

ARTIST'S CONTRACT CRIB SHEET

WHO	This is a contract between 1) Eastleigh Borough Council and 2) Nicola Henshaw
WHAT	This is an Agreement for the project titled "Seated in Nature", to produce artworks.
WHERE	Artworks will be produced for sites which are within the Hedge End, West End and Botley (HEWEB) Local Area of Eastleigh Borough in Hampshire.
WHEN	05 01 2026 — 01 06 2027
HOW	
01 – 02 2026	Concepts – creation of initial public art proposal and delivery schedule
03 – 04 2026	Technical Design – public consultation & development of detailed Proposal
05 – 10 2026	Production – fabrication of Artworks
11 – 12 2026	Installation & Completion – installation of Artworks on Site and any launch events
01 – 06 2027	Defects Period – making good of any defects which become apparent in the 6 months following installation.
BUDGET	£65,000 Total Production Budget including Lead Artist's fee inclusive of all expenses
CONTACT	Your key contact is Project Manager, Vickie Fear: vickie.fear@eastleigh.gov.uk 023 8068 8493
PAYMENT	Send invoices to AccountsPayable@eastleigh.gov.uk detailing Purchase Order number [REDACTED]
APPENDICES	SCHEDULE ONE: Project Description SCHEDULE TWO: Delivery and Payment Schedule APPENDIX ONE: Terms and Conditions for Consultancy Services APPENDIX TWO: Artist's Brief

ARTIST'S CONTRACT

SEATED IN NATURE

THIS AGREEMENT is made on 19th January 2026

BETWEEN:

(1) **EASTLEIGH BOROUGH COUNCIL** of Eastleigh House, Upper Market Street, Eastleigh, Hampshire, SO50 9YN ("the Council")

and

(2) **NICOLA HENSHAW** o [REDACTED]
[REDACTED] ("the Lead Artist");

1 BACKGROUND

- (A) The Council is the Local Planning Authority and Borough Council for the area in which the Sites are located.
- (B) The Sites are owned by Eastleigh Borough Council, Botley Parish Council, Hedge End Town Council and West End Parish Council ("the Site Owners").

2 AGREEMENT

- 2.1 This Agreement is conditional upon the Site Owners granting consent for the purposes of carrying out the Project and thereafter for the retention of the Artwork on the Sites.
- 2.2 The Council agrees to commission the Lead Artist to undertake the Project described in Schedule One and will pay the Lead Artist in accordance with the Payment Schedule in Schedule Two. The Council and the Lead Artist will carry out their obligations as described in this contract. The Lead Artist agrees to deliver the Project under the following terms and in accordance with the Delivery Schedule in Schedule Two.

3 DEFINITIONS AND INTERPRETATIONS

- 3.1 The following definitions shall apply in this Agreement:

Artist's Brief: the "Seated in Nature" document dated October 2025 which can be found at Appendix Two of this agreement.

Artworks: All physical pieces, performative or temporal presentations produced by the Lead Artist or its Sub-Contractors in carrying out the Project.

Completion Date: The date by which the Council and the Lead Artist agree to complete the Project and deliver the commissioned artworks, or such earlier date as the Council notifies the Lead Artist in writing that the Project has been carried out to the Council's satisfaction.

Developer:	The company who have paid developer's contributions towards the Project budget under an agreement entered into with the Council pursuant to s 106 Town and Country Planning Act 1990.
Fee:	A fee payable by the Council to the Lead Artist in accordance with the provisions of this Agreement excluding (but only where a valid VAT invoice has been provided) VAT.
Intellectual Property Rights:	includes all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.
Payment Milestone:	The payment milestones set out in Schedule 2.
Project:	The development, production and installation of the Artworks in accordance with Schedule One (Project Description) and Schedule Two (Delivery & Payment Schedule).
Project Manager:	The person appointed or employed by the Council to work with the Lead Artist and Steering Group and ensure successful delivery of the Project.
Steering Group:	The group appointed in accordance with clause 5.3 to monitor the delivery of the project.
Sites:	Local authority owned public open space in Botley, Hedge End and West End, to be confirmed during the project at the discretion of the Site Owners.
Sub-Contractors	Any person or organisation appointed by the Lead Artist to undertake work in relation to the Project subject to proper consultation and prior approval by the Council.
VAT:	Value Added Tax chargeable under English law for the time being and any similar additional tax

- 3.2 The Schedules and background form part of this Agreement and shall have effect as if set out in full in the body of this Agreement.
- 3.3 Words in the singular shall include the plural and vice versa, and references to masculine and feminine shall be interchangeable.

4 OBLIGATIONS OF THE LEAD ARTIST

- 4.1 The Lead Artist shall:

- 4.1.1 obtain and maintain all necessary licences and consents and comply with all relevant legislation in relation to:
 - a) the Project;
 - b) installation of Artworks; and
 - c) the use of all documents, information and materials relating to the Project; including the Artworks, software, data, reports and specifications.
- 4.1.2 provide to the Council, for its approval, any risk assessments the Council requests relating to any part or aspect of the Project.
- 4.1.3 confirm in writing that they will take on the role of Principal Designer, as described under the Construction (Design and Management) Regulations 2015 and provide to the Council for its written approval:
 - a) a Pre-Construction Phase Plan
 - b) a Construction Phase Plan
 - c) a method statement setting out the method to which the installation of the Artwork will be undertaken and evidence that such installation complies with the Construction (Design and Management) Regulations 2015.
- 4.2 Subject to compliance with the provisions contained in clause 4.1, the Lead Artist shall carry out the Project in accordance with Schedule One, Schedule 2 and the Council's Terms and Conditions for Consultancy Services, a copy of which can be found at Appendix One.
- 4.3 If there is an inconsistency between the provisions of this agreement and the provisions of the Council's Terms and Conditions for Consultancy Services, the provisions of this agreement shall prevail.
- 4.4 The Lead Artist shall deliver the Project by the Completion Date and in accordance with the timescales set out in Schedule Two.
- 4.5 The Lead Artist shall not appoint Sub-Contractors to assist in carrying out the Project without prior written approval of the Council, such approval shall not be unreasonably withheld.
- 4.6 The Lead Artist shall ensure that all Sub-Contractors or employees observe all health and safety rules and regulations and any other security requirements that apply for this Project.
- 4.7 The Lead Artist shall co-operate with the Council in carrying out the Project and shall comply with the requests and recommendations of the Council and/or the Steering Group.
- 4.8 The Lead Artist shall exercise all reasonable and proper skill, care and diligence whilst carrying out the Project.
- 4.9 If requested, the Lead Artist shall, at their own cost, provide to the Council copies of any materials produced in carrying out the Project such as maquettes or CAD drawings.
- 4.10 The Lead Artist is required to provide the Council with a comprehensive maintenance schedule for the Artworks prior to the Completion Date and the Council may (acting reasonably) require the Lead Artist to provide further or

supporting information to ensure that the relevant Site Owner is able to follow the maintenance schedule for the upkeep of the Artworks.

- 4.11 By the Completion Date, the Lead Artist shall have provided all documents, files and information relating to the Project (as described in Schedule One) to the Council.
- 4.12 The Lead Artist shall ensure that all necessary consents and permissions are obtained to maintain photographic records of the Project.
- 4.13 The Lead Artist may, subject to review and prior written approval by the Project Manager, use the Council's logo in conjunction with their own logo when referencing the Project.

5 OBLIGATIONS OF THE COUNCIL

- 5.1 The Council shall use reasonable endeavours to provide the Lead Artist with any information required to enable them to carry out the Project.
- 5.2 The Council shall take on the role of Client, as described under the Construction (Design and Management) Regulations 2015 and supply to the Artist all sufficient resources to enable the Artist to complete the commission.
- 5.3 The Council shall form a Steering Group comprising of representatives of the Council, the Developer and any other Stakeholders as it feels necessary, to monitor and regulate the Project including:
 - 5.3.1 approving the Lead Artist's proposals of Artworks for the Project;
 - 5.3.2 providing advice in relation to project planning and installation of Artworks; and
 - 5.3.3 approving completion of the Project.
- 5.4 On behalf of the Council, the Project Manager shall organise meetings of the Steering Group, either including the Lead Artist or reporting their comments back to the Lead Artist, as is felt to be appropriate by the Project Manager.
- 5.5 Subject to the Lead Artist complying with the terms of this Agreement, the Council shall pay each Fee which is properly due in accordance with Schedule Two, within 28 days of the Lead Artist supplying an invoice.
- 5.6 For avoidance of doubt, the Council shall not be liable for any Fee or proportion of any Fee in respect of any Payment Milestone:
 - 5.6.1 that has not been completed and carried out in accordance with Schedule Two; or
 - 5.6.2 if this Agreement is terminated (in accordance with Clause 8) before the Project Milestone concerned has been completed and carried out in accordance with Schedule Two.

6 INDEMNITY

The Lead Artist shall indemnify the Council on a full indemnity basis against any costs (including legal costs on a solicitor and client basis), claims, damages, proceedings or other infringement action of Intellectual Property Rights or other third party rights enforced or pursued against the Council, or that the Council may suffer or

incur as a result of or in connection with any damage to property or any injury (whether fatal or otherwise) to any person which may result directly or indirectly from the Project or any negligence or breach of this Agreement by the Lead Artist.

7 INSURANCE

7.1 The Lead Artist warrants that it has in place, with a reputable insurance company based in the United Kingdom, a policy or policies of insurance covering all the indemnities under this Agreement, and during the term of this Agreement the Lead Artist shall maintain in force the following insurance cover:

7.1.1 Employers liability insurance of not less than five million pounds (£5,000,000) (if an employer)

7.1.2 Public liability insurance of not less than two million pounds (£2,000,000)

7.2 Prior to commencement of the Project, the Lead Artist shall provide the Council with a copy of the insurance certificate(s) with details of the cover required in accordance with Clause 7.1 and the receipt for the current year's premium.

8 OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

8.1 The Council and the Lead Artist agree that ownership of the Artworks produced in connection with the Project shall pass to the Council on completion of the Stage 4 milestone set out in Schedule 2.

8.2 The Lead Artist warrants that none of the documentation and materials used or created as part of the Artworks for the Project shall infringe any patent, trade mark, registered design, copyright or other rights in industrial property of any third party.

8.3 Copyright in the Artworks will remain at all times with the Lead Artist. The Lead Artist asserts its right to be identified as the artistic creator of the Artworks in accordance with Section 78 of the Copyright Designs and Patents Act 1988 on all occasions when the designs or any permitted reproduction is exhibited, published or issued to the public.

8.4 The Council and the Developer will, on the date of this Agreement, be granted by the Lead Artist, an exclusive, perpetual, royalty free licence to make or authorise to be made any photograph, video or audio recording of the Artworks and to include or authorise the inclusion of the Artworks in any record, publication, film, video, livestream or television broadcast intended to promote the Project, excluding the sale of the Artworks or other commercial exploitation.

9 TERMINATION

9.1 The Lead Artist shall notify the Council in writing immediately upon the occurrence of any of the following events:

9.1.1 where the Lead Artist is an individual if a petition is presented for the Lead Artist's bankruptcy or a criminal bankruptcy order is made against

the Lead Artist, or the Lead Artist makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage his affairs;

9.1.2 where the Lead Artist is a firm; or a number of persons acting together in any capacity if any event in 9.1.1 to 9.1.3 of this Condition occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Lead Artist to be wound up as an unregistered company; or

9.1.3 where the Lead Artist is a company, if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge.

9.2 The Council shall be entitled to terminate this Agreement by notice to the Lead Artist with immediate effect if:

9.2.1 any of the events described in clause 9.1 occurs;

9.2.2 the Lead Artist has committed a material breach of any of its obligations under this Agreement that is capable of remedy and fails to remedy such a breach within 10 working days following written notification by the Council, whereupon this Agreement shall cease and determine immediately without prejudice to any other rights and remedies of the Council.

9.2.3 the Lead Artist has committed a material breach of any of its obligations under this Agreement that is not capable of remedy.

9.2.4 where the Lead Artist is an individual, if they die or be adjudged Incapable of managing their affairs within the meaning of Part VII of the Mental Health Act 1983.

9.3 Without prejudice to any other rights or remedies which the Council may have, the Council may also terminate this Agreement at any time from the date of this Agreement without liability to the Lead Artist on giving the Lead Artist not less than two weeks written notice.

9.4 In the event of termination under this clause 9, the Council may pay to the Lead Artist such part of any Fee as the Council determines at its absolute discretion on a pro-rata basis for all work completed in accordance with Schedule One up to the date of this Agreement terminating.

10 FORCE MAJEURE

10.1 No party shall be treated as being in default under this Agreement for any failure to perform its obligations caused directly or indirectly from any act of god, act or consequence of war, enemy action, fire, terrorism, riots, civil commissions, strikes, lock-out, local disturbances, requisitions by or under the order of government or public body or council or any other cause beyond the control of the parties.

10.2 Notwithstanding the foregoing, if any party wishes to rely on the provisions in clause 10.1 of this Agreement to excuse its non-performance or delay of its

obligations ("the Defaulting Party") it shall forthwith (and in any event within seven days of the occurrence of the relevant event):

- 10.2.1 notify the other party of the occurrence of the event and the likely impact of same in relation to the Defaulting Party's ability to perform its obligations hereunder; and
- 10.2.2 use all reasonable endeavours to overcome any difficulties arising from the relevant event and to minimise the length of any delay in its performance of its obligations arising from same.

11 DISPUTES

- 11.1 Either the Lead Artist or the Council may refer any dispute arising under or in connection with this Agreement to an independent mediator for settlement. Each party shall bear its own costs in connection with such referral.
- 11.2 Should the Lead Artist die or become incapacitated before completion of the Project, the Council will own all Artworks done up to the death or incapacity of the Lead Artist and will have the right to finish the Artworks to the original design.

12 NOTICES

- 12.1 Any notice or other communication given under or pursuant to this Agreement must be given in writing and must be delivered in person or sent by post. Communications must be sent to the address for communications given in the Agreement (which may be altered at any time by the altering Party giving the other party seven days' notice of a changed address).

13 BRIBERY AND CORRUPTION

- 13.1 The Council may terminate this Agreement and recover from the Lead Artist the amount of any loss resulting from such cancellation:
 - 13.1.1 If the Lead Artist shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for so doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the contract or any other contract, with the Councillor for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Council, or;
 - 13.1.2 If the like acts shall have been done by any person in the employ or on behalf of the Lead Artist (whether with or without the Lead Artist's knowledge, or;
 - 13.1.3 If in relation to any contract with the Council the Lead Artist or any person in the employ of or acting on the Lead Artist's behalf shall have committed any offence under the Bribery Act 2010 or shall have given any fee or reward the receipt of which is an offence under Section 117 of the Local Government Act 1972.

14 GOVERNING LAW

Unless this Agreement specifies otherwise, this Agreement shall be governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

SCHEDULE ONE

Project Description

The Project aims to deliver public art as specified in the Artist's Brief.

1 The Lead Artist shall:

- 1.1 design, develop, fabricate, deliver and install public art in accordance with the project brief that also sets out a framework for the delivery and implementation of Stages 2 and 3 in the Delivery Schedule (Schedule Two).
- 1.2 manage, where necessary, the creation and installation of Artworks by Sub-Contractors.
- 1.3 manage, where necessary, any works to the highway as part of the Project and obtain any necessary consents, licenses etc. as required by the Local Highway Authority.
- 1.4 provide the following documentation for the Project:
 - 1.4.1 Regular updates for the Steering Group, or as requested by the Project Manager;
 - 1.4.2 Photographic record of activities;
 - 1.4.3 All appropriate health & safety documentation for the Artworks and installation of the Artworks;
 - 1.4.4 Maintenance schedule and instructions for repair in the event of damage.

SCHEDULE TWO

Delivery & Payment Schedule

The Lead Artist's Commission of **£65,000** excluding VAT shall be paid according with the Delivery Schedule as follows:

Stage 1: Commencement (20%)

Payment: The Council shall pay the sum of £13,000 to the Lead Artist within 28 days of the date of this Agreement and on receipt of an invoice.

Stage 2: Concepts (25%)

Delivery: The Lead Artist shall ensure that an initial public art proposal and delivery schedule has been completed and submitted to the Council on or before 02.03.2026.

Payment: The Council shall pay the sum of £16,250 to the Lead Artist strictly subject to the completion of a public art proposal for the Sites and the Council and/or the Steering Group providing their written approval.

Stage 3: Technical Design & Production: (25%)

Delivery:

- A. The Lead Artist shall ensure that a detailed public art proposal including drawings of Artworks are completed and submitted to the Council for approval on or before 01.05.2026, prior to fabrication.
- B. The Lead Artist shall ensure that the fabrication of the Artworks is completed and available for approval on or before 02.11.2026.

Payment:

- The Council shall pay the sum of £16,250 to the Lead Artist strictly subject to:
 - A. the completion of detailed working drawings for the Artwork prior to fabrication and the Council and/or the Steering Group providing their written approval.
 - B. the approved and inspected fabrication of the Artwork and the Council and/or the Steering Group providing their written approval.

Stage 4: Installation & Completion (27.5%)

Delivery: The Lead Artist shall co-operate with the Council to ensure that the Project is completed including installation on the Sites on or before the completion date of 01.12.2026.

Payment:

- The Council shall pay the sum of £17,875 to the Lead Artist following project completion, that is, installation to the Sites and snagging, strictly subject to the Council and/or the Steering Group providing written approval.

Stage 5: Defects Liability (2.5%)

Delivery: The Lead Artist shall make good any defects which become apparent in the six months following installation.

Payment:

- The Council shall pay the sum of £1,625 to the Lead Artist strictly subject to the Council and/or the Steering Group providing written approval following a six-month defects liability period. This fee will be released subject to making good any defects as required.

SIGNATURES

Signed by:

A dark, rounded rectangular box containing a handwritten signature in light blue ink.

[Print Name]

A dark, rounded rectangular box containing a handwritten signature in light blue ink.

[Signature]

On behalf of
Eastleigh Borough Council

Signed by:

A dark, rounded rectangular box containing a handwritten signature in light blue ink.

Nicola Henshaw.....
[Print Name]

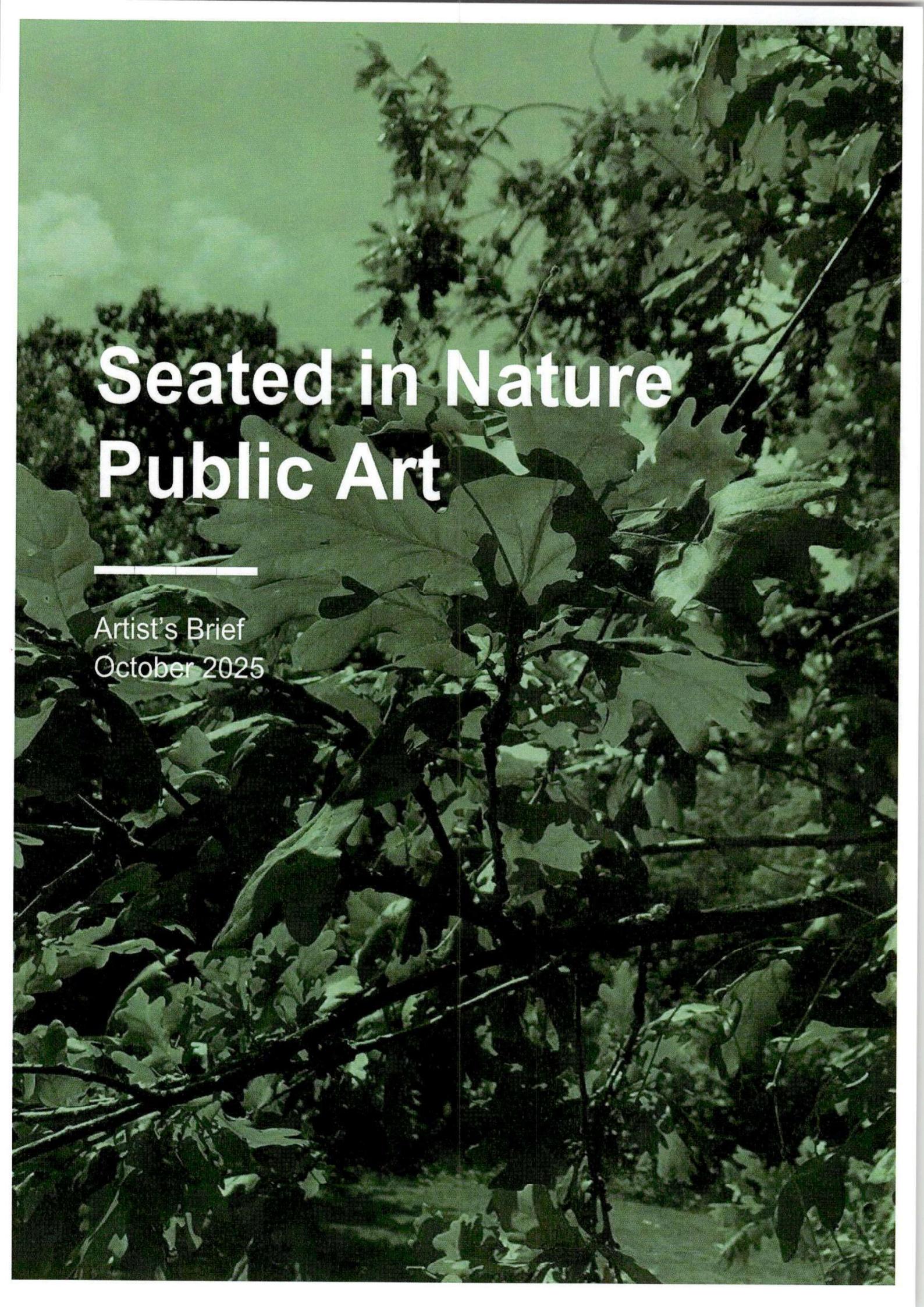
[Signature]

On behalf of
Lead Artist

APPENDIX ONE

The Council's Terms and Conditions for Consultancy Services are available to view on the Council's website: <https://www.eastleigh.gov.uk/media/8415/procurement-tcs-provision-of-consultancy.pdf>

APPENDIX TWO
Artist's Brief



Seated in Nature Public Art

Artist's Brief
October 2025

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Executive Summary

Eastleigh Borough Council is inviting submissions from Artists or an Artist Collective to develop and deliver a Public Art commission at sites across Hedge End, West End and Botley (HEWEB).

The Council welcomes proposals from across the creative disciplines including interdisciplinary approaches between Artists and collaborators of their choosing.

The Commission is funded from Section 106 Developer's Contributions for Public Art, to be used at Boorley Park and in the local area of HEWEB.



Telegraph Woods, West End

1. Project Vision

a. Vision Statement

Co-creating bespoke, artistic seating to encourage the enjoyment of green spaces.

b. Project Background

Eastleigh Borough Council is committed to supporting Public Art as a contributing factor in '*building strong, vibrant and healthy communities*' (EBC Public Art Strategy).

Developer's Contributions for public art have been secured as part of the planning obligations for the Boorley Park development.

Following the adoption of the Vision for Public Art in Hedge End, West End and Botley new public art commissioning in the area seeks to deliver against the Guiding Principle of co-creation described in the Vision.

2. Project Context

a. Site Location

The sites will be identified during the development of this project and are expected to include locations in all three parishes with the majority in the Boorley Green area. The Parishes of Botley and West End, and the town of Hedge End are south east of the town of Eastleigh. The M27 divides West End (to the west) from Hedge End and Botley (to the east). The primary site for this project is Boorley Green, north of the railway line dividing the Parish of Botley.

b. Project Context

The area is predominantly suburban in character. According to the 2021 census, Hedge End has a population of 21,516 people, West End Village has a population of 12,021 and the village of Botley has a current population of 7137 people but with further development in progress in Botley it can be expected to rise by at least 2000 people in the next ten years. Hedge End, West End and Botley are overseen by the HEWEB Local Area Committee (LAC) for the Borough of Eastleigh.

The project aims to deliver the first priority project identified in the 'Vision for Public Art in Hedge End, West End and Botley', developed in 2024 through extensive community engagement.

Public Art in the Eastleigh Borough is informed by the adopted Public Art Strategy: <https://www.eastleigh.gov.uk/parks-leisure-and-culture/arts-and-culture/public-art/eastleighs-public-art-policies>

c. Historic Context

The wider area of HEWEB has a rich and varied history. The settlement of Boorley Green has grown from its roots as a small farming community in the 12th Century, and the site now named Boorley Park was previously operated by Botley Park Hotel Golf & Country Club as a golf course established in 1989 and closed in 2015.

3. Project Brief

a. Project Aims

Public Art in Eastleigh Borough is required by the adopted Public Art Strategy to meet the Council's Corporate Priorities to contribute to the delivery of the long-established strategic aims of Enabling a Healthier Eastleigh, Shaping Places, Protecting Our Environment and Creating Homes and Communities.

This project creates opportunities to:

- promote mental and physical wellbeing and reduce social isolation.
- increase local distinctiveness and have a positive impact upon the community identity.
- enhance the public realm and resident's enjoyment of the public open space on their doorsteps.
- build connections between new developments in Botley and existing communities across the local area.

b. Guiding Principle

Public Art in HEWEB has a Guiding Principle of Co-creation.

This principle emphasises:

- Involving local people and valuing local talent and perspectives
- Fostering collaboration and inclusivity in our artistic initiatives
- Nurturing artistic growth through creativity and innovation
- Viewing public spaces as sites for shared artistic expression
- Acknowledging our strong connection to the natural environment.

This project will need to align with the Guiding Principle to achieve successful outcomes and deliver against the following opportunities highlighted in the Vision:

- Actively involve the community in the artistic process, from concept development to creation
- Ensure accessibility for all, both physically and conceptually
- Create art that serves practical purposes while elevating visual appeal
- Enhance connectivity between different areas of HEWEB
- Prioritise artworks that harmonise with and enhance green spaces
- Consider art series or trails that encourage exploration of the entire HEWEB area.

This project will also prioritise:

Longevity – Using long-lasting and durable materials to ensure permanence.

Collaboration – working with partners in Parish and Town Councils to identify locations and consider future maintenance from the outset.



Wildern Local Nature Reserve, Hedge End

c. Forms of Public Art

As described in the EBC Public Art Strategy,

“Public art can take a number of forms, for example:

- *It may be discrete or incorporated within a building’s structure or result in the creation of new public spaces, landscape (hard and soft), lighting features, seating, sculpture, signage or flooring;*
- *It may take the form of stonework, metalwork, photography, prints, paintings, textiles, ceramics, projection, moving images, computer generated images, performance, events or music commissions;*
- *It may be temporary or permanent.”*

For this project EBC is commissioning sculptural seating.

d. Public & Stakeholder Engagement/Consultation

A core part of this project is engagement with local residents and stakeholders including the project Steering Group. This process of consultation will help clarify the aspirations of the community and determine what can be delivered within the constraints of the project budget.

The separate communications budget can be used to support consultation and can enable digital and/or print requirements such as advertising for special events, or data collection questionnaires which can be produced by the EBC Communications team.

e. Roles & Responsibilities

Appointed Artist – The Artist or Artist Collective selected to deliver this Commission is responsible for development and delivery of the artwork including community engagement. They will need to manage relationships with any collaborators or sub-contractors and ensure delivery of all work is high quality, within budget and to the agreed timescale. They are expected to attend meetings (mostly online) with the Steering Group and supply regular updates throughout the project to the Project Manager.

[Throughout the rest of the Artist’s Brief ‘Appointed Artist’ refers to an Artist or Artist Collective selected to deliver the project and doesn’t infer a preference.]

Project Manager – Vickie Fear, Public Art Officer for Eastleigh Borough Council will manage this project, ensuring EBC processes for delivery, reporting and archiving are adhered to and completed within budget and to the agreed timeline. The Project Manager is

the Appointed Artist's main point of contact and reports to (and is part of) the Steering Group.

Steering Group - The Steering Group's role is to support the project from commencement to completion; more specifically they are responsible for shortlisting Artists for interview, selecting the Appointed Artist and approval of the Commission for the site. The members of this group are committed to attending regular meetings and representing the viewpoints of the wider community.

The Steering Group consists of:

Cllr Janice Asman

Cllr Richard Gomer (Chair)

Cllr Leigh Hadaway

Cllr Dave Kinloch

Cllr Derek Pretty

Ross McClean (Local Area Manager for HEWEB)

Keeley Mitchell (Assistant Local Area Manager)

Vickie Fear (EBC Public Art Officer).

Membership of the Steering Group may be reviewed at any time.



Boorley Park development, Boorley Green

f. Maintenance/decommissioning

As described in the EBC Public Art Strategy,

“To ensure that the Council’s public art collection and the surrounding areas remain of high quality, artworks that are no longer relevant or have reached the end of their lives will be decommissioned.”

The Appointed Artist and Project Manager will discuss decommissioning at the contracting stage of this project to proactively consider an end-of-life plan and any longer-term legacies for the artwork.

If the Public Art Commission consists of a physical installation the Appointed Artist will need to provide a maintenance schedule for the artwork and its anticipated life expectancy ahead of completion of the project.

4. Project Budget & Deliverables

a. Budget

An initial budget of **£500 will be offered to max. five shortlisted Artists** to develop a Commission proposal for consideration by the Steering Group.

A total **Public Art Commission budget of £65,000**, is available and must cover all Artist and collaborator/subcontractors' fees; expenses including travel for meetings/site visits; and all production costs including materials, fabrication, installation and transport.

A **separate communications budget of £1860** is also available to support this project. This budget will be managed by the Project Manager in discussion with the Appointed Artist.

A further budget of **£10,000 will be retained for future maintenance or decommissioning** of the artwork.

A **separate contingency of £10,000** has been ringfenced by EBC for this project and will be managed by the Project Manager.

Due to the restricted timescale for this project it is not anticipated that any further fundraising will take place to increase the budget for Seated in Nature.

b. Deliverables

The Appointed Artist will be required to propose a **plan for public consultation/community engagement** for comment and approval by the Steering Group. This will also give the Steering Group plenty

of notice to support any events and raise awareness of the project with the wider community.

Following the consultation period, the Appointed Artist will need to submit a **detailed technical design** to the Steering Group for comment and approval. The proposal can include plans for further community engagement during delivery of the project and must detail key themes and concepts; designs, materials and proposed locations for any physical artworks; a detailed budget breakdown and production timeline.

The Appointed Artist will **deliver the Public Art Commission** developed from the agreed proposal. During development and delivery of the project it is understood that any aspects of the artwork described may change but the Steering Group must be kept informed of any changes from the proposal, and the resulting Commission should be a recognisable development from the proposal.

The Appointed Artist will be expected to support the planning of and attend a **launch or celebration event** with local stakeholders towards the end of the project.



Boorley Park development, Boorley Green

5. Invitation to Apply

a. Requirements

EBC will only contract a professional Artist or Artist Collective for this commission.

The Appointed Artist will therefore be expected to:

- have a demonstrable track record of delivering Public Art projects
- have valid Public Liability Insurance of not less than £2,000,000.00
- prepare risk assessments, method statements and any other health and safety documentation as required for the project
- manage Agreements with and payments to any collaborators/sub-contractors
- manage their own National Insurance contributions and income tax, and supply details such as UTR and NI number or company number and VAT number (if registered) when requested. Sole Traders will be required to complete a Freelance Declaration Form.

The Appointed Artist can be any nationality but must have the legal right to work in the UK.

The Council is committed to equality of opportunity and believes in the benefits that a diverse portfolio can bring. We would encourage all applicants who meet the essential criteria to apply.

b. Online Q&A

Artists interested in applying for Seated in Nature are invited to join an online Question & Answer session on Tuesday 18 November at 12:30pm. This is an opportunity to meet the Project Manager and some representatives of the Steering Group to ask any questions about the commission.

Please RSVP by email to vickie.fear@eastleigh.gov.uk
You will then be sent instructions for joining the event.

Attending the Q&A is not essential. The session will not be recorded.

c. How to Apply

Please submit an Expression of Interest (see 5d for what to include) by email to Vickie Fear, EBC Public Art Officer (pronouns: she/her) by midday on Monday 24 November: vickie.fear@eastleigh.gov.uk

Artists are also asked to complete an anonymous [Monitoring Survey](#) when submitting their EOI. This will help EBC to better understand the protected characteristics of Artists interested in our Public Art opportunities and how the Council can improve our application process to broaden the diversity of Artists we are working with. Artist Collectives should complete a Monitoring Survey for each member of the Collective.

Please confirm in your email that you have completed the anonymous Monitoring Survey.

Late submissions cannot be considered. Please email your submission well in advance of the deadline to avoid the possibility of technical issues and lateness.



d. Expression of Interest

To apply for this project please submit the following as a single pdf attachment*:

- Your name/ the name of your company or collective
- Contact details including email, phone number and current address
- Links to your website, any online video content about previous Public Art projects (max. three) and any professional social media accounts
- A short statement (approx. one side of A4) outlining your proposed approach to this project and how it relates to your broader practice and previous work
- Your CV
- Up to four images relevant to your proposal or previous work (not essential)

*Files can be merged online for free using [Adobe Acrobat](#).

Please do not attach image or video files separately to your email.

If you would prefer to submit your EOI in another format such as audio or video please contact Vickie Fear at least two weeks in advance of the deadline: vickie.fear@eastleigh.gov.uk

6. Selection Process & Criteria

a. Shortlisting

Representatives of the Steering Group will review all submissions received by the deadline and determine a shortlist of up to five Artists/Artist Collectives.

The shortlisted Artists will be paid £500 to prepare an Initial Proposal for the Commission. The Proposal should include key themes and concepts; their approach to community engagement; a description and drawings of any physical artworks including ideas about designs, materials and locations; a breakdown of how the Commission budget would be spent; details of any collaborators or subcontractors and a draft timeline of production/delivery.

Representatives of the Steering Group will conduct online interviews with the shortlisted Artists and following discussion with the full Steering Group will select the Appointed Artist.

Shortlisted Artists will be asked to supply the names, roles and contact details of two referees.

Please note that Eastleigh Borough Council reserves the right not to appoint any of the applicants if none of the submissions are considered suitable and may approach others to submit proposals.

b. Selection Criteria

Criteria 1 – Evidence of capability to produce high-quality projects.
Assessment: Written submission and images, online profile, CV, references

Criteria 2 – Evidence of devising and implementing creative and imaginative site-responsive projects that have been informed by public and stakeholder engagement.

Assessment: Written submission and images, online profile, CV, references

Criteria 3 – Suitability of the artist's approach for this commission.
Assessment: Written submission, Initial Proposal, interview

Criteria 4 – Originality of ideas.

Assessment: Written submission, Initial Proposal, interview

Criteria 5 – Consideration of environmental impact.

Assessment: Written submission, Initial Proposal, interview

Selection criteria are weighted equally.

c. Indicative Timescales

Deadline for submissions: Midday, Monday 24 November 2025

Notification of shortlist decision: By Friday 5 December 2025

Interviews of shortlisted Artists: Week commencing 15 December 2025

Decision and appointment of successful Artist: By Monday 22 December 2025

Submission of Technical Design: By March 2026

Project Completion: By November 2026

7. Further Info

a. Privacy Notice

This notice sets out how Eastleigh Borough Council (EBC) collects and processes any information that you give, including your personal data, in relation to the public art project at Boorley Park and HEWEB.

Eastleigh Borough Council (EBC) is committed to protecting and respecting the privacy of your personal data. As a registered Data Controller (Reg. no. Z7118863) we comply with the General Data Protection Regulations 2018 (GDPR). Our full privacy notice can be found at www.eastleigh.gov.uk/privacy.

Why we need your personal information

Category of personal data we may request includes:	Purpose of requesting information:
Suppliers <ul style="list-style-type: none">• Name• Address• Contact details (e.g., telephone number, email address)	<ul style="list-style-type: none">• To manage the procurement and tender process in accordance with the Public Contracts Regulations 2015• To manage the contractual and/or business relationship with potential suppliers
Local residents and business operators <ul style="list-style-type: none">• Name• Address• Contact details (e.g., telephone number, email address)• Photographs	<ul style="list-style-type: none">• To process and respond to enquiries/complaints from local residents and business operators regarding the Project• To obtain feedback from the local community regarding the Project
Newsletter Subscribers <ul style="list-style-type: none">• Name• Address• Contact details (e.g., telephone number, email address)	<ul style="list-style-type: none">• To enable local residents to receive updates on the progress of the Project
Who we may share your data with includes but is not limited to: <ul style="list-style-type: none">• Case Management Officers• Project Steering Group	
Lawful basis for using your personal data: Article 6(1)(b) – contract Article 6(1)(a) – consent Article 6(1)(e) – public task	
Lawful basis for using your special personal data: N/A	

Who your information may be shared with

Your personal information will be treated as confidential, but it may be shared with other Council services to provide services, meet our legal obligations as

a Local Authority, ensure our records are accurate and up-to-date, and improve the standard of the services we deliver. It may also be shared with external organisations involved in delivering services on our behalf where the Council has a lawful basis to do so. We will only use your information in ways which are permitted by the General Data Protection Regulation and the UK Data Protection law.

The Council has a duty to protect the public funds it administers and may use the information you have provided or share it with other bodies for the purpose of preventing and detecting fraud. This includes participation in the Cabinet Office [National Fraud Initiative](#).

We may use your personal data for marketing products or services.

While conducting our business, we may from time to time conduct voluntary surveys to collect information about how our services are performing, what improvements we could make and other information about the demographics and make-up of the Borough. Only statistical information is ever shared, used or analysed from these surveys.

How long your personal information will be held

We retain your personal information for as long as necessary to fulfil the purposes we collected it for, including for the purpose of satisfying any legal, accounting or reporting requirements, or to fulfil statutory obligations. Full information regarding retention periods for the different types of data can be found on our website in our [retention and disposal](#) schedule.

Data Protection Officer

If you wish to ask us anything about data protection, ask for a copy of your data or you have a complaint about how we have used or looked after your data, you can contact our Data Protection Officer at:

Data Protection Officer
Eastleigh Borough Council
Eastleigh House
Upper Market Street
Eastleigh SO50 9YN
Email: DP@eastleigh.gov.uk

For more information on Data Protection in general, or if you wish to make a complaint relating to how your personal data has been used, please contact:
The Office of the Information Commissioner
Wycliffe House
Water Lane
Wilmslow
Cheshire
SK9 5AX
Website: www.ico.org.uk Email: caserwork@ico.org.uk

b. Diversity & Equality Policy

1. Equality affects quality of life

For our council this means:-

- respect and fair treatment for our employees and the community
- actively promoting non-discriminatory practices beyond legal requirement
- responding to the needs of the local community
- encouraging people to take advantage of opportunities
- being flexible, honest and open

This policy is concerned with services to our community and with employment. The council will provide clear guidance on equal opportunities issues and ensure that its policy is implemented through service development plans.

The following sections seek to ensure that people do not receive unequal treatment or reduced opportunities because of their age, sex, ethnicity, nationality, colour, religion, sexual orientation, disablement or poor health, social or personal background, employment.

2. Services to our community

It is the council's policy to provide services of a high standard to all members of the community. The council acknowledges that certain people in our community experience discrimination and unequal treatment. In order to deliver a responsive, open and high quality service to members of the community, the council will:

seek to overcome unfair discrimination in service delivery
identify the way in which service delivery affects different service groups
take positive steps to overcome barriers to equal opportunities
promote fair treatment including provision of training for staff
ensure that its services reflect the needs of the whole community
monitor and measure service delivery and take positive action where the standards are not met
ensure that all employees are aware of this policy

3. Employment

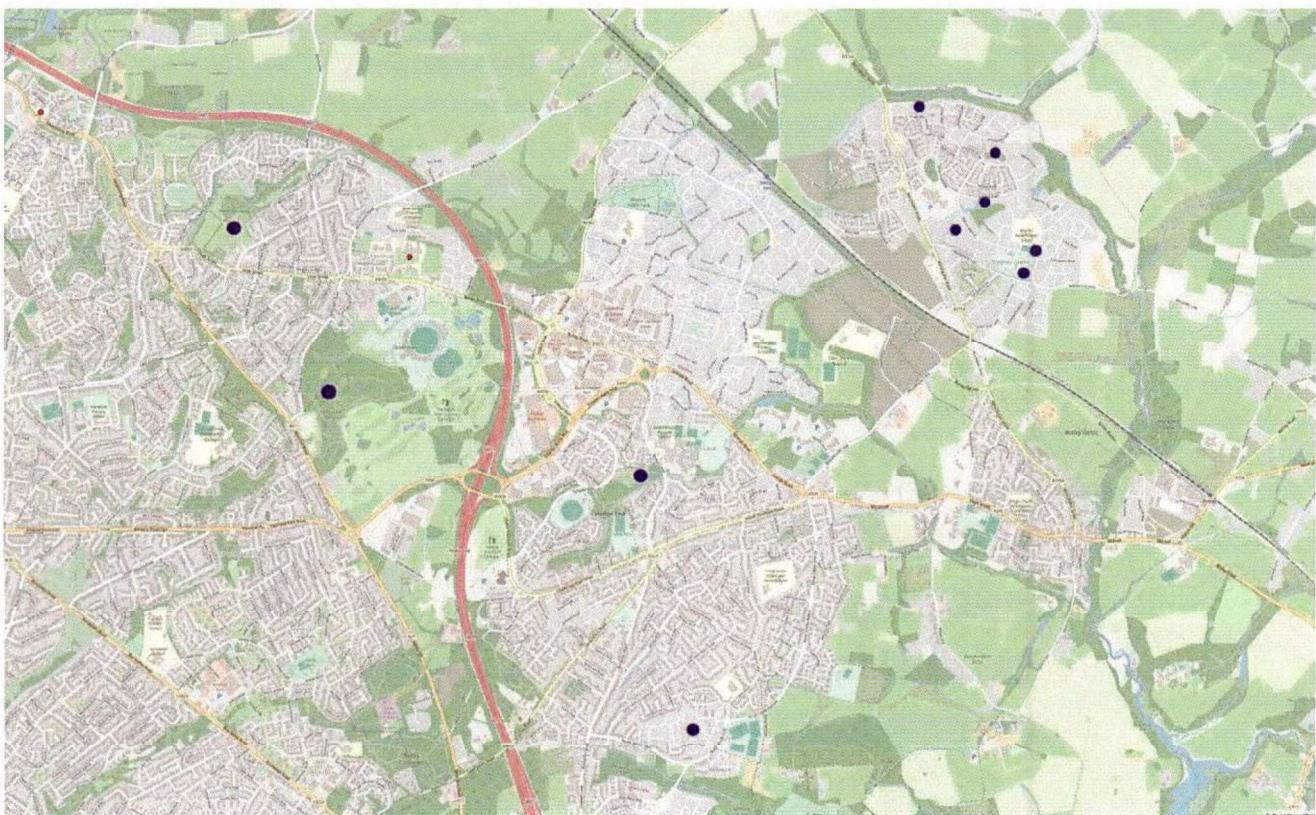
It is the council's policy to ensure equal opportunity in recruitment, promotion, selection and development of staff. The council will ensure:

- all employees responsible for the recruitment and management of staff receive training about equal opportunities

- all employees are aware of this policy
- all employees follow this policy
- the effectiveness of the policy is monitored and positive action taken to correct any causes of inequality.

c. Site plans

a. Indicative map



The following are local authority managed sites, which have been identified as possible sites for seating. It is not expected that seating will be delivered at all of these sites and additional or alternative sites may be sought during consultation:

- Boorley Green Park, north of Maddoxford Lane, Boorley Green
- Chancellor's Park, north of Kingsman Drive, Boorley Green
- Wildern Local Nature Reserve, Hedge End
- Open space at Cranbourne Park, Hedge End
- Telegraph Woods, West End
- Hatch Grange, West End