

Project Facilitator: Recording the Bay

*An archival database and heritage interpretation project for 'Headlands to Headspace',
Morecambe Bay's Landscape Partnership Scheme*

1. Project outline

- 1.1 Morecambe Bay Partnership wishes to appoint an independent facilitator (s) with experience of museum, archive or heritage collections to plan and deliver two key cultural heritage interpretation projects for our 'Headlands to Headspace' HLF Landscape Partnership Scheme celebrating Morecambe Bay.
- 1.2 The projects fall into two packages of work. The first is a digital archives project (Project A). The second is a community-based exhibition that will tour two unconfirmed venues around Morecambe Bay (Project B). Consultants are invited to bid for one or both packages of work
- 1.3 These projects will aim to bring together and celebrate the products of Headlands to Headspace¹ showcase the scheme's achievements and create a central database of information for anyone researching the Bay region. They will continue to build on new partnerships that have developed with local community groups, individuals, organisations and local history groups and will lead to new physical resources and interpretation around the region.
- 1.4 The facilitator (s) will be expected to work closely with the Morecambe Bay Partnership team, partners and stakeholders including local authorities, museums, archives and other partners.
- 1.5 The facilitator (s) will be expected to train and work with a minimum of 6 volunteers on the delivery of the projects, particularly in helping to catalogue material or create data and new records for the website.

2. Scope and aim of the projects

- 2.1 We are looking for capable and enthusiastic contractors to develop the following:

Project A

A public-facing website (linked to our own organisation website), containing findings, research and collected data from the cultural heritage projects within the Headlands to Headspace Scheme and primarily linked to the key heritage sites that

¹ See Appendix 1

have been the focus of the scheme. ²As a suggestion this could be a map-based website, but we are interested to consider other alternative systems of effective cataloguing and interpretation.

Our own archival and heritage data has been collected by staff and volunteers since 2014. It includes: oral history recordings and transcripts; physical and digital archaeology surveys; photographic collections; digital 3-D models of heritage sites; research reports and more.

Alongside our own collected data we would like to supplement the records with information from the museum collections around the Bay & the Lancashire and Cumbria Archives in order to build up a strong picture of each particular location and bring together information into a single shared resource. We have had ongoing discussions with the Museums and Archives during the earlier stages of the scheme to determine the best way forward.

We would like the website to be supported, if possible, by a database system that can be edited by Morecambe Bay Partnership and volunteers both now and in the future to add and share new information as it is discovered.

Project B

A two-centre exhibition, to be staged around Morecambe Bay, celebrating the achievements of the Headlands to Headspace and the rich cultural heritage of Morecambe Bay, in particular the historical and archaeological maritime stories. We wish to showcase the work that has been achieved and the new stories that have been uncovered. The exhibition could be located in community venues such as libraries or community centres, or in a more formal museum or gallery setting.

The exhibition is to be researched, written and designed to professional standards. It will include printed visual interpretation, digital content (such as audio or video files) and, ideally, simple community friendly interactive activities. It may or may not include original objects from museum or archive collections.

The exhibition will involve working closely with Morecambe Bay Partnership officers and other project partners, facilitators and volunteers who have taken part in Headlands to Headspace.

² Examples of the type of work we have been doing can be found in appendix 2. Please also see our social media pages www.facebook.com/MorecambeBayPartnership and https://twitter.com/H2H_tweets

2.2 The projects also aim to support, where possible, new joint working between Lancaster Maritime Museum, Barrow's Dock Museum, Lancashire Archives Service and Cumbria Archives Service to develop a shared Bay resource.

2.3 The project aims to support the development heritage skills by training up a number of volunteers in the processes of cataloguing and digitising of archives.

2.4 The project aims to bring greater recognition of the importance of capturing and preserving the Bay's heritage and the significant roles played by the museums and archives around the Bay.

3. Requirements / Key tasks

3.1 Project A requirements

The facilitator shall research, advise, plan and deliver on all aspects of the project and will be expected to :

- Work with MBP officers to learn about the Headlands to Headspace scheme and research the existing project content and outputs
- Research potential additional material from museums and archives around the Bay
- Renew contact with, liaise and meet with potential project partners (e.g. museums and archives)
- Research and interrogate up-to-date and appropriate collections-based IT systems, databases or on-line tools and advise MBP on the best system for our project needs including advice on costs, ongoing maintenance, ease of use and potential risks/pitfalls.
- Research and recommend recent similar projects / successful models showing best practice and inspiration
- Prepare user guides for MBP staff, partners and volunteers for the content management system selected
- Prepare easy-to-use guidelines around intellectual property for MBP staff and volunteers in relation to collections on line.
- Deliver training (or sub-contract training to an external company) for MBP staff, partners and volunteers for the content management system selected
- Create and upload content to the system creating new records as appropriate and the creation of suitable file name conventions.
- Manage and supervise volunteers on the creation of content
- Work with designers on the overall design of the website (if appropriate), and undertake testing with MBP staff, partners and volunteers
- Launch the website in partnership with MBP
- Assist with the creation of publicity materials
- Contribute to the evaluation of the project by collecting agreed information and data

3.2 Project B Requirements

The facilitator shall research, advise, plan and deliver on all aspects of the project and will be expected to:

- Locate appropriate venues within the Headlands to Headspace scheme area.
- Plan the exhibition to suit the venues
- Curate exhibition content (research, write and select images with support from MBP officers and volunteers)
- Train, work with and manage volunteers from H2H to create content
- Liaise with museum and archive partners where appropriate, including the arrangement of loans (if any)
- Work with a professional design contractor on the layout and exhibition content and oversee the exhibition production.
- Ensure full proof reading of all written content.
- Devise /oversee suitable exhibition interactives e.g. listening posts, video presentations and simple low-tech family friendly interactives. (Quantity to be agreed during inception / project planning. Assume a minimum of 4 activities)
- Oversee the delivery, installation and de-installation of the exhibition in both venues
- Arrange and attend the launch of the exhibition
- Assist with the creation of publicity materials
- Contribute to the evaluation of the project by collecting agreed information and data

4. Price and Payment Schedule

4.1 The total cost for delivery of both packages of work (A and B) is to be no more than £34,000 (excluding VAT). The fee for Package A is a maximum of £27,000. The fee for Package B is a maximum of £7000. (This is exclusive of exhibition production costs. See 4.3)

4.2 This price covers facilitator time to deliver the above outputs including training delivery (or costs of a subcontractor if required) and all travel and other business expenses and overheads.

4.3 There is additional budget for other project costs. These will be paid for separately and owned, where applicable, by Morecambe Bay Partnership. These are estimated costs which could change depending on the route the project takes and the IT solutions required:

- a) purchase of software / website design £9,000
- b) IT hardware £2,000
- c) Exhibition costs (e.g. interpretation, materials etc) £3,000

Smaller sums are available for marketing materials, volunteer travel and contingency.

4.4 The schedule for payment will be agreed at the inception meeting.

5. Deadlines and Timetable

5.1. The contract is to begin in June 2017 and the project is to be completed by September 2018. A suggested timetable is given below. The successful facilitator should initially discuss the scope of the work with the client at the inception meeting to agree a detailed timetable for the work.

5.2.

Expressions of interest: You may submit a tender response whether or not you make an expression of interest.	Friday 26 May 2017
Questions and clarifications on the brief submitted by	Friday 26 May, 5pm
Deadline for submission	Friday 2 June, 5pm
Interviews (if required)	Tues 13th June

Inception & planning meeting	Mon 26 June (tbc)
Progress meeting 1	September 2017 (tbc)
Formal Progress meetings	Jan 2018, April 2018, July 2018 (schedule tbc)
End of project meeting & Project Completion	September 2018
One presentation to H2H Board and/or MBP's Understand Focus Group	tbc

6. Project Management

- 6.1. The facilitator will report to the client immediately if there are any un-foreseen delays or problems which may limit the ability to complete the work to schedule.
- 6.2. As part of the contract, the facilitator will to attend a minimum of 4 meetings with the client, in Kendal. In addition, regular phone and email contact should be kept with the client at all times.
- 6.3 Contractors are required to provide brief progress reports every month, including a record of any volunteer and in-kind contributions they have secured towards the delivery of the contract. Key stages (at milestones agreed in the inception meeting) are to be agreed and signed off before progression to next stage of the project.
- 6.4 Training materials, web content, web design, exhibition content and other creative or written content should be discussed with and approved by the Community & Heritage Training Officer/MBP before being organised, printed or run.
- 6.5 The client requires 1 hard copy and a digital copy (in MS Word and PDF format) of any reports, manuals or other documents which should be fully proof-read. A digital copy of any exhibition materials will be required by the client for retention. We wish to see, comment on and approve all drafts before printing or publication.
- 6.6 The client will hold the intellectual property rights on all the products developed as part of this programme. These cannot be quoted from or used in any other project work without the written permission of the client. (NB. Copyright of archive images shared from other sources will be attributed and remain with the copyright holder)
- 6.7 Any information supplied by the client to the facilitator during the project must be returned no later than one month after the end of the contract period.

7. Responses to the Brief – Required information

- 7.1. Interested consultants should submit a work proposal to arrive by **5pm Friday 2nd June 2017**. Late submissions will not be accepted. Submissions should be sent by email to Michelle Cooper, H2H Community and Heritage Training Officer michelle@morecambabay.org.uk and copied to Jill Salmon, Project Officer, h2h@morecambabay.org.uk and will be acknowledged.
- 7.2 The proposal should be as brief as possible while also demonstrating the requirements below. Please submit the following information in your tender for us to evaluate your response:
- 7.3 Please provide details of 3 relevant / similar previous or current projects/experiences in the last 3 years. The information should include:
- Description of services
 - Contract period (i.e. 2 months, 3 years etc.)
 - Value
 - Company / individual services provided to
 - Contact details and agreement that we may seek references
 - Visual examples of your work if available
- 7.4 Please provide CVs (4 pages max) for the personnel who would be involved in this contract. These should include qualifications and relevant experience. CVs (4 pages max) for the consultants who will work on the project, and contact details for two referees who can be contacted to confirm the consultants' expertise, experience and track record.
- 7.5 Copies of your insurance certificates. The client will require consultants to include proof of employer's liability insurance - this is a legal requirement (except for businesses employing only the owner/close family members) and this should be at least £1 million. Public Liability Insurance; this should be at least £2 million. Please list the insurance that you hold.
- 7.6 For each package of work (A and B) please provide a clear and detailed plan including a method statement outlining your approach, a clear understanding of the project requirements, list of expected tasks, proposed timetables, notable risks and your costs. (Please list any and all assumptions you are making either about the programme, the technical requirements, budgets etc. in your proposal.)

You should demonstrate:

- Your understanding of the tasks
- Your knowledge, experience and track record relevant to these roles, e.g. developing digital archives/collections, working with volunteers on collections based projects, heritage interpretation, planning and curating exhibitions, working with heritage providers etc
- Your knowledge of national standards in the digitisation of archives/heritage collections
- Project management, co-ordination and partnership working skills.

- Your vision for these projects, your strategy of approach and your practical methodology
- Value for money
- Expertise in undertaking similar work.
- Team structure, if relevant– lead and contributors.
- What systems you have in place to ensure that you can meet the deadlines – e.g. who you will collaborate with in case of illness or other delays.
- Costs including a breakdown of each consultant’s role, day rate, number of days working on the project, purchases, travel costs and other expenses. All costs should exclude VAT. Please include all costs of any subcontractors you may wish to use, e.g. to deliver specialist training.
- Risk assessment for delivering the project (s)
- Two referees

8 Award Criteria:

8.1 All submission must meet criteria listed at 7.3-7.6 above. These are pass/fail criteria that will determine whether we score your proposals.

8.2 Tenders will be scored according to the following criteria and competencies:

Competency	Weighting (%)
Project plans: clear vision, relevant and detailed break-down of tasks, outcomes and roles reflecting your understanding of the contract’s objectives and the requirements of the specification (Projects A & B)	20
Understanding and experience of museum/archive collections, and a track record in delivering heritage projects (Projects A & B)	20
Experience of creating inspiring heritage interpretation (A &B)	20
Value for money (A &B)	15
Experience of working with, training and supporting volunteers in the heritage sector (A & B)	10
Local knowledge and enthusiasm for the heritage of Morecambe Bay (A & B)	10

Ability to travel regularly around the Morecambe Bay area (A & B)	5
Additional scoring for Project A	
<ul style="list-style-type: none"> • Experience of collections documentation • Understanding of standards and best practice in digitising collections and the issues and opportunities 	

9. Submission:

- 9.1** Please refer to the Cumbria County Council Terms and Conditions, Appendix 3 attached, and ensure you are familiar with them. The contractor, by submitting a quote, will agree and adhere to these.
- 9.2** The contract manager is Michelle Cooper. She can be contacted via michelle@morecambebay.org.uk 07760 881826 / 01539 734888 Morecambe Bay Partnership, The Factory, Castle Mills, Aynam Road, Kendal, LA9 7DE.
- 9.3** Please get in touch with any questions or clarifications on this brief. Ideally contact Michelle by Friday 26th May, 5pm, to allow enough time for a response and sharing of that response, if appropriate, before the deadline. **Deadline for final submission is Friday 2 June 5pm.**

10. Background and Essential Guidance

- 10.1** The H2H Landscape Conservation Action Plan (LCAP) will be provided on appointment along with details of the H2H Project area. The Executive Summary of the 'LCAP' document is attached (appendix 1). The LCAP outlines the Headlands to Headspace programme and is both an operations manual and business plan for the delivery of the H2H Scheme. It includes outline project plans for the 28 projects within this scheme. Project 23 and part of Project 7 is to be delivered by the work of this brief.
- 10.2** The H2H team has access to data and support from their partners. This will be shared when appropriate/possible.
- 10.3** Heritage Lottery issue a number of guidance documents. The consultants are expected to be familiar with and work with these, especially:
- Planning Activities in Heritage Projects
 - Using Digital Technology- Good Practice
 - Thinking about Audience Development
 - Thinking about Community Participation

- Thinking about Interpretation
- Landscape Partnerships – Evaluation Guidance

Appendix 1

Headlands to Headspace: Morecambe Bay's Landscape Partnership Scheme

Executive Summary

Headlands to Headspace (H2H) is a major new initiative motivated by a community desire to protect and celebrate the Bay's rich heritage. This exciting Scheme will deliver training, improve access, and present the Bay's heritage in fresh, new ways. It will bring local people and new audiences together by delivering engaging activities, high quality events and meaningful volunteering opportunities. All in all, it will significantly improve understanding of the natural and cultural heritage and help conserve that heritage for future generations. In so doing, it will bring new visitors, increase pride, and raise aspiration among the community. It will achieve a wide range of benefits - for heritage, for the Bay's communities, and economic benefits too.

We intend it to be a catalyst for community renewal and sustainable heritage management into the future. Headlands to Headspace will transform the way people think about Morecambe Bay. Its lasting legacy will be to deliver much greater profile and appreciation of the Bay's unique heritage.

The Bay's Landscape

Morecambe Bay is the largest intertidal area in the UK where four estuaries join in a horseshoe-shaped Bay of a spectacular scale and grandeur. The Bay itself is the key unifying feature of the landscape with vast, shining sands alternating with seascapes in the constant rhythm of the tide. The surrounding landscapes reveal a narrative of man's work, shaping the land and tied to the coastline from one millennium to the next. For centuries humans have earned livelihoods from fishing, seafaring, trade and farming the coastal fringes, shaping the coastal landscape and carving out a unique history and tremendous cultural richness.

The coastal communities look towards one another across the Bay. The railway adds a physical link that echoes deep economic and social connections with the Bay. Headlands, cliffs and promenades offer spectacular vistas over the elemental landscape. The scale of these views lifts the spirits and has made the Bay a place of contemplation and religious significance through the ages. This emotional response to the Bay prompted the Scheme title – Headlands to Headspace.

Aims of Headlands to Headspace

Headlands to Headspace will put local people at the heart of managing and looking after the heritage assets of the Bay for the long term, especially the very features that local people value most.

Headlands to Headspace offers the chance to celebrate and explore what is distinctive about the Bay and make this better connected, more accessible to all, better appreciated and better understood. The scheme will help communities to restore, enhance and celebrate the cultural and natural heritage of Morecambe Bay.

The Scheme's main priorities are

1. Securing landscape-scale management of the coastal marshes, grasslands, headlands and islands to re-connect a fragmented network of coastal habitats.
2. Restoring important habitats for ground-nesting birds such as terns, eiders, lapwing and curlew and securing improved management for these and other rare and sensitive species and habitats, to reverse recent declines.

3. Providing significantly improved access for diverse audiences to the key natural and cultural heritage sites. Support and promote sustainable transport via the Bay Cycle Way and using the railway and its stations, and the opportunities these provide to link communities.
4. Stimulating and coordinating Higher Level Stewardship (HLS) applications to ensure that available funding is used to best effect to secure positive changes for the next decade, at least.
5. Engaging the communities around the Bay in innovative projects about their shared cultural heritage, from the first human habitation (through archaeology) to the memories of veteran fishermen (through oral history recording and celebration).
6. Creating training and volunteering opportunities for community members for archaeological, cultural and natural heritage restoration and conservation.
7. Providing enjoyable and memorable learning opportunities for all ages that will increase a sense of community pride and ownership of this unique environment and heritage.
8. Taking this unique cultural and natural heritage and bringing it to life through imaginative, innovative and creative interpretation that will be a model of best practice.

Themes and Projects

The 28 projects in Headlands to Headspace will be delivered as a suite of linked activity. They are presented under 4 outcomes and themes: (i) conservation - built and natural heritage; (ii) community participation; (iii) access and (iv) training.

Conservation, Participation, Access, Training

The Scheme will □ Research and improve the management of 12 heritage buildings □ Connect 330 ha of priority habitat, joining up, restoring and managing coastal habitats at a landscape scale □ Improve and safeguard roost sites and nesting sites for terns and eiders □ Research 20+ community stories □ Connect 200 Km of cycleway □ Promote sustainable transport via the railway and the Bay Cycle Way and the stations as local transport hubs

- Provide 4 Trampers to improve access for disabled people □ Promote 3+ multisensory special routes □ Produce 4 innovative new interpretative maps developing a rich sense of place □ Improve and add new importance to 6 headland viewpoints and their views □ Explore the little understood prehistory of sites with a view-shed of the Bay through a community archaeology programme □ Support well over 250 days of high quality engaging volunteer experiences □ Deliver community exhibitions bringing pride to small local communities □ Start to record and archive the rich oral history of the traditional fishing □ Develop 2 new training courses for Innocent Guides³ □ Deliver 180 training places and >500 training days □ Support >20 businesses, improve the skills of >5 local heritage workers □ Deliver >30 events including heritage open days at sites not before open and □ Bring a world-class outdoor exhibition to 2 sites around the Bay, shining a national spotlight on the richness of our local heritage
- Reach several thousand people through the activities of the Scheme.

H2H Scheme Partnership and Board

³ Innocent Guides is the name we have given to the process of turning members of community or business people into effective ambassadors of the heritage of the Bay. This is based on understanding their critical importance – not least from a body of tourism evidence that shows that people’s enjoyment of a destination is massively affected by the quality of the welcome they receive from professionals like taxi drivers and hotel receptionists.

Morecambe Bay Partnership will lead the Scheme. The Partnership has an impressive track record of collaborative work. The Headlands to Headspace Board will oversee delivery. This committed partnership comprises local authorities, community bodies, and conservation, heritage and arts organisations. All have signed up to work together to deliver a high quality Scheme with a lasting legacy. The H2H Board is chaired by Professor Mark E. Smith, Vice-Chancellor of Lancaster University.

Budget and timetable

The Scheme's total budget is £2,956,009 comprising a grant request of £1.9million⁴ from the Heritage Lottery Fund for the delivery phase and £840,000 match funding, largely already secured. The timetable is 5 years from the start date, anticipated to be January 2014 - 2019.

Resources and Delivery

Much of the Scheme will be delivered by 5 specially recruited Headlands to Headspace staff: (i) H2H Manager, (ii) H2H Officer, (iii) Cultural Heritage Officer, (iv) Natural Heritage Officer, (v) Community and Training Officer. Specific projects will be delivered by partners, including Art Gene, Sustrans, Marketing Lancashire, Cumbria Wildlife Trust and external contractors. Significant match funding has been secured from the Coastal Communities Fund and WREN Biodiversity Action Fund. Partner organisations will contribute in-kind and cash contributions.

£5 million new investment

Morecambe Bay is now a place where great things are happening. Headlands to Headspace is being delivered alongside other significant new programmes which together will bring £5 million new investment to the Bay⁵. These include the Nature Improvement Area and the 700 Days Scheme - a bold programme to kick-start growth in the visitor economy. Headlands to Headspace will undertake the heritage-focused elements of this activity, but has been carefully designed to complement and dovetail with parallel activities for mutual benefit.

Integrating delivery of Headlands to Headspace with 700 Days and the other schemes makes the Bay's heritage central to activity that will transform the Bay. This □ Makes the Bay's rich cultural and natural heritage a key driver in boosting the Bay's economy □

Secures better long term management for the heritage assets into the future □
Brings maximum added value: building capacity, engagement and skills; improving the image, and quality of place for the communities of the Bay □ Secures lasting economic benefits by making the Bay a more attractive place to live, invest, and visit

□ Gives genuine sustainability and ownership to the heritage by making it actively produce socio-economic benefit for the communities.

Headlands to Headspace will transform the Bay

The Scheme is the culmination of many years' work by the Morecambe Bay Partnership. It includes a strong 10-year legacy plan with significant funding attached to ensure that the work undertaken is protected and made accessible in the future.

⁴

A development grant of £100,000 from the Heritage Lottery Fund supported the development phase for H2H between January 2012 and July 2013.

⁵ Section 9.3 summarises these other Schemes and initiatives running in parallel.

Headlands to Headspace can help to bring about transformational change for Morecambe Bay by putting the heritage assets of the Bay centre-stage in a major programme of activity. This is a once-in-a-lifetime moment for Morecambe Bay, and Headlands to Headspace is the right Scheme at the right time to seize that moment.



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Appendix 2 – Examples of data or cultural heritage content collected by Morecambe Bay Partnership as part of Headlands to Headspace:

Project name	Example Target outputs	Likely content for ‘Recording the Bay’ project
PROJECT 1: LOOKOUTS AND CONSERVATION OF BUILT HERITAGE FEATURES	10 heritage sites surveyed 10 condition assessment surveys completed 2 conservation management plans developed 8 + sites improved and conserved 8 + Publications and interpretation materials developed	Heritage reports, maps, photographs, archaeology surveys, LIDAR images, 3D digital models Plus photographs, information and records from Museums & archives linked to the 10 sites.
PROJECT 7 COMMUNITY MARITIME HERITAGE – SURVEYS AND EXHIBITIONS	3 parish research projects; 4 maritime heritage sites surveyed;	Reports, publications, photographs, maps, links to other websites e.g. CITIZAN Plus photographs, information and records from Museums & archives linked to the 4 sites
PROJECT 8 ORAL HISTORY RECORDING – FISHING COMMUNITIES	Min 80 hours of oral history recordings; 3 new creative heritage projects	Oral history recordings (sound recordings, extracts or transcripts & summary sheets depending on what is possible within budget) Photographs and documents from respondents’ personal collections that have been shared 2 creative soundtracks 4 creative newspaper documents Film footage Plus photographs, information and records from Museums & archives linked to the fishing industry
PROJECT 9 – MORECAMBE BAY LIVES (intergenerational / schools oral history project)	100 voices recorded 1 school resource created (website) 3 memory sharing community events	Sound clips/ oral histories Photographs Film Creative work created by schools Plus photographs, information and records from Museums & archives linked to heritage stories (an example might be a recording of a lady who performed at the Super Swimming Stadium, Morecambe in the 1950s with photographs of the Stadium from the Maritime Museum)

PROJECT 17: COMMUNITY ARCHAEOLOGY	4 sites surveyed through field walking; 4 sites surveyed using geophysics; 1 site partially excavated; 2 publications. permanent written and drawn record of site created	Maps, surveys, publications, reports, film/timelapse footage, photographs, drawings Plus photographs, information, plans and records from Museums & archives linked to the 4 sites
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Appendix 3

(Cumbria County Council is the Accountable Body for Morecambe Bay Partnership's Headlands to Headspace Scheme)

TERMS AND CONDITIONS FOR SERVICES

1. DEFINITIONS

"**Acceptance Letter**" means the letter attached hereto accepting the provision of the Services issued by the Council which includes a description of the Services, the price or rate applicable to the Services and any particular terms applying to the services which are additional to these Terms and Conditions.

"**Business Day**" is a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business. "**Council**" means Cumbria County Council.

"**Council's Representative**" means any person named on the Acceptance Letter as a key contact or any person who the Council notifies the Provider is to be regarded as a key contact during the course of the Contract.

"**Key Contact**" means any person named on the Acceptance Letter as a key contact or any person who the Provider notifies to the Council is to be regarded as a key contact during the course of the Services. "**Price**" means the price or rate for the Services given in the Acceptance Letter (including all expenses of the Provider save where the Acceptance Letter states otherwise.

"**Parties**" means the Council and the Provider. "**Premises**" means any land or building where the Services are to be performed specified in the Acceptance Letter. "**Provider**" means the person, firm or company who is to provide the Services identified in the Acceptance Letter.

"**Services**" means the services described in the Acceptance Letter. "**Terms and Conditions**" means these terms and conditions for the supply of the Services.

2. GENERAL

2.1 These Terms and Conditions together with the Acceptance Letter and any other document, plan or specification referred to in the Acceptance Letter constitute the contract between the Parties for the Services ("**the Contract**").

2.2 In the event of any conflict between a clause in these Terms and Conditions and a term of the Acceptance Letter, the terms of the Acceptance Letter shall prevail.

2.3 This Contract constitutes the entire agreement between the Parties relating to the Services and replaces all previous negotiations, agreements, understandings and representations whether oral or in writing. Any terms and conditions purported to be imposed by the Provider shall not be binding on the Council under any circumstances. Where the Provider appends its standard terms and conditions to any communication and/or invoice the Provider acknowledges that the terms and conditions in this Contract shall prevail.

2.4 Nothing in this Contract shall have the effect of making the Provider an agent, servant or employee of the Council.

2.5 The headings to these Terms and Conditions are for convenience only and will not affect construction or interpretation and reference to a clause shall be a reference to a clause of these Terms and Conditions unless explicitly stated otherwise.

2.6 Words denoting anyone gender include all genders and vice versa and the singular includes the plural and vice versa.

2.7 References to persons include individuals, partnerships, bodies corporate and unincorporated associations.

2.8 References to statutes or statutory provision shall be construed to include references to those statutes or provisions as amended or reenacted from time to time.

2.9 The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words.

3. THE SERVICES

3.1 The Provider shall provide the Services set out in the Acceptance Letter.

3.2 The Provider shall perform the Services:

- with reasonable skill, care and diligence;
- in accordance with industry best practice and using the best available techniques and standards;
- in accordance with all applicable laws;
- using staff who have appropriate skills, qualifications and experience;
- using the appropriate number of staff; and
- to the reasonable satisfaction of the Council's Representative.

3.3 The Provider shall provide all equipment and materials necessary for the performance of the Services except as otherwise agreed in writing with the Council. All equipment and materials shall be at the Provider's risk.

3.4 All equipment and materials provided by the Provider shall be of a suitable quality and fit for the purpose for which they are provided.

3.5 The Provider shall ensure that it holds and that all its employees hold all relevant licences permits and authorisations to allow the lawful performance of the Services.

3.6 The Provider shall ensure that all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Service including without limitation any specific requirements set out in the Acceptance Letter ("Necessary Consents") are in place to provide the Services and the Council shall not (unless otherwise agreed) incur any additional costs associated with obtaining, maintaining or complying with the same.

3.7 Where there is any conflict or inconsistency between the provisions of the Contract and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Provider has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services.

4. TIME OF PERFORMANCE

4.1 The Provider shall carry out the Services for the period and/or in accordance with the timescales set out in the Acceptance Letter. In the event that the Acceptance Letter does not specify any timescales, the Provider shall comply with any reasonable timescales notified by the Council.

4.2 The Provider shall submit such programmes of work and progress reports as the Council may from time to time require.

4.3 The Provider shall notify the Council immediately if it becomes aware of any event that it believes is likely to delay or impede the performance of the Services.

4.4 In the event that the Provider fails to meet a date or dates set out in the Acceptance Letter it shall, on the request of the Council, and without prejudice to the Council's other rights and remedies, arrange to provide all such additional resources as are necessary to fulfil its obligations at no additional cost to the Council.

5. REJECTION OF SERVICES

5.1 The Council may at any time reject the Services or anything delivered as part of the Services which in the reasonable view of the Council does not comply with the Contract in any material way.

5.2 If the Council rejects all or part of the Services under clause 5.1 above, it shall serve a notice on the Provider stating the reasons for such rejection.

5.3 Following receipt of a notice of rejection of the Services, the Provider shall have 5 Business Days (or such other period as the Parties may agree in writing) during which the Provider shall address the faults or failings which caused the notice of rejection to be issued.

5.4 If the Provider fails to correct the faults or failings which caused the notice of rejection to be issued to the reasonable satisfaction of the Council within 5 Business Days, the Council shall be entitled to terminate this Contract or any part of the Services.

5.5 The Council may require the immediate removal from its premises of anything delivered by the Provider which, in the reasonable view of the Council, is hazardous, not fit for purpose or noxious. The Provider shall comply with any such request at its own expense.

6. PROVIDER'S PERSONNEL

6.1 The Provider shall make Key Contacts available for the purposes of the Services and shall not make any changes in the Key Contacts without the prior written approval of the Council. 6.2 If and when requested by the Council, the Provider shall provide the Council with a list of the names of any person being used in the Services specifying, in each case, the

capacities in which they are involved and giving such other particulars and evidence of identity and other supporting evidence as the Council may reasonably require. 6.3 The Provider shall comply with any notice reasonably given by the Council stating that a person named in the notice is not to be involved any further in the provision of the Services. The Provider shall replace any such person with someone of equivalent skills and qualifications.

6.4 The Council may terminate the Contract and recover from the Provider the amount of any loss resulting from such termination if under this Contract (or any other contract the Provider has): (a) the Provider fails, to ensure provision of equality of treatment for anyone who shares a Protected Characteristic as defined in the Equality Act 2010 (whether it is on such grounds as maternity, gender, transgender, marital status, ethnicity, disability, age, religion and belief and sexual orientation or otherwise) in the provision of services and in the employment of its staff and sub-contractors; and/or (b) the Provider unlawfully discriminates either directly or indirectly and does not comply with the obligations of the Equality Act 2010 and or any other relevant or equivalent legislation, or any statutory modification or reenactment thereof.

7. SECURITY AND USE OF COUNCIL'S PREMISES

7.1 Where the Services are being carried out at Premises that are owned or occupied by the Council the Provider shall:

- comply and shall ensure that its staff, sub-contractors and agents comply with any rules or regulations applied by the Council in relation to security at its premises;
- comply with any notice given by the Council stating that a person named in the notice is to be removed from the Premises and/or not deployed any further in the provision of the Services. The Provider shall ensure that the person is replaced by someone of at least equivalent skills and qualifications. The decision of the Council on whether someone may be admitted to its Premises is final. The Provider shall bear the cost of complying with such a notice;
- keep the Premises reasonably clean and tidy while the Services are being performed and shall leave them clean and tidy on completion;
- pay the costs of making good any damage to the Premises (including any fixtures and fittings of the Premises) done by its employees, agents or sub-contractors other than fair wear and tear;
- enter and/or occupy such Premises as a licensee; and
- co-operate with any other person, firm or company which is providing services to the Council at the same time as the Provider.

8. PAYMENT*

8.1 In consideration for the carrying out the Services in compliance with this Contract by the Provider the Council shall pay the Provider the Price.

8.2 The Provider shall submit monthly in arrears an invoice for the Services to the Council's address for invoices given in the Acceptance Letter. The invoice shall contain the Order Number and a description of the Services carried out and the proportion of the Price payable.

8.3 The Council shall pay the Provider within 30 days of receipt and agreement of invoices, for work completed to the satisfaction of the Council.

8.4 In addition to the Price, the Council shall pay the Provider where lawfully due a sum equivalent to any Value Added Tax chargeable in respect of the Services. Value Added Tax shall be shown as a separate item on the Provider's invoice.

9. RECOVERY OF SUMS DUE

If any sum is recoverable from or payable by the Provider under the Contract, that sum may be deducted from any sum then due or which at a later date becomes due to the Provider under the Contract or under any other agreement with the Council.

10. AUDIT

The Provider shall keep and maintain until 6 years after the Contract has been completed records to the satisfaction of the Council of all expenditures that are reimbursable by the Council. These records shall include records of the hours worked and costs incurred by the Provider or any employees of the Provider in connection with the Services. The Provider shall on request afford the Council or any person reasonably specified by the Council such access to those records as may be required by the Council in connection with the Contract.

11. FREEDOM OF INFORMATION/DPA

11.1 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 (EIR) and shall assist and co-operate with the Council (at the Provider's expense) to enable the Council to comply with information disclosure requirements under the FOIA or EIR.

11.2 The Council shall be responsible for determining at its absolute discretion whether any information in connection with this Contract is exempt from disclosure in accordance with the provisions of the FOIA or the EIR and/or is to be disclosed in response to a request for information. 11.3 The Provider shall (and shall procure that any of its personnel involved in the provision of the Contract shall) comply with any notification requirements under the Data Protection Act 1998 (DPA) and shall duly observe all their obligations under the DPA, which arise in connection with the Contract.

12. HEALTH AND SAFETY

12.1 The Provider shall notify the Council of any health and safety hazards which may arise in connection with the performance of this Contract. 12.2 Where the Services are being carried out at land or premises owned or occupied by the Council, the Council shall notify the Provider of any health and safety hazards which may exist or arise at its premises and which may affect the Provider. The Provider shall draw these hazards to the attention of any of its employees, sub-contractors or agents who may be affected by them and instruct such persons in connection with any necessary safety measures.

13. CONFIDENTIALITY

13.1 The Provider undertakes to keep secret and not to disclose and to procure that its employees, sub-contractors and agents keep secret and do not disclose any information of a confidential nature which it has obtained by reason of this Contract. Nothing in this clause applies to information which is already in the public domain or the possession of the Provider other than by reason of breach of this clause.

13.2 The provisions of this clause shall survive the termination of this Contract however that occurs.

14. INDEMNITY AND INSURANCE

14.1 Without prejudice to any rights or remedies of the Council the Provider shall indemnify the Council against all actions, demands, losses, expenses and costs (including legal costs on a solicitor and client basis) which the Council may suffer or incur as a result of or in connection with any damage to property or any injury (whether fatal or otherwise) to any person which may result directly from any defect in the Services or any negligence or breach of this Contract by the Provider 14.2 The Provider warrants that it has in place with a reputable insurance company a policy or policies of insurance covering all the liabilities and indemnities under this Contract.

14.3 The Provider shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover as is reasonable (including without limitation any specific requirements set out in the Acceptance Letter) for delivery of the Services. The cover shall be in respect of all risks which may be incurred by the Provider, arising out of the Provider's performance of the Contract, including death or personal injury, loss of or damage to property or any other loss.

14.4 The Provider shall give the Council, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the insurances are in place.

14.5 Where professional indemnity insurance is required the Provider shall continue to maintain such insurance with a reputable insurer for a period of 3 years following completion of the Services.

14.6 The terms of any insurance or the amount of cover shall not relieve the Provider of any liabilities under this Contract.

14.7 Notwithstanding any other provision of this Contract neither Party limits or excludes its liability for fraud or fraudulent misrepresentation, death or personal injury caused by its negligence, or any other act or omission, liability for which may not be limited under any applicable law.

15. VARIATION

15.1 This Contract may not be varied or amended unless the variation or amendment is in writing and agreed signed by both the Council and the Provider.

15.2 The price for any variation (if applicable) shall be the fair and reasonable price taking into account the market price available to the Council for similar services. The Provider shall supply the Council with all information necessary to allow the Council to ascertain whether the price is fair and reasonable.

15.3 These terms and conditions shall apply to any variation as if it were included in the original Acceptance Letter.

16. ASSIGNMENT OR SUB-CONTRACTING

16.1 The Provider shall not assign, transfer or novate the Services or any part of the Contract.

16.2 The Provider shall not sub-contract the Services or any part of them without the prior written consent of the Council.

16.3 Sub-contracting of this Contract shall not in any way relieve the Provider of its obligations under the Contract.

16.4 Where consent is given by the Council for sub-contracting the Provider shall ensure that the sub-contractor has and maintains adequate insurance having regard to the obligations the sub-contractor is contracted to fulfil.

17. RIGHTS OF THIRD PARTIES

Unless explicitly stated in a clause of this Contract, this Contract shall not create any rights which are enforceable by anyone other than the Parties.

18. TERMINATION

18.1 The Provider shall notify the Council in writing immediately upon the occurrence of any of the following events:

- a) (where the Provider is an individual) if a petition is presented for the Provider's bankruptcy or the Provider makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs;
- b) (where the Provider is a firm; or a number of persons acting together in any capacity) if any event in (a) or (c) of this clause occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Provider to be wound up as an unregistered company; or
- c) where the Provider is a company, if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

18.2 The Council shall be entitled to terminate this Contract by notice to the Provider with immediate effect if:

- a) any of the events described in clause 18.1 occurs;
- b) the Provider has committed a material breach of this Contract and (if such breach is capable of remedy) has failed to remedy such breach within 5 Business Days of being required by the Council in writing to do so;
- c) the Provider repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract; or
- d) (where the Provider is an individual), if he shall die or be adjudged Incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983.

18.3 Notwithstanding clause 18.2 the Council shall be entitled to terminate this Contract at any time by giving to the Provider not less than 30 days notice to that effect.

18.4 The rights to terminate the Contract set out in this clause 18 are in addition to any other right to terminate set out elsewhere in this Contract.

18.5 Where this Contract provides for termination other than under clause 18 the exercise of such rights shall not be subject to the requirements of clause 18.

19 CONSEQUENCES OF TERMINATION

19.1 On the expiry of the term or if this Contract is terminated in whole or in part for any reason the Provider shall co-operate fully with the Council to ensure an orderly migration of the Services to the Council or, at the Council's request, a replacement provider.

19.2 On expiry or termination of this Contract the Provider shall procure that all data and other material belonging to the Council (and all media of any nature containing information and data belonging to the Council or relating to the Services), shall be delivered to the Council forthwith.

19.3 On expiry or termination of this Contract the Provider shall collect any equipment and or materials on the Council's premises placed there by the Provider as part of the Services and the title of said equipment and or materials has not transferred to the Council. 19.4 Where the Contract is terminated due to Provider default the Provider shall be liable for any costs incurred by the Council in finding a substitute provider to deliver the Services whether incurred before or after the termination of the Contract.

20. NOTICES

20.1 Any notice or other communication given under or pursuant to this Contract must be given in writing and must be sent by first class post and must be sent to the address for communications given in the Acceptance Letter (which may be altered at any time by the altering Party giving the other Party 15 days notice of a changed address).

20.2 Communications to the Council must be sent to its address given for on the Acceptance Letter not its address for invoice and marked for the Council's Representative's attention.

20.3 A notice or communication shall be deemed to have been received 2 Business Days after posting.

21. GOVERNING LAW

This Contract shall be governed by and construed in accordance with the laws of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

22. BRIBERY AND CORRUPTION

22. The Council may terminate the Contract and recover from the Provider the amount of any loss resulting from such termination:

- a) If the Provider shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for so doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the contract or any other contract, with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Council; or
- b) If the like acts shall have been done by any person in the employ or on behalf of the Provider (whether with or without the Provider's knowledge); or
- c) If in relation to any contract with the Council the Provider or any person in the employ or acting on the Provider's behalf shall have committed any offence under the Bribery Act 2010, or shall have given any fee or reward the receipt of which is an offence under Section 117 of the Local Government Act 1972.

23 SEVERANCE

23.1 If any provision of this Contract shall be found by any court or body or authority of competent jurisdiction to be invalid or unenforceable, that provision shall be severed from the remainder of the Contract which shall remain in full force and effect to the extent permitted by law. 23.2 If any provision of this Contract is found to be invalid or unenforceable but would be valid or enforceable if some part of the provision was deleted, the provision in question shall apply with any necessary modifications to make it valid.

24 WAIVER

No forbearance or delay by either Party in enforcing its respective rights will prejudice or restrict the rights of that Party, and no waiver of any such rights or of any breach of any contractual terms will be deemed to be a waiver of any other right or of any later breach. In particular, but without limitation to the generality of the foregoing, any prior acceptance or approval communicated by the Council to the Provider in respect of the Services or any omission on the part of the Council to communicate such prior acceptance or approval shall not relieve the Provider of its obligations to deliver the Services in accordance with the provisions of this Contract.

25 RIGHTS & REMEDIES

Subject to the specific limitations set out in this Contract, no remedy conferred by any provision of this Contract is intended to be exclusive of any other remedy except as expressly provided for in this Contract and each and every remedy shall be cumulative and shall be in addition to every other remedy given thereunder or existing at law or in equity by statute or otherwise.

26 SURVIVAL Any provision of this Contract which expressly or by implication is intended to come into or continue in force on or after termination of this Contract including but not limited to clauses 10, 13, 14.1, 14.5, 14.7, and 21 shall remain in full force and effect.

27 TUPE

27.1 Where Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) does apply the Provider agrees that it shall comply with all of its obligations under TUPE and the Acquired Rights Directive as applicable.

27.2 The Provider agrees to indemnify the Council against any claim howsoever arising from the application of TUPE or the Acquired Rights Directive.

27.3 During the term of this Contract, the Provider shall, on request by the Council, provide the Council within 10 Business Days, accurate and complete information as is necessary to allow bidders to assess the application of TUPE. The Provider shall warrant the accuracy of all the information provided to the Council and authorises the Council to use any and all of the information as it may consider necessary for the purposes of its business or as part of the procurement exercise. The Provider shall indemnify the Council against any financial losses arising from any differential between the information disclosed and the actual position should the Council suffer any extra cost or loss by relying on the information provided.

28 PUBLICITY

The Provider shall not make any press announcements or publicise this Contract or its contents in any way or use the Council's name or brand in any promotion or marketing or announcement of orders, without the prior written consent of the Council

29 INTELLECTUAL PROPERTY

29.1 The intellectual property rights (including the copyright) in any reports, documentation or materials produced as part of the Services are hereby assigned to and shall vest in the Council. This clause shall survive the termination of this Contract.

29.2 Save where the Services uses documents and materials supplied by the Council, the Provider warrants that none of the documentation and materials used or created as part of the Services shall infringe any patent, trade mark, registered design, copyright or other rights in industrial property of any third party.

29.3 The Provider shall indemnify the Council against all actions, demands, charges, expenses and costs (including legal costs on a solicitor and Council basis) which the Council may incur as a result of or in connection with any breach of clause 29.2.

30 PENSIONS

30.1 The Provider shall ensure that all transferring employees who were originally employed by the Council are offered membership of the pension scheme of which they were, or were eligible to be, members of prior to the relevant transfer date under this Contract, or are afforded pension rights which are certified by the Government actuary department or by a professionally qualified actuary as being broadly comparable to the terms of the pension scheme of which they were, or were eligible to be, members of prior to the relevant transfer under this Contract.

30.2 Transferring employees may in their own right enforce clause 30, even though they are not party to this Contract. This does not extend to any other clause in this Contract.