

08/07/2025

Dated:

THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL (1)

and

TOM SEARS (2)

For the provision of

**Interpretation Specialist & Content Development for
Hereford Museum and Art Gallery Redevelopment Project**

CONTRACT DETAILS	
Supplier	Tom Sears
Supplier's Address for Notices:	6 Spillmans Road, Stroud, Gloucestershire, GL5 3ND
Representatives:	The Council: Damian Etheraads, Museum and Art Gallery Lead Supplier: Tom Sears, Writer & Interpretation Planner or such other person as is notified by a party to the other in writing.
Commencement Date:	01/07/2025
Expiry Date:	31/03/2027
Extension Period:	No Extension period
Necessary Consents: As per Clause 4.2.2	N/A
Key Personnel	Paul Tourle
Material Sub-Contractors	Paul Tourle
Schedule 1 - Optional Clauses	NOT USED
Schedule 2 – Supply of Goods	Schedule 2 (Supply of Goods) shall apply to this Agreement.
Schedule 3 – TUPE	Schedule 3 (TUPE) shall not apply to this Agreement.
Schedule 4 – Charges and Payments	Schedule 4 (Charges and Payments) shall apply
Schedule 5 – Specification	Schedule 5 (Specification) shall apply

Schedule 6 – Supplier's Tender Response/Quotation	Schedule 6 (Supplier's Tender Response) shall apply to this Agreement.
Special Conditions:	N/A
Liability Limit As per Clause 19.6	£ 5 million
Insurance: As per Clause 20	Public liability insurance: £ 5 million. Professional indemnity insurance: £ 2 million Employer's liability insurance: £ 5 million. The Supplier shall ensure that the Council's interest is noted on each insurance policy, or that a generic interest clause has been included.

Contents

Item		Page
1	DEFINITIONS AND INTERPRETATION	1
2	CONTRACT TERM	8
3	DUE DILIGENCE	8
4	WARRANTIES	9
5	THE SERVICES	10
6	COUNCIL'S PREMISES AND ASSETS	12
7	CHARGES AND INVOICING	12
8	VALUE ADDED TAX AND PROMOTING TAX COMPLIANCE	13
9	GOVERNANCE	14
10	THE SUPPLIER'S RECORDS AND PROVISION OF INFORMATION	14
11	AUDIT	14
12	SCRUTINY/CABINET ATTENDANCE	15
13	DISPUTES	15
14	INTELLECTUAL PROPERTY RIGHTS	16
15	DATA PROTECTION	17
16	CONFIDENTIALITY AND TRANSPARENCY	17
17	FREEDOM OF INFORMATION	19
18	PRESS STATEMENTS AND PUBLICATION OF THE AGREEMENT	20
19	LIABILITY	21
20	INSURANCE	22
21	FORCE MAJEURE	23
22	CONTINUED PERFORMANCE	23
23	TERMINATION FOR BREACH	23
24	CONSEQUENCES OF EXPIRY OR TERMINATION	25
25	HEALTH AND SAFETY	26
26	ENVIRONMENTAL	26
27	EQUAL OPPORTUNITIES	26
28	HUMAN RIGHTS ACT 1998	27
29	PREVENTION OF FRAUD AND BRIBERY	27
30	COMPLAINTS/LOCAL GOVERNMENT OMBUDSMAN	28
31	VARIATION	28
32	ASSIGNMENT AND OTHER DEALINGS	28
33	ENTIRE AGREEMENT	29
34	WAIVER AND CUMULATIVE REMEDIES	29
35	SEVERANCE	29
36	FURTHER ASSURANCES	29

37	RELATIONSHIP OF THE PARTIES	30
38	THIRD PARTY RIGHTS	30
39	NOTICES	30
40	GOVERNING LAW AND JURISDICTION	30
41	OPTIONAL CLAUSES AND SCHEDULES	30
42	MODERN SLAVERY	31
43	COUNTERPARTS	32
	SCHEDULE 1 – NOT USED	33
	SCHEDULE 2 - SUPPLY OF GOODS	34
	SCHEDULE 3 – TUPE/EMPLOYMENT	37
	Part 1 – RELEVANT TRANSFERS	37
	Part 2 – PENSIONS	43
	SCHEDULE 4 – CHARGES AND PAYMENTS	45
	SCHEDULE 5 – SPECIFICATION	46
	SCHEDULE 6 – SUPPLIER’S TENDER RESPONSE	59

08/07/2025

THIS AGREEMENT is made on.....

BETWEEN:

- (1) **THE COUNTY OF HEREFORDSHIRE DISTRICT COUNCIL** of Plough Lane, Hereford, HR4 0LE ("the Council"); and
- (2) **THE SUPPLIER** whose identity and address for service is set out in the **Contract Details** ("the Supplier")

each a **Party** and together the **Parties**.

BACKGROUND

- (A) The Council is a local authority and a best value authority with duties and powers to make arrangements to secure continuous improvement in the way it exercises its functions, having regard to a combination of economy, efficiency and effectiveness pursuant to Part I of the Local Government Act 1999.
- (B) The Council has advertised for providers of the Services (as defined in Clause 1.1 (Definitions) below) and following a tender process has selected the Supplier to provide the Services to the Council.
- (C) The Agreement sets out the terms and conditions on and subject to which the Supplier will provide the Services and Goods to the Council.

SECTION A: PRELIMINARIES

1 DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires, capitalised terms shall have the meaning given to that term as set out below or the meaning given to such term where it is defined elsewhere in this Agreement.

Agreed Purpose means to enable the Supplier to provide the Services to the Customer.

Affected Party has the meaning given to the term in Clause 21.2 (Force Majeure).

Agreement means the agreement concluded between the Council and the Supplier for the provision of the Services comprising of the Agreement and Schedules and other documents as listed in the Contract Details;

Audit Agents means:

- (a) the Council's statutory and regulatory auditors and any other auditors appointed by the Council; and
- (b) the Comptroller and Auditor General, their staff and/or any appointed representatives of the National Audit Office.

Business Day means a day, other than Saturday, Sunday or a public holiday in England.

Charges means the charges for the provision of the Services set out in Schedule 4 of this Agreement.

Codes shall have the meaning given to that term in Clause 17.2 (Freedom of Information).

Commencement Date means the date the Agreement starts as set out in the Contract Details.

Commercially Sensitive Information means any 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 Council that, if disclosed by the Council, would cause the Supplier significant commercial disadvantage or material financial loss.

Confidential Information means:

- (a) Information, including all Personal Data, which (however it is conveyed) is provided by the Disclosing Party pursuant to or in anticipation of this Agreement that relates to:
 - (i) the Disclosing Party; or
 - (ii) the operations, business, affairs, developments, intellectual property rights, trade secrets, know-how and/or personnel of the Disclosing Party;
- (b) other Information provided by the Disclosing Party pursuant to or in anticipation of this Agreement that is clearly designated as being confidential or equivalent (whether or not it is so marked) or that ought reasonably to be considered to be confidential which comes (or has come) to the Recipient's attention or into the Recipient's possession in connection with this Agreement;
- (c) discussions, negotiations, and correspondence between the Disclosing Party or any of its directors, officers, employees, consultants or professional advisers and the Recipient or any of its directors, officers, employees, consultants and professional advisers in connection with this Agreement and all matters arising therefrom; and
- (d) Information derived from any of the above,

but not including any Information which:

- (i) was in the possession of the Recipient without obligation of confidentiality prior to its disclosure by the Disclosing Party;
- (ii) the Recipient obtained on a non-confidential basis from a third party who is not, to the Recipient's knowledge or belief, bound by a confidentiality agreement with the Disclosing Party or otherwise prohibited from disclosing the information to the Recipient;
- (iii) was already generally available and in the public domain at the time of disclosure otherwise than by a breach of this Agreement or breach of a duty of confidentiality; or
- (iv) was independently developed without access to the Confidential Information.

Connected Person has the meaning given in paragraph 45, Part 3, Schedule 6 of Procurement Act 2023.

Contract Details means the front sheet to this Agreement which sets out the particulars of the Agreement.

Contract Term means the period commencing on the Commencement Date and ending on the Expiry Date or on the expiry of any Extension Period or on earlier termination of this Agreement in accordance with Clause 23 (Termination for Breach).

Contract Year means a period of 12 months commencing on the Commencement Date and/or each anniversary of the Commencement Date.

Council Assets means any assets, equipment or other property which is owned by the Council and which is or may be used in connection with the provision or receipt of the Services.

Council Data means:

- (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are supplied to the Supplier by or on behalf of the Council pursuant to this Agreement; and
- (b) any Personal Data for which the Council is the Data Controller.

Council Premises means any Council premises which are to be made available for use by the Supplier for the provision of the Services on the terms set out in this Agreement.

Council Representative means the person appointed by the Council and identified in the Contract Details with authority to act on behalf of the Council in relation to all matters set out in, or in connection with this Agreement.

Data Controller means a person who (either alone or jointly or in common with other persons) determines the purposes for which and the manner in which any personal data are, or are to be, processed.

Data Loss Event means any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Processor, in relation to personal data, means any person (other than an employee of the data controller) who processes the data on behalf of the data controller.

Data Protection Impact Assessment means an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.

Data Protection Legislation: means: (a) the UK GDPR, (b) the DPA 2018; (c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and (d)(to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply)

Data Subject means an individual who is the subject of personal data.

Data Subject Access Request means a request made by a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access his Personal Data.

Debarment List means the list of suppliers referred to in section 62 of the Procurement Act 2023.

Defaults mean any failure by the Supplier to perform its material obligations under this Agreement.

Disclosing Party has the meaning given to it in Clause 16.1 (Confidentiality).

Dispute means any dispute, issue, difference or question of interpretation arising out of or in connection with this Agreement, including any dispute, issue, difference or question of interpretation relating to the Services or any matter where this Agreement directs the Parties to resolve a matter by reference to the Dispute Resolution Procedure.

Dispute Notice has the meaning given to it in Clause 13.2.2 (Disputes).

Dispute Resolution Procedure means the dispute resolution procedure set out in Clauses 13.2 to 13.8 (Disputes).

Domestic Law means the law of the United Kingdom or part of the United Kingdom.

DOTAS means the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HMRC of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions

(Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992.

EIR means the Environmental Information Regulations 2004 and any subordinate legislation from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such Regulations.

EU GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law.

Exit Plan means the plan for the transfer of Services to the Council and/or any Replacement Supplier in the event of the expiry or termination of this Agreement for any reason, which is to be developed by the Parties pursuant to Clause 23 (Consequences of Expiry or Termination).

Expiry Date means the date the Agreement expires as set out in the Contract Details.

Extension Period means any agreed extension period as set out in the Contract Details

FOIA means the Freedom of Information Act 2000 and any subordinate legislation (as defined in section 84 of the Freedom of Information Act 2000) made under the Freedom of Information Act 2000 from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to the Freedom of Information Act 2000.

Force Majeure Event means war, natural flood, exceptionally adverse weather, strike or lockout (other than a strike or lockout which is limited to the Supplier's Personnel), civil disorder, act of God, power cuts or delays or other wholly exceptional events outside the control of the parties which could not have been reasonably foreseen or avoided, but excluding:

- (a) any industrial action occurring within the Supplier
- (b) any industrial action occurring from any subcontractor for which the Supplier is responsible for

which directly causes either Party to be unable to comply with all or a material part of its obligations under this Agreement.

General Anti-Abuse Rule means:

- (a) the legislation in Part 5 of the Finance Act 2013; and
- (b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.

Guidance means any applicable guidance or directions with which the Supplier is bound to comply.

Independent Controller means a party which is Data Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data.

Information means all information of whatever nature, however conveyed and in whatever form, including in writing, orally, by demonstration, electronically and in a tangible, visual or machine-readable medium (including CD-ROM, magnetic and digital form).

Intellectual Property means all intellectual property of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures and particulars of customers, marketing methods and procedures and advertising literature, including the look and feel of any websites.

Intellectual Property Rights means any and all rights relating to Intellectual Property.

Invitation to Tender means the invitation to quote for, or tender for the supply of the Services by the Supplier to the Council.

Key Personnel means those personnel identified by the Supplier certain key roles in relation to the Services.

Law means any law, statute, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of section 2 of the European Communities Act 1972, regulation, order, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply.

LGA 1999 means the Local Government Act 1999.

Losses means all losses, liabilities, damages, demands, charges, costs, and expenses (including legal and other professional charges and expenses) litigation, settlement, judgement interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty or otherwise and the term **Loss** shall be construed accordingly.

Material Subcontract means a Subcontract with a Material Subcontractor.

Material Subcontractor means each Subcontractor identified by the Supplier as such and any additional subcontractors who are notified to and approved by the Customer as a Material Subcontractor pursuant to clause 32.

Necessary Consents means all approvals, certificates, authorisations, permissions, licences, permits and consents necessary from time to time for the performance of the Services (which shall include any listed in the Contract Details).

Occasion of Tax Non-Compliance means:

- (a) any tax return of the Supplier submitted to a Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:
 - (i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti-Abuse Rule or under any tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti-Abuse Rule;
 - (ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or
- (b) the Supplier's tax affairs give rise on or after 1 April 2013 to a conviction in any jurisdiction for tax related offences which is not spent at the Commencement Date or to a penalty for civil fraud or evasion.

Performance Levels means the performance levels against which the Council will monitor the Services supplied by the Supplier, if any, and where applicable as set out in the Services Specification.

Personal Data means personal data (as defined in the Data Protection Legislation) which is Processed by the Supplier on behalf of the Council pursuant to or in connection with this Agreement.

Personal Data Breach means a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, personal data transmitted, stored or otherwise processed by the Supplier under this Agreement.

Process has the meaning given to that term under the Data Protection Legislation and **Processed** and **Processing** shall be construed accordingly.

Prohibited Act means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by the Council or its members, a financial or other advantage to:
 - (i) induce that person to perform improperly a relevant function or activity; or
 - (ii) reward that person for 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) an offence:
 - (i) under the Bribery Act 2010 (or any legislation repealed or revoked by such Act);
 - (ii) under legislation or common law concerning fraudulent acts; or
 - (iii) defrauding, attempting to defraud or conspiring to defraud the Council; or
- (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;

Protected Characteristics has the meaning set out in Clause 27.1 (Equal Opportunities).

Protective Measures means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of 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 measures adopted by it.

Recipient has the meaning set out in Clause 16.1 (Confidentiality and Transparency).

Records shall have the meaning given to that term in Clause 10.2 (The Supplier's Records and Provision of Information).

Relevant Authority means any court with the relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union.

Relevant Tax Authority means HMRC, or, if applicable, the tax authority in the jurisdiction in which the Supplier is required to submit a tax return.

Relevant Requirements means 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.

Replacement Supplier means any third party supplier of replacement services appointed by the Council from time to time.

Representatives means the Council Representative and the Supplier Representative and **Representative** shall mean either one of them as the context so requires as identified in the Contract Details.

Request for Information shall have the meaning set out in the FOIA or the EIR as relevant.

Required Insurance means the insurances to be taken out by the Supplier in accordance with Clause 20.1 (Insurance).

Required Professional Standard means the exercise of that degree of skill, care and diligence which would reasonably and ordinarily be expected from a skilled and experienced professional provider of services similar to the Services to a customer like the Council, such provider seeking to comply at all times with their contractual and regulatory obligations and complying with applicable Laws;

Senior Representatives has the meaning given to term in Clause 13.2.3 (Disputes).

Service Users means users who consume or benefit from the Services.

Services means the whole of the services or any of them to be provided by the Supplier as identified in the Services Specification pursuant to this Agreement from time to time.

Services Specification means the specification of the Services set out in the Invitation to Tender;

Shared Personal Data means the Personal Data to be shared between the parties under this Agreement. Shared Personal Data shall be confined to the following categories of information relevant to the following categories of data subject:

- Name, business e-mail address, phone number
- of certain of the other Party's employees (including volunteers, agents and temporary workers), contractors, suppliers

Subcontract means any contract or agreement between the Supplier and any third party whereby that third party agrees to provide the Supplier all or any part of the Services.

Subcontractors means any third party with whom the Supplier enters into a Subcontract.

Sub-processor means any third party appointed to process Personal Data on behalf of the Supplier under the terms of this Agreement.

Successor Body shall have the meaning given to that term in Clause 32.2 (Assignment and Other Dealings).

Supplier's Equipment means any equipment belonging to the Supplier which is used by the Supplier in the supply of the Services to the Council.

Supplier Personnel means all directors, officers and employees of the Supplier engaged in the performance of the Supplier's obligations under this Agreement.

Supplier Representative means the person appointed by the Supplier and identified in the Contract Details, with authority to act on behalf of the Supplier in relation to all matters set out, or in connection with this Agreement.

Supplier's Tender Response means the Supplier's response to the Council's Invitation To Tender for the award of this Agreement to deliver the Services.

Transparency Code shall have the meaning given to that term in Clause 16.8 (Confidentiality and Transparency).

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

Value Added Tax or **VAT** means value added tax as provided for in the Value Added Tax Act 1994 or such similar tax which may be imposed in place from time to time.

Working Day any day other than a Saturday, Sunday or public holiday in England.

1.2 In this Agreement, unless the context otherwise requires:

- 1.2.1 words in the singular include the plural and vice versa and words importing a gender includes the other gender and the neuter;
 - 1.2.2 references to a person include an individual, Supplier, body corporate, corporation, unincorporated association, firm, partnership or other legal entity;
 - 1.2.3 a reference to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time;
 - 1.2.4 any phrase introduced by the terms "**including**", "**include**", "**in particular**", "**for example**" or any similar expression shall be construed as illustrative and shall not limit the generality of the words preceding those terms;
 - 1.2.5 references to "**writing**" include typing, printing, lithography, photography, display on a screen, electronic and facsimile transmission and other modes of representing or reproducing words in a visible form, and expressions referring to writing shall be construed accordingly unless expressly stated otherwise in this Agreement;
 - 1.2.6 references to Clauses and Schedules are, unless otherwise specified, references to the clauses and schedules of this Agreement and references in any Schedule to Paragraphs and Parts are, unless otherwise specified, references to the paragraphs and parts of the Schedule or the Part of the Schedule in which the references appear;
 - 1.2.7 the Schedules form part of this Agreement; and
 - 1.2.8 headings are for ease of reference only and shall not affect the interpretation or construction of this Agreement.
- 1.3 If there is any conflict between the Clauses and the Schedules, the conflict shall be resolved in accordance with the following order of precedence:
- 1.3.1 the Contract details
 - 1.3.2 the Clauses;
 - 1.3.3 the Services Specification;
 - 1.3.4 any other Schedules;
 - 1.3.5 the Supplier's Tender Response;
 - 1.3.6 the Tender Clarifications;
 - 1.3.7 Invitation to Tender.

2 CONTRACT TERM

- 2.1 Subject to Clauses 23 (Termination for Breach) and 41.1.4 where applicable, this Agreement shall take effect on the Commencement Date and shall continue in force for the Contract Term.
- 2.2 The Agreement may be extended for a further period or periods as set out in the Contract Details by agreement in writing between the parties.

3 DUE DILIGENCE

- 3.1 Subject to Clause 3.2, the Supplier acknowledges that it is the Supplier's responsibility to carry out such due diligence as it considers appropriate before entering into this Agreement and, in so doing, that it:

- 3.1.1 has had an opportunity to carry out a thorough due diligence exercise in relation to the Services and has asked the Council all the questions it considers to be relevant for the purpose of establishing whether it is able to provide the Services in accordance with the terms of this Agreement;
- 3.1.2 has received all information requested by it from the Council pursuant to Clause 3.1.1 to enable it to determine whether it is able to provide the Services in accordance with the terms of this Agreement;
- 3.1.3 has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the Council pursuant to Clause 3.1.2;
- 3.1.4 has raised all relevant due diligence questions with the Council before the Commencement Date; and
- 3.1.5 has entered into this Agreement in reliance on its own due diligence alone.

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

4 WARRANTIES

4.1 The Supplier represents and warrants that:

- 4.1.1 it has full capacity and authority to enter into and to perform its obligations under this Agreement;
- 4.1.2 there are no actions, suits or proceedings or regulatory investigations before any court or administrative body or arbitration tribunal pending or, to its knowledge, threatened against it that might adversely affect its ability to perform its obligations under this Agreement;
- 4.1.3 it has not done, and in performing its obligations under this Agreement, it shall not do, any act or thing that contravenes the Bribery Act 2010 or any other applicable anti-bribery or anti-money laundering laws and/or regulations and it has maintained and monitored, and will maintain and monitor, policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with the Bribery Act 2010 and related applicable Laws; and
- 4.1.4 its obligations under this Agreement constitute its legal, valid and binding obligations, enforceable in accordance with their respective terms subject to applicable bankruptcy, reorganisation, insolvency, moratorium or similar Laws affecting creditors' rights generally and subject, as to enforceability, to equitable principles of general application (regardless of whether enforcement is sought in a proceeding in equity or Law).

4.2 The Supplier represents and warrants that as at the Commencement Date:

- 4.2.1 (as appropriate) it is validly incorporated, organised and subsisting in accordance with the Laws of its place of incorporation;
- 4.2.2 it has obtained all Necessary Consents;
- 4.2.3 all information contained in the Supplier's Tender Response remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Council prior to the Commencement Date and separately warrants to inform the Council in the event there are any changes to such information during the Contract Term; and
- 4.2.4 shall promptly notify the Council in writing if it becomes aware during the performance of this Agreement of any inaccuracies in any information provided to it by the Council during

such due diligence which materially and adversely affects its ability to perform the Services or meet any Performance Levels.

4.2.5 shall promptly notify the Council in writing if, during the Term:

- (i) the Supplier, the Supplier's Connected Persons or any Subcontractor is placed on the Debarment List;
- (ii) a mandatory exclusion ground or discretionary exclusion ground applies to the Supplier, the Supplier's Connected Persons or any Subcontractor; and

4.2.6 (shall promptly notify the Council in writing within seven (7) days of any changes to the Supplier's Connected Persons together with information regarding the identity of the new Connected Persons.

4.3 Each of the representations and warranties set out in Clauses 4.1 to 4.2 (inclusive) shall be construed as a separate representation and warranty and shall not be limited or restricted by reference to, or inference from, the terms of any other representation, warranty or any other undertaking in this Agreement.

4.4 Save as expressly set out in this Agreement, all warranties, representations, conditions and other terms implied by Law (whether statutory or otherwise), are hereby excluded to the fullest extent permitted by Law.

SECTION B: THE SERVICES

5 THE SERVICES

5.1 The Supplier shall commence the provision of the Services on the Commencement Date and shall thereafter continue to provide the Services throughout the Contract Term in accordance with the terms of this Agreement.

5.2 The Supplier shall at all times during the Contract Term perform the Services under this Agreement in accordance with:

- 5.2.1 all applicable Law and Guidance;
- 5.2.2 the Required Professional Standard;
- 5.2.3 the Services Specification;
- 5.2.4 the Performance Levels;
- 5.2.5 all relevant rules, codes, policies, procedures and standards of the Councils which may be referred to in the Services Specification;
- 5.2.6 the Council's Whistleblowing Policy and Information Security Policy as published on the Council's website from time to time (and procure that its staff do so);
- 5.2.7 the Council's reasonable instruction; and
- 5.2.8 the Supplier's own established procedures and practices to the extent the same do not conflict with the requirements of Clauses 5.2.1 to 5.2.6.

5.3 The Supplier shall:

- 5.3.1 pay proper regard to (and, where appropriate, ensure compliance with) the statutory duties of the Council insofar as the Supplier is required to perform such statutory duties on the Council's behalf;

- 5.3.2 at all times allocate sufficient resources with the appropriate professional expertise to provide the Services in accordance with this Agreement;
- 5.3.3 obtain and maintain throughout the Contract Term, all Necessary Consents;
- 5.3.4 as far as reasonably practicable minimise any disruption to the Council's operations when providing the Services;
- 5.3.5 not wilfully engage in any act or omission which is reasonably likely to bring the Council into disrepute; and
- 5.3.6 cooperate with the Council in all matters relating to the Services

SUPPLIER PERSONNEL

- 5.4 The Supplier shall at all times ensure that, in respect of the Supplier Personnel engaged in the provision of the Services:
 - 5.4.1 each of such Supplier Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged
 - 5.4.2 there is an adequate number of the Supplier Personnel to properly provide the Services; and
 - 5.4.3 all of the Supplier Personnel who require access to the Council's Premises in connection with the provision of the Services comply with the relevant Council policies relating to access and/or use of the Council's Premises, provided always that such policies (including any updates thereto) are brought to the attention of the Supplier and the Supplier is provided with copies of such policies.
- 5.5 The Council reserves the right to refuse to admit (acting reasonably) to the Council's Premises any person employed or engaged by the Supplier (including any Subcontractor) where admission would, in the reasonable opinion of the Council:
 - 5.5.1 present a risk to the Council or to Service Users; or
 - 5.5.2 would be a threat to the security or operations of the Council.
- 5.6 Where the Council exercises its right to refuse admission to any person employed or engaged by the Supplier pursuant to Clause 5.5, the Council shall notify the Supplier in writing of such refusal without delay, including the identity of the person who has been refused such admission and the Council's reasons for refusing admission to such persons.
- 5.7 The Supplier shall appoint the persons named as Key Personnel as the individuals who shall be responsible for the matters allocated to such Key Personnel. The Key Personnel are people who are identified as being key to the success of the delivery of the Services and who shall be retained on the delivery of the Services for such time as a person is required to perform the role which has been allocated to the applicable Key Personnel. The Key Personnel shall have the authority to act on behalf of their respective party on the matters for which they are expressed to be responsible.
- 5.8 The Supplier shall not remove or replace any of the Key Personnel unless:
 - (a) requested to do so by the Customer; or
 - (b) the person is on long-term sick leave; or
 - (c) the element of the Services in respect of which the individual was engaged has been completed to the Customer's satisfaction; or
 - (d) the Supplier obtains the prior written consent of the Customer.

- 5.9 The Supplier shall inform the Customer of the identity and background of any replacements for any of the Key Personnel as soon as a suitable replacement has been identified. The Customer shall be entitled to interview any such person and may object to any such proposed appointment if, in its reasonable opinion, it considers the proposed replacement to be unsuitable for any reason.
- 5.10 The Supplier shall ensure that any replacement shall be as, or more, qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel that is being replaced.
- 5.11 Each party may require the other party to remove, or procure the removal of, any of its Key Personnel whom it considers, in its reasonable opinion, to be unsatisfactory for any reason which has a material impact on such person's responsibilities.
- 5.12 If the Supplier replaces the Key Personnel as a consequence of this clause 5, the cost of effecting such replacement shall be borne by the Supplier.

6 COUNCIL'S PREMISES AND ASSETS

- 6.1 Where the Supplier (and its Subcontractors) are required by the Council to access parts of the Council's Premises, for the purposes only of properly providing the Services, then the Council shall provide such necessary access to the Council Premises to the Supplier for this purpose.
- 6.2 In the event of the expiry or termination of the Agreement, the Council shall on reasonable notice provide the Supplier with such access as the Supplier reasonably requires to the Council's Premises to remove any of the Supplier's Equipment. All such equipment shall be promptly removed by the Supplier.
- 6.3 The Supplier shall ensure that:
- 6.3.1 where using the Council's Premises and any Council Assets they are kept properly secure and it will comply and cooperate with the Council's Representative's reasonable directions regarding the security of the same;
 - 6.3.2 only those of the Supplier's Personnel that are duly authorised to enter upon the Council's Premises for the purposes of providing the Services, do so; and
 - 6.3.3 any Council Assets used by the Supplier are maintained (or restored at the end of the Term) in the same or similar condition as at the Commencement Date (fair wear and tear excepted) and are not removed from Council Premises unless expressly permitted under this Agreement or by the Council's Representative.
- 6.4 The Council shall maintain and repair the Council Assets, however, where such maintenance or repair arises directly from the act, omission, default or negligence of the Supplier or its representatives (fair wear and tear excluded) the costs incurred by the Council in maintaining and repairing the same shall be recoverable from the Supplier as a debt.
- 6.5 The Supplier shall notify the Council immediately on becoming aware of any damage caused by the Supplier, its agents, employees or Subcontractors to any property of the Council, to any of the Council's Premises or to any property of any other recipient of the Services in the course of providing the Services.

SECTION C: PAYMENT, TAXATION AND BEST VALUE PROVISIONS

7 CHARGES AND INVOICING

- 7.1 The Supplier shall comply with the Council's charging, invoicing and payment requirements as set out in this Clause 7 and Schedule 4 provided that the clause and schedule shall be deemed to include such amendments as shall be necessary in order that the Agreement complies with the statutory requirements contained in the Procurement Act 2023.

- 7.2 In consideration of the provision of the Services by the Supplier in accordance with this Agreement, the Council shall pay any undisputed Charges to the Supplier in accordance with the provisions of Schedule 4.
- 7.3 The Supplier shall invoice the Council for payment of the Charges at the time the Charges are expressed to be payable as set out in Schedule 4.
- 7.4 The invoicing provisions set out in Clauses 7.2 to 7.3 shall be included in any Subcontract.
- 7.5 If the Council fails to pay any undisputed Charges properly invoiced under this Agreement, the Supplier shall have the right to charge interest on the overdue amount at 2% above the Bank of England Base Rate accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.
- 7.6 The Council may at any time, without limiting any of its other rights or remedies, withhold or set off any liability of the Supplier to the Council against any liability of the Council to the Supplier.
- 7.7 The Council shall, in its absolute discretion but at all times acting reasonably, consider whether and to what extent the Charges will be adjusted. The Council shall notify the Supplier of its discretion in writing and any adjustments shall apply to this Agreement with effect from the following anniversary of the Commencement Date. Both Parties agree to act reasonably and in good faith with respect to the operation of this Clause.

8 VALUE ADDED TAX AND PROMOTING TAX COMPLIANCE

- 8.1 Charges are stated exclusive of VAT. Where VAT is chargeable in respect of any of the Services, the Supplier shall calculate the amount of VAT to be paid by the Council at the applicable prevailing rate, which shall be added to the Charges and paid by the Council following the submission of a VAT invoice by the Supplier in respect of the same.
- 8.2 All amounts due under this Agreement shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by Law).
- 8.3 The Supplier shall indemnify the Council against any liability (including any interest, penalties or costs incurred) which is levied, demanded or assessed on the Council 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
- 8.4 If, at any point during the Contract Term, an Occasion of Tax Non-Compliance occurs, the Supplier shall:
- 8.4.1 notify the Council in writing of such fact within five Working Days of its occurrence; and
 - 8.4.2 promptly provide to the Council:
 - (a) details of the steps that the Supplier is taking to address the Occasion of Tax Non-Compliance and prevent the same from recurring, together with any mitigating factors that it considers relevant; and
 - (b) such other information in relation to the Occasion of Tax Non-Compliance as the Council may reasonable require.
- 8.5 Where the Supplier or any Supplier Personnel are liable to be taxed in the UK or to pay national insurance contributions in respect of consideration received under this Agreement, the Supplier shall at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other statutes and regulations relating to national insurance contributions (including IR35), in respect of that consideration

- 8.6 The Supplier shall indemnify the Council against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel.

SECTION D: CONTRACT GOVERNANCE

9 GOVERNANCE

- 9.1 The Supplier shall comply with the provisions of the Services Specification in relation to the reporting requirements, provision of management information and governance of the Services under this Agreement.

10 THE SUPPLIER'S RECORDS AND PROVISION OF INFORMATION

- 10.1 During the Contract Term the Supplier shall retain and maintain at its own expense all Records within the United Kingdom in accordance with Required Professional Standard in a form that is capable of audit and such Records shall be retained by the Supplier for a period of at least six twelve years from the end of the Contract Term or for such longer period as may be required by any applicable Law.
- 10.2 The records that shall be retained and maintained by the Supplier pursuant to Clause 10.1 are:
- 10.2.1 this Agreement, its Schedules and all amendments to such documents;
 - 10.2.2 invoices (including any VAT invoices) prepared by the Supplier and submitted to the Council in respect of claims for the Charges under this Agreement;
 - 10.2.3 records required to be retained by the Supplier by Law, including records of incidents relating to health and safety;
 - 10.2.4 personnel records on the Supplier Personnel engaged in the provision of the Services; and
 - 10.2.5 all documents relating to the Required Insurances and any claims in respect of them, together the "**Records**".
- 10.3 The Supplier shall at reasonable times and within normal business hours:
- 10.3.1 make the relevant Records available for inspection by the Audit Agents; and
 - 10.3.2 provide or procure access to such facilities to enable the Audit Agents to visit any place where the Records are held for the purposes of such inspection,
- provided always that the Council shall give the Supplier reasonable notice of such inspection and afford the Supplier a reasonable period of time to collate any relevant information and/or Records where this is required for the purposes of the inspection.
- 10.4 All information and Records referred to in this Clause 10 are subject to the provisions of Clauses 15 (Data Protection), 16 (Confidentiality and Transparency) and 17 (Freedom of Information).
- ### **11 AUDIT**
- 11.1 Subject always to Clauses 15 (Data Protection) and 16 (Confidentiality and Transparency) of this Agreement, the Supplier shall at all reasonable times during the Contract Term and during normal business hours, afford to or procure for any Audit Agent access to and permission to copy and remove any copies of any books records information and data in the possession or control of the Supplier which relate to or have been used in connection with the performance of the Services.
- 11.2 The Council 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 by the Supplier or adversely affect the performance by the Supplier of its obligations under this Agreement.

- 11.3 Subject to the Supplier's obligations of confidentiality, the Supplier shall provide the Council (and its Audit Agents) with all reasonable co-operation, access and assistance in relation to each audit.
- 11.4 The Council shall provide at least ten Working Days' notice of any audit unless such audit is conducted in respect of a suspected fraud, in which event no notice shall be required.
- 11.5 The Parties shall bear their own costs and expenses incurred in respect of compliance with their obligations under this Clause 11.

12 SCRUTINY/CABINET ATTENDANCE

- 12.1 Where the value of the Services to be supplied under the Agreement exceeds one hundred thousand pounds (£100,000) in value during the Contract Term and for a period of six twelve years after termination of expiry of the Agreement the Council reserves the right to require the Supplier to:
 - 12.1.1 provide all reasonable assistance for the purposes of answering the Council's questions pertaining to the operation of the Agreement (including but not limited to the Supplier's performance of the Agreement); and,
 - 12.1.2 attend the Council's Scrutiny Committee and/or Cabinet as and when reasonably required by the Council,

and the Supplier shall comply with any such requirements. Wherever possible, the Council will aim to give the Supplier reasonable advanced notice if the Supplier's attendance is required at the Council's Scrutiny Committee and/or Cabinet.
- 12.2 If, pursuant to Clause 12.1 the Council requires the Supplier to attend the Council's Scrutiny Committee and/or Cabinet following termination or expiry of the Agreement, the Council shall reimburse the Supplier for reasonable travel costs incurred.

13 DISPUTES

- 13.1 The Parties shall resolve Disputes arising out of or in connection with this Agreement in accordance with the procedure set out in Clauses 13.2 to 13.8 below.
- 13.2 The Parties shall attempt, in good faith, to resolve any Dispute promptly by negotiation which shall be conducted as follows:
 - 13.2.1 the Dispute shall be referred, by either Party, to the Representatives for resolution;
 - 13.2.2 if the Dispute cannot be resolved by the Representatives within 14 days after the Dispute has been referred to them, either Party may give notice to the other Party in writing (a **Dispute Notice**) that a Dispute has arisen; and
 - 13.2.3 within seven days of the date of the Dispute Notice, each Party shall refer the Dispute to the Chief Executives of the Parties (the **Senior Representatives**) for resolution.
- 13.3 If the Senior Representatives are unable, or fail, to resolve the Dispute within 14 days of the reference to the Senior Representatives pursuant to Clause 13.2.3, the Parties may attempt to resolve the Dispute by mediation in accordance with Clause 13.4.
- 13.4 If, within 21 days of the Dispute Notice, the Parties have failed to agree on a resolution, either Party may refer any Dispute for mediation pursuant to this Clause 13.4:
 - 13.4.1 the reference shall be a reference under the Model Mediation Procedure (**MMP**) of the Centre of Dispute Resolution (**CEDR**) for the time being in force;
 - 13.4.2 both Parties shall, immediately on such referral, co-operate fully, promptly and in good faith with CEDR and the mediator and shall do all such acts and sign all such documents as the CEDR or the mediator may reasonably require to give effect to such mediation, including a

contract in, or substantially in, the form of CEDR's Model Mediation Contract for the time being in force; and

13.4.3 to the extent not provided for by such contract of the MMP:

- (a) the mediation shall commence by either Party serving on the other written notice setting out, in summary form, the issues in dispute and calling on that other Party to agree the appointment of a mediator;
- (b) unless otherwise agreed or determined, the Parties will share equally the costs of mediation; and
- (c) the mediation shall be conducted by a sole mediator (which shall not exclude the presence of a pupil mediator) agreed between the Parties or, in default of agreement, appointed by CEDR.

13.5 If and to the extent that the parties do not resolve any Dispute or any issue in the course of any mediation, either Party may commence or continue court proceedings in respect of such unresolved Dispute or issue.

13.6 Nothing in this Clause shall prevent either Party from instigating legal proceedings where an order for an injunction, disclosure or legal precedent is required.

13.7 Without prejudice to the Council's right to seek redress in court, the Supplier shall continue to provide the Services and to perform its obligations under this Agreement notwithstanding any Dispute or the implementation of the procedures set out in this Clause.

13.8 Where a Dispute has been referred to mediation under this Agreement and the Supplier is in a related dispute with a sub-contractor which is substantially the same as the matter referred to mediation hereunder, the Parties consent to the joinder of such sub-contractor as a party to the mediation (subject to such sub-contractor having agreed to be subject to the same or substantially the same obligations as those imposed on the Parties by Clauses 13.2 to 13.7) and to the reference of such related dispute to the mediator appointed hereunder and further agree that the mediator shall have power to order the consolidation of such mediation proceedings and/or to order the holding of concurrent mediation sessions.

13.9 The Parties shall continue to perform their obligations under this Agreement in accordance with its terms until any Dispute has been resolved.

SECTION E: INTELLECTUAL PROPERTY, DATA AND CONFIDENTIALITY

14 INTELLECTUAL PROPERTY RIGHTS

14.1 All Intellectual Property Rights in any materials provided by the Council to the Supplier for the purposes of this Agreement shall remain the property of the Council. In so far as it is able the Council shall grant (or procure from any third party licensor the grant) to the Supplier of a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.

14.2 In the absence of prior written agreement by the Council to the contrary, all Intellectual Property created by the Supplier or any employee, agent or subcontractor of the Supplier:

14.2.1 in the course of performing the Services; and

14.2.2 exclusively for the purpose of performing the Services,

shall vest in the Council on creation.

14.3 The Supplier shall indemnify the Council against all claims, actions, proceedings and any Losses, costs, fees and expenses incurred by the Council arising from or incurred by reason of any alleged

infringement of any third party's Intellectual Property Rights by the Intellectual Property created by the Supplier during the course of the provision of the Services, except to the extent that they have been caused by or contributed to by the Council's acts or omissions.

15 DATA PROTECTION

- 15.1 Each party shall be Independent Controllers and comply with all the obligations imposed on a Data Controller under the Data Protection Legislation, including the following:
- (a) to ensure that it has all necessary notices and consents and lawful bases in place to enable lawful transfer of the Shared Personal Data to the employees of each Party, and any third parties engaged to perform obligations in connection with this Agreement (the "Permitted Recipients") for the Agreed Purpose;
 - (b) to process the Shared Personal Data only for the Agreed Purpose;
 - (c) not to disclose or allow access to the Shared Personal Data to anyone other than the Permitted Recipients;
 - (d) to ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party where practicable, to protect against unauthorised or unlawful processing of any of the Shared Personal Data and against accidental loss or destruction of, or damage to, any of the Shared Personal Data;
 - (e) not to transfer any of the Shared Personal Data received from the Disclosing Party outside the EEA unless the transferor ensures that (i) the transfer is to a country approved under the applicable Data Protection Legislation as providing adequate protection; or (ii) there are appropriate safeguards or binding corporate rules in place pursuant to the applicable Data Protection Legislation; or (iii) the transferor otherwise complies with its obligations under the applicable Data Protection Legislation by providing an adequate level of protection to any personal data that is transferred; or (iv) one of the derogations for specific situations in the applicable Data Protection Legislation applies to the transfer.
- 15.2 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation in relation to the Shared Personal Data. In particular, each party shall:
- (a) assist the other party, at each party's own cost, in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with the Information Commissioner or other regulators;
 - (b) notify the other party without undue delay on becoming aware of any breach of the Data Protection Legislation;
 - (c) use compatible technology for the processing of Shared Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers; and
 - (d) maintain complete and accurate records and information to demonstrate its compliance with this clause 15.2.

16 CONFIDENTIALITY AND TRANSPARENCY

Confidentiality

- 16.1 For the purposes of this Clause 16, the term "**Disclosing Party**" shall mean a Party which discloses or makes available directly or indirectly its Confidential Information and "**Recipient**" shall mean the Party which receives or obtains directly or indirectly Confidential Information.
- 16.2 Except to the extent set out in this Clause 16 or where disclosure is expressly permitted elsewhere in this Agreement, the Recipient shall:

- 16.2.1 treat the Disclosing Party's Confidential Information as confidential and keep it in secure custody (which is appropriate depending upon the form in which such materials are stored and the nature of the Confidential Information contained in those materials);
 - 16.2.2 not disclose the Disclosing Party's Confidential Information to any other person except as expressly set out in this Agreement or without obtaining the owner's prior written consent;
 - 16.2.3 not use or exploit the Disclosing Party's Confidential Information in any way except for the purposes anticipated under this Agreement; and
 - 16.2.4 immediately notify the Disclosing Party if it suspects or becomes aware of any unauthorised access, copying, use or disclosure in any form of any of the Disclosing Party's Confidential Information.
- 16.3 The Recipient shall be entitled to disclose the Confidential Information of the Disclosing Party where:
- 16.3.1 the Recipient is required to disclose the Confidential Information by Law, provided that Clause 17 (Freedom of Information) shall apply to disclosures required under the FOIA or the EIRs; or
 - 16.3.2 the need for such disclosure arises out of or in connection with:
 - (a) any legal challenge or potential legal challenge against a Party arising out of or in connection with this Agreement; or
 - (b) the purpose of the examination and certification of the either Party's accounts (provided that the disclosure is made on a confidential basis) or for any examination pursuant to section 6 (1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Council is making use of any Services provided under this Agreement.
- 16.4 If the Recipient is required by Law to make a disclosure of Confidential Information, the Recipient shall as soon as reasonably practicable and to the extent permitted by Law notify the Disclosing Party of the full circumstances of the required disclosure including the relevant Law and/or the Relevant Authority requiring such disclosure and the Confidential Information to which such disclosure would apply.
- 16.5 Subject to this Clause 16, either Party may only disclose the Confidential Information of the other Party on a confidential basis to:
- 16.5.1 its personnel who are directly involved in the provision or receipt of the Services (as the case may be) and need to know the Confidential Information to enable performance by the respective Party of its obligations under this Agreement; and
 - 16.5.2 its professional advisers for the purposes of obtaining advice in relation to this Agreement.
- Where a Party discloses the Confidential Information of the other Party pursuant to this Clause 16.5, it shall remain responsible at all times for compliance with the confidentiality obligations set out in this Agreement by the persons to whom disclosure has been made.
- 16.6 The Council may disclose the Confidential Information of the Supplier:
- 16.6.1 strictly on a confidential basis for the purpose of Clause 11 (Audit); or
 - 16.6.2 to a Successor Body which substantially performs any of the duties previously performed by the Council.
- 16.7 Nothing in this Clause 16 shall prevent a Recipient from using any techniques, ideas or know-how gained during the performance of this Agreement in the course of its normal business to the extent

that this use does not result in a disclosure of the Disclosing Party's Confidential Information or an infringement of Intellectual Property Rights.

Transparency

- 16.8 The Supplier acknowledges that the Council is required to comply with The Code of Recommended Practice on Data Transparency for Local Authorities published by The Department for Communities and Local Government under section 2 of the Local Government Planning and Land Act 1980 (the "**Transparency Code**").
- 16.9 The Supplier acknowledges that the Council may be required to publish this Agreement (with the exception of any Commercially Sensitive Information), including from time to time agreed changes to this Agreement, to the general public in accordance with the Transparency Code provided that, in doing so:
 - 16.9.1 the Council shall consult with the Supplier prior to publishing the Agreement in order to discuss in good faith and agree any redactions (such agreement not to be unreasonably withheld or delayed); and
 - 16.9.2 the Supplier shall provide reasonable assistance at no additional cost to the Council to enable the Council to publish this Agreement.

17 FREEDOM OF INFORMATION

- 17.1 The Supplier acknowledges that the Council is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
 - 17.1.1 provide all necessary assistance and cooperation as reasonably requested by the Council to enable the Council to comply with its obligations under the FOIA and EIRs;
 - 17.1.2 transfer to the Council all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within two Working Days of receipt;
 - 17.1.3 provide the Council with a copy of all Information belonging to the Council requested in the Request for Information which is in its possession or control in the form that the Council reasonably requires within ten Working Days (or such other period as the Council may reasonably specify) of the Council's request for such Information; and
 - 17.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Council.
- 17.2 The Supplier acknowledges that the Council may in certain circumstances be required under the FOIA and EIRs to disclose Information without consulting or obtaining consent from the Supplier. The Council shall take all reasonable steps to notify and consult the Supplier about all Requests for Information (in accordance with the Secretary of State for Constitutional Affairs' section 45 Code of Practice on the Discharge of the Functions of Public Authorities) under Part 1 of the FOIA and the Code of Practice on the discharge of the obligations of public authorities under the Environmental Information Regulations 2004 (together the **Codes**) to the extent that it is permissible and reasonably practical for it to do so and shall take the Supplier's views into account regarding the relevant Request for Information.
- 17.3 Subject to Clauses 17.4 and 17.5, where the Council receives a Request for Information in relation to Information that the Supplier is holding on its behalf, and which the Council does not hold itself, the Council shall transfer to the Supplier such Request for Information that it receives as soon as practicable and in any event within five Working Days of receiving a Request for Information and the Supplier shall:
 - 17.3.1 provide the Council with a copy of all such Information in the form that the Council reasonably requires as soon as reasonably practicable and in any event within ten Working

Days (or such other period as the Council may specify, acting reasonably) of the Council's request; and

17.3.2 provide all necessary assistance as reasonably requested by the Council in connection with any such Information, to enable the Council to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA or Section 5 of the EIR as applicable.

17.4 Subject to Clause 17.2, following notification under Clause 17.3 and up until such time as the Supplier has provided the Council with all the Information specified in Clause 17.3.1, the Supplier may make representations to the Council as to whether or not or on what basis Information requested should be disclosed, and whether further Information should reasonably be provided in order to identify and locate the Information requested, and the Council shall take such representations into account provided always that the Council shall be responsible for determining at its absolute discretion:

17.4.1 whether the Information is exempt from disclosure under the FOIA or the EIR as applicable; and

17.4.2 whether the Information is to be disclosed in response to a Request for Information.

17.5 Without prejudice to Clause 17.4, if the Council receives a Request for Information (whether via the Supplier or otherwise) which relates to or requires the disclosure of Commercially Sensitive Information, the Council shall, in good faith, consider any objections and/or representations made by the Supplier regarding the disclosure of such Commercially Sensitive Information prior to responding to the Request for Information. The Supplier acknowledges that the Council is responsible for determining in its absolute discretion whether the Commercially Sensitive Information is exempt from disclosure in accordance with the provisions of the Codes, FOIA or the EIR.

17.6 If, in response to a Request for Information, the Council concludes that it is obliged to disclose some or all of the Commercially Sensitive Information it shall (in accordance with any recommendations of the Codes) take all reasonable steps to give the Supplier notice in writing of its decision prior to the disclosure of the Commercially Sensitive Information.

17.7 In the event of a request from the Council pursuant to Clause 17.3 the Supplier shall as soon as practicable, and in any event within five Working Days of receipt of such request, inform the Council of the Supplier's estimated costs of complying with the request to the extent these would be recoverable if incurred by the Council under section 12(1) of the FOIA and the Fees Regulations. Where such costs (either on their own or in conjunction with the Council's own such costs in respect of such Request for Information) will exceed the appropriate limit referred to in section 12(1) of the FOIA and as set out in the Fees Regulations, the Council shall inform the Supplier in writing whether or not it still requires the Supplier to comply with the request and where it does require the Supplier to comply with the request the ten Working Days period for compliance shall be extended by such number of additional days for compliance as the Council is entitled to under section 10 of the FOIA. In such case, the Council shall notify the Supplier of such additional days as soon as practicable after becoming aware of them and shall reimburse the Supplier for such costs as the Supplier incurs in complying with the request.

17.8 Notwithstanding the provisions of this Clause 17, in the event that the Supplier is considered and/or treated as a "public authority" (as defined in FOIA and the EIR, as applicable) for the purposes of FOIA and the EIR, nothing in this Agreement shall prevent and/or hinder the Supplier from performing its statutory duties pursuant to FOIA and the EIR in its capacity as a "public authority" and the Supplier shall have no liability to the Council under this Agreement in respect of the performance of such statutory duties by the Supplier.

17.9 For the purpose of this Clause 17, "**Information**" has the meaning given under section 84 of the FOIA and the meaning attached to "environmental information" contained in section 2 of the EIR as appropriate.

18 PRESS STATEMENTS AND PUBLICATION OF THE AGREEMENT

- 18.1 The Supplier, including but not limited to all Supplier Personnel and Subcontractors, shall not:
- 18.1.1 communicate with representatives of the press, television or radio or other media;
 - 18.1.2 issue any press release or public statement;
 - 18.1.3 grant permission to film or photograph in the Council Premises;
 - 18.1.4 engage in any marketing activity; or
 - 18.1.5 make any other announcements or publications, including via social media or otherwise, relating to, in connection with, or arising out of the delivery of the Services without obtaining the Council's prior written approval as to the contents thereof and the manner of its presentation and publication.
- 18.2 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Agreement is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 18.3 The Council may consult with the Supplier to inform its decision regarding any redactions but the Council shall have the final decision in its absolute discretion.
- 18.4 The Supplier shall assist and cooperate with Council to enable the Council to publish this Agreement.

SECTION F: LIABILITIES AND INSURANCE

19 LIABILITY

- 19.1 Subject to clause 19.2, the Supplier shall indemnify and keep indemnified the Council against all liabilities, costs, expenses, damages and losses incurred by the Council arising out of or in connection with:
- 19.1.1 the Supplier's breach or negligent performance or non-performance of this Agreement;
 - 19.1.2 any claim made against the Council 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;
 - 19.1.3 the enforcement of this Agreement.
- 19.2 The indemnity under clause 19.1 shall apply except insofar as the liabilities, costs, expenses, damages and losses incurred by the Council are directly caused (or directly arise) from the negligence or breach of this Agreement by the Council.
- 19.3 Nothing in this Agreement shall limit or exclude the Supplier's or the Council's liability for:
- 19.3.1 death or personal injury caused by its negligence, or the negligence of its personnel, agents or subcontractors;
 - 19.3.2 fraud or fraudulent misrepresentation;
 - 19.3.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession); and
 - 19.3.4 any other liability which cannot be limited or excluded by applicable Law.
- 19.4 Nothing in this Agreement shall limit or exclude the Supplier's liability under Clause 8.3 (VAT indemnity), Clause 14.3 (IPR indemnity), Clause 23.2 (Termination for Breach indemnity), Clause 28

(Human Rights Act indemnity) and no amounts awarded or agreed to be paid under those clauses or schedule shall count towards the cap on the Supplier's liability.

- 19.5 Subject to Clause 19.3, 19.4 and 19.7, neither party shall have any liability 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.
- 19.6 Subject to Clause 19.3 and Clause 19.4, the Supplier's total aggregate liability to the Council, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with this Agreement shall in no event exceed the amount in each Contract Year set out in the Contract Details.
- 19.7 Notwithstanding the provisions of Clause 19.5 but subject always to Clause 19.6, the Supplier assumes responsibility for the following losses which may be recoverable by the Council:
- 19.7.1 the Council's additional operational and administrative costs and expenses arising from a Default;
 - 19.7.2 the Council's wasted expenditure or charges reasonably incurred by the Council arising from a Default;
 - 19.7.3 any compensation or interest paid to a third party by the Council arising from a Default;
 - 19.7.4 any loss or corruption to or alteration of any Council Data; and
 - 19.7.5 any fines, expenses or other losses suffered or incurred by the Council arising from a breach by the Supplier of any Law.
- 19.8 Nothing in this Agreement shall be taken as in any way reducing or affecting a general duty to mitigate loss suffered by a party.

20 INSURANCE

- 20.1 Without prejudice to Clause 19 (Liability), the Supplier shall at its own cost effect and maintain in force with reputable insurance companies such policies of insurance as set out in the Contract Details (the **Required Insurances**).
- 20.2 The Supplier shall not, during the term of this Agreement do anything to invalidate any insurance policy and use its reasonable endeavours to procure that the terms of such policies are not altered in such a way as to have a material adverse effect on the benefit of such policies as they were at the Commencement Date.
- 20.3 Following a written request of the Council (acting reasonably) for the same, the Supplier shall provide the Council with:
- 20.3.1 copies of all insurance policies relating to the Required Insurances (or a broker's verification of insurance) and the Council shall be entitled to inspect such insurance policies at reasonable times during ordinary business hours; and
 - 20.3.2 evidence that the premiums payable under the insurance policies relating to the Required Insurances have been paid and that the insurances are in full force and effect.
- 20.4 Without prejudice to the Council's other rights under this Agreement, if, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, the Council may make alternative arrangements to keep such insurance in force and may recover the costs of such arrangements from the Supplier.
- 20.5 The Council shall immediately notify the Supplier of any claims or potential claims of which it becomes aware in relation to any risk covered by any of the Required Insurances and for which it reasonably

believes that the Supplier is responsible and shall provide the Supplier with all information and assistance it may reasonably require in order for the Supplier to effectively manage such claim.

SECTION G: REMEDIES AND RELIEF

21 FORCE MAJEURE

- 21.1 Subject to the remaining provisions of this Clause 21, neither Party shall in any circumstances be liable to the other Party for any delay, or non-performance of its obligations under this Agreement to the extent that such delay or non-performance is due to a Force Majeure Event.
- 21.2 In the event that either Party (the **Affected Party**) is delayed or prevented from performing its obligations under this Agreement due to a Force Majeure Event, the Affected Party shall:
- 21.2.1 give notice in writing of such delay or prevention to the other Party as soon as reasonably possible, stating the commencement date and extent of such delay or prevention, the cause thereof, its estimated duration and any action proposed to mitigate its effect;
 - 21.2.2 use all reasonable endeavours to mitigate the effects of such delay or prevention on the performance of its obligations under this Agreement; and
 - 21.2.3 resume performance of its obligations as soon as reasonably possible after the removal of the cause of the delay or prevention.
- 21.3 The 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.
- 21.4 As soon as practicable following the Affected Party's notification pursuant to Clause 21.2, the Parties shall consult with each other in good faith and use all reasonable endeavours to agree appropriate terms to mitigate the effects of the Force Majeure Event and to facilitate the continued performance of this Agreement.
- 21.5 The Affected Party shall notify the other Party 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 prior to the occurrence of the Force Majeure Event unless agreed otherwise by the Parties in writing.
- 21.6 In the event that the Supplier is prevented from carrying out its obligations under the Agreement by any act of Force Majeure which continues for a period of 25 days, the other Party may terminate the Agreement by notice in writing giving 14 Days' notice. Where this Agreement is terminated pursuant to this Clause 21.6 the Council shall not be liable to the Supplier for any Losses arising out of the termination.

22 CONTINUED PERFORMANCE

- 22.1 Save as may be required to give effect to the granting of relief from obligations under Clause 21 (Force Majeure), the Parties shall continue to perform their obligations under this Agreement notwithstanding the giving of any notice of termination, or natural expiry, of this Agreement until the termination or expiry of this Agreement becomes effective in accordance with the relevant provision.

SECTION H: TERMINATION AND EXIT MANAGEMENT

23 TERMINATION FOR BREACH

- 23.1 This Agreement shall terminate automatically on the Expiry Date unless it is terminated earlier in accordance with this Agreement. For the avoidance of doubt the Supplier shall not be entitled to any compensation on expiry. Without limiting its other rights or remedies, the Council may terminate the Agreement with immediate effect by giving written notice to the Supplier if:

- 23.1.1 the Supplier commits a material breach of the Agreement which is not capable of remedy;
- 23.1.2 the Supplier commits a Default provided that if the Default is capable of remedy, the Council may only terminate this Agreement under this Clause 23 if the Supplier has failed to remedy such Default within 28 days of receipt of notice from the Council;
- 23.1.3 subject to Clause 29 (Prevention of Fraud and Bribery) the Supplier commits a Prohibited Act;
- 23.1.4 a representation and warranty given by the Supplier pursuant to Clause 4 (Warranties) being materially untrue or misleading;
- 23.1.5 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 Supplier) 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;
- 23.1.6 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 other than (where a Supplier) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- 23.1.7 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 Supplier) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;
- 23.1.8 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 its assets and such attachment or process is not discharged within 14 days;
- 23.1.9 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier (being a Supplier);
- 23.1.10 a floating charge holder over the assets of the Supplier (being a Supplier) has become entitled to appoint or has appointed an administrative receiver;
- 23.1.11 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;
- 23.1.12 the Supplier suspends or threatens to suspend, or ceases or threatens to cease to carry on, all or a substantial part of its business;
- 23.1.13 makes an assignment of this Agreement in breach of Clause 32 (Assignment and other dealings);
- 23.1.14 breaches any of its obligations under Clause 20 (Insurance);
- 23.1.15 fails to provide the Services during a continuous period of four days or for a total period of ten days in any three month period during the Agreement Period other than as a result of a Force Majeure Event; or
- 23.1.16 if any of the provisions of Regulation 73(1) of the Public Contract Regulations 2015 apply; or,

23.1.17 The Council receives any claim that the procurement of the Services or the award of this Agreement has breached any of the provisions of the Public Contracts Regulations 2015.

23.2 If this Agreement is terminated by the Council for cause such termination shall be at no loss or cost to the Council and the Supplier hereby indemnifies the Council against any such loss or costs which the Council may suffer as a result of any such termination for cause including the cost of procuring and implementing replacement services.

24 CONSEQUENCES OF EXPIRY OR TERMINATION

24.1 The termination or expiry of this Agreement shall not affect:

24.1.1 the continuing rights and obligations of the Parties pursuant to Clauses 10 (The Supplier's Records and Provision of Information), 11 (Audit), 15 (Data Protection), 16 (Confidentiality and Transparency), 17 (Freedom of Information), 19 (Liability), 20 (Insurance), 23 (Termination for Breach) and this Clause 24 and any other provision of this Agreement that expressly or by implication is intended to come into or continue in force after the termination or expiry of this Agreement; and

24.1.2 any rights, remedies, obligations or liabilities of the Parties that have accrued up to the date of termination or expiry of this Agreement.

24.2 The Supplier shall, within three months after the Commencement Date, produce an Exit Plan for the orderly transition of the Services from the Supplier to the Council or the Replacement Supplier in the event of the termination or expiry of this Agreement. Within 10 Business Days after the submission of that Exit Plan, the Parties shall meet and use all reasonable endeavours to agree the contents of that Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within 20 Business Days either Party may refer the Dispute for resolution in accordance with the Dispute Resolution Procedure.

24.3 The Exit Plan shall:

24.3.1 facilitate the transition of the Services from the Supplier to the Replacement Supplier and/or the Council and shall ensure that there is no disruption in the supply of the Services and no deterioration in the quality of delivery of the Services; and

24.3.2 detail how the Services will transfer to the Replacement Supplier and/or the Council including details of the processes, documentation, data transfer, systems migration, security and the segregation of the Council's technology components from any technology components run by the Supplier or any of its Subcontractors (where applicable).

24.4 The Supplier shall keep the Exit Plan under review. Following any update, the Supplier shall submit the revised Exit Plan to the Council for review and approval.

24.5 In the event of the termination or expiry of this Agreement for any reason, the provisions of the Exit Plan shall come into effect and the Supplier shall co-operate with the Council and/or the Replacement Supplier to the extent reasonably required to facilitate the smooth migration of the Services from the Supplier to the Council or the Replacement Supplier.

24.6 On reasonable notice, the Supplier shall provide to the Council and/or to its Replacement Supplier (subject to the Replacement Supplier entering into reasonable written confidentiality undertakings with the Supplier), such material and information as the Council shall reasonably require in order to facilitate the preparation by the Council of any invitation to tender.

24.7 On termination of this Agreement and on satisfactory completion of the Exit Plan (or where reasonably so required by the Council prior to such completion) the Supplier shall submit to the Council all relevant data held by the Supplier in respect of the contract which the Council may reasonably need for future reference or to maintain performance of the contract internally or through another Supplier. Such data shall be supplied electronically in the relevant Microsoft product (which is the Council's standard software currently) or in such other electronic product as may be Council's standard at the time, and in e-gif compliant format (if applicable).

SECTION I: COMPLIANCE WITH LAWS

25 HEALTH AND SAFETY

25.1 The Supplier shall perform its obligations under this Agreement (including those in relation to the Services) in accordance with:

25.1.1 all applicable Law regarding health and safety; and

25.1.2 the Council's health and safety policy.

25.2 The Supplier shall notify the Council as soon as practicable of any health and safety incidents or material health and safety hazards on any premises where the Services are being provided of which it becomes aware and which relate to or arise in connection with the performance of this Agreement. Each Party shall instruct their personnel (as applicable) to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.

26 ENVIRONMENTAL

26.1 The Supplier shall:

26.1.1 when working on premises where the Services are being provided, perform this Agreement in accordance with the Council's environmental policy, which is committed to the prevention of pollution, reduction of our CO2 emissions, minimise the environmental impacts associated with all activities, products and services of the Council's business;

26.1.2 follow a sound environmental management policy so that its activities comply with all applicable environmental legislation and regulations and that the Services are procured, and delivered in ways that are appropriate from an environmental protection perspective; and

26.1.3 comply with all applicable environmental legislation and other requirements as appropriate to the Services, which may apply in the performance of this Agreement.

27 EQUAL OPPORTUNITIES

27.1 The Supplier shall not unlawfully harass or victimise a person or discriminate either directly or indirectly because of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, colour, nationality, ethnic or national origin, religion, or belief, sex, or sexual orientation (the **Protected Characteristics**) and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Human Rights Act 1998 or other relevant legislation, or any statutory modification or re-enactment thereof.

27.2 The Supplier shall give due regard to the need to eliminate discrimination, advance equality and foster good relations within the meaning and scope of the Public Sector Equality Duty in Section 149 of the Equality Act 2010 in the execution of the Agreement.

27.3 The Supplier shall take all reasonable steps to secure the observance of Clauses 27.1 and 27.2 by all servants, employees or agents of the Supplier and all suppliers and Subcontractors employed in the execution of the Agreement.

27.4 The Supplier shall demonstrate to the Council that it has a policy to comply with its statutory obligations under the legislation referred to above in Clauses 27.1 and 27.2.

27.5 If there should be any findings of unlawful discrimination made against the Supplier by any court or employment tribunal, or an adverse finding in a formal investigation by a Commission, the Supplier shall take appropriate steps to prevent repetition of the unlawful discrimination.

- 27.6 The Council reserve the right to test the Supplier's equality performance through the life of the Agreement. The Supplier shall cooperate with the Council regarding the provision of a date and/or access for site visits as reasonably required by the Council.

28 HUMAN RIGHTS ACT 1998

- 28.1 The Supplier shall comply in all respects with the provision of the Human Rights Act 1998 and will indemnify the Council against all actions, costs, expenses, claims, proceedings and demands which may be brought against the Council for a breach of statutory duty under the Act attributable to the Supplier.

29 PREVENTION OF FRAUD AND BRIBERY

- 29.1 The Supplier represents and warrants that as at the Commencement Date neither it, nor to the best of its knowledge any of the Supplier Personnel have at any time prior to the Commencement Date:

29.1.1 committed a Prohibited Act or been formally notified that it is subject to an investigation or prosecution which relates to an alleged Prohibited Act; and/or

29.1.2 been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government contracts on the grounds of a Prohibited Act.

- 29.2 The Supplier shall not during the Contract Term of this Agreement:

29.2.1 commit a Prohibited Act; and/or

29.2.2 do or suffer anything to be done which would cause the Council to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements.

- 29.3 The Supplier shall during the Contract Term of this Agreement:

29.3.1 establish, maintain and enforce, and require that its Subcontractors establish, maintain and enforce, policies and procedures which are adequate to ensure compliance with the Relevant Requirements and prevent the occurrence of a Prohibited Act; and

29.3.2 keep appropriate records of its compliance with its obligations under Clause 29.3.1 and make such records available to the Council on request.

- 29.4 The Supplier shall as soon as reasonably practicable notify the Council in writing if it becomes aware of any breach of Clause 29.2.1 and/or 29.2.2, or has reason to believe that it has:

29.4.1 been subject to an investigation or prosecution which relates to an alleged Prohibited Act;

29.4.2 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; and/or

29.4.3 received a request or demand for any undue financial or other advantage of any kind in connection with the performance of this Agreement or otherwise suspects that any person or Party directly connected with this Agreement has committed or attempted to commit a Prohibited Act.

- 29.5 If the Supplier makes a notification to the Council pursuant to Clause 29.4, the Supplier shall respond promptly to the Council's reasonable enquiries and cooperate with any investigation carried out by the Council (acting reasonably) in respect of such notification.

- 29.6 If the Supplier is in breach of Clauses 29.1 and/or 29.2 the Council may by notice require the Supplier to remove from performance of this Agreement any member of staff or Subcontractor whose acts or omissions have caused the breach.
- 29.7 Any notice served by the Council under Clause 29.6 shall specify the nature of the Prohibited Act, the identity of the person who the Council reasonably believes has committed the Prohibited Act and the action that the Council requires the Supplier to take as a result.

SECTION J: MISCELLANEOUS AND GOVERNING LAW

30 COMPLAINTS/LOCAL GOVERNMENT OMBUDSMAN

- 30.1 The Supplier shall keep a record of any complaints received (whether received orally or in writing, and whether from members of the Council, members of the public or otherwise) and of the action taken by the Supplier to remedy or fully investigate each such complaint. Such records shall be kept available for inspection by the Council's Representative at all reasonable times during normal working hours.
- 30.2 The Supplier shall provide the Council with all reasonable cooperation and assistance in relation to any investigation by the Local Government Ombudsman in connection with the performance by the Supplier of the Services under this Agreement.

31 VARIATION

- 31.1 No amendment or variation of this Agreement shall be effective unless it is in writing and signed by the Parties (acting through their Representatives) and is expressed to be for the purpose of such amendment or variation.

32 ASSIGNMENT AND OTHER DEALINGS

- 32.1 The Supplier shall not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under this Agreement without the prior written consent of the Council (such consent not to be unreasonably withheld or delayed).
- 32.2 The Council may at its discretion assign, novate, or otherwise dispose of any or all of its rights, obligations and liabilities under this Agreement to a body other than the Council which performs any of the functions that previously had been performed by the Council (a **Successor Body**).
- 32.3 The Supplier may not subcontract any part of this Agreement without the prior written consent of the Council. In the event that the Council consents to the Supplier entering into a Subcontract, the Subcontract must include terms:
- 32.3.1 requiring the Supplier to pay any undisputed sums due to the Sub-Contractor within 30 days of receipt of a valid invoice;
 - 32.3.2 requiring the counterparty to that Subcontract to include in any subcontract it awards a provision having the same effect as Clause 32.3.1; and
 - 32.3.3 refrain from acting, or act, in any way which would cause the Supplier to be in breach of this Agreement.

The Supplier shall (unless otherwise agreed by the Customer in writing) ensure that each Material Subcontract includes (i) the right, under the Contracts (Rights of Third Parties) Act 1999, for the Customer to enforce the terms of that Subcontract as if it were the Supplier; and (ii) a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and obligations under the Subcontract to the Customer or any Replacement Supplier without restriction (including any need to obtain any consent or approval) or payment by the Customer.

- 32.4 The Supplier shall ensure that any Subcontractor that performs any part of the Services pursuant to this Clause 32 shall be fully supplied with all relevant information about the Supplier's obligations under this Agreement. The Supplier shall remain responsible for all acts and omissions of its Subcontractors

and the acts and omissions of those employed or engaged by the Subcontractors as if they were its own. An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation on the Supplier to procure that its employees, staff and agents and Subcontractors' employees, staff and agents also do, or refrain from doing, such act or thing.

32.5 The Supplier shall notify the Council of any change to the details of a Subcontractor as soon as reasonably practicable

32.6 Notwithstanding any subcontracting permitted under this Clause 32, the Supplier shall be responsible and liable for the acts and omissions of its Subcontractors as if they were its own acts and omissions.

33 ENTIRE AGREEMENT

33.1 This Agreement constitutes the entire agreement between the Parties in respect of its subject matter and supersedes and extinguishes all prior negotiations, arrangements, understanding, course of dealings or agreements made between the Parties in relation to its subject matter, whether written or oral.

33.2 Neither Party has been given, nor entered into this Agreement in reliance on, any warranty, statement, promise or representation other than those expressly set out in this Agreement.

33.3 Nothing in this Clause 33 shall exclude any liability in respect of misrepresentations made fraudulently.

34 WAIVER AND CUMULATIVE REMEDIES

34.1 A waiver of any right or remedy under this Agreement or by Law is only effective if given in writing, which expressly states that a waiver is intended, and such waiver shall not be deemed a waiver of any subsequent breach or default.

34.2 A failure or delay by a Party in ascertaining or exercising any right or remedy provided under this Agreement or by Law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Agreement or by Law shall prevent or restrict the further exercise of that or any other right or remedy.

34.3 Unless otherwise provided in this Agreement, rights and remedies under this Agreement are cumulative and do not exclude any rights or remedies provided by Law, in equity or otherwise.

35 SEVERANCE

35.1 If any provision of this Agreement (or part of any provision) is held to be void or otherwise unenforceable by any court of competent jurisdiction, such provision (or part) shall to the extent necessary to ensure that the remaining provisions of this Agreement are not void or unenforceable be deemed to be deleted and the validity and/or enforceability of the remaining provisions of this Agreement shall not be affected.

35.2 In the event that any deemed deletion under Clause 35.1 is so fundamental as to prevent the accomplishment of the purpose of this Agreement or materially alters the balance of risks and rewards in this Agreement, either Party may give notice to the other Party requiring the Parties to commence good faith negotiations to amend this Agreement so that, as amended, it is valid and enforceable, preserves the balance of risks and rewards in this Agreement and, to the extent that is reasonably possible, achieves the Parties' original intentions.

35.3 If the Parties are unable to agree on the revisions to this Agreement within five Working Days of the date of the notice given pursuant to Clause 39 (Notices) the matter shall be dealt with in accordance with the Dispute Resolution Procedure.

36 FURTHER ASSURANCES

- 36.1 At its own expense, each Party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Agreement.

37 RELATIONSHIP OF THE PARTIES

- 37.1 Except as expressly provided otherwise in this Agreement, nothing in this Agreement, nor any actions taken by the Parties pursuant to this Agreement, shall create a partnership, joint venture or relationship of employer and employee or principal and agent between the Parties, or authorise either Party to make representations or enter into any commitments for or on behalf of any other Party.

38 THIRD PARTY RIGHTS

- 38.1 A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement.
- 38.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

39 NOTICES

- 39.1 Any notice or other communication given to a Party under or in connection with this Agreement shall be in writing marked for the attention of the Party's Representative and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service or by email at its registered office (if a company) or its principal place of business (in any other case).
- 39.2 Any notice or communication shall be deemed to have been received:
- 39.2.1 if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; or
 - 39.2.2 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 at the time recorded by the delivery service; or
 - [39.2.3 if sent by email at the time the transmission is received, provided that any email sent after 1700hrs on any Business Day shall be deemed to have been received at 0900 hrs on the following Business Day
- 39.3 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.

40 GOVERNING LAW AND JURISDICTION

- 40.1 This Agreement and any issues, disputes or claims (whether contractual or non-contractual) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of England.
- 40.2 Subject to Clause 13 (Disputes), the Parties agree that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (whether contractual or non-contractual) that arises out of or in connection with this Agreement or its subject matter or formation.

41 OPTIONAL CLAUSES AND SCHEDULES

- 41.1 The following Clauses, set out in Schedule 1 (Optional Clauses), relating to:
- 41.1.1 Price Variation;
 - 41.1.2 Safeguarding and Improper Conduct;
 - 41.1.3 Social Networking/Internet;

41.1.4 No Fault Termination; and

41.1.5 Collaborative Procurement – Right of Other Bodies to Participate

shall only apply if specifically stated in the Contract Details.

- 41.2 If specifically stated in the Contract Details, where the Services supplied include the supply of Goods, then the provisions of Schedule 2 (Goods) shall apply to the supply of the Goods in addition to the terms and conditions of this Agreement.
- 41.3 If specifically stated in the Contract Details, then the provisions of Schedule 3 (TUPE) shall apply to this Agreement.
- 41.4 If specifically stated in the Contract Details, then the provisions of Schedule 4 (Charges and Payments) shall apply to this Agreement.
- 41.5 If specifically stated in the Contract Details, then the provisions of Schedule 5 (Specification) shall apply to this Agreement.
- 41.6 If specifically stated in the Contract Details, then the provisions of Schedule 6 (Tender Submission) shall apply to this Agreement.

42 MODERN SLAVERY

42.1 To the extent that the Modern Slavery Act 2015 may apply to the Supplier, the Supplier:

- 42.1.1 represents and warrants that it is compliant with its obligations under the Modern Slavery Act 2015 and that neither the Supplier nor any of its officers, employees subcontractors, agents or other persons associated with it:
- (a) have been convicted of any offence involving slavery and human trafficking anywhere in the world;
 - (b) have been or are the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body anywhere in the world regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 42.1.2 shall implement and maintain throughout the term of this Agreement due diligence procedures for its own suppliers, sub-contractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 42.1.3 shall report to the Council any breach or alleged breach of the Supplier's anti-slavery and human trafficking policies and procedures or those of its suppliers, sub-contractors and other participants in its supply chain and shall provide reasonable assistance to the Council to allow the Council to carry out any audit of the Suppliers anti-slavery and human trafficking policies and procedures or those of any suppliers, sub-contractors and other participants in its supply chains.

43 COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which when executed and delivered shall constitute an original of this Agreement, but all the counterparts shall together constitute the same agreement.

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

Signed for and on behalf of the
TOM SEARS by:



.....(signature)

Signed for and on behalf of **THE COUNTY OF
HEREFORDSHIRE DISTRICT COUNCIL** by:



..... (signature)

TOM SEARS

.....(printed name)

Roger Allonby

.....(printed name)

EXHIBITION CONTENT CONSULTANT

.....(position)

Director for Growth

.....(position)

SCHEDULE 1– NOT USED

SCHEDULE 2- SUPPLY OF GOODS

1 DEFINITIONS

In this Schedule, unless the context requires otherwise, capitalised terms shall have the meaning given to that term as set out below or the meaning given to such term where it is defined elsewhere in this Agreement:

Delivery Date the date which the Goods are delivered to the Council by the Supplier in accordance with the terms and conditions of this Agreement.

Delivery Location the address which the Goods are delivered to the Council by the Supplier in accordance with the terms and conditions of this Agreement.

Goods means the whole of the Goods or any of them to be provided by the Supplier as identified in the Goods Specification pursuant to this Agreement from time to time.

Goods Specification means the specification of the Goods set out in the Invitation to Tender.

Replacement Goods means any Goods which are the same as or substantially similar to any of the Goods and which the Council receives in substitution for any of the Goods following the expiry or termination of this Agreement, whether those Goods are provided by the Council internally and/or by any third party.

2 THE GOODS

2.1 The Supplier shall ensure that the Goods:

- 2.1.1 correspond with their description and the Goods Specification;
- 2.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Council expressly or by implication, and in this respect the Council relies on the Supplier's skill and judgement;
- 2.1.3 where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
- 2.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

2.2 The Supplier shall commence the supply of the Goods on the Commencement Date and shall thereafter continue to provide the Goods throughout the Contract Term in accordance with the terms of this Agreement.

2.3 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement.

3 DELIVERY AND INSPECTION

3.1 The Council may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement.

3.2 If following such inspection or testing the Council considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at Paragraph 2.1, the Council shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

- 3.3 The Council may conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.4 The Supplier shall ensure that:
- 3.4.1 the Goods are properly packed and secured in such manner as to enable them to reach their Delivery Location in good condition;
 - 3.4.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the order, the order number (if any), the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 3.4.3 if the Supplier requires the Council to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.
- 3.5 The Supplier shall deliver the Goods:
- 3.5.1 on the Delivery Date;
 - 3.5.2 at the Delivery Location; and
 - 3.5.3 during the Council's normal business hours or as instructed by the Council.
- 3.6 Delivery of the Goods shall be completed on the completion of unloading the Goods at the Delivery Location.
- 3.7 The Supplier shall not deliver the Goods in instalments without the Council's prior written consent. Where it is agreed that the Goods are to be delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Council to the remedies set out in Paragraph 4.

4 REMEDIES

- 4.1 If the Goods are not delivered on the Delivery Date, or do not comply with the undertakings set out in Paragraph 2.1, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Council may exercise any one or more of the following remedies :
- 4.1.1 to terminate this Agreement in accordance with Clause 23 (Termination for Breach);
 - 4.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the Supplier's own risk and expense;
 - 4.1.3 to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - 4.1.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 4.1.5 to recover from the Supplier any costs incurred by the Council in obtaining substitute goods from a third party; and
 - 4.1.6 to claim damages for any other costs, loss or expenses incurred by the Council which are in any way attributable to the Supplier's failure to carry out its obligations under the Agreement.
- 4.2 This Paragraph shall also apply to any repaired or Replacement Goods supplied by the Supplier.

- 4.3 The Council's rights and remedies under the Agreement are in addition to its rights and remedies implied by statute and common law.

5 TITLE AND RISK

- 5.1 Title and risk in the Goods shall pass to the Council upon Delivery.

SCHEDULE 3 – TUPE/EMPLOYMENT

Part 1 – RELEVANT TRANSFERS

1 DEFINITIONS

1.1 In this Schedule, the following terms have the following meanings:

Direct Losses means all damages, losses, liabilities, claims, actions, costs, reasonable expenses (including legal or professional services, legal costs being on an agent/employer paying basis) proceedings, demands and charges whether arising under statute, contract or at common law, but to avoid doubt, excluding Indirect Losses.

Directive means the EC Acquired Rights Directive 77/187 as amended.

Employee Liability Information has the meaning given to it in Regulation 11 of TUPE.

Indirect Losses means loss of profits, loss of use, loss of production, loss of business, loss of business opportunity, or any claim for consequential loss or for indirect loss of any nature but excluding any of the same that relates to loss of revenue under the Agreement.

Relevant Employees means the employees who are the subject of a Relevant Transfer.

Relevant Transfer means a relevant transfer for the purposes of TUPE.

Relevant Transfer Date means the date on which a Relevant Employee transfers to the Supplier and/or one or more Subcontractors by virtue of a Relevant Transfer.

Retendering Information has the meaning set out in paragraph 1.7.1(a) of Part 1 of this Schedule.

Return Date has the meaning set out in paragraph 1.8.2 of Part 1 of this Schedule.

Returning Employees has the meaning set out in paragraph 1.8.2 of Part 1 of this Schedule.

Third Party Contractor means any contractor (other than the Supplier) engaged by or on behalf of the Council to perform any service equivalent to a Service or any part of the Services;

Transferring Employee means an employee of the third party contractor whose contract of employment becomes, by virtue of the application of TUPE in relation to the provision of works and services pursuant to the Agreement between the Council and the Supplier, a contract of employment with someone other than the third party contractor

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (2006/246) and or any other regulations enacted for the purpose of implementing the Directive into English law.

2 TUPE

2.1 Relevant Transfers

2.1.1 The Council and the Supplier agree that the following events:

- (a) the Relevant Transfer Date; and
- (b) where the identity of a third party contractor or the Council of any works or services which constitutes or which will constitute part of the service is changed, whether in anticipation of changes pursuant to the Agreement or not, constitute a Relevant Transfer and that the contracts of employment of any Relevant Employees will have effect (subject to Regulation 4(7) of TUPE) thereafter as if originally made between those employees and the Supplier and/or its Subcontractor except insofar as such contracts relate to those parts of an occupational pension scheme relating to the old

age, invalidity and survivors' benefits (save as required under section 257 and 258 of the Pensions Act 2004). On the occasion of a Relevant Transfer (save on expiry or termination of the Agreement) the Supplier will procure that the former and the new Subcontractor will both comply with their obligations under TUPE.

- 2.1.2 The Council will procure if it has the contractual or legal power to do so and shall otherwise use all reasonable endeavours to procure that any third party contractor of a Relevant Employee will comply with its obligations under TUPE in respect of each Relevant Transfer pursuant to the Agreement and the Supplier will comply and will procure that each Subcontractor will comply with its obligations (including without limitation the obligation under Regulation 13(4) of TUPE) in respect of each Relevant Transfer pursuant to the Agreement.

2.2 Emoluments and outgoings

- 2.2.1 The Council will procure that any Third Party Contractor of a Transferring Employee is responsible for all remuneration, benefits, entitlements and outgoings in respect of the Transferring Employees, including without limitation all wages, holiday pay, bonuses, commissions, payments of PAYE, national insurance contributions, pension contributions and otherwise, up to the Relevant Transfer Date.
- 2.2.2 The Supplier will be responsible or will procure that any relevant Subcontractor is responsible for all remuneration, benefits, entitlements and outgoings in respect of the Relevant Employees and any other person who is or will be employed or engaged by the Supplier or any Subcontractor in connection with the provision of the service, including without limitation all wages, holiday pay, bonuses, commission, payment of PAYE, national insurance contributions, pension contributions and otherwise, from and including the Relevant Transfer Date.

2.3 Employment costs

- 2.3.1 The Council has supplied to the Supplier information, prior to the time for return of tenders, which is contained in Part Two to this Schedule (the First Employee List) in relation to each of those employees of the Third Party Contractor who it is expected, if they remain in the employment of the Third Party Contractor until immediately before the Relevant Transfer Date, would be Transferring Employees. The Council gives no warranty as to the accuracy or completeness of the information.
- 2.3.2 The Third Party Contractor shall provide all Employee Liability Information twenty (20) Working Days before the Relevant Transfer Date. This list is known as the First Employee List. The Third Party Contractor shall also supply to the Supplier within five (5) Working Days after the Relevant Transfer Date information, which was correct as at the Relevant Transfer Date, in respect of the Transferring Employees on all the same matters as should be provided in the First Employee List. This list is the "Final Employee List" and where there is more than one Relevant Transfer Date the "Final Employee List" means each list so prepared in respect of each part of the service and at each Relevant Transfer Date. The Council shall give no warranty as to the accuracy or completeness of any information in respect of those employees of the Third Party Contractor contained in any update of the First Employee List or in the Final Employee List.
- 2.3.3 Without prejudice to paragraph 2.3.2 above, the Council will procure if it has the contractual or legal power to do so and shall otherwise use all reasonable endeavours to procure that each Third Party Contractor or subcontractor will:
- (a) provide the Employee Liability Information to the Supplier at such time or times as are required by TUPE and
 - (b) update the Employee Liability Information to take account of any changes as required by TUPE.

2.3.4 The Supplier has provided to the Council, and the Council has agreed, the details set out in Part Three to this Schedule (Workforce Information) which show, in respect of each of the parts of the service, the following information:

- (a) the workforce which the Supplier proposes to establish to provide the service (the “**Proposed Workforce**”) classified by reference to grade, job description, hours worked, shift patterns, pay scales, rates of pay, terms and conditions and pension arrangements;
- (b) the monthly costs of employing the Relevant Employees who are expected to be engaged in the Provision of the Service. These costs (the “**Remuneration Costs**”) have been calculated on the basis of (amongst other things) the information contained in the First Employee List; and
- (c) the costs, including any lump sum payments, which have been agreed between the Parties for the purposes of any reorganisation which may be required to establish the Proposed Workforce or a workforce which is as close as reasonably practicable to the Proposed Workforce [(including but not limited to costs associated with dismissal by reason of redundancy or capability and costs of recruitment)]. These costs (the “**Reorganisation Costs**”) have been calculated by the Supplier on the basis of (amongst other things) the information contained in the First Employee List

2.3.5 The Council and the Supplier will, (and the Supplier will procure that each and every Subcontractor will) take all reasonable steps, including co-operation with reasonable requests for information, to ensure that each and every Relevant Transfer pursuant to the Agreement takes place smoothly with the least possible disruption to the service being provided to the Council under the Agreement and to the employees who transfer.

2.3.6 In addition to the Employee Liability Information covered under TUPE Regulation 11(2), training records are provided to the Supplier showing what training and qualifications are held by each Transferring Employee and the expiry dates of that training and qualification. This information is provided at least forty-five (45) days prior to the Relevant Transfer Date. Also, copies of full employee files for all Transferring Employees are provided to the Supplier within two weeks of the Relevant Transfer Date.

2.4 Union Recognition

2.4.1 The Third Party Contractor will supply to the Supplier no later than three (3) months prior to the Relevant Transfer Date true copies of any union recognition agreement(s) and the Supplier will and will procure that each and every Subcontractor will in accordance with TUPE recognise the trade unions representing Transferring Employees (as relevant to each Subcontractor) after the transfer to the same extent as they were recognised before the Relevant Transfer Date.

2.4.2 The Supplier will procure that, on each occasion on which the identity of a Subcontractor changes pursuant to this Agreement, in the event that there is a Relevant Transfer, the new Subcontractor will in accordance with TUPE recognise the trade unions representing the employees whose contracts of employment transfer to the new Subcontractor to the same extent as they were recognised before the change of identity of the Subcontractor in respect of the provision of any works or services in connection with this Agreement.

2.5 Indemnities

2.5.1 The Supplier will indemnify and keep indemnified in full the Council and each and every New Employer against:

- (a) all Direct Losses incurred by the Council or any New Employer in connection with or as a result of any claim or demand against the Council or any New Employer by (i) any person who is or has been employed or engaged by the Supplier or any Subcontractor in connection with the provision of any works or services under the

Agreement or (ii) any trade union or staff association or employee representative in respect of such person, in either case where such claim arises as a result of any act, fault or omission of the Supplier and/or any Subcontractor after the Relevant Transfer Date,

- (b) all Direct Losses incurred by the Council or any New Employer in connection with or as a result of a breach by the Supplier of its obligations in Part 1 of this Schedule and
- (c) all Direct Losses incurred by the Council or any New Employer in connection with or as a result of any claim by any Relevant Employee, trade union or staff association or employee representative (whether or not recognised by the Supplier and/or the relevant Subcontractor in respect of all or any of the Relevant Employees) arising from or connected with any failure by the Supplier and/or any Subcontractor to comply with any legal obligation to such trade union, staff association or other employee representative whether under Regulation 13 of TUPE, under the Directive or otherwise and, whether any such claim arises or has its origin before or after the Relevant Transfer Date.

2.5.2 The Supplier will indemnify and keep indemnified in full the Council, against all Direct Losses incurred by the Council in connection with or as a result of:

- (a) the change of identity of Council occurring by virtue of TUPE to the Supplier or the relevant Subcontractor being significant and detrimental to any of the Relevant Employees or to any person who would have been a Relevant Employee but for their resignation (or decision to treat their employment as terminated under Regulation 4(9) of TUPE) on or before the Relevant Transfer Date as a result of the change in Council and whether such claim arises before or after the Relevant Transfer Date,
- (b) any proposed or actual change by the Supplier or any Subcontractor to the Relevant Employees working conditions, terms or conditions or any proposed measures of the Supplier or the relevant Subcontractor which are to any of the Relevant Employees material detriment or to the material detriment of any person who would have been a Relevant Employee but for their resignation (or decision to treat their employment as terminated under Regulation 4(9) of TUPE) on or before the Relevant Transfer Date as a result of any such proposed changes or measures and whether such claim arises before or after the Relevant Transfer Date and
- (c) any claim arising out of any misrepresentation or mis-statement whether negligent or otherwise made by the Supplier or Subcontractor to the Relevant Employees or their representatives whether before on or after the Relevant Transfer Date and whether liability for any such claim arises before on or after the Relevant Transfer Date.

2.6 Provision of details and indemnity

2.6.1 The Supplier will immediately upon request by the Council provide to the Council details of any measures (as referred to in Regulation 13 of TUPE) which the Supplier or any Subcontractor envisages it or they will take in relation to any employees who are or who will be the subject of a Relevant Transfer, and if there are no measures, confirmation of that fact, and will indemnify the Council against all Direct Losses resulting from any failure by the Supplier to comply with this obligation.

2.7 Retendering

2.7.1 The Supplier will (and will procure that any Subcontractor will) within the period of twelve (12) months immediately preceding the expiry of this Agreement or following the service of a notice under Clause 23 (Termination for Breach), or Schedule 1 paragraph 4 (No Fault Termination) or as a consequence of the Council notifying the Supplier of its intention to re-tender this Agreement:

- (a) on receiving a request from the Council provide in respect of any person engaged or employed by the Supplier or any Subcontractor in the provision of any service which is part of the service (the “**Assigned Employees**”) full and accurate details regarding the number, age, sex, length of service, job title, grade and terms and conditions of employment of and other matters affecting each of those Assigned Employees who it is expected, if they remain in the employment of the Supplier or of any Subcontractor as the case may be until immediately before the termination date, would be Returning Employees (the “**Retendering Information**”),
- (b) provide the Retendering Information promptly and at no cost to the Council,
- (c) notify the Council forthwith in writing of any material changes to the Retendering Information promptly as and when such changes arise,
- (d) be precluded from making any material increase or decrease in the numbers of Assigned Employees other than in the ordinary course of business and with the Council’s prior written consent (not to be unreasonably withheld or delayed),
- (e) be precluded from making any increase in the remuneration or other change in the terms and conditions of the Assigned Employees other than in the ordinary course of business and with the Council’s prior written consent, which should not be unreasonably withheld and
- (f) be precluded from transferring any of the Assigned Employees to another part of its business or moving other employees from elsewhere in its or their business who have not previously been employed or engaged in providing any part of the service to provide any such works and services save with the Council’s prior written consent (not to be unreasonably withheld or delayed).

2.7.2 Without prejudice to paragraphs 2.7.1 and 2.7.3 of Part 1 of this Schedule, the Supplier will provide and will procure that any Subcontractor will provide the Employee Liability Information to the Council at such time or times as are required by TUPE, and will warrant at the time of providing such Employee Liability Information, that such information will be updated to take account of any changes to such information as is required by TUPE.

2.7.3 The Supplier will and will keep indemnified in full the Council and any New Employer against all Direct Losses arising from any claim by any Party as a result of the Supplier or Subcontractor failing to provide or promptly to provide the Council and/or any New Employer where requested by the Council with any Retendering Information and/or Employee Liability Information or to provide full Retendering Information and/or Employee Liability Information or as a result of any material inaccuracy in or omission from the Retendering Information and/or Employee Liability Information provided that this indemnity will not apply in respect of the Retendering Information to the extent that such information was originally provided to the Supplier by the Council and was materially inaccurate or incomplete when originally provided.

2.8 Termination of Agreement

2.8.1 On the expiry or earlier termination of this Agreement, the Council and the Supplier agree that it is their intention that TUPE will apply in respect of the provision thereafter of any works and services equivalent to one or more of the works and services which are part of the service but the position will be determined in accordance with the law at the date of expiry or termination as the case may be and this paragraph is without prejudice to such determination.

2.8.2 For the purposes of paragraph 2.8.1 and this paragraph 2.8.2, “**Returning Employees**” will mean those employees wholly or mainly engaged in the provision of the service as the case may be as immediately before the expiry or termination of this Agreement whose employment transfers to the Council or a New Employer pursuant to TUPE. Upon expiry or

termination of the Agreement for whatever reason (such date being termed the “**Return Date**”), the provisions of this paragraph will apply:

- (a) The Supplier will or will procure that all wages, salaries and other benefits of the Returning Employees and other employees or former employees of the Supplier or the Subcontractor (who had been engaged in the provision of the service) and all PAYE tax deductions, pension contributions and national insurance contributions relating thereto in respect of the employment of the Returning Employees and such other employees or former employees of the Supplier or Subcontractors up to the Return Date are satisfied,
- (b) Without prejudice to paragraph 2.8.2(a) of Part 1 of this Schedule, the Supplier will:
 - (i) remain (and procure that Subcontractors will remain) (as relevant) responsible for all the Supplier's or Subcontractor's employees (other than the Returning Employees) on or after the time of expiry or termination of the Agreement and will indemnify the Council and any New Employer against all Direct Losses incurred by the Council or any New Employer resulting from any claim whatsoever whether arising before on or after the Return Date by or on behalf of any of the Supplier's or Subcontractor's employees who do not constitute the Returning Employees,
 - (ii) in respect of those employees who constitute Returning Employees the Supplier will indemnify the Council and any New Employer against all Direct Losses incurred by the Council or any New Employer resulting from any claim whatsoever by or on behalf of any of the Returning Employees in respect of the period on or before the Return Date (whether any such claim, attributable to the period up to and on the Return Date, arises before, on or after the Return Date) including but not limited to any failure by the Supplier or any Subcontractor to comply with its or their obligations under Regulation 13 of TUPE and/or Article 6 of the Directive as if such legislation applied, even if it does not in fact apply save to the extent that any such failure to comply arises as a result of an act or omission of the Council or any New Employer.
- (c) The Council will be entitled to assign the benefit of this indemnity to any New Employer.

2.9 Subcontractors

- 2.9.1 In the event that the Supplier enters into any subcontract in connection with this Agreement, it will impose obligations on such Subcontractor in the same terms as those imposed on it pursuant to this schedule and Schedule 9 (Pensions) and will procure that the Subcontractor complies with such terms. The Supplier will indemnify and keep the Council indemnified in full against all Direct Losses, incurred by the Council or any New Employer as a result of or in connection with any failure on the part of the Supplier to comply with this paragraph and/or the Subcontractor's failure to comply with such terms.

2.10 Data Protection

- 2.10.1 Where the Council holds information in respect of any of the Supplier's employees, the Council will comply with (and ensure that all its employees comply with) any notification requirements under the Data Protection Legislation and will observe its obligations under the Data Protection Legislation which arise in connection with the Agreement.

Part 2 – PENSIONS

1.1 Supplier Scheme

1.1.1 The Supplier will or will procure that any relevant Subcontractor will not later than the Relevant Transfer Date or the Cessation Date (as the case may be) nominate to the Council in writing the occupational pension scheme or schemes which it proposes will be “**the Supplier Scheme**”. Such pension scheme or schemes must be:

- (a) established within 3 months after to the Relevant Transfer Date,
- (b) registered within the meaning of the Finance Act 2004, and

1.1.2 The Supplier agrees that it will and will procure that any relevant Subcontractor will procure that:

the Eligible Employees will by three (3) months after the Relevant Transfer Date or as soon as reasonably practicable be offered membership of the Supplier Scheme with effect from and including the Relevant Transfer Date),

1.1.3 If the Supplier Scheme is terminated, a replacement pension scheme will be provided with immediate effect for those Eligible Employees who are still employed by the Supplier or relevant Subcontractor

1.2 Undertaking from the Supplier

1.2.1 The Supplier undertakes to the Council (for the benefit of the Council itself and for the Council as agent and trustee for the benefit of the Eligible Employees) that:

- (a) all information which the Council or the Administering Authority or their respective professional advisers may reasonably request from the Supplier or any relevant Subcontractor for the administration of the LGPS or concerning any other matters raised in paragraphs 2.7 or 3.8 of Part 1 of this Schedule or Part 2 of this Schedule (Bulk Transfer Terms) will be supplied to them as expeditiously as possible,
- (b) it will not and will procure that any relevant Subcontractor will not, without the consent in writing of the Council (which will not be unreasonably withheld but will be subject to the payment by the Supplier or the relevant Subcontractor of such reasonable costs as the Council or the Administering Authority may require) consent to instigate, encourage or assist any event which could impose on the Council a cost in respect of any Eligible Employee greater than the cost which would have been payable in respect of that Eligible Employee had that consent, instigation, encouragement or assistance not been given,
- (c) until the Relevant Transfer Date, it will not and will procure that any relevant Subcontractor will not issue any announcements (whether in writing or not) to the Eligible Employees concerning the matters stated in paragraphs 2.1 to 2.6 of Part 1 of this Schedule inclusive without the consent in writing of the Council and the Administering Authority (not to be unreasonably withheld or delayed),
- (d) it will not and will procure that any relevant Subcontractor will not take or omit to take any action which would materially affect the benefits under the LGPS or under the Supplier Scheme of any Eligible Employees who are or will be employed wholly or partially in connection with the provision of the service without the prior written agreement of the Council (not to be unreasonably withheld or delayed) provided that the Supplier and/or such Subcontractor will be so entitled without the requirement of consent to give effect to any pre-existing contractual obligations to any Eligible Employees.

1.3 Pension issues on expiry or termination of the Agreement

The Supplier (and procures that each relevant Subcontractor):

- 1.3.1 maintains such documents and information as will be reasonably required to manage the pension rights of and aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of any service which is part of the provision of the service on the expiry or termination of this Agreement (including without limitation identification of the Eligible Employees),
- 1.3.2 promptly provides to the Council such documents and information mentioned in paragraph 2.12.1 above which the Council or the Administering Authority may reasonably request in advance of the expiry or termination of this Agreement and
- 1.3.3 fully co-operates (and use best endeavours to procure that the trustees of the Supplier's Scheme will fully co-operate) with the reasonable requests of the Council or the Administering Authority relating to any administrative tasks necessary to deal with the pension rights of and aspects of any onward transfer of any person engaged or employed by the Supplier or any Subcontractor in the provision of any service which is part of this Agreement.

SCHEDULE 4– CHARGES AND PAYMENTS

Price	
Please submit your fee to deliver the service as per the specification.	
Total price	£43,000
Priority Supplier Programme (PSP) Rebate Offer %	2%
Net price (Total price – PSP Rebate Offer)	£42,140

Notes:

Payment is normally made by the Council within 30 days of receipt of a valid undisputed VAT invoice from the Supplier and any subcontract between the Supplier and its subcontractors must include a similar provisions

The Supplier must ensure that it has received a valid Order form or Purchase Order Number prior to commencing any manufacture or supply of the Goods or delivery of Services. The Council shall have no obligation to make any payment unless the Purchase Order Number is stated on the Supplier's invoice.

SCHEDULE 5 – SPECIFICATION

2. Specification

	Introduction
	<p>Herefordshire Council is a unitary authority located in the West Midlands region of England and bordered by Shropshire, Worcestershire, Gloucestershire, Monmouthshire and Powys. Herefordshire is a predominantly rural county covering 840 square miles with a low population density. Bidders should be aware of the challenges that a rural county presents in respect of providing good quality, reliable services.</p> <p>As a unitary authority Herefordshire Council is responsible for providing a wide range of services to the local community including: economic development, education, environmental health and animal welfare, highways, housing, leisure and culture, local tax collection, passenger transport, planning, public health, social care (adults and children), strategic planning, trading standards, transport planning, waste collection and disposal. As part of its duties, Herefordshire Council oversees Herefordshire Museums & Galleries.</p> <p>Herefordshire Council is seeking to appoint an experienced Interpretation Specialist & Content Developer to support the redevelopment of Hereford Museum and Art Gallery, funded by the Stronger Towns Fund, National Lottery Heritage Fund, Arts Council England, and the council.</p> <p>The redevelopment of Hereford Museum and Art Gallery is a flagship project for Stronger Hereford and the Town's Investment Plan. This transformative project will extend and reimagine the Grade II-listed building on Broad Street, Hereford creating a state-of-the-art museum at the heart of the county. This ambitious project will deliver:</p> <ul style="list-style-type: none"> • New galleries and a temporary exhibition space • The restoration of the historic Woolhope Club Room • New commercial spaces, including a retail area, roof-top café, and event venues • A spectacular viewing beacon and roof terrace, offering panoramic views over Hereford and the surrounding landscape <p>As the first museum EnerPHit (Passivhaus) project in the UK, and one of the most ambitious heritage retrofit EnerPHit schemes of its kind, the museum will champion sustainable architecture and innovative environmental design. It will inspire visitors to engage with contemporary issues while exploring Herefordshire's rich cultural and natural heritage.</p> <p>To realise this vision, we seek an Interpretation Specialist & Content Developer who will play a key role in shaping the visitor experience. The appointed specialist must:</p>

	<ul style="list-style-type: none"> • Write and implement high-quality interpretation across the museum's galleries, based on the existing interpretative framework provided by Herefordshire Museum Service. • Create layered storytelling, integrating text, digital, interactive, and object-based interpretation. • Ensure accessibility and inclusivity, engaging a diverse audience base. • Work collaboratively within a multi-disciplinary design team, ensuring interpretation aligns seamlessly with the exhibition and architectural vision. <p>We are looking for a specialist who will bring innovative ideas, challenge conventions, and create a vibrant, contemporary visitor experience that will engage audiences now and into the future.</p>
	Procurement Procedure
	The procurement is being carried out using an Open Tender process under PCR 2023.
	Scope
	<p>Scope of works</p> <p>The appointed Interpretation Specialist & Content Developer will work closely with Herefordshire Museum Service, Mather & Co., and the multi-disciplinary design team to develop and deliver a cohesive interpretation strategy for the new museum. This will include the development of a comprehensive house style guide, the creation of high-quality, audience-focused content, and training for staff and volunteers.</p> <p><u>Key Responsibilities:</u></p> <p><i>Interpretation Strategy, Style Guide & Content Development</i></p> <ul style="list-style-type: none"> • Develop a layered interpretation approach that integrates text, digital, interactive, and object-based storytelling. • Ensure interpretation is engaging, accessible, and inclusive, catering to a diverse range of audiences, including families, schools, local communities, and tourists. • Create and document a House Style Guide, establishing clear principles for: <ul style="list-style-type: none"> ○ Tone of voice and storytelling approach across exhibitions and digital platforms. ○ Text structure, clarity, and readability, ensuring content is engaging for different visitor groups.

- Use of inclusive and accessible language, aligning with best practices in audience engagement.
- Align all interpretation with the museum’s overarching vision, interpretative themes, and exhibition design approach.

Exhibition Text Writing & Editing

- Write all interpretation content for the new galleries, including panel text, labels, interactive elements, and digital content.
- Ensure all text aligns with the House Style Guide, maintaining consistency in tone, accessibility, and audience engagement.
- Work iteratively with the project team to revise and refine texts based on feedback

Interpretation Implementation

- Ensure the House Style Guide and Interpretation Guidelines are fully integrated into museum workflows and content development processes.
- Establish a clear review and approval process for exhibition text, ensuring consistency across all interpretation outputs.
- Work with the museum team to ensure that the guidelines are practical, user-friendly, and accessible for long-term use.

Training

- Deliver training sessions to staff and volunteers on how to apply the Style Guide and Interpretation Guidelines effectively.
- Ensure staff understand how to structure, edit, and refine exhibition texts in alignment with the interpretation framework.

Exclusions

The following areas are not included within the scope of this contract:

- Exhibition fit-out – The physical installation of exhibition elements will be delivered by separate exhibition contractors at RIBA Stage 5.
- Graphic artwork – The design and production of exhibition graphics will be undertaken as part of the exhibition fit-out contract.
- Non-physical interpretation – Such as trails, community-led interpretation, and other engagement activities, which will be developed separately through the museum’s engagement programme.

	<ul style="list-style-type: none"> • Branding – A separate branding exercise has already been completed. The museum brand guidelines will be provided to the successful tenderer to ensure consistency with the wider identity. <p>Length of Contract</p> <p>The contract is expected to run from May 2025 to 31 March 2027, subject to the practical completion date of the capital build works.</p> <p>This timeline ensures that the interpretation specialist is fully engaged in the content development, implementation, and training processes ahead of the museum's reopening.</p>
	<p>Background</p>
	<p>History of Hereford Library, Museum and Art Gallery</p> <p>Hereford Library and Museum opened in 1874, a philanthropic gift from Sir James Rankin, MP and president of the Woolhope Naturalists' Field Club, to support public education and access to culture.</p> <p>The Grade II-listed building on Broad Street originally included a reading room, classrooms, and a museum space. A major extension in 1911 added a lending library, art gallery, and reference area, allowing self-service book selection. Further modifications in 1963 and 1974–75 improved storage and accessibility.</p> <p>The building was listed in 1974 for its architectural significance, preserving key features such as the Broad Street facade, Woolhope Room, ornate fireplaces, ceiling roses, and staircase.</p> <p>By 2015, structural issues and asbestos removal forced the building's closure. Even after reopening, visitor numbers were restricted due to a limit of ten people on the upper floors, severely impacting the museum's ability to operate.</p> <p>Background to the Redevelopment</p> <p>Redevelopment discussions took place for years, but momentum only built when Hereford was selected for the Stronger Towns Fund in 2020, enabling the council to secure funding to:</p> <ul style="list-style-type: none"> • Relocate the public library to a new city-centre site. • Transform the Broad Street building into a state-of-the-art museum and gallery. <p>Key milestones:</p> <ul style="list-style-type: none"> • 2021 – Feasibility study undertaken by Architype & Smith Thomas Consult. • 2022 – £5 million Stronger Towns Fund grant secured; initial National Lottery Heritage Fund development grant awarded; £8 million match funding from Herefordshire Council confirmed. • 2023 – Museum closed for redevelopment; £5 million secured from the National Lottery Heritage Fund.

- 2024 – Mather & Co. appointed as gallery designers; planning permission and listed building consent granted; £750,000 awarded from Arts Council England.
- 2025 – VINCI appointed as principal contractor; £200,000 secured from the Clore Duffield Foundation.

The transformed museum will include:

- Expanded permanent galleries showcasing Herefordshire's history, art, and archaeology.
- A temporary exhibition spaces to host national and touring shows.
- A restored Woolhope Room for public access.
- New commercial areas, including a retail space, rooftop café, and events venue.
- A viewing beacon and roof terraces offering panoramic city views.

This redevelopment will establish Hereford Museum and Art Gallery as a modern, engaging, and sustainable cultural destination, ensuring it serves local communities and visitors for generations to come.

Mission and Vision

Mission

To create a beacon where Herefordshire's stories are celebrated, creativity flourishes, curiosity inspires, and pride grows—establishing a cultural landmark that puts Herefordshire on the map.

Vision

A place where stories come alive, creativity flourishes, and every visitor leaves feeling inspired, connected, and part of Herefordshire's thriving future.

Objectives

The objective of this contract is to ensure the successful development and delivery of an engaging, inclusive, and high-quality interpretation strategy for Hereford Museum and Art Gallery's transformation. The appointed Interpretation Specialist & Content Developer will contribute to this by:

Implementing a cohesive interpretation strategy

- Implementing a cohesive interpretation strategy based on the existing museum strands, metanarratives, and gallery plans.
- Establishing a consistent interpretative approach across all galleries, ensuring it aligns with the museum's mission, vision, and audience needs.
- Creating a layered storytelling structure that integrates text, digital, interactive, and object-based interpretation.

Producing high-quality, audience-focused interpretative content

- Writing all exhibition text in accordance with the House Style Guide and accessibility standards.

- Ensuring all content is clear, engaging, and inclusive, catering to a diverse range of audiences.
- Collaborating with designers and content specialists to align text with visual and digital elements.

Developing and embedding the House Style Guide & Interpretation Guidelines

- Creating a comprehensive House Style Guide that establishes:
 - Tone of voice and storytelling approach across exhibitions and digital platforms.
 - Text structure, clarity, and readability, ensuring content is engaging for different visitor groups.
 - Use of inclusive and accessible language, aligning with best practices in audience engagement.
- Developing Interpretation Guidelines that outline:
 - Core interpretative principles to ensure a consistent approach across all content.
 - Best practices for layering interpretation, balancing text, visuals, and interactive elements.
 - Guidance for future content development, ensuring the sustainability of the museum's interpretation strategy.

Ensuring accessibility & inclusivity

- Implementing best practices in accessible language and design, ensuring content is easy to understand for diverse audiences.
- Supporting the integration of multi-sensory interpretation, where appropriate.

Providing training

- Delivering training sessions on how to apply the House Style Guide and Interpretation Guidelines effectively.
- Ensuring staff can independently create, review, and refine interpretation beyond the project's completion.

Working in collaboration with the multi-disciplinary team

- Coordinating closely with Herefordshire Museum Service, Mather & Co., designers, and other specialists to ensure interpretation integrates seamlessly into the museum's overall design and visitor experience.

Description of service to be provided – The requirements

The appointed Interpretation Specialist & Content Developer will be provided with detailed background materials, including gallery plans, metanarratives, museum strands, and an outline of the interpretative approach developed by Herefordshire Museum Service. The consultant's role is to translate this existing framework into final interpretation content, ensuring clarity, consistency, and alignment with the overall visitor experience.

Interpretation strategy & content development

- Write all exhibition interpretation content, including:

- Introductory panels, object labels, interactive elements, and digital interpretation.
- Supporting interpretation materials, where required, ensuring a layered approach to storytelling.
- Ensure all content aligns with the museum's existing interpretative framework and meets audience engagement goals.
- Maintain consistency in tone, readability, and accessibility, following the House Style Guide.
- Work closely with Mather & Co. and the exhibition design team to integrate interpretation seamlessly into the gallery spaces.
- Refine and edit content based on feedback from Herefordshire Museum Service.

House Style Guide & Interpretation Guidelines

- Develop a House Style Guide that establishes:
 - A consistent tone of voice and storytelling approach across exhibitions and digital platforms.
 - Text structure, clarity, and readability standards for different audience groups.
 - Guidance on accessible and inclusive language, ensuring interpretation meets best practices in engagement.
- Develop Interpretation Guidelines that:
 - Define core interpretative principles to ensure a consistent approach across all content.
 - Establish best practices for layering interpretation, balancing text, visuals, and interactives.
 - Provide guidance for future content development, supporting long-term sustainability.

Implementation & integration

- Ensure the House Style Guide and Interpretation Guidelines are fully embedded into redevelopment workflows.
- Establish a clear review and approval process for interpretation content, ensuring consistency across all outputs.
- Work closely with the exhibition designers and content specialists to implement the agreed interpretative approach.
- Provide practical tools and templates for staff to use in future interpretation development.

Training

- Deliver training sessions to museum staff and volunteers on how to apply the House Style Guide and Interpretation Guidelines effectively.

	<p>Collaborative working & project coordination</p> <ul style="list-style-type: none"> • Work in close collaboration with Herefordshire Museum Service, Mather & Co., and other key stakeholders to ensure interpretation aligns with the overall vision and design. • Attend regular project meetings, providing updates and contributing to key decision-making on interpretation. • Maintain open communication with all partners, ensuring alignment between interpretation, exhibition design, and visitor engagement goals. <p>Deliverables & Outputs</p> <p>The following key deliverables will be required:</p> <ul style="list-style-type: none"> • Fully written exhibition text for all galleries, including panels, labels, interactive content, and digital interpretation. • A House Style Guide providing clear writing, tone, and accessibility standards. • Interpretation Guidelines ensuring consistent storytelling across all galleries. • A structured training programme, ensuring museum staff can independently create and review interpretation content in the future.
	<p>Constraints</p>
	<p>Dependency on capital build programme</p> <p>The contract is dependent on the capital build works and wider project programme. The consultant must coordinate interpretation development to align with the exhibition design, fabrication, and installation schedules.</p> <p>Scope adjustments based on project progress</p> <p>The service specifications outlined in this document are subject to change, depending on the project's progress, stakeholder input, and any unforeseen constraints that arise during the museum's redevelopment.</p> <p>Completion Deadline</p> <p>All work must be fully completed by 31 March 2027, in line with the capital project's completion schedule.</p> <p>Adherence to existing interpretative framework</p> <p>The consultant must work within the established interpretative framework provided by Herefordshire Museum Service, including existing gallery plans, museum strands, and metanarratives. Any significant refinements must be agreed upon with the museum team.</p> <p>Compliance with accessibility & design standards</p> <p>All written content must follow accessibility guidelines, ensuring clarity and inclusivity for a wide range of visitors. The consultant must also ensure interpretation content aligns with the exhibition's graphic and digital design.</p>
	<p>Performance measures and project success</p>

Performance Measures

Quality and consistency of interpretative content

- Deliverable: All interpretation (text panels, labels, digital content) is developed based on the museum's existing interpretative framework and aligns with the House Style Guide.
- Measure: Content is engaging, accessible, and audience focused.
- Evaluation: Internal review by the project team, readability testing, and accessibility compliance.

Development of the House Style Guide & Interpretation Guidelines

- Deliverable: A clear, practical House Style Guide and Interpretation Guidelines that ensure consistency across all texts.
- Measure: The guide is clear, practical, and widely adopted by the museum team.
- Evaluation: Staff feedback and demonstrated consistency in text development.

Training

- Deliverable: Staff and volunteer training sessions on applying the House Style Guide and Interpretation Guidelines.
- Measure: Staff demonstrate improved ability to write, review, and refine interpretation.
- Evaluation: Training participation, staff feedback, and application of skills in museum projects.

Collaboration with the Project Team

- Deliverable: Effective coordination with Herefordshire Museum Service, Mather & Co., and the exhibition design team.
- Measure: Interpretation aligns seamlessly with exhibition design and meets project deadlines.
- Evaluation: Project meeting records, partner feedback, and timely delivery of text.

Budget and timeline compliance

- Deliverable: Completion of all contract requirements within the allocated budget of £45,000 and by 31 March 2027.
- Measure: Deliverables are met within agreed costs and timeframes.
- Evaluation: Budget tracking and milestone reporting.

Project Success Criteria

	<p><u>Engaging and accessible interpretive content</u></p> <ul style="list-style-type: none"> • Final texts successfully engage a diverse audience and align with museum storytelling goals • Content meets accessibility and inclusivity standards, ensuring readability and engagement for all visitors. <p><u>Effective use of the House Style Guide & Interpretation Guidelines</u></p> <ul style="list-style-type: none"> • The House Style Guide and Interpretation Guidelines are adopted as standard resources for future interpretation. <p>Museum staff can consistently apply the guidelines, maintaining a unified tone and approach across all museum content.</p> <p><u>Confidence in interpretation writing</u></p> <ul style="list-style-type: none"> • Staff can independently create, review, and refine interpretation beyond the project. <p><u>Integration with exhibition design</u></p> <ul style="list-style-type: none"> • Interpretation aligns effectively with exhibition graphics, interactives, and visitor engagement goals. • All content is delivered on time and ready for installation according to the project schedule. <p><u>Delivery Within Budget and Timeline</u></p> <ul style="list-style-type: none"> • All contract deliverables are completed within the £45,000 budget. • The interpretation process stays on track with project milestones and is finalised ahead of exhibition fit-out.
	<p>Social value</p>
	<p>Read the social value internal guide to help you understand how social value should be included in your tender.</p> <p>If you already know which areas of social value importance or social value key value indicators you want to include in your contract, list them here. Otherwise, follow the relevant ITT template to help you establish your social value tender questions and if applicable, Social Value Framework. The responses to these will later be used to form social value contractual performance indicators with the successful supplier.</p> <p>If unsure, please contact the Commercial Services team.</p>
	<p>Contract Management requirements</p>
	<p>Project Oversight & Governance</p>

	<p>The redevelopment project is managed by the Hereford Museum and Art Gallery Redevelopment Project Team, following the council's project management methodology.</p> <p>The Project Board consists of representatives from:</p> <ul style="list-style-type: none"> • Herefordshire Council's Community Wellbeing Directorate • Museums Service • Finance, Legal, Procurement, Communications, and Property teams • Consultant Project Managers and Design Team <p>The Senior Responsible Officer for this contract is the Museum and Art Gallery Lead (Museum Director), responsible for:</p> <ul style="list-style-type: none"> • Ensuring the interpretation outputs align with the project's vision and audience engagement goals. • Providing access to museum service resources required for content development. • Maintaining project focus on meeting the needs of the museum's audiences. <p>Project Coordination & Meetings</p> <p>The consultant will work within a structured project management process, ensuring that:</p> <ul style="list-style-type: none"> • Regular project meetings occur between the consultant, museum service, and exhibition designers to track progress and resolve issues as they arise. • The frequency and format of these meetings will be agreed upon at the start of the contract. • Meetings will be chaired by the council's Senior Project Manager, with funder representatives attending monthly meetings for oversight. • Any new risks or issues will be escalated to the Project Board for resolution. <p>Consultant's Reporting & Contact Points</p> <ul style="list-style-type: none"> • The Interpretation Specialist & Content Developer's primary points of contact will be: <ul style="list-style-type: none"> ○ Museum Director – for interpretation content, alignment with museum goals, and approvals. ○ Senior Project Manager – for project coordination, risk management, and overall contract oversight. • A reporting timetable will be agreed upon during the contract mobilisation phase, detailing milestone submissions, approvals, and feedback cycles.
	<p>Mobilisation/ transition requirements</p>
	<ul style="list-style-type: none"> • Ensuring alignment with the wider redevelopment project to make interpretation work integrates with exhibition design timelines. • Agreeing a detailed work plan, so deliverables, feedback cycles, and milestones are clear.

	<ul style="list-style-type: none"> • Providing necessary background materials to make sure the consultant fully understands the existing framework. • Setting up reporting and meeting schedules so expectations are agreed from day one.
	Business continuity planning
	<p>Business Continuity Planning means the plan setting out the Supplier's proposed methodology to ensure continuance of the Contract in the event of an emergency.</p> <p>The Supplier shall use its reasonable endeavours:</p> <ul style="list-style-type: none"> • to prepare a robust Business Continuity Plan that ensures the continuation of this Contract; and • upon request, to disclose to the Council the contents of its Business Continuity Plan (including any revisions made to it from time to time); and • to allow the Council at its discretion from time to time to monitor the Supplier's business continuity arrangements; and • to notify the Council within 24 hours if an incident occurs which activates the Supplier's Business Continuity Plan (such notification to be given prior to the issue of any notification to the press or other media); and • to provide the Council with details of how the Supplier managed any incident which resulted in the activation of the Supplier's Business Continuity Plan and any consequential amendments made to the Supplier's processes and/or procedures thereafter.
	Contract exit and transition plans
	<p>At the conclusion of the contract, the Interpretation Specialist & Content Developer must ensure a structured handover of key materials and knowledge transfer to the museum team. The following deliverables must be provided in a format that enables continued use by Herefordshire Museum Service:</p> <p>Required deliverables at contract exit</p> <ul style="list-style-type: none"> • House Style Guide & Interpretation Guidelines <ul style="list-style-type: none"> ○ A comprehensive document outlining the museum's tone of voice, storytelling approach, and interpretation approach. ○ Clear guidelines on text structure, audience engagement, and accessibility standards to ensure consistency in future museum content. • Final exhibition interpretive content <ul style="list-style-type: none"> ○ Fully edited and finalised interpretation texts for all new gallery spaces, including: <ul style="list-style-type: none"> ▪ Introductory panels and section overviews. ▪ Object labels and captions.

- Interactive and digital content scripts.
- Texts should be provided in an agreed editable format for future updates.

Final Handover Process & Knowledge Transfer

- The consultant will meet with the Museum Director and project team to:
 - Review all final deliverables and ensure they meet project requirements.
 - Provide a walkthrough of the House Style Guide and Interpretation Guidelines, ensuring staff understand how to apply them.
 - Ensure all documents are formatted, stored, and accessible for long-term internal use.
- A formal sign-off meeting will be held with Herefordshire Museums & Galleries to confirm all deliverables are complete and ready for future use.

SCHEDULE 6 – SUPPLIER'S TENDER RESPONSE

Question	Response
Potential supplier information: For information	
Full name of the potential supplier submitting the information	Tom Sears Paul Tourle
Contact name, contact position (job title) and contact's email address for enquiries about this submission	Tom Sears writer and interpretation planner tomrsears@gmail.com
Registered office address (if applicable)	N/A
Registered website address (if applicable)	tom-sears.com paultourle.com
Trading status a) public limited company b) limited company c) limited liability partnership d) other partnership e) sole trader f) third sector (please specify whether charity/social enterprise/community organisation etc.) g) other (please specify your trading status)	E) sole trader
Company registration number (if applicable)	N/A
Charity registration number (if applicable)	N/A
Registered VAT number	N/A
Trading name(s) that will be used if successful in this procurement	Tom Sears/ Paul Tourle
Are you a Small, Medium or Micro Enterprise (SME)? See definition of SME https://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition_en	No
Details of immediate parent company: - Full name of the immediate parent company - Registered office address (if applicable) - Registration number (if applicable) (Please enter N/A if not applicable)	N/A

Insurance: Pass/Fail	
Please provide details of your current insurance cover. We reserve the right to seek evidence or ask that sufficient levels of insurance be in place before award of contract. All price tenders should be based on full insurance levels being in place (or willing to obtain prior to contract commencement should you be successful).	
	Insurance cover value
Employer's liability: (£5m), to be maintained for the duration of the contract.	£5m to be obtained prior to contract.
Public liability: (£5m) Each and Every loss or claim, to be maintained for the duration of the contract.	£5m to be obtained prior to contract.
Professional indemnity: (£2m) to be maintained for a period of six years after the expiry of the contract and if cover is in the aggregate please confirm that there are no incidents or claims from other contracts that may erode that aggregate.	£2m to be obtained prior to contract.
Business continuity planning: Pass/Fail	
<p>The bidder is required to have business continuity arrangements in place to ensure that services are provided irrespective of challenges encountered.</p> <p>We reserve the right to ask the successful bidder to provide evidence of their business continuity and emergency plan prior to contract commencement.</p> <p>Please confirm (by checking 'yes') that your organisation has a business continuity and emergency plan in place, which is tested and reviewed at least annually.</p>	No
<p><i>If you responded "No" to the above please describe your current processes, policies and procedures around business continuity and emergency planning here:</i></p> <p>We are two sole traders, operating in partnership in this case. We consider that by working together, we make a more robust team able to compensate and provide support for each other should any unexpected event or emergency impact our individual work.</p> <p>We would be happy to develop a specific joint plan for your approval for the purposes of this contract.</p>	
Professional and business standing information: Pass/Fail	

Does any of the following apply to your organisation, or to (any of) the director(s) / partners / proprietor (s)?	
Is in a state of bankruptcy, insolvency, compulsory winding up, receivership or subject to relevant proceedings:	No
Has been convicted of a criminal offence related to business or professional conduct	No
Has committed an act of gross misconduct in the course of business	No
Has not fulfilled obligations related to payment of social security contributions	No
Has not fulfilled obligations related to payment of taxes	No
Is guilty of serious misrepresentation in supplying information	No
Is not in possession of relevant licences or membership of an appropriate body where required by law	No
<i>If the answer to any of these is 'yes' please give brief details below, including what has been done to put things right: (500 words)</i>	
Policy compliance: Pass/Fail	

<p>Equality</p> <p>Does your company have a written equality statement or policy that demonstrates compliance with the Equalities Act 2010?</p> <p><i>If you are unable to answer 'yes' to this question, you must be able to demonstrate how your organisation complies with the Equality Act 2010.</i></p> <p><i>If you are unable to answer 'yes', please include your response here:</i></p> <p>We are two sole traders working in partnership for the purposes of this contract. As sole traders, we do not have formal written statements; however, we commit to work in compliance with Equalities Act 2010.</p> <p>More generally, we commit to upholding national and international standards and principles in our work, per the following: The International Bill of Human Rights The UN Guiding Principles on Business and Human Rights The International Labour Organization's Declaration on Fundamental Principles and Rights at Work</p> <p>We are further guided by those in our sector. We support and seek to uphold the principles of the Museums Association's Code of Ethics and the International Council of Museums Code of Ethics.</p>	No
<p>Modern slavery</p> <p>Does your company have a written modern slavery statement or policy that demonstrates compliance with the Modern Slavery Act 2015?</p> <p><i>If you are unable to answer 'yes' to this question and your turnover is above £36m and a policy is therefore required, you must be able to demonstrate how your organisation complies with the Modern Slavery Act 2015. If you are unable to answer 'yes' and your turnover is above £36m, please include your response here:</i></p> <p>Herefordshire Council expects all suppliers and providers who enter into contracts with the council to align their business activities with the council's Modern Slavery Statement whether you are a relevant organisation as defined by Section 54 of the Modern slavery Act 2015 or not.</p> <p>The council's Modern Slavery Statement can be found via this link: Modern slavery statement – Herefordshire Council</p> <p>Please confirm (by checking 'yes') that your business activities align with the council's Modern Slavery Statement.</p> <p><i>If you are unable to answer 'yes' please include your response here:</i></p>	<p>Not required</p> <p>Yes</p>

Health and safety Does your organisation have a health and safety policy that complies with current legislative requirements?	Yes
Council policy compliance requirements In the delivery of this service, your company have been made aware of the following council policies which you are required to comply with: <ul style="list-style-type: none"> the handling of information - https://www.herefordshire.gov.uk/directory-record/4801/information-security-policy Whistleblowing Policy- https://www.herefordshire.gov.uk/directory_record/5531/whistleblowing_policy (Please ctrl+click to follow the link or copy and paste the address available when hovering over the link into your web browser).	Yes
GDPR - Relevant accreditations and registrations – Pass/Fail	
Data Protection Act Information Commissioner's Office (ICO) registration is not required for this service. Please indicate whether ICO registration is held for the services for which you are tendering?	No
If you have answered 'Yes', please provide the following information: <ul style="list-style-type: none"> ICO registration number Date of registration Date of registration expiry 	
Security Accreditations and/or certifications (e.g. ISO27001, Cyber Essentials Plus, Cyber Essentials) are not required for this service. Please indicate whether accreditation and/or certification is held for the services for which you are tendering?	No
If you have answered 'Yes', please provide the following information: <ul style="list-style-type: none"> Security accreditation/certification type and registration number Date of accreditation/certification Date of accreditation/certification expiry 	

Where required for this service and if you responded “No” to the above please explain here how you will achieve this registration/accreditation before the contract is awarded:

Not required

If you have answered “No” and cannot provide a satisfactory response, your response to this question will be scored as a fail.

When handling personal information relating to a contract with the council you will need to provide assurances that the data will be processed in line with current Data Protection legislation.

The preferred bidder will be required to complete a Supplier Security Assessment form prior to contract award.

If you cannot provide a satisfactory response to any questions contained within the Supplier Security Assessment form, the Council reserves the right not to proceed with the award decision.

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Armed Forces Covenant – Keeping our pledges: For information

Herefordshire Council has signed the Armed Forces Covenant pledging that operationally we will endeavour to uphold the key principles of the Armed Forces Covenant primarily supporting integration into civilian life and ensuring that veterans, serving members and their families are not disadvantaged by their commitment to serving in the armed forces. We recognise the value serving personnel, reservists and military families bring to the authority and actively encourage our suppliers, and those we contract with, to do the same.

Have you signed the Armed Forces Covenant?
If not, and you would like to know more about it and the benefits it could bring to your organisation please email - HAFC@herefordshire.gov.uk

No

Quality questions: Scored

Please note the specified word count/page limit for each question. Any response submitted over the specified limits will be redacted prior to being sent to the evaluation team and will therefore not be read or scored.

Do not attach documents unless specifically informed that you may. Non-permitted attachments will not be evaluated. Where attachments are permitted please use standard formats easily available such as: Microsoft Office, PDF etc.

You must type your answers in the table below and not respond on/transfer your answers to any other template.

The answer boxes expand if required. The current size of the answer box does not reflect the size of the answer.

All questions will be marked in accordance with the methodology described.

Question	Weighting
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<p>1. Experience</p> <p>Please provide details of three contracts for cultural or heritage organisations (similar to that required by the Council), that you have successfully delivered in a similar organisation within the past 5 years</p> <p>Each contract example shall include the following information:</p> <ul style="list-style-type: none"> • Name of customer organisation; • Point of contact in the organisation; • Position in the organisation; • Email address; • Description of the contract; • Contract start date; • Contract completion date; and • Estimated contract value (£). • Describe how you successfully delivered the service requirements and how you addressed any issues and risks in order to deliver services on time and within budget. <p>The named contact provided for your contract example should be able to provide written evidence to confirm the accuracy of the information provided.</p> <p>If you are a new company and are unable to provide examples delivered by your organisation, you may include two examples which demonstrate the experience of your employees who have delivered similar projects within other organisations.</p> <p>Please note the council may take up references at the preferred bidder stage of the procurement process to verify the information provided.</p> <p>Max. three sides of template in font Arial 11 (DO NOT DELETE THIS LINE)</p>	<p>30%</p>
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1. SHREWSBURY FLAXMILL MALTINGS EXHIBITION SCRIPT WRITING AND EDITING

Client: Mather & Co / Historic England

Date: June 2021 - June 2022

Estimated Total Project Value: £28 million

Summary of services:

- Script strategy and tone of voice development
- Exhibition script writing
- Script writing for related AV and interactives

Tom worked with Mather & Co to develop a script strategy and tone of voice for this major mill restoration project; a celebration of the creativity and manufacturing power of a proud region. He then wrote and edited the full exhibition script for the exhibitions and for various related bits of media including AV exhibits, physical and digital interactives, and a pretour introductory video. The ambitious vision for the project was that interpretation across the site should be as impactful and innovative as the mill itself had been in its day.

During the script approach development Tom spent time digesting the interpretation approach, content plan, brand guidelines and visitor outcomes, and produced a Text Approach document that wove all these aspirations together in a visitor-focused way.

He produced text samples to illustrate each main pillar of the text approach, and circulated those along with the Text strategy to allow all key stakeholders to comment and give feedback. Early discussion and workshopping of text samples helped ensure that all concerns were considered and addressed before production began.

A major challenge in this project was to create direct ways for visitors to engage with voices from the past without allowing the stories of famous individuals and factory owners to dominate. Because the lives of prominent businessmen, architects and engineers were much better documented and recorded, there was a risk their stories would come across as richer and more important than the many flax spinners, child labourers and maltings workers, whose lives left little trace.

Tom created a text strategy to give equal importance to the workers. He used symbolic “people totems” to speak for groups of mill workers. These characters introduced exhibition themes in an engaging and emotive way, drawing visitors in before they explored deeper, research-based content. There were few autobiographical accounts from young mill workers. But over time, small discoveries - like lost shoes, graffitied jokes, and records of pay and punishments - revealed rich details about their lives. Tom worked with curators and subject experts to connect these historical stories and details to modern-day labour practices, making them more relatable for visitors.

A further challenge the project posed was coordinating and responding to feedback from a large number of stakeholders, all important to the project, in a meaningful way. Tom worked with Mather & Co to agree a timetable of batch production and client review, which avoided delays and bottlenecks. He also sought feedback from subject experts and an accessibility reader to ensure interpretation was accessible and inspiring for all audiences.

Relevance: Developing script exploring the history of a significant heritage building, celebrating the creativity of a region and bringing its stories to life for a wide variety of non-expert audiences. Engaging with exhibition designers, local historians, community groups, architects and curators to co-design a script strategy and text approach.

Point of Contact: Kim Kherlopian, Managing Director Mather & Co, kim@matherandco.com

2. HOUSE OF EUROPEAN HISTORY

TEMPORARY EXHIBITION SCRIPT AND EXHIBITION DEVELOPMENT SERVICES

Client: House of European History, European Parliament, Brussels

Date: 2018 - present. Three projects, non-continuous.

Estimated Total Project Value: £1 million

Summary of services:

- Exhibition script writing
- Script strategy development and co-design
- Audience testing
- Content research

Paul has worked with the curatorial team at the House of European History (HEH) over many years to support the development and scripting of three temporary exhibitions: *Restless Youth: Growing Up in Europe 1945 to Now* (2018/19); *Throwaway: The History of a Modern Crisis*; and a new exhibition exploring European decolonisation and its legacies for the modern world. In each case, he was the lead exhibition writer, responsible for drafting and finalising texts for panels, labels and associated online resources.

For *Restless Youth*, Paul was additionally responsible for researching and selecting 50% of the display exhibits. He defined content for two galleries that explored the 1980s and 2000s respectively, crafting stories that encompassed Swiss needle parks, the AIDs crisis, the 2008 global recession, modern migration, the gig economy, the enduring power of Bronski Beat, and much more besides.

Throwaway explored the twin histories of consumerism and environmental crisis. A key challenge was to find a voice for the exhibition that could harmonise very different curatorial approaches and subject matter. In some cases, stories had been developed with young people through museum programming. In others, stories held rich archaeological and historical detail. And further parts of the exhibition reached deep into philosophical writings for their inspiration – drawing on the works of Walter Benjamin in particular.

Paul's current role with HEH has been his most involved yet. As the museum broaches the theme of decolonisation, its team is aware of the potentially divisive nature of the story it wishes to tell, and of sensitivities in terms of its own institutional positionality. The voice it adopts, the way it presents itself, and every turn of phrase it deploys will be subject to scrutiny. Additionally, HEH wishes to create highly polyvocal exhibition text that breaks with standard expectations of museological writing. Above all, text needs to be inclusive and welcoming to all people, including members of many communities who have not traditionally visited museums.

Some of these approaches represent big changes for members of HEH's team. Paul has worked closely with curators, educators and members of the museum's marketing team, using a novel co-writing and co-design approach to find a style and strategy for script that everyone is comfortable with. He has also co-designed and delivered a programme of audience testing, working with HEH's learning team, to gauge target audiences' responses to text, tone of voice and content. The testing process has prioritised young people who are traditionally less engaged with museums, and members of African diaspora communities in Brussels.

Relevance: Developing script exploring eclectic subject matter for a primarily young audience; co-designing a script strategy and style guide

Point of Contact: Kieran Burns, Curator, kieran.burns@europarl.europa.eu

3. NATURAL HISTORY MUSEUM ABU DHABI

Client: Abu Dhabi Department of Culture and Tourism, on behalf of Barker Langham

Date: February 2021 - December 2021

Estimated Total Project Value: £100 million+

Summary of services:

- Research and content development
- Narrative planning
- Interpretation development for two of the four main halls of the museum
- Co-curation of object lists
- Exhibit design development
- Sample script development for intro text, labels, and digital experiences

Tom and Paul both worked on this major new natural history museum, due to open to the public in late 2025, providing interpretation planning and developing narratives for two of four main galleries, and an additional theatrical digital experience.

A particular challenge – and pleasure – in this project was working directly with subject matter experts and a distinguished panel of scientific reviewers to ensure that key messages are conveyed with the right blend of rigour and informality.

The new museum is particularly targeted to younger audiences and aims to communicate with a young voice. At the same time, a core part of its mission is to represent issues like the climate emergency with clarity and precision.

Working directly with scientists to think about how to tell stories meant that we could draw on their expertise as educators and researchers in their respective fields to find the heart of any story quickly. At the same time, we needed to use our own judgement to advocate for audiences, set expectations among the curatorial team in terms of how much information was enough or too much, and, above all, make text fun to read.

Another key challenge in this project was to find different ways of writing for static panel text and digital media, and to adapt text to a wide range of physical environments: for example connecting spaces like corridors, more focused gallery spaces, and communal areas .

Paul's involvement extended into the production phase of the project. In that context, he worked with media producers – including filmmakers and digital producers – to review others' text in progress (editing film narrative for style and consistency with interpretation messages) and to co-write text for games and interactives.

Relevance: Large-scale and complex project with multiple stakeholders. Historical, botanical, geological, zoological and paleontological objects brought to life through modern and innovative interpretation methods.

Point of Contact: Claire Henry, Principal at Barker Langham and project lead for interpretation, claire@barkerlangham.com

<p>Please state whether any attachments have been enclosed and if so, the attachment/s file name/s:</p> <p>Yes:</p> <p>'Tom Sears and Paul Tourle images of work.pdf'</p>	<p>Attachment/s File Name/s:</p> <p>You may include images to illustrate your work, either embedded within your response or as a separate attachment.</p> <p>Separate attachment should be no longer than two sides of A4. Individual images should not exceed 1.5mb resolution.</p> <p>While separate attachments are permitted for images, any other attached documents relating to this response will not be read or scored.</p>	
<p>2. Service Delivery</p> <p>Please describe your approach for delivering Interpretation Specialist & Content Development in compliance with the service specification. Your answer should address the following key points:</p> <ul style="list-style-type: none"> • Overall Approach: Outline how you will ensure consistent and effective service delivery, including your methodology and approach to refining content through feedback. • Collaborative Working: Summarise how you will work as part of a multidisciplinary design team and maintain coordination with other consultants. • Team & Expertise: Provide an overview of your team structure and the relevant experience of key personnel. • Quality & Risk Management: Describe how you will ensure compliance and quality assurance, and outline your approach to managing risks or disruptions. • Communication & Engagement: Explain how you will engage with the client and stakeholders, and manage communication, feedback, and issue resolution. <p>Max. two sides of template in font Arial 11 (DO NOT DELETE THIS LINE)</p>		<p>25%</p>

Overall Approach: Tom and Paul have 30 years' combined experience of complex, multi-partner projects. Four elements of our approach will ensure consistent, effective delivery.

1. A structured approach

We will take a methodical, phased approach both to creating a House Style Guide for HMAG, and subsequently to developing content. Our aim is always to break projects down into manageable chunks and gain consensus at each stage around key decisions.

For the **House Style Guide**, we will start by agreeing and defining target audiences, as well as the impact we want to have on each one. Next, we'll explore HMAG's positionality and identity. Then we'll work with you to shape a style, tone of voice and principles for writing. Finally, building on the strongest of foundations, we'll develop a script typology and hierarchy with clear intent, aims and constraints for each type we define. When it comes to **producing content**, we'll work in batches, and plan phased delivery of each batch to fit with necessary review processes. We'll work through three iterations or drafts per batch.

2. Putting audiences first

Museum content is for audiences. It needs to fit with the way they learn, the way they relate to the world, and the way they feel about HMAG. As such, we propose conducting audience testing at multiple stages of development and production to make sure the House Style Guide and content we develop is fit for purpose.

3. Valuing and understanding your varied expertise

We understand that your team is full of specialists. Some of you will be closer to audiences; some to collections; some of you will be design specialists, and so on. You will each be able to provide different kinds of feedback on different aspects of this project. When we start working with you, we will take time to get to know you, and to understand where and how each member of your team can best support us to get the job done. This will save time and energy. It will ensure clarity of purpose when we ask you to review work in progress. It will ensure that HMAG's existing strengths shine through finished content.

4. Mutual Support

Content development is often a lonely job, with individual writers typically tasked with delivering tens of thousands of words and left to their own devices. In long-term projects, fatigue and creeping style drift are very credible risks. Working in partnership, we will share responsibility for developing content, review and troubleshoot each other's work, and create time and space for us each to have a break without disrupting the programme.

Collaborative Working: Tom and Paul work in and with multidisciplinary teams in everything they do. We see three things as being essential to success.

1. Build strong foundations

We'll make time at the beginning of the project to map key stakeholders, and understand their roles, responsibilities, and relationships with other teams. In a focused Foundation Stage at the start of the project, we will establish a cadence for key meetings and reviews and set a clear scope and programme for delivery. We'll keep the meeting structure lean and focused, to make contact time meaningful and manageable across a long project

2. Ensure visibility and accessibility

We understand that lots of different teams will need to see and understand our work in progress and be able to plan their deliveries relative to ours. We'll share our programme with clearly defined milestones and dependencies. We'll also work with HMAG to find the best solutions and platform for sharing drafts, managing files, collaborating and communicating as a team.

3. Find enjoyable, creative ways to work together

Collaboration is much more effective when it's fun. We take great care designing workshops and see this project as an opportunity to use methods like co-design and co-writing. Such methods can draw out the best of everyone's creativity and also help to build empathy across the different constituents within multidisciplinary teams, so that we all understand each others' jobs better, and the challenges that come with them.

Team & Expertise: Tom and Paul will co-lead and co-deliver the project. Each of us will be involved in every aspect of the work, to ensure alignment and shared understanding. However, we do plan a slight split in the responsibilities we will each hold:

Tom will be lead writer, responsible for the majority of first drafts. Tom is an experienced writer, interpretation planner and content producer, and an award-winning children's author, with experience of storytelling across a huge range of formats and platforms. He has written exhibition content for clients including ZSL London Zoo, National Trust, Royal Horticultural Society, the National Maritime Museum, Down House (Charles Darwin's former home), and the Wildfowl & Wetlands Trust. His children's book *The Biggest Footprint* won the 2022 Wainwright Prize for nature writing for children.

Paul will lead on development of the House Style Guide and develop and deliver training for HMAG's team. He will also review and edit content drafts. Paul is an experienced interpretation planner with particular experience in co-design. He has developed curatorial strategies for clients including Belfast City Council, Manchester Museum and Highgate Cemetery. He has also written text and developed house style guides for the House of European History and for Ilmi, a major new science museum in the Gulf. Recently, he was appointed lead writer for the new Museum of the Viking Age in Oslo. And, importantly for the latter stages of this project, Paul has experience in delivering training. He has museum tour guides and scriptwriters, and taught courses at MA and secondary school level.

Quality & Risk Management: Quality control is built into every aspect of the approaches described above, from conducting audience testing, to adopting a co-design approach to ensure our work builds around consensus. Where appropriate, we will use writing tools (e.g. SMOG / Flesch-Kincaid) to test for accessibility and reading age. As a rule, we would use these particularly in style guide and sample script development, then, as a decision tool in borderline cases once style is established. In other projects, we have made regular use of third party toolkits and publications that provide guidance on the use of inclusive language (for example, those developed by Museums Galleries Scotland and Wereld Museum, Amsterdam) to address terminology around race, identity and colonialism.

We will manage less technical programme risks by holding shared project management tools (overseen by Paul), including a simple programme (in Gantt form), and a risk register. We would like to hold regular meetings with a consistent lead contact at HMAG to discuss risks and programme dependencies.

Communication & Engagement: Some elements of our approach are described above, including: 1) holding a discovery phase to map stakeholders, roles, responsibilities and specialisms; 2) using co-design methods where appropriate; 3) ensuring visibility and accessibility; and 4) defining a clear meeting cadence and programme for reviews.

Additionally, for this project, we feel it may be helpful to convene a dedicated content / script working group. That would be a small, focused group. Its composition and terms of reference would be updated on a phase by phase basis. E.g. As the project progresses, it may be that we need less overall leadership representation, and more focused input from specialist teams (web, design, learning) and contractors (e.g. digital producers; 2D design).

<p>Please state whether any attachments have been enclosed and if so, the attachment/s file name/s:</p> <p style="text-align: center;">No</p>	<p>Attachment/s File Name/s:</p> <p>You are not permitted to include any attached documents to this response.</p> <p>Any attachments relating to your response to this question will not be read or scored.</p>
<p>3. Implementation Plan</p> <p>Please describe your approach to managing the implementation of this contract. Your answer should address the following key points:</p> <ul style="list-style-type: none"> a) Please provide an outline implementation plan in the text box below (this will be included in the page count), detailing the key tasks, their start and finish dates, critical paths and tasks interdependences, the person/team responsible for leading each of the key tasks and the person/teams who will input to the delivery of each key task. A detailed implementation plan must be included as a further attachment (not included in the page count) in MS Excel or MS Project, and PDF formats. b) Arrangements for confirming and securing any sub-contractors c) Your approach to implementation management including critical paths tasks and risk management and mitigation. <p>Max. two sides of template in font Arial 11 (DO NOT DELETE THIS LINE)</p>	<p style="text-align: center;">5%</p>

Implementation Plan: We propose delivering the project in four phases as below.

Phase 1 – Foundation (June 2025 - July 2025)

In this phase we will get to know your team and the wider project team, review all available project documentation, and define our approach to the project.

Key tasks:

- Hold a kick-off meeting with the project team to align on the fundamentals of scope, scheduling, communications, and stakeholder management
- Review existing project documentation
- Introductory meetings with relevant teams – i.e.. Curatorial, Learning, Design – and others as necessary to discuss their hopes and fears for this work, clarify roles, responsibilities and dependencies and align on project vision and programme
- Review existing project documentation
- Conduct a site visit to meet team in person and get a feel for HMAG's stories
- Explore opportunities and appetite for audience testing, to inform the development of an engagement plan for the project.

Deliverables:

- **Project Charter** confirming the agreements we reach around scope, schedule, project communications and stakeholder management.
- **Engagement Plan:** This will be a living document setting out commitments to test and consult on the development of content in each phase of our work.
- **Owner:** Paul

Dependencies:

- Team availability and agreement on key stakeholders to be involved in scripting
- Availability of relevant documentation for review

Phase 2 – Concept (July 2025 - December 2025)

In this phase we will develop the first iteration of the **House Style Guide** and **Interpretation Guidelines**, produce sample content, and test that content with target audience groups. The Guide and Guidelines will set out a layered interpretation approach that defines styles, principles and tone of voice for text, digital, interactive, and object-based storytelling. These will align with the museum's vision, interpretative themes, and exhibition design approach.

Key tasks:

- Design and deliver co-design workshops to inform the sequential definition of:
 - Target audiences for interpretation; their needs and motivations;
 - Positionality: understanding who HMAG wants to be to its audiences
 - Overall principles, styles and tone of voice for text
 - Content typology and hierarchy with aims and considerations per type
 - Review, testing and sign off processes for text writing, for each type.
- Produce first iteration of House Style Guide and Interpretation Guidelines for review
- Develop sample content based on the first iteration of the guide
- Test sample content with audiences.
- Revise House Style Guide and Interpretation Guidelines following testing.

Deliverables:

- **House Style Guide and Interpretation Guidelines**

Owner: Paul

Dependencies:

- Availability of project team and design team to participate in co-design workshops
- Support from HMAG to facilitate audience testing with relevant communities
- Provision of source content to be developed into sample text

Phase 3 – Production (January 2026 - December 2026)

We will produce content in batches, with each batch moving through three drafts. As we write, we will refine the House Style Guide as necessary.

Key Tasks:

- Create a detailed programme for developing text
- Write all interpretation content for the new galleries, including panel text, labels, interactive elements, and digital content.
- Review text relative to the House Style Guide, maintaining consistency in tone, accessibility, and audience engagement.
- Work iteratively with the project team to revise and refine texts
- Update and reissue the House Style Guide for review. We would recommend doing this at perhaps three key points throughout the year.

Deliverables:

- **Full package of text (phased delivery TBD)**, including introductory panels, object labels, interactive elements, and digital interpretation.
- **Updated House Style Guide and Interpretation Guidelines**

Owner: Tom - Text; Paul - House Style Guide

Dependencies:

- Alignment with design and curatorial programmes
- Timely provision of source material to inform scripting
- Clear and timely communication of design needs and constraints

Phase 4 – Handover (October 2026 – March 2027)

In this phase we will design and deliver training sessions, and work to raise awareness of the House Style Guide and Interpretation Guidelines across HMAG and HMS. We anticipate using co-writing sessions as a tool here. Writing together can be an invaluable process in honing collective judgement and building confidence. We would propose training both on content development, and - if needed - embedding approaches to testing with audiences. We will use the House Style Guide and Interpretation Guidelines during training sessions for staff and seek feedback on them. We will issue final updated versions of those documents at completion of training.

Key Tasks:

- Develop and deliver training plan for staff and volunteers
- Support sharing of House Style Guide and Interpretation Guidelines across HMAG and HMS

Deliverables:

- **Updated House Style Guide and Interpretation Guidelines**

Owner: Paul

Dependencies:

- HMAG support to promote and schedule training with relevant teams

<p>Please state whether any attachments have been enclosed and if so, the attachment/s file name/s:</p> <p>Yes:</p> <p>'Tom Sears and Paul Tourle, HMAG Content Development, Indicative Programme.xlsx'</p>	<p>Attachment/s File Name/s:</p> <p>You are permitted to include an implementation plan as part of this response.</p> <p>However your description of your plan should be included in the text box above and will be included in the page count.</p>
<p>Social value quality question/s: Scored</p>	
<p>Please note the specified word count/page limit for each question. Any response submitted over the specified limits will be redacted prior to being sent to the evaluation team and will therefore not be read or scored.</p> <p>Do not attach documents unless specifically informed that you may. Where attachments are permitted please use standard formats easily available such as: Microsoft Office, PDF etc.</p> <p>You must type your answer in the table below and not respond on/transfer your answers to any other template. The answer boxes expand if required. The current size of the answer box does not reflect the size of the answer.</p> <p>All questions will be marked in accordance with the methodology described.</p>	

<p>Q1. Social value qualitative question</p> <p>For Herefordshire Council, social value is defined as the important additional benefits that go beyond the direct function of any services, works or goods that are purchased by us. These can be one or more of the following:</p> <ol style="list-style-type: none"> Social benefits that deliver positive outcomes for individuals and/or communities. Economic benefits that strengthen a workforce, industry, sector and/or the economy. Environmental benefits that result in environmentally sustainable business practices and/or an improvement of the environment. <p>Please advise what new social value outputs your organisation would bring to Herefordshire Council as a direct result of this contract. Please explain how you would achieve your outputs and how you would demonstrate that you have achieved them. Your response should include SMART (Specific, Measurable, Achievable, Realistic, and Time-bound) evidence and objectives.</p> <p>Please note, social value outputs offered in response to this question must be both:</p> <ul style="list-style-type: none"> Directly attributable to this contract (i.e. not something that has previously been delivered on other contracts); An additional benefit that goes beyond what is required to fulfil this contract. <p>Max. three sides of template in font Arial 11 (DO NOT DELETE THIS LINE)</p> <p>Before responding to this section, please refer to the Social Value Toolkit- A Bidder's Guide to Tendering document.</p>	<p>12%</p>
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In addition to our interpretation work for HMAG, we would like to deliver the following social value benefits to Herefordshire Council as part of our contract.

1.

To support the Social and Community pledge, via the KVI to deliver 1000 hours of community activities, Tom and Paul propose to hold a one-day exhibition story-writing workshop at an accessible venue within the Hereford Museum or Woolhope Club (or Hereford Library if all buildings are closed during the renovation).

This workshop would be for a group of 10 care-leavers or other individuals identified with the help of the charity and voluntary sector in Hereford. It will provide an enjoyable and informative day where participants will:

- Find out how museums tell their stories through interpretation and text
- See how their own stories form an important part of Hereford's rich tapestry
- Try out some museum storytelling techniques
- Turn their own stories into a short piece of exhibition text

The output from this session will be available for Herefordshire Council or the Hereford Museum to display as a special exhibit, showing that the museum is by and for the people, and fostering local pride and engagement with the town's development.

This session will be planned and delivered in 2026. Our action plan for this commitment will be:

- Contact charities and voluntary organisations in the Hereford area to identify individuals who would enjoy and benefit from this experience
- Tom and Paul to work with local organisation(s) to agree a location and date to hold the workshop
- Tom and Paul to plan workshop, with care taken to make a well-structured but relaxed and fun day of activities
- Workshop plan circulated to involved organisations to share with participants
- Deliver workshop
- Work with Hereford Museum and Herefordshire Council to explore opportunities for workshop output to form a special exhibition as part of the museum/museum launch.

2.a

To support your Health and Wellbeing social value pledge, via the KVI of providing 250 bicycles to low-income households, we propose to supply two road-legal bicycles, delivered by us to the households or to relevant local organisations to allocate.

This to be completed during 2025 and evidence of their supply to be sent to the council. Our action plan for this commitment will be:

- Contact a local youth organisation, charity or sustainable transport organisation for recommendations on greatest need for bicycles, and for recommendations on sizes and bicycle types.
- Sourcing of bicycles by Paul and Tom to include purchase and servicing if needed
- Contact with local organisations in Hereford to agree delivery address and method
- Delivery to Hereford in 2025
- Photos of bicycles and proof of delivery to be sent to Herefordshire Council

2.b

To further support the Health & Wellbeing social value pledge Tom and Paul propose creation of a 1 page comic/graphic short story promoting cycling in and around Hereford, to inspire

people of all ages to cycle more. Tom and Paul successfully collaborated on a graphic short story about museums' role in the climate crisis which was distributed at COP 26.

This commitment will be completed by March 2026. Our action plan for this commitment will be:

- Arrange meetings with local sustainable transport organisations to discuss key issues specific to cycling in Hereford - issues and barriers
- Engage Herefordshire Council with ideas for uses and distribution of comic
- Concept a short and engaging idea for comic
- Storyboard for approval by Herefordshire Council transport contact
- Produce comic
- Send artwork to Herefordshire Council for print production/web distribution

<p>Please state whether any attachments have been enclosed and if so, the attachment/s file name/s:</p> <p style="text-align: center;">No</p>	<p>Attachment/s File Name/s:</p> <p>You are not permitted to include any attached documents to this response.</p> <p>Any attachments relating to your response to this question will not be read or scored.</p>
<p>Price questions: Scored</p>	
<ul style="list-style-type: none"> • No claim from the bidder will be entertained by the council for any mistakes in the information given. • The bidder shall price all items. No other costs will be accepted other than those in the price question below. • Your total price should include all costs, fees, expenses and profits. • The prices will remain fixed for the duration of the contract. • Our payment terms are thirty days from receipt of a valid and undisputed invoice. • All sums payable by or to the council or the bidder are exclusive of Value Added Tax ('VAT'). Where VAT is chargeable on such sums, the payer shall pay, upon production of of a valid VAT invoice by the payee, such VAT in addition to such sums. 	