Consultants Brief

Heritage Volunteers Consultation & Evaluation

A project for ‘Headlands to Headspace’, Morecambe Bay’s Landscape Partnership Scheme funded by the Heritage Lottery Fund. Contract to be let by Morecambe Bay Partnership / Cumbria County Council.

1. Background

1.1. Morecambe Bay Partnership (MBP) wishes to appoint a consultant to: i) assess its existing heritage volunteer programme through a range of consultation and evaluation activities; ii) make recommendations for further development/support activities based on volunteer feedback; iii) help MBP plan and implement a new Morecambe Bay cultural heritage volunteers network.

1.2. The project is part of Morecambe Bay Partnership’s Headlands to Headspace (H2H) Landscape Partnership’s Scheme, which has been in delivery since 2014. The aims of the H2H Scheme are to deliver training, improve access and present the Bay’s heritage in fresh, new ways. The Scheme has been successful in bringing local people and new audiences together by delivering engaging activities, high quality events and meaningful volunteering opportunities. The projects being delivered in the Scheme are designed to significantly improve understanding of the natural and cultural heritage and help conserve this heritage for future generations. In doing so H2H 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 for the economy. It will also help to create and reinforce a sense of place for the Bay.

1.3. Since 2014 a diverse range of cultural and natural heritage projects have been delivered to investigate, record, preserve and protect key heritage sites, stories and wildlife around Morecambe Bay. A completely new in-house volunteer programme was set up in 2014 by Morecambe Bay Partnership to recruit, train and support volunteers to help achieve the H2H projects. This scheme approaches its conclusion at the end of 2018. Morecambe Bay Partnership is keen to support the ongoing development of heritage volunteering activities around Morecambe Bay into the future and wishes to enhance and reinforce existing volunteer networks where possible and offer training opportunities that would contribute to the ongoing provision of skills and confidence around the Bay in order to protect and celebrate the special heritage of the area. This could include developing a number of volunteer ‘leaders’ linked to different project types.

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1 To understand more about the Headlands to Headspace scheme, please read the Executive Summary included as Appendix 2.
2. Key Tasks

Morecambe Bay partnership is seeking a consultant (s) to help assess the current volunteer provision, collect feedback from the volunteers and plan a way forward for the future. Key tasks are as follows:

- Devise and implement a range of consultation methods (digital/phone/face-to-face as appropriate) for existing active volunteers. Analyse the results and comments. Report findings.
- Devise, implement and analyse the results of an on-line survey to be sent to those people who ‘expressed an interest’ in becoming a volunteer but who never engaged.
- Through the above consultation methods, research and assess further training / development needs and opportunities that would be of use to the volunteers in the longer term.
- Identify through the above consultation methods any individuals who would be willing to take on more responsibility in a ‘volunteer leader’ type role.
- Identify through the above consultation methods whether a Cultural Heritage Volunteers Network for Morecambe Bay would be desirable and what this might look like and how it might operate so as to be sustainable in the long term including identifying any realistic funding needs.
- Identify through the above consultation methods any future heritage projects volunteers would like to work on around the Bay or new types of project e.g becoming a volunteer guide to lead walks or tours
- Gather qualitative data reflecting the experiences of Morecambe Bay Partnership’s volunteers and map it against the H2H target outputs and outcomes
- Research the volunteer legacies of other Landscape Partnership Schemes or successful heritage volunteer groups and identify any best practice.
- Provide a detailed report on all findings and including suggestions for the future direction of Morecambe Bay heritage volunteers where it can be identified.
- Plan and implement the first Morecambe Bay Cultural Heritage Volunteers Network meeting working with Morecambe Bay Partnership Officers.

2.1 Target Outcomes

- Local people build skills and confidence and are able to direct this towards protecting and celebrating the Bay’s heritage
- More people are engaged and gain a greater appreciation, understanding, awareness and stewardship of the special heritage assets of the Bay.
- A network of guardians for the Bay’s Heritage.
2.2 Target Outputs

- A range of options for a minimum of 6 volunteer training events to support longer term heritage activity around the Bay.
- Full evaluation report
- Framework and first meeting of a cultural heritage volunteers network

3. Scope of the work

3.1. The Executive Summary of the ‘LCAP’ document is attached (Appendix 2). The LCAP outlines the Headlands to Headspace programme and is both an operations manual and business plan for the delivery of the H2H Scheme and will be available to the successful facilitator. It includes outline project plans for the 28 projects. This brief relates to part of Project 24 ‘Heritage Volunteers & Volunteer Leaders’ and is a key part of the legacy of the Headlands to Headspace scheme.

3.2. The consultant/s will:

- Work very closely with the Morecambe Bay Partnership team to gain an understanding of the H2H programme, the Bay area and the existing volunteers and associated projects
- Liaise with all active volunteers, gather evaluation and feedback to report back to the H2H team
- Identify volunteer training needs and discuss training requirements with the H2H team
- Create a model for a sustainable cultural heritage volunteer’s network or similar (subject to it being confirmed as welcome and useful to the volunteers) and devise and deliver the first meeting in 2018.
- Contribute towards the achievement of the above outputs and outcomes.

4. Price and Payment Schedule

4.1. The contract value is a maximum of £3500 (excluding VAT). The contract is expected to run from January 2017 and is expected to take approximately 10-14 days (for example it might be: 1 day meetings with MBP; 2 days planning consultation and creating surveys; 3-5 days of targeted consultation, 2 days processing responses and writing up findings, 1 day identifying training opportunities, 1 day undertaking research, 2 days planning and facilitating a Cultural Heritage Network meeting.)

4.2. This price covers consultant time to deliver the above outputs and all travel and other business expenses and overheads. The contract is a fixed price contract and all the key tasks will be required to be completed within the maximum sum available.

4.3. Contractors will be expected to have a robust contingency plan in place to cover accident/illness, will be expected to provide such information to Morecambe Bay Partnership and will be responsible for ensuring a contingency plan is in place throughout the entirety of the project/contract. This plan is to include time/cost of project handover and delivery of sessions at short notice (if required).
4.4. Morecambe Bay Partnership will draw a full contract up following the award of the contract. Payment will be made in stages on the satisfactory completion of the set milestones.

5. **Deadlines and Timetable**

5.1. The contract is to begin in January 2017 to be completed by 31\textsuperscript{st} May 2018. (However please note timetable below.) The deadline for tender submissions and suggested timetable is given below. The successful consultant/s should initially discuss the scope of the work with the client at the inception meeting to agree a detailed timetable for the work.

<table>
<thead>
<tr>
<th>Deadline for enquiries relating to the brief</th>
<th>Wed 13\textsuperscript{th} December 5pm</th>
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<tbody>
<tr>
<td>Deadline for submission</td>
<td>Wed 20\textsuperscript{th} December, 12 noon.</td>
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<tr>
<td>Interviews (if required)</td>
<td>Week commencing 8\textsuperscript{th} January</td>
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<tr>
<td>Inception &amp; planning meeting</td>
<td>Week commencing 15\textsuperscript{th} January 2018</td>
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<tr>
<td>Presentation of findings &amp; recommendations</td>
<td>By end of March 2018</td>
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<td>First Cultural Heritage Network Meeting</td>
<td>By end of May 2018</td>
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<td>End of contract</td>
<td>31\textsuperscript{st} May 2018</td>
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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 is required to attend meetings with the client, in Kendal, as detailed below.

   (i) Inception meeting with the client [and other appropriate stakeholders e.g. Focus Group] for an initial briefing to agree the scope of the project, timetable and communications and identify any operational difficulties that might be encountered.

   (ii) Informal meetings (in person or by phone, to be agreed) on a regular basis (minimum every 6 weeks).

   (iii) Presentation of findings to MBP team and recommendations

6.3. If submission material is required, the facilitators will be expected to submit a draft report. The client will then comment on the draft report before it is finalised.
6.4. The client requires 2 hard copy and a digital copy (in MS Word and PDF format) of any final reports/materials, which should be fully proof-read. A copy of any presentation materials used in the final report or in project meetings, workshop sessions or seminars will be required by the client for retention. We wish to see a draft and be able to comment on the draft report before this is finalised.

6.5. The client will hold the copyright on the work and its publication (including copyright on the brand and design). The report or the information from this research cannot be quoted from or used in any other project work without the written permission of the client.

6.6. 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. Work proposals and submission

7.1. Interested consultants should submit a proposal by Wednesday 20th December 2017 at 12 noon. Late submissions will not be accepted. Submissions should be sent by email to Michelle Cooper, H2H Community and Heritage Training Officer michelle@morecambebay.org.uk and copied to Sophie Cringle, Sophie@morecambebay.org.uk and will be acknowledged.

7.2. Anticipated competencies of the chosen consultant/s are:

- Knowledge & experience of the cultural heritage sector
- Knowledge/experience of delivering similar consultations/evaluations and, in particular, engaging and communicating with volunteers.
- Experience of processing gathered data and analysing results to make recommendations.
- Knowledge of/experience of setting up similar schemes of work
- Knowledge of the Morecambe Bay area

7.3. The proposal should be as brief as possible while also demonstrating the requirements below. Please submit the following information (7.4 – 7.13) in your tender for us to evaluate your response.

7.4. Please provide details of 2 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

7.5. Please provide CVs (2 pages max) for the personnel who would be involved in this contract. These should include qualifications and relevant experience.

7.6. 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
7.7. Your understanding and summary of the task including how you propose to work with us and our partners to help us to achieve the requirements of the brief.

7.8. Value for money.

7.9. Expertise in undertaking similar work.

7.10. Team structure – lead and contributors.

7.11. Costs including a breakdown of each consultant’s role, day rate, number of days working on the project, purchases, travel costs and other expenses.

7.12. Risk assessment

7.13. Any other information that you consider appropriate to inform us of you/your company’s suitability for this project.

8. Contract management

8.1. The contract manager is Michelle Cooper. Contact details are Morecambe Bay Partnership, The Factory, Castle Mills, Aynam Road, Kendal, LA9 7DE. michelle@morecambebay.org.uk 01539 734888/ 07760 881826.

8.2. 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. Please note these terms and conditions are unable to be changed once the contract has been awarded so any changes proposed, including those determined by any company legal/department should be raised prior to submission of the tender.

8.3. Please get in touch if you have any questions or concerns about anything in this brief. Contact Michelle Cooper by 5pm on Friday 8th December (or Sophie Cringle in her absence) to allow enough time for a response and sharing of that response, if appropriate, before the deadline.

9. Award Criteria

9.1. All submission must meet criteria listed at 7.4- 7.6 above. These are pass/fail criteria that will determine whether we score your proposals.

9.2. Tenders will be scored according to the following:

- Your understanding and summary of the task...............................................10%
- Your previous relevant experience ..............................................................35%
- Evidence of successfully undertaking similar work.....................................30%
- Knowledge of the Morecambe Bay area .....................................................5%
• Value for money .................................................................................... 20%
• TOTAL .................................................................................................... 100%

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.

10.2 The H2H team has access to data and support from their partners. This will be shared when appropriate/possible.
Appendix 2 – H2H LCAP Executive summary

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

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2 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.
- 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**

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 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 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

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

4 Section 9.3 summarises these other Schemes and initiatives running in parallel.
- 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.
Appendix 3: CCC Terms and Conditions for Services

(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 price 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 Provider notifies to the Council 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.

“Letter” means these terms and conditions for the provision of the Services issued by Council.

“Letter states otherwise” means the terms and conditions specified in this Letter and any particular terms applying to the Services.

“Party” 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.

3.1 The Provider shall perform the Services:

a) in accordance with industry best practice and using the best available technology;

b) in a manner which complies with all relevant laws and regulations;

c) in accordance with all applicable laws;

d) using staff who have appropriate skills, qualifications and experience;

e) using any materials or equipment which are necessary in the performance of the Services except as otherwise agreed in writing with the Council;

f) the reasonable satisfaction of the Council’s Representative.

3.4 Nothing in this Contract shall have the effect of transferring to the Provider the risk of fire or other loss or damage to any equipment or materials during the performance of the Services except as otherwise agreed in writing with the Council.

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

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

3.7 Where there is any conflict or inconsistency between the provisions of this Contract and the Acceptance Letter, then the latter shall prevail, provided that the Council 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 timelines set out in the Acceptance Letter in the event that the Acceptance Letter does not specify any timelines, 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.

4.4 In the event that the Provider fails to meet a date or dates set out in the Acceptance Letter, the Council may, in its reasonable discretion, provide for delivery of additional resources that are necessary from time to time to the performance of the Services.

5. REJECTION OF SERVICES

5.1 The Council shall be responsible for determining at its absolute discretion whether the Services provided by the Provider comply with the Acceptance Letter.

5.2 The Provider shall have the right to reject any or all of the Services provided by the Provider if:

a) they are not of a standard of excellence expected by the Council; or

b) they fail to comply in any material respect with the Instructions for the Services; or

c) are incorrect or incomplete in any material respect.

5.3 Following receipt of a notice of rejection of the Services, the Council may, in its reasonable discretion, provide for delivery of additional resources that are necessary from time to time to the performance of the Services.

6. SECURITY AND USE OF PREMISES

6.1 The Council acknowledges that the Council is subject to the requirements of the Freedom of Information 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). The Provider will co-operate with the Council (or the Party(M)) to enable the Council to comply with information disclosure requirements under the FOIA or EIR.

6.4 The Council may terminate the Contract and recover from the Provider for the amount of the Price which is not paid if the Council terminates this Contract (or any other contract the Provider has):

a) whereby the Council has the exclusive right of access to any person who shares a Protected Characteristic as defined in the Equality Act 2010 (whether it is on such grounds as matenity, gender, transgender, marital status, ethnicity, disability, age, religion and belief and sexual orientation or otherwise) in the performance of services in and the employment of its staff and sub-contractors; and

b) the Provider unlawfully discriminates either directly or indirectly and does not comply with the obligations of the Equality Act 2010 and any other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

7. SECURITY AND USE OF PREMISES

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

a) 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;

b) 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.

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 Price.

8.2 The Provider shall submit monthly in an invoice for the Services. The invoice shall contain the Order Number and a description of the Services. The Council shall pay within 30 days of receipt and shall release the Price payable on such invoice for immediate release to the Provider.

9. RECOVERY OF SUMS DUE

9.4 Where any of the above falls due to the Council, the amount then due shall be charged and recovered by the Council from the Provider on the terms set out in the Acceptance Letter or by the Council from any person who may receive any sums due to the Council.

10. AUDIT

10.1 The Provider shall keep and maintain for at least 6 years after the Contract has ended records which evidence the satisfaction of the Council with the services provided to the Council.

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). The Provider will co-operate with the Council (or the Party(M)) to enable the Council to comply with information disclosure requirements under the FOIA or EIR.

11.2 The Council shall be responsible for determining 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 (or 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. CONFLICTILITY

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.

14. INDEMNITY AND INSURANCE

14.1 The Council shall indemnify the Provider from and against all actions, claims, demands, losses, expenses (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 services provided by the Council, and otherwise to any person which may result directly from any defect in the Services or any negligence of the Council.

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 and 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 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 or by the Council where the Provider or the Council is liable to any person in respect of breach of this Contract.

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 The Council shall indemnify the Provider to continue such insurance with a reputable insurer for a period of 3 years following completion of the Services.

14.6 The Provider or any other party or the Council under this Contract.

14.7 Notwithstanding any other provision of this Contract neither Party shall be liable for any breach of contract or negligence of the Council or any of its employees or agents, save for death or personal injury caused by its negligence, or any other act 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 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 they 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 subcontract 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:

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 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;

d) where the Provider is an individual, if it 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. CONSEQUENTIALS OF TERMINATION

19.1 On the expiry of this Contract or its termination 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 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 been transferred to the Council.

19.4 Where the Contract is terminated due to Provider default the Provider shall offer any Services 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 or the other party at the time being in receipt of the other party’s address for communications. Where the Council is the other party the notice must be deemed to have been received by the Council after 15 Business Days of posting.

20.2 Communication to the Provider shall be sent by first class post to an address given for on the Acceptance Letter not its address for invoice and marked for the Council’s Representative.

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. BREBIDERRY AND CORRUPTION

22.1 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 for doing 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;

b) if the like acts shall have been done by any person in the employment or on behalf of the Provider (whether with or without the Provider’s knowledge);

c) if it results from any contract with the Council or the Provider or any person in the employment of or acting on behalf of the Provider’s behalf has committed any offence under the Bribery Act 2010, or shall have given any fee or reward 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 of arbitrators or by a scheme of which they were, or were eligible to be, members of prior to the relevant transfer under this Contract or are afforded pension rights which are certified by the Government actuary department or by a scheme of which they were, or were eligible to be, members of prior to the relevant transfer under this Contract.

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 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 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 the termination of this Contract (including but not limited to clauses 10, 13, 14.1, 14.2, 14.3, 14.4, 14.5, 14.6, 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, proceedings, or other cause of action for similar breaches 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 third parties 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 for the purposes of the Council or as part of the procurement exercise. The Provider shall indemnify the Council against any financial losses or harm suffered by the Council or its employees as a result of any breach of 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 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 client basis) which the Council may incur as a result of or in connection with any breach of clause 29.2.

30. PENSION

30.1 The Council shall ensure that all transferring employees who were on the Council’s pension scheme or were eligible to be on the Council’s pension scheme of which they were, or were eligible to be, members of prior to the relevant transfer date under this Contract, are afforded pension rights which are certified by the Government actuary department or by a 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 30.1, even though they are not party to this Contract. This does not extend to any other clause in this Contract.

H2H Heritage volunteers consultancy

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