. **Provider's Employees:**
- 15.1. The Provider shall engage and retain sufficient numbers of staff with the requisite skills knowledge, training, experience and abilities as shall be necessary for the proper performance of the Service.
- 15.2. The Provider shall replace promptly any staff who cease to be in the employ, or under the control of the Provider for any reason or who shall be removed from assisting in the provision of the Service, and the Provider shall ensure that such replacement shall in every way be suitable for the performance of the Service.
- 15.3. The Provider shall provide a means of identification of all staff engaged in the provision of the Service.
- 15.4. The Provider shall operate a staff disciplinary procedure in accordance with current ACAS (Advisory, Conciliation and Arbitration Service) Code of Practice on disciplinary and grievance procedures.
- 15.5. Where the Council has reasons to believe that any staff's manner of performance of the Service is below the acceptable standard or detrimental to the health of the Service User or not in the best interest of the Service User:
- 2.1
- 15.5.1. The Council may by notice in writing require the Provider to remove such staff from provision of the Service; and
- 2.2
- 15.5.2. The Provider shall forthwith remove such staff from the provision Service and shall immediately provide a replacement unless the Council determines otherwise;
- 15.5.3. The Council shall in no circumstances be liable either to the Provider or such staff in respect of any cost, expense, liability, loss or damage

occasioned by such removal and the Provider shall fully indemnify the Council in respect of any claim made by such staff.

2.3

15.6. The Provider shall implement and maintain a whistleblowing policy which complies with the 'Whistleblowing Arrangements Code of Practice issued by the British Standards Institute in conjunction with Public Concern at Work'.

The Policy shall:

- i. set out procedures by which staff can confidentially report concerns about illegal, unethical or otherwise unacceptable conduct and
- ii. ensure that it enables the staff to bypass the level of management at which the problem may exist.

15.7. The Provider shall comply with the provisions of the Modern Slavery Act 2015 and shall take such steps as is necessary to promote ethical business practice and policy to protect employees and workers from abuse and exploitation. The Provider shall use all reasonable endeavours to ensure that slavery and human trafficking is not taking place in its supply chains.

16. **Safeguarding Vulnerable People:**

16.1. Where the Service is Regulated Activity, the Provider acknowledge that the provision of the Service is Regulated Activity and that the Provider is a Regulated Activity Provider with ultimate responsibility for the management and control of the Service provided under this Contract, for the purposes of the Safeguarding Vulnerable Groups Act 2006.

16.2. The Provider shall

- i. ensure that all Staff engaged in provision of the Service are subject to a valid enhanced disclosure check for Regulated Activity undertaken through the Disclosure and Barring Service; and
- ii. monitor the level and validity of the checks under this clause for each member of staff

16.3. The Provider shall not employ any person who is barred from or whose previous conduct or records indicate that they would not be suitable to carry out the Service or who may otherwise present risk to the Service Users.

16.4. The Provider must have suitable procedures in place to protect, prevent and respond to abuse against vulnerable Service Users.

17. **Safeguarding to Prevent Terrorism:**

17.1. The Provider acknowledges that, the Council has a duty under the Counter-Terrorism and Security Act 2015 ("CTSA") to have due regard to prevent people from being drawn into terrorism. The Provider shall facilitate the Council's

compliance with its duty pursuant to the CTSA and the Provider shall have regard to the statutory guidance issued under section 29 of the CTSA and in particular the Provider should ensure that staff are appropriately trained to:

- i. understand what radicalisation means and why people may be vulnerable to being drawn into terrorism;
 - ii. be aware of extremism and the relationship between extremism and terrorism;
 - iii. know what measures are available to prevent people from becoming drawn into terrorism and how to challenge the extreme ideology that can be associated with it.
 - iv. obtain support for people who may be exploited by radicalising influences.
- 17.2. And where the Provider identifies or suspects that someone may be engaged in illegal terrorist related activity, the Provider must refer such person or activity to the police.

18. **Key Officers:**

- 18.1. Each party shall appoint the persons named in the Contract as Key Officers who will be responsible for the matters allocated to such Key Officer.
- 18.2. The Key Officers shall have the authority to act on behalf of the respective party on matters for which they are expressed to be responsible.
- 18.3. Each party shall ensure that the office of any Key Officer is not vacant at any time and must promptly notify the other of any replacement.
- 18.4. The Council may require the Provider to remove any of its Key Officers whom it considers in its reasonable opinion to be unsatisfactory for any reason which has a material impact on delivery of the Service. The cost of such replacement shall be borne by the Provider.

19. **Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE):**

19.2. On Commencement:

- 19.2.1. Where on the commencement of the Contract, staff transfer from a previous Provider, the Provider hereby acknowledges and undertakes to the Council that with effect from the Commencement Date it will become the employer of the transferring staff on the transfer of the undertaking to which the TUPE Regulations apply; and

- 19.2.2. The Provider shall indemnify and keep the Council indemnified from and against all loss incurred by the Council in connection with or as a result of any claim or demand by any transferring staff (whether in contract, tort, under statute, pursuant to European law or otherwise) arising directly or indirectly from any act, fault or omission of the Provider in respect of any transferring staff on or after the Commencement Date or any claim arising out of any change made by the Provider on or after the Commencement Date to such transferring staff's terms and conditions of employment.

19.3. On Expiry or Termination:

- 19.3.1. Where the TUPE Regulations apply, upon expiry or termination of the Contract, the Provider shall, before the expiry or termination of the Contract (howsoever occurring), provide the Council with a list of all staff, together with all 'employee liability' information required under Regulation 11 TUPE and any other information the Council may require, including but not limited to PAYE and national insurance records and personnel files relating to all such persons.

Change of Control:

- 19.4. The Provider must notify the Council as soon as it becomes aware of the happening of any of the following Change of Control Events:

19.4.1. there is a change in the management or ownership of the Provider;

19.4.2. the merger of the Provider with any other organisation;

19.4.3. the acquisition, sale, transfer of assets or shares of the Provider;

19.4.4. if there is a change of control of the Provider within the meaning of section 1124 of the Corporation Tax Act 2010.

19.4.5. if a company, any changes in the structure of the Provider which the Provider may be required to notify Company House.

- 19.5. The Provider shall provide to the Council full details and related documentation of the transaction including where relevant any sale agreement and or Company House documentation of the transaction and the Council may require the Provider to novate the Contract.

- 19.6. For the avoidance of doubt, any Provider change whether by, transfer or sale of the ownership of the Provider or otherwise to a new organisation shall not discharge the Provider from its obligations under this Contract. Unless and until the Contract is novated, the Provider shall remain liable and accountable under this Contract.

20. Inspection:

- 21.1. THE PROVIDER MUST ALLOW AUTHORISED COUNCIL OFFICERS AND COUNCIL AUDITORS ACCESS TO THE PREMISES AT ANY REASONABLE TIME TO ENTER AND VIEW; INSPECT AND OBSERVE THE PROVISION OF THE SERVICE AND ASSOCIATED RECORDS.

22. Monitoring and Performance Review

- 22.1. THE COUNCIL SHALL UNDERTAKE SERVICE PERFORMANCE REVIEWS AGAINST THE TARGETS AND KEY PERFORMANCE INDICATORS IN ACCORDANCE WITH THE SPECIFICATION.

- 22.2. THE PROVIDER SHALL CO-OPERATE FULLY AND PROVIDE ALL PERFORMANCE MANAGEMENT REPORTS AND SUCH ASSISTANCE AND ALL OTHER INFORMATION AS REQUIRED UNDER THIS CONTRACT OR AS MAY BE REQUESTED BY THE COUNCIL OR COUNCIL AUDITORS FOR THE PURPOSE OF:

- i. monitoring and review of this Contract;
- ii. the examination and certification of the Provider's accounts; and
- iii. to enable the Council to comply with its statutory obligation of best value under the Local Government Act and other reviews as are required by any relevant law or statute.

- 22.3. The parties' Key Officers and authorised representatives shall meet to discuss and implement the outcome of such reviews.

- 22.4. If the Provider fails to meet the performance targets set out in the Specification, the Council may invoke the Default provisions in clause 42.

23. Complaints and Compliments:

- 23.1. The Provider shall set up and maintain a written compliment, complaints and suggestion procedure, in accordance with the Council's compliments, complaints and suggestion procedure and shall monitor and evaluate the effectiveness of its delivery of the Service. The Provider shall make available to the Council the written compliment, complaints and suggestion procedure.

- 23.2. The Provider shall ensure that all relevant staff engaged in the provision of the Service are fully aware of the compliment complaints and suggestion procedure and shall keep detailed, accurate and complete records of all compliments, complaints and suggestions received and the responses. The detailed and complete records shall be forwarded to the Council's complaints officer at a frequency to be agreed with the Provider.

- 23.3. The Complaints Procedure:

- 23.3.1. The complaint process shall be straight forward and easily accessible to Service Users and / or any one acting on their behalf ('the Complainant') The Provider shall ensure that the Service Users and / or representatives are aware of this procedure and shall ensure that all relevant documentation is made available on demand.
- 23.3.2. The complaint process shall be fair and transparent and shall not result in reprisals against the Service User and / or their representative.
- 23.3.3. The Provider shall deal with all complaints in the first instance, promptly, efficiently and must investigate all complaints.
- 23.3.4. The Complainant must be treated with respect and courtesy and the Provider shall provide all assistance as may be required by the Complainant to enable the Complainant understand the procedure or advice or where they may obtain such assistance. The Complainant must be told the outcome of the investigation of their complaint and the action taken.
- 23.3.5. The complaint process shall be fully documented setting out the action taken, the outcome and whether or not the Complainant is satisfied. The complete and comprehensive detail shall be forwarded to the Council.
- 23.3.6. The investigations must be carried out and the complaint resolved with 10 days of receipt of the complaint.
- 23.4. Where the complaint is not resolved or cannot be resolved under the Provider's complaints procedure, or where the Service Users or his representative so requests, the Provider shall assist the Complainant to access the Council's complaints procedure and will assist and co-operate with the Council in carrying out any investigations for the purpose of resolving the complaint
- 23.5. If a complaint is made to the Local Government Ombudsman relating to performance of Services under this Contract, the Provider shall provide all relevant information and co-operate fully with any investigation of the Local Government Ombudsman.
- 23.6. In the event of a finding of maladministration by the Local Government Ombudsman in relation to any act or omission or default of the Provider in performance of Services under this Contract, the Provider shall fully indemnify the Council for any loss suffered by the Council as a result thereof.
- 24. **Dispute Resolution Procedure:**
 - 24.1. The parties shall in the first instance attempt to resolve any disputes arising out of or relating to this Contract through negotiations between the parties' senior representatives who shall have authority to settle the dispute:

- i. either party may initiate the negotiations by written notice to the other setting out the details of the dispute;
 - ii. the nominated senior representatives shall meet within 5 Working Days and shall in good faith negotiate to resolve the dispute.
- 24.2. If the matter is not resolved within 20 Working Days of commencement of negotiations, the parties agree to settle the dispute by mediation.
- 24.3. The parties will jointly agree and appoint a mediator in accordance with the Centre for Effective Dispute Resolution (CEDR) Mediation Procedure.
- 24.4. If the dispute is not settled by mediation with 20 Working Days of commencement of mediation or such other longer number of days as may be mutually agreed after appointment of the mediator, either party may refer the dispute to the Courts.
- 25. **Assignment and sub-contract:**
- 25.1. This Contract is personal to the Provider and the Provider shall not assign charge or otherwise deal with the benefit pursuant to this Contract.
- 25.2. The Provider shall not delegate or subcontract its obligations under this Contract without the prior written consent of the Council. Consent if given may be subject to reasonable conditions and such consent if given shall not relieve the Provider from its liability and obligations under this Contract.
- 25.3. Any authorised subcontract shall be in writing and in so far as it is applicable, the terms of the subcontract, shall replicate the terms of this Contract and shall procure compliance and impose the same obligations on the subcontractor including without exception compliance with all relevant legislation, Council's policy and practice in respect of procurement and adoption of quality standards in force at the time
- 25.4. The Provider shall include in such sub-contract a term which requires payment to be made to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid invoice
- 25.5. The Provider shall at all times remain primarily accountable for the quality of the Services provided and shall remain primarily accountable and liable for quality of the Service provided under the subcontract
- 26. **Variations:**
- 26.1. Save as provided in this clause 26 or otherwise provided in this Contract, any requirement for a variation shall be subject to Change Control Procedure in accordance with clause 26.6 and this Contract shall not be varied or amended unless both parties have agreed such variation or amendment in writing.
- 26.2. Notwithstanding clause 26.1 above or any other provisions of this Contract, in the event of a Change in Law, whether due to;
 - i. a General Change in Law or

- ii. a Specific Change in Law where the effect of the Specific Change in Law is reasonably foreseeable on the date of this Contract:

- 26.2.1. If the Council issues a variation notice pursuant to this clause 26.2 the Provider shall neither be relieved of its obligations to perform the Service in accordance with the terms of this Contract nor be entitled to an increase in the Contract Price.
 - 26.2.2. Any variation notice in clause 26.2 shall specify the date from which the variation shall take effect and the Contract shall as from the date specified in the notice be varied.
 - 26.2.3. For the avoidance of doubt, the Provider shall not reject any variation to this Contract proposed by the Council where the variation is required by the Council in order to conform to a Change in Law.
- 26.3. If a Specific Change in Law occurs during the Term other than as described in clause 26.2.ii,
- 26.3.1. the Provider shall as soon as reasonably practicable notify the Council of the likely effects of that change including:
 - i. whether or not any changes are required to the manner of performance of the Service and
 - ii. any change in the Contract Price
 - 26.3.2. Any request to vary the manner of performance of the Service and any change in the Contract Price shall be subject to the Change Control Procedure
 - 26.3.3. If the Provider acting reasonably considers the change (under this clause 26.3) to the Contract Price to be unacceptable it may terminate this Contract by not less than 90 days' notice in writing to the Council. For the avoidance of doubt, the Provider shall not be entitled to any claim for compensation or damages for such early termination.

26.4. Change Control Procedure

- i. If either party wishes to change the scope of the Services (including Council requests for additional services), it shall submit details of the requested change to the other in writing.
- ii. If either party requests a change to the scope or manner of execution of the Services, the Contractor shall, within a reasonable time, provide a written estimate to the Council of:
 - a. the likely time required to implement the change;
 - b. any variations to the Contract Price arising from the change;

- c. the likely effect of the change on the delivery and performance of the Service; and
- d. any other impact of the change on the terms of this Contract.

- III. IF THE COUNCIL WISHES THE CONTRACTOR TO PROCEED WITH THE CHANGE, THE PARTIES SHALL AGREE IN WRITING THE NECESSARY VARIATIONS TO THE SERVICE, THE CONTRACT PRICE AND ANY OTHER RELEVANT TERMS OF THIS CONTRACT TO TAKE ACCOUNT OF THE CHANGE AND THE CONTRACTOR SHALL IMPLEMENT THE CHANGE AS AGREED.

27. Indemnity:

- 27.1. Subject to clause 27.2. the Provider shall fully and properly indemnify and keep the Council indemnified against all actions, loss, damage, cost liability, expenses and damages howsoever arising whether in tort, contract, under statute or otherwise out of breach or negligence of the Provider, his agents, employee or subcontractors, in connection with the provision of the Service or supply or use of Products: for any claim made against the Council :

- I. BY A THIRD PARTY ARISING OUT OF, OR IN CONNECTION WITH, THE PROVISION OF THE SERVICE OR SUPPLY OF THE PRODUCTS
- II. FOR ACTUAL OR ALLEGED INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS ARISING OUT OF, OR IN CONNECTION WITH, THE PROVISION OF THE SERVICE OR SUPPLY OR USE OF THE PRODUCTS; AND
- III. BY A THIRD PARTY FOR DEATH, PERSONAL INJURY OR DAMAGE TO PROPERTY ARISING OUT OF, OR IN CONNECTION WITH, DEFECTIVE PRODUCTS, TO THE EXTENT THAT THE DEFECT IN THE PRODUCTS IS ATTRIBUTABLE TO THE ACTS OR OMISSIONS OF THE PROVIDER, ITS EMPLOYEES, AGENTS OR SUBCONTRACTORS.

- 27.2. The indemnity under Clause 27.1 shall apply except insofar as the, actions, loss, damage, cost liability, expenses and damages incurred by the Council are directly caused (or directly arise) from the negligence or breach of this agreement by the Council or its Representatives

28. Limitation of Liability:

- 28.1. Subject to Clause 28.2, neither party shall be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this agreement.
- 28.2. Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage arising out of or in connection with this agreement, including any losses for which the relevant party is entitled to bring a claim against the other party pursuant to the indemnities in this agreement

- 28.3. Subject to clauses 15.5.3, 27.1, 28.1 35.8, 38.7 and 39.3, the liability of the Provider (whether on tort contract or otherwise) shall, save in respect of personal injury and death caused by its negligence or that of its servants agents or employees, in no case exceed the amount of insurance cover that it has in place in accordance with clause 29.
- 28.4. Subject to Clause 24.1 and Clause 24.6, the Council's aggregate liability to the Contractor for all claims, losses or damages, whether arising from tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this agreement (other than a failure to pay any of the Charges that are properly due and payable and for which the Council shall remain fully liable), shall be limited in any Contract Year to £[FIGURE].
- 28.5. Nothing in this Contract excludes or limits the liability of either Party for:
- ii. fraud or fraudulent misrepresentation;
 - iii. death or personal injury caused by that Party's negligence.

29. Insurance:

- 29.1. The Provider shall take out and maintain in full force and effect with a reputable company during the Contract Period, at its own cost, minimum level of insurance cover as follows:
- 29.1.1. Public liability insurance – minimum insurance of £5,000,000 against all loss of and damage to property (real or personal or intellectual) and death or injury to persons in relation to any one claim or series of claims.
 - 29.1.2. Employer's Liability (Compulsory Insurance) Act 1969 – minimum insurance of £10,000,000 (except where the Provider is exempt from the obligations of this Act, provided that alternative arrangements for meeting such liability will be agreed with the Council.) in relation to any one claim or series of claims
 - 29.1.3. Professional Indemnity Insurance - (where applicable) in respect of the Provider's business with a minimum level of indemnity of £1,000,000 in relation to any one claim or series of claims and shall ensure that all professional consultants or sub-contractors involved in the provision of the Service hold and maintain appropriate cover.
 - 29.1.4. Product liability insurance (where applicable) with a limit of indemnity of not less than £2,000,000 in relation to any one claim or series of claims and not less than £5,000,000 in aggregate for all claims arising in any year.

- 29.1.5. Efficacy Insurance to cover any Service or Product failure to perform (where applicable) extending either the Public Liability or Product Liability Insurance or both, the minimum value of such extended cover shall be £5,000,000.
- 29.2. The insurance cover in clause 29.1 shall be in respect of all risks which may be incurred by the Provider, arising out of the Provider's performance of this Contract, including death, personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Provider.
- 29.3. The Provider shall when required by the Council produce evidence of the insurance required in the sub-clauses above. In the event that the Provider at any time fails to maintain the insurance in sub-clauses above the Council may take out and maintain such insurance and the Provider shall pay to the Council the cost and expenses so incurred by the Council.
- 29.4. The terms of the insurance or the amount of cover shall not relieve the Provider of any liabilities under this Contract.
- 29.5. Where the insurance is a "Claims Made Policy" (ie an insurance policy with a condition whereby only *claims* notified to the insurer during the policy period are covered). the Provider shall hold and maintain the insurance for a minimum of 6 years following the expiry or earlier termination of the Contract.
30. **Confidentiality:**
- 30.1. The parties acknowledge that any Confidential Information obtained from or relating to the other or any sub-contractor or the Service User is confidential information for the purposes of this Contract.
- 30.2. Subject to Clause 39 each party ('Receiving Party') shall keep the Confidential Information of the other party ('Supplying Party') confidential and secret, whether disclosed to or received by the Receiving Party.
- 30.3. Each party and any permitted sub-contractor shall:
- 30.3.1. only use Confidential Information for the purposes of this Contract;
- 30.3.2. not disclose any Confidential Information to any third party without the prior written consent of the other, and it may be a condition of such consent that such third party sign a confidentiality undertaking on same terms as set out in this clause;

30.3.3. take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed or used other than for the purposes of this Contract by its employees, agents or sub-contractors.

(i)

30.4. The restrictions in this clause 30 shall continue to apply after the termination of this Contract without limit in point of time but shall not apply to Confidential Information:

30.4.1. which is or comes into the public domain or is subsequently disclosed to the public (otherwise than as a result of a breach of this clause 30); or

30.4.2. which is required to be disclosed by law; or

30.4.3. which was already in possession of the party (without restrictions as to its use on the date of receipt); or

(ii)

30.4.4. which is required by any Regulatory Body to which the disclosing party is subject including without limitation the Commissioner for Local Administration;

30.4.5. to the extent that the Confidential Information needs to be disclosed for the proper performance of the party's obligations under this Contract.

31. Council Data and Security:

31.1. The Provider shall not store, copy, disclose, or use Council Data except as necessary for the performance by the Provider of its obligations under this

Contract or as otherwise expressly authorised in writing by the Council. To the extent that Council Data is held and/or processed by the Provider, the

Provider shall supply that Council Data to the Council as requested by the

Council in the format specified by the Council.

31.2. The Provider shall preserve the integrity of Council Data and prevent corruption or loss of Council Data at all times that the relevant Council Data is under its control or the control of any sub-contractor.

31.3. The Provider shall ensure that any system on which the Provider holds any Council Data, including back-up data, is a secure system that complies with the Council's security requirements.

32. Data Transparency and Publication:

- 32.1. The parties acknowledge that except for any information which is exempt from disclosure in accordance with FOIA, EIR, GDPR and DPA, the text of these terms and conditions and Contract Documents is not Confidential Information.
- 32.2. The Council shall be responsible for determining in its absolute discretion whether the Contract Documents or any part of a Contract Document is exempt from disclosure in accordance with the provisions of the FOIA, EIR, GDPR and DPA.
- 32.3. Notwithstanding clause 30 above or any other term of the Contract, the Provider hereby gives its consent for the Council to publish this Contract and the Contract Documents in its entirety including from time to time agreed changes to the Contract, to the general public in whatever form the Council may decide.
- 32.4. The Council may consult with the Provider to inform its decision to publish but the Council shall have the final decision in its absolute discretion and the Provider shall cooperate and provide all assistance as the Council may require.
- 32.5. Except as required by law, the Provider shall not publish this Contract or any Contract Document or make any announcement relating to this Contract or its subject matter without the prior written consent of the Council .

33. Information Sharing:

- 33.1. The Council will share information on a Provider's performance of the Service with other Local Authorities and with Regulatory Bodies in matters of public interest.

34. Intellectual Property Rights:

- 34.1. Nothing in this Contract shall affect the ownership of either party's Background IPR which one party agrees to make available to the other in the course of carrying out its obligations.
- 34.2. If one Party makes any of its Background IPR available to the other Party in the course of this Contract the Party receiving such Background IPR shall treat it as confidential information disclosed under Clause 30, and shall not use it for any purposes other than that for which it was made available to that party.
- 34.3. All IPR in the Specification or any specifications or instructions provided to the Provider by the Council shall remain the property of the Council.
- 34.4. Unless otherwise agreed in writing by the Council, the Result shall vest in the Council on creation and shall be the property of the Council and the Council shall have the right to unfettered use of the Result. The Provider hereby waives all moral rights to the Result and to the extent that any IPR in the result do not automatically

vest in the Council, the Provider hereby assigns absolutely to the Council all title and interest in the IPR the Provider may have or hereby acquire in the Result.

34.5. The Provider shall not at any time sell, loan, transfer, transmit, distribute, deal with or otherwise dispose or purport to deal with the Result in any way which may adversely affect the Council's proprietary or IPR.

34.6. The obligations under this clause will continue to apply after the termination of this Contract without limit in point of time.

35. Equality Act and Equal Opportunities:

35.1. The Provider shall comply with the Equality Act 2010 and shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act (in relation to sex, race, disability, religion or belief, age etc) in:

35.1.1. provision of Services; and

35.1.2. recruitment and management of its staff and must ensure observance of these provisions by its staff and sub-contractors employed in provision of the Service.

35.2. The Provider shall operate an equal opportunities policy and warrants that its equal opportunities policy complies with all statutory obligations and it shall not treat one group of people less favourably than others in relation to recruitment of staff and in provision of the Service.

35.3. The Provider acknowledges that in carrying out the Service, it may be regarded as a public authority and shall comply with the Council's disability equality duty under the Equality Act 2010

35.4. The Provider shall take all reasonable steps to support the Council in the Council's duty to prevent discrimination and to promote equality of opportunity.

35.5. The Provider shall in particular with regard to its employees make all reasonable adjustments to ensure that no employee is placed at a substantial disadvantage by reason of:

- i. its provision , criterion or practice or
- ii. the physical feature of the Premise or
- iii. a lack of provision of auxiliary aids and services.

- 35.6. Where the Service is carried out in Council Premises, the Provider shall inform the Council as soon as it is aware of any circumstances which will in any way hinder or affect an employee's ability to perform and provide the Service.
- 35.7. The Provider shall notify the Council as soon as it becomes aware of any investigation or proceedings brought against the Provider under the Equality Act in connection with this Contract and shall:
- i. allow the Council access to any relevant documents;
 - ii. permit Council officers to attend any associated meetings; and
 - iii. co-operate fully and promptly with the investigating body, court or tribunal
- 35.8. The Provider shall indemnify the Council against all costs, charges, expenses (including legal and administrative expenses) and payments made by the Council arising out of or in connection with any investigation or proceedings under the Equality Act resulting from any act or omission of the Provider.

Sustainability and Social Value:

35.9. Environmental Issues:

- 35.9.1. During performance of this Service the Provider must seek to avoid using products, substances and services that are known to be, or where there is strong evidence to suggest they could be harmful to the environment or a danger to health (employees, contractors and members of the public). Wherever possible and economically practicable, only materials from sustainable sources must be used in the performance of this contract.

35.10. Social Outcomes and Community Benefits:

- 35.10.1. The Council has a stated commitment to improving employment opportunities and increasing the skills and employability of its communities. The Provider shall, in the performance of this contract, consider ways in which it may be able to contribute to this objective.

36. HUMAN RIGHTS ACT 1998:

- 36.1. The Provider acknowledges that in performing its obligations under this Contract, it may be a public body for the purposes of the Human Rights Act 1998 (HRA) and may be subject to the same duty as the Council in the same way as if it was the Council.

36.2. The Provider shall to the extent applicable to provision of the Service, comply with the Council's HRA obligations as if it was the Council.

37. Data Protection Legislation (DPL):

38.1. The Parties shall comply with the Data Protection Legislation

37.1. With respect to the Parties' rights and obligations under this Contract, the Parties acknowledge that the Council is a Data Controller and that the Provider is a Data Processor.

37.2. The Council will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Provider for the duration and purposes of this Contract.

37.3. The Provider shall ensure that personal and/or sensitive information is properly protected and shall implement appropriate arrangements which ensure that personal information of Service Users and employees are processed and protected in accordance with current statutory requirements.

37.4. The Provider shall:

- (a) Process the Personal Data only in accordance with written instructions from the Council to perform its obligations under this Contract and where applicable, the parameters of Appendix 1 which sets out the scope, nature and purpose of the processing;
- (b) ensure that at all times it has in place appropriate technical and organisational measures to guard against unauthorised or unlawful processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data, including the measures as are set out in Clause 31 (Council Data and Security Requirements);
- (c) not disclose or transfer the Personal Data to any third party or Provider personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Council (save where such disclosure or transfer is specifically authorised under this Contract);

- (d) impose confidentiality obligations on all personnel authorised to process Personal Data.

- 37.5. The Provider shall ensure that any transfer of Personal Data between the Provider and the Council, is strictly controlled in accordance with the Council's information security requirements and shall ensure that processes are in place to protect this data at all times including the use of encryption where appropriate.
- 37.6. The Provider shall not transfer any Personal Data outside of the European Economic Area without the prior written consent of the Council and the following conditions are met:
- i. either the Council or the Provider has provided appropriate safeguards in relation to the transfer
 - ii. the data subject has enforceable rights and effective remedies
 - iii. The Provider has provided an adequate level of protection to the Personal Data it is transferring
 - iv. The Provider complies with reasonable instructions of the Council in respect of the Personal Data it is transferring.
- 37.7. The Provider shall notify the Council immediately if it receives:
- (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
- 37.8. The Provider shall assist the Council in responding to any request from a Data Subject and in ensuring compliance with the Council's obligations under the DPL with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 37.9. The Provider shall notify the Council immediately [and in any event within 24 hours] on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this Contract;
- 37.10. The Provider shall at the written direction of the Council, delete or return Personal Data and copies thereof to the Customer on termination or expiry of the Contract unless required by any applicable law to store the Personal Data;
- 37.11. The Provider shall, maintain records of processing activities to help demonstrate compliance with GDPR and shall allow access to Council Auditors pursuant to clause 14, 21 and 22.
- 37.12. The Provider shall fully and properly indemnify the Council for any breach of DPL by the Provider which renders the Council liable for any costs, fines, claims or expenses howsoever arising.

37.13. Where the Provider intend to engage a sub-contractor pursuant to Clause 25 and intends for that sub-contractor to process any Personal Data relating to this Contract, the Provider shall:

- i. notify the Council in writing of the intended processing by the sub-contractor;
- ii. obtain prior written consent to the processing;
- iii. ensure that any sub- contract imposes obligations on the sub-contractor to give effect to the terms set out in this Clause 38.

Freedom of Information Act 2000 (FOIA) and Environment Information Regulation 2004 (EIR):

39.1. The Provider acknowledges that the Council is subject to the requirements of the FOIA and the EIR; the Provider shall:

- (a) transfer to the Council all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Working Days of receipt;
- (b) provide all necessary assistance and co-operation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;
- (c) shall, if required, provide and shall procure that its sub-contractors provide at the Provider's expense, all information belonging to the Council which is in its possession or control in the form that the Council requires within 5 Working Days (or such other period as the Council may reasonably specify) of the Council's request for such information; and
- (d) not respond directly to a request for information unless authorised in writing to do so by the Council.

37.14. The Provider acknowledges that the Council may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Provider. The Council shall take reasonable steps to notify the Provider of a request for Information to the extent that it is permissible and reasonably practical for it to do so and shall act in accordance with the Secretary of State's section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA.

37.15. The Council shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and EIRs or is to be disclosed in response to a request for information.

37.16. Failure to provide such information in accordance with the terms of this Contract shall be a breach of this Contract and the Provider shall indemnify the Council for any claims, costs, damages and expenses that the Council may incur by reason of such breach including but not limited to claims, costs, damages and expenses arising directly or indirectly as a result of any decision of the Information Commissioner that such information shall be disclosed.

37.17. The Council shall not be liable for any loss, damage or detriment, howsoever caused, arising from disclosure of any information disclosed in compliance with a request for information under FOIA and/or the EIRs.

38. Civil Contingency:

40.1. In times of emergency, the Provider shall support and co-operate with the Council and carry out such services as the Council may require to enable the Council comply with and carry out its duties under the Civil Contingencies Act 2004.

39. Prevention of Bribery and Corruption:

39.1. The Provider shall :-

39.1.1. comply with the Bribery Act 2010 and all laws and regulations relating to anti bribery and anti-corruption;

39.1.2. have and shall maintain an adequate anti bribery policy to prevent the Provider and its staff from committing any Prohibited Acts and shall enforce it where appropriate.

39.1.3. promptly notify the Council of any request or demand for any undue financial or other advantage of any kind received by the Provider in connection with performance of this Contract; and

39.1.4. must co-operate with any investigation, and allow the Council to audit books, records and any other relevant documentation.

39.2. The Council may terminate this Contract and any other contract with the Provider by written notice with immediate effect if the Provider, his employees or any person acting on his behalf (whether with or without the knowledge of the Provider) breaches the obligations under this clause.

40. Default in Performance:

40.1. Where in the opinion of the Contract Manger the Provider fails to perform the whole or any part of the Service:

- i. with the standard of skill, care and diligence which a competent and suitably qualified person performing similar service could reasonably be expected to exercise; or
- ii. in accordance with the Specification or any other Contract Document; or
- iii. in accordance with any provision of this Contract,

the Provider will be considered to be in Default.

40.2. The Council shall give the Provider written notice ('Default Notice'), specifying the Default.

40.3. Where the Default can be remedied, the Default Notice shall specify an 'Action plan' with reasonable time limits and require the Provider to correct or re-execute the Service to the satisfaction of the Contract Officer.

40.4. Should the Provider fail to remedy the Default as required in the Action plan, the Council may:

- i. withhold or reduce payments to the Provider in proportion to the Default or as is reasonable taking into consideration the nature of the Service; and or
- ii. suspend provision of the Service in accordance with clause 44; and or
- iii. terminate the Contract in accordance with clause 45 below; or
- iv. terminate provision of part of the Services only.

41. Involvement in Organised Crime:

43.1. The Provider must at all times conduct his business with utmost probity and transparency and must not do anything that may give rise to suspicion of involvement with Organised Crime.

43.2. The Provider shall immediately report to the Council and to the Police any suspicion that any person or body it has dealings with, may in any way be involved with Organised Crime.

43.3. The Council may terminate this Contract and any other contract with the Provider by written notice with immediate effect if the Provider, his employees or any person acting on his behalf (whether with or without the knowledge of the Provider) breaches the obligations under this clause.

43.4. The Council may share information of any allegation or suspicion of involvement in crime with the Police, any regulatory body or public authorities in order to ascertain or satisfy itself that the Contractor or any related body is not involved with Organised Crime.

42. Suspension:

44.1. The Council may suspend provision of Services in order for an investigation to be carried out, where:

- i. there are Serious Issues of Concern; or
- ii. the Provider is in Default and has failed to remedy the Default.

44.2. The Council shall inform the Provider in writing of the reason for the suspension and the required cause of action and time scale for rectification of the same.

44.3. The suspension will remain in force unless and until the Council notifies the Provider in writing that the suspension has been removed or the Contract is terminated.

45. Termination:

45.1. Termination by either party:

45.1.1. Either party may terminate this Contract by notice in writing to the other if either party is prevented from carrying out its obligations as a result of Force Majeure for 30 days or more;

45.2. Termination by the Provider

45.2.1. The Provider may without prejudice to any accrued rights or remedies of either party under this Contract terminate this Contract by notice in writing to the Council if the Council commits a breach and following a reasonable notice to remedy the breach, the Council fail to remedy the breach.

45.3. Termination by the Council:

45.3.1. The Council may without prejudice to any accrued rights or remedies of either party under this Contract terminate this Contract in whole or in part forthwith by notice in writing to the Provider if the Provider:

- i. in relation to any contract with the Council, commits any offence under the Bribery Act 2010; or

- ii. fails to comply with the Default Notice in clause 42.2;
- iii. commits a breach of this Contract which breach cannot be remedied;
- iv. commits any criminal offence on the Premises;
- v. fails to operate proper Health and Safety procedures, such that the life of the Service Users or the public or staff or employees of the Council and of the Provider are at risk;
- vi. is struck off by a Regulatory Body;
- vii. If there is a Change of Control of the Provider, where such Change of Control was not notified to the Council or accepted by the Council.

45.4. Termination due to Insolvency

45.4.1. The Council may terminate forthwith by notice in writing if the Provider has:

- i. has a Liquidator, Receiver, Administrator, administrative Receiver or similar officer appointed over its assets; or
- ii. (being a company) passes a resolution for winding up (otherwise than for the purposes of a solvent amalgamation or reconstruction) or a court makes an order to that effect; or
- iii. (being a partnership or other unincorporated association) is dissolved or (being a natural person) dies; or
- iv. becomes or is declared insolvent or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or
- v. ceases or threatens to cease to carry on its business.

45.5. Termination for Non-Compliance with Public Contracts Regulations 2015 ("the Regulations") in accordance with Section 73(1) of the Regulation.

45.5.1. The Council shall forthwith by notice in writing terminate the Contract where:

- i. the Contract has been subject to a substantive modification which would have required a new procurement procedure in accordance with Regulation 72 (9).
- ii. the Provider should not have been selected or awarded the Contract because:
 - a. the Provider was at the time of such selection or award or following such selection or award is convicted of any of the offences in Regulation 57 (1) of the Regulations.
 - b. the Provider is in breach of its obligations relating to the payment of taxes or social security contributions.
- iii. the Council has to terminate the Contract:
 - a. as a requirement of the Regulations or
 - b. to comply with the Regulations or
 - c. on the order of a competent Court or Regulatory Authority.

45.5.2. The Council may by notice in writing terminate the Contract where:

- i. the Provider's tender did not comply with applicable obligations in the fields of current environmental, social and labour law in accordance with Regulation 56(2) of the Regulations;
- ii. any of the situations referred to in Regulation 57(8) of the Regulations arise.

45.6. Termination due to Change in Law

45.6.1 The Council shall terminate this Contract forthwith if there is a Change in Law the effect of which is to make it unlawful for the Provider to continue provision of the Service.

46. **Co-operation between the Parties:**

46.1. During any period of notice of termination under clause 45, both parties shall co-operate and the Provider shall provide such information and assistance as is necessary to ensure an orderly transfer of responsibility to a new organisation.

46.2. The Provider shall not withdraw the delivery of Service to individual Service Users either before or at the end of the period of notice until suitable alternative arrangement is made by the Council provided that where the Provider continues to provide the Service after the termination of the Contract (in whatever circumstances) the Council shall continue to make payments to the Provider at the same rate and in the same way as was applicable before the termination of the Contract.

46.3. The Provider shall deliver up to the Council the Result and all property belonging to Council which may be in its possession.

47. **Consequences of Termination:**

47.1. Upon termination of this Contract for whatever reason the Provider will be paid all money due to him after taking into consideration any loss that may have been suffered and can be sufficiently evidenced by the Council; and

47.2. Where:

- ii. the Council terminates the Contract as provided in clause 45.3 or
- iii. the Provider terminates the Contract other than as provided in this Contract;

the provisions of clause 47.3 shall apply.

47.3. Where following the termination under clause 45.3. the Council has to re-tender and or re-commission the provision of the Service, the Council shall recover from the Provider the cost to the Council of the re-tender and or re-commission of the Service.

48. Force Majeure:

48.1. If either party fails to perform its obligations under this Contract by reason of an event of Force Majeure, that party shall be relieved from liability in respect of the performance of its obligations under this Contract as are prevented by the Force Majeure event during the continuation of such event provided that it shall within 2 Working Days notify the other party in writing of the reasons for failure or stoppage and the likely duration.

48.2. The relevant party will take all reasonable steps to overcome the delay or stoppage and will provide such reasonable assistance to the other, as it is able to facilitate continuation of provision of the Service.

48.3. If either party is prevented from performance of its obligations for a continuous period in excess of 30 days:

- i. if agreed by the parties, the parties may suspend this Contract in whole or in part (upon such terms as may be agreed by the parties), or
- ii. the other party may terminate this Contract in whole or in part;

forthwith on service of written notice upon the party so prevented.

48.4. Neither party shall have any liability to the other, except that rights and liabilities which have accrued prior to such termination shall continue to subsist and for the avoidance of doubt the Council shall not be liable for payments to the Provider for services not performed by reason of an event of force majeure.

49. Contracts (Rights of Third Parties) Act 1999:

49.1. This Contract is not intended to and does not give any person who is not a party to it any right to enforce any of its provisions under the Contracts (Rights of Third Parties) Act 1999.

50. Waiver:

50.1. Failure of either party to exercise any right or remedy shall not constitute a waiver of such right or remedy.

50.2. No waiver shall be effective unless it is communicated to the other party in writing.

50.3. Waiver of a default shall not (unless it expressly so provides) constitute a waiver of any future default.

51. Notices:

51.1. Any notice, consent, acceptance or the like required or to be given under this Contract shall be in writing and shall be deemed to be given by sending to the relevant party at the address for service:

- i. when delivered if given personally or sent by recorded delivery post;
- ii. 3 Working days after the day of posting in the case of first class post; or
- iii. next Working Day after sending in the case of e-mail.

51.2. Either party may change its address for service by serving a notice in accordance with this clause.

52. Severance:

52.1. If any provision of this Contract shall be found to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Contract which shall remain in full force and effect.

52.2. If any provision of this Contract is so found to be invalid or unenforceable but would be valid or enforceable if some part of the provision were deleted, the provision in question shall apply with such modification(s) as may be necessary to make it valid and enforceable.

53. Governing Law:

53.1. The validity, construction and performance of this Contract shall be construed and governed by the Laws of England and Wales and each party irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.

54. Entire Agreement:

54.1. This Contract constitutes the entire agreement between the parties in respect of the Service and the parties confirm that they have not entered into this Contract on the basis of any representation that is not expressly incorporated in this Contract.

54.2. These terms and conditions shall prevail over any terms and conditions, which emanate from the Provider.

54.3. This Contract supersedes any prior contract between the parties, whether written or oral with effect from the Commencement Date but without prejudice to any rights or remedies which have already accrued to either party as at such date.

55. Survival of Terms:

- 55.1. Clause 19 Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE)
Clause 30 Confidentiality,

Clause 33 Intellectual Property,

Clause 38 Data Protection Act and Information Security,

Clause 39 Freedom of Information Act and Environmental Information Regulations,

Shall survive termination of this Contract.

56. **Re-tender and Information:**

- 56.1. Subject to clause 30 the Provider shall on request provide to the Council such information and data as the Council may reasonably require to enable the Council to prepare necessary documentation for the re-tender and appointment of another provider for the provision of the Service.

Appendix G:

CERTIFICATE OF NON-COLLUSION AND NON-CANVASSING

To: The Committee and Member Services Manager
Room 213, The Business Centre, Futures Park, Bacup OL13 0BB

Date: _____

Statement of Non-Canvassing

I/we hereby certify that I/we have not canvassed any member, Director, Employee, Representative or Adviser of the Council in connection with the proposed award of the Contract by the Council, and that no person employed by me/us or acting on my/our behalf, or advising me/us, has done any such act.

I/we further hereby undertake that I/we will not canvass any member, Director, Employee, Representative or Adviser of the Council in connection with the award of the Contract and that no person employed by me/us or acting on my/our behalf, or advising me/us, will do any such act.

Statement of Non-Collusion The essence of selective tendering for the Contract is that the Council shall receive bona fide competitive Tenders from all Tenderers.

In recognition of this principle, I/we certify that this is a bona fide offer, intended to be competitive and that I/we have not fixed or adjusted the amount of the offer in accordance with any agreement or arrangement with any other person (except any sub-contractor identified in this offer).

I/we also certify that I/we have not done, and undertake that I/we will not do, at any time any of the following acts:

communicate to a person other than the Council, the amount or approximate amount of my/our proposed offer except where the disclosure in confidence of the approximate value of the Tender was essential to obtain insurance premium quotations required for the preparation of the Tender; or

enter into any agreement or agreements with any other person that they shall refrain from tendering or as to the amount of any offer submitted by them; or

offer or agree to pay or give or actually pay or give any sum of money, inducement or valuable consideration, directly or indirectly, to any person for doing or having done or having caused to be done in relation to any other offer or proposed offer, any act or omission.

I/we agree that the Council may, in its consideration of the offer and in any subsequent actions, rely upon the statements made in this Certificate.

Economic Development Rossendale Borough Council

Signed by

Appendix H:

Data Protection:

THE DATA PROCESSOR SUPPLEMENTAL AGREEMENT

RE: [INSERT SERVICE/PROJECT/CONTRACT NAME]

THIS AGREEMENT is made on the day of 2018

BETWEEN:

- (1) ROSSENDALE BOROUGH COUNCIL The Business Centre, Futures Park, Bacup OL13 0BB (hereinafter called 'the Council') and
- (2) [] Ltd a company registered in England and Wales (Company Number []) and having its registered office at [] ("the Provider")

.

Whereas:

- (1) The Council and the Provider have entered into a contract [dated [] [of even date herewith] pursuant to which the Provider is to deliver [] services to the Council for which the Council is the Data Controller ("the Contract").
- (2) The Parties wish to enter into a data processing agreement that complies with the Data Protection Legislation
- (3) This Agreement and the Schedules hereto set out the conditions on which the Provider shall obtain, store, share, transmit and dispose of Personal Data on behalf of the Council and the technical and organisational security controls the Provider shall deploy in order to safeguard Personal Data.

NOW IT IS AGREED as follows:

1. Definitions and Interpretation

- 1.1 In this Agreement, unless otherwise specified, the definitions and interpretation set out in Schedule 1 to this Agreement shall apply and all data protection terms shall be interpreted in accordance with the meaning ascribed to them in Data Protection Legislation

Economic Development Rossendale Borough Council

2. Consideration

- 2.1 In consideration of the payment of the sum of £1.00 the Council engage the services of the Provider, the Provider accepts the engagement to provide the service on the terms and conditions set out in in this Agreement.

3. Data Protection Notification

- 3.1 The Provider shall confirm in writing to the Council that, for the purposes of activities carried out by it as a Data Controller in its own right, it either has a valid Notification in the Register of Data Controllers as published by the Information Commissioner or is exempt from such Notification obligations.

4. Assignment and Subcontracting

- 4.1 Other than where explicitly provided for in the Contract, any rights, obligations and/or performance required under this Agreement shall not be assigned, novated or subcontracted to any Sub-Contractor or other third party without the prior written consent of the Council.
- 4.2 The Provider may only authorise a Sub-Contractor to process Personal Data subject to the Council's prior written consent and provided that the Contractor has supplied the Council with full details of such Sub-Contractor, including details of the location where it will process any Personal Data.
- 4.3 Before allowing any Sub-Contractor to process any Personal Data related to this Agreement, the Provider must:
- (a) notify the Council in writing of the intended Sub-Contractor and Processing
 - (b) obtain the written consent of the Council;
 - (c) enter into a written agreement with the Sub-Contractor which give effect to the terms set out this Agreement such that they apply to the Sub-Contractor; and
 - (d) provide the Council with such information regarding the Sub-Contractor as the Council may reasonably require.
- 4.4 The Provider shall remain fully liable to the Council for the performance of any Subcontractor and all acts or omissions of any Sub-Contractor.

5. Not Used

6. Data Protection

6.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Council is the Controller and the Provider is the Processor. The only Processing that the Provider is authorised to do is listed in Schedule 2 by the Council and may not be determined by the Provider. The Provider shall comply with the Data Protection Legislation and all applicable law in the Processing of Personal Data and shall:

6.1.1 process Personal Data only to the extent and in such a manner as is necessary for the purposes specified in the Contract and this Agreement, including the particulars outlined in Schedule 2 and in accordance with documented instructions issued by the Council from time to time and shall not process Personal Data for any other purpose unless required to do so by law.

6.1.2 ensure that it has in place Protective Measures, which have been reviewed and approved by the Council as appropriate to protect against a Data Loss Event having taken account of the:

- (i) nature of the data to be protected;
- (ii) harm that might result from a Data Loss Event;
- (iii) state of technological development; and
- (iv) cost of implementing any measures;

6.2 In carrying out Council instructions, the Provider shall comply with all documentation produced or agreed by the Council relating to the Processing of Personal Data in the delivery of the Contract.

6.3 The Provider acknowledges that where it does not process Personal Data in accordance with the Council's instructions but itself determines the purposes and means of Processing Personal Data it shall be considered to be a Data Controller in respect of that Processing.

- 6.4 The Provider may only delete, amend or transfer Personal Data as expressly authorised by the Council for the purposes specified in this Agreement and as set out in Schedule 2.
- 6.5 The Provider shall not delete, amend or transfer Personal Data in any circumstances other than as provided for under Clause 6.4 and under Clause 14 (Retention) without the express consent of the Council.
- 6.6 The Provider shall not transfer or facilitate the transfer of any Personal Data outside the UK or beyond the European Economic Area without the express written permission of the Council
- 6.7 The Provider shall comply with the Data Protection Legislation, in particular it shall:
- 6.7.1. maintain a written record of all Processing activities carried out on behalf of the Council, containing:
 - 6.7.1.1 the parties' names and contact details and those of their representatives and data protection officers (where such officers are appointed);
 - 6.7.1.2 the categories of Processing carried out on behalf of the Council;
 - 6.7.1.3 where applicable, transfers of Personal Data to a third country or an international organisation, including the identification of that third country or international organisation and the documentation of suitable safeguards where relevant;
 - 6.7.1.4 a general description of the Provider's technical and organisational security measures;
 - 6.7.2 co-operate on request with the Information Commissioner's Office or any successor body functioning as a data protection supervisory authority; and
 - 6.7.3 appoint a Data Protection Officer if required by Data Protection Legislation.
- 6.8 The Provider shall provide all reasonable assistance to the Council in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Council, include:
- (a) a systematic description of the envisaged Processing operations and the purpose of the processing;

- (b) an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
- (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.

6.9 The Provider shall maintain complete and accurate records and information to demonstrate its compliance with this Agreement.

7. Provider Personnel

7.1 The Provider shall take all reasonable steps to ensure the reliability and integrity of all Provider Personnel who have access to Personal Data and shall ensure that it takes all reasonable steps to ensure the reliability and integrity of any Provider Personnel who have access to the Personal Data and ensure that they:

- (a) are aware of and comply with the Provider's duties under this clause;
- (b) are subject to appropriate confidentiality undertakings with the Provider or any Sub-Contractor;
- (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Council or as otherwise permitted by this Agreement; and
- (d) have undergone adequate training in the use, care, protection and handling of Personal Data;

7.2 The Provider shall ensure that Provider Personnel

7.2.1 receive information security training on induction and annual refresher training;

7.2.2 are aware of the controls the Provider has established for the protection of Personal Data at rest or in transit; in physical and electronic format, stored in both secure and non-secure locations and of the Provider's procedure for the reporting and management of security incidents;

- 7.3 The Provider shall ensure that only such of the Provider Personnel who may assist in carrying out its obligations under this Agreement shall have access to Personal Data and that such Provider Personnel have been vetted in line with Good Industry Practice and in accordance with any specific requirements of the Council.
- 7.4 The Provider shall ensure that none of the Provider Personnel used to carry out the services disclose any Personal Data to any third party except where expressly authorised to do so for the delivery of the services and as specified in Schedule 2.
- 7.5 Save as provided in clause 7.4, the Provider shall ensure that none of the Provider Personnel publish, disclose or divulge any Personal Data to a third party unless instructed to do so in writing by the Council.

8. Technical and Organisational Measures

- 8.1 The information security regime implemented by the Provider shall be compliant with all relevant legislation, and shall conform to recognised Good Industry Practice.
- 8.2 Appropriate technical, security and organisational measures shall be taken by the Provider to safeguard against accidental or unlawful destruction, damage, loss, alteration, unauthorised disclosure of or access to, Personal Data.
- 8.3 The Provider shall apply organisational and technical controls such as network and system specific security, physical security, user access privileges, user passwords, including but not limited to the following to ensure that:
- 8.3.1 irrespective of whether Personal Data is at rest or in transit, the controls deployed are appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage taking account of the nature and sensitivity of Personal Data;
 - 8.3.2 physical measures provide effective protection for information, systems and services from unauthorised access, theft, interference or damage;
 - 8.3.3 procedures are in place to identify and resolve software and system faults and failures, including the identification of malicious software;
 - 8.3.4 access to Personal Data is role based for legitimate business purposes in accordance with the “need to know” principle and that user permissions are controlled and granted and removed in line with job responsibilities;

- 8.3.5 sufficiently complex password controls are implemented for all authorised personnel with role based access to Personal Data;
- 8.3.6 passwords, usernames and access codes are not disclosed to any other person (whether employed by the Provider or not) and that all passwords and security codes are kept securely;
- 8.3.7 remote access to the Providers' secure network requires two factor authentication (something the user knows and a token they have);
- 8.3.8 where Personal Data is not stored solely on secure networks:
 - (i) only portable devices owned and controlled by the Provider are used to transport Personal Data and devices with built-in hard drives, deploy recognised industry standard encryption software;
 - (ii) only the minimum necessary Personal Data is transported on portable devices or in paper form
 - (iii) systems are in place to account for the movement of paper documents removed from and returned to the secure environment;
 - (iv) paper documents are kept secure and returned to the secure environment without delay and are not left in unattended vehicles; stored with portable devices or in portable device containers;
- 8.3.9 unencrypted email via the insecure internet is not used to communicate or transmit private, confidential or commercially sensitive Agreement Data;
- 8.3.10 exchanges of Personal Data shall conform with the secure methods for electronic transmission in any Information Sharing Agreements (ISAs) agreed by the Council with other parties;
- 8.3.11 all reasonable precautions are taken to preserve the integrity and prevent any corruption or loss, damage or destruction of Personal Data;
- 8.3.12 all reasonable steps are taken to maintain and audit compliance with above measures.

- 8.4 Within 20 Working Days after the Effective Date, the provider shall prepare and submit to the Council for approval a fully developed complete and up to date Security Management Plan providing a comprehensive written description of the technical and organisational methods employed to safeguard Personal Data supplementing any policies and procedures the Provider may have already supplied.

8.5 Except where the Provider's IT system security has been subject to penetration testing by an accredited provider in the 18 month period immediately prior to the date of this Agreement, the Provider shall arrange for such a test within the 6 month period immediately following the date of this Agreement. Where a test has taken place within the specified period, a summary of the findings, recommended remedial measures and the actual measures implemented by the Provider shall be supplied to the Council within 4 weeks from the date of this Agreement. In the event of a future test, the summary of the findings together with a plan of any measures the Provider intends to implement shall be provided to the Council no later than 6 weeks after the Provider receives the Assessor's report.

8.6 In the event any Personal Data related to this Agreement in the possession of the Provider becomes lost, corrupted or rendered unusable for any reason, the Provider undertakes to promptly restore such Personal Data using its back up and/or disaster recovery procedures at no cost to the Council.

9. Security Incident Management, Reporting and Notification

9.1 The Provider shall operate an incident management procedure for the timely reporting, investigation and management of all security incidents.

9.2 A security incident is defined as:

9.2.1 a deliberate attempt, whether successful or not, to compromise Personal Data; or

9.2.2 accidental breach of privacy/confidentiality and/or the loss or theft of Personal Data, or

9.2.3 a breakdown in Provider systems/processes that has or potentially may lead to Personal Data becoming damaged or exposed to unauthorised sources.

9.3 In the event of a security incident which has the potential to compromise Personal Data or has compromised Personal Data, a senior officer designated by the Provider will be responsible for investigating the incident and for implementing any necessary urgent remedial measures to contain the incident and/or learn lessons to avoid a similar incident occurring.

- 9.4 The Provider's designated senior officer shall notify the Council's nominated representative no later than the next Working Day after the incident becomes known and will provide sufficient information to ensure the Council is able to assess the nature and severity of the incident and the containment and recovery measures underway or planned.
- 9.5 The Provider shall co-operate with the Council's nominated representative on the management and resolution of all information security incidents.
- 9.6 The Provider accepts that the obligation as to whether or not it is necessary to notify the fact of a security incident to:
- 9.6.1 Data Subjects;
 - 9.6.2 Data Controllers from whom Personal Data may have been sourced;
 - 9.6.3 if appropriate, relevant regulatory bodies, is a decision for the Council and not the Provider.
- 9.7 Under no circumstances shall the Provider notify individuals or other bodies about a security incident unless expressly authorised to do so by the Council's nominated representative.
- 9.8 The Provider shall supply all information necessarily required by the Council in relation to security incidents on a timely basis to assist it in determining whether it is necessary to notify data subjects and/or other bodies and in dealing with any complaints, regulatory investigations and/or legal action brought against the Council.
10. **Audit and Inspection**
- 10.1 The Provider shall comply with all reasonable requests or directions from the Council for information necessary to satisfy itself that the Provider is in full compliance with its obligations under this Agreement and Data Protection Legislation and the Provider shall allow for and contribute to audits including access to the Provider's premises (upon the Council giving reasonable notice) for the purpose of inspecting all facilities, systems, documents and electronic data relating to the Processing of Personal Data by the Provider and to audit Processing activities carried out by the Provider under this Agreement.

11. **Data Protection related complaints and communications**

- 11.1 The Provider shall notify the Council no later than the next Working Day following the receipt of any complaint, notice or communication from an individual, supervisory or government body:
- 11.1.1 relating directly or indirectly to the processing of Personal Data and/or
 - 11.1.2 to the Council's statutory obligations under Data Protection Legislation, the common law duty of confidence or other privacy related legislation
- 11.2 The Provider shall provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 12 (and insofar as possible within the timescales reasonably required by the Council) including by promptly providing:
- (a) the Council with full details and copies of the complaint, communication or request;
 - (b) such assistance as is reasonably requested by the Council to enable the Council to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
 - (c) the Council, at its request, with any Personal Data it holds in relation to a Data Subject;
 - (d) assistance as requested by the Council following any Data Loss Event;
 - (e) assistance as requested by the Council with respect to any request from the Information Commissioner's Office, or any consultation by the Council with the Information Commissioner's Office.
- 11.3 The Provider shall immediately inform the Council if, in its opinion, a Council instruction infringes any Data Protection Legislation.

1.2 12. Subject Access Requests

- 12.1 Subject to clause 12.3, the Provider shall notify the Council immediately if it:
- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
 - (b) receives a request to rectify, block or erase any Personal Data;
 - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

- (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement;
- (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- (f) becomes aware of a Data Loss Event.

12.2 The Contractor's obligation to notify under clause 12.1 shall include the provision of further information to the Council in phases, as details become available.

12.3 The Provider acknowledges that the Council is responsible for responding to requests from individuals for access to their Personal Data and shall assist and cooperate with the Council in complying with its statutory obligations.

12.4 The Provider shall:

12.4.1 transfer the Subject Access Request to the Council as soon as practicable and in any event within three Working Days of receipt;

12.4.2 ensure that once in receipt or made aware that a Subject Access Request has been submitted, all the requested information is retained for potential disclosure;

12.4.3 provide the Council with a copy of all the Personal Data in its possession (including the sources of the information), in the form the Council requires within seven Working Days of receiving the request (or such shorter period as may be specified); and

12.4.4 provide all necessary assistance as reasonably requested to enable the Council to respond to the Subject Access Request within the time for compliance set out in Data Protection Legislation.

12.5 Under no circumstances shall the Provider respond directly to a Subject Access Request unless expressly authorised to do so in writing by the Council.

13. **Freedom of Information**

- 13.1 The Provider acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 (FoIA) and the Environmental Information Regulations 2004 (EIRs) and shall assist and cooperate with the Council to enable it to comply with its Information disclosure obligations.
- 13.2 The Provider shall:
- 13.2.1 transfer to the Council all Requests for Information that it receives as soon as practicable and in any event within three Working Days of receiving a Request for Information;
 - 13.2.2 ensure that once in receipt or made aware that a Request for Information has been submitted, all the requested Information is retained for potential disclosure;
 - 13.2.3 provide the Council with a copy of all the Information in its possession relating to a Request for Information (including the sources of the information), in the form the Council requires within seven Working Days of receiving the Request for Information (or such shorter period as may be specified); and
 - 13.2.4 provide all necessary assistance as reasonably requested to enable the Council to respond to the Request for Information within the time for compliance set out in Section 10 of the FoIA or Regulation 5 of the EIRs;
- 13.3 The Council shall be responsible for determining in its absolute discretion whether requested information is exempt from disclosure in accordance with the provisions of the FoIA, EIRs, or any other relevant statute or case law governing access to information.
- 13.4 Under no circumstances shall the Provider respond directly to a Request for Information unless expressly authorised to do so in writing by the Council.
- 13.5 The Provider acknowledges that the Council may be obliged under the FoIA or the EIRs to disclose information concerning the Provider or the Services:
- 13.5.1 in certain circumstances without consulting the Provider; or

13.5.2 following consultation with the Provider having taken its views into account;

13.5.3 provided always that the Council shall, in accordance with any recommendations in the Section 45 FoIA Code, take reasonable steps, where appropriate, to give the Provider prior notice, or failing that, to draw the disclosure to the Provider's attention after any such disclosure.

14. Retention

14.1 The Provider shall enter into a Disposal and Destruction Plan with the Council which will specify the requirements for the retention and disposal of Personal Data over the life of the Contract and on termination to ensure that Personal Data is not held longer than is necessary and that Personal Data is permanently and securely destroyed unless the Council instructs the Provider to transfer and/or supply Personal Data to the Council on termination or the Provider is required by law to retain Personal Data.

14.2 The Disposal and Destruction Plan shall be agreed no later than 3 months after the signing of this Agreement by both parties.

14.3 The implementation of the Disposal and Destruction Plan, including arrangements on termination shall be undertaken by the Provider at no cost to the Council.

15. Termination

15.1 This Agreement shall terminate automatically upon expiry or earlier termination of the Contract unless terminated earlier in accordance with Clause 15.2.

15.2 Without prejudice to any rights that have accrued under this Agreement or any of its rights or remedies, either party may terminate this Agreement by giving written notice to the other party if the other party commits a material breach of any material term of this Agreement and if that breach is remediable fails to remedy that breach within a period of 30 days after being notified in writing to do so.

15.3 On termination of this Agreement for any reason, the Provider shall immediately cease processing of all Personal Data and at the Provider's expense in accordance with the Disposal and Destruction Plan shall either supply Personal Data to the Economic Development Rossendale Borough Council

Council in the format specified or arrange for it to be transferred as directed by the Council and shall ensure that all remaining copies of Personal Data, including residual Agreement Data, are permanently removed from the Provider's systems in so far as the Provider is not required by law to retain Personal Data.

- 15.4 The Provider shall provide written confirmation of compliance with clause 15.3 no later than 14 days after termination of this Agreement.

16 Variation

- 16.1 The Council may vary the terms of this Agreement subject to providing at least 20 Working Days' notice to take account of any guidance issued by the Information Commissioner's Office or otherwise.
- 16.2 Any other variations must be by mutual agreement

17. Indemnity

- 17.1 The Provider shall indemnify and keep indemnified the Council against all claims, losses, liabilities or costs (including legal fees and penalties) and expenses incurred by or awarded against the Council or for which the Council may become liable due to any failure by the Provider or the Provider Personnel to comply with any of its obligations under this Agreement or as a result of any negligence, or breach of Data Protection Legislation, statute, common law or European law by the Provider in processing Personal Data.

18. Jurisdiction

- 18.1 This Agreement shall be governed by and construed in accordance with the law of England and Wales and the parties shall submit to the exclusive jurisdiction of the Courts of England and Wales.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as a deed the day and year first before written

THE COMMON SEAL OF
ROSSENDALE BOROUGH COUNCIL
 was hereunto affixed in the
 presence of:

Authorised Signatory

Executed as a deed by

[]

Ltd acting by a director in the presence of:)

Director

Name:

Signature of Witness:

Name of Witness:

Address

.....

A) Definitions

“Personal Data”	means all Personal Data generated and obtained by the Data Processor in the delivery of the Contract
“the Contract”	The contract [dated []] of even date herewith] under which the Provider provides the Services to the Council
“Data Impact Assessment”	means an assessment by the Data Controller of the impact of the envisaged processing on the protection of Personal Data.
“Data Controller” (including Joint Data Controller)	means as defined in Data Protection Legislation;
“Data Loss Event”	means any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
“Data Processor”	means as defined in in Data Protection Legislation
“Data Protection Impact Assessment”	means an assessment by the Data Controller of the impact of the envisaged Processing on the protection of Personal Data.
“Data Protection Legislation”	i) unless and until the GDPR is no longer directly applicable in the UK, the GDPR, (ii) the DPA (iii) and any national implemented Laws, regulations and

	secondary legislation about the processing of personal data and privacy as amended or updated from time to time and (iv) any successor legislation to the GDPR or the DPA
“Data Protection Officer”	means as defined in Data Protection Legislation
“Data Subject”	means as defined in Data Protection Legislation
“DPA 2018”	means the Data Protection Act 2018
“Disposal and Destruction Plan”	means the Plan to be developed by the Council governing retention and disposal of Personal Data
“FOIA Code”	The Code of Practice issued by the Secretary of State pursuant to Section 45 of the Freedom of Information Act 2000
“GDPR”	means the General Data Protection Regulation (Regulation (EU) 2016/679)
“Good Industry Practice”	means the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would reasonably and ordinarily expected at from time to time from of a skilled and experienced service provider engaged in a similar type of undertaking as that of the Provider as under the Contract under the same or similar circumstances
“Notification”	means registration as a Data Controller with the relevant national authority as defined in Data Protection Legislation
“Personal Data”	means as defined in in Data Protection Legislation

“Personal Data Breach”	means as defined in in Data Protection Legislation
Protective Measures:	means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it.
“Provider Personnel”	means all directors, officers, employees, agents, consultants and contractors of the Provider and/or of any subcontractor engaged in the performance of the Provider’s obligations under this Agreement;
“Processing”	means as defined in in Data Protection Legislation
“Requests for Information”	A request for information pursuant to the Freedom of Information Act 2000 and/or a request for environmental information as defined in Regulation 2 of the Environmental Information Regulations 2004 (2004/3391)
“Security Management Plan”	means the Provider plan describing the technical and organisational measures for delivery of the services as designed, revised and implemented pursuant to clause 8.4
“Sensitive Personal Data”	Means data consisting of information as to— (a) the racial or ethnic origin of the data subject, (b) political opinions, (c) religious beliefs or other beliefs of a similar nature, (d) whether or not the a member of a

	trade union (e) physical or mental health or condition, (f) sexual life, (g) the commission or alleged commission of any offence, or (h) alleged to have been committed, the disposal of such proceedings or the sentence of any court in such proceedings.
	or such definition of sensitive or special category data as is provided for in Data Protection Legislation .
“the Services”	the services to be provided by the Provider under the Contract
“Special Categories of Personal Data”	means as defined in Article 9(1) of the GDPR
“Subject Access Request”	means a request by or on behalf of a Data Subject in accordance with the rights granted pursuant to the Data Protection Legislation to access their Personal Data
“Working Day”	A day other than a Saturday, Sunday or public holiday in England when banks in London are open for business

B) Interpretation

- (i) Words importing one gender shall include any other gender, words importing the singular include the plural and vice versa and any reference to a person includes a reference to an individual, company, authority, board, association or any other body.
- (ii) The headings for any Clause sub-Clause paragraph sub paragraph or Schedule are for ease of reference only and shall not be taken into account in the construction or interpretation of this Agreement and the parties agree to observe and perform all their respective covenants and obligations contained herein whether contained in any of the Clauses sub-Clauses paragraphs or sub-paragraphs or in any of the Schedules
- (iii) The word “including” shall be construed so as not to limit the generality of any words or expressions with which it is used

(iv) Any covenant or obligation upon any party under this Agreement not to do an act or thing shall be deemed to include an obligation not to knowingly cause or suffer such act or thing to be done.

(v) Where any consent approval or other authorisation is required under this Agreement from either of the Parties it shall be implied (unless the contrary shall appear from the express terms of this Agreement) that the Party from which such consent approval or other authorisation is sought shall diligently and reasonably consider any written request therefore made by the other Party and that such consent approval or other authorisation shall not be unreasonably withheld or delayed.

(vi) Any reference in this Agreement to a statute or order shall (unless stated to the contrary) include any statutory extension or modification of such statute or order and any regulations orders byelaws or other subordinate legislation already or hereafter to be made under or pursuant to it.

(vii) Reference in this Agreement to any Clause sub-Clause paragraph sub-paragraph or Schedule without further designation shall be construed as a reference to the Clause, sub-Clause, paragraph, sub-paragraph or Schedule to this Agreement so numbered.

(viii) The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this Agreement. Any reference to this Agreement includes this Schedule.

Schedule 2

Schedule of Processing, Personal Data and Data Subjects

1. The Provider shall comply with any further written instructions with respect to processing by the Council.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	[This should be a high level, short description of what the processing is about i.e. its subject matter]
Duration of the processing	[Clearly set out the duration of the processing including dates]
Nature and purposes of the processing	[Please be as specific as possible, but make sure that you cover all intended purposes. The nature of the processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data]

	<p>(whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</p> <ul style="list-style-type: none"> - DESCRIBE WHO IS RESPONSIBLE (IF APPROPRIATE) FOR ISSUING/COMMUNICATING PRIVACY NOTICES, THE FORM THIS WILL TAKE AND HOW IT WILL BE DONE - DESCRIBE WHO IS RESPONSIBLE FOR GAINING CONSENT (IF APPROPRIATE) AND HOW THIS IS DONE - DESCRIBE WHO IS RESPONSIBLE FOR ACTING ON MARKETING PREFERENCES/OPT OUTS AND HOW THIS IS MANAGED/CONTROLLED - RECORD KEY CONTACT PERSONNEL AND CONTACT DETAILS FOR VARIOUS ACTIVITIES
Type of Personal Data	[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]
Categories of Data Subject	[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	[Describe how long the data will be retained for, how it be returned or destroyed]

Appendix I:**Liquidated Damages:****Part 1**

Contract sum (for example £90,000) + 10% (the cost associated with getting another consultant to do work)

= £99,000 X 0.002 (interest on capital) = £198 per week.

Part 2

Contract sum + the 10% = £99,000 x 1.5 % (Local authority fee's) 52 weeks = £28.55 per week

Therefore, total Liquidated Damages per week £226.55

CHECKLIST:

ITEM	TICK IF INCLUDED
TENDER DOCUMENT	
PRICE	
COMPLETED METHOD STATEMENTS	
SIGNED TERMS & CONDITIONS	
SIGNED DATA PROTECTION	
SIGNED ACKNOWLEDGEMENT OF LIQUIDATED DAMAGES	
SIGNED	



Proposed Haslingden Conservation Area

Conservation Area Appraisal

MARCH 2017

Buttress

Proposed Haslingden Conservation Area

Conservation Area Appraisal

Rev	Date	Status	Name	Description
3 rd	March 2018	CONSULTATION	Jenna Johnston Heritage Consultant	Third issue
2 nd	January 2018	DRAFT	Jenna Johnston Heritage Consultant	Second issue
1 st	November 2017	DRAFT	Jenna Johnston Heritage Consultant	First issue

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1 Executive Summary

Haslingden’s Commercial Core is a significant historic streetscape with many positive features, including a rich variety of building types and key views. However, its character is significantly affected by widespread issues of inappropriate modern additions, including uPVC windows and doors, other modern materials, inappropriate shopfronts, neglected and vacant buildings, vacant first floor space, and unsympathetic modern buildings.

Despite their specific positive features, the rest of Haslingden’s character areas are consistently degraded by the use of uPVC and other modern materials, the loss of historic fabric, poor quality additions and extensions, poor fabric conditions, traffic, and a proliferation of satellite dishes.

The conclusion is that Haslingden has a high-quality building stock that tells an interesting story about its community. There is a great amount of potential for the area to enhance both the aesthetics and the history of the town through careful alterations and cohesive future development. This can be achieved through a coherent and holistic management approach across the Conservation Area.

2 Introduction

2.1 Haslingden Conservation Area

Haslingden is not currently a designated Conservation Area. The proposed boundary included within this document is currently undergoing consultation for adoption as part of the Rossendale Local Plan.

The reason given for its consideration is:

Haslingden is characterised by building types and townscape at the junction of Manchester Road and Deardengate. It has distinctive townscape views from the crossroads particularly north and south along Deardengate. The focus of the Conservation Area is around the historic core of Haslingden. Deardengate is the primary street containing a number of impressive civic and commercial frontages. Collectively the consistency of scale and materials create an attractive market town vista, although some poor shop front designs detract from the quality they are not fatal to the overall area. There is some fragmentation within the townscape, especially to the northern side of the town centre between some of the oldest streets and the Listed Church of St James, incorporating this area into the Conservation Area will ensure future positive management of the area. The Conservation Area also picks up the main Listed assets within the immediate town centre.

2.2 The Control of Conservation Areas

Conservation areas are designated under the provisions of Section 69 of the *Planning (Listed Building and Conservation Areas) Act 1990*. A conservation area is defined as “an area of special architectural or historic interest the character or appearance of which it is desirable to preserve or enhance.”

Section 71 of the same Act requires local planning authority to formulate and publish proposals for the preservation and enhancement of these conservation areas. Section 72 also specifies that, in making a decision on an application for development within a conservation area, special attention must be paid to the desirability of preserving or enhancing the character or appearance of the area.

In response to these statutory requirements, this document defines and records the special architectural and historical interest of the Haslingden Conservation Area, and identifies opportunities for enhancement. It is in conformity with Historic England’s *Historic England Advice Note 1: Conservation Area Designation, Appraisal and Management* (2011). Additional government guidance regarding the management of historic buildings and conservation areas is set out within paragraphs 126 to 141 inclusive of the National Planning Policy Framework (NPPF) 2012.

2.3 Community Involvement

This document has been prepared for Rossendale Borough Council. The council conducted public consultation on the establishment of the Haslingden Conservation Area, which was widely available in the Borough. It was included in the Local Plan, which was available for drop in consultation, and online between August and October. There will be a further consultation before implementation of the Conservation Appraisal or following Management Plan.

3 Location & Landscape Setting

3.1 Location

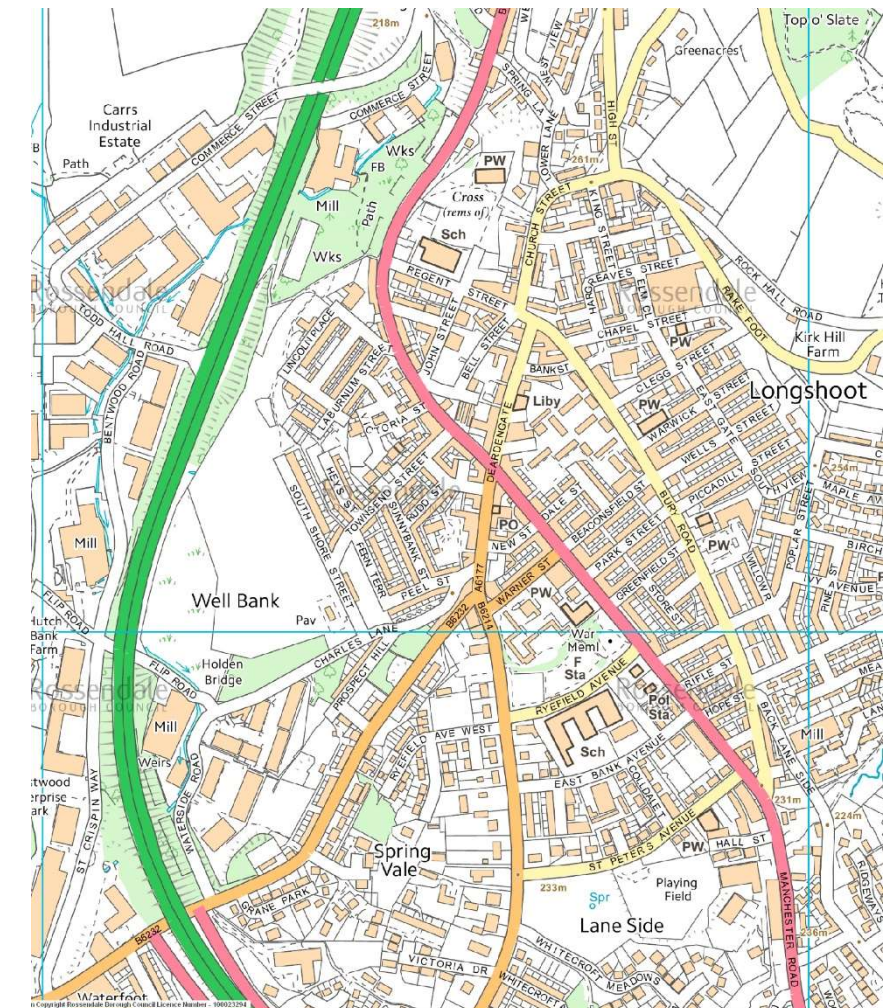


Figure 1 Haslingden, Scale 1/6000. The base map data used in Online Mapping is reproduced from Ordnance Survey map products with the permission of the Controller of Her Majesty's Stationery Office © Crown copyright. Unauthorised reproduction infringes Crown copyright and may lead to prosecution or civil proceedings. Rossendale Borough Council License Number - 100023294

Haslingden is above the valley of the Swinnel Brook, and on a plateau below the higher slopes of Cribden Hill. The historic centre of Haslingden is situated approximately 2.5km west of Rawtenstall. It is near the southern boundary of modern Lancashire.¹

¹ Lancashire County Council, *The Lancashire Historic Town Survey Programme: Haslingden Historic Town Assessment Report* (June 2005)

3.2 Landscape Setting, Topography & Geology

3.2.1 Landscape Setting

Haslingden is a nucleated settlement situated on a plateau situated between the valleys of the Rivers Swinnel, Ogden and Irwell. It lies on the edge of the Pennine hills and ranges in height from around 580m aOD at Height End to 250m aOD at Haslingden church and about 150m aOD at Ewood Bridge, next to the River Irwell.²

‘The town centre is situated near the highest point of the plateau, close to its northern end, with the land dropping relatively gently to the south. The western edge of the plateau is defined by a small scarp marking the edge of the Swinnel Brook.’³

3.2.2 Geology

This section is extracted from the *Lancashire Historic Town Survey Programme: Haslingden, Historic Town Assessment Report (2005)* 9.⁴

‘The underlying solid geology of the area consists of millstone grit of the carboniferous era (IGS 1969). Above this lie the lower coal measures which occur in association with sandstones, mudstones and shales, although in the vicinity of Haslingden itself, the millstone grit of the Rossendale anticline protrudes through the coalfield. Nevertheless, the proximity to coal was a decisive influence in ensuring the continuing concentration of the textile industry in the area during the nineteenth century.’⁵

The drift cover consists of the soils of the Rivington Association, which are generally found on the valley sides and foothills below 200m aOD although they can be found up to 300m aOD in Rossendale, and of the Wilcocks Association, which are found on the gentler footslopes of the Pennines above 200m aOD. They both consist of head and till associated with the carboniferous sandstones and shales but, whereas the Rivingtons are medium to coarse textured, the Wilcocks are fine to medium. Below 200m these soils are under permanent grass suitable for dairying and livestock rearing, but higher up they are only suitable for

rough grazing. The soils are acidic and strongly leached, requiring frequent liming to prevent surface mat formation.⁶

3.3 Biodiversity

There are no highlighted areas of biodiversity within the Haslingden Conservation Area boundary, as informed by the National Biodiversity Network Atlas. Records for slightly outlying areas indicate the presence of common species, such as blue tit, pigeon, magpie, swift, and bluebell. Other examples include Japanese Knotweed, Indian Balsam and Pipistrelle bats. The highest concentration of biodiversity records is situated to the south east of the outlined site, with 2173 records.

² Ibid., 9.

³ Ibid., 9.

⁴ Ibid., 9.

⁵ Ashmore, Owen, *The Industrial Archaeology of Lancashire* (London, David & Charles, 1969) 15.

⁶ Hall and Folland, *Soils of Lancashire* (1970) 47-54

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There is potential for underground remains on the sites of demolished post-medieval buildings in the vicinity of Haslingden, such as Todd Hall and Holden Hall.

Clearance schemes in the early 20th century has removed much evidence of the earlier street patterns and industrial housing. However, some below-ground evidence may remain under the more recent builds.

After the town moved south towards Deardengate, there is surviving evidence of the Georgian configuration (i.e. the Lindens), and the space as a 19th century commercial centre.

There are 17 surviving mills in the wider Haslingden area, though none in the town centre. The chimney of the grade II* Grane Mill is the most

The Holdens were major landholders in Haslingden, indicated by 3 family members having free tenancy of 100 acres of land between them in 1311. The centres of their estates appear to have been Holden Hall, Todd Hall and Ewood. There were also 'divers tenants at will' who held 183 acres, and some villeins.¹¹ This demonstrates that 'Haslingden was an established community before the middle of the thirteenth century.'¹²

⁷ Lancashire County Council (2005)

⁸ A History of the County of Lancaster

⁹ Lancashire County Council (2005) 15.

¹⁰ *Ibid.*

¹¹ Ibid., 16.

¹² Ibid., via Tupling 1927 16.

¹³ Lancashire County Council (2005)

It is possible that a chapel may have existed pre-Conquest, but there is no significant evidence for this. It is confirmed that there was a Chapel by 1296 as a dependant chapelry of St Mary's Church, Whalley.

A water corn mill existed in Haslingden by 1296, which would have been a draw for people from the surrounding areas, including Rawtenstall and Bacup, which did not have their own mills until the end of the medieval period.¹³

Haslingden's population increased throughout the late 13th and early 14th century.

4.1.6 Post-Medieval

Enclosure and the granting of copyholds¹⁴ in the post medieval period meant that Haslingden developed more areas of personal ownership, which subsequently resulted in more house building. Large estates were also being broken up, and by the second half of the 16th century, 'there appears to have been an active land market,'¹⁵ and as subtenants became owners, there are 'examples of tenant-farmers raising themselves to the status of small owners.'¹⁶ Growth in the textile industry meant that landowners were able to supplement their income by keeping sheep to support the demand for wool.

In Speed's 1610 map of Lancashire, Haslingden is given greater prominence than previously significant neighbours such as Accrington and Rawtenstall, indicating the status of its successful development.



Figure 2 Extract of Speed's 1610 Map of Lancashire, showing Haslingden at the bottom of the image.

¹⁴ A copyhold was a parcel of land granted to a peasant by the lord of the manor in return for agricultural services.

¹⁵ Lancashire County Council (2005)

¹⁶ Lancashire County Council (2005) via Tupling, 91.

18th century registers show many residents describing their occupation as connected with the textile industry. It has been suggested that those describing themselves as farmers may also have been part-time handloom weavers. The grade II listed 6 & 8 Church Street, and 4-14 Coal Hey (outside of the conservation area boundary) are evidence of 18th century weavers' cottages. These have now been converted, but retain interesting features, such as scarring of the external staircase.

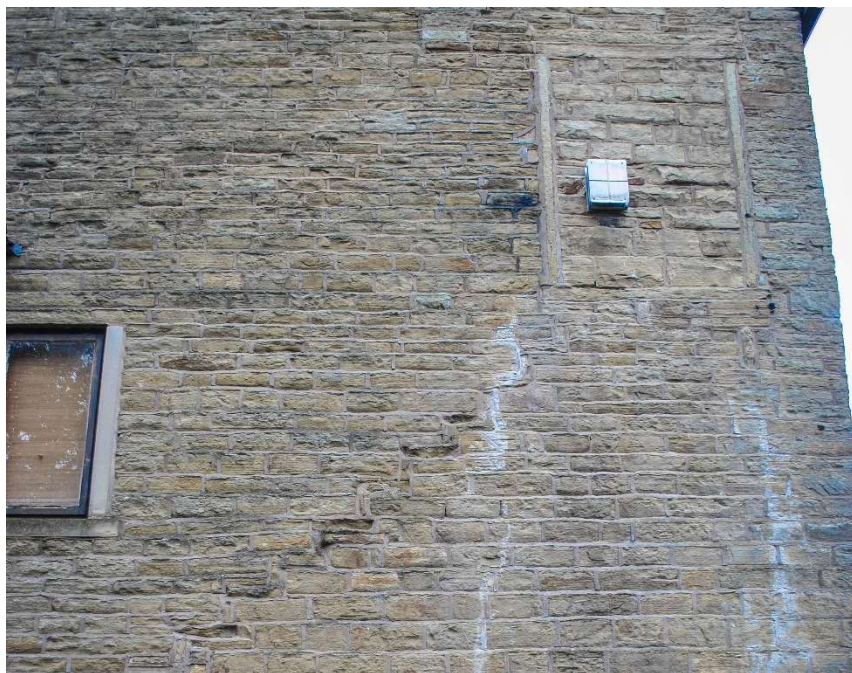


Figure 3 Staircase scarring on 4-14 Coal Hey

The town centre appears to have been higher up the town, adjacent to Church Street, known as Town Green and Town Gate, which is now lost. Town Gate was the main route north from the town.



Figure 4 Town Gate (n.d.) <http://haslingdens.blogspot.co.uk/2014/04/a-lovely-old-photograph-of-top-oth-town.html>

Church Street was the principal thoroughfare, potentially bounded to the south by what is now Chapel Street, although there is evidence of development further south along what is now Deardengate.



Figure 5 Marsden Square (n.d.) <http://haslingdens.blogspot.co.uk/2011/05/marsden-square-or-square-pot-fairs.html>

Marsden Square was the Georgian centre of the town, which was described by Aikin as being 'lately planned' and had 'some capital houses already built upon it.'¹⁷ This square was largely lost in 20th century clearance schemes, though there are remnants in the grade II listed The

Lindens and the unlisted Fountain House (outside the conservation area boundary).

Haslingden was described as a 'small market town upon the turnpike road leading from Bury to Blackburn'¹⁸ by Aikin in 1795. He also described it as having 'been greatly improved within the last twenty years, chiefly from the increase of the woollen manufacture.'¹⁹ The town centre also appears to have shifted slightly south by this time.

The estimated population of Haslingden in 1750 was 1,000 people; by 1801 this number was over 4,000. The town grew substantially in the second half of the 18th century, and 'certainly by 1786, Haslingden had developed into a substantial nucleated settlement.'²⁰

4.1.7 Industrial & Modern

Between 1801 and 1851, Haslingden's population had more than doubled from 4,040 to 9,030. By the end of the century, it stood at 16,327. Despite the introduction of cotton manufacture, wool remained Haslingden's principal output, which resulted in a slower growth of population than nearby cotton towns. The population was therefore more manageable, and its tradition of markets and wool trade meant that it was self-sufficient as a significant urban settlement.²¹

The town extended from Marsden Square and Deardengate, towards Swinnel Brook and the Foot of Laund Hey, which increased the symmetry of the town.²²

4.1.7.1 Woollen Textile Industry

The mass production of wool began to take hold at the end of the 18th/beginning of the 19th century. Paghouse is the earliest known fulling mill in the Haslingden area. The earliest carding mill was Flash Mill at Holden.²³

Loomshops remained in use into the 1880s. Pleasant Street had loomshops with two or three machines in the 1830s, and they were found above houses at Coal Hey, and in separate buildings at Radcliffe Fold.²⁴ Some mills converted to cotton mills, while some added cotton manufacture to their existing woollen output.

¹⁷ Aikin, John, *A description of the country from thirty to forty miles around Manchester* (London, John Stockdale, 1795) 276.

¹⁸ Ibid.

¹⁹ Ibid.

²⁰ Lancashire County Council (2005)

²¹ Ibid.

²² Lancashire County Council (2005) via Baines 1824, 644

²³ Lancashire County Council (2005)

²⁴ Ibid.

4.1.7.2 Cotton Textile Industry

The production of cotton cloth has taken place in Haslingden since the late 18th century. The size works at Laneside (1775) and the steam mill at Clough End (c1790) were the first known associated buildings. Steam power helped the mechanised production of cotton, and therefore increased the production and expansion of the industry.

However, Haslingden had the benefit of fast running streams, meaning that steam did not outstrip water power until much later.

Holden, Duckworth, Clough, Higher and Bridge End Mills converted to cotton production, or expanded their woollen production.²⁵ However, over half the textile business in Haslingden by 1824 were in the woollen trade.²⁶

4.1.7.3 Mid 19th Century

There were at least 48 mills in Haslingden by 1844.

The railway arrived in Haslingden in 1848, spurring the construction of many new factories along the railway, rather than the river. It was considered that this could greater enhance the town’s profile to that of nearby Rossendale. Newspapers from 1857 refer to the enhanced architectural stock of Haslingden since the arrival of the railway, suggesting heightened affluence and investment in the town.

By 1876, Haslingden was a ‘populous and thriving town.’²⁷

4.1.7.4 Urban Expansion in the Later 19th Century

Haslingden had 14 listed cotton spinning mills in 1870, though it is likely that existing mills were converted or adapted for cotton production, too.

In 1913, the number of cotton mills (including weaving sheds) was 38.²⁸

The population continued to grow in the later 19th century, and mill owners were building worker’s housing close to mills. The Public Health Act of 1875 introduced new sanitation, housing and road building standards. There were more extensive areas of grid-iron development, but Haslingden’s expansion was relatively modest in comparison to its neighbours.

In 1891, Haslingden was incorporated as a municipal borough.

4.1.7.5 Mining and Quarrying

Haslingden had a major stone quarrying industry, dating back to the 15th century; the stone was used for local building. Despite decline in production of slate mines, quarrying continued into the 19th century, supported by the population growth.

Increased demand saw the use of ‘lonky’ beds of fine grained sandstone, and the development of open quarries. Hutch Bank quarry produced many of the items required to meet the needs of expanding urban areas, including setts, kerbs and flagstones.²⁹

Despite being largely stone-built, Haslingden produced both brick and slate in addition.

4.1.7.6 Other Industries

In addition to wool, cotton and stone, Haslingden had a large iron and brass industry, supplying steam engines and boilers for the textile industry. There was a brass foundry on what is now Blackburn Road by 1849, and this is named the Union Foundry in 1911.

Machinery from the Stott & Co Laneside Foundry is now in the nearby Grane Mill.

Other industries existed to serve the needs of local people, including rope and twiner makers, brewers, and tinplate workers.³⁰

4.1.7.7 Commercial Development

Haslingden has had a market since at least 1555. The original market was held at Town Gate, close to the Parish Church. As it expanded, the market moved south into New Market Place and Deardengate.

Church Street and Deardengate are the historical shopping streets from the early 19th century, but commercial premises were also found in adjacent streets, including Pleasant Street, Bury Road, and High Street. The goods on offer were principally clothing and clothing makers and food, including butchers, grocers and tea merchants.

Blackburn Road and the Manchester Turnpike began to develop a commercial presence by 1854. By 1879, the crossroads of Deardengate,

Blackburn Road and Manchester Road had become the focussed centre of commercial activity, as it is today.

The covered market was built on Bury Road in 1932.

4.1.7.8 Pubs, Inns and Hotels

The Roebuck on Deardengate and the New Inn on Bury Road are the only 2 of the earliest hostelries to have survived the 1930s clearance schemes. All other properties known in 1824, focussed around Towngate/Church Street, were lost.³¹ The Roebuck and the New Inn (now the Veterans in Communities centre) are therefore the oldest surviving hotels in Haslingden. Both have been extensively altered, with the Roebuck being rebuilt in 1896, and the façade of the New Inn being reconfigured.

There were later additions appearing by 1854, including the Grey Mare (the Regent Hotel), the Commercial and Black Bull Hotel, focussed around the Deardengate crossroads.

4.1.7.9 Non-conformist Chapels

The rapid expansion of industrial Haslingden led to increased Christian activity, including associated building.

Non-conformist organisations established themselves in Haslingden from the 18th century. The Wesleyans are first recorded in 1796, opening a new chapel in 1798. They built a chapel on Manchester Road in 1857 and closed their previous home, though reopened it in 1868 to meet the community requirements. Another, separate Wesley Chapel was built in 1884 and demolished in the 1980s.

The Primitive Methodists formed in 1824 and opened a Sunday School on Deardengate in 1831. A new chapel was built on Grane road in 1880, but closed in 1956 and later demolished. The Primitive Free Church branch splintered from the Primitive Methodists was founded in 1850 and their Beaconsfield Street chapel opened in 1881, closing in 1881. The Salem United Methodist Free Church followed suit, with their own chapel built in 1861. Their later 1882 chapel was demolished in 1967.

At a similar time to the Wesleyans, the Independents (Congregationalists) built their first chapel and established themselves in

²⁵ Lancashire County Council (2005) via Tupling 1927, 212

²⁶ Lancashire County Council (2005)

²⁷ Whitaker, Thomas Dunham, *An History of the Original Parish of Whalley, and Honor of Clitheroe* (Manchester, L.C. Gent, 1872) 301.

²⁸ Lancashire County Council (2005) via Halstead 1916, 16

²⁹ Lancashire County Council (2005)

³⁰ Ibid.

³¹ Old and new Hare and Hounds, the (Golden) Cup, the White Horse, the Black Dog, the George, the Mason’s Arms and the Bulls Head.

Haslingden in 1787. This, and their later 1855 chapel on Grane Road have been demolished, but a graveyard is retained off Lower Deardengate. A splinter group joined the Independents in 1803, and another formed a Baptist Church in Pleasant Street, later building Trinity Baptist Chapel on Blackburn Road in 1872 which was demolished in 1969.

The Ebenezer Baptist Church was founded in 1842 by a further splinter group. They established themselves on Bury Road in 1845, and the foundation stone of the current chapel was laid in 1899.

Cave Adullam Chapel was opened in 1860 by the Particular Baptists, who had formed in 1845.

The New Jerusalem Church on John Street was built in 1891 by the Swedenborgians. They had previously had a church on Pleasant Street in 1815, and a chapel on Blackburn Road in 1840.

Founded in 1855, the Haslingden Gospel Mission opened a hall on George Street in 1896, which has since been demolished.

4.1.7.10 Anglican and Roman Catholic Churches

The Church of St James was Haslingden’s first Anglican Church. It was rebuilt in 1780, enlarged with the tower built in 1827, and was extensively restored in the Victorian period.

St Paul’s Church opened on Townsend Street in 1878 for the Free Church of England. It is now a motor garage.

Haslingden’s first Roman Catholic mission started above cottages 22-24 on Wilkinson Street, later taking the top floor of a building on Hawes Street.

St Mary’s Church on Bury Road was opened in 1859 as the Church of the Immaculate Conception.

4.1.7.11 Schools

The first school in Haslingden was established in 1749, to ‘provide instruction to the children of the poor in reading and writing and in the principles of the Church of England.’³²

Non-conformist Sunday schools were drivers of mass education, including the Wesleyan chapel on Bury Road (1788), and its purpose-built

school room opened on King Street in 1824 and Manchester Road in 1863.³³

In 1831 the Primitive Methodists opened a Sunday School on Deardengate. Lower Deardengate was the home of the Congregationalists school between 1802 and 1891, when a new Sunday school was constructed.

In 1845, the Ebenezer Baptists opened a Sunday school, and completed a new building in 1877.

The Cave Adullam Chapel, of the Particular Baptists, opened their Sunday school in 1860, after the Chapel was constructed in 1859.

Evening classes for working men were held in the vestry of the Wesleyan School on King Street from 1838.

The Mechanics Institute was formed in 1846. It originally operated inside a warehouse near the Commercial Hotel, then the Old Mansion House in Church Street. The Institute folded in 1850, but a new Institute was built in Deardengate in 1859. This building is now the public library.

There was an endowed grammar school from 1824, and the Town Council opened the Technical school on Bury Road in 1904. This was to become the grammar school’s home, but it was demolished in 1997.

4.1.7.12 Public Buildings

The 19th century saw the development of many public buildings, including the Pike Low Institute (1870), the Town Hall (c1850), and the Mechanics Institute (1859).

The creation of the municipal borough meant that the council purchased and converted properties, such as the residential West View on Bury Road which became offices in 1894.

4.1.7.13 Public Utilities

Gas was the first public utility in Haslingden, initially supplied in 1838 by the private Haslingden Gas Company. The original building closed, but it now part of the cottages on Northcote Street.

Street lighting was installed in 1872.

In 1853, the Haslingden and Rawtenstall Waterworks Company was established by an act of parliament. This was succeeded by the Bury

Corporation Waterworks in 1872, and later the Irwell Valley Water Board.³⁴

The Haslingden Rural Sanitary Authority was set up in 1873 in an attempt to deal with sewage and cholera issues, but no real progress was demonstrated until the 1880s.

4.2 The Historic Environment Record

The Historic Environment Record for Haslingden lies with Lancashire Borough Council. It includes the Historic Towns Survey, upon which the history and development covered in this document has been based.

4.3 Activities

The Conservation Area focuses around the commercial town centre of Haslingden, taking in residential and industrial expansion. The Deardengate crossroads forms the centre of the area, around which commercial activity is focussed. There is a good mix of local independent and national chain stores present. There also appears to be a large amount of vacant floor space, particularly at first floor level.

³² Lancashire County Council (2005)

³³ Ibid.

³⁴ Ibid.

Spatial Analysis

5.1 Layout and Building Pattern

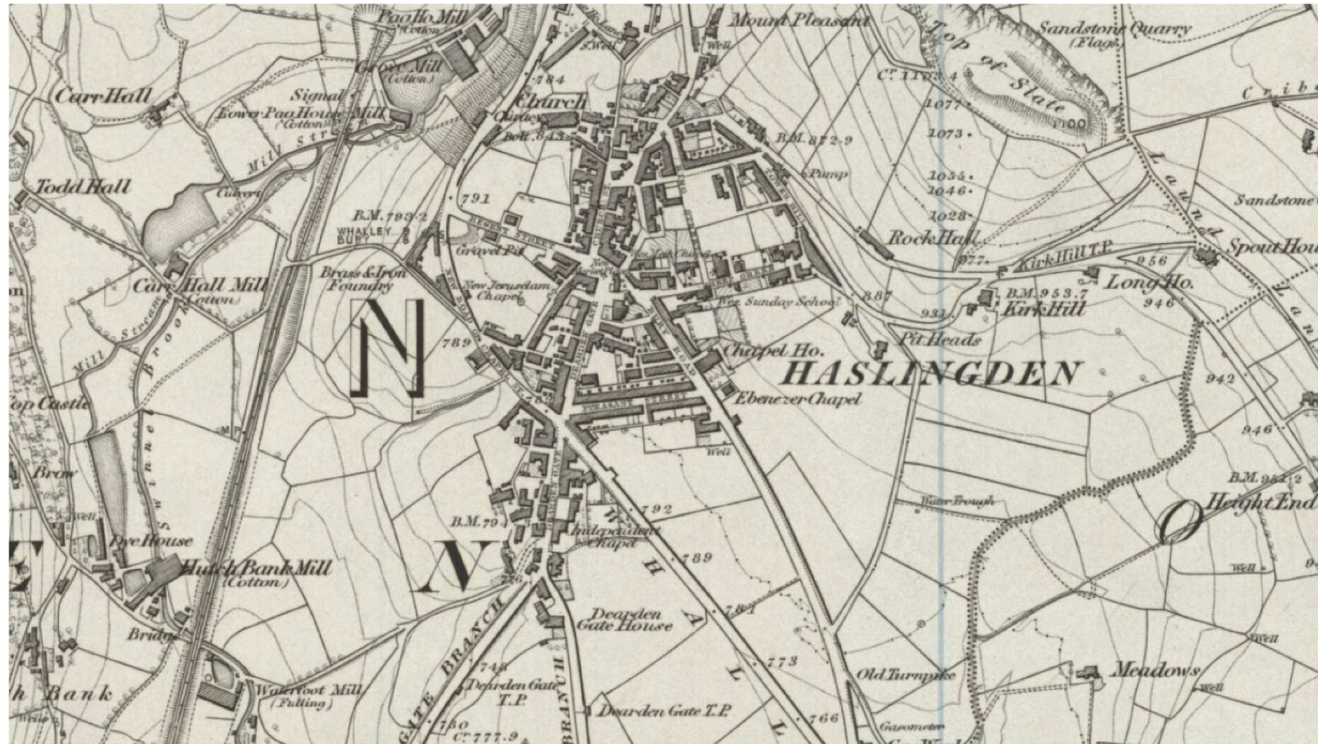


Figure 6 Haslingden, 1849. Lancashire LXXI (includes: Haslingden; Oswaldtwistle) - Ordnance Survey Six-inch England and Wales, 1842-1952



Figure 7 Haslingden, 1894. Lancashire LXXI.SE (includes: Haslingden.) - Ordnance Survey Six-inch England and Wales, 1842-1952.

The spatial layout of Haslingden is similar to many other Lancashire towns, and is a result of a variety of factors. Broadly, these can be separated down into the following phases of development:

- Existing topography: Haslingden's situation on the plateau between the valleys of the Rivers Swinnel, Ogden and Irwell, whilst lying on the edge of the Pennine hills, giving it its curving and sloping arrangement.
- Early development: Principally relating to the medieval settlement of Haslingden and the associated street pattern.
- Industrial development: The result of Haslingden's industrial and economic growth from the mid-18th century through to the late 19th century. Principally associated with industrial buildings and residential properties.
- 20th century clearance: Areas where evidence of earlier settlement patterns has been erased and either built over or left vacant.

This development pattern has resulted in changes in density of construction and building types, with most of development focussed on the central point around the Deardengate crossroads. The crossroads form the central focal point of the Conservation Area.

The Church of St James at the north of the town was originally the focus for activity, probably due to its high vantage point as a result of the local topography.

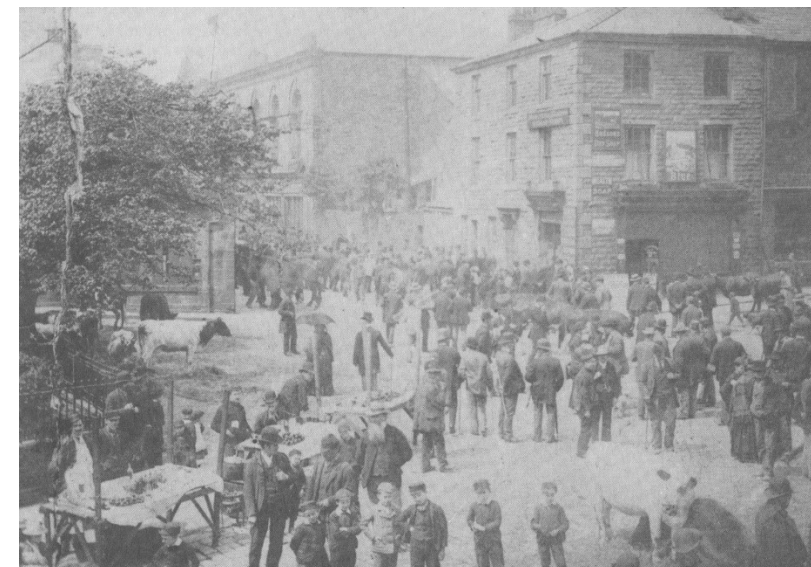


Figure 8 Market Place c1900

Residential areas developed alongside this area. The significance of this area as a town centre is marked by the four corner buildings that respond to the curving spaces.

Haslingden's mills were generally situated along the Swinnel Brook to the west of the town. They had good access to watercourses, and later, railways.

The original town centre is marked by the remaining Georgian houses, The Lindens, which would have formed the southern boundary of the market place, and Fountain House on King Street. The centre shifted further south by the mid-19th century because of the development and commercial activity on Deardengate, Blackburn Road and Manchester Road.

5.2 Spatial Analysis Map

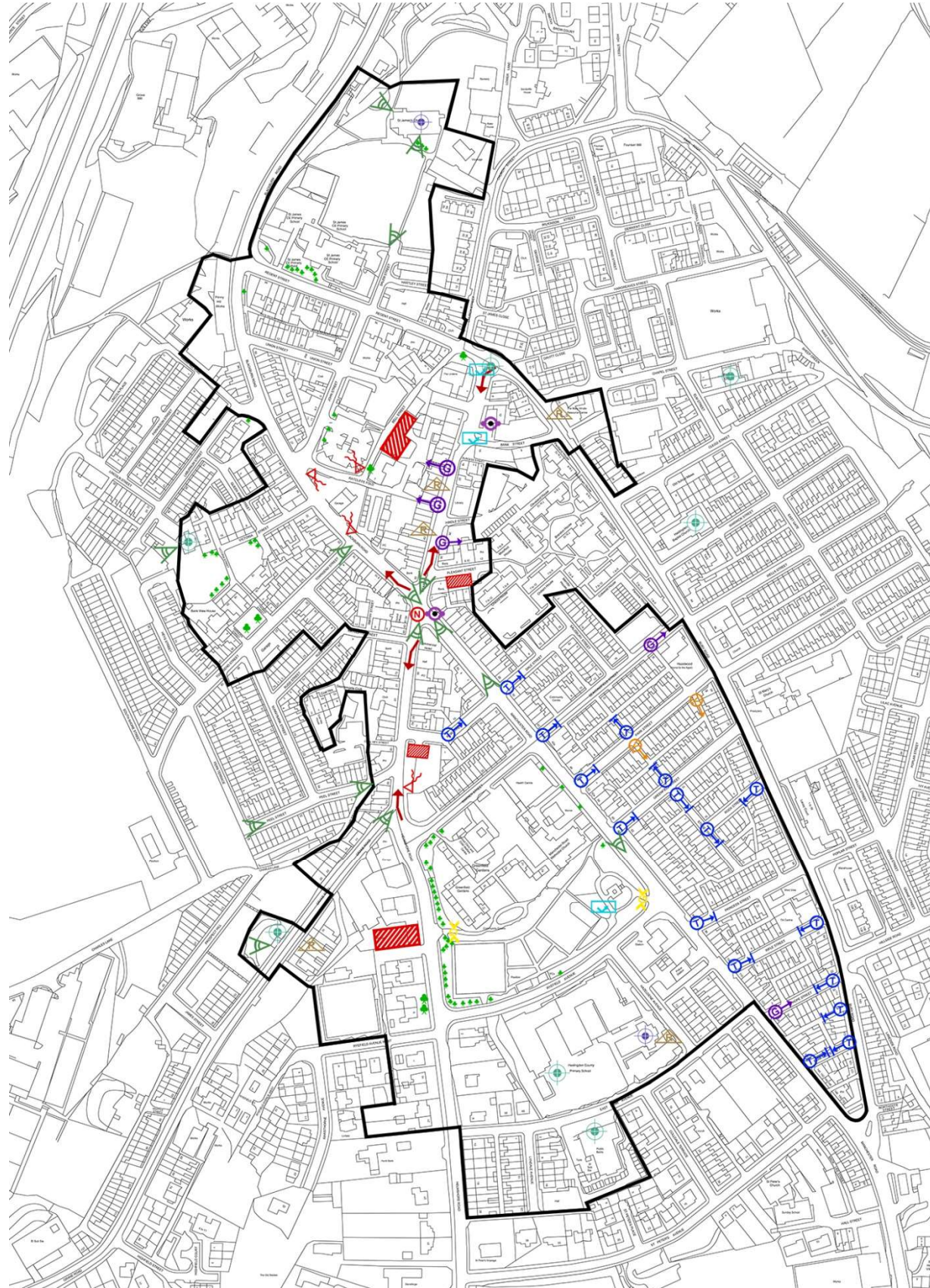


Figure 9 Spatial Analysis Map. A higher resolution version of the map can be found in the appendices, for reference.

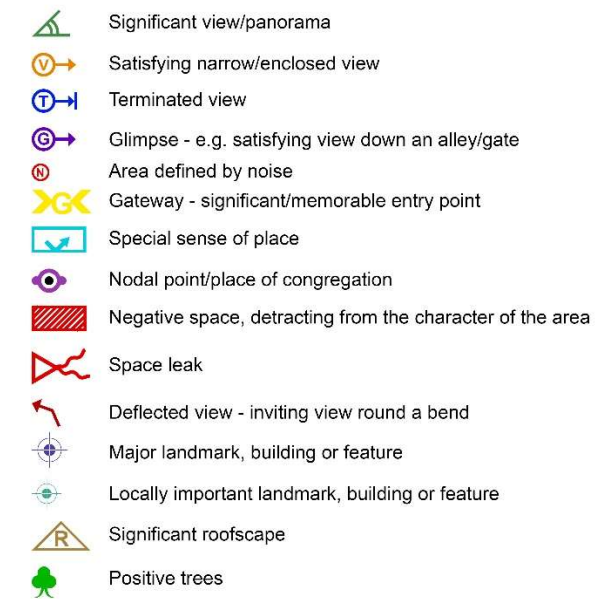


Figure 10 Spatial Analysis Map Key

The spatial analysis highlights the key attributes of each character area. The town is principally characterised by significant views, glimpse views, deflected views, and terminated views. The glimpse and deflected views are particularly concentrated around the commercial core, whereas the terminated views are most present in the terraced housing areas to the south east of the Conservation Area. This reflects the organic development of the centre of Haslingden, along historic street patterns relating directly to the location of the market, in comparison with housing associated with the town's industrial development and increased population.

5.3 Open Spaces and Trees

There are some open spaces dotted around the Haslingden Conservation Area, though they vary in character and quality. For example, the privately owned and maintained bowling greens are valuable social green spaces that make a positive contribution to the visual appearance of the area, as well as supporting community activity.



Figure 11 Bowling Green on Helmshore Road/Ryefield Avenue, adjacent to memorial gardens (2017).



Figure 12 Bowling Green on Ryefield Avenue West (2017)

There is also high quality open space in the Memorial Gardens, and the churchyard around the Church of St James.

Other areas of open space have the potential to make positive contributions to the area, if they are approached correctly, including spaces outside the boundary of the Conservation Area.

For example, the open space off Victoria Street, and the nearby Well Bank, could provide open green leisure space for local residents. Alternatively, open spaces such as the disused area on Bell Street (Figure 14) were caused by the demolition of existing properties. Therefore this space has the potential for future development, which would give this area a purpose, which it is currently lacking.



Figure 13 Open space on Victoria Street.



Figure 14 Overgrown, disused space on Bell Street.

The children's play area off Radcliffe Street has potential to be a valuable community leisure facility, if the area is managed and maintained in an appropriate manner.



Figure 15 Children's play area, off Radcliffe Street

Trees are situated around the Conservation Area, especially outside of the commercial centre, which tend to add most aesthetic value when aligned aside a road. For example, the view south west from Grane Road is framed by both private and public trees.

Individual trees outside The Lindens (Figure 49) also provide positive contribution to the public realm, whilst signalling the northern boundary of the commercial town centre and transition into residential spaces. Other existing trees within the Conservation Area are considered to have a positive impact on the townscape, and are marked on the Townscape Appraisal Map.

Rossendale Borough Council has specific Tree Preservation Orders (TPO) on the area of Well Bank. The following map illustrates protected areas in and adjacent to the Conservation Area.

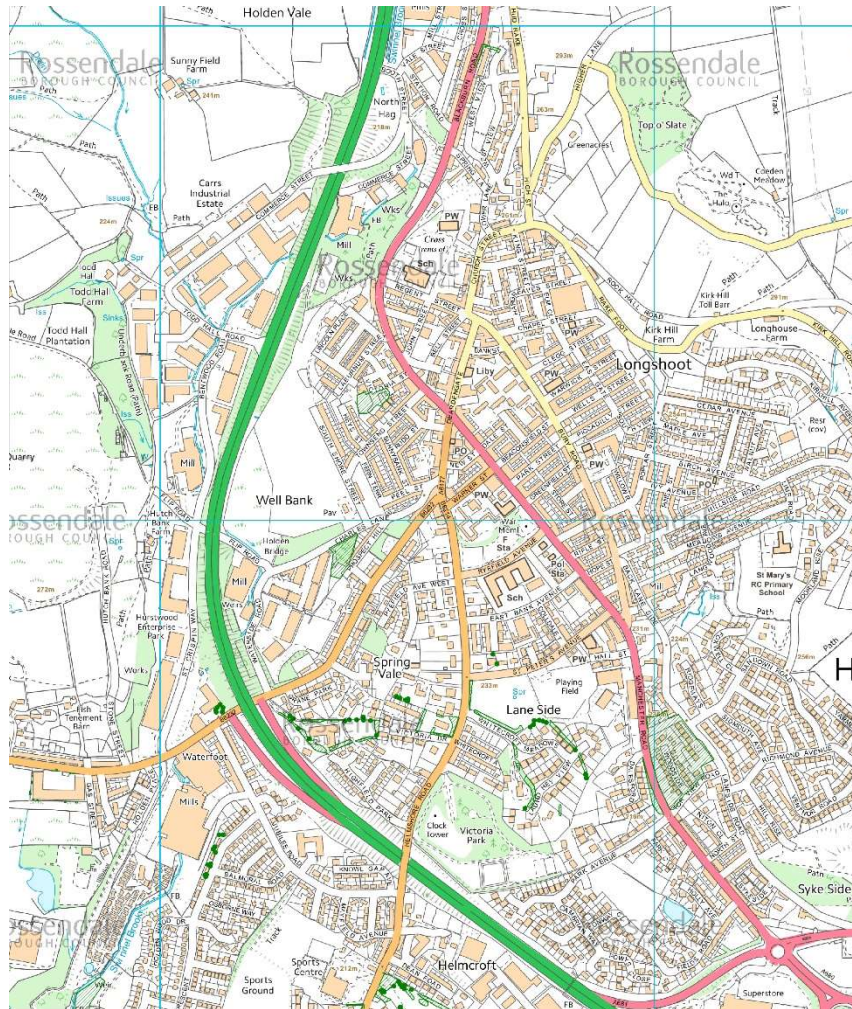


Figure 16 Haslingden TPO Map © Rossendale Borough Council

5.4 Focal Points

The Conservation Area is focussed on the crossroads of Deardengate, Manchester Road, and Blackburn Road. This is the principal shopping area of Haslingden, with the highest concentration of commercial property and associated traffic. There are also some historic buildings that draw focus due to their size and position.



Figure 17 Looking north to Deardengate (2017)

The Market Place at the top of Deardengate is also a focal point with a special sense of place due to the way the space opens out in relation to the dense nearby development. However, it appears to be an area of reduced activity in comparison to the commercial areas further south. The Memorial Gardens is also considered to have a special sense of place.

5.5 Focal Buildings

The most imposing and noticeable buildings in the townscape are principally municipal, civic, and polite buildings. Those properties listed by Historic England are naturally focal buildings due to their significance; these are explored in further detail in 6.3, but include buildings such as the Church of St James (Figure 18).



Figure 18 Church of St James

However, there are a number of focal, interesting and significant buildings within the Conservation Area, and outside its boundary, that provide a positive contribution to Haslingden. These are explored in 6.5 Positive Buildings.



Figure 19 Haslingden Primary School

Some of these buildings provide natural focal points within the Conservation Area, such as Haslingden Primary School (Figure 19) which provides a southern boundary to the Conservation Area.

5.6 Views and Vistas

The sloping topography of Haslingden creates many views of its countryside surroundings. The configuration of some of the longer streets create extended distance views that draw the eye. Due to the legacy of street patterns, Haslingden also benefits from many interesting glimpse views and terminated vistas, which can be explored on the Spatial Analysis map in Figure 9.

One of the principal long vistas begins at the Deardengate, Manchester Road, and Blackburn Road crossroads; the nucleus of the Conservation Area. The view down Manchester Road links Haslingden with the surrounding countryside, whilst the views up and down Deardengate highlight the curving nature of the centre of the town, highlighting by the diminishing perspective of the properties lining the road.



Figure 20 Looking south east to Manchester Road



Figure 21 Looking north up Deardengate

Haslingden benefits from a variety of view types. There are views out to the surrounding countryside which are intrinsically positive. There are also views and vistas within the commercial and residential areas that help to make Haslingden's townscape more visually interesting. These include terminated, glimpse and curving views, all of which can be explored in more detail on the Spatial Analysis map in Figure 9. These are characterised principally by sloping and curving streets, and narrow passageways.



Figure 22 Terminated view of Townsend Street from Radcliffe Street.



Figure 23 View from the Church of St James



Figure 24 Glimpse View

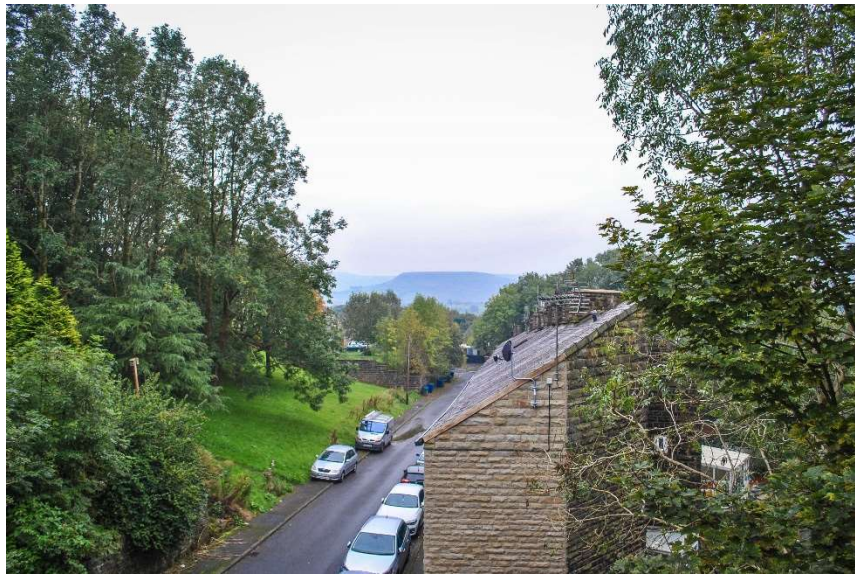


Figure 25 View towards the countryside from Peel Street



Figure 26 Curved view

5.7 Boundaries

The majority of properties within the town centre face directly onto the street pavement, meaning that there are no visible boundaries. Where residential areas are characterised by terraces, boundaries are marked by walls, though evidence suggests that many of these walls have been altered from their original form and materials. However, some examples of early features remain in these boundary walls.

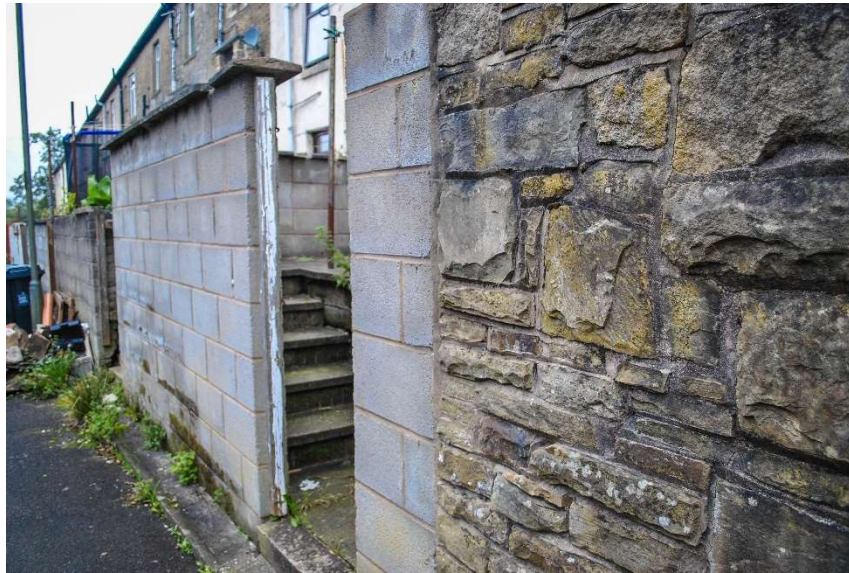


Figure 27 Example of historic boundary wall adjacent a modern block replacement between Charles Lane and Peel Street, adjacent to the Conservation Area boundary.



Figure 28 Back Regent Street

Boundaries of newer residential developments within the town centre are suggested by the transition to grass and public footways.



Figure 29 Boundary of the Foresters Arms on Pleasant Street

Some high quality residential boundary wall examples still exist, such as the group of 6 houses on Grane Road (Figure 30) and properties along Helmsore Road, where properties are of higher status; larger in size and with more attached land.



Figure 30 Group of houses on Grane Road



Figure 31 Helmsore Road looking south

There is also an interesting example of a boundary wall associated with a former mill. The wall is of high quality, and appears to retain some features from its original use, including a potential waste disposal area.



Figure 32 Feature of historic wall on Bell Street

5.8 Public Realm

The public realm of Haslingden is almost exclusively modern; very few historic finishes or active furniture and infrastructure remain. There is evidence of historic cobbles underneath modern tarmac, implying that these have either been extensively covered throughout the town, or removed. There are a handful of examples of retained cobbles, such as Back Regent Street (Figure 34), and Market Place at the top of Deardengate, which are positive features of the town.



Figure 33 Evidence of earlier cobbles visible through a hole in modern tarmac.



Figure 34 Secondary public realm, Back Regent Street from Blackburn Road.



Figure 35 Illustrative secondary passageway.

Footpaths are also modern, though some are tarmacked and others are block paved. Some secondary backstreet spaces are either tarmacked or left with exposed ground. These secondary public realm spaces are also consistently cluttered by household waste and bins (Error! Reference source not found.), including an abundance of litter. Due to the loss of the historic boundary walls in these spaces, the character is already reduced, and further degraded by lack of maintenance.



Figure 36 Example of cluttered highway signage.

Highways signage is cluttered, and items such as railings and bollards are distinctly modern. Lamp posts along Deardengate have been more sensitively designed than in other areas, particularly secondary or

backstreet spaces. There is a moderate number of projecting signs, meaning that key sight lines are not overly cluttered by advertising.

The public realm on the Pleasant Street Square is an example of open space that has the potential to provide a greater contribution to the surrounding streetscape and business as it is currently unused.



Figure 37 Pleasant Street Square

The area was previously occupied by terraced housing and associated commercial properties (photo right). The new properties being set back from the road disrupts the traditional street layout of this area, creating dead space.



Figure 38 Pleasant Street, looking towards Deardengate, before clearance (n.d.) <http://haslingdens.blogspot.co.uk/2015/08/before-central-flats.html>

There are other examples of empty space throughout the Conservation Area, including the gap site on Helmshore Road (Figure 39) and the overgrown gap site on Bell Street (Figure 14)



Figure 39 Disused space adjacent to Texaco on Helmshore Road

The public realm on Grane Road is an example of one of those spaces with potential for future use and enjoyment. The area has clearly been laid out as a place intended for leisure, with a footpath marked by stone setts hidden beneath overgrowth. There is a bench and a historic lamp post, which is hidden from view. It appears as though this area was used as a viewing platform, but the adjacent trees are overgrown and obstructing any view.



Figure 40 Disused public realm on Grane Road.

5.8.1 Edges & Setts

The paving along Blackburn Road, Manchester Road and Deardengate is generally herringbone orientation, some with borders, and tactile paving at crossing points. Main roads are tarmac. There are limited stone setts within the town, but examples are principally focused around the commercial core, namely at the north of Deardengate, and in historic secondary spaces. The residential areas, and streets leading towards the main crossroads, are characterised by tarmac road and pavement surfaces.



Figure 41 Stone setts at the north of Deardengate

Generally, there is room for improvement for Haslingden's public realm to meet its potential.

5.9 Commemorative Plaques

There are some commemorative plaques on buildings within and adjacent to the Haslingden Conservation Area, relating to local individuals and interesting buildings with strong links to the area's industrial past.



Figure 42 Examples of plaques in Haslingden.

These are valuable insights into the hidden history of the area, and should be maintained. Where possible, relevant and appropriate, it would be valuable to erect more of these plaques throughout the town and to expand upon the stories within the existing plaques.

6 The Buildings of the Conservation Area

6.1 Building Styles, Materials and Colours

6.1.1 Materials



Figure 43 Example of watershot coursing

Haslingden is a principally stone-built town, using stone from local quarries, and many of its earlier vernacular buildings have watershot coursing (Figure 43). The civic buildings of Haslingden town centre have ashlar façades. There are some examples of brick buildings, though these are few in comparison. Local quarries also provided the materials for the

public realm, including stone setts and slabs, though most of these appear to have been removed.

6.1.2 Housing Types

Very little of the earliest housing, dating from the 18th century and the 1790s development around Marsden Square, in Haslingden survives. Early 20th century clearance schemes removed much of this early housing. Of the examples remaining, The Lindens and Fountain House are wealthier merchants' houses, and 6-8 Church Street were hand-loom shops for cotton weavers, though have been altered. From the same period, Coal Hey is a block of six back-to-back terraced houses that retain much of their external appearance, and demonstrate where things have been taken away, such as the staircase and doorway on the gable end.

The earliest examples of residential properties in Haslingden, dating from the early 19th century, are 4-6 Townsend Street. They are built with watershot coursing, and date from 1842. It is possible that some of the properties along Ratcliffe street also date back to this period, particularly 5-9 and 13-15.

The most densely residential areas of Haslingden lie to the south-east of Pleasant Street, and the south-west of Blackburn Road. Dating from the 1870s-90s, these workers' terraces are uniform stone with pitched roofs, conforming to the minimum standards of the Public Health Act of 1875. Most of these workers houses did not have higher status features such as bay windows.

Pre-20th century high status housing is limited. The most evidence for non-worker dwellings is the collection of semi-detached stone buildings in Well Bank. Built in the 1870s, these properties would have been arranged around a formal garden. This garden space still exists, though it is neglected.

The majority of high-status mill-owner properties are south of Haslingden, towards Helmshore.

6.2 Positive and Negative Buildings

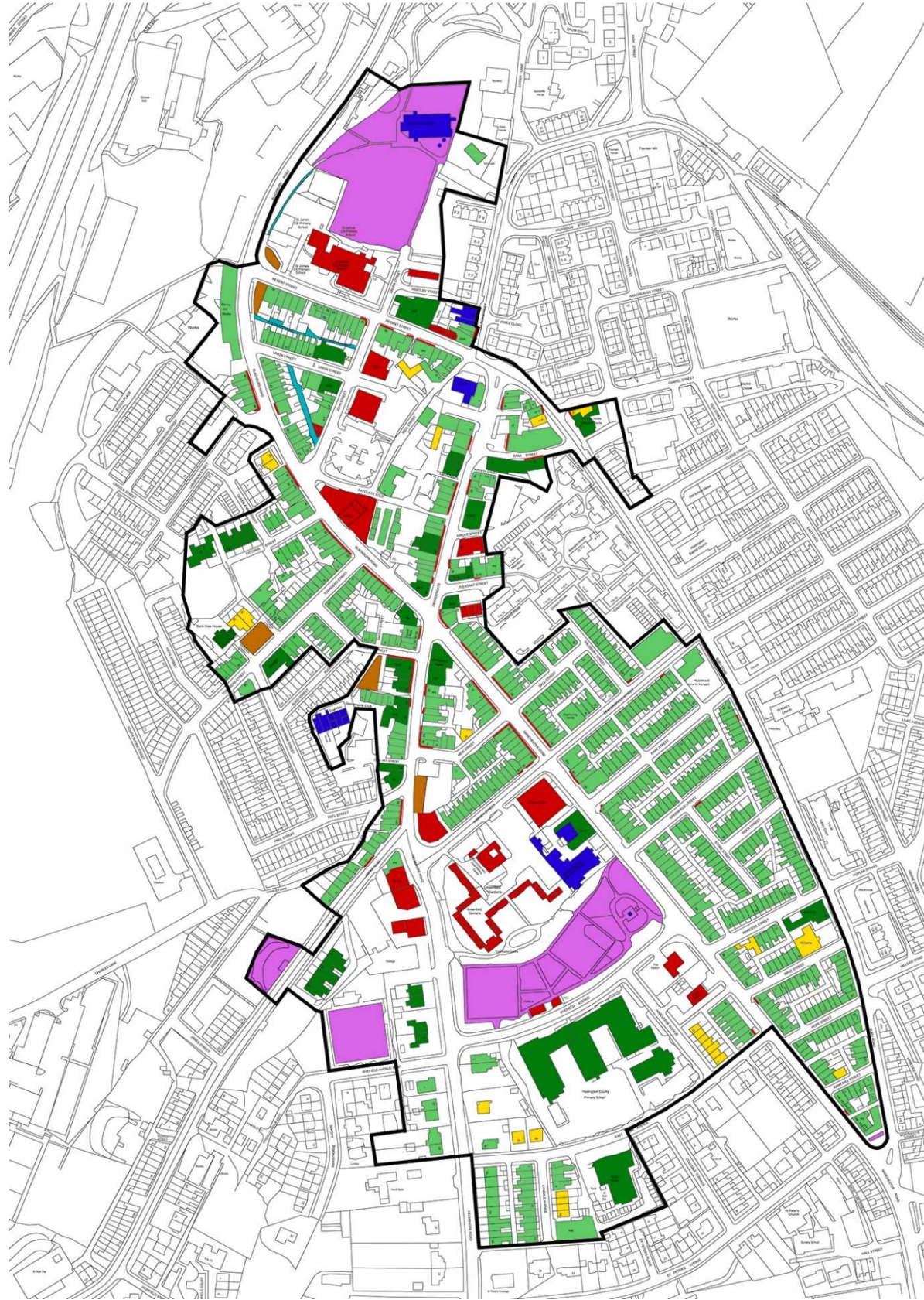


Figure 44 Positive & Negative Spatial Analysis. A higher resolution version of the map can be found in the appendices, for reference.



Figure 45 Map Key

Some areas in particular would benefit from improvement, and some negative buildings and areas generally detract from the character of the area. There are also a few surviving historic streets, secondary circulation spaces at the north of the Conservation Area boundary. These are rare within the townscape, and contribute greatly to the character of Haslingden.

Though there are not many listed assets within the boundary of the Conservation Area, the townscape is defined by good quality building stock in need of improvement and repair, as well as key buildings that define the space through their size, historic function, or architectural style. Haslingden is a densely built town, though some pockets of positive public green space, such as the memorial gardens and the churchyard of St James provide a valuable variation in character. There are other, smaller pockets of underutilised public realm that have the potential for enhancement.

6.3 Listed Buildings

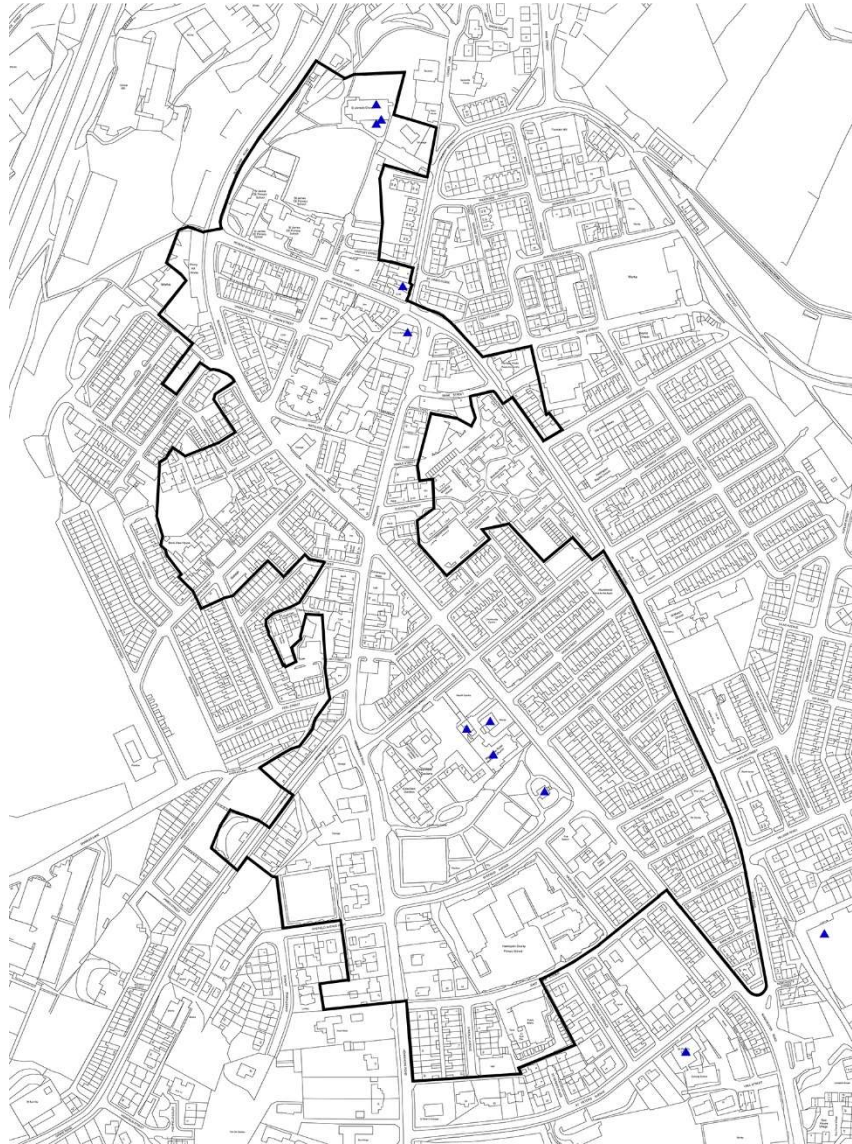


Figure 46 Map showing designated assets (blue triangles) within, and adjacent to, the boundary of the Conservation Area.

There are no grade I listed buildings within the defined urban area of Haslingden, though there are 30 grade II listed structures, and 2 grade II* buildings, Ewood Hall, dating from 1641.

There are 9 designated heritage assets within the boundary of the conservation area. They are all grade II listed, and 3 of them are monuments. There are two listed buildings outside the boundary, which are also grade II listed.

6.3.1 Church of St James



Figure 47 Church of St James

The Church of St James was built in 1780, enlarged and the tower added in 1827, and underwent further alterations in the 19th century. The building is watershot coursed, which is a characteristic of historic buildings in this area.

<https://historicengland.org.uk/listing/the-list/list-entry/1361943>

6.3.2 Duckworth Monument c10 metres south of Church of St James

Tomb chest to Elizabet (sic), Daughter of James Schofield, wife of Hugh Duckworth, d.1754. Dressed stone, with panelled sides, lettered lid with some incised decorations.

<https://historicengland.org.uk/listing/the-list/list-entry/1072847>

6.3.3 Three linked monuments to members of Lonsdale family, c12 metres south of church of St James.

Three tomb chests with side walls abutting one another. Dedicated to Richard Lonsdale (d.1776), Ellen Lonsdale (d.1770) and John Lonsdale (d.1816). Dressed stone with panelled sides, lettered and decorated lids.

<https://historicengland.org.uk/listing/the-list/list-entry/1163505>

6.3.4 6 and 8, Church Street



Figure 48 6 & 8 Church Street

Late 18th century house, probably for putting-out manufacturer. Altered in 19th century, now 2 shops. Watershot coursed sandstone, in the traditional method for this area.

<https://historicengland.org.uk/listing/the-list/list-entry/1361944>

6.3.5 The Lindens



Figure 49 The Lindens

Late 18th century merchant's house. Watershot coursed sandstone in the traditional manner, slate roof, with end wall chimneys.

<https://historicengland.org.uk/listing/the-list/list-entry/1163615>

6.3.6 29 Manchester Road



Figure 50 © Robert Wade 2009
(<https://www.flickr.com/photos/rossendalewadey/3984008906/>)

Mid-19th century caretaker's house to Manchester Road Methodist Church. Rock-faced sandstone with quoins, steeply-pitched slate roof with gable chimneys and stone copings. Included for group value with the Methodist church and 31 Manchester Road.

<https://historicengland.org.uk/listing/the-list/list-entry/1361965>

6.3.7 31 Manchester Road



Figure 51 © Robert Wade 2009
(<https://www.flickr.com/photos/rossendalewadey/3983249939/>)

Late 19th century Methodist manse. Rock-faced sandstone with dressed bands and carved dressings. Included for group value with the Methodist church.

<https://historicengland.org.uk/listing/the-list/list-entry/1072817>

6.3.8 Methodist Church



Figure 52 Manchester Road Methodist Church, © Robert Wade 2015
(<https://www.flickr.com/photos/rossendalewadey/22644618737>) <https://www.flickr.com/photos/rossendalewadey/8737376351/>

The church was originally built in 1780; it was later enlarged and the tower added in 1827, and further changed in the later 19th century. It is built of watershot coursed sandstone with rusticated quoins and a slate roof.

<https://historicengland.org.uk/listing/the-list/list-entry/1163587>

6.3.9 War Memorial in Memorial Gardens

The war memorial, in polished granite and bronze statuary, dates from 1924. The inscription on the right of the base reads R F Roslyn RSS, and on the left, 1924 E J Parlanti Founder London.

<https://historicengland.org.uk/listing/the-list/list-entry/1163597>

Altogether, listed buildings are very under-represented in Haslingden, although of the structures which are listed, domestic buildings have the best representation, particularly those pre-dating the mid-19th century. Industrial structures are very under represented especially given the relatively large proportion of early industrial fabric. This may reflect the poor quality of the surviving fabric and the substantial alterations for later industrial use.

6.4 Locally Listed Buildings

There is no active local list for Haslingden, but Rossendale Borough Council are currently in the process of developing one. Suggestions for the local list should be appropriately scrutinised against criteria laid out by Historic England in *Historic England Advice Note 7: Local Heritage Listing*. Buildings specifically noted throughout this document might provide nominations for the emerging Local List.

6.5 Positive Buildings

In addition to the listed buildings named in 6.3 Listed Buildings, there are a large number of unlisted buildings identified in 6.2 Positive and Negative Buildings as being *positive* buildings of townscape merit. Buildings identified as being *positive* will vary, but commonly they will be good examples of relatively unaltered historic buildings where their style, detailing and building materials provides the streetscape with interest and variety. Most importantly, they make a *positive* contribution to the special interest of the Conservation Area. Buildings included here have been assessed externally as no internal access was available at the time of inspection. It should also be recognised that buildings not included within this designation still provide a positive contribution to the townscape of Haslingden, particularly in group values of terraces of residential and commercial properties.

6.5.1 Residential Buildings

6.5.1.1 7, Helmshore Road.



Figure 53 Rosslye House

Dated 1914, Rosslye House and its neighbours represent the wealthier residential area of Haslingden, situated primarily to the south west. The projecting bays with pitched gables and large glazed windows highlight the status of the buildings.

6.5.1.2 10-20(???) Group of 6 houses (Grane Road)



Figure 54 Grane Road

This terrace group on Grane Road is an attractive and self contained development, responding to the slope of the Road to the south west. The properties appear to be in good condition and retain their boundary wall and gate. One house looks to have retained its original decorative fascias.

6.5.1.3 Unknown address



Figure 55 Unknown

This property sits to the westernmost boundary, as the terrace housing begins to break up towards Well Bank. Its size and design are unique in Haslingden, making it an interesting and important residential building. It is one of the properties dating from the 1870s, laid out around a formal square.

6.5.2 Public Buildings

6.5.2.1 Haslingden Primary School, Ryefield Avenue.



Figure 56 Haslingden Primary School

The Central Council School was built in 1914 and opened by Mayor Tom Baxter on the 21st August 1915. It forms a distinct and characterful southern boundary to the Conservation Area

6.5.2.2 75 Deardengate, The British Legion



Figure 57 The British Legion, Deardengate

In comparison to some of the more central or significant public buildings, the British Legion building is relatively plainly detailed. However, it retains some interesting features, despite inappropriate modern alterations, and evidence of some condition and damp issues. This building has great potential for enhancing the Deardengate approach.

6.5.2.3 55 Deardengate



Figure 58 55 Deardengate

55 Deardengate is one of the four corners forming the central Conservation Area crossroads. It is one of the most richly decorated buildings in the whole town, and has a distinctive shape dictated by the corner plot.

6.5.2.4 Haslingden Library, Deardengate



Figure 59 Haslingden Library © Brian Evans 2016
(<https://www.flickr.com/photos/stagedoorjohnnie/27468371136/>)

The public library was originally built as the Mechanic's Institute in 1859. Its ashlar facing and grand central porch marks it out as a significant building within the Deardengate streetscape. Though the windows have been replaced with plastic frames, the size of the mullions and transoms remains appropriate for the façade. The attached water fountain has been repurposed into an attractive street planting.

6.5.2.5 Public Hall, Regent Street



Figure 60 Public Hall © Robert Wade 2012
(<https://www.flickr.com/photos/rossendalewadey/7195381822/>)

Built by a private company in 1868, purchased by the council in 1898. It does not appear to presently be in use, and it has undergone some inappropriate alterations, such as window replacements. However, detail of the principal façade on Regent Street is interesting and stands out as an important building in juxtaposition to the surrounding area.

6.5.2.6 The Post Office, Deardengate



Figure 61 Post Office



Figure 62 Post Office building (n.d.)
<http://haslingdens.blogspot.co.uk/2009/01/deardengate-shops-of-50s60s70s-etc.html>

The Post Office was originally situated in the right hand side of the building (photo above), with a tobacconists occupying a large curved glazed shopfront, which is now lost.

6.5.2.7 Dearden House, 16 Deardengate



Figure 63 Dearden House



Figure 64 Dearden House, (n.d)
<http://haslingdens.blogspot.co.uk/2009/01/deardengate-shops-of-50s60s70s-etc.html>

Dearden House is a focal building at the top of Deardengate, facing onto Market Place. It is stylistically noticeable different from the more restrained properties around it. Upon first viewing, it appears that the building has only had minimal external alterations.

6.5.2.8 The Registry Office, Union Street



Figure 65 The Registry Office

This building on the corner of Union Street and John Street was built in the 1890s by the Haslingden Blue Ribbon club, and used as a gym. In 1901 it was opened at the Haslingden Picturedrome, and by 1912 it was the Haslingden Weavers' Institute. It operated as the registry office during the 20th century. Most recently, it operated as the Bait-ul-Mukarram Mosque and Islamic Centre, however the property was considered too small to meet the needs of the community. Presently, the building appears to be unoccupied.

6.6.1 Pubs/Commercial Buildings

6.6.1.1 The Bay Horse

The Bay Horse is the second of its name; the first was located on York Avenue. The current Bay Horse received a transferred licence from the York Avenue premises around 1858/9

6.6.1.2 The Roebuck (Charles Lane/Deardengate)



Figure 66 The Roebuck.

The Roebuck survived 20th century clearance schemes, when many other inns were taken down. With the New Inn on Bury Road, it is one of the oldest surviving inns in Haslingden. It was built in the 18th century, but has been extensively altered since, including a rebuilding scheme in 1896.

The curvature of The Roebuck on the corner of Charles Lane and Deardengate highlights the sweeping topography of Haslingden. It is a low building, and less richly detailed than buildings closer to the town centre, but the retained details are fine and interesting. It has some inappropriate window replacements, drainage facilities and a poorly located satellite dish. The building currently appears to be under or unused, and would benefit from repurposing in order to contribute to the sustainability of the building in the future.

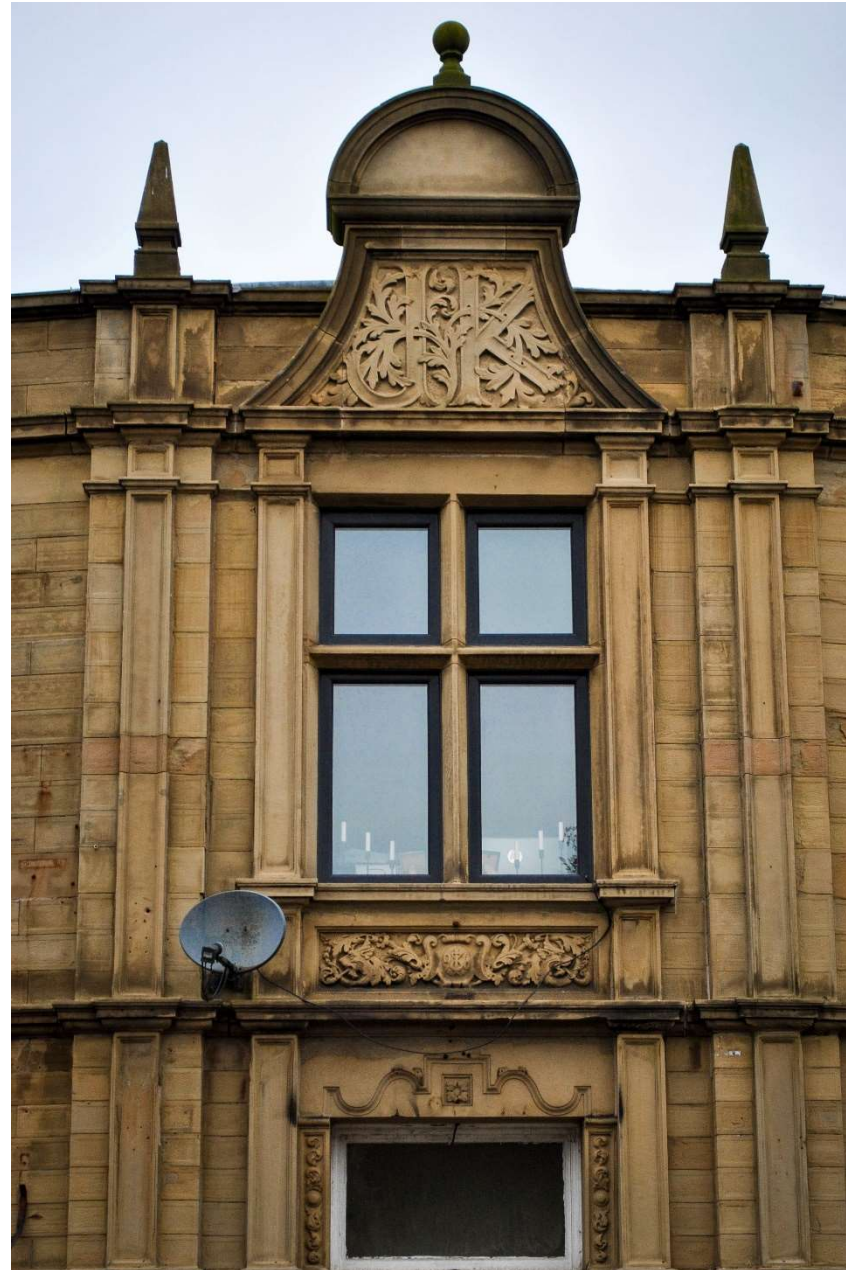


Figure 67 The Roebuck, detail.

6.6.1.3 The New Inn/Veterans in Communities, 12 Bury Road



Figure 68 The New Inn/Veterans in Communities

The New Inn was built in 1790 and survived, along with The Roebuck, the clearance schemes of the 20th century, though it was refaced in the 19th century, which is when the first-floor bays and associated gables were constructed. It was later renamed the Thorn Inn, and also operated as The Mary Hindle Resource Centre until the Veterans in Communities group took over in 2013-14. During the power loom riots of 1826, the building is said to have housed prisoners. The building has a distinctive triple pitched gable on projecting bays, making it a grand addition to the north of Haslingden.



Figure 69 Invoice from 1800s <http://haslingdens.blogspot.co.uk/2011/05/pubs-that-had-been-there-and-some-which.html>

6.6.1.4 1 Manchester Road, Commercial Hotel



Figure 70 Commercial Hotel

Built around 1830, the Commercial Hotel responds to the curving lines of the Haslingden town centre and contributes to the creation of the Deardengate Crossing. The pub is relatively simple in comparison to other prominent buildings, but moulding and dentilling and ground floor level adds visual interest.

6.6.1.5 The Black Bull Hotel



Figure 71 The Black Bull Hotel

Much like the Roebuck, the Black Bull Hotel responds to the curving lines of Haslingden town centre, meaning that it has a unique and interesting shape. It also forms one of the four corners of the central crossroads, around which the whole Conservation Area is focussed. Built around 1830.

6.6.1.6 39-43 Deardengate



Figure 72 39-43 Deardengate

This property's distinctive triple pitched gables make it stand out on a street predominantly made of smaller 2 storey and larger 3 storey commercial premises. At a high level, it adds visual interest to the view up Deardengate. Unfortunately, bulky modern shopfronts at the ground floor level have either removed, damaged or obscured the original frontage of this building. Sensitive shopfront treatment and associated fabric repairs would help to elevate this building.



Figure 73 39-43 Deardengate (1965)
<http://haslingdens.blogspot.co.uk/2009/02/deardengate-shops-in-1950s-to-1970s-etc.html>

Number 39 has been in known use as a green grocer since c1965. Around this time, the middle unit of 41 was a chip shop, and the current Gregg's at 43 was a bread shop

The triple pitched gable feature is repeated further up the street at 17-21 Deardengate, where the commercial properties at ground floor level have better responded to the interest of the buildings above, creating a more coherent whole.

6.6.1.7 17-21 Deardengate



Figure 74 17-21 Deardengate

17-21 Deardengate have the distinctive triple pitched gables that are more prominent in the north of the Haslingden Conservation Area. At ground floor level, the shopfront pilasters are stone ashlar, which have bene retained and well used in the context of modern premises.

6.6.1.8 77 Deardengate



Figure 75 77 Deardengate

In 1851 John Whitaker and his daughter Sarah founded a confectionary shop in 77 Deardengate. Richard Holland was hired to help the business, in 1866, but in 1969 married Sarah and bought into the business. John retired from the business, Richard took over, and the business was renamed to Holland's. Their son Walter expanded the business in the following decades, growing demand in Haslingden and beyond, founding what is now known as Holland's Pies. The present day Holland's Pies is a ubiquitous North West brand, with apparently 92% of North West residents knowing of the company.³⁵

6.6.1.9 32 Deardengate



Figure 76 32 Deardengate, TSB Bank



Figure 77 Trustee Savings Bank c1965
<http://haslingdens.blogspot.co.uk/2015/08/before-central-flats.html>

³⁵ <http://www.hollandspies.co.uk/about-us/our-amazing-brand/>

6.6.1.10 34 Deardengate



Figure 78 34 Deardengate



Figure 79 34 Deardengate

34 Deardengate is not currently in use. It retains many of its interesting decorative features. External investigation suggests that the building has undergone some alterations, but they have not irretrievably damaged the character of the building.

6.6.2 Ecclesiastical Buildings

6.6.2.1 Church of St James, Church Street



Figure 80 Church of St James

One of the few listed buildings within the Haslingden Conservation Area. The church is situated in an elevated position, looking over the rest of the town to the south.

6.6.2.2 Methodist Church, Manchester Road



Figure 81 Manchester Road Methodist Church, © Robert Wade 2015 (<https://www.flickr.com/photos/rossendalewadey/22644618737> <https://www.flickr.com/photos/rossendalewadey/8737376351/>)

The Manchester Methodist Church has a prominent position on the Manchester Road entrance to the town centre. It is situated within a principally residential area, with modern buildings in its near vicinity, therefore it stands out as a landmark building.

6.6.2.3 New Jerusalem Church, John Street



Figure 82 New Jerusalem Church

This Swedenborgian church of 1891, closed in the 90s, and is now used as a gym. It is slightly isolated, situated towards the north-west boundary of the Conservation Area. However, it sits adjacent to the 20th Century clearance Character Area and has a positive influence.

6.6.3 Cave Adullam Particular Baptist Chapel



Figure 83 Cave Adullam Chapel

The chapel is not within the Conservation Area boundary, but it is considered to contribute to the variety and interest of the area, especially in the context of other ecclesiastical buildings in the town. It was built in 1859 and opened in 1860.

6.8 Negative Buildings

There are some buildings in the town centre of Haslingden that detract from the historic character of the place due to their style and appearance. such as the garage on Helmshore Road (Figure 84). There are also some buildings that have not been cared for properly, and subsequently have a negative impact on the surrounding area, and on the importance of the individual building (Figure 85). In some places, buildings have had extensions or alterations that appear at odds with the character of the area.

6.8.1 Helmshore Road Garage



Figure 84 (Disused?) Garage on the corner of Helmshore Road and Warner Street.

The Helmshore Road garage is one of the corner properties visible when approaching the town from the south. Its scale, materials, design, signage are not compatible with the historic buildings in its immediate vicinity. The building is also having a negative impact due to its neglect and closed off street level frontage.

6.8.2 67 Deardengate

67 Deardengate has the potential to be a significantly positive building, though currently it is undermined. At street level, inappropriate bin storage obscures the façade onto the principal street. The signage has been placed over the frieze, which retains the dentil, cornice and moulding, though may be hiding detail behind. It is lit by an inappropriate strip light.

At first floor level, the building appears vacant. The left window underneath the pediment is completely missing, leaving the interior open to the elements.



Figure 85 67 Deardengate



Figure 86 67 Deardengate from Ratcliffe Street

6.8.3 14 Deardengate



Figure 87 14 Deardengate

The former Empire Cinema on Deardengate, looking onto the Market Place, has been extensively altered and refaced, drastically changing its character and having a negative impact on the surrounding buildings. This is generally an area of better quality buildings with appropriate shopfront treatments, therefore it stands out in comparison.



Figure 88 Empire Cinema, c.1960
<http://haslingdens.blogspot.co.uk/2011/05/empire-and-palace-flicks-and-chips-cost.html>

6.8.4 26 Deardengate



Figure 89 26 Deardengate

26 Deardengate stands out in contrast to its historic neighbours. Its architectural style and materials are entirely at odds with the prevailing character of the historic high street. Due to the significance of Deardengate in the history and development of Haslingden, the building is a momentous detractor. This is heightened by the use of public pavement as unorganised retail space.

6.8.5 Petrol Station on Blackburn Road



Figure 90 Petrol Station Forecourt

It is recognised that the petrol station is a functional space. However, the forecourt creates a space leak on Blackburn road, breaking up the

historic street pattern of the area, and detracting from the terrace housing opposite.

6.8.6 Shopfronts

One of the principal issues reducing the quality of spaces in Haslingden is inappropriate shopfronts, particularly where modern shopfronts have replaced Victorian interventions 18th and early 19th century buildings. Inappropriate shopfronts can both harm existing fabric, and draw attention from the historic buildings above and surrounding them. There are many examples throughout the town, with a few used here for reference.



Figure 91 11 Grane Road



Figure 92 58, 60 and 62 Deardengate.



Figure 93 2-4 Manchester Road



Figure 94 Deardengate c1900 with 2-4 Manchester Road in the background

6.9 Shops and Shopfronts

The active shopping centre of Haslingden is focussed along Manchester Road and Deardengate. It has a mix of independent businesses and high street operators, including many national banks.

The quality of the shopfronts in the area is generally poor and inappropriate. Some examples are provided in 0

Shopfronts. There is evidence of some historic shopfrontages remaining behind modern signage, though they are mostly obscured. In the majority of cases, the buildings containing the shopfronts are also in poor condition, or have undergone modern changes such as uPVC windows, which has a negative impact on the overall view of the façade.

Rossendale Borough Council issued the *Shopfront Design Guide* in 2010, which should be used to guide positive change in regard to shopfronts upon the adoption of the conservation area.

Some properties in the town have already undergone changes to improve their external appearance.

The best examples of shopfronts in Haslingden are:

6.9.1 Mannings, 33 Deardengate



Figure 95 Mannings, 33 Deardengate

33 Deardengate retains many of its key features, including timber plinth, moulded panel pilasters and corbels, a large window with narrow mullions, an appropriate fascia size and typography and a retractable canopy.

Unfortunately, the shopfront is obscured by a bin in front of principal window, and highway signage at fascia level.

6.9.2 Thomson Barber Shop, 63 Deardengate,



Figure 96 Thomson Barber Shop, 63 Deardengate

63 Deardengate retains many of the desirable shopfront features, including a recessed door, fanlight, large windows with slim millions and transoms, stone pilaster, timber corbels and an appropriately sized fascia.



Figure 97 Thomson Barber Shop, 63 Deardengate - detail

6.9.3 Cissy Greens Haslingden, 30 Deardengate

The 30 Deardengate shopfront is generally appropriate, retaining a plinth with a rounded cill, a recessed door with a timber surround, a corbelled and moulded cornice. It has a dutch canopy, in matching

colours, though this does not appear to detract and is not an original feature. Photographic evidence suggests that simple straight canvas canopies were historically favoured in Haslingden.

6.9.4 Ruby & Daisy, 15 Deardengate



Figure 98 Ruby & Daisy, 15 Deardengate

Ruby & Daisy, and its associated premises, have made good use of their historic shopfronts to present contemporary designs. Unlike shopfront properties further south, these have stone ashlar pilasters with carved corbels. The fascia sizes, typography and colouring are all appropriate. They have retained the large windows, with details in the window lights and recessed doorways.

6.9.5 PJ Brown Antiques, 6 and 8, Church Street



Figure 99 PJ Brown Antiques, 6 & 8 Church Street

& 8 Church Street is perhaps the most complete example of a historic shopfront in Haslingden. It retains its 17th century proportions, but alterations in the 19th century gave the ground floor its extensively glazed shopfront. It retains its stone plinths, recessed doors, pilasters and corbels, though its fascias are narrow and unused.



Figure 100 Haslingden Tyres, 2-4 Regent Street

A unique and characterful shopfront, retaining many original features, but requiring some fabric repair. This shopfront makes interesting use of its corner position by angling the door and using feature columns to mark the entrance, along with tile work. The cornice is richly dentilled and corbelled, and the paint scheme is appropriate.

6.9.6 Hamers Solicitors, 6 Manchester Road

6 Manchester road has a double fronted shopfront with a recessed central doorway. The door surrounds and plinth are panelled, and the fascia is appropriately sized, although does not currently bear any advertising.

8 Character Areas

8.1 Introduction

The Haslingden Conservation Area is a complex collection of buildings and spaces that has developed over centuries. The Character Areas outlined below aim to separate the whole Conservation Area into 5 distinct parts that are defined by shared elements. 5 Character Areas have been established, with a general description and summary of positive and negative features listed here for reference.



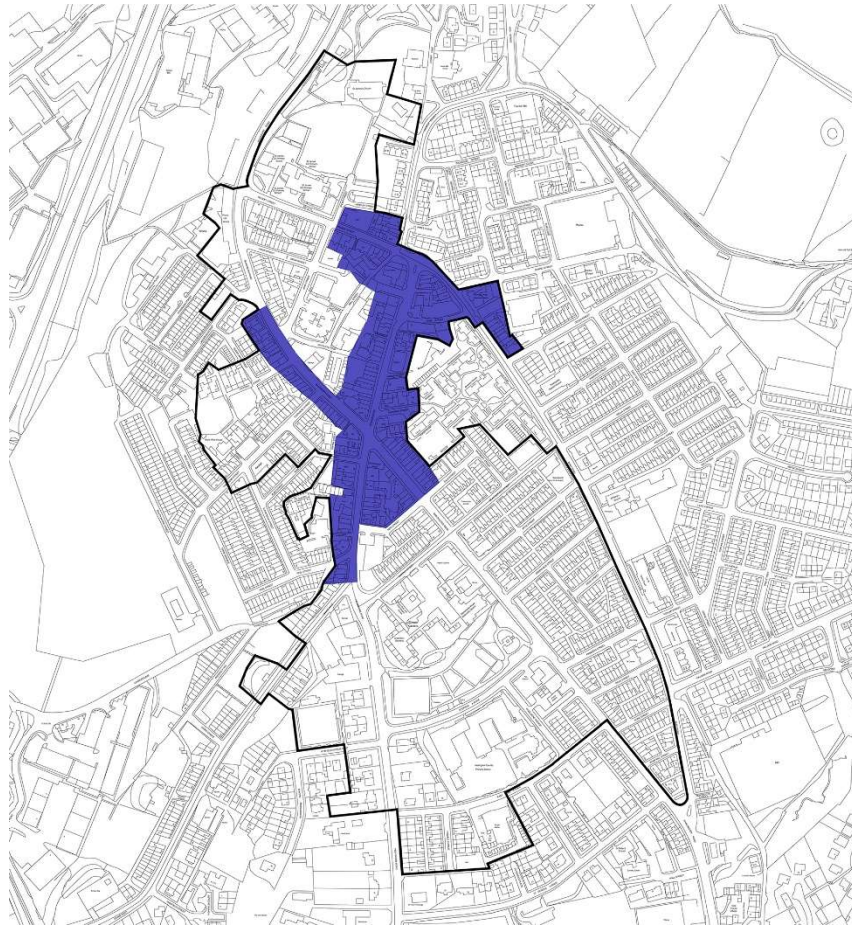
Figure 101 Character Area Map

The 5 Character Areas are:

- Character Area 1: Commercial Centre
- Character Area 2: Terraces (including Byelaw)
- Character Area 3: Church & Yard
- Character Area 4: 20th Century Clearance & Rebuild
- Character Area 5: Public Buildings/Spaces & Individual Housing

8.2 Character Area 1: Commercial Centre

8.2.1 General Description



The commercial centre is focussed along Deardengate, Manchester Road and Blackburn Road, extending to the Market Place north of Deardengate.

8.2.2 Key Positive Features

- The Lindens and adjacent tree.
- The replacement Big Lamp.
- Variety of two and three storey properties from different periods, in different styles.
- Deardengate crossroads.
- Market place (Figure 102).
- Outward views down Manchester Road.
- Glimpse views.
- Local businesses, such as bakeries and butchers.
- A variety of municipal and public buildings with interesting detail.

- The Roebuck, one of the oldest surviving pubs in Haslingden.



Figure 102 Market Place



Figure 103 The original Big Lamp, date unknown.



Figure 104 View from Deardengate looking down Ratcliffe Fold.

8.2.3 Key Negative Features

- Pervasive nature of inappropriate modern additions, most especially uPVC windows and doors, other modern materials, and satellite dishes.
- Neglected buildings in decline.
- Vacant buildings.
- Vacant first floors.
- Heavy traffic.
- Poor quality shopfronts.
- Inappropriate modern buildings.
- Loss of historic surfaces.

8.3 Character Area 2: Terraces (including Byelaw)

8.3.1 General Description



The byelaw terraces make a valuable contribution to the understanding and character of Haslingden. Their densely packed grid system gives the area order, whilst also creating interesting and terminated views due to the street patterns in collaboration with the sloping topography of the town. Some byelaw terrace properties still have associated outhouse structures visible against the boundary walls. These areas are interspersed with ecclesiastical buildings that break up the consistency of the terrace rows. Most terraces are two storeys, but some three storey properties exist, including those on Park Street.

8.3.2 Key Positive Features

- Some properties with boundary walls and bay windows.
- Sloping topography.
- Terminated views.
- Potential evidence of mason marks.

- Consistent aesthetic approach, forming a straight line down Manchester Road into the town centre.
- Additional higher status buildings as the terraces break up.
- The Well Bank and associated semi-detached houses
- Coal Hey.
- Pre-19th century houses on Townsend Street.



Figure 105 Example terminated view through terraces



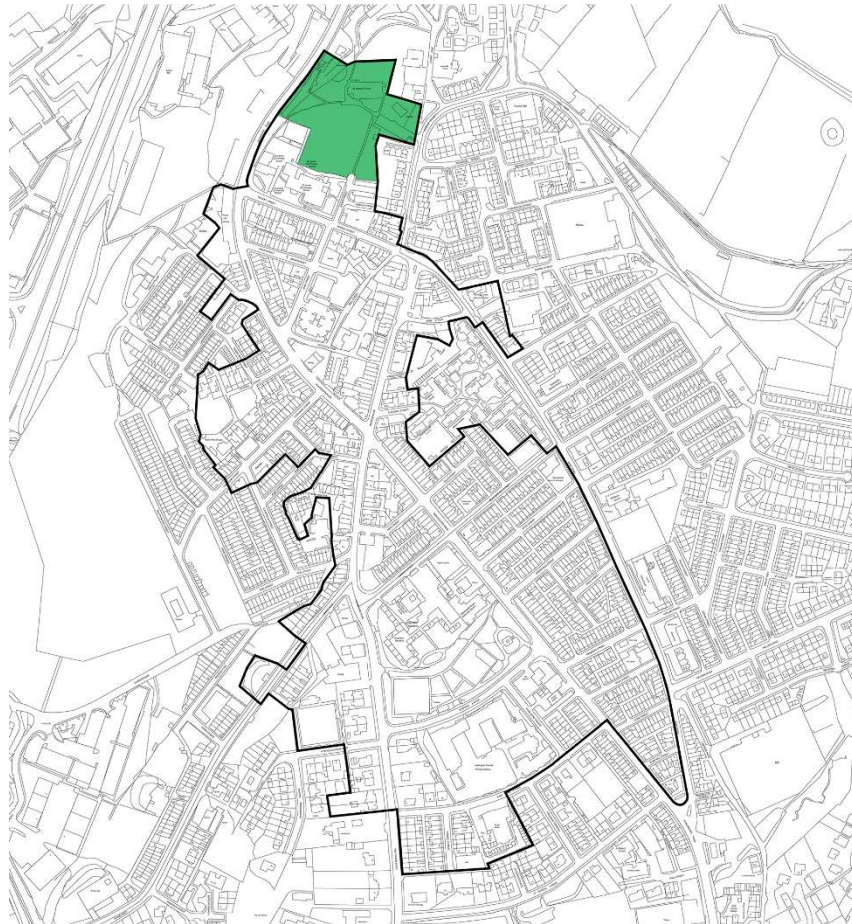
Figure 106 Corner of Manchester Road & Rifle Street

8.3.3 Key Negative Features

- Poor fabric condition.
- Poor quality additions and extensions.
- Loss of historic boundary walls.
- Extensive use of uPVC and other modern materials.
- Traffic and parking.
- Satellite dishes.
- Loss of historic street finishes.

8.4 Character Area 3: Church & Yard

8.4.1 General Description



Although there are a variety of ecclesiastical buildings throughout Haslingden, the Church of St James has the most prominent position and amount of associated land. It is also the only church that is listed, and the significance is enhanced through the designation of monuments within the church yard, also. The area is not available for change and development, but should be carefully managed to preserve its character.

8.4.2 Key Positive Features

- The Church of St James.
- Listed monuments in the church yard.
- Views to and from the church.



Figure 107 View from the Church of St James

8.4.3 Key Negative Features

- View over carpark.
- View of the back of the school.
- Green security fence.

8.5 Character Area 4: 20th Century Clearance & Rebuild

8.5.1 General Description



This is not the only area of 20th century clearance in Haslingden, but it falls in the centre of the Conservation Area, adjacent to the commercial centre.

8.5.2 Key Positive Features

- Haslingden Market's potential as a community space
- Interesting historic features, such as the wall along Bell Street with associated industrial elements.
- Potential for reuse of a gap site.



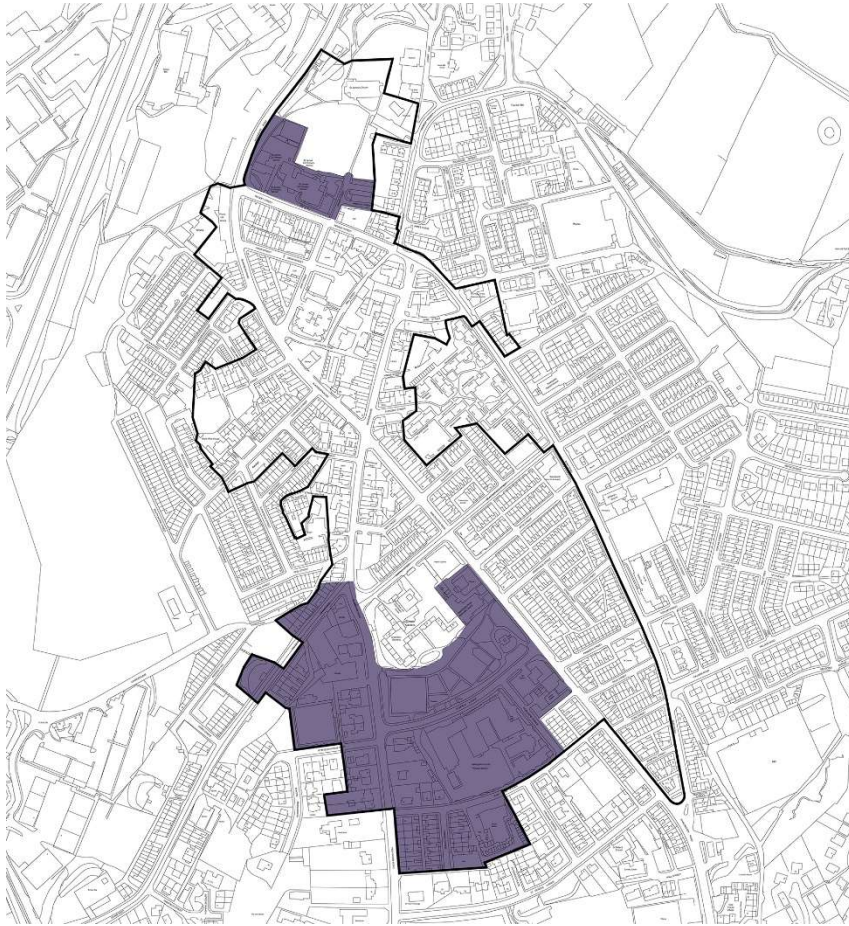
Figure 108 Haslingden Market

8.5.3 Key Negative Features

- Haslingden Market is closed most of the week and thus creates dead space in a central location.
- Neglected gap site, post-demolition.
- Breaking up of space between the modern buildings and additional car parking.
- Concentration of modern buildings without much character in the transitional space between the large houses of Character Area 5 and the more densely populated housing and commercial spaces from Character Areas 1 and 2.
- Haslingden Health Centre

8.6 Character Area 5: Public Buildings/Spaces & Individual Housing

8.6.1 General Description



The south of Haslingden Town Centre is less densely populated. It has a wealth of buildings dating from the beginning of the 20th century. These are of high quality, and add value to the area.

8.6.2 Key Positive Features

- Memorial Garden.
- Public open space, including bowling greens.
- Haslingden Primary School.
- Individual and semi-detached large properties along Helmshore Road.
- Sympathetic modern buildings.
- Group of 6 houses on Grane Road.
- Methodist Chapel.
- Public Baths



Figure 109 Example of higher status terrace on Helmshore Road

8.6.3 Key Negative Features

- Gap site adjacent the petrol garage.
- Use of uPVC windows and doors.
- Use of other unsympathetic modern materials.

9 Summary of Key Features

9.1 Key Positive Features

- Interesting and varied layout and building pattern due to topography, medieval settlement, and subsequent phases of development.
- Wide views looking outwards to surrounding countryside.
- Narrow views internally, creating visual interest and framing.
- The commercial centre around the Deardengate crossroads, which has been the focus of Haslingden for over 150 years.
- Associated interesting building stock that intrinsically inform the character of the area.
- An extensive array of ecclesiastical buildings from a variety of denominations, in a variety of active and contemporary uses.
- 19th century shop conversions of earlier properties.
- Interesting local histories and stories, such as those marked by blue plaques, and the foundation of Holland's Pies.

9.2 Key Negative Features

- Conservation Area Boundary.
The originally proposed Conservation Area Boundary was found to exclude much of Haslingden's special interest. It was not representative of the variety of spaces in the town, and their corresponding areas of history. The revised boundary is intended to better encapsulate Haslingden's unique sense of place.
- Traffic management, car parking and pedestrian priority.
The centre of Haslingden is dominated by cars, despite the area being a key shopping area. A traffic management strategy may help to ease the volume of both cars and lorries using this space. On-street parking also restricts some of the central roads.
- Public realm strategy and funding to implement it.
With a few noted exceptions, most of the public realm areas are poorly managed. Where they remain, historic street surfaces should be retained and protected.

- Care of open spaces.
As Haslingden has a limited amount of green space, areas such as Well Bank need better management to preserve the significance of this group of houses, subsequently enhancing their significance.
- Building condition and associated investment.
Ranging from small workers' terraces to large public buildings, there is a high number of buildings in Haslingden that have been neglected, or poorly cared for, that would benefit from investment. Some buildings are also at risk due to either total or partial vacancy. Funding streams to support these vital works should be explored, such as the Heritage Lottery Fund.
- Shopfronts.
Poor quality and inappropriate shopfronts in historic buildings are one of the key factors contributing to the degradation of Haslingden's character and sense of place. There is some potential for evidence of historic shopfronts behind modern alterations, which should be explored. Shopfront Design Guidance should be developed specifically for Haslingden to control the management of change in the town centre.
- Article 4 direction.
Article 4 directions seek to limit the permitted development rights on designated areas to control changes to the building and environment. The implementation of limited and specific Article 4 direction in Haslingden, covering items such as satellite dishes, advertising signage, and new construction, could help to greatly improve the character of the area moving forward. The Article 4 is not intended to restrict development, but instead to encourage development that is sympathetic to the context of the Conservation Area.

- Statutory list.
The stock of historic buildings in Haslingden should be reviewed to establish whether there are any properties that would benefit from Historic England designation and protection.
- Unlisted buildings.
Haslingden has a good selection of buildings that are of special local interest and suitable candidates for a local list. There is no currently adopted local list available. Rossendale Borough Council are developing a list, which should be made readily available.
- The care of trees.
There are very few trees in Haslingden town centre, though there are more as the street patterns diffuse to the south and west. Some are protected by TPO, and should be treated with special care. Opportunities for further tree planting should be explored whenever possible.
- The control of satellite dishes.
Satellite dishes are prevalent on principal street-facing facades throughout Haslingden. Especially in terraced areas, these significantly alter the character of the area.
- Site specific improvements.
Many sites throughout the Conservation Area require work, however the following have been isolated for priority.
 - Streetscape and shopfronts around Deardengate, Manchester Road and Blackburn Road.
 - Appropriate development of gap sites on Helmshore Road and Bell Street.
 - Public Baths.
 - Haslingden Market.
 - Gap site adjacent to Texaco on Helmshore Road.
 - Site of former Police Station.

10 Conservation Area Management

10.1 Introduction

10.1.1 The Purpose of the Management Proposals Plan

The first part of this document, the *Character Appraisal*, has identified the special positive qualities of the Haslingden Conservation Area, which make the conservation area unique. This section of the document, the *Management Proposals Plan*, builds upon the positive features and addresses the negative features that have been identified. This identifies a series of recommendations for improvement and change, most of which are the responsibility of Rossendale Borough Council or Lancashire County Council. The structure and scope of this document is based on the suggested framework published by Historic England, *Understanding Place: Conservation Area Designation, Appraisal and Management* (2011). Both the Conservation Area Character Appraisal and the Management Proposals Plan should be subject to regular monitoring and reviews, as set out below.

It is recommended that this document be developed into a comprehensive Conservation Area Management Plan, to address specific requirements of the area.

The council conducted public consultation on the establishment of the Haslingden Conservation Area, which was widely available in the Borough. It was included in the Local Plan, which was available for drop in consultation, and online between August and October. There will be a further consultation before implementation of the Conservation Appraisal or following Management Plan.

The involvement and approval of the local community in the formulation and delivery of these documents helps to strengthen their status and will hopefully mean that the various actions identified in the Management Proposals Plan will have greater impact and longevity.

Adoption of this document will be the responsibility of the Rossendale Borough Council committee.

10.2 Conservation Area Boundary Review

The originally proposed Conservation Area Boundary was found to exclude much of Haslingden's special interest. It was not representative of the variety of spaces in the town, and their corresponding areas of history. The revised boundary is intended to better encapsulate Haslingden's unique sense of place.

10.3 Recommended Actions

The following recommendations are based on the key negative features identified as part of the Character Appraisal. Some of them may have to remain aspirational for the time being, but it is considered good practice to identify possible actions that could be implemented in the future, if funding is available. Other recommendations rely upon the Borough Council providing sufficient staff resources to ensure that the proposed actions are carried forward. All of the recommendations rely upon a successful partnership between the Borough Council and the local community.

10.3.1 Traffic Management, Car Parking & Pedestrian Priority

Despite being a compact area, there are high volumes of traffic through Haslingden's main streets, causing difficulties for drivers and pedestrians alike.

Areas of particular concern are:

- Deardengate – high volumes of traffic, including large vans and lorries. On-street parking restricting access in some places.
- Deardengate crossroads – high volumes of traffic, including large vans and lorries. Difficult for pedestrians to cross.
- Manchester Road – high volumes of traffic, including large vans and lorries.
- Blackburn Road – high volumes of traffic, including large vans and lorries.

RECOMMENDED ACTION 1

If opportunity and resources permit, the Borough Council should work with the County Council to improve pedestrian and cycle safety in the town centre. There should be a comprehensive review of traffic flow, pedestrian crossings, pedestrianised areas, and facilities for cyclists.

10.3.2 Public Realm Strategy

The quality of public realm in Haslingden is generally poor. There are some examples of historic street surfaces, which should be retained and protected. Haslingden would benefit from a coherent scheme of improvements based on a strategy of key specific area improvements, and a programme for their management. There is also potential to engage the local community.

RECOMMENDED ACTION 2

The Borough Council should work with the County Council to bring forward improvements to the public realm in Haslingden, including the provision of a Public Realm Strategy and associated design guidance.

10.3.3 Building Condition & Associated Investment

There are a number of high quality historic buildings in the conservation area that are at risk due to vacancy, neglect, and previous modern interventions. Some of these have been identified in 6.5 Positive Buildings.

RECOMMENDED ACTION 3

Prioritise the repair and reuse of any vacant building or floor space. This will reduce the risk of vandalism and arson. The Borough Council should seek to negotiate with building owners, implementing statutory powers if resolution cannot be reached.

The Borough Council should also seek sources of funding to support the care of these buildings on different scales. The priority funding source would be the Heritage Lottery Fund, to apply to their Townscape Heritage funding stream before the organisation's funding review. The deadline for applications is December 2017.

Other funding bodies that could be consulted include the Haslingden Task Force and Architectural Heritage Fund.

10.3.4 Shopfronts

The overall quality of shopfronts in Haslingden is poor. There is evidence of retained historic shopfronts, and these should be preserved and enhanced. There are also modern shopfronts that have a harmful impact on the sense of place and detract from the quality of the building they are situated in.

In 2017, some shopfronts have undergone works due to grant funding.

RECOMMENDED ACTION 4

If resources and opportunity arise, the Borough Council should seek to develop a Haslingden-specific Shopfront Design Guide, based on fabric investigations and historical research. This will help to manage alterations and new shopfronts moving forward.

The Borough Council should seek to negotiate with business owners, perhaps as part of a funding programme, to make changes to shopfronts harming the character of the area.

10.3.5 Article 4 Direction

There is a great deal of high quality, mainly 19th century housing within the conservation area. An Article 4 direction may help to limit further inappropriate development, such as the ubiquitous use of uPVC windows and doors and other modern materials.

RECOMMENDED ACTION 5

The Borough Council should consider implementing Article 4 directions on those areas most at risk of further inappropriate changes and development. They should communicate the purpose and impact of the Article 4 direction to all owners potentially affected. Details of any forthcoming Article 4 direction should be covered in more depth in a future Conservation Area Management Plan.

10.3.6 Statutory List

Historic England may be prepared to consider a small number of new listings if sufficient information is provided about the proposed listed building. This could be provided by local amenity groups. Given the shortage of resources, this could focus initially on the Conservation Area but could move into areas beyond the designated boundaries in due course. At the very least, some of these could also be considered for the creation of a new Local List for Haslingden.

RECOMMENDED ACTION 6

Working with local amenity groups, the Borough Council should consider requesting that additional buildings are added to the statutory list for Haslingden.

10.3.7 Unlisted Buildings

Haslingden should be assessed for buildings that should be considered for local, or even statutory listing. Initial analysis has highlighted the following buildings as potential candidates for local listing:

- Public baths.
- 10-20 Grane Road
- Well Bank houses, off Victoria Square
- Haslingden Primary School
- The British Legion, 75 Deardengate
- 55 Deardengate
- Haslingden Library, Deardengate
- Dearden House, 16 Deardengate
- The Registry Office, Union Street
- The Bay Horse
- The Roebuck
- The New Inn/Veterans in Communities
- The Black Bull Hotel
- 39-43 Deardengate
- 17-21 Deardengate
- 77 Deardengate
- 32 Deardengate
- 34 Deardengate
- Methodist Church, Manchester Road
- New Jerusalem Church, John Street

RECOMMENDED ACTION 7

The Borough Council should seek to complete the evolving local list, and make it publicly accessible. It is recommended to work with local community groups to develop the understanding of Haslingden's heritage assets, and keep a comprehensive list.

10.3.8 The Care of Trees

Within all conservation areas, anyone intending to carry out works to a tree greater than 75mm diameter at 1.5 metres above the ground must give the Borough Council six weeks written notice before starting work. 'Work' is defined as lopping, topping, or felling, and includes heavy pruning of branches. This provides the Council with an opportunity of assessing the tree to see if it makes a positive contribution to the

character or appearance of the conservation area, in which case a Tree Preservation Order may be served. This protects the tree from felling or inappropriate lopping. Fruit trees are no longer exempt, although slightly different constraints occur where the tree forms part of a commercially managed forest of orchard.

The most significant trees within the Haslingden Conservation Area are marked on the Townscape Appraisal Map.

RECOMMENDED ACTION 8

The Borough Council should continue to monitor the management of trees within the conservation area, and consider serving Tree Preservation Orders where a particular tree is under threat.

Where possible, new street trees should be included in any enhancement proposals.

Private owners should be encouraged to care for their trees and to plant new trees, of the correct species, where appropriate.

10.3.9 The Control of Satellite Dishes

Satellite dishes currently present on buildings within the Haslingden Conservation Area were erected before it was designated as such. However, efforts should be made to avoid further installation of satellite dishes in prominent places in the future, and to facilitate the removal of redundant units, where possible.

RECOMMENDED ACTION 9

No further satellite dishes should be allowed on front roof slopes or elevations within the Conservation Area.

10.3.10 Site Specific Improvements

Several sites or buildings within the Conservation Area need enhancement or redevelopment.

Some key buildings identified for investment include:

- The British Legion, 75 Deardengate
- Haslingden Library, Deardengate
- The Post Office, Deardengate
- 67 Deardengate
- Public Hall, Regent Street
- The Registry Office, Union Street

RECOMMENDED ACTION 10

The Borough Council should work with property owners, the County Council, and the local community to try and ensure that at risk buildings are improved and redeveloped where appropriate. The enhancement of key buildings within the Conservation Area has the potential to increase the aesthetic value of the place, enhancing public enjoyment of the town centre.

10.4 Monitoring and Review

Local authorities are required by law to periodically review their conservation areas, and the preparation of Character Appraisals and Management Proposals is part of this obligation. Indeed, in the past, keeping Character Appraisals and Management Proposals Plans up to date has been a Key Performance Indicator in the Best Value assessment of local authorities. As a result, a five year review cycle is now considered best practice.

Over the next five years, the Borough Council should therefore be expected to regularly review the content of this document, to carefully monitor change within the Haslingden Conservation Area, and to involve the community in any proposals for enhancement (subject to the funding being available).

The Borough Council should therefore:

- Carry out periodic reviews of the effectiveness with which the service addresses pressures for change;
- Update the baseline photographic survey of the Haslingden Conservation Area on a three yearly basis;
- Review the Haslingden Conservation Area Character Appraisal on a five yearly basis;
- Review and update the Haslingden Conservation Area Management Proposals Plan on an annual basis.

11 Contact Details

For all enquiries relating to conservation areas and historic buildings, please contact:

The Conservation Officer,
 Rossendale Borough Council,
 Development Control,
 One Stop Shop,
 The Business Centre,
 Futures Park,
 Bacup,
 OL13 0BB

Tel: 01706 238630

www.rossendale.gov.uk

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13 Appendices

13.1 Maps

Lancashire LXXI (includes: Haslingden; Oswaldtwistle.) Surveyed: 1844 to 1845 Published: 1849

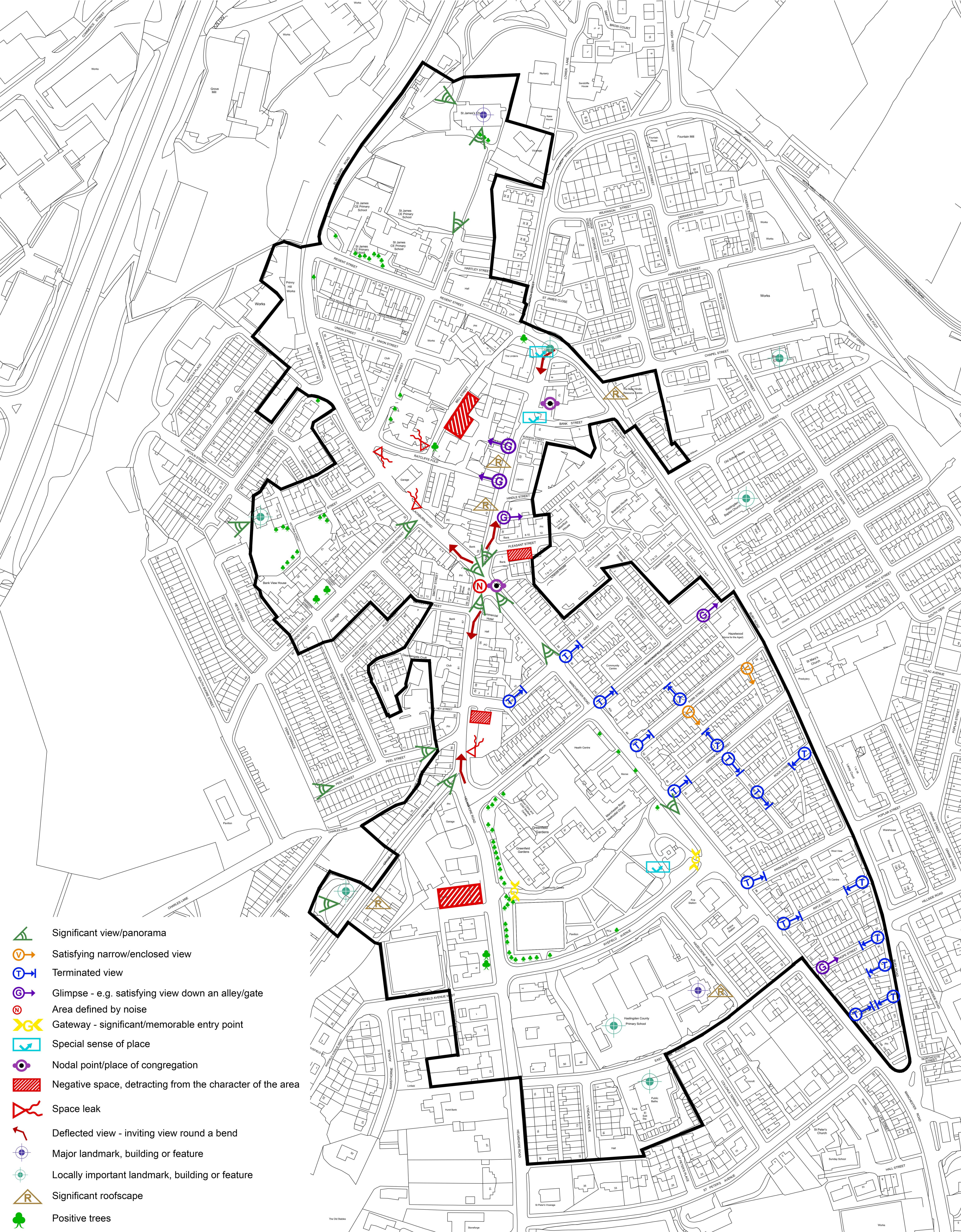
Lancashire LXXI.SE (includes: Haslingden.) Surveyed: 1891 to 1892 Published: 1894

Lancashire LXXI.12 (includes: Haslingden; Rawtenstall) Revised: 1909 Published: 1911

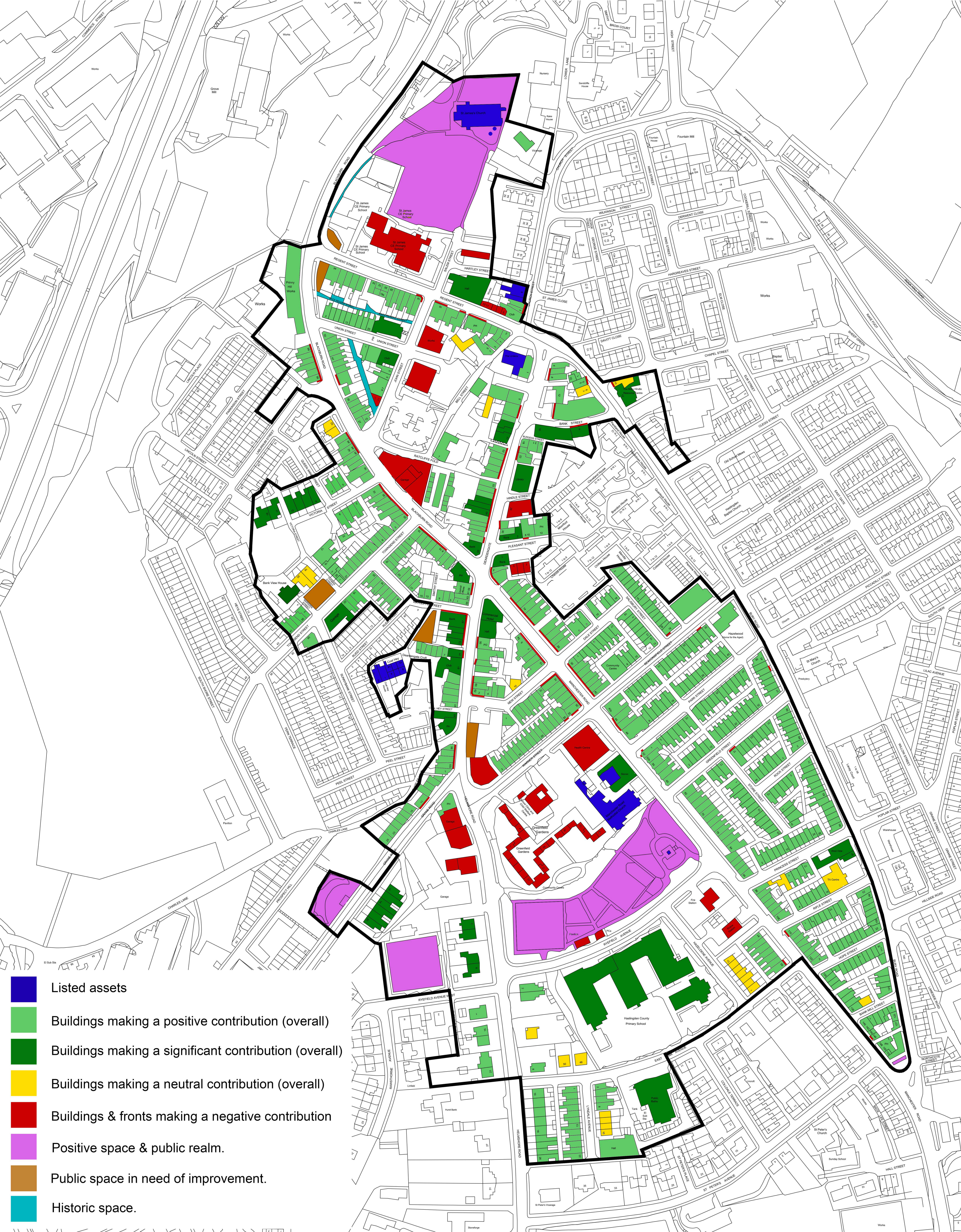
Lancashire LXXI.12 (includes: Haslingden; Rawtenstall) Revised: 1928 Published: 1930

Lancashire LXXI.SE (includes: Haslingden.) Revised: 1928 Published: 1931

Lancashire LXXI.SE (includes: Haslingden.) Revised: 1938 Published: 1947



-  Significant view/panorama
-  Satisfying narrow/enclosed view
-  Terminated view
-  Glimpse - e.g. satisfying view down an alley/gate
-  Area defined by noise
-  Gateway - significant/memorable entry point
-  Special sense of place
-  Nodal point/place of congregation
-  Negative space, detracting from the character of the area
-  Space leak
-  Deflected view - inviting view round a bend
-  Major landmark, building or feature
-  Locally important landmark, building or feature
-  Significant roovescape
- Positive trees



- Listed assets
- Buildings making a positive contribution (overall)
- Buildings making a significant contribution (overall)
- Buildings making a neutral contribution (overall)
- Buildings & fronts making a negative contribution
- Positive space & public realm.
- Public space in need of improvement.
- Historic space.

EMERGING HASLINGDEN

TOWN CENTRE 2040 VISION



Haslingden

Small town big heart

INTRODUCTION

Rich in cultural with a diverse heritage, friendly communities and set within a rural location, Haslingden is a town centre which has strong opportunities to build an ambitious future.

Town centres are shifting in the current economic climate and generational changes in shopping habits are influencing the retail landscapes of towns. As such, it is necessary to expand what the town centre offers into growing sectors, such as leisure, culture and residential.

Our local community of residents, businesses and pro-active community groups along with Rossendale Council and its partners recognise that doing nothing is not an option. They have collaborated to understand the current challenges that people face when visiting, living or working in the town centre. Together we recognise the potential to make better use of the town's invaluable attributes to achieve the Haslingden Town Centre 2040 Vision.

Community and Business led:

Capturing your feedback on current challenges along with your ideas to improve the town centre and evolving these, is key to reaching a representative vision. Preparation has included face to face surveys, a range of online questionnaires and attendance at various community events as well as the Haslingden 2040 Vision Workshop.

We now wish to share with you the Haslingden Town Centre 2040 Vision which is based on your ideas and engagement.



ABOUT HASLINGDEN

Haslingden is an industrial town in the East of Lancashire which is known for having the charter for the oldest street market. It lies on the edge of the Pennine Hills on a plateau between the Valleys of the Rivers Swinnel, Ogden and Irwell. Haslingden's curving and sloping topography lends itself to the striking scenery in which it is set. Its medieval development and industrial background are evident amongst the streetscape and architecture, the backbone to the town's special character.

Experiencing history in many forms in Haslingden is one of its unique characteristics. It is home to the very famous Cissy Greens, where you can literally taste 200-year-old history in the form of a pie and is notably becoming well-known as the birth place of the internationally famous William Cockerill, a key figure in transforming the manufacturing industry and an influential character in the industrial revolution.

It's now a popular destination for commuters to Manchester and Preston, as well as those that want to explore the countryside whilst also enjoying the benefits of town centre living. The desirable location, connected and friendly community, historic story and cultural distinction along with its reputation for excellent educational provision provides a unique canvas for Haslingden to create an exciting town centre everyone can benefit from.

Our vision sets out our ambition to increase the range of businesses, attractions and experiences in Haslingden Town Centre by putting together a series of actions to promote growth in the town.



VISION STATEMENT

“In 2040 Haslingden Town Centre will unlock its potential to be known as a “hidden gem” for nature and countryside explorers. The town centre will be a hub for community activity and heritage renaissance which captures the fusion of cultural and historic experiences it has to offer. With a refreshing stream of investment, Haslingden will be a town centre for everyone.”



THEMES

Underpinning the achievement of the Haslingden Town Centre 2040 vision are these four principles:

INVESTMENT

Haslingden will be a flourishing environment for burgeoning creative, leisure and artisanal industries. It will be known for its start-up support, diverse business base and volume of customers, which will raise its profile as a prosperous town with a resilient economy.

EVOLUTION

Haslingden will evolve into an attractive and distinctive town centre which embraces its unique charm, creating a sense of place that is accessible to everyone. There will be places for people to meet and gather, alternative movement routes will be encouraged and developments in the town will be balanced with its special character.

REVITALISATION

Haslingden will be a town rich in vibrancy that connects people to nature, art, music, the countryside, culture and its heritage. It will be an interesting and colourful hub of social interaction, celebrating the town which offers something for everyone.

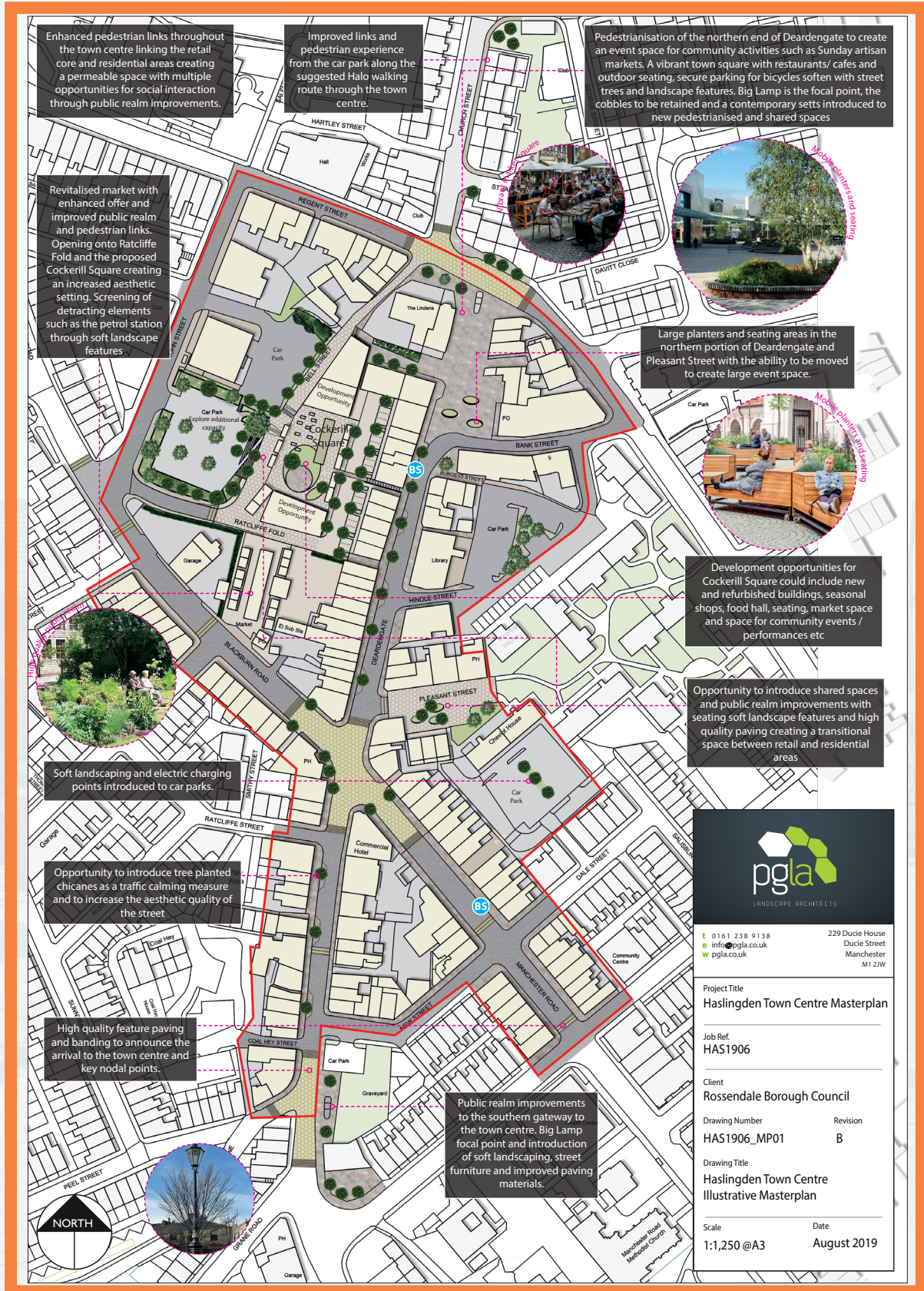
PEOPLE

Haslingden will represent the fusion of its diverse communities. People will feel safe and enjoy greater health and well-being. Employment opportunities will be in abundance. Education, health, youth and voluntary provision will be promoted and readily accessible on the High St.

These themes ensure that Haslingden's prosperity is supported by residents, visitors and businesses who have freely given up their time and insight to participate in the vision process.



HASLINGDEN MASTERPLAN MAP



EMERGING HASLINGDEN TOWN CENTRE 2040 VISION



EVOLUTION

Haslingden will evolve into an attractive and distinctive town centre which embraces its unique charm, creating a sense of place that is accessible to everyone. There will be places for people to meet and gather. Alternative movement routes will be encouraged and developments in the town will be balanced with its special character.

Challenges:

- Areas of the town are in need of investment
- It has a steep incline with few seating areas
- Areas in the town prone to Anti-Social Behaviour & litter
- Accessibility issues for pedestrians, cyclists & less abled users
- Some shops are unattractive, mismatched materials give a disjointed feel meaning the town's heritage is overlooked
- There is a shortage of quality family 3 bed housing
- Traffic passes through the centre but does not stop
- No dedicated multiuse events space
- Bus stops are not in the core retail area
- People overstaying parking restrictions

In 2040 Haslingden could evolve into:

- A complete town centre, with seating, gardens and green spaces
- A family friendly place with a suitable housing offer for everyone
- A thriving town centre, with a functional events space
- An attractive place, connected by pleasing street design and developments that complement its heritage
- A community championed place which is welcoming to everybody
- A place where access for all is a priority



EVOLUTION *CONTINUED*

Actions:

- To support development opportunities for wasteland and derelict buildings on Bell St
- To connect the market area to Deardengate with nature & art alleyways that are well lit and pleasing to the eye
- To identify opportunities for buildings to be repurposed to create greater living and leisure opportunities
- To explore pedestrianisation of Upper Deardengate, improving pedestrian safety and creating a functional events area, improving social interaction
- To consider applying Article 4 directions in the town which will reduce inappropriate alterations, protecting Haslingden's assets
- To create a Shop Front Design guide specific to Haslingden and emphasising original features
- To re-emphasise the parking restrictions within the town centre
- To introduce a grant scheme for building owners and shopkeepers to improve the appearance of shops
- To understand how vehicle movement can encourage people onto the core shopping area
- To work with local organisations to encourage events and leisure opportunities
- To develop relationships with housing associations to create sustainable residential opportunities
- To explore additional bus services on the main shopping core

Haslingden

Small town big heart

INVESTMENT

Haslingden will be a flourishing environment for burgeoning creative, leisure and artisanal industries. It will be known for its start-up support, diverse business base and volume of customers. It will be prosperous town with a resilient economy.

Challenges:

- Lack of varied businesses & high commercial vacancy rates
- Few opportunities for business expansion
- Too many unattractive takeaways that are shut in the day
- Low footfall rates in the town centre and market area
- Few opportunities for secondary expenditure
- Limited evening economy
- The core retail area is too spread out
- Lack of promotion of heritage and countryside assets
- Low visitor economy and lack of overnight accommodation
- Nowhere for start-up businesses

How Haslingden could look for businesses:

- Booming, with a variety of unique shops that attract a high customer base
- Widely known for its local produce, creative, leisure and artisanal industries which offer something all the time
- Recognised for its businesses that are in the “outdoors” industry
- An easy place to do business with modern technology encouraged throughout
- Flourishing market, attracting an abundance of visitors
- A platform for start-up businesses to establish and grow



INVESTMENT *CONTINUED*

Actions:

- To concentrate the core shopping area onto Upper Deardengate
- To improve the market by working with partners to develop it as a key destination within the town
- To support and revitalise the business forum with several professional workshops
- To develop a series of support measures to attract new businesses
- To promote the links to the countryside to attract hiker and biker friendly businesses with trails that start and finish in the town centre
- To improve the image of shops by providing shutter, shop front and signage replacement grant schemes
- To create opportunities that attract café and tearoom culture promoting secondary expenditure
- To incorporate digital technology within the town centre
- To consider a local purchase project that can be used as a pop-up shop for start-up businesses
- To proactively target creative, leisure and artisanal industries and encourage them with investment incentives
- To proactively target a brand store as an anchor tenant to Haslingden
- To develop relationships with local landlords, sharing the vision for a variety of shops
- To repurpose properties that could be ideal for B&B's and Hotels, supporting the outdoor industry
- To explore planning policies that reduce the volume of takeaways and bring about positive developments in the centre



REVITALISATION

Haslingden will be a town rich in vibrancy that connects people to nature, art, music, the countryside, culture and its heritage. It will be an interesting and colourful hub of social interaction celebrating its offer, with something for everyone.

Challenges:

- High volume of unappealing shutters on closed shops
- Lack of quality green space
- Shop fronts that lack character & are unsympathetic
- Excessive street clutter
- Lack of unique identity with a loss of pride
- Unwelcoming feel with little atmosphere in the centre
- Little connection to countryside & heritage
- Very few town centre events
- Lack of focal point on the High St with limited art & nature presence
- Town centre lighting that is inefficient

In 2040, Haslingden could be revitalised with:

- High occupancy within attractive and desirable shops
- Something for everyone with diverse experiences around every corner
- Reputable annual events that are self-sustaining
- Known for its welcoming and bustling ambience, where street performers, arts, culture and music are plentiful
- Architectural lighting, that rejuvenates and emphasises heritage buildings
- Greenspaces that encourage nature and provide educational experiences connecting people to the natural landscape
- A unique identity that attracts visitors & businesses



Haslingden

Small town big heart

REVITALISATION *CONTINUED*

Actions:

- To work with community groups to deliver a series of town centre events that become regular features within the centre
- To develop relationships with local artists to encourage the creation of features within the town centre
- To explore opportunities for digital animation that provide educational experiences
- To encourage on-street entertainment and proactively seek entertainment opportunities
- To create a safe environment at key events with a gated feature on Deardengate
- To establish welcome signage at significant points that brighten the town
- To implement an architectural lighting scheme which creates features out of heritage assets and provides a safety function
- To work with community groups and deliver an environmental plan that encourages nature and spaces with accompanying series of trails
- To reduce street clutter and provide better directional and wayfinding signage throughout the centre
- To better connect people to nearby attractions, such as the halo, textile museum, adrenaline centre etc.
- To consider ways to improve accessibility to the Big Lamp focal point and create a town centre branding
- To take ownership of the two alleyways on Deardengate using art & nature



PEOPLE

Haslingden will be a fusion of communities. People will feel safe and have greater health and well-being. Employment opportunities will be in abundance. Education, health, youth and voluntary provision will be promoted and readily accessible on the High St.

Challenges:

- Levels of child poverty and obesity are high
- Unsafe feel with excessive fly tipping
- Few accessible job opportunities
- Nowhere for interaction with high levels of elderly isolation
- Limited town centre leisure, youth and activities
- Indices of deprivation rate is top 10% most deprived communities
- Lack of community ownership & social cohesion
- Bus timetable doesn't support shift times
- Community groups that require funding support

In 2040, people in Haslingden will:

- be known as a place where people feel secure with greater health and well-being facilitated by health provision which is readily accessible
- have an abundance of opportunities suiting all ages with excellent provision for youth and the elderly community
- thriving and collaborative working, connecting community groups that take stewardship of the town centre
- have a town centre leisure presence that will be enticing and freely accessible
- bond over heritage, nature, food, arts, music and events

Haslingden

Small town big heart

PEOPLE *CONTINUED*

Actions:

- To work with partners to ensure the library is sustainable, with increased skills and educational opportunities
- To create a well-lit, attractive town centre with developed CCTV strategy
- To provide community groups with access to a micro-grants programme
- To identify a building that can be used as a facility for the youth to use which is open during the evening times
- To work with partners to reduce fly tipping & carry out community stewardship projects
- To grow close-by developments that expand employment opportunities for local people
- To work with community groups to co-ordinate planned projects within the centre that achieve greater value
- To work with partners to create voluntary opportunities and pathways to employment
- To improve transport links and bus routes, with extended operating times
- To work with local partners to reduce the misconception relating to ASB
- To develop relationships with local schools connecting them to town centre businesses, promoting job opportunities and their offer
- To implement schemes that target child poverty and childhood obesity and apply licencing and planning policies to support them where possible
- To use heritage, architecture, nature, food and arts to provide learning experiences throughout the town centre
- To create a series of opportunities where people can bond over food, art, music, nature and heritage
- To emphasise historic links and pay proud homage to Haslingden born inventor William Cockerill, through a dedicated statue, town centre twinning and activities relating to his life.



EMERGING HASLINGDEN

TOWN CENTRE 2040 VISION

For more information, please contact:

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The Haslingden Town Centre 2040 Vision has been put together by Rossendale Council's Economic Development department in partnership with the local community and various town centre stakeholders. Thank you to those that have contributed.

Rossendale
BOROUGH COUNCIL

 **INVEST IN
Rossendale**



Haslingden
Small town big heart

Haslingden Market Consultation – Results

Question 1. Did you know Haslingden has a market?

Yes – 413 (95.4%)

No – 20 (4.6%)

Question 2. How frequently do you visit Haslingden Market?

At least once a week – 10 (2.3%)

At least once a month – 29 (6.7%)

At least once every 6 months – 50 (11.5%)

At least once a year – 39 (9.0%)

Less than once a year – 106 (24.5%)

Never – 195 (45.0%)

Question 3. The current market times are Tuesday and Friday from 9am-3pm. What days and times would you like the market to be open? (Daytime = 9am-5pm. Evening = 5pm-10pm)

Monday Daytime – 57

Monday Evening – 15

Tuesday Daytime – 115

Tuesday Evening – 25

Wednesday Daytime – 100

Wednesday Evening – 33

Thursday Daytime – 88

Thursday Evening – 65

Friday Daytime – 225

Friday Evening – 215

Saturday Daytime – 357

Saturday Evening – 187

Sunday Daytime – 195

Sunday Evening - 94

Question 4. Do you visit any other markets? If yes, which?

Rawtenstall – 245

Bury – 148

Accrington – 37

Helmshore – 22

Blackburn – 18

Altrincham - 9

Todmorden – 8

Skipton – 6

Bacup - 6

Clitheroe – 6

Hebden Bridge – 6

Bolton – 4

Ramsbottom – 4

Manchester – 4

Burnley - 4

Radcliffe – 3

Whalley – 2

Fleetwood – 2

Oldham – 2	Smithfield – 2	Levenshulme – 2
Preston – 2	Darwen – 1	Birkenhead – 1
Newport – 1	Stockport – 1	Grassington – 1
Chorley – 1	Lancaster – 1	Heywood – 1
Halifax – 1	Southport – 1	Tommyfield - 1
Ormskirk – 1	Sale – 1	Chorlton – 1

Question 5. What attracts you to these markets? (Frequently mentioned words)

Food and drink – 184	Choice (and similar words) – 176
Atmosphere / vibrant place – 43	Entertainment / events / social / community - 39
Artisan / unique / independent / crafts – 31	Value for money (and similar words) – 30
Fruit & veg – 27	Location (close to home / other nearby shops) - 26
Fresh – 24	Covered / indoor market - 23
Local produce / supporting locals – 21	Fish – 20
Butcher / meat – 19	Opening days / hours – 12
Friendly traders – 11	Modern design – 10
Clean / safe space – 9	Car parking – 9
Seating – 8	Things for children - 6
Cheese – 6	Toilets – 3

Question 6. Did you attend Haslingden Market when the Maker's Market was held?

Yes – 152 (35.1%)

No – 281 (64.9%)

Question 7. If yes, how satisfied were you overall with the Maker's Market?

Very Satisfied – 16 (10.5%)

Satisfied – 65 (42.8%)

Neutral – 50 (32.9%)

Dissatisfied – 15 (9.8%)

Very Dissatisfied – 4 (2.6%)

Question 8. How could the Maker's Market be improved? (Frequently mentioned words)

Better variety of stalls – 71

Advertisement – 33

Food – 13

Higher quality products – 12

More affordable products / lower prices – 9

Consistency / more regular - 8

Seating – 7

Change opening days / hours – 6

Community – 6

Entertainment - 5

Shelter from weather – 5

Improved atmosphere – 4

Local sellers – 3

Toilets - 2

Card payment – 1

Question 9. Would you welcome the return of the Maker's Market?

Yes – 247 (57.0%)

No – 18 (4.1%)

Unsure – 163 (37.6%)

Question 10. Did you attend Haslingden Market when the Grub – Food Bazaar was held?

Yes – 157 (36.3%)

No – 277 (63.7%)

Question 11. If yes, how satisfied were you overall with the Grub – Food Bazaar

Very satisfied – 43 (27.4%)

Satisfied – 76 (17.6%)

Neutral – 27 (17.2%)

Dissatisfied – 8 (5.1%)

Very dissatisfied – 1 (0.6%)

Question 12. How could the Grub – Food Bazaar have been improved?

Variety – 40

Advertising – 36

Seating – 18

Consistent / more regular - 12

Lower prices – 8

Shelter – 7

Change opening days/ hours – 7

Entertainment – 6

Drinks – 5	Higher quality produce – 5
Cater for dietary requirements – 5	Improved atmosphere - 2
Have sufficient stock - 1	

Question 13. Would you welcome the return of Grub – Food Bazaar events?

Yes – 299 (69.1%)
 No – 9 (2.1%)
 Unsure – 83 (19.2%)

Question 14. What other types of event / specialist market at Haslingden Market would you visit?

Food and drink – 127	Farmers market – 56
Christmas – 56	Arts / crafts - 52
Entertainment / live music – 40	Antique / second hand – 34
For children / families – 29	Cultural – 14
Easter – 14	“How to” demonstrations / workshops – 12
Spring / summer – 12	Eid – 9
Flower / plant – 9	Music / records
Artisan – 7	Books - 5
Charity – 4	Chocolate – 4
Car / bike – 4	Halloween – 3
Bank holiday events – 3	Outdoor cinema – 2
Showcase events for themes e.g. weddings, games, cosmetics etc – 1	

Question 15. Do you think Haslingden Market should have a roof covering? E.g. a canopy, awning or fixed structure

Yes – 364 (84.1%)
 No – 69 (15.9%)

Question 16. There are currently two rows of stalls down the middle of the market. Do you think there should be permanent stalls for casual trading in the middle of Haslingden Market?

There should be permanent stalls for casual traders – 195 (45.0%)
 There should be stalls, but they should be removable – 181 (41.8%)

No – remove all stalls – 21 (4.8%)

Other:

Have both fixed and removable stalls – 5 (1.2%)

Question 17. If the stalls in the middle of the market were removed, what would you like to see in their place? (Frequently mentioned words)

Seating and tables – 215

Stage / performance / events space – 41

Pop up stalls – 33

Plants / flowers, etc – 26

Leave open – flexible space – 16

Heaters – 8

Food stalls – 8

Community space – 7

Food / coffee van – 3

Information booth – 2

Question 18. How would you like to see the landscaping of Haslingden market to be improved? (Frequently mentioned words)

Plants / flowers, etc – 105

Seating – 54

Inviting – 40

Lighting – 37

Bins / tidy / clean – 37

Modernised – 26

Bright – 24

Colour - 21

Redo paving / level floor – 15

Signage – 15

Toilets – 9

Improve entrance gates - 8

Paint cabin doors – 7

Low maintenance design - 6

Quirky – 5

Open space – 3

Question 19. To what extent do you agree with the following statement? Haslingden Market should be dog friendly

Strongly agree – 131 (30.3%)

Agree – 124 (28.6%)

Neither agree nor disagree – 110 (25.4%)

Disagree – 36 (8.3%)

Strongly disagree – 30 (6.9%)

Question 20. To what extent do you agree with the following statement? It is important that Haslingden Market is accessible.

Strongly agree – 299 (69.1%)

Agree – 117 (27.0%)

Neither agree nor disagree – 12 (2.8%)

Disagree – 1 (0.2%)

Strongly disagree – 2 (0.5%)

Question 21. To what extent do you agree with the following statement? Haslingden Market should have seating available.

Strongly agree – 248 (57.3%)

Agree – 138 (31.9%)

Neither agree nor disagree – 39 (9.0%)

Disagree – 2 (0.5%)

Strongly disagree – 3 (0.7%)

Question 22. To what extent do you agree with the following statement? It is important that Haslingden Market has flexible space for pop-up events.

Strongly agree – 224 (51.7%)

Agree – 184 (42.5%)

Neither agree nor disagree – 26 (6.0%)

Disagree – 5 (1.2%)

Strongly disagree – 3 (0.7%)

Question 23. To what extent do you agree with the following statement? Haslingden Market should have a community garden space.

Strongly agree – 99 (22.9%)

Agree – 126 (29.1%)

Neither agree nor disagree – 124 (28.6%)

Disagree – 53 (12.2%)

Strongly disagree – 28 (6.5%)

Question 24. To what extent do you agree with the following statement? It is important for Haslingden Market to have public toilet facilities.

Strongly agree – 236 (54.5%)

Agree – 142 (32.8%)

Neither agree nor disagree – 43 (9.9%)

Disagree – 7 (1.6%)

Strongly disagree – 3 (0.7%)

Question 25. To what extent do you agree with the following statement? I would like Haslingden Market to have a café.

Strongly agree – 188 (43.4%)

Agree – 154 (35.6%)

Neither agree nor disagree – 66 (15.2%)

Disagree – 14 (3.2%)

Strongly disagree – 9 (2.1%)

Question 26. What type of stalls would you like to see at Haslingden Market? (Frequently mentioned words)

Street food – 182

Greengrocer – 151

Arts / crafts / handmade – 90

Clothing / shoes – 86

Bakery / cakes – 83

Fishmonger – 67

Butcher – 60

Bar – 53

Café (tea and coffee) – 52

Plants / flowers / gardening - 50

Cheese – 49

Local – 38

Household goods / homeware – 38

Gifts – 37

Deli – 35

Haberdashery – 25

Sweets – 23

Toys - 22

Pet shop – 20

Multicultural – 12

Books – 12

Music / games - 12

Information / community support – 11

Jewellery – 11

Vintage / antiques – 11

Cosmetics - 10

Wine – 5

Repair workshop - 5

Health / wholefoods – 4

Food for dietary requirements – 4

Herbs and spices – 4

Eco refill - 4

Stationery – 3

Nail salon – 2

Cobbler / key cutting - 2

Question 27. If you have any other suggestions or comments about how we can improve Haslingden Market, please respond below.

- Heaters needed if there's seating and shelter.
- Make Haslingden Market a place to meet and socialise.
- CCTV – needs to feel safe
- Council owned car park next to Co-Op needs to be signposted better than it's RBC owned.
- Link with the Big Lamp NLHF project and/or local history/heritage.
- Signage and branding – consistent theme needed.
- The public toilets need to be open.
- Lots of advertisement needed for market and all market events.
- Could the market space be enlarged?
- Quality stalls – no more bric-a-brac.
- Flexible space.
- Pop up shop space for new businesses to trial having a physical premises.
- Cater for all Haslingden ethnicities.
- Have something for the young people to help reduce anti-social behaviour.
- Daytime traders to be open until 5pm – need to capture footfall after school / work when most people are able to visit the market.
- Signage on Deardengate needed for the market.
- Nearby electric charging bays for vehicles.
- Dedicated social media pages to keep people up to date.

DIVERSITY AND MONITORING QUESTIONS

Question 1. Please indicate your age group.

17 or younger – 2 (0.5%)

18-20 – 2 (0.5%)

21-29 – 39 (8.9%)

30-39 – 77 (17.5%)

40-49 – 87 (19.8%)

50-59 – 93 (21.1%)

60 or older – 126 (28.6%)

Prefer not to say – 14 (3.2%)

Question 2. What gender do you identify as?

Male – 121 (28.1%)

Female – 294 (68.2%)

Other – 2 (0.5%)

Prefer not to say – 14 (3.2%)

Question 3. How would you best describe your ethnic origin?

White British – 296 (68.5%)

White English – 80 (18.5%)

White Scottish – 3 (0.7%)

White Welsh – 2 (0.5%)

White Irish – 6 (1.3%)

Gypsy / Traveller – 0 (0%)

Other white European – 2 (0.5%)

Any other white background – 4 (0.9%)

Chinese – 0 (0%)

Other Chinese background – 0 (0%)

Asian or Asian British – 7 (1.6%)

Bangladeshi – 3 (0.7%)

Indian – 0 (0%)

Pakistani – 7 (1.6%)

Any other Asian background – 0 (0%)

Black or Black British – 1 (0.2%)

African – 0 (0%)

Caribbean – 0 (0%)

Any other Black background – 0 (0%)

Mixed or multiple heritage – 3 (0.7%)

White and Asian – 1 (0.2%)

White and Black African – 1 (0.2%)

White and Black Caribbean – 0 (0%)

Any other dual / multiple heritage – 1 (0.2%)

Prefer not to say – 14 (3.2%)

Question 4. What is your religion?

Christian – 206 (47.7%)

Muslim – 20 (4.6%)

Jewish – 0 (0%)

Hindu – 0 (0%)

Buddhist – 2 (0.5%)

Atheist – 18 (4.2%)

No religion – 126 (29.2%)

Other – 15 (3.5%)

Prefer not to say – 45 (10.4%)

Question 5. Do you consider yourself to have a disability?

Yes – 43 (10.0%)

No – 355 (82.2%)

Prefer not to say – 21 (4.9%)

Question 6. Where do you live?

In Haslingden (Greenfield, Helmshore and Worsley wards) – 357 (82.6%)

Other Rossendale – 50 (11.6%)

Other Lancashire – 19 (4.4%)

Other – 6 (1.4%)











