Appendix 1 – 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

1 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
• 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\(^2\) 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\(^3\). 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

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.

\(^2\) A development grant of £100,000 from the Heritage Lottery Fund supported the development phase for H2H between January 2012 and July 2013.

\(^3\) 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.
Project 1: Lookouts and conservation of other built heritage features

This project includes the development and implementation of conservation management plans to secure the long-term management of key built heritage assets within their landscape context. These assets will include (i) Second World War Heritage, (ii) Headlands and Lookouts, (iii) Ritual and Religious Sites. Eight key sites were identified during the development stage of H2H to be the focus of this project namely:


Tasks within this project will include:

- Documentary research led by Consultant(s) and Cultural Heritage Officer (all sites)
- Detailed recording of sites (Walney WW heritage; Kirkhead Summer House; Hampsfell Hospice; Jenny Brown’s Point; Cockerham Observation Tower)
- Bracken clearance (Birkrgg)
- Litter collection (Warton Crag; Birkrgg)
- Survey and investigation (Birkrgg)
- Consolidation and/or repair (Walney; Kirkhead Summer House; Hampsfell; Jenny Brown’s Point; Cockerham)
- Interpretation (all sites)
- Adopt a monument (Birkrgg, Warton, Jenny Brown’s Point)
- Heritage Open Days (all sites)

Implementation will be supported by the community adopting monuments (Project 18) and strongly linked to other access, participation and training projects (such as Projects 7 and 17).

Research, planning, survey, fieldwork and production of interpretation and reports, will be delivered by the Cultural Heritage Officer and consultants, and fieldwork supported by volunteers, where appropriate.

Outputs Project 1:
1 site removed from Heritage at Risk register
10 sites surveyed
10 condition assessment surveys completed
2 conservation management plans developed
8 + sites improved and conserved
8 + Publications and interpretation materials developed
40 + volunteers engaged
> 250 volunteer days
> 60 consultants days
8 Heritage Open Days

Outcomes Project 1:
Heritage in better condition, better identified and recorded.
Much greater profile and appreciation of Morecambe Bay’s rich cultural heritage.
Better local protection of aspects of the Bay’s built heritage including WWII and maritime lookouts.
Increased local pride and ownership of lookouts and other maritime heritage by the community.
Appendix 2: Additional Information about sites to be surveyed

1. The embankment site and associated Jetty at Jenny, Brown’s Point, Silverdale

This is a priority survey site, as the shifting sands may cover up the embankment that extends c.1km out to the Bay. Survey to be undertaken as soon as possible.

The site is situated off Jenny Brown’s Point (near to Lindeth Road), to the south-east of Silverdale, Lancashire.

More information about this site can be found on p.158-159: https://content.historicengland.org.uk/images-books/publications/nwrcza-phase2-project-report/nwrcza-phase2-chap5pt1.pdf/

2. Kirkhead Tower, Kent’s Bank, Silverdale

Kirkhead Tower is a early 19th century summerhouse, situated on a hill to the north-west of Kent’s Bank and south-west of Grange-over-Sands. It is a Grade II listed building and further information about this site can be found here: www.imagesofengland.org.uk/Details/Default.aspx?id=76986&mode=quick
3. Hampsfell Hospice

Hampsfell Hospice is located to the north of Grange-over-Sand on Hampsfell Fell. It is a mid-19th century building, constructed by the Vicar of Cartmel to provide walkers shelter and a place to rest. From the top of the Hospice there are the most magnificent panoramic views across Morecambe Bay and the Lake District, which is to be captured as part of this survey.

It is a Grade II listed building and more information about the site can be found here: www.imagesofengland.org.uk/Details/Default.aspx?id=76910&mode=quick

4. Northern Walney Military Sites (Gunners and Rifle Range)

These site are located on North Walney Nature Reserve, to the northern end of Walney Island. Capture of aerial data and 3D models would provide a permanent record of these sites (which are currently under threat from erosion) and also inform about how they functioned together. The Rifle range has been subject to vandalism. More information about these site can be found in the Rapid Coastal Zone Assessment (p.209-211): https://content.historicengland.org.uk/images-books/publications/nwrcza-phase2-project-report/nwrcza-phase2-chap5pt1.pdf/
5. Central Walney (Golf Course)

The former Fort Walney is located within the central area of Walney Island and all the features relating to the military landscape are situated on land owned by the golf course. This may limit the times when surveys can be conducted. The main features of interest are two searchlight emplacements which are in a poor state of repair and require recording and/or conserving before they deteriorate any further.

More information about these sites can be found at:
http://www.users.globalnet.co.uk/~rwbarnes/defence/walney.htm

6. Southern Walney (South Walney Nature Reserve)

This area contained two costal batteries and there is a vast array of monuments located both to the west of the Visitor Centre and at the southern tip of the Island. Survey of these buildings would also include capture of 2D stills of the landscape, to identify and locate all the features that relate to these batteries. The two main sites that require 3D recording are a searchlight emplacement and artillery store.

More information about these sites can be found on P.216-225:
Appendix 3: Cumbria County Council Standard Terms and Conditions

(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, 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 the 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 to 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 firm, person or company who is to provide the Services identified in the Acceptance Letter.

"Services" means the services described in the Acceptance Letter.

"These 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 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 amends 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 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 The Provider shall be entitled 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:

a) with reasonable skill, care and diligence;

b) in accordance with industry best practice and using the best available techniques and standards;

c) with reasonable skill, care and diligence;

d) pay the costs of

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 Council shall ensure that it and all its employees hold all relevant licenses permits and authorizations to allow the lawful performance of the Services.

3.6 The Provider shall ensure that all approvals, certificates, authorizations, permits, licences, permits, regulations and consents necessary from time to time for the performance of the Services including without limitation any 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 Services and the requirements of a Necessary Consents, then the latter shall prevail, provided that the Provider has made such 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 in accordance with the Acceptance Letter set out in the Acceptance Letter. In the event that the Acceptance Letter does not specify any timescale, the Provider shall comply with any reasonable timescales notified by the Council.

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

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

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

5. REJECTION OF SERVICES

5.1 The Council may at any time reject the Services or any part of the Services which in the reasonable view of the Council do 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 The Council may reject the Services in accordance with the Acceptance Letter or (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 of any premises and materials necessary for the Services delivered by the Provider which, in the reasonable view of the Council, is hazardous, not fit for purpose or noisy.

5.6 The Provider shall comply with any request it is at own expense.

6. PROVIDER’S PERSONNEL

6.1 The Provider shall maintain full Public Liability Insurance ($500,000) covering its employees and sub-contractors for the performance of the Services.

6.2 The Provider shall guarantee that all its personnel involved in the provision of the Services identified in the Acceptance Letter shall provide the Services in accordance with industry best practice and using the best available techniques and standards; and/or

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:

a) comply and shall ensure that its sub-contractors and agents comply with any rules or regulations applied by the Council in relation to security at the 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. 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 the 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

7.2 If the Provider fails to meet a date or dates set out in the Acceptance Letter (including any fixtures and fittings of the Premises) done by its employees, agents or sub-contractors other than fair wear and tear;

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 all times as the Provider observes.

8. PAYMENT

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

8.2 The Council will normally aim to process and pay the invoice for the Services or 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 percentage of the Price payable.

8.3 The Council shall pay the Provider within 30 days of the date of the invoice in accordance with 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

9.1 Where the 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

10.1 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 but not be limited to details of the basis on which the sums are charged 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 requested by the Council 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 cooperate 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 what 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 Council 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 Council shall ensure that 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 or occupied by the Council, the Council shall ensure that the Provider of any health and safety hazards which may arise at or presented to the Provider. The Provider shall draw these hazards to the attention of any of its sub-contractors, sub-contractors or agents who may be affected by them and instruct such persons in connection with any necessary safety measures.

13. CONFLICTUALITY

13.1 The Provider undertakes to keep secret and not to disclose to its employees, sub-contractors and agents secret and do not disclose any information of a confidential nature which it may or which may come to its knowledge. Nothing in this clause shall be to apply to information already in the public domain or the possession of the Provider otherwise than by reason of breach of this clause.

13.2 The provisions of this clause shall survive the termination of this Contract however 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 default or 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 Any default or negligence or breach of any policy or policies of insurance providing reputable insurance company a policy of insurance and in the event of any part of the policy being invalid or unenforceable the Provider shall provide the Council with evidence that an alternative policy or policies of insurance are or will be available. The cost of such insurance shall be borne by the Provider.

14.4 The Provider shall provide 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 be entitled to request, at any time, that the Provider continues to maintain such insurance for a period of 3 years following completion of the Services.

14.6 The terms of any insurance or the amount of cover provided by the Provider or 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 to by both the Council and the Provider.

15.2 The Provider 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 accept whether the price is fair and reasonable.

16. ENGAGEMENT OR SUB-CONTRACTING

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

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

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

16.4 Owing 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 may incur under the Contract.

17. RIGHTS OF THIRD PARTIES

17.1 The intellectual property rights (including the copyright) in any reports, documentation or materials produced as part of this Contract shall be governed by and construed in accordance with the law.

17.2 The Council shall be entitled to retain a right to use, in perpetuity, any intellectual property rights in any reports, documentation or materials produced as part of this Contract.

17.3 The Council shall be entitled to such copyright moral rights as may be necessary to make it valid.

17.4 In no event shall the Council trade mark, registered design, copy.

17.5 Where this Contract provides for termination other than under clause 18 the rights to terminate the Contract set out in this clause are in addition to any other right to terminate set out elsewhere in the Contract.

18. TERMINATION

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

(a) A person or company is presented to the Council's bankruptcy or insolvency petition; or 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) Any identified action in relation to the obtaining of the performance of the contract or any other contract, with the Council or for forcing or forbearing or to cause any person in any way to do any of the acts described in clause 18.1 occurs or if such breach is capable of remedy.

(c) To do so;

The Council shall be entitled to terminate this Contract at any time by giving notice to the Provider.

18.2 The Council or the Council's agent may, at any time, and for any reason, terminate the Contract and recover from the Provider the amounts due to be paid to the Provider under the Contract and any other amounts due to the Council under the Contract.

18.3 Where the Contract is terminated due to the Provision of the Services, the Council shall be entitled to terminate the Contract without any notice or other right to terminate set out elsewhere in the Contract.

19. CONSEQUENCES OF TERMINATION

19.1 On the expiry of the term of this Contract or a 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 If in relation to any contract with the Council the Provider shall procure that all data and other material belonging to the Council or relating to the Services), shall be delivered to the Council forthwith.

19.3 The Council or relating to the Services or any negligence or breach of this Contract may suffer or incur as a result of such negligence or breach.

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 Provider giving the Council not less than 30 days notice of a changed address).

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

21. GOVERNING LAW

21.1 The 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 conRupToN

22.1 The Provider agrees to indemnify the Council from any claim however arising from the application of TUPE or the Acquired Rights Directive.

22.2 The Council shall be entitled to terminate the Council of any claim however arising from the application of TUPE or the Acquired Rights Directive.

22.3 Unless otherwise agreed by the Council, the Council shall, on request, provide the Council within 10 Business Days, accurate and complete information as is necessary to allow landlords to adequately assess the Council's obligations to provide term which shall remain in full force and effect.

23. SEVERANCE

23.1 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 be severed from the remainder of the Contract which shall remain in full force and effect to the extent permitted by law.

24. VARIETY

24.1 Any other 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.

25. WAIVER

25.1 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 rights or of any breach of any contractual terms, or as a waiver of any contractual rights of the Council, but without limitation of the generality of the foregoing, any party to this Contract or any other person in good faith relying on the information provided.

26. PUBLICITY

26.1 The Council 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.

27. INTELLECTUAL PROPERTY

27.1 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 assignment shall survive the termination of this Contract.

27.2 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 or be in contravention of any of the intellectual property rights of the Council.

28. PENSIONS

28.1 The Council shall indemnify the Provider 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 necessary safety measures.