

**DATED**

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**NORTHAMPTON TOWN CENTRE WAYFINDING PROJECT**

between

**West Northamptonshire Council**

and

**Maynard Design Consultancy Ltd**

West Northamptonshire Council  
The Guildhall, St Giles Square, Northampton, NN1 1DE

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This agreement is dated [DATE]

## **Parties**

- (1) West Northamptonshire Council of The Guildhall, St Giles Square, Northampton, NN1 1DE (**Authority**)
- (2) Maynard Design Consultancy Ltd incorporated and registered in England and Wales with company number 5441694 whose registered office is at 5 Baldwin Terrace, London N1 7RU (**Supplier**)

## **BACKGROUND**

- (A) The Authority has, through a competitive process, selected the Supplier to provide these services and the Supplier is willing and able to provide the services in accordance with the terms and conditions of this agreement.

## **Agreed terms**

### **1. Definitions and Interpretation**

- 1.1 The following definitions and rules of interpretation in this clause apply in this agreement.

**Authorised Representatives:** the persons respectively designated as such by the Authority and the Supplier.

**Best Industry Practice:** the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the KPIs, the term, the pricing structure and any other relevant factors.

**Bribery Act:** the Bribery Act 2010 together with any guidance or codes of practice issued by the relevant government department concerning the legislation.

**Catastrophic Failure:** any action by the Supplier, whether in relation to the Services and this agreement or otherwise, which in the reasonable opinion of the Authority's Authorised Representative has or may cause significant harm to the reputation of the Authority;

**Change:** any change to this agreement including to any of the Services.

**Change Control Note:** the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.

**Change Control Procedure:** the procedure for changing this agreement, as set out in Schedule 3.

**Charges:** the charges which shall become due and payable by the Authority to the Supplier in respect of the Services in accordance with the provisions of this agreement, as such charges are set out in the Supplier's Tender.

**Commencement Date:** 22 September 2023.

**Commercially Sensitive Information:** the information listed in the Suppliers Tender comprising the information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business or which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss.

**Confidential Information:** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this agreement, including but not limited to:

- a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
- b) any information developed by the parties in the course of carrying out this agreement;
- c) Personal Data;
- d) any Commercially Sensitive Information.

**Contracts Finder:** the government's publishing portal for public sector procurement opportunities.

**Contract Year:** any 12-month period starting on the Commencement Date and on each anniversary of the Commencement Date.

**Controller:** as defined in the Data Protection Legislation.

**Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

**Data Subject:** as defined in the Data Protection Legislation.

**Default:** any breach of the obligations of the relevant party (including abandonment of this agreement in breach of its terms, repudiatory breach or breach of a fundamental term) or any other default, act, omission, negligence of statement:

- a) in the case of the Authority, of its employees, servants, agents;
- b) in the case of the Supplier, of its Sub-contractors or any Supplier Personnel,

in connection with or in relation to this agreement and in respect of which such party is liable to the other.

**Default Notice:** is defined in clause 5.2.

**Dispute Resolution Procedure:** the procedure set out in clause 14.

**Domestic Law:** the law of the United Kingdom or a part of the United Kingdom.

**EIRs:** the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**Extension period:** shall have the meaning given to it in clause 3.1.

**FOIA:** the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Force Majeure:** any circumstance not within a party's reasonable control including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;
- e) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- f) collapse of buildings, fire, explosion or accident; and
- g) any labour or trade dispute, strikes, industrial action or lockouts (excluding any labour or trade dispute, strike, industrial action or lockout confined to the Supplier's workforce or the workforce of any Subcontractor of the Supplier).

**Health and Safety Policy:** the health and safety policy of the Authority as provided to the Supplier on or before the Commencement Date and as subsequently provided to the Supplier from time to time except any provision

of any such subsequently provided policy that cannot be reasonably reconciled to ensuring compliance with applicable Law regarding health and safety.

**Information:** has the meaning given under section 84 of FOIA.

**Initial Term:** the period commencing on the Commencement Date and ending on the 6 month anniversary of the Commencement Date.

**Insolvency Event:** where:

- a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or [(being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 **OR** (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply];
- b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;
- c) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company, limited liability partnership or partnership);
- d) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company, partnership or limited liability partnership);
- e) the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- f) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;
- g) [the Supplier (being an individual) is the subject of a bankruptcy petition or order;]
- h) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect

equivalent or similar to any of the events mentioned in (a) to (h) (inclusive);

j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business;

k) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

**Intellectual Property Rights:** patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Law:** the laws of England and Wales and the European Union and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Supplier must comply.

**Necessary Consents:** all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents necessary from time to time for the performance of the Services.

**Personal Data:** as defined in the Data Protection Legislation.

**Processor:** as defined in the Data Protection Legislation.

**Prohibited Act:** the following constitute Prohibited Acts:

a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity;

b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;

c) committing any offence: (i) under the Bribery Act; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud the Authority;

d) any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK.

**Relevant Requirements:** all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

**Remediation Notice:** a notice served by the Authority in accordance with clause 24.1(a).

**Replacement Services:** any services that are identical or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the termination or expiry of this agreement, whether those services are provided by the Authority internally or by any Replacement Supplier.

**Replacement Supplier:** any third party supplier of Replacement Services appointed by the Authority from time to time.

**Representatives:** means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisors.

**Request for Information:** a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

**Services:** the services to be delivered by or on behalf of the Supplier under this agreement, as more particularly described in Schedule 1.

**Supplier Party:** the Supplier's agents and contractors, including each Sub-Contractor.

**Supplier Personnel:** all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

**Supplier's Tender:** the tender submitted by the Supplier and other associated documentation set out in Schedule 2.

**Sub-Contract:** any contract or agreement, or proposed contract or agreement, between the Supplier and a third party pursuant to which that third party agrees to provide to the Supplier the Services or any part of the Services.

**Sub-Contractor:** the third parties that enter into a Sub-Contract with the Supplier.

**Term:** the period of the Initial Term as may be varied by:

- a) any Extension Period; or
- b) the earlier termination of this agreement in accordance with its terms.

**Termination Date:** the date of expiry or termination of this agreement.

**UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

**Working Day:** Monday to Friday, excluding any public holidays in England and Wales.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this agreement.
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes any subordinate legislation made under it, in each case from time to time.
- 1.9 A reference to **writing** or **written** includes fax and e-mail.
- 1.10 Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.
- 1.11 A reference to this agreement or to any other agreement or document is a reference to this agreement or such other agreement or document as varied from time to time.
- 1.12 References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.

- 1.13 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.14 If there is any conflict or inconsistency between the provisions in the main body of this agreement and the schedules, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of the agreement;
  - (b) Schedule 1 to this agreement;
  - (c) the remaining schedules to this agreement other than Schedule 2;
  - (d) Schedule 2 to this agreement.

## **Commencement and duration**

### **2. Term**

- 2.1 This agreement shall take effect on the Commencement Date and shall continue for the Term.

### **3. Extending the initial term**

- 3.1 The Authority may extend this agreement beyond the Initial Term by a further period or periods of up to [ONE] years (each such extension together with any such extensions, being the "**Extension Period**"). If the Authority wishes to extend this agreement, it shall give the Supplier at least [ONE] months' written notice of such intention before the expiry of the Initial Term or Extension Period.
- 3.2 If the Authority gives such notice then the Term shall be extended by the period set out in the notice.
- 3.3 If the Authority does not wish to extend this agreement beyond the Initial Term this agreement shall expire on the expiry of the Initial Term and the provisions of clause 28 shall apply.

### **4. Due diligence and Supplier's warranty**

- 4.1 The Supplier acknowledges and confirms that:
- (a) the Authority has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this agreement;

- (b) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of the Authority pursuant to clause 4.1(a);
- (c) it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Commencement Date) of all relevant details relating to the performance of its obligations under this agreement (including without limitation the suitability of Authority Premises); and
- (d) it has entered into this agreement in reliance on its own due diligence.

4.2 Save as provided in this agreement, no representations, warranties or conditions are given or assumed by the Authority in respect of any information which is provided to the Supplier by the Authority and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.

4.3 The Supplier:

- (a) warrants and represents that all information and statements made by the Supplier as a part of the procurement process, including without limitation the Supplier's Tender or response to any pre-qualification questionnaire (if applicable), remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the agreement; and
- (b) shall promptly notify the Authority in writing if it becomes aware during the performance of this agreement of any inaccuracies in any information provided to it by the Authority during such due diligence which materially and adversely affects its ability to perform the Services.

4.4 The Supplier shall not be entitled to recover any additional costs from the Authority which arise from, or be relieved from any of its obligations as a result of, any matters or inaccuracies notified to the Authority by the Supplier in accordance with clause 4.3(b), save where such additional costs or adverse effect on performance have been caused by the Supplier having been provided with fundamentally misleading information by or on behalf of the Authority and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Supplier shall be entitled to recover such reasonable additional costs from the Authority or shall be relieved from performance of certain obligations as shall be determined by the Change Control Procedure.

4.5 Nothing in this clause 4 shall limit or exclude the liability of the Authority for fraud or fraudulent misrepresentation.

## **The services**

### **5. Supply of services**

5.1 The Supplier shall provide the Services to the Authority with effect from the Commencement Date and for the duration of this agreement in accordance with the provisions of this agreement, including without limitation Schedule 1 and Schedule 2.

5.2 In the event that the Supplier does not comply with the provisions of clause 5.1 in any way, the Authority may serve the Supplier with a notice in writing setting out the details of the Supplier's default (a **Default Notice**).

### **6. Service standards**

6.1 The Supplier shall provide the Services, or procure that they are provided:

- (a) with reasonable skill and care and in accordance with Best Industry Practice;
- (b) in all respects in accordance with the Authority's policies set out in Schedule 1; and
- (c) in accordance with all applicable Law.

### **7. Compliance**

7.1 The Supplier shall ensure that all Necessary Consents are in place to provide the Services and the Authority shall not (unless otherwise agreed in writing) incur any additional costs associated with obtaining, maintaining or complying with the same.

7.2 Where there is any conflict or inconsistency between the provisions of this agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Supplier has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services and the Supplier has notified the Authority in writing.

7.3 The Supplier shall (and shall procure that the Supplier Personnel shall) perform its obligations under this agreement (including those in relation to the Services) in accordance with:

- (a) all applicable Law regarding health and safety; and
- (b) the Health and Safety Policy whilst at the Authority Premises.

- 7.4 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority's premises of which it becomes aware and which relate to or arise in connection with the performance of this agreement. The Supplier shall instruct the Supplier Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
- 7.5 Without limiting the general obligation set out in clause 6, the Supplier shall (and shall procure that the Supplier Personnel shall):
- (a) perform its obligations under this agreement (including those in relation to the Services) in accordance with:
    - (i) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
    - (ii) the Authority's equality and diversity policy as provided to the Supplier from time to time;
    - (iii) any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality law;
  - (b) take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or (any successor organisation); and
  - (c) at all times comply with the provisions of the Human Rights Act 1998 in the performance of this agreement. The Supplier shall also undertake, or refrain from undertaking, such acts as the Authority requests so as to enable the Authority to comply with its obligations under the Human Rights Act 1998.

## **8. Payment**

- 8.1 In consideration of the provision of the Services by the Supplier in accordance with the terms and conditions of this agreement, the Authority shall pay the Charges to the Supplier.
- 8.2 The Charges:
- (a) shall remain fixed during the Term; and
  - (b) are the entire price payable by the Authority to the Supplier in respect of the Services and include, without limitation, any royalties, licence

fees, supplies and all consumables used by the Supplier, travel costs, accommodation expenses and the cost of Supplier Personnel.

- 8.3 The Supplier shall invoice the Authority for payment of the Charges. All invoices shall be directed to the Authority's Authorised Representative and shall contain such information as the Authority may inform the Supplier from time to time.
- 8.4 The Authority shall accept and process for payment an electronic invoice submitted by the Supplier, where it complies with the standard on electronic invoicing and is undisputed. For these purposes, an electronic invoice complies with the standard of electronic invoicing where it complies with the standard and any of the syntaxes published in the UK version of Commission Implementing Decision (EU) 2017/1870 as it forms part of English law under the European Union (Withdrawal) Act 2018.
- 8.5 Where the Supplier submits an invoice to the Authority in accordance with clause 8.3, the Authority will consider and verify that invoice in a timely fashion.
- 8.6 The Authority shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date on which the Authority has determined that the invoice is valid and undisputed.
- 8.7 Where the Authority fails to comply with clause 8.5, and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 8.6 after a reasonable time has passed from the date on which it is received by the Authority.
- 8.8 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
- (a) terms having the same effect as clause 8.5 to 8.7 of this agreement; and
  - (b) a term requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards terms having the same effect as clause 8.5 to 8.7 of this agreement.

In this clause 8.8, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Authority in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this agreement.

- 8.9 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be determined in accordance with clause 14. Provided that the

sum has been disputed in good faith, interest due on any sums in dispute shall not accrue until 7 days after resolution of the dispute between the parties.

- 8.10 Subject to clause 8.9, interest shall be payable on the late payment of any undisputed Charges properly invoiced under this agreement in accordance with clause 9. The Supplier shall not suspend the supply of the Services if any payment is overdue.
- 8.11 The Charges are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice. The Supplier shall indemnify the Authority against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for, or to pay, any VAT relating to payments made to the Supplier under this agreement.
- 8.12 The Supplier shall maintain complete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Authority pursuant to this agreement. Such records shall be retained for inspection by the Authority for 6 years from the end of the Contract Year to which the records relate.
- 8.13 The Authority may at any time, set off any liability of the Supplier to the Authority against any liability of the Authority to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. Any exercise by the Authority of its rights under this clause shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.
- 8.14 All amounts due under this agreement from the Supplier to the Authority shall be paid in full without any set-off, counterclaim, deduction or withholding (other than deduction or withholding tax as required by law).

## **9. Interest**

- 9.1 Each party shall pay interest on any sum due under this agreement, calculated as follows:
- (a) Rate. 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
  - (b) Period. From when the overdue sum became due, until it is paid.

## **Staff**

## **10. Personnel used to provide the services**

- 10.1 At all times, the Supplier shall ensure that:
- (a) each of the Supplier Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
  - (b) there is an adequate number of Supplier Personnel to provide the Services properly;
  - (c) only those people who are authorised by the Supplier (under the authorisation procedure to be agreed between the parties) are involved in providing the Services; and
  - (d) all of the Supplier Personnel comply with all of the Authority's policies including those that apply to persons who are allowed access to the applicable Authority's Premises.
- 10.2 The Authority may refuse to grant access to, and remove, any of the Supplier Personnel who do not comply with any such policies, or if they otherwise present a security threat.
- 10.3 The Supplier shall replace any of the Supplier Personnel who the Authority reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Supplier Personnel for any reason, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- 10.4 The Supplier shall maintain up-to-date personnel records on the Supplier Personnel engaged in the provision of the Services and shall provide information to the Authority as the Authority reasonably requests on the Supplier Personnel. The Supplier shall ensure at all times that it has the right to provide these records in compliance with the applicable Data Protection Legislation.
- 10.5 The Supplier shall use its reasonable endeavours to ensure continuity of personnel and to ensure that the turnover rate of its staff engaged in the provision or management of the Services is at least as good at the prevailing industry norm for similar services, locations and environments.

## **Contract management**

## **11. Reporting and meetings**

11.1 The Authorised Representatives shall meet on [fortnightly] to discuss the requirements of the Service.

## **12. Monitoring**

12.1 The Authority may monitor the performance of the Services by the Supplier.

12.2 The Supplier shall co-operate, and shall procure that its Sub-Contractors co-operate, with the Authority in carrying out the monitoring referred to in clause 12.1 at no additional charge to the Authority.

## **13. Change control and continuous improvement**

13.1 Any requirement for a Change shall be subject to the Change Control Procedure.

13.2 The Supplier shall have an ongoing obligation throughout the Term to identify new or potential improvements to the Services. As part of this obligation the Supplier shall identify and report to the Authority's Authorised Representative quarterly in the first Contract Year and once every six months for the remainder of the Term on:

- (a) the emergence of new and evolving relevant technologies which could improve the Services;
- (b) new or potential improvements to the Services including the quality, responsiveness, procedures, benchmarking methods, performance mechanisms and customer support services in relation to the Services;
- (c) new or potential improvements to the interfaces or integration of the Services with other services provided by third parties or the Authority which might result in efficiency or productivity gains or in reduction of operational risk; and
- (d) changes in ways of working that would enable the Services to be delivered at lower costs and/or bring greater benefits to the Authority.

13.3 Any potential Changes highlighted as a result of the Supplier's reporting in accordance with clause 13.2 shall be addressed by the parties using the Change Control Procedure.

## **14. Dispute resolution**

14.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then the parties shall follow the procedure set out in this clause:

- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
- (b) if the Authorised Representatives are for any reason unable to resolve the Dispute within 30 days of service of the Dispute Notice, the Dispute shall be referred to the Authority's Assistant Director and the Supplier's [Managing Director] who shall attempt in good faith to resolve it; and
- (c) if the Authority's Assistant Director and the Supplier's [Managing Director] are for any reason unable to resolve the Dispute within 30 days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator shall be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (ADR notice) to the other party to the Dispute, requesting a mediation. The mediation will start not later than [NUMBER] days after the date of the ADR notice.

14.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings in relation to the Dispute under clause 37 which clause shall apply at all times.

## **15. Sub-Contracting and assignment**

15.1 Subject to clause 15.3, neither party shall assign, novate, subcontract or otherwise dispose of any or all of its rights and obligations under this agreement without the prior written consent of the other party, neither may the Supplier sub-contract the whole or any part of its obligations under this agreement except with the express prior written consent of the Authority, such consent not to be unreasonably withheld.

15.2 In the event that the Supplier enters into any Sub-Contract in connection with this agreement it shall:

- (a) remain responsible to the Authority for the performance of its obligations under the agreement notwithstanding the appointment of

any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;

- (b) impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this agreement and shall procure that the Sub-Contractor complies with such terms; and
- (c) provide a copy, at no charge to the Authority, of any such Sub-Contract on receipt of a request for such by the Authority's Authorised Representative.

15.3 The Authority shall be entitled to novate (and the Supplier shall be deemed to consent to any such novation) the agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority.

15.4 Without prejudice to the generality of this clause 22, the Supplier shall:

- (a) subject to clause 22.6, advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Term;
- (b) within 90 days of awarding a Subcontract, update the notice on Contracts Finder with details of the Subcontractor;
- (c) promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.

15.5 Each advert referred to at clause 22.4(a) shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.

15.6 The obligation at clause 22.4 shall only apply in respect of subcontract opportunities arising after the Commencement Date.

15.7 Notwithstanding clause 22.4, the Authority may by giving its prior written approval agree that a subcontract opportunity is not required to be advertised on Contracts Finder.

## **Liability**

### **16. Indemnities**

16.1 The Supplier shall indemnify and keep indemnified the Authority against all liabilities, costs, expenses, damages and losses incurred by the Authority arising out of or in connection with:

- (a) the Supplier's breach or negligent performance or non-performance of this agreement;
- (b) any claim made against the Authority arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Supplier or Supplier Personnel;
- (c) the enforcement of this agreement.

16.2 The indemnity under clause 16.1 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by the Authority are directly caused (or directly arise) from the negligence or breach of this agreement by the Authority or its Representatives.

## **17. Limitation of liability**

17.1 Neither party shall be liable to the other party, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any indirect or consequential loss arising under or in connection with this agreement.

17.2 The Supplier assumes responsibility for and acknowledges that the Authority may, amongst other things, recover:

- (a) sums paid by the Authority to the Supplier pursuant to this agreement, in respect of any services not provided in accordance with the agreement;
- (b) wasted expenditure;
- (c) additional costs of procuring and implementing replacements for, or alternatives to, the Services, including consultancy costs, additional costs of management time and other personnel costs and costs of equipment and materials;
- (d) losses incurred by the Authority arising out of or in connection with any claim, demand, fine, penalty, action, investigation or proceeding by any third party (including any Subcontract, Supplier Personnel, regulator or customer of the Authority) against the Authority caused by the act or omission of the Supplier; and
- (e) any anticipated savings.

17.3 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage arising out of or in connection with this agreement, including any losses for which the relevant party is entitled to bring a claim against the other party pursuant to the indemnities in this agreement.

- 17.4 Notwithstanding any other provision of this agreement neither party limits or excludes its liability for:
- (a) fraud or fraudulent misrepresentation;
  - (b) death or personal injury caused by its negligence (or the negligence of its personnel, agents or subcontractors);
  - (c) breach of any obligation as to title implied by statute; or
  - (d) any other liability for which may not be limited under any applicable law.

## 18. Insurance

- 18.1 The Supplier shall at its own cost effect and maintain with a reputable insurance company a policy or policies of insurance providing as a minimum the following levels of cover:
- (a) [public liability insurance with a limit of indemnity of not less than £5,000,000 in relation to any one claim or series of claims;]
  - (b) [employer's liability insurance with a limit of indemnity of not less than £5,000,000 **OR** in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims;]
  - (c) [professional indemnity insurance with a limit of indemnity of not less than £2,000,000 in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover;]
  - (d) [product liability insurance with a limit of indemnity of not less than £5,000,000 in relation to any one claim or series of claims,]

(the **Required Insurances**). The cover shall be in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of the agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.

- 18.2 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
- 18.3 If, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, the Authority may make alternative arrangements to

protect its interests and may recover the costs of such arrangements from the Supplier.

- 18.4 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the agreement.
- 18.5 The Supplier shall hold and maintain the Required Insurances for a minimum of six years following the expiration or earlier termination of the agreement.

## **Information**

### **19. Freedom of information**

- 19.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
  - (b) transfer to the Authority all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
  - (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request For Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
  - (d) not respond directly to a Request For Information unless authorised in writing to do so by the Authority.
- 19.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
- 19.3 Notwithstanding any other term of this agreement, the Supplier consents to the publication of this agreement in its entirety (including variations), subject only

to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.

- 19.4 The Authority shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Supplier shall assist and co-operate with the Authority to enable the Authority to publish this agreement.

## **20. Data processing**

- 20.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 20 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

- 20.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. Schedule 4 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.

- 20.3 Without prejudice to the generality of clause 20.1, the Authority will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.

- 20.4 Without prejudice to the generality of clause 20.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:

- (a) process that Personal Data only on the documented written instructions of the Authority which are set out in Schedule 4, unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Authority of this before performing the processing required by Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;
- (b) ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by the Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or

accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);

- (c) not transfer any Personal Data outside of the UK unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
  - (i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer;
  - (ii) the Data Subject has enforceable rights and effective remedies;
  - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
  - (iv) the Supplier complies with the reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
- (d) notify the Authority immediately if it receives:
  - (i) a request from a Data Subject to have access to that person's Personal Data;
  - (ii) a request to rectify, block or erase any Personal Data;
  - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
- (e) assist the Authority in responding to any request from a Data Subject and in ensuring compliance with the Authority's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (f) notify the Authority without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement;

- (g) at the written direction of the Authority, delete or return Personal Data and copies thereof to the Customer on termination or expiry of the agreement unless required by Law to store the Personal Data;
- (h) maintain complete and accurate records and information to demonstrate its compliance with this clause 20 and allow for audits by the Authority or the Authority's designated auditor pursuant to clause 22 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

20.5 The Supplier shall indemnify the Authority against any losses, damages, cost or expenses incurred by the Authority arising from, or in connection with, any breach of the Supplier's obligations under this clause 20.

20.6 Where the Supplier intends to engage a Sub-Contractor pursuant to clause 15 and intends for that Sub-Contractor to process any Personal Data relating to this agreement, it shall:

- (a) notify the Authority in writing of the intended processing by the Sub-Contractor;
- (b) obtain prior written consent from the Authority to the processing;
- (c) enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 20.

20.7 Either party may, at any time on not less than 30 Working Days' written notice to the other party, revise this clause 20 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).

20.8 The provisions of this clause shall apply during the continuance of the agreement and indefinitely after its expiry or termination.

## **21. Confidentiality**

21.1 Subject to clause 21.2, each party shall keep the other party's Confidential Information confidential and shall not:

- (a) use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this agreement;  
or
- (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 21.

21.2 The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential information:

- (a) which the other party confirms in writing is not required to be treated as Confidential Information;
- (b) which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
- (c) which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable law, including the FOIA or the EIRs;
- (d) which is in or enters the public domain other than through any disclosure prohibited by this agreement;
- (e) which a party can demonstrate was lawfully in its possession prior to receipt from the other party; or
- (f) which is disclosed by the Authority on a confidential basis to any central government or regulatory body.

21.3 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the party's obligations under this agreement, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,
- (c) and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 21.3.

21.4 The provisions of this clause 21 shall survive for a period of 6 years from the Termination Date.

## **22. Audit**

22.1 During the Term and for a period of 6 years after the Termination Date, the Authority (acting by itself or through its Representatives) may conduct an audit of the Supplier, including for the following purposes:

- (a) to verify the accuracy of Charges (and proposed or actual variations to them in accordance with this agreement) and/or the costs of all suppliers (including Sub-Contractors) of the Services;

- (b) to review the integrity, confidentiality and security of any data relating to the Authority or any service users;
- (c) to review the Supplier's compliance with the Data Protection Legislation, the FOIA, in accordance with clause 20 (Data Protection) and clause 19 (Freedom of Information) and any other legislation applicable to the Services;
- (d) to review any records created during the provision of the Services;
- (e) to review any books of account kept by the Supplier in connection with the provision of the Services;
- (f) to carry out the audit and certification of the Authority's accounts;
- (g) to carry out an examination pursuant to section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources;
- (h) to verify the accuracy and completeness of the Management Reports delivered or required by this agreement.

22.2 Except where an audit is imposed on the Authority by a regulatory body or where the Authority has reasonable grounds for believing that the Supplier has not complied with its obligations under this agreement, the Authority may not conduct an audit under this clause 22 more than twice in any calendar year.

22.3 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.

22.4 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Authority and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:

- (a) all information requested by the above persons within the permitted scope of the audit;
- (b) reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
- (c) access to the Supplier Personnel.

22.5 The Authority shall endeavour to (but is not obliged to) provide at least 14 Working Days' notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.

22.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause,

unless the audit identifies a material failure to perform its obligations under this agreement in any material manner by the Supplier in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.

22.7 If an audit identifies that:

- (a) the Supplier has failed to perform its obligations under this agreement in any material manner, the parties shall agree and implement a remedial plan. If the Supplier's failure relates to a failure to provide any information to the Authority about the Charges, proposed Charges or the Supplier's costs, then the remedial plan shall include a requirement for the provision of all such information;
- (b) the Authority has overpaid any Charges, the Supplier shall pay to the Authority the amount overpaid within 20 days. The Authority may deduct the relevant amount from the Charges if the Supplier fails to make this payment; and
- (c) the Authority has underpaid any Charges, the Authority shall pay to the Supplier the amount of the under-payment less the cost of audit incurred by the Authority if this was due to a default by the Supplier in relation to invoicing within 20 days.

### **23. Intellectual property**

23.1 In the absence of prior written agreement by the Authority to the contrary, all Intellectual Property Rights created by the Supplier or Supplier Personnel:

- (a) in the course of performing the Services; or
- (b) exclusively for the purpose of performing the Services,

shall vest in the Authority on creation.

23.2 The Supplier shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

### **Termination**

## 24. Termination for breach

- 24.1 The Authority may terminate this agreement in whole or part with immediate effect by the service of written notice on the Supplier in the following circumstances:
- (a) if the Supplier is in breach of any material obligation under this agreement provided that if the breach is capable of remedy, the Authority may only terminate this agreement under this clause 24.1 if the Supplier has failed to remedy such breach within 28 days of receipt of notice from the Authority (a **Remediation Notice**) to do so;
  - (b) if a Catastrophic Failure has occurred;
  - (c) if there is an Insolvency Event.
  - (d) if there is a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010.
  - (e) the Authority reasonably believes that the circumstances set out in regulation 73(1) of the Public Contracts Regulations 2015 apply.
- 24.2 The Authority may terminate this agreement in accordance with the provisions of clause 26 and clause 27.
- 24.3 If this agreement is terminated by the Authority pursuant to this clause 24, such termination shall be at no loss or cost to the Authority and the Supplier hereby indemnifies the Authority against any such losses or costs which the Authority may suffer as a result of any such termination.

## 25. Termination on notice

Without affecting any other right or remedy available to it, the Authority may terminate this agreement at any time by giving 3 months' written notice to the Supplier.

## 26. Force majeure

- 26.1 Provided it has complied with the remaining provisions of this Clause 26, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations.

26.2 The corresponding obligations of the other party will be suspended to the same extent as those of the Affected Party.

26.3 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event but not later than 7 days from its start, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event.

26.4 An Affected Party cannot claim relief if the Force Majeure Event is attributable to the Affected Party's wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event. The Supplier cannot claim relief if the Force Majeure Event is one which, in accordance with Best Industry Practice, the Supplier should have foreseen and provided for the cause in question.

26.5 The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.

26.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than 4 weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving 1 weeks' notice to the Affected Party.

## **27. Prevention of bribery**

27.1 The Supplier represents and warrants that neither it, nor any Supplier Personnel:

- (a) has committed a Prohibited Act;
- (b) to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or
- (c) has been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or

otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.

- 27.2 The Supplier shall promptly notify the Authority if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 27.1 at the relevant time.
- 27.3 The Supplier shall (and shall procure that its Supplier Personnel shall) during the Term:
- (a) not commit a Prohibited Act; and/or
  - (b) not do or omit to do anything that would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.
  - (c) have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;
  - (d) notify the Authority (in writing) if it becomes aware of any breach of clause 27.3(a) or clause 27.3(b), or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage in connection with performance of this agreement.
- 27.4 The Supplier shall maintain appropriate and up to date records showing all payments made by the Supplier in connection with this agreement and the steps taken to comply with its obligations under clause 27.3.
- 27.5 The Supplier shall allow the Authority and its third party representatives to audit any of the Supplier's records and any other relevant documentation in accordance with clause 22.
- 27.6 If the Supplier is in Default under this clause 27 the Authority may by notice:
- (a) require the Supplier to remove from performance of this agreement any Supplier Personnel whose acts or omissions have caused the Default; or
  - (b) immediately terminate this agreement.
- 27.7 Any notice served by the Authority under clause 27.6 shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this agreement shall terminate).

## **28. Consequences of termination or expiry**

- 28.1 On termination or expiry of this agreement the Supplier shall procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services), shall be delivered to the Authority forthwith and the Supplier Authorised Representative shall certify full compliance with this clause.
- 28.2 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry, including clause 16 (Indemnities), clause 17 (Limitation of Liability), clause 18 (Insurance), clause 19 (Freedom of Information), clause 20 (Data Processing), clause 21 (Confidentiality), clause 22 (Audit), clause 24 (Termination for Breach) and this clause 28 (Consequences of termination), shall remain in full force and effect.
- 28.3 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the Termination Date.

## **General provisions**

### **29. Waiver**

No failure or delay by a party to exercise any right or remedy provided under this agreement or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

### **30. Rights and remedies**

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

### **31. Severability**

- 31.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

31.2 If any provision or part-provision of this agreement is deemed deleted under clause 31.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

## **32. Partnership or agency**

32.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

32.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

## **33. Third party rights**

33.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.

## **34. Publicity**

The Supplier shall not:

- (a) make any press announcements or publicise this agreement or its contents in any way; or
- (b) use the Authority's name or logo in any promotion or marketing or announcement of orders,

except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.

## **35. Notices**

35.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case).

- 35.2 Any notice shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address;
  - (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Working Day after posting; or
- 35.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 35.4 A notice given under this agreement is not valid if sent by email.

### **36. Entire agreement**

- 36.1 This agreement and the documents referred to in it constitute the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 36.2 Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

### **37. Governing law**

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

### **38. Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed by Stuart  
Timmiss for and on  
behalf of WEST  
NORTHAMPTONSHIRE  
COUNCIL

.....  
Chief Officer

Signed by Simon Lee  
for and on behalf of  
Maynard Design  
Consultancy Ltd



.....  
Director

## **Schedule 1 Specification**



**Northampton Town Centre Wayfinding Strategy**  
**Brief for Consultants**

**Introduction**

West Northamptonshire Council are seeking to appoint wayfinding consultants for the development of a wayfinding strategy and design of new wayfinding to complement the wider regeneration of Northampton Town Centre. We are looking for a supplier to use a modern design to create a network of signage which enhances the legibility of the Town Centre.

This project directly aligns with the Northampton Town Centre Masterplan and the vision to repurpose the town centre with new experiences and businesses; increasing footfall, enhancing cultural opportunities, with locations and assets better connected. It also compliments the Northampton Town Centre Towns Fund projects which directly respond to the need to support the repurposing and rejuvenation of the town centre particularly in response to the impact of the pandemic on the High Street. It will also help to achieve the aim of increasing footfall into the town centre in response to extensive consultative and survey work undertaken by West Northamptonshire Council.

The Northampton Town Centre Masterplan (2019) sets out the Council's ambitions to re-imagine the town centre, identify catalyst projects to transform Northampton town centre into a vibrant and attractive place, where people can live, work, and enjoy life to the fullest. This collective vision for the town centre is based around the key principles of:

- Transforming the heart
- Smaller and stronger retail core
- Creating a residential community
- Culture, History and Heritage

The masterplan identifies several character areas that look to establish a network of positive and safe public spaces and routes across the town centre, connecting the emerging districts and neighbourhoods to support greater social integration. These areas are:

- Market Square
- Greyfriars
- Abington Street
- Cultural Quarter
- Greyfriars

These districts should be considered in the wayfinding commission to better connect and establish routes and navigation between them.

**Background**

Northampton is undergoing a period of significant regeneration with major investment in its public realm such as the multi-million-pound transformation of the historic market square and the public realm transformation of Abington St and Fish – two key streets in the town centre –

and the redevelopment of key sites in the town centre. These projects will help make Northampton a more attractive place to live and work.

The Northampton Town Centre Masterplan (2019) identified the need to improve wayfinding and signage throughout the town centre. Introducing new wayfinding and welcome signage represents a clear opportunity to improve the public realm in the Town Centre, support the improvements currently being made, and enhance the Town Centre's identity with high quality design. This will become increasingly important as the regeneration plans progress and new residents, business and visitors are attracted to the town.

Creative and intelligent design that complements and enhances this unique environment will be vital to the success of the project. This will ensure that the signage has longevity and fits in within the broader context of ambitious and transformative regeneration in the area.

The overall aims of this stage of the project are to:

- Wayfinding strategy for the Town Centre
- Design a wayfinding signage system that helps people to navigate the Town Centre
- Identify for removal the old signage that is at odds with the investment being made into public realm in Northampton Town Centre
- Employ creative and intelligent graphic and product design throughout that complements and enhances the environment, renews the Northampton Town Centre identity, and stands the test of time
- Use signage to encourage walking to and from the Town Centre
- Use signage to promote the retail, leisure and food and drink offer in the Town Centre, and within walking distance
- Design a family of signage that can be easily updated and maintained at minimal cost and takes into consideration future development plans.

The successful project will lead to the following outcomes:

- A framework for future wayfinding investment
- A Town Centre that's easier to navigate.
- Well designed and attractive wayfinding that takes into consideration the towns rich heritage but in a modern design.
- More journeys by foot to and from the Town Centre and to other close by destination areas.

This brief sets out the background to the proposals, defines the scope of the project and details the specification for the work.

### **The Project Team**

|                   |  |
|-------------------|--|
| Project Manager   | Alex Millar ( <a href="mailto:alex.millar@westnorthants.gov.uk">alex.millar@westnorthants.gov.uk</a> ) |
| Project Oversight | Deven Efde – Regeneration Manager  |
| Project Sponsor   | Kevin Langley – Head of Major Projects and Regeneration  |
| Highways Rep      | Chris Jarman   |
| Town Centre Rep   | Charlie Childs   |

### **Information**

Included with this brief are the following plans:

- Project Area

- Destinations
- Distances
- Destinations Further Afield
- Routes
- Key Arrival Points and Decision-Making Points

Note: with the exception of the project area plan' the other plans are for information only. The appointed consultants will be required to undertake their own analysis and present their own recommendations based on the scope outlined below.

## **Scope**

This comprises of an audit of the town's current wayfinding infrastructure, a legibility analysis of the town centre to identify the key locations for signage – monoliths and finger posts – and design.

We will expect the successful bidder to take us from a vision for signage across the Town Centre, to detailed graphic and product design, and finally to provide us with a wayfinding strategy and a specification for a manufacture and installation tender to run a competitive process to find a contractor who can manufacture and install the designs to a high standard, and within budget.

We are expecting the successful bidder to suggest the best possible use of the manufacture and installation budget to deliver a scheme that achieves the council's aims.

The initial project scope area is shown within the black line on the Project Area Plan.

It is envisaged that wayfinding signage will consist of monoliths and fingerposts to direct people to prominent locations within the black line boundary, and within close walking distance. This will include, civic buildings and monuments, green spaces, key businesses which drive footfall, and transport hubs. The final locations that signage will direct to will be determined in consultation with the successful bidder.

This tender only covers signage designed to be installed within the black line area shown on the Project Area Plan. However, in future, there may be scope to extend the remit beyond this area, especially if doing so will significantly further the achievement of the aims set out in this document.

Any extension of the scope beyond the black line area will be at the sole discretion of the council.

Any updates to maps or artwork, or repurposing of maps or artwork, after they have been finalised for the signage are within the scope of this contract. Any such work will be charged separately.

Once the successful bidder has been selected we will also provide:

- Additional information about public realm and regeneration projects to ensure proposals work in harmony with other development and public realm works
- Principles for content and mapping
- Any additional archive information about the town's history that we have, if requested
- Council brand guidelines

## **Requirement Specification**

The successful bidder will be expected to work closely with us to deliver excellent signage for the Town Centre that achieves our aims, as set out in the background section.

We will expect the project to be completed in several stages with a clear set of outputs delivered at each stage. We propose that this may be organised in the following stages, with corresponding deliverables.

Bidders are not necessarily expected to follow these stages, but they must deliver the essential outputs listed as part of the stages below.

Dividing the service into stages will also allow for multiple service periods, meaning the successful bidder can submit an invoice following the completion of the outputs specified for each service period.

### Stage 1: Wayfinding and welcome signage strategy and high level concepts

The successful bidder must review the wayfinding locations proposed in this document, and finalise locations based on their own assessments of the area and the limitations of the budget.

They must develop a wayfinding strategy confirming number, types and locations of signage and what content will be required across the different types of signs.

This stage must also establish how the signage system as a whole will achieve the council's aims set out in the background section.

They must also consider existing signage and where this can be replaced/ or needs to be removed. Removing out of date signage will be part of the manufacture and installation tender.

We must be able to review the strategy and request changes.

Essential outputs:

- Wayfinding strategy detailing:
  - the numbers, types and locations of signage
  - how signs interact with each other
  - how signs interact with the existing landscape, and future development plans
  - how these signs can achieve the aims, including use of content and mapping
  - where old signage can be replaced or needs to be removed
- An agreed list of destinations to be signposted – to be discussed and agreed with WNC. The list below is a 'starter for ten' for discussion with WNC officers and partners.

#### **Key buildings/locations**

- Railway Station
- Bus Station
- Coach Station
- Major car parks
- One Angel Square
- Guildhall
- Museum
- Royal & Derngate
- 78 Derngate
- Grosvenor Centre

- University
- All Saints Church
- Market Square
- Vulcan Works
- Sol Central
- Marefair Heritage Park
- Becketts Park

#### **Significant destinations further afield**

- Northampton General Hospital
- Northampton County Cricket Ground
- Franklins Gardens Rugby Ground
- Sixfields Football Ground
- Northampton Bike Park - easy to get to through back of university.
- Delapre Abbey - easy to get to through back of university.

#### **Other assets**

- Canal Marina
  - Riverside/canalside path
  - Northampton Skate Park
  - Northampton Active - White Water rafting etc.
  - Abington Park
  - The Racecourse
- Opportunity client review, feedback and changes until the aims are met.

### Stage 2: Concept design

This stage must deliver graphic design (e.g. typography, arrowing, pictograms, mapping, colour) and product design (e.g. form, materials colours, textures) proposals.

This stage must also see the development of a family of finger posts and monoliths. Each Monolith will be matching in height and thickness but will vary in width.

It is suggested that a wider monolith will be used at key arrival points such as the Railway Station, Bus Station and Coach Station where new visitors to the town will require extensive information on the town centre. With medium and narrow width monoliths used where additional information is required to supplement a fingerpost such as a small orientation map.

Where possible the totems should contain historical information specific to their location or the immediate vicinity, this could be information regarding the surrounding buildings or locale or relate to a notable person or event.

The totem design could take subtle queues from a significant event or person Northampton's past to ensure they are unique to Northampton and help reinforce Northampton's identity whilst at the same time being elegant, understated, and timeless. The totems will need to fit in with a number of different public realm settings both modern and historic and with varying palettes of materials.

This design ethos should also be reflected in the finger post design. Furthermore, the fingerpost design must allow for fingers to be orientated to as many points on the compass as possible whilst at the same time preventing the fingers from being pushed out of alignment.

The design, materials and construction of the fingerposts and monoliths should be as efficient and cost effective as possible and should ensure that future maintenance can be carried out as easily as possible, with parts and materials readily sourceable.

The colours, type font and materials must ensure that the wayfinding is readable in all weather conditions and during the day and night. It must also ensure it can be easily read by the visually impaired. The height the information is displayed at must also ensure it can be easily read by all users.

The successful bidder must present a range of distinct options for internal stakeholders to consider. Design concepts must be presented in a form that allows internal stakeholders to get a clear and accurate picture of what is being proposed.

We must be able to work closely with the successful bidder to develop concepts and it is expected that there will be scope for iterations of proposals.

The manufacture and installation costs must be considered and weighed when developing proposals.

Essential outputs:

- A range of initial concepts developed.
  - Graphic design concepts developed, including mapping, typography, arrowing, pictograms, colour.
  - Product design concepts developed, including form, materials colours and textures.
  - Design concepts demonstrably meet the stated aims.
  - Design concepts presented in appropriate format to give clients a clear and accurate picture.
- Client liaison throughout concept development process
  - Early sight/ discussion of initial concepts to allow for an early shift in direction if required within the scope.
- A final concept developed further, incorporating feedback, and approved.

### Stage 3: Detailed design

The successful bidder will use the final concept selected at the previous stage for detailed graphic and product design for all types of signage.

Essential outputs:

- Finalised graphic design, product design for all signs
- Approved drawings and artwork ready for use by manufacture and installation contractor
- Principles of construction and installation method
- Prototyping samples for review
- Confirmation that detailed design can be manufactured and installed within agreed budget (this will be disclosed to the appointed wayfinding consultant).

## Stage 4: Specification for tender and appointment of manufacture and installation contractor

This stage will produce a complete specification for WNC to run a competitive tender for manufacture and installation of the monoliths and finger posts.

Essential outputs:

- Complete specification for tender, including but not limited to:
  - Final precise location
  - Monolith and finger post design – full design and construction pack with dimensioned drawings and materials specification.
  - All artwork and detailed drawings

### **Performance Monitoring**

Performance of the commission will be monitored in the following ways:

- 1) Inception meeting to discuss methodology
- 2) Regular meetings to review progress
- 3) Production of outputs at each stage to be measured against client aims
- 4) Workshop with key stakeholders

### **Submission Evaluation and Pricing**

Submissions will be evaluated as follows:

| Criteria      | Sub Criteria          | Sub Weighting |
|---------------|-----------------------|---------------|
| Quality (70%) | Previous Experience   | 25%           |
|               | Key Personnel         | 25%           |
|               | Methodology Statement | 40%           |
|               | Programme             | 10%           |
| Cost (30%)    | Fee submission        | 30%           |

The quality questions are detailed below.

#### **1. Previous Experience**

This section should detail the relevant experience of the project team in line with this commission. Please outline two case studies which are of a similar scale and nature to this commission.

For each case study, please include:

- Scale of contract and timescales
- Objectives and key activities undertaken
- Main issues encountered and resolutions.
- The involvement of proposed staff and stakeholders
- References

There is 1,000-word limit.

## 2. Key Personnel

This section should provide an overview of the proposed team, including an indicative team structure and their respective roles, the details of proposed team members, including their relevant experience.

Note that the Council will require a dedicated team to be nominated for this proposed contract and that members of the team provided at tender stage shall not be substituted without prior agreement.

Bidders should provide CVs for all key project team members (a maximum of 2 pages per CV), which must include a “highlights” section summarising the experience and expertise most relevant to the project.

Submissions should detail the amount of each key team member’s time to be allocated to this project and at what key stage.

There is a 1,000-word limit. CV’s are not included in the word limit.

## 3. Methodology

This section should set out your proposed methodology for the delivery of the commission based on the sections, key activities, milestones and deliverables outlined above.

There is a 2,000-word limit.

## 4. Programme

The commission needs to be delivered by the end of January 2024. Please provide a programme illustrating how the deadline will be achieved. This section should include what key stages of activity there are, when they will be achieved and where you will require sign offs from the project team. Please provide a statement as to what controls will be put in place to ensure that the programme is followed and what personnel are working on each stage.

There is a 1,000-word limit.

## Cost Evaluation

Cost makes up 40% of the overall score.

- Please in your cost submission provide a fixed fee and detail how many hours will be spent on the commission against the personnel working on the project along with their day rate.
- **NOTE: The fee for this commission is capped at a maximum of £80,000 to include everything required to deliver this brief.**

When developing your cost submission, please note that the Council expect a number of meetings, presentations and workshops are likely to be required to inform the development of the commission and ensure stakeholder buy-in. As a minimum, please make provision for the following:

- Bi-monthly stakeholder meetings/presentations

- Fortnightly project team meetings

The lowest cost will receive full marks (40%.) All other cost submissions will be divided by the lowest cost to calculate what percentage of the full marks it will receive. Please see table below.

Appointment will be subject to West Northamptonshire Councils Terms & Conditions. A copy of which is attached to this brief.

### **Providing Quotation & Deadline**

West Northamptonshire Council is seeking to appoint a Wayfinding consultant on a fixed fee lump sum basis. Please therefore provide in your response your clearly set out proposals to undertake the work elements.

**Please Return your Quotation to:** Alex Millar [Alex.Millar@westnorthants.gov.uk](mailto:Alex.Millar@westnorthants.gov.uk)

**Returns date:** Monday 4 September – 12.00hrs

**Appointment/Commencement:** w/c Monday 11 September

**Inception Meeting:** Tuesday 18 September 10-12 (Teams meeting)

**Anticipated Completion:** January 2024

For further information please contact the Project Manager.

**Schedule 2 Supplier's Tender**

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4 September 2023

# **Northampton Town Centre Wayfinding & Signage Proposal**

for West Northamptonshire Council.

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## The Brief

West Northamptonshire Council's vision for Northampton Town Centre is to deliver a contemporary wayfinding scheme that supports the town's regeneration and future focused masterplan, whilst celebrating its rich culture, community and heritage. This document outlines Maynard's approach, methodology, timescales and fee for the town centre wayfinding study.



Image courtesy of Emmanuel Giel.

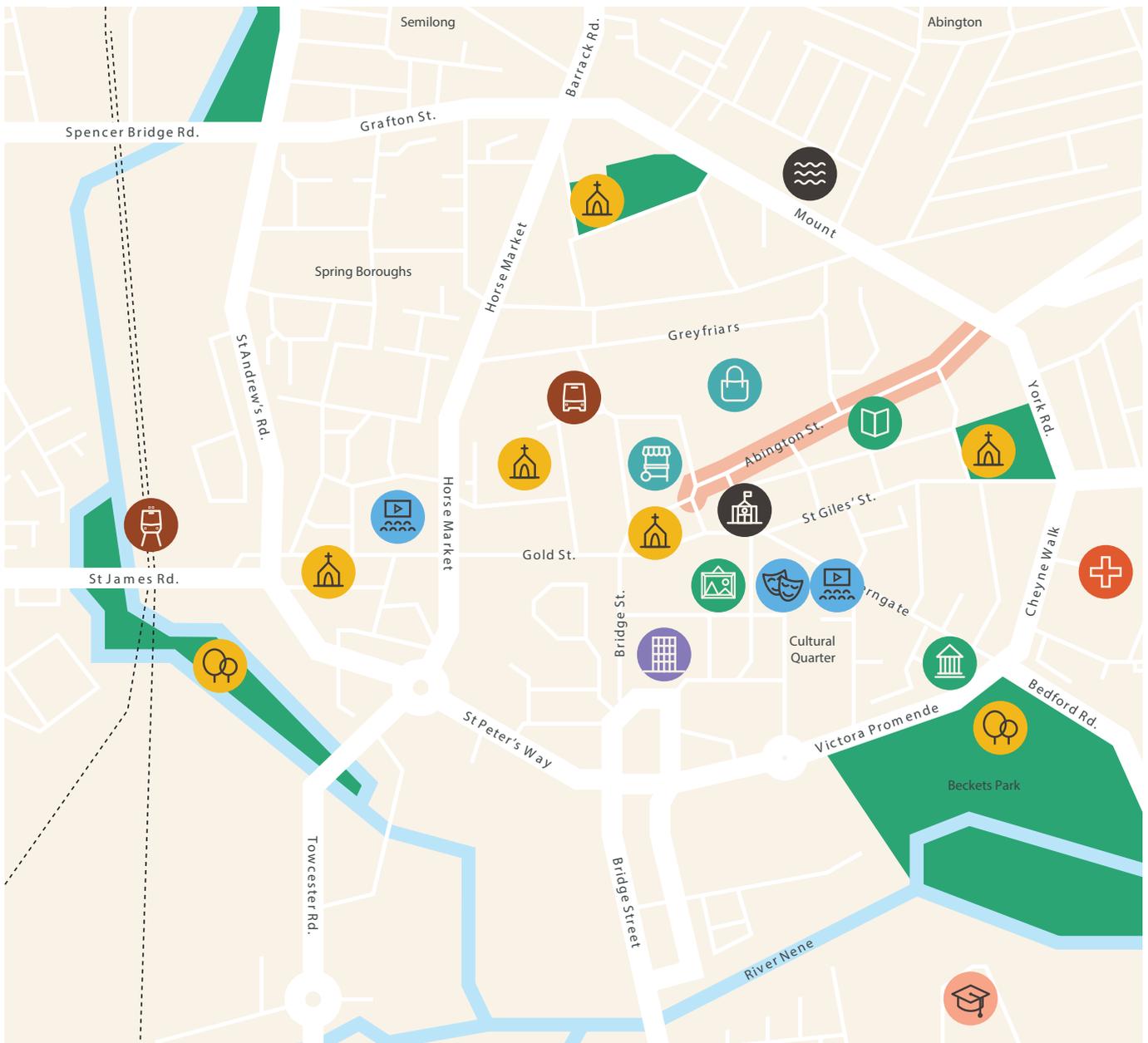
## 0.0 Introduction

The Northampton Town Centre Wayfinding strategy brief looks to:

- Complement the wider regeneration plan for Northampton Town including retail, residential, culture, history and heritage regeneration.
- Support broader regeneration and have longevity, to work alongside future masterplan updates as the town develops.
- Better connect and establish routes and the navigation between them.
- Utilise signage to encourage walking to and from the town, promoting all it has to offer, with an aim to increase footfall.

The new wayfinding will be:

- User centric, assisting residents and visitors in navigating the town with confidence and promoting informed choices.
- Modern and forward thinking, whilst taking into consideration the town's rich heritage and culture.
- Flexible and allow for easy change and maintenance as the town undergoes regeneration.
- Designed within the client's budget, whilst aiming to achieve the best possible quality outcome.
- A framework for future investment and be easy to roll-out across a wider area when required.



Wayfinding scope of town centre with proposed selected assets

## Previous Experience

Maynard is a multi-disciplinary design practice with expertise spanning the disciplines of wayfinding strategy, user experience, graphic and product design. Our diverse and complementary skill sets ensure that our clients benefit from a fully considered and user-centred design service.



Maynard's experience spans multiple sectors including transport and the public realm (above example: Southampton Legible City system for Southampton City Council and Hampshire County Council).

## Stevenage Town Centre

A bold information system celebrating the town's 20-year, £1bn regeneration programme



Stevenage occupies a unique place in British social history. As the first post-war New Town, it laid the blueprint for modern urban living, including the UK's first pedestrianised town centre. Now in need of rejuvenation, the town is undergoing a 20-year, £1bn regeneration programme to make Stevenage, once again, a town where people want to live, work and play.

### Scale of Contract, Timescales & Referee

- Maynard design budget: £50k
- Study area: Town Centre 0.6 km<sup>2</sup>
- Part of a £1bn, 20 year regeneration programme
- Duration: 7 months (strategy, design and supplier coordination)
- Referee: Kevin Langley (now Head of Major Projects at West Northamptonshire Council)

### Objectives & Key Activities

In recognition of Stevenage's ambitious large-scale regeneration programme, Maynard was commissioned to deliver a new town centre pedestrian wayfinding and on-street mapping system.

The aim of the project was to improve the public realm within the town centre with high quality design to support the recent and impending improvement works. The system needed to be sensitive to being physically relocated, and have graphics/content which could easily be updated as the regeneration of the area progressed.

In addition to encouraging increased walking through improved wayfinding information, the new system had to showcase a new visual identity that celebrated and promoted the progressive and sustainable vision of Stevenage, whilst simultaneously acknowledging the town's rich heritage and existing communities.

## 1.0 Previous Experience Stevenage Town Centre

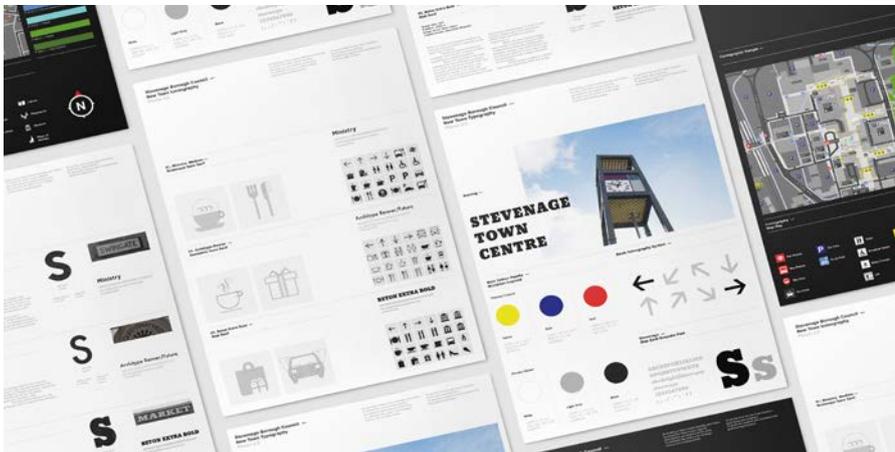
Maynard's response was a holistic wayfinding system which celebrates Stevenage's strong and unique local identity. The New Town's legacy includes having the first pedestrianised town centre in the country; an extensive and pioneering system of segregated cycleways, as well as a wealth of public art, all contributing to a distinct sense of place. These pieces of narrative were incorporated into the main totems as cues to the town's history, through imagery, text and engraved concrete panels featuring interpretations of nearby public art.

Both product range and graphic elements draw inspiration from the clock tower with its Dutch palette and Mondrian's strict grids — our ultimate barometer for the town's style.

The system also features a bespoke typeface. Inspired by store fronts and market signs dating back to the New Town's inception, the new typeface embodies the spirit of community we aimed for. A typeface with a certain Stevenage-ness that had since been slowly disappearing from view.

Key activities included:

- Delivery of a bespoke, evidence-based pedestrian wayfinding strategy informed by on-site audits, user surveys and questionnaire studies.
- Comprehensive system design (information, visual identity, graphic and product) from concept generation through to manufacture and implementation support.
- Stakeholder consultation and approvals including with residents, accessibility, heritage, conservation, tourism and regeneration officers.



A new identity was created to pay homage to the towns heritage yet remain modern and progressive



Public art celebrated through customised panels



The wayfinding system expands beyond standard signs, with a bespoke font and poster collection



Bespoke map highlighting the town's attractions

### Issues Encountered & Resolutions

**Issue:** Representing both the heritage of the town and the future vision for Stevenage within one system.

**Solution:** We developed a new visual identity, including a custom-made font based on legacy signage found around the town, with unmistakable on-street presence, celebrating Stevenage's rich heritage and ambitious vision. Inclusion of interpretive panels at the base of the signage provided rich information about the town's past, present and future.

**Issue:** Encourage walking and exploration of the local area, promoting what Stevenage has to offer. This was made more difficult as Stevenage is a historically vehicle orientated town and infrastructure for pedestrians is lacking and sometimes uninviting.

**Solution:** Whilst the very presence of the wayfinding signage looked to give pedestrians and cyclist more confidence in navigating the town, the map also helped to overcome some of the physical barriers associated with the town's infrastructure by clearly showing the topography of the town, indicating where there were steps, bridges, underpasses etc, allowing people to make informed journey decisions.

**Issue:** Providing up-to date information and wayfinding throughout the regeneration.

**Solution:** We created easily updateable sign products and modules which can be refreshed and relocated as the regeneration progresses over the next 20 years. This included standardised and interchangeable panels.

**Issue:** The town didn't have an existing brand or visual identity to work from.

**Solution:** Through the design of the wayfinding system we had to create a new identity for the town. This included a bespoke typeface and colour palette based on heritage signage and local architecture observed during our research and site visits. This identity was subsequently used in Council-led marketing materials and other visual communications.

**Issue:** With a multitude of redevelopment proposals in the pipeline, it was a sensitive time for the stakeholders including local residents and businesses; it was important to bring them all on board.

**Solution:** Workshops with local stakeholders made them feel involved and gave them a voice, helping to shape the wayfinding strategy and design so that everyone felt positive about the changes ahead and the steps being taken to improve the area.

**Issue:** Delivering the work quickly to coincide with the launch of the building works and on budget.

**Solution:** Early engagement with manufacturers during the design phases helped the team to determine



Welcome signage at key town centre gateways.

realistic budgets and manufacture/installation timings, whilst maintaining our design vision and quality. This coordination informed our detailed design choices in terms of materials and fixings and ensured our solutions were practical and functional from the beginning.

### Staff & Stakeholder Roles

Members of the proposed team for this brief who worked on the Stevenage project include:

- **Simon Lee Project Lead** - Had overall responsibility for the project (commercial and technical), attended coordination meetings and presentations, and was the main point of contact for the client throughout.
- **Hayley Branston Technical Reviewer** - Attended internal workshops, reviewing the work undertaken and provided strategic and design advice to the project team based on her local knowledge (as a local resident) and experience.

Stakeholder engagement on the project included:

- Council working group - including transport, regeneration, heritage and marketing teams.
- Consultation - with residents, local businesses and accessibility groups.
- Workshops - with multiple stakeholders to share designs and gain input.
- Public surveys - pedestrian counts and observations, speaking with members of the public on the ground to inform the strategy.

## 1.0 Previous Experience Stevenage Town Centre



A robust network of totems provide mapping and directions to key landmarks, connecting areas of the town



Totems supported by cost-effective and robust fingerposts

**“It has been fantastic working with Simon and the entire Maynard team - we’ve been so impressed with the wayfinding work and I hope we can work together in the future.”**

Martha Levi-Smith  
Co-operative Neighbourhood Management Programme Officer  
Stevenage Borough Council

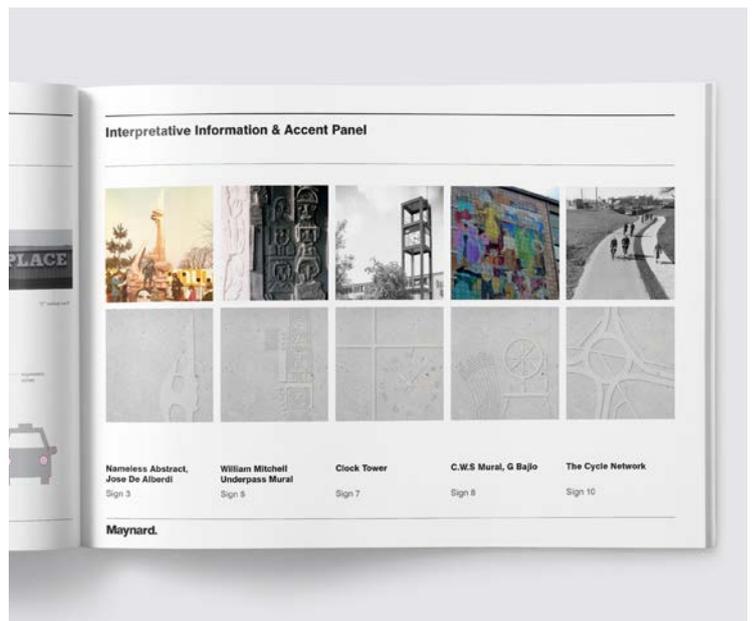


Local interpretation through photography integrated into totems

## 1.0 Previous Experience Stevenage Town Centre



Sign typology included totems, fingerposts, wall mounted signs and Stevenage Town Centre welcome signage (wall and floor mounted)



Interpretation panels incorporated into the totems took inspiration from local artworks and landmarks

## Transport for London's 'Legible London'

Applying a gold standard strategy and delivering award-winning wayfinding systems



Universally acknowledged as the gold standard in wayfinding research and design, Transport for London's (TfL) 'Legible London' system was originally developed to support walking as a convenient and safe form of travel across the UK's capital. It has since been adopted in other cities around the UK and overseas.

### Scale of Contract, Timescales & Referee

Our team members have been involved with Legible London (LL) since the original pilot and continue to be involved. We have worked with TfL for 15+ years, supporting and implementing LL-based wayfinding schemes across London, the UK and overseas.

Collectively our team members have been involved in LL for an implementation area of over 20km<sup>2</sup>. Our most notable LL projects are detailed as follows.

### City of London (The "Square Mile")

- Maynard pilot design budget £30k
- Pilot implementation area 0.3km<sup>2</sup>; subsequent roll out area of 3km<sup>2</sup>
- Delivered over 2 years

### Legible Stoke-on-Trent

- Maynard design budget £525k (over 3 phases)
- Implementation area approx. 4km<sup>2</sup>
- Delivered over 4 years

### Tsim Sha Tsui, Hong Kong

- Maynard pilot design budget £85k
- Pilot implementation area 0.3km<sup>2</sup>
- Delivered over 6 months

Referee: Paul Street, Transport for London  
(Paul.Street@tfl.gov.uk)

## Objectives & Key Activities

The objective was to deliver best in class wayfinding, applying the iconic and award winning Legible London standards to different environments across London and other cities. Working in partnership with TfL, our greatest challenge has been to develop, iterate, refine and customise the LL wayfinding system to meet local specific challenges and incorporate regional identities.

### City of London

With ongoing regeneration, the City of London sought to replace its outdated wayfinding system. Maynard was commissioned to design and deliver a LL pilot for one of the City's most complex, multi-level walking environments. Our challenge was to adapt the system to work for the organic medieval streets and segregated Highwalk maze network at the Barbican and St Paul's.

Key activities:

- Wayfinding pilot design (information/nomenclature strategy, location planning, graphic communication and implementation phasing).
- On-site studies and user surveys.
- Stakeholder consultation with residents, disability groups, businesses and conservation officers.
- User testing to evaluate and iterate designs.

### Legible Stoke-on-Trent

Maynard was commissioned to develop a Legible London based wayfinding system for Stoke-on-Trent. The overarching objective was to encourage more walking and cycling across the city, to help instil healthier lifestyles and habits as part of the council's ambitious public health initiative. With direct support from TfL we

were asked to build upon the best practice principles set out in the LL system, ensuring the highest quality standards and best value was achieved for the client.

Key activities:

- Development of city-wide wayfinding strategy (street network analysis, information design, sign placement).
- Creation of context-sensitive maps validated through site audits.
- Stakeholder and public consultations/workshops.
- Delivery of management and maintenance guidelines to support council staff training.

### Tsim Sha Tsui Pilot

Hong Kong Transport Department teamed up with TfL to commission a wayfinding pilot for one of its most populous and visited districts, Tsim Sha Tsui. The aim, as part of their walkability initiative, was to improve the health and wellbeing of its citizens through the uptake of walking. As TfL's preferred design partner, Maynard project managed and delivered an updated multi-lingual, pedestrian wayfinding scheme, based on LL. In collaboration with local stakeholders we adapted the system to work for its local context.

Key activities:

- Design and implementation of a pilot including product typology and placement strategy.
- Multi-lingual information design including maps, iconography, illustrations and signposting.
- Stakeholder consultation with Tourism Board, Highways Department, and Metro operator.



Updates to existing LL system to account for the multi-levels within the Barbican



Bilingual totems developed for Tsim Sha Tsui wayfinding pilot, Hong Kong

## Issues Encountered & Resolutions

**Issue:** Accessibility in the complex multi-levelled Barbican estate within the **City of London** pilot area.

**Solution:** Conducted site walk-throughs with accessibility groups and residents. Not only were accessibility concerns heard and addressed, but buy-in from the very strong resident community was achieved.

**Issue:** Obtaining funding for wider roll across the **City of London** post-pilot.

**Solution:** Demonstrated that the system could be retrofitted sympathetically into the City, and was able to overcome some of the local environmental challenges of the City's walking infrastructure. And could be delivered within budget (including ongoing maintenance).

**Issue:** Applying a tried and tested system to a completely new environment in **Stoke-on-Trent**.

**Solution:** Updated elements of the basic strategy/principles, such as selection criteria for the mapping, to make the system fit for purpose in an area less populous than the original system in London.

**Issue:** Sign artwork needed to be done in-house by **Stoke City Council** due to budget constraints.

**Solution:** Produced artworking guidelines/training pack and attended on-site training with council staff to walk them through the artworking process. Followed up by providing quality checks for the artwork, ensuring a quality output was achieved.

**Issue:** **Stoke-on-Trent's** canal network was being under utilised by pedestrians and cyclists.

**Solution:** Adapted the product typology to include canalside specific products and graphics that provided information specific to the canal network. On-street products showed where there was access to the canal to promote it's use.

**Issue:** Post-pilot implementation, **Hong Kong** wanted to explore how the design of the signage could better express the identity of the city.

**Solution:** Developed recommendations for how the Hong Kong brand could be implemented into the graphic and product design whilst maintaining the same information base and overarching strategy. Recommendations now being taken forward by Hong Kong's Transport Department for wider territory roll-out.

## Staff & Stakeholder Roles

Members of the proposed team for this brief who worked on Legible London include:

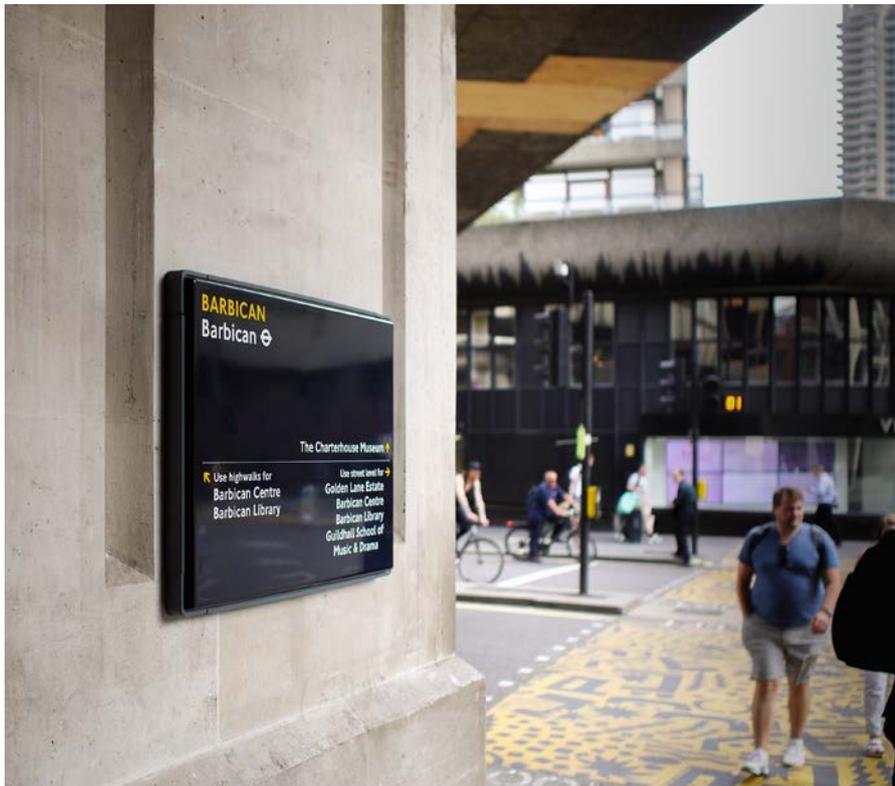
- **Simon Lee** - Leads the roll-out of Legible London across Maynard projects, with 15 years of prior LL experience since the original pilot programme.
- **Hayley Branston** - Peer reviews Maynard's Legible London projects and worked on the strategy for LL updates in Croydon and Old Oak/Park Royal. In her previous employment she was wayfinding strategist for LL's Westminster schemes.
- **Sarah Rathbone** - Wayfinding Designer on Legible Stoke-on-Trent, focusing on the overarching strategy and map production.

Specific stakeholder engagement on the project is outlined on the previous page under key activities. This includes public consultation exercises with local residents, businesses and access/inclusivity groups, alongside engagement and buy-in from local government departments such as tourism, heritage, transport and regeneration.



Fingerposts used in Stoke-on-Trent across different types on environment including along the canal network

1.0 Previous Experience TfL and Legible London

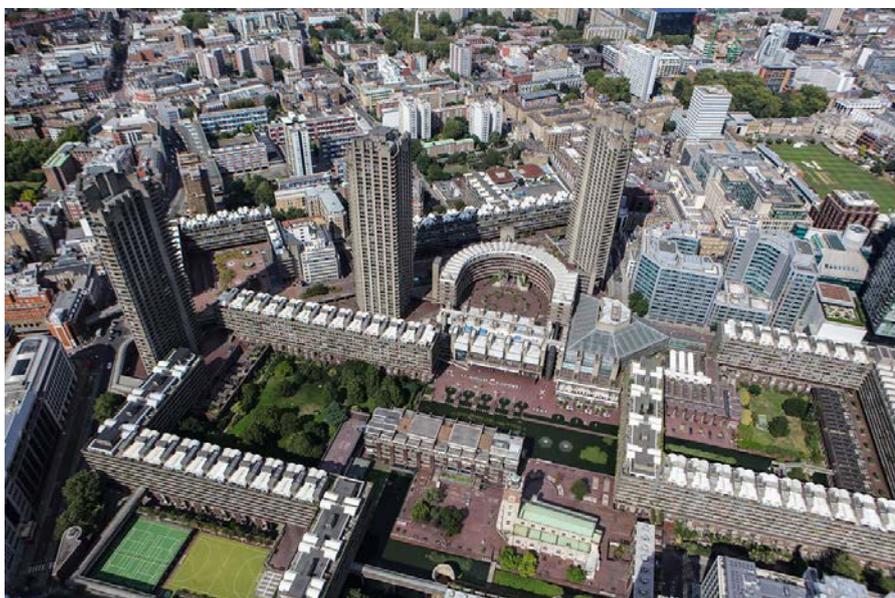


“It has been a pleasure to work with Simon and the Maynard team as we introduce a new wayfinding system across the Square Mile. They have brought invaluable experience and support as we create design strategies for complex public environments.

Their attention to detail and thorough approach is impressive, and the team responds to client feedback in a professional and constructive way.

Maynard have gone over and above scope to advise us and I would wholeheartedly recommend them to anyone needing assistance with a wayfinding project.”

George Wright, Project Manager, City of London



City of London Wayfinding: The infamous multi-level walking environment across the Barbican Estate provided an ideal candidate for pilot testing

1.0 Previous Experience TfL and Legible London



**Legible Hong Kong:** Whilst mapping used the same graphic palette as Legible London it was tweaked to suit the Stoke-on-Trent landscape



“Maynard went above and beyond for this study. It’s safe to say that the wayfinding pilot wouldn’t have happened without their commitment and expertise.”

Edward Goose, Consulting Lead, Transport for London

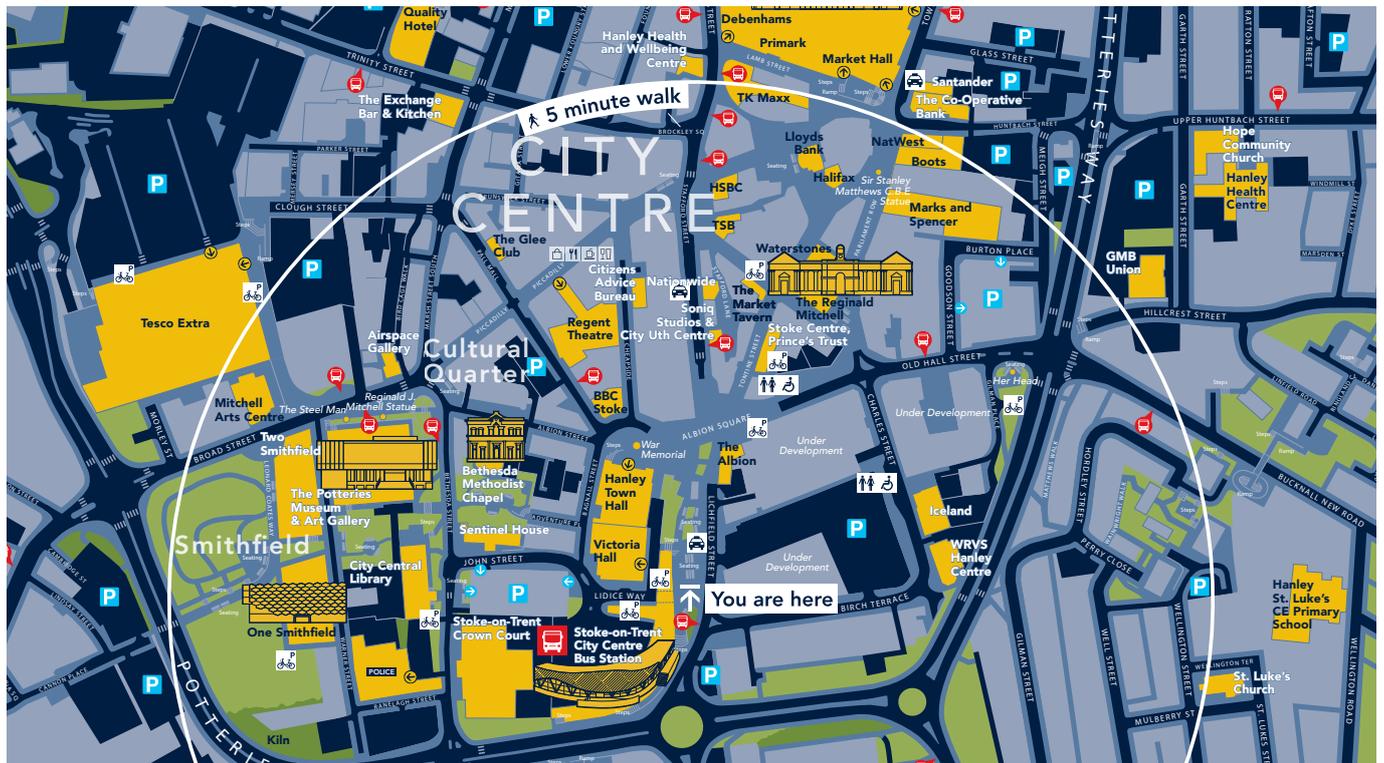
“The new signs have been well received by the press and I’m sure the public will find them useful too.”

I would like to take this opportunity to express our heartiest thanks to Simon and the Maynard team for providing all the advice and assistance for this pilot project within such a tight programme.”

June Ng, Walkability Taskforce Project Coordinator, Hong Kong Transport Department

**Legible Hong Kong:** Map-based wayfinding system based on Legible London information principles, adapted for bi-lingual signposting content.

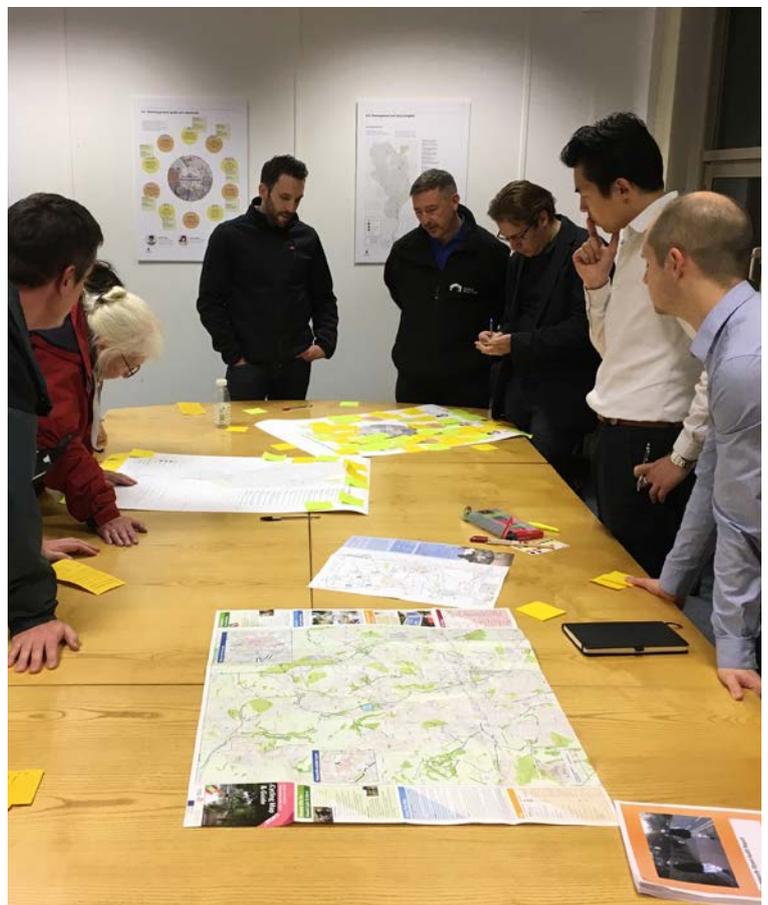
1.0 Previous Experience TfL and Legible London



Stoke-on-Trent Wayfinding: Whilst mapping used the same graphic palette as Legible London it was modified to suit the Stoke's landscape and assets



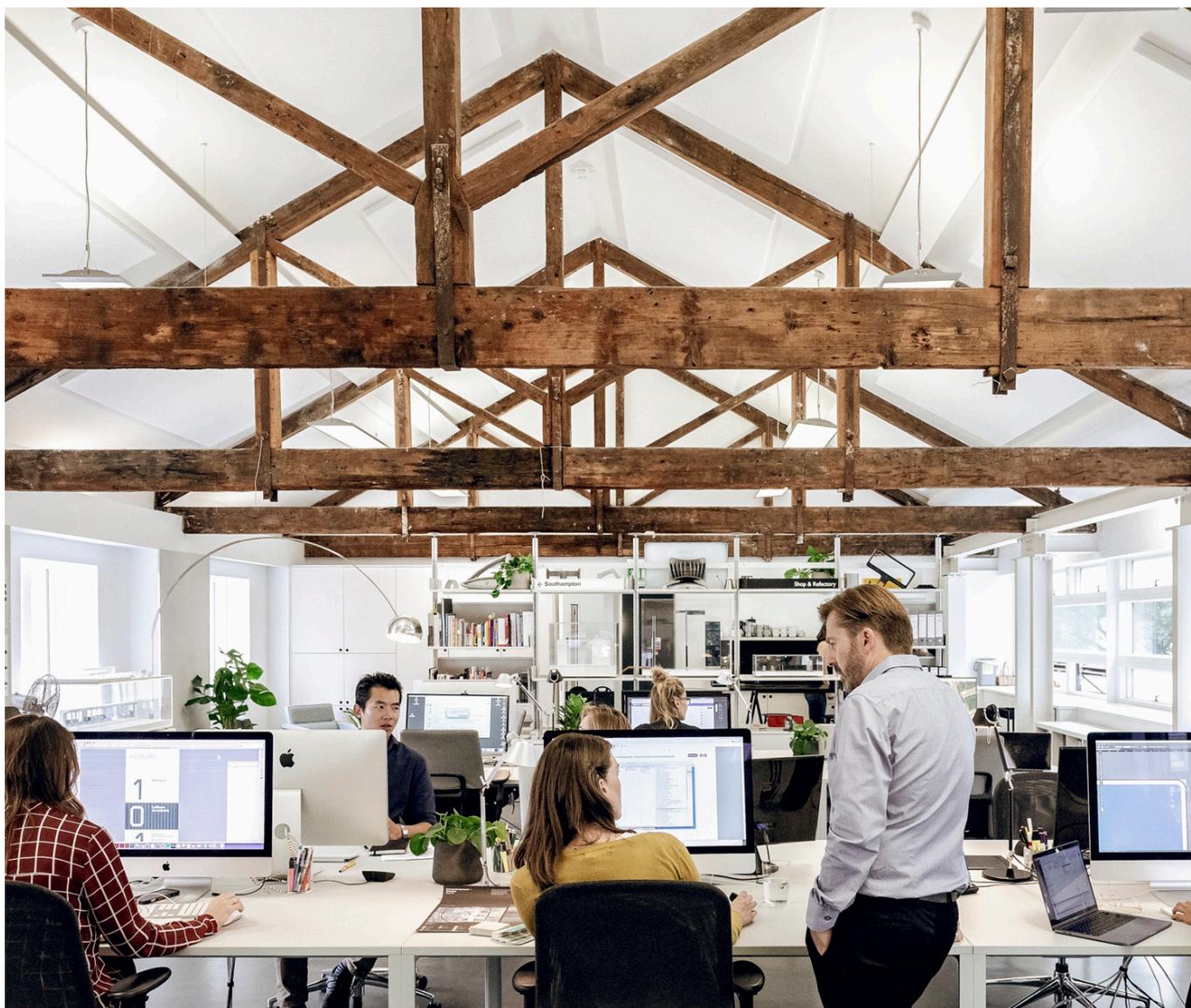
Stoke-on-Trent Wayfinding: The TfL system was adapted to suit the specific needs of Stoke-on-Trent, its communities and visitors



Stoke-on-Trent Wayfinding: Extensive site audits and stakeholder workshops / consultation were undertaken to inform evidence-based design decisions

## Our Team

The team proposed for this commission have been carefully selected and bring a wealth of experience in they wayfinding industry across multiple sectors, in particular within towns, cities and the public realm.



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## 2.0 Key Personnel

We have assembled a design and management team who will offer the best possible service throughout the strategy and design programme.

The diagram on the following page shows how the team will be structured and how this interfaces with the client team and stakeholders.

Below we have provided an overview of each team member, demonstrating their skills and experience, the specific role they will play and the number of days they will be allocated on the project. More detailed two page CV's are provided for each team member.

### **Project Director:** Simon Lee

Simon is Director of Maynard's UK studio. With 18 years of experience delivering wayfinding systems for complex environments internationally, he will bring a practical and process-driven approach to the delivery of this brief.

Previous experience working on town / city schemes includes; developing a wayfinding pilot for Hong Kong's most visited area Tsim Sha Tsui, implementing Legible London across 10+ Boroughs, developing a wayfinding strategy, concepts and implementation plan for Canterbury and working to deliver wayfinding systems across the UK including Portsmouth, Southampton, Surrey, Hampshire, Stoke-on-Trent and Stevenage.

Simon will retain overall responsibility for the project with the support of the Project Manager. He will attend key coordination meetings and presentations, and will be personally available to the client throughout the study.

Simon is resourced at approx. 8.5 days for this commission.

### **Project Manager / Wayfinding Lead:** Hayley Branston

Hayley is Maynard UK's Head of Wayfinding. She has 16 years experience delivering complex wayfinding schemes across multiple sectors around the world. Her strengths lie in strategic design as well as practical delivery support.

Hayley's rigorous approach comes from a background in delivering complex wayfinding systems in the public transport sector including 9 central Crossrail (Elizabeth Line) stations and London Bridge station. This is paired with experience in working on wayfinding for towns / cities in the UK including; implementing Legible London

across Westminster, advising on future Legible London updates in Croydon, Old Oak and Park Royal, auditing and producing wayfinding strategies for Bournemouth town centre and developing a wayfinding strategy for Canterbury.

Hayley will act as the main point of contact for the client team. As project manager, she will coordinate all work flows across the team and be responsible for disseminating information seamlessly between all parties. She will ensure the design team keep to programme, chairing weekly internal meetings and will communicate progress to the client. As wayfinding lead, Hayley will oversee the strategy and design of the wayfinding with the support of the wider design team.

Hayley is resourced at approx. 20 days for this commission.

### **Wayfinding Strategist:** Sarah Rathbone

Sarah is wayfinding designer at Maynard with 4+ years experience, having worked globally on large projects through to smaller bespoke schemes. Her strengths lie in spatial analysis, user experience and strategy.

Her experience of wayfinding in the public realm include; working on the mapping and strategy for the roll-out of wayfinding in Stoke-on-Trent, producing bespoke mapping for Paddington and Marble Arch, working on an interpretive wayfinding intervention for Kingston, London and working on the wayfinding strategy for the extensive grounds at the Wimbledon Tennis Championships.

Her role will focus on the initial information gathering and analysis and creating an understanding of the unique strengths and challenges Northampton faces. She will use this knowledge to establish key requirements and develop a strategy for the town's wayfinding system. She will coordinate with the graphic and product designer and feed her findings / user requirements in to the physical design of the wayfinding system.

Sarah is resourced at approx. 40 days for this commission. Whilst she will work across all Stages, the majority of her time will be spent on Stage 1 and Stage 3.

## 2.0 Key Personnel

### Graphic Designer: **Simon Lai**

As graphic designer Simon has over 15 years experience, creating identities, narratives and wayfinding systems across a multitude of sectors and environments. He is collaborative and loves working closely with other disciplines to create places that stimulate and enhance the experiences of the end audience.

His experience in the public realm include; creating concepts for wayfinding and interpretation signage for Canterbury City, working on mapping and 3D illustrations for Marble Arch (London), developing sign concepts for Westminster’s Ebury Bridge regeneration scheme (London), and working on mapping and signage for the iconic Wimbledon Tennis Championships.

His role will include creating initial concepts for the wayfinding, based on contextual and historical research, to ensure the design response is modern yet sensitive to the heritage of the town. He will develop a suite of core graphic elements including; typeface selection, colour palettes, pictograms and sign layouts and will be responsible for detailing the chosen concept and producing sign artwork.

Simon is resourced at approx. 40 days for this commission. The majority of his time will be spent on Stage 2 and Stage 3.

### Product Designer: **Matt Ramm**

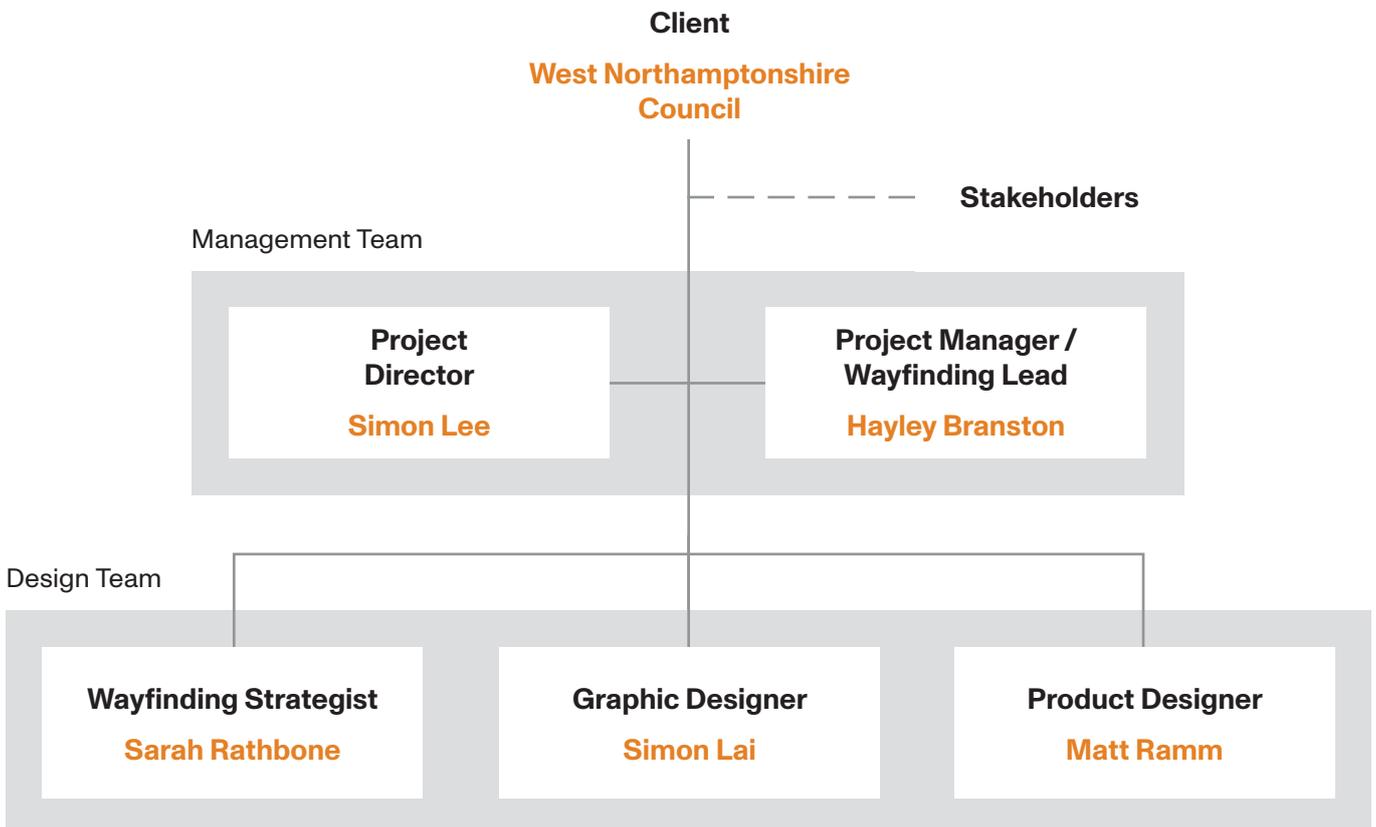
As product designer Matt has over 25 years experience working with a number of high profile projects in the UK and abroad. He is able to think creatively whilst having a deep understanding of process and what is practically achievable.

His experience in product design for signage includes Crossrail (Elizabeth Line) including Legible London components, signage products for the London Olympic and Paralympic Games in 2012, on-street signage products for various districts across Abu Dhabi, and most recently producing product drawings and specifications for wayfinding products across the Wimbledon tennis grounds and Championships.

Having grown up close to Northampton in Moreton Pinkney and worked locally for many years, Matt brings local knowledge of the area to this commission.

Matt’s role includes working with Simon Lai in the early concept stage to provide input and advice on what is practical. Once a concept is approved, he will work on the product detailing and produce product drawings, whilst initiating early conversations with manufacturers to establish indicative budgets and obtain samples.

Matt is resourced at approx. 14 days for this commission. The majority of his time will be spent on Stage 3.





## Simon Lee

### Project Director

Simon is a Director at Maynard, an internationally renowned design studio specialising in wayfinding and user experience design. He is responsible for project directing, managing and delivering projects within the UK and internationally.

With 18 years of industry experience across Europe, Asia, North America and the Middle East, Simon has developed wide ranging knowledge across the built environment. He specialises in the delivery of pedestrian circulation strategies and creative wayfinding systems, informed through evidence-based data collection, behavioural observations and predictive modelling.

Notable recent wayfinding projects include Milan's visionary innovation district (MIND), Transport for London's exemplar 'Legible London' pedestrian wayfinding programme, and an award-winning system for the world's most iconic tennis tournament, Wimbledon.

#### Qualifications:

MEng Civil and Structural Engineering, University of Cambridge, UK

BA General Engineering, University of Cambridge, UK

#### Professional associations:

- Royal Institute of Navigation [CogNav]
- Society of Experiential Graphic Design
- Sign Design Society

#### Highlights / Skills:

- 18 years of experience in design for complex building environments, public realm and transport sectors.
- 13+ years of global project management experience, responsible for delivering complex wayfinding systems across a variety of sectors.
- Worked on wayfinding systems for multiple cities/towns across the UK and internationally, including 15 years supporting Transport for London with the development and roll-out of Legible London.
- Created bespoke wayfinding, information and circulation strategies, including multi-lingual systems.
- Extensive knowledge of pedestrian movement analysis and predictive modelling.
- Experience in leading stakeholder management and consultation.
- Undertaken contractor support, including manufacturer coordination and installation support to ensure strategy and design vision is realised.

#### Relevant Projects:

##### Legible London, UK

Scheme design manager and lead technical consultant responsible for the pilot and role-out of Transport for London's (TfL) award-winning pedestrian wayfinding system across inner and outer London. Spearheaded the original pilot programme across the South Bank and Bankside districts, one of London's busiest and most complex pedestrian environments. Subsequently responsible for directing system roll out across inner and outer London (10+ Boroughs), including Westminster, The City of London, Hackney, Lambeth, Croydon, Ealing and Tower Hamlets. Currently acts as a specialist advisor to TfL, ensuring design standards are updated and remain relevant to the ongoing developments across the capital.

##### Legible Stoke-on-Trent, UK

Project Director and Technical Lead overseeing the development and implementation of an urban wayfinding system for the polycentric city of Stoke-on-Trent. In addition to an overarching city strategy to be implemented in strategic phases, the team delivered royalty-free mapping and on-site implementation support as part of the city's Public Health initiative to improve active travel and lifestyles. The success of the original 2017 scheme within the city centre has led to continued funding and roll out across the entire city.

##### Tsim Sha Tsui Wayfinding Pilot, Hong Kong

Design lead responsible for developing a pedestrian wayfinding pilot for Hong Kong. Working in conjunction with Hong Kong Transport Department and Transport for London's International Consulting division, Simon oversaw the design of the pilot system in Tsim Sha Tsui, one of Hong Kong's most populous and visited districts. His team developed the scheme from initial strategy through to sign implementation over a condensed period of six months. The success of the pilot has led directly to new proposals to deliver a bespoke city-wide wayfinding system over the coming years.

**Stevenage Regeneration, UK**

Design Lead overseeing the development and delivery of a bespoke on-street wayfinding system for Stevenage. This formed part of ambitious £1bn regeneration of the area. The final design reflects both the New Town heritage and the anticipated regeneration vision, including the design of a custom typeface and legible walking maps inspired by its rich history.

**Canterbury City, UK**

Simon led the development of a heritage and interpretation-led wayfinding system for the city of Canterbury. The team was responsible for creating a bespoke sign typology that celebrated and connected the city's vast array of cultural assets, whilst also championing its digital transformation and redevelopment initiatives. Submitted as part of the City Council's Levelling Up Fund (LUF) bid, Canterbury was subsequently awarded government funding to assist with the delivery of the scheme, alongside a wide raft of public realm improvement works throughout its historic street network.

**Southampton Legible City, UK**

Project Manager and lead technical consultant responsible for the development and roll out of Southampton's on-street walking and public transport information system. On behalf of Southampton City Council, Simon oversaw the value engineering and redesign of the city's wayfinding infrastructure, allowing phased city-wide implementation over a five-year period.

**Surrey County, UK**

Project Director overseeing the development of a flexible and adaptable county-wide wayfinding system for Surrey County Council. Key deliverables included: strategy development, product design, graphic and branding design, cartography, information development and stakeholder engagement. Implementation towns included Guildford, Woking and Redhill, with the modular on-street products allowing for bespoke customisation to reflect and celebrate the character of each town.

**Portsmouth City, UK**

Project Manager and lead technical manager responsible for the development and roll out of Portsmouth's award-winning city-wide wayfinding system. Worked in partnership with planners, product designers and manufacturers to deliver a scalable and future-proofed solution.

**Hampshire County, UK**

Project Director and technical advisor who led the development of a county-wide pedestrian wayfinding system on behalf of Hampshire County Council, including initial strategy development through to implementation support. Towns and cities included within the scheme included: Winchester, Romsey, Eastleigh, Basingstoke, Farnborough, Havant and Gosport. The success of the system has led to wider roll-out across the county.

**Milan Innovation District (MIND), Milan, Italy**

Simon led the development of a wayfinding strategy for the wider MIND masterplan and subsequently created more detailed plans for the first two areas of the phased masterplan. Set to become the most effective ecosystem in the world for collaborative innovation across disciplines, sectors and industries, the proposed wayfinding system had to be forward thinking and look beyond traditional wayfinding solutions.



## Hayley Branston

### Project Manager / Wayfinding Lead

Hayley brings 16 years of practical wayfinding experience. She applies a common sense approach, paired with creative thinking to form well thought out solutions to any design problem. Her specialities lie in visitor analysis, information planning and strategy.

Hayley's wide-ranging knowledge of wayfinding theory and sectors comes from working on systems in many different areas including cultural venues, transport hubs, office and residential development, towns and cities, shopping centres, hospitals and stadia.

As an acknowledged industry expert, she writes articles for industry publications and was an original Steering Group member at the UK's Sign Design Society. Hayley was invited as the key note speaker for the inaugural 'smart' wayfinding seminar in Turku, Finland, as well as the Royal Institute of Navigation's annual conference.

#### Qualifications:

BA (Hons) Visual Communication,  
Birmingham City University, UK

#### Professional associations:

- Royal Institute of Navigation  
CogNav SIG
- Sign Design Society

#### Highlights / Skills:

- 16+ years of wayfinding design experience across the UK and internationally.
- 9+ years of project management experience, responsible for delivering complex wayfinding systems across a variety of sectors.
- Passionate about user research and evidence based design strategies.
- Developed wayfinding strategies for multiple town / city and public realm schemes and masterplans.
- Conducted and lead sign audits and produced removals schedules.
- Experience in managing stakeholder consultation and communications across multiple parties.
- Worked closely with other design disciplines / consultants to ensure seamless coordination / integration.
- Experience working on phased implementation plans and liaising with contractors to ensure the strategy and design vision is realised.

#### Relevant Projects:

##### Legible London, London, UK

Legible London is a milestone project. Hayley worked on the roll-out of the scheme within areas of Westminster including Victoria, St. James's Park, Millbank and Whitehall. Hayley's role included the auditing of proposed sign locations and providing advice on their placement, creating directional content schedules for the signs, determining the crop of the finder map for each sign, producing destination finders and walking from here information, liaising with the client, troubleshooting and checking artwork.

##### Stevenage Regeneration, UK

Stevenage occupies a unique place in British social history. As the first post-war New Town, it laid the blueprint for modern urban living, including the UK's first pedestrianised town centre. In need of rejuvenation, the town is undergoing a 20-year, £1bn regeneration programme to make Stevenage, once again, a town where people want to live, work and play. Hayley acted as peer reviewer, attending workshops and providing advice and input during the strategy and design process for the bespoke on-street wayfinding system. The final design reflects both the New Town heritage and the anticipated regeneration vision, including the design of a custom typeface and legible walking maps inspired by its rich history.

##### Canterbury, UK

Hayley led the development of a heritage and interpretation-led wayfinding strategy for the city of Canterbury. She created user personas and established user needs, resulting in a sign typology and placement plan that connected the city's vast array of cultural assets. Submitted as part of the City Council's Levelling Up Fund (LUF) bid, Canterbury was subsequently awarded government funding to assist with the delivery of the scheme, alongside a wide raft of public realm improvement works throughout its historic street network.

### **Bournemouth Town Centre Wayfinding, Bournemouth, UK**

Bournemouth is home to a large number of tourist attractions, but its topography presents many wayfinding challenges which has led to visitors not travelling beyond the familiar arrival points and tourist attractions. Hayley was part of the team responsible for creating a new wayfinding system. This included producing a town centre map, pedestrian and cyclist signage system, vehicular sign strategy and exploring how transport modes connected. Hayley's role as information planner involved stakeholder consultation, auditing proposed sign locations and producing planning documentation that looked at sign placement, asset selection criteria and selecting 3D buildings.

### **Old Oak and Park Royal Wayfinding, London, UK**

The Old Oak and Park Royal Development is the largest regeneration project in the UK. Investment in the area will transform one of London's most inaccessible areas, into one of the country's most connected. At present, the area currently suffers from poor legibility and a vehicle-dominated environment. Hayley managed the design of a pedestrian and cycling wayfinding strategy to overcome these challenges. Hayley was responsible for overseeing stakeholder consultation sessions, the creation of short, medium and long term route networks, sign placement schedules and phased implementation plans for the 14km<sup>2</sup> regeneration area.

### **Croydon Town Centre Wayfinding, London, UK**

Croydon Town Centre is undergoing an ambitious £5.25bn regeneration programme to bring much needed improvements to the area. However, the massive scale of concurrent site developments brings significant challenges to local navigation and wayfinding. To resolve these issues, Hayley was part of a team conducting an independent review. Hayley managed the project which included making recommendations for remedial measures for the town's Legible London signage and opportunities for utilising construction hoarding to assist with placemaking and wayfinding.

### **Milan Innovation District (MIND), Milan, Italy**

Located on the former Expo 2015 site, MIND is set to become the most effective ecosystem in the world for collaborative innovation across disciplines, sectors and industries piloting cutting edge solutions for well-being and urban living. As strategy lead Hayley is working with the team to deliver a wayfinding strategy for West Gate and The Village, the first two areas of the phased masterplan. Her role includes creating an in-depth understanding of the site and advising on what information users require, in what format and where. This includes exploring innovative solutions and technologies to create a system that exemplifies the masterplan vision.

### **Cambridge Biomedical Campus (CBC), UK**

Cambridge Biomedical Campus combines world-class biomedical research, patient care and education on a single site. Undergoing a major expansion, the Campus is on track to becoming one of the leading biomedical centres in the world. Hayley led the team that created an overarching strategy and concept designs for a campus wide wayfinding system and produced an implementation plan that assisted in securing funding for the schemes first phase.



## Sarah Rathbone

### Wayfinding Strategists

Sarah brings four years of wayfinding design and implementation experience for a wide variety of environments including transport, workplace, healthcare, urban realm and sporting events. She has worked globally on large infrastructure projects through to smaller bespoke schemes for complex building environments.

Her key skills lie in wayfinding strategy and planning, user research and space analysis. Her attention to detail helps her understand the intricacies of user environments, translating these insights into comprehensive wayfinding schemes.

#### Qualifications:

MA Graphic Design and Visualisation  
BA (Hons) Graphic Communication and Illustration

#### Publications:

Seats of London by Andrew Martin  
(Featured research / photographic study of London Underground Moquettes)

#### Highlights / Skills:

- 4+ years of wayfinding design experience across the UK and internationally
- Experience working on mapping for public realm schemes.
- Developed wayfinding strategies and mapping for multiple town / city and public realm schemes.
- Expertise in analysing circulation and user / operational requirements
- Experience creating signage placement plans and content schedules, including sign artwork.
- Conducted multiple sign audits and recorded the findings.
- Experience undertaking stakeholder consultation and analysing feedback to inform outcomes.
- Experience liaising with signage contractors.

#### Relevant Projects:

##### Legible Stoke, Stoke-on-Trent, UK

The Stoke-on-Trent City Council implemented a city wayfinding system with the aim of empowering residents and visitors to navigate and explore the city using modes of active travel. Completed in three phases the scheme covers over 70km<sup>2</sup> and looks to better connect the polycentric city. As part of the wayfinding team working on Stage 3, Sarah's responsibilities included the production of the extended base map, illustrating new map assets and building projections, detailed sign placement plans, signposting and scheduling, site auditing, artwork production, checking and coordination with the wider working team.

##### Marble Arch BID Wayfinding, London, UK

As part of the Marble Arch Business Improvement District, a number of schemes have been developed to promote and improve the area, championing businesses and presenting Marble Arch as a visitor destination. One of these schemes is the Marble Arch Eating Out Guide, a publication designed to promote local eating out destinations and to help visitors navigate the local area through the creation of an illustrated map and accompanying destination guide. As lead wayfinding designer, Sarah's responsibilities included developing the graphic concept based on the client's brand guidelines and identity, producing the basemap and all associated graphic elements and the creation of illustrated map assets.

##### Milan Innovation District (MIND), Milan, Italy

The Milan Innovation District (MIND) is a mixed use campus located just outside of Milan. Consisting of residential, office space and visitor attractions, the area will become a catalyst for growth of the country, a 'city within a city', playing host to its own innovation ecosystem. As part of the wayfinding team, Sarah was involved in the inception and research phases of the project. Her role included exploration into innovative navigational methods beyond static signage, considering the use digital and interactive technologies to enhance connections and encourage the exchange of knowledge between tenants. As the scheme developed, she was also responsible for inputting into the masterplan's wayfinding strategy.

### **Cambridge Biomedical Campus (CBC), UK**

Cambridge Biomedical Campus combines world-class biomedical research, patient care and education on a single site. Rapid growth in recent years created an opportunity for the campus to reassess how staff, visitors, patients and others travel in and around the site. As part of the wayfinding team, Sarah helped to establish a user focussed strategy. She helped run a stakeholder workshop, engaging with members of the public and staff from different companies and facilities across the site. In the later stages of the project she helped to develop an information hierarchy for the site map, along with the graphic development of the mapping concept design.

### **Wimbledon Tennis Championships, London, UK**

Sarah served as a wayfinding designer for The Championships, Wimbledon - the world's most iconic and prestigious Grand Slam tennis event. She delivered an evidence-based design approach which built upon desktop research, site surveys, and user observations to enhance the 'guest experience' for domestic and international visitors alike, ensuring it remains the market leader in its sector. The award-winning wayfinding system was successfully completed in 2022, in time for Centre Court's centenary celebrations.

### **Ebury Bridge, London, UK**

Comprising of nine new multi-level buildings the Ebury Bridge masterplan will provide approximately 750 high-quality, energy efficient homes in Westminster, alongside retail and community facilities, creating a vibrant, modern neighbourhood for both the existing and new residents. Maynard were commissioned by astudio to develop a wayfinding system for Phase 1 on the development, that meets the needs of the wider masterplan. As part of the wayfinding team, Sarah's responsibilities included stakeholder consultation, creating a bespoke pictogram set and the site's mapping system.

### **Kingston Town Centre Wayfinding, London, UK**

As part of a series of initiatives to invest in public realm improvements, Kingston First identified the need for improved wayfinding, legibility and movement in and around areas of Kingston's town centre. Maynard was commissioned to create a strategy that would engage people to explore the town centre, devising a creative and practical plan to highlight visitor gateways and destination connectivity. As part of the wayfinding team, Sarah's responsibilities included carrying out on-site audits and mapping, creating detailed placement plans, assisting with the detailed design stage and providing on-site implementation support.

### **The Google Foundry, Dublin, Ireland**

The Google Foundry is a multipurpose Experience Centre and Event Space. In collaboration with Movement Strategies, Maynard was commissioned to produce a wayfinding strategy for a dynamic new expansion, offering adaptable environments that can respond to desired functionality. The new space incorporates a dedicated guest lobby, two levels of multi-purpose event spaces, small and large meeting rooms and versatile breakout spaces. As wayfinding strategist, Sarah was responsible for the development of an overarching wayfinding system. This included benchmarking, circulation and cognitive load analysis, journey mapping, nomenclature study and information hierarchy, signage placement plans and content schedules.



## Simon Lai

### Graphic Designer

Simon specialises in visual communication. He brings over 15 years' experience creating identities, narratives and wayfinding systems across residential, commercial, retail, healthcare and public realm environments.

Throughout his career, Simon has collaborated closely with interior designers and architects to expand his design knowledge in both 2D and 3D formats, with a view to creating physical spaces that stimulate and enhance the experiences of the end audience.

Having studied and practiced both in Asia and the UK, Simon brings a culturally-sensitive approach to his projects. Recent clients include Canterbury City Council and the prestigious All England Lawn Tennis Club (Wimbledon Tennis Championships).

#### Qualifications:

MA Graphic Design, London College of Communication, UK

BA Hons Visual Communication, University of Central Birmingham, UK

Higher Diploma Visual Communication, Hong Kong Institute of Vocational Education, Hong Kong

#### Highlights / Skills:

- 15+ years creating identities, narratives and wayfinding systems across the UK and internationally.
- Experience undertaking context research to create designs that are location sensitive and represent the values and brand of the environment.
- Created wayfinding systems from concept through to detailed design and implementation.
- Experience working on wayfinding and mapping systems for public realm schemes.
- Knowledge of both 2D and 3D design formats.
- Worked with manufacturers and appreciates practical and budget considerations when designing signage concepts.
- Highly experienced in creating and leading the production of sign artwork.

#### Relevant Projects:

##### Canterbury City, UK

Simon led the development of heritage and interpretation-led wayfinding design concepts for the city of Canterbury. He undertook extensive research into the city's history and its future ambitions to create design concepts that reflected the heritage whilst feeling modern and in keeping with the city's ambitions. He refined the chosen concept which included both wayfinding and interpretation signage. Submitted as part of the City Council's Levelling Up Fund (LUF) bid, Canterbury was subsequently awarded government funding to assist with the delivery of the scheme, alongside a wide raft of public realm improvement works throughout its historic street network.

##### Marble Arch BID Wayfinding, London, UK

As part of the Marble Arch Business Improvement District, a number of schemes have been developed to promote and improve the area, championing businesses and presenting Marble Arch as a visitor destination. One of these schemes is the Marble Arch Eating Out Guide, a publication designed to promote local eating out destinations and to help visitors navigate the local area through the creation of an illustrated map and accompanying destination guide. Simon worked on the creation of the map including developing an illustration style and creating illustrations of key landmarks, buildings and highlights used within the map.

##### Ebury Bridge Regeneration, London, UK

Comprising of nine new multi-level buildings and extensive public realm, the Ebury Bridge masterplan will provide approximately 750 high-quality, energy efficient homes alongside retail and community facilities, creating a vibrant, modern neighbourhood for both the existing and new residents.

Simon was involved in the development of the sign concepts. When a new set of brand assets for the development were created, Simon worked on the chosen concept to carefully incorporate the new brand whilst ensuring the wayfinding still worked with the architecture and landscape of the development and represented the existing community.

### **Wimbledon Tennis Championships, London, UK**

Maynard was commissioned to update the wayfinding strategy and signage design for The Championships, Wimbledon - the world's most iconic and prestigious Grand Slam tennis tournament. As wayfinding and graphic designer, he was responsible for developing new signage and information design concepts that fully aligned with the Wimbledon brand and their slogan "In Pursuit Of Greatness". This included typography, colour palette, iconography, mapping form and materials. Aligning with their "tennis in an English garden" theme, the selected concept incorporated planting and used Iroko wood as the main material. He later assisted in the production of various user specific maps, guests, hospitality, staff, media and players, and the creation of production ready artwork. The scope included signage across the entire Championship 'Grounds' and public realm, in addition to within the iconic Centre Court and No.1 Court structures.

### **Misk Heritage Institute, Saudi Arabia**

MiSK Heritage Institute (MHI) is a museum, educational institution, and cultural destination that will enable Saudi visitors to connect with their history. Relating traditional Saudi crafts and culture to 21st century life, MHI will foster a shared sense of pride and identity. As senior graphic designer, Simon was responsible for developing the new building's wayfinding graphics and information system, including typography, colour palette and pictogram set for both the internal building and its extensive public realm and terraces.

### **Sol City, Hong Kong**

Sol City is a modern and lifestyle oriented residential development located near to the Long Ping railway station in New Territories, Hong Kong. Simon acted as wayfinding graphic design lead, responsible for exploring the use of modern forms and different tones to align with the contemporary architecture of the building. Simon was also appointed to design the residential logo and project photographer upon completion of the scheme.

### **Huawei Headquarters, Hong Kong**

Graphic design lead responsible for the wayfinding, signage and environmental graphics within Huawei's new headquarters located at Hong Kong's Science Park. Simon led the team and worked closely with the project's interior designers to deliver functional, interactive and interpretative graphic elements across key touch points throughout the landmark office development.

### **University Hospital, Macau**

The University Hospital provides high quality healthcare for both western and traditional Chinese medicine services. It is the only hospital in Macau and hosts the Faculty of Medicine, the Faculty of Chinese Medicine and the School of Pharmacy in Macau.

Simon was responsible for the design and project management of the site's wayfinding refresh. The project covered the design of a new brand identity, collaterals, the interior and exterior signage, and wayfinding system for the entire hospital. The final outcome was not only a benefit to hospital visitors and patients, but also improved operational efficiencies for staff and suppliers.



## Matthew Ramm

### Product Designer

Specialising in signage and product development for a wide range of sectors, Matt has gained over 25 years experience working with a number of high profile projects in the UK and abroad including Wimbledon and London 2012 (LOCOG). He has worked extensively on public realm and transport projects throughout the UK and worldwide.

Matt's creative thinking and understanding of the design process, coupled with rigorous attention to detail, ensure the best technical response is achieved.

He is experienced in working as part of multidisciplinary design teams and in partnership with clients, contractors, engineers, architects and designers, and is adept at managing the needs and constraints of a project, whilst driving the design forward to completion.

#### Qualifications:

A-Level Physics and Maths

#### Professional associations:

- Sign Design Society

#### Highlights / Skills:

- 25+ years product design experience across the UK and internationally
- Highly experienced in creating technical drawings and writing product specifications.
- Experience working on wayfinding systems for public realm schemes.
- Worked on both wayfinding strategy and products design, resulting in an appreciation of information needs and practical constraints.
- Experience working as part of multidisciplinary design teams and in partnership with clients, contractors, engineers, architects and designers.
- Knowledgeable in materials and manufacturing techniques providing an appreciation of practical and budget considerations when designing signage concepts
- Undertaken contractor support, including manufacturer coordination and installation support to ensure design vision is realised.

#### Relevant Projects:

##### London Olympics and Paralympics 2012, UK

Matt worked with a design team supporting LOCOG (London Organising Committee of the Olympic and Paralympic Games) to provide signage structures during both the London 2012 Olympics and Paralympics events. Challenges included forming designs which could be easily adapted or exchanged to accommodate changeover from Olympics to Paralympics.

##### Crossrail (Elizabeth Line) and Legible London, UK

Matt acted as product designer for bespoke signage elements delivered across the Elizabeth Line. This including the integration of Legible London system components to ensure end-to-end passenger journeys were supported. Working closely with the signage manufacturers, production detailing, drawing and prototyping formed an essential part of his role.

##### Wimbledon Tennis Championships, London, UK

Maynard was commissioned to update the wayfinding strategy and signage design for The Championships, Wimbledon - the world's most iconic Grand Slam tournament. As lead product designer Matt took the initial concept through to detail, producing product drawings and technical specifications for an extensive signage product range, that were used to tender the signage package. Once a contractor was appointed, Matt was integral in ensuring the design intent was met, reviewing fabrication drawings, samples and prototypes throughout the manufacturing process and snagging on site post implementation.

##### Abu Dhabi Cycle Network, Abu Dhabi

In 2021, the Abu Dhabi government committed to a new enabling platform to spearhead the emirate's long-term cycling ambitions to become a leading global cycling hub. Abu Dhabi became the first city in Asia to be awarded the prestigious UCI 'Bike City' label. Maynard has been working with Atkins on the signing and wayfinding of three new cycle routes connecting Abu Dhabi city with the mainland. Matt led the product design work for the wayfinding scheme, ensuring integration with local architecture and landscaping along the routes.

### **Lusail, Doha, Qatar**

Lusail City was a planned city development in Qatar. As part of the wayfinding design team, Matt was responsible for the development and technical design intent for all signage products. Ranging from large vehicular and traffic management signs to smaller pedestrian information point signs.

### **Jeddah Central Development, KSA**

Jeddah Central is an ambitious new development on the coast of Jeddah with a projected coverage of over 5.7 million sq metres along a 9.5km waterfront. Matt was integral to creating a wayfinding strategy in the early concept stage as well as supporting the team on developing a sign typology.

### **Saadiyat Island, UAE**

During the initial development of Saadiyat Island, Matt worked as part of a wider team to develop a wayfinding strategy for the various districts. This included pedestrian, cyclists and other vehicular wayfinding.

### **MiSK Heritage Institute (MHI), Riyadh, Saudi Arabia**

MiSK Heritage Institute (MHI) is a museum, educational institution, and cultural destination that will enable Saudi visitors to connect with their history. Relating traditional Saudi crafts and culture to 21st century life, MHI will foster a shared sense of pride and identity.

As product designer on the project, Matt worked closely with the project team to design a refined and sophisticated interior and exterior sign product solution to complement the architecture of the building, embraced local and historical crafts and techniques and connect the exhibition spaces, internal circulation areas and extensive public realm and terraces.

### **City Walk and Bluewaters Island, Dubai, UAE**

Matt was responsible for auditing wayfinding signage across a number of the mixed use developments operated by Meraas, a large property developer based in Dubai. Matt lead a small team to develop and plan a complete signage and wayfinding package.

### **Qatar 2022 FIFA World Cup**

Matt was commissioned by the Supreme Committee For Delivery and Legacy to develop a range of signage products that will be used at the various stadiums across Qatar. As this was a single event, the signs were temporary in nature. However, as a legacy stipulation, we designed the signs to be re-purposed for future events. Biggest design challenge was that the signs were going to need illumination at night. This meant getting power to the signs. Extensive research went into creating autonomous powered signs using solar, long life batteries, remote activation, specialist LED lighting and quiet generators to provide our power needs.

### **Al Marayah Island, Abu Dhabi, UAE**

Working with a number of companies, Matt developed the signage designs for Al Marayah Island, Sowwah Square and Al Marayah Central Mall. In addition, he provided design consultancy services on existing wayfinding in Sowwah Square to direct improvements to resolving signage issues.

# Methodology

Our proposed methodology follows the client’s specified deliverables outlined in the brief, alongside our previous experience of delivering town and city wayfinding systems across the UK. We believe our approach will deliver an efficient, coordinated and high quality design service that will ultimately ensure an exceptional end user experience.



## 3.0 Methodology

### Stage 1. Wayfinding and Welcome Signage Strategy

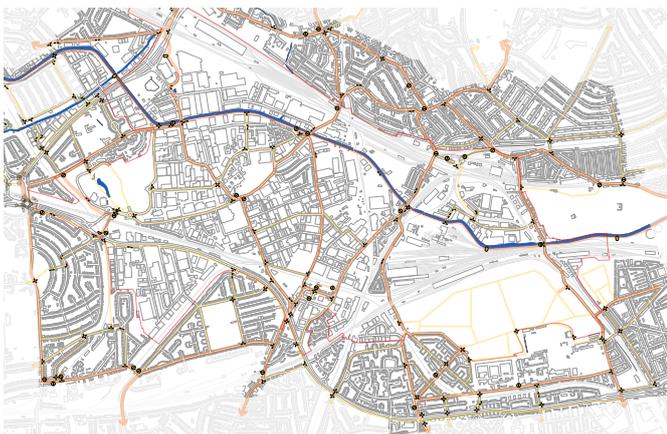
Preliminary tasks to refine the wayfinding design brief, including background and benchmarking research, end user persona studies, site audit and data gathering, preliminary sign content and placement plans.

#### Key tasks:

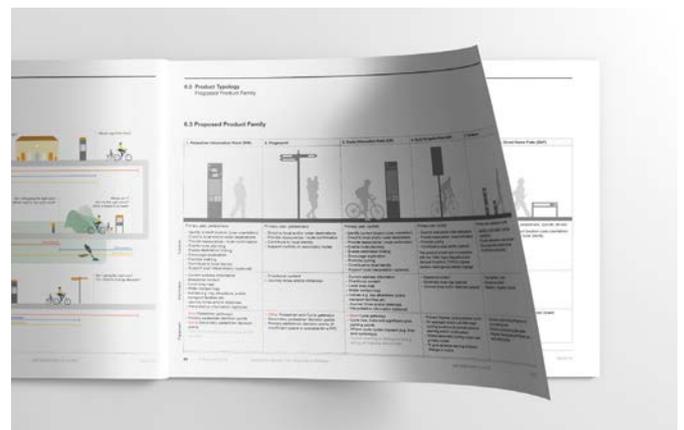
- Project inception meeting, including confirmation of methodology, responsibilities, project programme, stakeholder engagement, communication and project management protocols.
- Background data review including analysis of local area, heritage and history of town, brand guidelines for Northampton Council, aims / goals of wider masterplan.
- Establish overarching wayfinding principles, design approach and future management responsibilities.
- Benchmarking study assessing precedent town/city wayfinding systems that are relevant to the scheme.
- On-site audit including collection of 360° camera footage, allowing for desktop analysis of collated footage and opportunity to re-visit data.
- On-site review of existing signage to inform potentially what signage can be incorporated, updated, replaced or removed in-line with the new wayfinding system.
- Identification of target end user groups and personas including differing information needs; this will inform the information strategy including destination list, mapping content and hierarchy.
- Review of client-supplied route network hierarchy for study area alongside background research and site analysis, resulting in an approved route network.
- Development of a proposed sign typology including placement and content principles.
- Analysis of how the sign typology will interact with each other and the local streetscape/landscape, to ensure they will meet the wider masterplans' aims and work alongside future developments.

#### Deliverables:

1. Inception meeting (remotely)
2. On-site audit and data collection
3. Fortnightly design team meetings (remotely)
4. DRAFT Wayfinding Strategy presentation (in Northampton)
  - Background research and precedents
  - Existing signage review
  - Wayfinding principles
  - Information strategy including confirmed list of destinations/assets, nomenclature and approach to interpretation elements
  - Sign typology including content and placement principles
  - Route network, outline placement plan and quantities
5. FINAL Wayfinding Strategy document, updated with client feedback



Route network and sign location planning (for TfL/Legible London).



Development of sign typology (for Ebbsfleet Garden City).

## 3.0 Methodology

### Stage 2. Concept Design

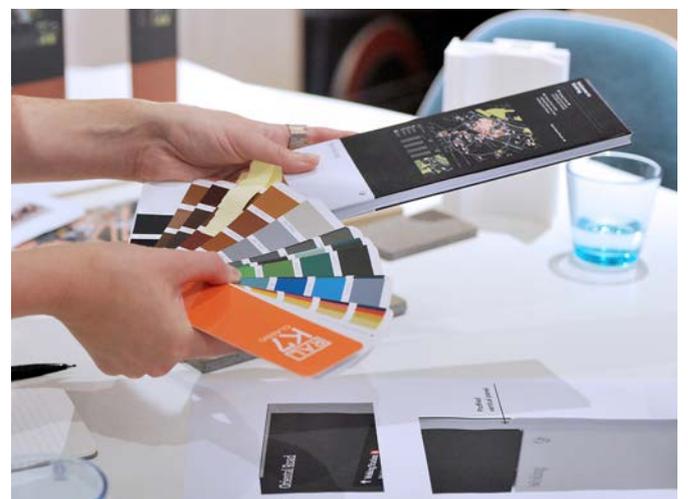
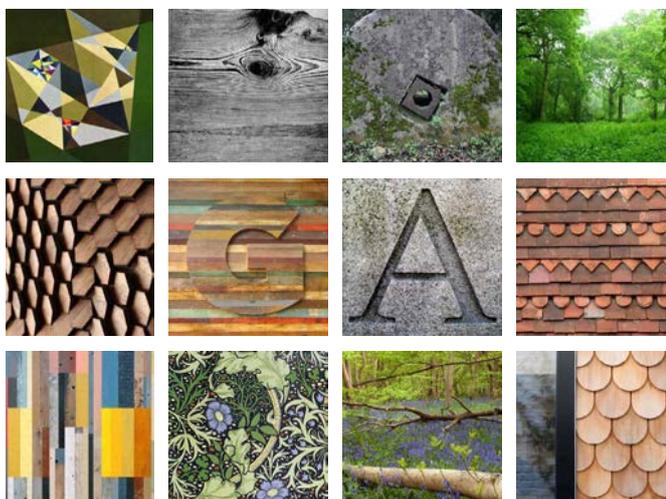
Creation of creative design concepts including visual language, graphic and mapping elements to align with the town's character and identity, alongside the physical sign product form, scale and materiality.

#### Key tasks:

- Contextual research into local heritage and culture. Includes evaluation of future developments, masterplan and local area identity and branding, ensuring design celebrates both the local history yet represents the future of Northampton.
- Early 'Look and Feel' concepts (3no. options) including mood boards and reference imagery for early-stage client/stakeholder review and input.
- Development of 2no. design concepts based on feedback from Look and Feel study, including:
  - System graphics including visual identity, colour palette, typography, arrow formation, pictograms, mapping suite and interpretation elements.
  - Product design including form, scale, materiality and finishes; considers practical aspects such as robustness, cost, buildability, updatability, maintenance needs and sustainability credentials.
- Early engagement with industry-leading signage manufacturers to ensure all designs, from initial concept stage, are achievable against the project's budget, resource and time requirements.
- Validation of design concepts against WNC's strategic study aims throughout this stage.
- Presentation of concept options to client/stakeholders through full colour visuals and engaging Augmented Reality (AR) models to facilitate communication, selection and buy-in.

#### Deliverables:

1. Look and Feel client/stakeholder workshop (in Northampton)
2. Fortnightly design team meetings (remotely)
3. Concept Design client/stakeholder presentation (in Northampton) including:
  - Graphic concepts including branding / identity, colour palette, typography, arrow formation, pictograms, mapping and interpretation elements.
  - Product concepts demonstrating form, scale, materiality and finishes.
4. Final Concept Design Document including preferred concept to be progressed in Stage 3 based on client feedback.



Context and narrative study to inform development of visual identity wayfinding concepts (for Surrey County Council).

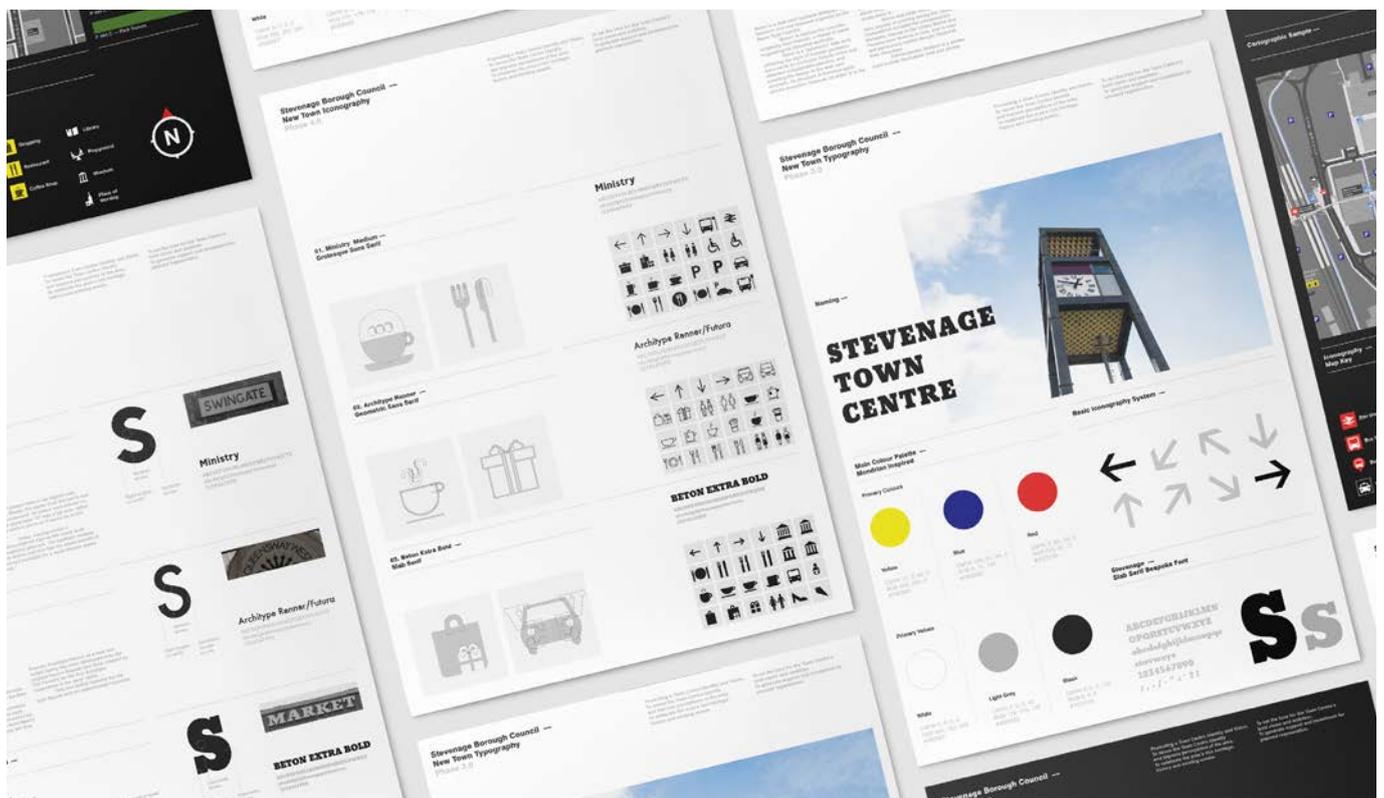
### 3.0 Methodology



Augmented Reality models to visualise and communicate designs in-situ with clients/stakeholders (for Wimbledon / Auckland Airport).



Development of sign product concepts including outline form, scale and materiality (for Ebbsfleet Garden City).



Development of graphic concepts including typography and iconography (for Stevenage Town Centre).

## 3.0 Methodology

### Stage 3. Detailed Design

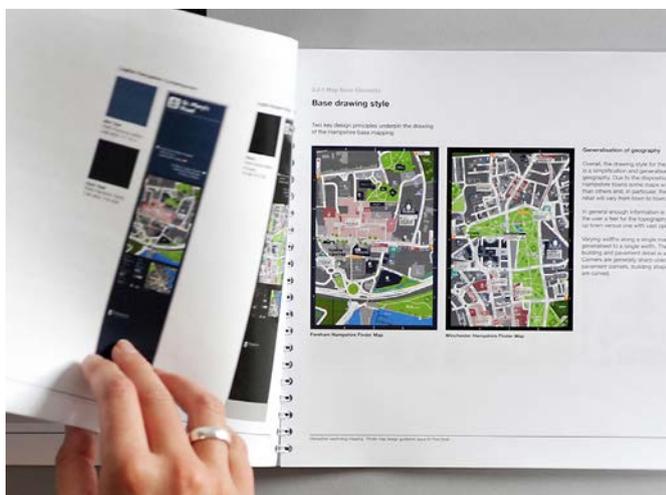
Development of selected concept to detailed design specification including all graphic and product details. Wayfinding strategy to be finalised including detailed placement plans and content schedules.

#### Key tasks:

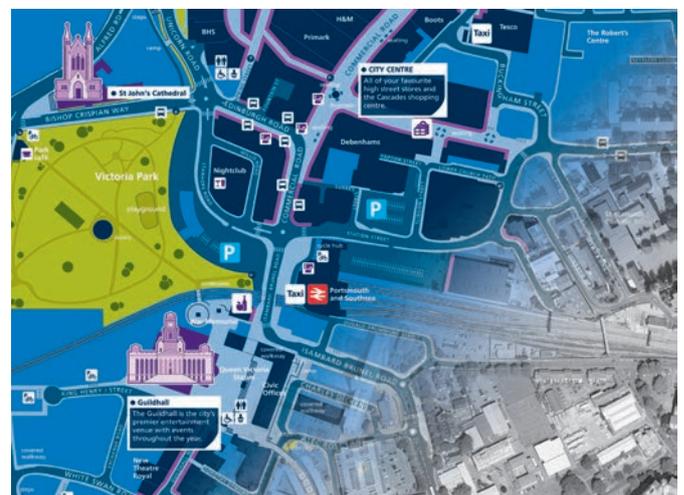
- Finalise detailed sign placement plans and set-outs through on-site audits. Ensure client has required information to carry out any Road Safety Audit (if required).
- Produce content schedule for all sign types including directional messaging and interpretive content (imagery and copy to be supplied by client's marketing/heritage teams).
- Refine chosen concept from Stage 2 to detailed design for all sign types.
- Detail up all graphic elements including typography, colour palette, iconography and mapping, based on the client's preferred concept option.
- Conduct legibility and accessibility testing throughout design stage, including colour contrasts, reading distances/heights and text sizes.
- Develop chosen mapping concept to cover whole scope area, including illustration of any agreed map assets and interpretive content.
- Develop design intent sign product drawings and specifications including dimensions, materials, finishes, fixing details, power and data requirements.
- Liase with industry manufacturers to source material samples for review and client approval.
- Prepare all production-ready sign artwork.

#### Deliverables:

1. DRAFT Detailed Design presentation for client/ stakeholder review (in Northampton)
- Detailed graphic specifications including mapping for implementation area
- Product design drawings and specifications including principles of construction and installation
- Detailed placement plans and content schedule
2. Fortnightly design team meetings (remotely)
3. Material samples
4. FINAL Detailed Design Document, updated with client feedback
5. Production-ready sign artwork
- Produced for review/approval by client with 1no. round of feedback and updates

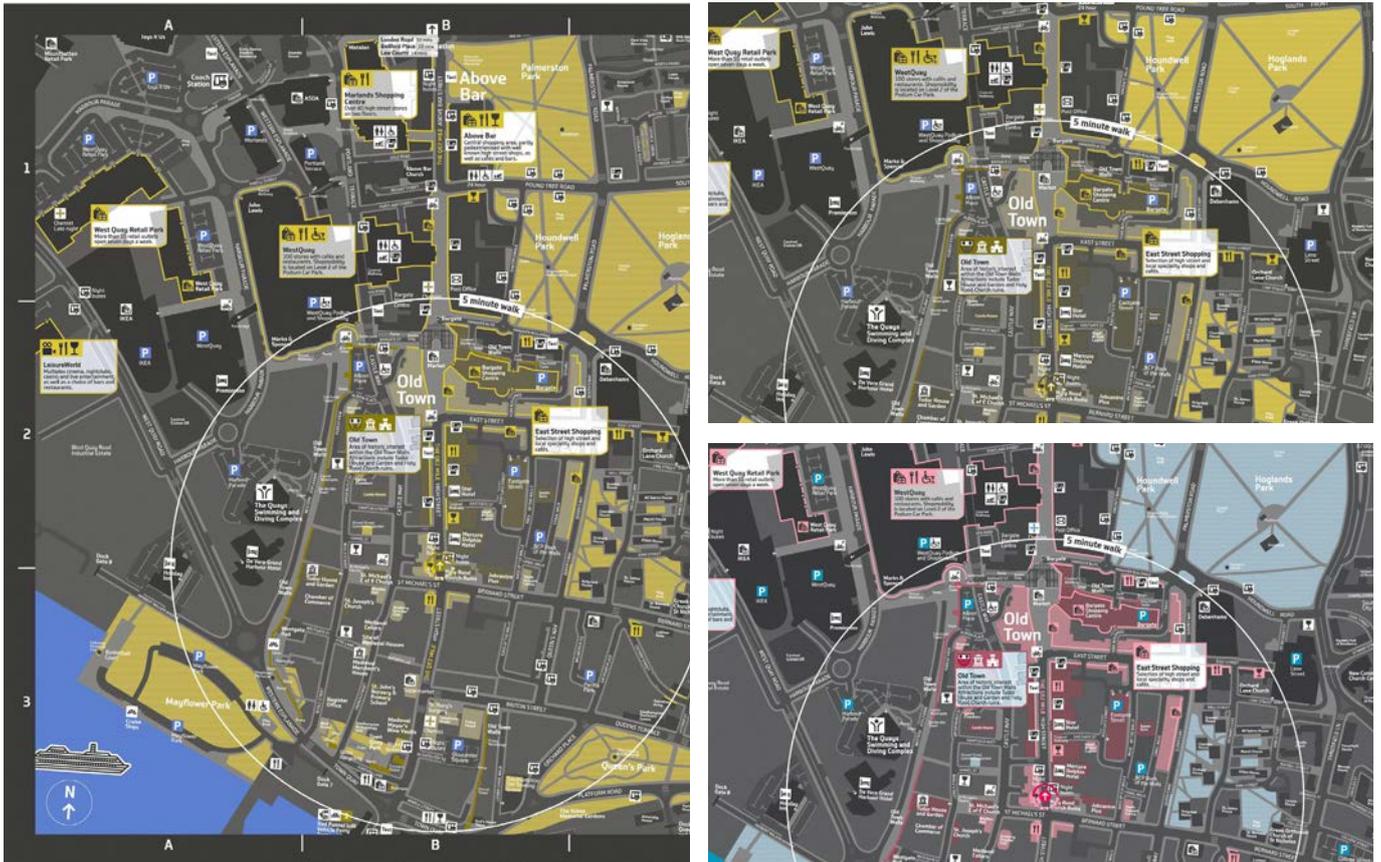


Development of detailed graphic specifications (Hampshire County Council).



Detailed map development using aerial imagery (for Portsmouth City Council).

### 3.0 Methodology

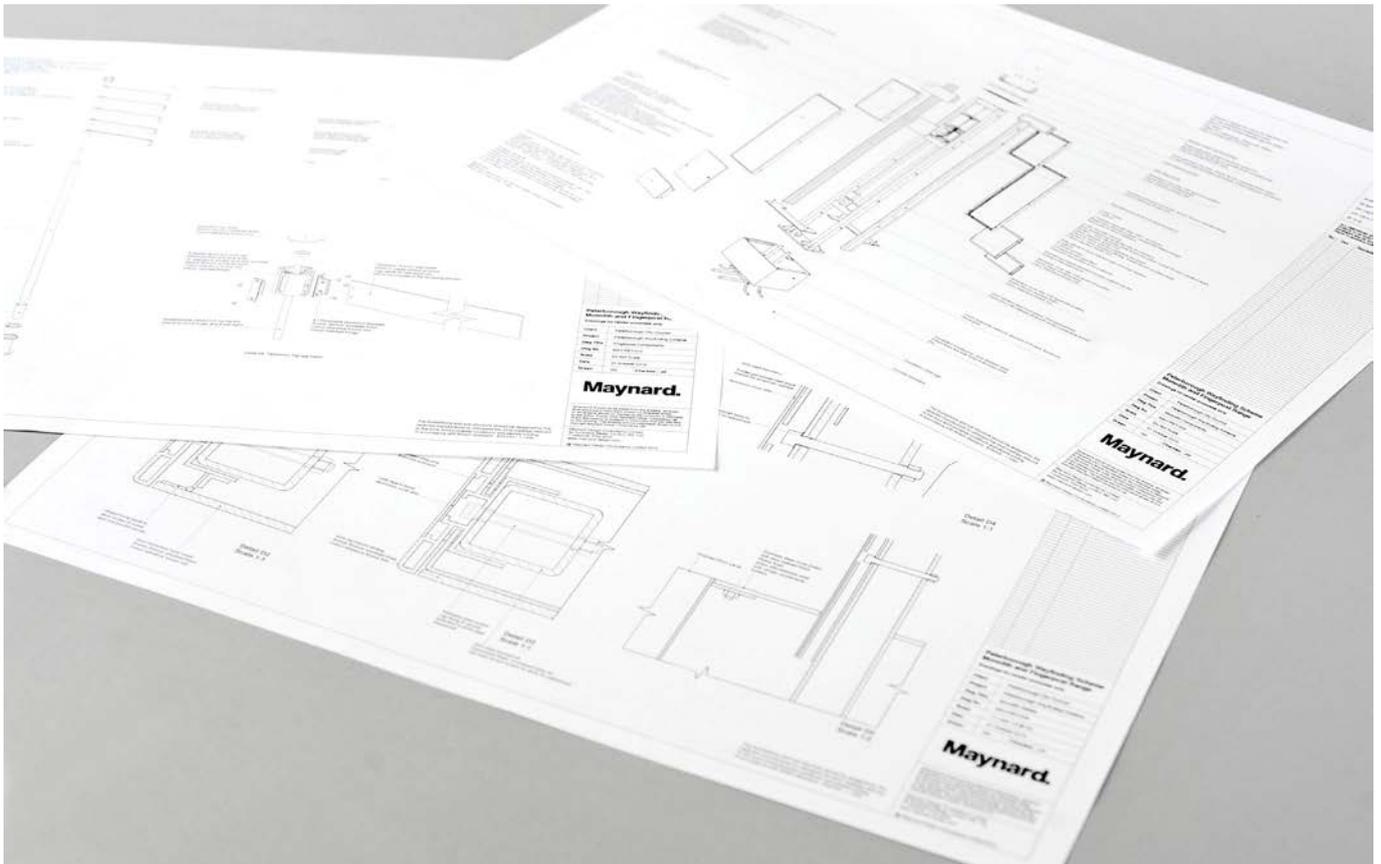


Colour blindness testing during graphic development process (for Southampton Legible City).

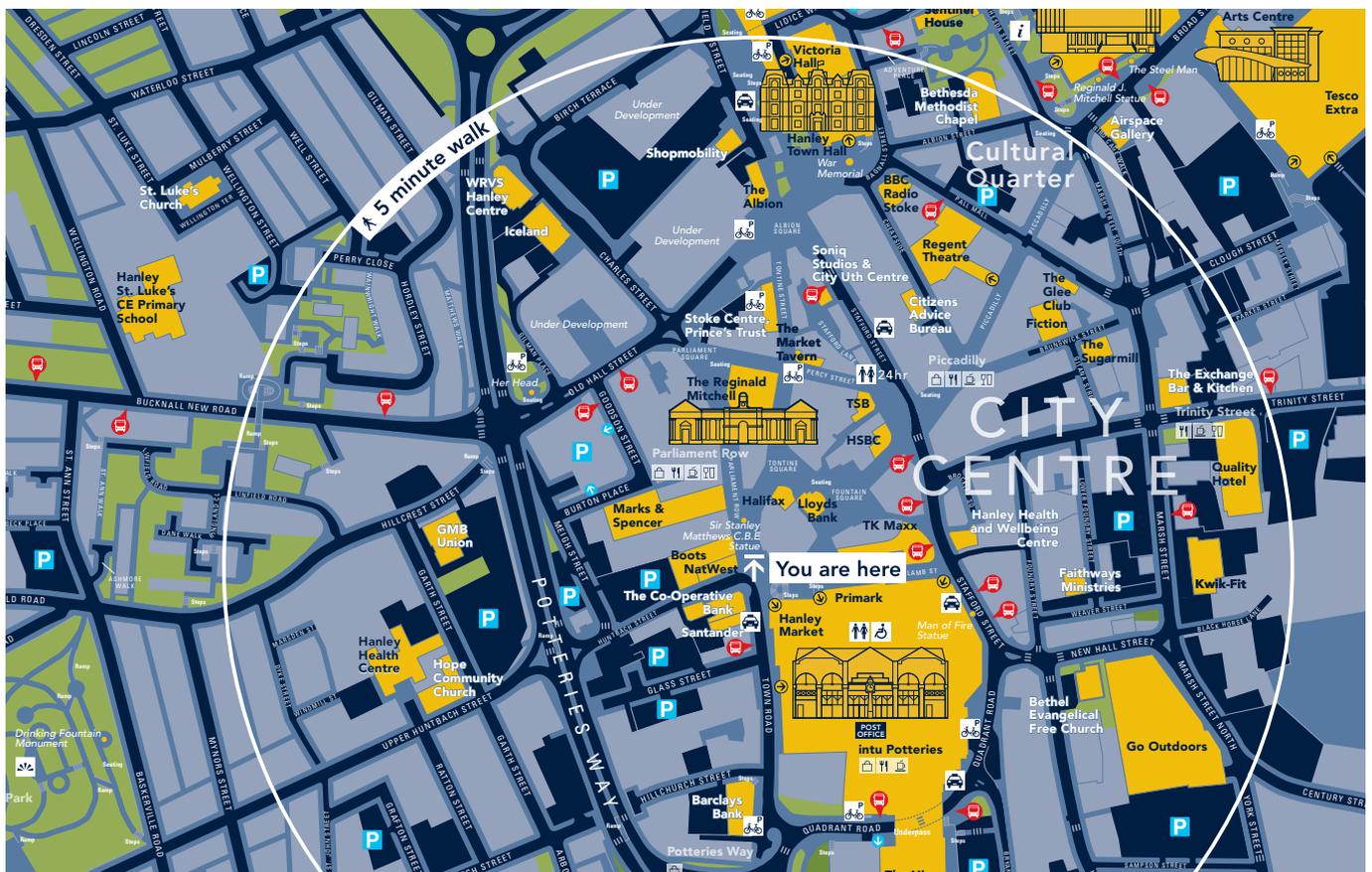


Type size and legibility testing to assist with content accessibility (for Network Rail).

### 3.0 Methodology



Sign product drawings and specification (for Peterborough City Council).



Production-ready sign artworking (for Legible London/Transport for London).

### 3.0 Methodology

#### Stage 4. Specification for Tender and Appointment of Manufacture / Installation Contractor

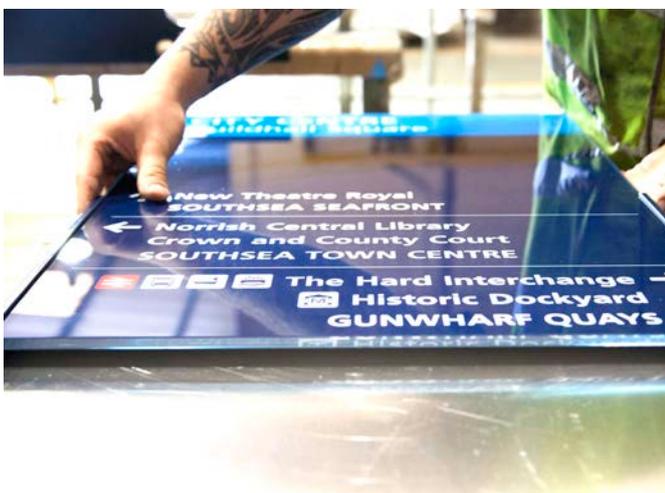
Compilation of detailed design specifications to enable a suitably qualified signage supplier to be procured by West Northamptonshire Council.

##### Key tasks:

- Compile all product, graphic and strategic documentation into tender pack to enable client to procure a suitable signage manufacture and installation contractor.
- Support tender process by identifying vendor shortlist based on expertise in the field and 15+ years of delivering pedestrian wayfinding systems across the UK.
- Support tender process by responding to any design clarifications or technical queries throughout the tender process.
- Maynard can also assist with the tender evaluation and manufacture/installation process, including quality assurance checks during the production stage or carrying out a defects/snagging audit post implementation etc. These are currently outside of the project scope but can be included as an optional extra, if required.

##### Deliverables:

1. Tender Pack Document
  - Detailed sign location plans and quantity schedule
  - Sign content schedule
  - Sign artwork
  - Product drawings and specifications
2. Responses to supplier technical/design queries
3. Fortnightly design team meetings (remotely), if required by client



Maynard has extensive experience working directly with the UK's leading signage manufacturers and are familiar with their production capabilities.

## Programme

Based on our appreciation of the brief and the town's level of complexity, we have proposed the following indicative programme of works. This can be refined during study inception to ensure alignment with the needs and milestones of the client team and any wider or interfacing workstreams.



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## 4.0 Programme

Our suggested programme for undertaking the wayfinding brief is provided on the following pages and is summarised as follows.

The programme shows the completion of the project scope by January 2024. The exact delivery programme and timings can be refined and agreed during project inception to ensure coordination with any client milestones or internal deadlines.

### Parallel workstreams

Our programme achieves the January deadline by overlapping certain activities. The strategic and design elements of the project are intrinsically linked. After an initial couple of weeks of research, information gathering and review, we propose that Stage 2 begins its initial phases and runs in parallel with Stage 1. During this overlapping time our Wayfinding Strategist, Graphic and Product Designers will work closely together to create a design that is well informed by the strategy and the information needs of the wayfinding system.

When we present the strategy towards the end of Stage 1 we will combine this with sharing initial Look and Feel concepts as part of Stage 2 to seek early feedback.

Towards the end of Stage 2, whilst the client is reviewing the draft submission, we also propose that the strategic elements of Stage 3 commenced (e.g. sign content and placement), with detailed graphic and product design beginning once final sign-off on Stage 2 is received.

### Importance of research

At the beginning of both Stage 1 and 2 a period of research will be undertaken. For Stage 1 this will focus on creating an understanding of the town, and how people navigate and interact with it, to understand where and what information users require. For Stage 2 the research will be more heavily focused on the context and heritage of the town and understanding its unique qualities. For both stages we consider this research to be the integral to the project. It will not only inform all subsequent outcomes, but will ensure that the new wayfinding system addressed the needs of the client and users, and visually represents the town in a modern, yet respectful way.

### Client review, feedback and sign-off

For Stages 1 to 3 we have proposed that before each draft of the deliverables is submitted, we hold a presentation to do a page turn of the deliverables. During these presentations we will take the client through our work, and the thinking behind it, step by step and answer any questions that arise along the way. We believe this approach facilitates more collaborative and open conversations as opposed to simply submitting the deliverables by email.

After each presentation the draft documentation will be formally issued alongside a comments log where all feedback can be collated, tracked and actioned.

We have programmed a week for the client to collate feedback and return the log to us. For Stages 1 and 2 we have allowed a week for feedback to be addressed and the final version of the deliverables to be issued for sign-off. For Stage 3 we have allowed slightly longer to provide some contingency around the Christmas period. For Stage 4 we have not provided a comment period as this will involve the collation of previously signed-off work.

As comments will have been received and responded to we anticipate that sign-off of Final documentation will quickly follow. The programme shows submission on a Friday and sign-off the following Monday. If there are any minor comments on the Final deliverables in Stages 1 and 2, these will be recorded and addressed in Detailed Design (Stage 3).

### Monitoring and progress

As Project Manager, Hayley will formally check in with the team each week at scheduled internal design team meetings. This will be supported by ad-hoc conversations and catch-ups as and when required.

Fortnightly project team meetings will allow the Maynard management team to update the client team on progress, discussing work carried out since the previous meeting and planned work in the next fortnight. These sessions will also be used to identify where client or stakeholder input will be required, any issues or risks to the project and programme, and agreement of mitigating actions.

## 4.0 Programme

### Stakeholder engagement

It is important that the proposals presented get feedback and buy-in from various stakeholders. Bi-monthly meetings have been proposed for the stakeholder engagement. We have indicatively shown these meetings coinciding with key project presentations. We feel this will streamline the feedback process and foster collaboration. During the project inception we will seek further input from the client, to clearly outline and agree a plan for stakeholder engagement, detailing the participants required, anticipated timings and objectives of the engagement.

### Personnel working on each stage

Simon Lee (Project Director) and Hayley (Project Lead/Manager) will work across all Stages of work, overseeing progress and outputs and liaising with the client. As Wayfinding Lead, Hayley will take an active role in reviewing the wayfinding strategy and design with the team as it progresses, alongside general project management duties.

**Stage 1:** As Wayfinding Strategist, Sarah will undertake the main tasks and outputs for Stage 1. As Stage 1 and 2 start to overlap she will feed any findings into the design process.

**Stage 2:** As Graphic Designer, Simon Lai will undertake the main tasks and outputs for Stage 2. As he develops design concepts he will be supported by, and receive input from, Sarah (on information requirements) and our Product Designer Matt (on materials, practical considerations and budgets).

**Stage 3:** As the project progresses into its detailed stage, Sarah, Simon Lai and Matt will closely work together to undertake the main tasks and create the deliverables for Stage 3. Sarah will focus on the placement and content on signage, Simon Lai the graphic elements and artwork, and Matt the product drawings and samples.

**Stage 4:** The collation of the detailed design deliverables into a tender pack at Stage 4 will see Sarah, Simon Lai and Matt working on their respective specialisms to pull all the relevant information together in an easy to understand format ready for tendering to signage manufacturers.



User centric and evidence-based approach to design decision making.



A collaborative process with combined client and stakeholder workshops.



Programming opportunities for public engagement to elicit local views.

## 4.0 Programme

### Northampton Town Centre Wayfinding Programme

|   | Week 1<br>18/09/2023 | Week 2<br>25/09/2023 | Week 3<br>02/10/2023 | Week 4<br>09/10/2023 | Week 5<br>16/10/2023 | Week 6<br>23/10/2023 | Week 7<br>30/10/2023 | Week 8<br>06/11/2023 | Week 9<br>13/11/2023 | Week 10<br>20/11/2023 | Week 11<br>27/11/2023 | Week 12<br>04/12/2023 | Week 13<br>11/12/2023 | Week 14<br>18/12/2023 | Week 15<br>25/12/2023 | Week 16<br>01/01/2024 | Week 17<br>08/01/2024 | Week 18<br>15/01/2024 | Week 19<br>22/01/2024 | Week 20<br>29/01/2024 |
|---|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|-----------------------|
| <b>Stage 1: Wayfinding and welcome signage strategy</b>   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Attend project inception meeting  | 1                    |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Undertake information gathering and analysis  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Undertake existing signage audit and analysis   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Undertake a signage placement review  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Develop wayfinding strategy   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Produce strategy documentation  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Present strategy to client  |                      |                      |                      | 2                    |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Client review period  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Update based on comments and submit FINAL   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Client Sign-off   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| <b>Stage 2: Concept design</b>  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Undertake historical and contextual research  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Produce initial look and feel concept ideas (x3)  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Share initial ideas with client (x3)  |                      |                      |                      | 3                    |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Develop three concepts following feedback (x2)  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Produce indicative budget estimates   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Present concepts to client  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Client review period  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Update based on comments and submit FINAL   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Client Sign-off   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| <b>Stage 3: Detailed design</b>   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Finalise sign placement   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Produce sign content schedules  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Develop graphic elements (graphic specification)  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Develop product design (product drawings & specification)   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Liase with industry (budgeting and samples)   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Produce sign artwork  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Present and submit documentation to client  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Client review period  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Update based on comments and submit FINAL   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Client Sign-off   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| <b>Stage 4: Specification for tender and appointment of manufacture and installation contractor</b> |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Compile outputs in to tender pack   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Submit documentation to client  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Client Sign-off   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| <b>Project management / meetings</b>  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Presentations / submissions (refer to numbers in programme)   | 1                    |                      | 2/3                  |                      | 4                    | 5                    |                      | 6                    |                      |                       |                       |                       | 7                     |                       |                       |                       | 8                     |                       | 9                     |                       |
| Bi-monthly stakeholder meetings/presentations   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Fortnightly project team meetings   |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |
| Internal Design Team Meetings (Maynard personnel only)  |                      |                      |                      |                      |                      |                      |                      |                      |                      |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |                       |

# Cost

Our fee proposal for carrying out the full scope of works, broken down by stage and by personnel, is presented in the following section.



## 5.0 Cost

Our fee for carrying out the scope of works, in line with our proposed methodology, is summarised as follows. Invoices are proposed to be issued monthly in arrears for work completed each period (to be confirmed with client).

| Fee by Design Services  | Fee (GBP)         |
|---|-------------------|
| <b>Stage 1.</b><br>Wayfinding signage strategy                          | £15,425.00        |
| <b>Stage 2.</b><br>Concept Design                                       | £17,625.00        |
| <b>Stage 3:</b><br>Detailed Design                                      | £36,350.00        |
| <b>Stage 4:</b><br>Specification for tender / appointment of contractor | £3,325.00         |
| <b>Total (Excluding VAT)</b>  | <b>£72,725.00</b> |

| Fee by Personnel   | Days (Hours) | Day Rate | Cost (GBP)        |
|--|--------------|----------|-------------------|
| <b>Simon Lee</b> Project Director                        | 8.5 (68)     | £800     | £6,800.00         |
| <b>Hayley Branston</b> Project Manager / Wayfinding Lead | 20 (160)     | £725     | £14,500.00        |
| <b>Sarah Rathbone</b> Wayfinding Strategist              | 40 (320)     | £550     | £22,000.00        |
| <b>Simon Lai</b> Graphic Designer                        | 40 (320)     | £550     | £22,000.00        |
| <b>Matt Ramm</b> Product Designer                        | 13.5 (108)   | £550     | £7,425.00         |
| <b>Total (Excluding VAT)</b>                             |              |          | <b>£72,725.00</b> |

### Notes

- All tasks and deliverables, as outlined in this proposal and methodology section.
- Time for site-visits and meetings as detailed in this proposal.

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**Simon Lee**

simon.lee@maynard-design.com

**Maynard Design Consultancy**

info@maynard-design.com

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**London**

5 Baldwin Terrace  
London N1 7RU  
United Kingdom

+44 020 7724 9500

**Melbourne**

L2, 67-73 Hardware Ln  
Melbourne VIC 3000  
Australia

+61 3 8538 1716

**Sydney**

85 William Street  
Darlinghurst NSW 2010  
Australia

+61 2 8667 5333

**Auckland**

101 Pakenham St West  
Auckland 1010  
New Zealand

+64 9 887 7404

## **Schedule 3 Change control**

### **1. General principles**

- 1.1 Where the Authority or the Supplier sees a need to change this agreement, the Authority may at any time request, and the Supplier may at any time recommend, such Change only in accordance with the Change Control Procedure set out in paragraph 2 of this Schedule 3.
- 1.2 Until such time as a Change is made in accordance with the Change Control Procedure, the Authority and the Supplier shall, unless otherwise agreed in writing, continue to perform this agreement in compliance with its terms before such Change.
- 1.3 Any discussions which may take place between the Authority and the Supplier in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 1.4 Any work undertaken by the Supplier and the Supplier Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this Schedule 3, shall be undertaken entirely at the expense and liability of the Supplier.

### **2. Procedure**

- 2.1 Discussion between the Authority and the Supplier concerning a Change shall result in any one of the following:
  - (a) no further action being taken; or
  - (b) a request to change this agreement by the Authority; or
  - (c) a recommendation to change this agreement by the Supplier.
- 2.2 Where a written request for a Change is received from the Authority, the Supplier shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Supplier to the Authority within three weeks of the date of the request.
- 2.3 A recommendation to amend this agreement by the Supplier shall be submitted directly to the Authority in the form of two copies of a Change Control Note signed by the Supplier at the time of such recommendation. The Authority shall give its response to the Change Control Note within three weeks.

2.4 Each Change Control Note shall contain:

- (a) the title of the Change;
- (b) the originator and date of the request or recommendation for the Change;
- (c) the reason for the Change;
- (d) full details of the Change, including any specifications;
- (e) the price, if any, of the Change;
- (f) a timetable for implementation, together with any proposals for acceptance of the Change;
- (g) a schedule of payments if appropriate;
- (h) details of the likely impact, if any, of the Change on other aspects of this agreement including:
  - (i) the timetable for the provision of the Change;
  - (ii) the personnel to be provided;
  - (iii) the Charges;
  - (iv) the Documentation to be provided;
  - (v) the training to be provided;
  - (vi) working arrangements;
  - (vii) other contractual issues;
- (i) the date of expiry of validity of the Change Control Note;
- (j) provision for signature by the Authority and the Supplier; and
- (k) if applicable, details of how costs incurred by the parties if the Change subsequently results in the termination of this agreement under clause 24.1(e) will be apportioned.

2.5 For each Change Control Note submitted by the Supplier the Authority shall, within the period of the validity of the Change Control Note:

- (a) allocate a sequential number to the Change Control Note; and
- (b) evaluate the Change Control Note and, as appropriate:
  - (i) request further information;
  - (ii) accept the Change Control Note by arranging for two copies of the Change Control Note to be signed by or on behalf of the Authority and return one of the copies to the Supplier; or
  - (iii) notify the Supplier of the rejection of the Change Control Note.

2.6 A Change Control Note signed by the Authority and by the Supplier shall constitute an amendment to this agreement.

## **Schedule 4 Data processing**

- 1. Processing by the Supplier**
  - 1.1 Scope [Why the Data is being transferred to the Supplier]**
  - 1.2 Nature [How the data will be transferred and how it will be used]**
  - 1.3 Purpose of processing [what will be achieved by processing the Data]**
  - 1.4 Duration of processing [how long does the Supplier need to process the Data]**
- 2. Types of Personal Data [names, addreses, DOB, email addresses etc.]**
- 3. Categories of Data Subject [Home owners, residents, members of a specific group etc]**