

# **Morecambe Bay Community Engagement Commission**

## **Delivering Community Engagement, Heritage Events Programme and Co-ordinating Training and Access Projects.**

### **1. Background**

- 1.1. Morecambe Bay Partnership/Cumbria County Council (MBP/CCC) wishes to appoint a consultancy to deliver a programme of activity in line with the Morecambe Bay 'Headlands to Headspace' Landscape Partnership Scheme. The appointed consultancy will work with Morecambe Bay Partnership on delivery.

Cumbria County Council acts as accountable body to Morecambe Bay Partnership for this Headlands to Headspace Landscape Partnership Scheme.

- 1.2. The contract manager is the Headlands to Headspace Scheme Manager.
- 1.3. This contract is funded by the Heritage Lottery Fund and will deliver the following key elements of the Headlands to Headspace scheme.
- Ensure community engagement is embedded throughout the work of the scheme
  - Devise and run a programme of events, training courses and workshops
  - Manage and deliver participation in a series of projects, which includes some contractors
  - Support and work with volunteers ensuring they are able to enjoy high quality and meaningful experiences.
  - Support understanding, learning and access to, Morecambe Bay's landscape and heritage, and raise the profile and appreciation of Morecambe Bay and its heritage.

### **2. Scope of Work**

- 2.1. The appointed consultant will oversee and deliver a suite of community participation and training projects as described in Annex 2. These will play a key role in contributing to a long-term legacy for the community and for the landscape from this Landscape Partnership Scheme.
- 2.2. The commission requires regular travel and the ability to move freely around the Bay area including activities during the week and some occasional weekends and evenings.

### 3. Price and Payment Schedule

- 3.1 The total cost for delivery of this work is expected to be no more than £17,500 (excluding VAT).
- 3.2 The schedule for payment will be agreed on appointment. Monthly invoices should be submitted. These should include
- tasks completed and a brief monthly progress review
  - number of days spent on the project and travel costs. Travel costs will be agreed over and above the figure of £17,500 in 4.1, in accordance with the following
    - i. costs above £150 /month should be approved in advance
    - ii. all mileage to be claim from Kendal base in line with HMRC rates and allowances (mileage not paid between home and Kendal base or equivalent of)
    - iii. Public transport should be used when practical, 2<sup>nd</sup> class train travel.
    - iv. Subsistence can be claimed in addition, in line with CCC rules.
  - A budget of c. £400 in addition to this contract cost may be available for training, where it will support delivery.

### 4. Deadlines and Timetable

- 4.1. The successful consultant should initially discuss the scope of the work with the client to agree a detailed project timetable for the work.
- 4.2. Contract timetable:

Deadline for submission	12 midnight on 13 Aug 2015
Interviews (if required)	24 Aug 2015
Inception meeting	Early September 2015
Work to commence	End August / early September 2015
End of Contract	Early to Mid-July 2016

### 5. Project Management

- 5.1. The successful consultant will work closely with the Morecambe Bay Partnership team based at the Factory, Kendal, LA9 7DE and will be expected to be available to work from this office base.
- 5.2. The consultant will be expected to attend regular meetings with the team.
- 5.3. In conducting the work of this contract the consultant will represent Morecambe Bay Partnership/Headlands to Headspace.

- 5.4. You will be required to share files with the team and work within the existing systems. The documents you work on during this contract remain the property of the client and should be stored in the shared folders.
- 5.5. You will be responsible for your own NI and tax
- 5.6. You will discuss and agree work programmes and delivery monthly with the contract manager.
- 5.7. You will not get sick pay or paid leave.
- 5.8. Sub-contracting is acceptable with the agreement of the contract manager.
- 5.9. Either side may give 6 weeks' notice of termination.
- 5.10. During monthly review meetings, arrangements for back-up in case of illness or unforeseen challenges should be discussed.
- 5.11. You must report to the contract manager immediately if there are any unforeseen delays which may limit the ability to complete the work to schedule.
- 5.12. Contractors are required to provide brief progress reports every month.
- 5.13. Any information supplied by the client to the contractor and our partners, during the project must be returned at the end of the contract.

## **6. Tender requirements and submission**

- 6.1. Submissions should be sent by email to Susannah Bleakley [sb@morecambebay.org.uk](mailto:sb@morecambebay.org.uk) and to Sophie Cringle [h2h@morecambebay.org.uk](mailto:h2h@morecambebay.org.uk) and will be acknowledged. These should arrive by date shown on the timetable. Late submissions will not be accepted.
- 6.2. Anticipated competencies of the chosen consultancy include:
  - Track record – details of previous experience and similar commissions, including project planning and management, contract management, events management experience in planning, managing, promoting and running events, and working with and supporting volunteers and community groups.
  - Knowledge and understanding of community engagement and best practice in relation to heritage programmes and knowledge of partnership working in relation to heritage, arts and/or community projects.
  - Good IT and communication skills
  - Fixed fee proposal with hourly rates
  - Team members - details of the team members and their experience and hourly rates. Please provide CVs (4 pages max) including qualifications and relevant experience, and contact details for two referees.

## **7. Selection / Award Criteria**

- 7.1. The proposal should be as brief as possible while also demonstrating the requirements detailed in the brief. Please submit the following information in your tender for us to evaluate your response.
- 7.2. Please provide details of 2 or 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
- 7.3. Costs including a breakdown of each consultant's role, day rate, number of days working on this brief, purchases, and other expenses.
- 7.4. Copies of your insurance certificates, including public liability. Please list the insurance that you hold.
- 7.5. Any other information that you consider appropriate to inform us of your suitability for this project.
- 7.6. Office facilities will be provided by Morecambe Bay Partnership, so no overheads should be included in your costs.

## **8. General Conditions:**

- 8.1. Please refer to the Cumbria County Council Terms and Conditions, Appendix 1 attached, and ensure you are familiar with them. The contractor, by submitting a quote, will agree and adhere to these.
- 8.2. The contract manager is Susannah Bleakley, H2H Scheme Manager. She can be contacted via [sb@morecambebay.org.uk](mailto:sb@morecambebay.org.uk) 07760 884585, Morecambe Bay Partnership, The Factory, Castle Mills, Aynam Road, Kendal, LA9 7DE.
- 8.3. Please get in touch if you have any questions or concerns about anything in this brief. Ideally contact Susannah by 5pm Monday 10 August to allow enough time for a response and sharing of that response, if appropriate, before the deadline.

## Annex 1 - Executive Summary of the LCAP

# 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 Guides<sup>1</sup>
- 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

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<sup>1</sup> 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.

- 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**

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 £1.9million<sup>2</sup> 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 Bay. These include the Nature Improvement Area, Source to Sea 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.

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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<sup>2</sup> A development grant of £100,000 from the Heritage Lottery Fund supported the development phase for H2H between January 2012 and July 2013.

**Annex 2 – Outline of projects the consultancy will be responsible for.**

**This shows the current status and role for the consultancy in relation to the funded projects in the H2H Scheme. It's a guide, things will change and there will be a need for flexibility.** \* Column two relates to the timescales for delivery of specified projects in the H2H Scheme. Year 1 of the Scheme is 2014, Year 2 is 2015, Year 3 is 2016, Year 4 is 2017 and Year 5 is 2018.

LCAP Programme & project number	Project delivery in years*	Project title	Brief description	Current status	Task to be delivered over the period September 2015 to June 2016.
<b>Community Participation</b> Project 8	1-5	Oral History Recording – fishing communities	An oral history and dialect project working with volunteers to collect memories of the Bay's fishing communities before they are lost. Volunteers will be trained by an external facilitator to undertake recordings. A new archive will be formed which will also be used to study dialect, and be use creatively with schools, in radio sessions and in other ways around the Bay.	Project now live. Full budget costed and detailed project plan written. Equipment purchased. A specialist facilitator has been appointed to train, recruit and support volunteers, find respondents and also undertake some recordings.  The first round of training has been completed in Morecambe. Volunteers are now active - collecting stories and are being managed by the facilitator.	Provide contract management to the external facilitator. Support and work with MBP to recruit further volunteers in other target areas around the Bay. Manage the project plan, budgets and keep the project moving forwards. Develop the dialect aspects.  Develop the creative side of the project working with schools, radio and museums/exhibits as required and according to the project plan.
<b>Community Participation</b> Project 9	2-5	Memories and Histories	An intergenerational oral history project led by an external facilitator delivering reminiscence and schools sessions around the Bay. The project is designed to: engage new audiences and collect personal memories about the Bay; support the delivery of reminiscence sessions which	Project imminent. Project costed and full plan written. Facilitator contract to deliver the project is currently being advertised and is expected to start in Aug/September 2015. Some further development of the project plan with appointed facilitator is expected in the	Get the project up and running; steer/develop the agreed project plan as required; attend project events; manage the project budget; promote and publicise the project.

			bring known health and wellbeing benefits; bring young and old together to share memories and created a more deeply rooted sense of belonging in younger people	early stages.	
<b>Community Participation</b> Project 10	1-5	Bay Festivals & Events	To plan, publicise and deliver a range of events and festivals that showcase the Bay, its cultural and natural heritage and achievements of the H2H scheme. Small, regular community events are to be planned each year (walks, talks, open days, workshops etc.) with larger festival events in 2016 & 2018 that celebrate H2H achievements	Project now live: 8 out of 15 events for 2015 now delivered. Remaining events are planned with venues, dates etc. fixed.	Deliver extensive promotion of remaining 2015 programme; attend and support events; record data of participation and engagement; develop the 2016 programme ideally before the end of the year (a list of ideas already exists but without venues/dates etc.) to produce annual events leaflet and get marketing underway in good time; promote all 2016 events; plan (or plan & deliver depending on chosen date)the 2016 H2H festival – loosely planned to be around the Bay’s archaeology and our other archaeology projects. Continue to record or develop ideas for events in 2017-18
<b>Access</b> Project 12	2-4	Station transport hubs & facilities	Project to improve public transport links, develop stations around the Bay and visitor hubs and improve facilities,	Project in research stage	Attend Access focus group meetings; Work with the Morecambe Bay Partnership (MBP) team to develop the project.
<b>Access</b> Project 13	3-4	Trampers	Trampers are all terrain mobility scooters. This project plans to provide a number of trampers for hire at key sites around the bay and identify and promote suitable routes.	Project in research stage.	Attend Access focus group meetings; Support work with contractors to scope and deliver programme; undertake further research around access issues/requirements in Bay area. Work with the MBP team and partners to develop the project.

<b>Access</b> Project 14	2-4	Three Special Routes	Identify, secure and publicise three routes spread around the Bay that are fully accessible for people with disabilities, including visual impairment, in order to promote the health benefits of coastal landscapes.	Project in research stage	Attend Access focus group meetings; work with the MBP team and partners to develop the project; support and deliver in line with specified budgets; where possible undertake further research with stakeholders/potential focus groups or specialists
<b>Training</b> Project 20	1-5	Oral History Recording	Volunteer training project to support projects 8 & 9 and create a legacy of oral history recording skills in the Bay's communities.	Project now live. Project planned in full as part of Project 8. Facilitator delivering sessions. Equipment purchased. Morecambe area training completed. Grange still to start.	Support for the continued recruitment of volunteers and arrange further training sessions.
<b>Training</b> Project 22	4-5	Seascape Schools	A programme of training courses, delivered by an external facilitator to support KS2 teachers enabling students to reconnect with the coast. Especially targeting schools in urban deprived or rurally isolated coastal communities	Project in research stage	Gather ideas/begin to set up meetings. Begin to develop a project plan.
<b>Training</b> Project 23	2-5	Maritime Museum Archives – Recording Our Bay	Project supporting joint working between Lancaster Maritime Museum, Barrow Dock Museum and Archives Services around the Bay to develop a shared Bay resource. This would include relevant collections from archives and museums and new products created from the H2H scheme such as oral histories, new archaeology research etc. to create a central database of information. Project aims to train	Project in research stage; outline project plan written; initial meetings with stakeholders have taken place. Early research into relevant technologies begun. Final product still to be agreed and this will depend on content starting to emerge from other projects.	Continue to monitor type and quantity of content being produced by H2H. Maintain contacts with Museums and archives. Gather ideas/further research for final product type.

			up and work with volunteers to create the digital content.		
<b>Training</b> Project 24	1-5	Heritage Volunteers & Volunteer Leaders	Develop a programme of volunteer coordination and training developing new activities relating to the Bay's heritage; develop an enhanced training programme for volunteer leaders	<p>Project Live Volunteer infrastructure now developed and implemented including: volunteer policy, application forms, volunteer handbook, role profile templates, volunteer newsletter</p> <p>Research underway into training gaps. Areas identified to take forward include: Option 1 - creating a programme of public training courses on heritage subjects. Option 2 – creating a training programme to develop Heritage Access Guides enabling a network of people around the Bay especially qualified to guide people with disabilities, visual impairments etc. to heritage sites around the Bay. Some further research into evidence of need required.</p>	<p>Write and distribute volunteer newsletter every 4-6 weeks; continue to recruit new volunteers and support existing; maintain volunteer systems and paperwork;</p> <p>Take forward the project plans for both options.</p> <p>Plan a programme of heritage training course for the public to begin in 2016.</p> <p>Continue to research Heritage Access Guides idea through meetings with relevant experts e.g. Galloways, Leonard Cheshire, Beaumont college, Disabled Ramblers, etc. Devise final plans and begin programming and delivery. Research possible extra funding streams</p>

## **Appendix 1 - (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 any 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 re-enacted 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 fulfill 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):

- 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
- 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 re-enactment 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;

c) keep the Premises reasonably clean and tidy while the Services are being performed

and shall leave them clean and tidy on completion; d) 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;

e) enter and/or occupy such Premises as a licensee; and

f) 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 of 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 fulfill.

#### **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:

- (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;
- (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
- 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:

- any of the events described in clause 18.1 occurs;
- 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;
- 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
- (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 of 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 however 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.