

Contract Reference Number: 015890

Contract Title: BHCC – Royal Pavilion Garden – Interpretation Design

CONTRACT PARTICULARS

Council	Brighton and Hove City Council
Council Address	Hove Town Hall, Norton Road, Hove, BN3 3BQ
Service Provider	GuM Studio (exhibition design branch of Pringle Richards Sharratt Architects)
Service Provider Company Number and Registered Address	03189549 Studio 4, 33 Stannary Street, London SE11 4AA
Commencement Date	18/08/2025
Initial Period	3 years
Extension Period (if applicable) <small>(OBJ)</small>	1 year optional extension
Specification	as set out in the specification at Schedule A [attached].
Council's Address for Notice	Name: Paul Dalton Position: Estate Regeneration Project Manager Address: Brighton and Hove City Council, Hove Town Hall, Norton Road, Hove, BN3 3BQ
Contract Price	As set out in the Payment Schedule at Schedule B
Payment Frequency	Monthly in arrears
Invoicing Procedure	All payments will be made in accordance with the Council's Procure to Pay Policy. Invoices shall be submitted to the Council's Contract Manager. Where the Service Provider is submitting electronic invoices (submitted to the Council via email) for payment it shall ensure: <ul style="list-style-type: none">• the email contains the word 'Invoice' in the subject field;• each invoice is sent as an attachment, and not within the body of the email;

		<ul style="list-style-type: none"> each attachment to the email only contains one invoice; and 1.1.1 all invoice attachments are in PDF or TIFF format.]
Professional Indemnity Insurance		Minimum Level: Not used
Period of Notice for Termination		Three (3) months
Termination Period of Force Majeure		Three (3) months
Contract Manager:	Name: Job Title Address: Telephone: Email:	Paul Dalton Estate Regeneration Project Manager Hove Town Hall, Norton Road, Hove, BN3 3BQ 07824 867027 Paul.Dalton@brighton-hove.gov.uk
Service Provider's Manager:	Name: Job Title Address: Telephone: Email:	Malcolm McGregor Director Pringle Rihcards Sharratt Architects, Studio 4, 33 Stannary Street, London, SE11 4AA 020 7793 2828 m.mcgregor@prsarchitects.com
Clause 22 (Data Processor Obligations)		Does not apply
A Persistent Default will occur where:		(a) Multiple Defaults of the same nature occur three (3) or more times within a rolling three (3) Month period; (b) A single Default continues for a period of three (3) or more Months; or (c) a series of seven (7) or more Defaults of any nature occur over a rolling twelve (12) Month period, provided that the Council has issued at least one (1) Default Notice or two (2) Remediation Notice in respect of the relevant Default(s).

In witness whereof the parties hereto have executed the Contract as of the day and year first herein written:

SIGNED on behalf of the parties

For and on behalf of
BRIGHTON AND HOVE CITY COUNCIL



.....
Authorised Signatory

For and on behalf of **GuM Studio (exhibition design branch of Pringle Richards Sharratt Architects)**



.....
Name: Malcolm McGregor

Position: Director

STANDARD TERMS AND CONDITIONS FOR SERVICES

BACKGROUND.....	1
SECTION 1 – PRELIMINARY.....	1
1 DEFINITIONS AND INTERPRETATION	1
2 COMMENCEMENT, DURATION AND EXTENT OF CONTRACT	6
3 CONTRACT DOCUMENTS.....	7
SECTION 2 – THE SERVICES	7
4 PROVISION OF THE SERVICES.....	7
5 PAYMENT AND INVOICING PROCEDURE.....	7
6 VARIATIONS TO THE SERVICES	8
SECTION 3 – REVIEW	8
7 COUNCIL MEETINGS.....	8
8 SOCIAL VALUE	8
9 PERFORMANCE MONITORING.....	9
10 SERVICE COMPLAINTS	9
11 SERVICE PROVIDER'S RECORDS.....	9
12 FINANCIAL INFORMATION & AUDITS	10
SECTION 4 – HEALTH AND SAFETY	10
13 HEALTH & SAFETY	10
SECTION 5 – PREMISES AND ASSETS	10
14 ASSETS	10
15 SERVICE PROVIDER PREMISES	10
SECTION 6 – WARRANTIES AND ACKNOWLEDGEMENTS.....	10
16 INDEMNITY	10
17 INSURANCE.....	11
18 LIMITATION OF LIABILITY	11
19 SERVICE PROVIDER WARRANTIES	12
SECTION 7 - INFORMATION AND IPR	12
20 CONFIDENTIALITY AND TRANSPARENCY.....	12
21 FREEDOM OF INFORMATION	13
22 DATA PROTECTION.....	13
23 DATA PROCESSOR OBLIGATIONS.....	13
24 INTELLECTUAL PROPERTY RIGHTS.....	16
SECTION 8 – PERSONNEL	16
25 PERSONNEL.....	16
26 EQUAL OPPORTUNITIES AND HUMAN RIGHTS	16
27 EMPLOYMENT EXIT PROVISIONS	16
SECTION 9 – DISPUTE RESOLUTION	18
28 REFERRAL TO OFFICERS AND SENIOR REPRESENTATIVES.....	18
29 MEDIATION.....	19
SECTION 10 – TERMINATION	19
30 EXPIRY & TERMINATION.....	19
31 EFFECT OF TERMINATION OR EXPIRY & DUTY TO CO-OPERATE	20
SECTION 11 – GENERAL.....	20
32 GENERAL	20
SCHEDULE A – SPECIFICATION AND KPIS	23
SCHEDULE B – PAYMENT SCHEDULE	32
SCHEDULE C – SERVICE PROVIDER QUOTE / TENDER / PROPOSAL AND CLARIFICATIONS.....	33
SCHEDULE D - DATA PROCESSING ACTIVITIES.....	51

BACKGROUND

- (A) The Council wishes to engage the Service Provider to provide the Services.
- (B) The Service Provider wishes to provide such Services and is willing and able to do so in accordance with the terms and conditions of the Contract.

SECTION 1 – PRELIMINARY

1 DEFINITIONS AND INTERPRETATION

- 1.1 The definitions and rules of interpretation in this clause apply (unless the context requires otherwise) to the Contract:

“Bribery Act”	means the Bribery Act 2010 and any subordinate legislation made under that Act from time to time together with any guidance or codes of practice issued by the relevant government department concerning the legislation;
“Commencement Date”	means the date set out in the Contract Particulars;
“Contract”	means the Contract including the Contract Particulars and all schedules and appendices referred to herein and/or attached hereto;
“Contract Manager”	means the person appointed by the Council to manage the Contract (as set out in the Contract Particulars) as the same may be replaced or delegate his functions from time to time;
“Contract Period”	means the Initial Period plus any Extension Period (if applicable);
“Contract Price”	means the Price set out in the Contract Particulars as amended in accordance with the Contract;
“Council Data”	means: a) the data, case management information, text, drawings, diagrams, documents, records, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media and which are: i) supplied or communicated to the Service Provider by or on behalf of the Council or a customer/user of the Services; ii) inputted into the Council IT systems or the Service Provider’s IT system by the Council or the Council’s representatives; or iii) which the Service Provider is required to access, generate process, store or transmit pursuant to the Contract, whether on the Council IT systems or the Service Provider’s IT system; and/or b) any Personal Data for which the Council is Data Controller;
“Data Controller”	has the same meaning as is set out in the Data Protection Legislation;
“Data Processor”	has the same meaning as is set out in the Data Protection Legislation;
“Data Protection Impact Assessment”	an assessment carried out pursuant to the Data Protection Legislation;
“Data Protection Legislation”	means the Privacy and Electronic Communications (EC Directive) Regulations 2003, the Investigatory Powers Act 2016, the Investigatory Powers (Interception of Businesses etc for Monitoring and Record-keeping Purposes) Regulations 2018, the Data Protection Act 2018 and the GDPR and any legislation implemented in connection with the GDPR and any replacement legislation coming into effect from time to time and all applicable laws and regulations relating to the processing of personal data and privacy, including as where applicable the guidance and codes of practice issued by the Information Commissioner;
“Data Security”	means any breach of security or confidentiality leading to the accidental or

Breach	unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data;
"Data Subject"	has the same meaning as is set out in the Data Protection Legislation;
"Default"	means as defined at clause 9.1;
"Default Notice"	means a notice issued by the Council in accordance with clauses 8;
"Dispute"	means as defined at clause 28.1;
"Employee Liability Information"	<p>means the information that a transferor is obliged to notify to a transferee under Regulation 11(2) of TUPE:</p> <ul style="list-style-type: none"> (a) the identity and age of the employee; (b) the employee's written statement of employment particulars (as required under section 1 of the Employment Rights Act 1996); (c) information about any disciplinary action taken against the employee and any grievances raised by the employee, where a Code of Practice issued under Part IV of the Trade Union and Labour Relations (Consolidation) Act 1992 relating exclusively or primarily to the resolution of disputes applies, within the previous two (2) years; (d) information about any court or tribunal case, claim or action either brought by the employee against the transferor within the previous two (2) years or where the transferor has reasonable grounds to believe that such action may be brought against the Service Provider arising out of the employee's employment with the transferor; and (e) information about any collective agreement that will have effect after the Effective Date or the Service Transfer Date, as the case may be, in relation to the employee under regulation 5(a) of TUPE.
"Employment Liabilities"	means all claims, including without limitation claims for redundancy payments, unlawful deduction of wages, unfair, wrongful or constructive dismissal compensation, compensation for sex, race, disability, age, religion or belief, gender reassignment, marriage or civil partnership, pregnancy or maternity, or sexual orientation discrimination, claims for equal pay, compensation for less favourable treatment of part-time workers, and any claims (whether in tort, contract, statute or otherwise), demands, actions, proceedings and any award, compensation, damages, tribunal awards, fine, loss, order, penalty, disbursement, payment made by way of settlement and costs and expenses reasonably incurred in connection with a claim or investigation (including any investigation by the Equality and Human Rights Commission or other enforcement, regulatory or supervisory body), and of implementing any requirements which may arise from such investigation, and any legal costs and expenses;
"Environmentally Sustainable Procurement Policy"	means the Orbis Procurement policy which aims to minimise negative and promote positive environmental impacts and can be found at: https://www.brighton-hove.gov.uk/business-and-trade/contracts-and-tenders/orbis-environmentally-sustainable-procurement-policy
"Expiry Date"	means the end of the Contract Period;
"Extension Period"	means as defined at clause 2.2;
"Force Majeure Event"	<p>means any circumstance not within a party's reasonable control and wholly exceptional events outside the control of the parties which could not have reasonably been foreseen or avoided, including without limitation:</p> <ul style="list-style-type: none"> (a) acts of God, natural flood, drought, exceptionally adverse weather conditions, earthquake or other natural disaster; (b) epidemic or pandemic; (c) terrorist attack, civil war, civil commotion or riots, war, threat or

	<p>preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of all diplomatic relations;</p> <p>(d) nuclear, chemical or biological contamination or sonic boom;</p> <p>(e) any law or any action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition [, or failing to grant a necessary licence or consent];</p> <p>(f) collapse of buildings, fire, explosion or accident</p>
"General Data Protection Regulation"	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 (United Kingdom General Data Protection Regulations), as it forms part of the law of England and Wales, Scotland and Northern Ireland by virtue of section 3 of the European Union (Withdrawal) Act 2018 (see section 205(4));
"Good Industry Practice"	means using standards, practices, methods and procedures conforming to the Law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged as the case may be in the same type of undertaking as that of the Service Provider under the same or similar circumstances at the relevant time for such exercise;
"Information Laws"	means the Freedom of Information Act 2000, the Environmental Information Regulations 2004, the Data Protection Legislation and any codes of practice and guidance made pursuant to the same as amended or replaced from time to time;
"Initial Period"	as set out in the Contract Particulars;
"Insolvent"	<p>means in relation to the Service Provider:</p> <p>(a) any arrangement or composition with or for the benefit of its creditors (including any voluntary arrangement as defined in the Insolvency Act 1986) being entered into (or, in the case of such a voluntary arrangement, being proposed);</p> <p>(b) a supervisor, receiver, administrator, administrative receiver or other encumbrancer of a similar nature taking possession of or being appointed over or any distress, execution or other process being levied or enforced (and not being discharged within seven (7) days) upon the whole or any material part of the Service Provider's assets;</p> <p>(c) a court makes an order that the Service Provider be wound up or a resolution for a voluntary winding up of the Service Provider is passed;</p> <p>(d) ceasing or threatening to cease to carry on business or being or being deemed to be unable to pay its debts when they become due within the meaning of Section 123 Insolvency Act 1986;</p> <p>(e) being an individual(s), has a bankruptcy order made against him/her or compounds with his/her creditors or comes to any arrangements with any creditors; or</p> <p>(f) any steps are taken in respect of or relating to the Service Provider by Monitor, the Secretary of State for Health or a Trust Special Administrator pursuant to the provisions of the National Health Service Act 2006;</p>
"Intellectual Property Rights"	means any and all patents, trademarks, service marks, copyright, moral rights, rights in design, know-how, confidential information and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether now or in the future subsisting in the United Kingdom or any other part of the world together with all or any goodwill and accrued rights of action;
"KPIs"	means the key performance indicators set out at Schedule A (Specification);

“Law”	means any applicable statute or any delegated or subordinate legislation, any duly applicable guidance, code of practice, direction, judgment or determination with which the Council and/or the Consultant is bound to comply including the Council’s rules, procedures, guidelines, policies, codes of practice, standing orders, financial regulations and standards from time to time;
“Measurement Period”	means the period over which the relevant KPI is measured, as set out in the Specification;
“Mediation”	means the Centre for Effective Dispute Resolution model mediation procedure;
“Month”	means a calendar month;
“Necessary Consents”	means all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents required by Law or necessary from time to time for the performance of the Services including without limitation all planning permissions and waste management licences;
“New Service Provider”	means any third-party supplier of Replacement Services appointed by the Council from time to time;
“Persistent Default”	means a continuing Default or series of Defaults as determined in accordance with the Contract Particulars;
“Personal Data”	has the same meaning as is set out in the Data Protection Legislation;
“Process”	has the same meaning as is set out in the Data Protection Legislation;
“Prohibited Act”	<p>means:</p> <ul style="list-style-type: none"> (a) directly or indirectly offering, promising or giving any person working for or engaged by the Council a financial or other advantage to: <ul style="list-style-type: none"> 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) directly or indirectly requesting, agreeing to receive or accepting any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract; (c) committing any offence: - <ul style="list-style-type: none"> i. under the Bribery Act; ii. under legislation creating offences concerning fraudulent acts; iii. at common law concerning fraudulent acts relating to the Contract or any other contract with the Council; or iv. defrauding, attempting to defraud or conspiring to defraud the Council; or (d) committing an offence under sub-section (2) of section 117 of the Local Government Act 1972;
“Quality Standard”	means an appropriate and current British Standards Specification or British Standard Code of Practice issued by the British Standard Institution or any similar European Union standard applying to goods or services relating to the Services or equivalent together with any additional standards set out in the Specification;
“Quarter”	means a consecutive period of three Months commencing on 1 April, 1 July, 1 October or 1 January and “Quarterly” shall be interpreted accordingly;
“Regulatory Body”	means government Departments and agencies, the European Union

	Commission or any other regulatory Council or body (other than the Council) including any health and safety enforcement agency, with power to regulate the Services and their respective successors and substitutes;
“Relevant Employees”	means those employees whose contracts of employment transfer with effect from the Service Transfer Date to the Council or a New Service Provider by virtue of the application of TUPE;
“Relevant Transfer”	means a relevant transfer of the Services for the purposes of TUPE, including upon or as a result of expiry or termination of the Contract;
“Remediation Notice”	means as defined at clause 9.2;
“Replacement Services”	means any services that are fundamentally the same as any of the Services and which the Council receives in substitution for any of the Services following the termination or expiry of this agreement, whether those services are provided by the Council internally or by any New Service Provider;
“Representative”	means any employee, officer, worker, agent or service provider engaged by a party in connection with the Services including any Sub-Contractor;
“Required Insurances”	means as defined at clause 17.1;
“Services”	means the services set out in the Contract Particulars that are to be provided by the Service Provider under the Contract as more particularly described in the Specification and any Variation thereto made in accordance with the Contract;
“Service Provider Premises”	as defined in clause 15.1;
“Service Provider’s Assets”	as defined at clause 14.1;
“Service Provider’s Final Staff List”	means the list of all the Service Provider’s and Sub-Contractor’s personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the Service Transfer Date;
“Service Provider’s Provisional Staff List”	means the list prepared and updated by the Service Provider of all the Service Provider’s and Sub-Contractor’s personnel engaged in, or wholly or mainly assigned to, the provision of the Services or any part of the Services at the date of the preparation of the list, and in the format requested by the Council;
“Service Transfer Date”	means the date on which the Services (or any part of the Services), transfer from the Service Provider or Sub-contractor to the Council or any New Service Provider;
“Specification”	means the specification at Schedule A detailing the Services;
“Staff”	means all persons employed by the Service Provider to perform its obligations under the Contract together with the Service Provider’s servants, agents, suppliers and Sub-Contractors used in the performance of its obligations under the Contract;
“Staffing Information”	means in relation to all persons detailed on the Service Provider’s Provisional Staff List, in an anonymised format, such information as the Council may reasonably request including the Employee Liability Information and details of whether the personnel are employees, workers, self-employed, contractors or consultants, agency workers or otherwise, and the amount of time spent on the provision of the Services;
“Sub-Contract”	means any sub-contract entered into by the Service Provider or by any Sub-Contractor for the purpose of the performance of any obligation on the part of the Service Provider under the Contract;

“Sub-Contractor”	means the contractors or service providers engaged by the Service Provider to provide goods, services or works to, for or on behalf of the Service Provider for the purposes of providing the Services to the Council;
“Subsequent Transfer”	means, following the commencement of the Contract, circumstances whereby the identity of the provider of the Services (or any part of the Services) changes (whether as a result of termination of the Contract, or part or otherwise) resulting in a transfer of the Services in whole or in part from the Service Provider to the Council or New Service Provider;
“Supervisory Authority”	means the office of the regulator appointed in the United Kingdom as the data protection supervisory authority, known currently as the Information Commissioner’s Office;
“TUPE”	means the Transfer or Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), as amended.
“Variation”	means a variation of the Service or the Contract permitted under Regulation 72 of the Public Contracts Regulations 2015 and entered into in accordance with the Contract;
“VAT”	means value added tax or any similar or substituted tax; and
“Working Days”	means Monday to Friday inclusive of each week excluding Christmas Day, Good Friday and Bank Holidays in England.

1.2 In the Contract:

- 1.2.1 time shall, during the summer time be British summer time or otherwise Greenwich Mean Time;
- 1.2.2 reference to any statutory provision, enactment, order, regulation or other similar instrument shall be construed as a reference to the statutory provision, enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted from time to time and shall (unless the reference expressly states otherwise) include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;
- 1.2.3 words importing one gender shall include the other; words in the singular shall include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa;
- 1.2.4 clause, schedule and paragraph headings and notes are for ease of reference only and do not affect the interpretation of the Contract;
- 1.2.5 a reference to a clause, schedule, section, part or appendices is a reference to a clause, schedule, section, part or appendices within the Contract unless expressly stated otherwise;
- 1.2.6 the schedules form part of the Contract and shall have effect as if set out in full in the body of the Contract and any reference to the Contract includes the schedules; and
- 1.2.7 a reference to writing or written includes email.

2 COMMENCEMENT, DURATION AND EXTENT OF CONTRACT

- 2.1 The Contract shall commence on the Commencement Date and unless terminated earlier in accordance with the Contract will remain in force for the Contract Period.
- 2.2 Before the end of the Initial Period or before the end of any previous extension of the Contract Period (as the case may be) the Council may extend the Contract Period by a further period or periods (as set out in the Contract Particulars) by giving written notice to the Service Provider of its wish to extend the Contract and the required length of such extension (an **“Extension Period”**).

- 2.3 Unless otherwise agreed by the parties, any Extension Period shall be on the same terms and conditions, including the Contract Price, as the Contract.

3 CONTRACT DOCUMENTS

- 3.1 Where there is any conflict or inconsistency between the provisions of the Contract, such conflict or inconsistency shall be resolved according to the following order of priority:
- 3.1.1 these conditions of the Contract;
 - 3.1.2 Schedule A (Specification);
 - 3.1.3 all other schedules attached to the Contract except the schedules listed at clauses 3.1.4 and 3.1.5;
 - 3.1.4 Schedule C, Part 2 (Clarifications);
 - 3.1.5 Schedule C, Part 1 (the Service Provider's Tender),
- save to the extent that the standards or levels of the Services set out in Schedule C (the Service Provider's Tender) exceed those set out in Schedule A (Specification); in which case, such higher standards or levels of performance set out in Schedule C (the Service Provider's Tender) shall prevail (to the extent necessary to achieve the performance of such higher standards or levels of performance only).

SECTION 2 – THE SERVICES

4 PROVISION OF THE SERVICES

- 4.1 During the Contract Period the Service Provider shall provide the Services with all reasonable care, skill, prudence and foresight and in accordance with:
- 4.1.1 the provisions of the Contract (including the Specification);
 - 4.1.2 the requirements of all Necessary Consents;
 - 4.1.3 all applicable Laws;
 - 4.1.4 Good Industry Practice;
 - 4.1.5 the KPI's;
 - 4.1.6 the Environmentally Sustainable Procurement Policy; and
 - 4.1.7 all reasonable instructions of the Council acting in good faith and in accordance with the Contract.
- 4.2 The Service Provider shall, as a minimum, meet the Quality Standard(s) throughout the Contract Period.
- 4.3 The Service Provider shall promptly provide all such information regarding the environmental impact of any Services supplied or used under the Contract as may reasonably be required by the Council to permit informed choices by end users.

5 PAYMENT AND INVOICING PROCEDURE

- 5.1 The Council shall pay the Service Provider the Contract Price in consideration for the provision of the Services in accordance with Schedule B (Payment Schedule).
- 5.2 The Contract Price shall not be subject to indexation.
- 5.3 The invoice referred to in Part 1 of this Schedule B shall be rendered on the Service Provider's own invoice form and shall show:
- 5.3.1 an invoice date and invoice number;
 - 5.3.2 the period to which the invoice relates;
 - 5.3.3 the aspects of the Services for which payment is claimed;

- 5.3.4 any VAT payable, with a breakdown showing the net figure, the VAT amount and the gross figure;
- 5.3.5 a VAT registration number if VAT registered;
- 5.3.6 a valid purchase order number as issued by the Council;
- 5.3.7 the Service Provider's vendor/supplier number as set out in the purchase order issued by the Council;
- 5.3.8 the Service Provider's full business name and address; and
- 5.3.9 the name and address of the Council.
- 5.4 The Council shall notify the Service Provider in writing within thirty (30) Working Days of the date of the relevant invoice if it disputes any of the charges payable under an invoice submitted pursuant to Part 2 of this Schedule B. Such disputes shall be resolved in accordance with the provisions of section 9 (Dispute Resolution) of the Contract.
- 5.5 Where any party disputes any sum to be paid by it then a payment equal to the sum not in dispute shall be paid and the dispute as to the sum that remains unpaid shall be referred to section 9 (Dispute Resolution) of the Contract.
- 5.6 Interest due on any sums in dispute shall not accrue until the earlier of thirty (30) days after:
 - 5.6.1 resolution of the dispute between the parties; or
 - 5.6.2 receipt of the decision of the Mediator in accordance with section 9 (Dispute Resolution) of the Contract.
- 5.7 A party shall pay interest on all overdue payments to the other party accruing from day to day for the period of default at an annual rate of 2% over the daily base lender rate from time to time of HSBC Bank Plc applicable in England from time to time.
- 5.8 Whenever any sum of money shall be recoverable from or payable by the Service Provider to the Council under the Contract, the same may be deducted from any sum then due or which may become due to the Service Provider under the Contract or any other contract with the Council.
- 5.9 The Council shall pay to the Service Provider such VAT that may be chargeable by the Service Provider in connection with the provision of the Services and the Service Provider shall issue a tax invoice in respect thereof.
- 5.10 The Service Provider shall install and implement such apparatus and systems as the Authorised Officer may reasonably require from time to time to ensure that the Council is charged for and pays only such amounts as it is obliged to under the Contract.

6 VARIATIONS TO THE SERVICES

- 6.1 No Variation of the Contract shall be effective unless it is in writing and signed by the parties (or their duly authorised senior representatives).
- 6.2 Unless the Variation expressly provides for an increase in payment, the Contract Price shall not be increased as a result of a Variation.

SECTION 3 – REVIEW

7 COUNCIL MEETINGS

- 7.1 The Council and Service Provider's Manager shall hold regular meetings as set out in the Specification.

8 SOCIAL VALUE

- 8.1 The parties agree that the provisions of Part 3 of Schedule C (Social Value) will apply during the Contract Period.

9 PERFORMANCE MONITORING

- 9.1 The Council may investigate any case where the Service Provider may have or appears to have failed to perform the Services in whole or in part in accordance with the provisions of the Contract (a “**Default**”).
- 9.2 Where the Council is satisfied that in any particular case the Service Provider has committed a Default, it may instruct the Service Provider in writing to remedy the failure (a “**Remediation Notice**”). The Remediation Notice shall:
- 9.2.1 specify the nature of the Default; and
 - 9.2.2 instruct the Service Provider to remedy the Default within a reasonable period, as determined by the Council (which unless otherwise stated shall be twenty-four (24) hours from the Service Provider’s receipt of the Remediation Notice).
- For the avoidance of doubt, the Remediation Notice may be issued by email.
- 9.3 Where the Service Provider fails to comply with any Remediation Notice issued by the Council, the Council may issue a Default Notice to the Service Provider:
- 9.3.1 specifying the nature of the Default; and
 - 9.3.2 instructing the Service Provider to remedy the Default within a reasonable period, as determined by the Council (which unless otherwise stated shall be twenty-four (24) hours from the Service Provider’s receipt of the Default Notice).
- 9.4 If the Service Provider fails to remedy any Default specified in a Default Notice within the reasonable period specified, the Council may either:
- 9.4.1 issue a further Default Notice every twenty-four hours until the Council is satisfied that the Default concerned has been remedied; or
 - 9.4.2 following notification to the Service Provider, take action to rectify the Default itself (including by instructing an alternative provider to rectify the same) and recover its additional costs of doing so from the Service Provider as a debt.
- 9.5 Without prejudice to clause 9.4, where any failure by the Service Provider to perform the Service in whole or in part in accordance with the provisions of the Contract amounts to a Persistent Default, or is one which materially and adversely affects the performance of the Services, or one which results in material damage to the reputation of the Council, notwithstanding that a Remediation Notice and/or Default Notice(s) has been issued pursuant to this clause 8 (Performance Monitoring), the Council shall be entitled, by service of notice on the Service Provider to terminate the Contract forthwith by written notice to the Service Provider.

10 SERVICE COMPLAINTS

- 10.1 The Service Provider shall develop a system for managing any complaints it receives in relation to the Services, to the satisfaction of the Council. The Service Provider shall immediately investigate any complaint it receives in relation to the Services and take appropriate corrective action. The system for dealing with complaints and the steps taken by the Service Provider shall be made available upon request to the Council for review.

11 SERVICE PROVIDER’S RECORDS

- 11.1 The Service Provider shall provide the Council with information and data reasonably requested by the Council to enable it to be satisfied as to whether or not any terms of the Contract are being breached and/or whether the KPIs are being met in relation to the Services, within such reasonable timescale given by the Council or where no timescale is provided within no more than twenty eight (28) days of the request.

12 FINANCIAL INFORMATION & AUDITS

- 12.1 The Service Provider shall, as required by the Council, provide the Council with such financial information and data reasonably requested by the Council to enable the Council to:
- 12.1.1 comply with the Code of Practice on Local Authority Accounting in the United Kingdom 2020/21 issued by the Chartered Institute of Public Finance and Accountancy (as the same may be updated or replaced from time to time); and
 - 12.1.2 examine, evaluate and be satisfied as to the Council's minimum standards of economic and financial standing, technical and professional ability and general standing required of the Service Provider with regard to the provision of the Services.

SECTION 4 – HEALTH AND SAFETY

13 HEALTH & SAFETY

- 13.1 The Service Provider shall comply with and ensure its Representatives comply at all times with the Health and Safety at Work etc. Act 1974 and all other Laws pertaining to health and safety of employees and other affected persons including, but not limited to, the Management of Health and Safety at Work etc. Regulations 1999, and all other health, safety and welfare requirements applicable to the Services including those detailed in the Specification.

SECTION 5 – PREMISES AND ASSETS

14 ASSETS

- 14.1 Except as otherwise specified in the Specification, the Service Provider shall be responsible at its own cost for providing all equipment, vehicles, plant and materials necessary and/or used for the proper and efficient performance of the Services during the Contract Period ("**Service Provider's Assets**").
- 14.2 The Service Provider shall be responsible for the security of all equipment and materials used by the Service Provider in connection with the provision of the Services and the Council shall not (as far as permitted by law) be liable for loss, damage or injury in respect of the same.

15 SERVICE PROVIDER PREMISES

- 15.1 The Service Provider shall provide all premises and/or sites necessary to provide the Services ("**Service Provider Premises**").

SECTION 6 – WARRANTIES AND ACKNOWLEDGEMENTS

16 INDEMNITY

- 16.1 The Service Provider shall indemnify the Council and keep the Council indemnified against all actions, proceedings, costs, claims, demands, liabilities, losses and expenses whatsoever whether arising in tort (including negligence) default or breach of contract, including but without limitation:
- 16.1.1 any claim by a third party for damage occurring as a result of the Service Provider's performance of the Services;
 - 16.1.2 any breach of its obligations as set out in Section 9 (Personnel); or
 - 16.1.3 any breach of Law or Necessary Consents,
- to the extent that any such loss, claim or liability is due to the breach of contract, negligence, wilful default or fraud of itself or of its employees or of any of its Representatives or Sub-Contractors save to the extent that the same is directly caused by or directly arises from the negligence, breach of contract or Law by the Council.

17 INSURANCE

- 17.1 The Service Provider shall at its own cost take out and maintain the insurances listed at clause 17.2 ("**Required Insurances**") and any other insurances required by Law with reputable insurers.
- 17.2 The Required Insurances referred to above are:
- 17.2.1 public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Services;
 - 17.2.2 employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Services; and
 - 17.2.3 where applicable to the Services, professional indemnity insurance with a limit of cover of not less than the amount set out in the Contract Particulars in relation to any one claim or series of claims arising from the Services and shall maintain such cover for six (6) years after the end of the Contract Period for all claims to which this clause applies.
- 17.3 The Required Insurances must remain in place for the Contract Period and be effective in each case no later than the date on which the relevant risk commences.
- 17.4 As and when reasonably required in writing by the Council, the Service Provider shall provide the Council with copies of current insurance certificates or other evidence demonstrating to the satisfaction of the Council that the requirements of this clause 17 are being met.

18 LIMITATION OF LIABILITY

- 18.1 Subject to clauses 16 (Indemnity), 18.3 and 18.4 neither party shall be liable to the other party (as far as permitted by Law) for indirect, special or consequential loss or damage in connection with the Contract which shall include, without limitation, any loss of or damage to profit, revenue, contracts, anticipated savings, use, goodwill or business opportunities whether direct or indirect.
- 18.2 Each party shall at all times take all reasonable steps to minimise and mitigate any loss or damage for which the relevant party is entitled to bring a claim against the other party pursuant to the Contract.
- 18.3 Any clause limiting the Service Provider's liability does not apply in relation to the commission of any Prohibited Act.
- 18.4 Notwithstanding any other provision of the Contract neither party limits or excludes its liability for:
- 18.4.1 fraud or fraudulent misrepresentation;
 - 18.4.2 death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors;
 - 18.4.3 breach of any obligation as to title implied by statute; or
 - 18.4.4 any other act or omission, liability for which may not be limited under Law.
- 18.5 Subject to clause 18.4, the Service Provider's total aggregate liability:
- 18.5.1 is unlimited in respect of:
 - 18.5.1.1 the indemnities in clauses 22 (Data Protection), 23 (Data Processor Obligations); clause 24.3 (Intellectual Property) and 27 (Employment Exit Provisions); or
 - 18.5.1.2 the Service Provider's wilful default.
 - 18.5.2 in respect of all other claims, losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with the Contract, shall in no event exceed one hundred and twenty percent (120%) of the aggregate

Contract Price paid under or pursuant to the Contract in the applicable Contract Year in respect of which the claim arises.

19 SERVICE PROVIDER WARRANTIES

- 19.1 The Service Provider warrants and represents that:
- 19.1.1 it has full capacity and authority to enter into and to perform the Contract and it is executed by a duly authorised Representative of the Service Provider;
 - 19.1.2 there are no actions, suits or proceedings or regulatory investigations pending or, to the Service Provider's knowledge, threatened against or affecting the Service Provider before any court or administrative body or arbitration tribunal that might affect the ability of the Service Provider to meet and carry out its obligations under the Contract;
 - 19.1.3 it has operated, and will continue to operate, in compliance with applicable Laws and regulations and will maintain all Necessary Consents, licences and registrations as applicable;
 - 19.1.4 any information obtained by the Service Provider during the Contract Period shall only be used for the purposes contemplated under the Contract;
 - 19.1.5 it has not committed any Prohibited Act in entering into the Contract or any other agreement with the Council and will not commit any such acts in the performance of or with regard to the extension of the term of the Contract or such other agreement.
- 19.2 For the avoidance of doubt the fact that any provision within the Contract is expressed as a warranty shall not preclude any right of termination the Council may have in respect of breach of that provision by the Service Provider.

SECTION 7 - INFORMATION AND IPR

20 CONFIDENTIALITY AND TRANSPARENCY

- 20.1 Subject to clause 20.2, the parties shall keep confidential all matters relating to the Contract and shall use all reasonable endeavours to prevent their Representatives from making any disclosure to any person of any matters relating hereto.
- 20.2 Clause 20.1 shall not apply to any disclosure of information:
- 20.2.1 required by Law, provided that clause 21 (Freedom of Information) shall apply to any disclosures required under the Information Laws;
 - 20.2.2 that is reasonably required by persons engaged by a party in the performance of such party's obligations under the Contract;
 - 20.2.3 where a party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of clause 20.1;
 - 20.2.4 by the Council of any document to which it is a party and which the parties to the Contract have agreed contains no commercially sensitive information;
 - 20.2.5 to enable a determination to be made under Section 9 (Dispute resolution);
 - 20.2.6 which is already lawfully in the possession of the receiving party prior to disclosure by the disclosing party;
 - 20.2.7 by the Council to any other department, office or agency of the Government; and
 - 20.2.8 by the Council relating to the Contract and in respect of which the Service Provider has given its prior written consent to disclosure.
- 20.3 The Service Provider acknowledges that the Council is subject to transparency obligations which require the Council to publish certain contract information and materials. Accordingly, and notwithstanding any other term of the Contract, the Service Provider hereby gives its consent for the Council to publish the Contract and its schedules and appendices in its entirety, including from time to time agreed changes to the Contract (save and except such

matters as the Council is by Law able to exclude as being confidential, commercially sensitive, or otherwise not in the public interest to disclose), to the general public in whatever form the Council decides. The Service Provider shall render such assistance and cooperate with the Council to enable such publication, including, if the Council so requires, assisting the Council at no additional costs to the Council in the redaction of such contract documents prior to publication to eliminate material considered confidential, commercially sensitive, or otherwise not in the public interest to disclose.

- 20.4 Subject to clauses 22 (Data Protection) and 23 (Data Processor Obligations), on or before the Expiry Date the Service Provider shall ensure that all documents and / or computer records in its possession, custody or control which contain information relating to any of the Council's Representatives, Council Premises or Council customers including any documents in the possession, custody or control of any Sub-Contractor, are delivered up to the Council or securely destroyed.

21 FREEDOM OF INFORMATION

- 21.1 The Service Provider shall, at no additional cost to the Council, co-operate promptly with the Council's reasonable requests for assistance in complying with its disclosure obligations under the Information Laws, provided that where the Council receives a request for information relating to the Contract which the Council reasonably considers to be commercially sensitive and/or confidential, where reasonably practicable, the Council shall not disclose the same without first:
- 21.1.1 notifying the Service Provider in writing; and
 - 21.1.2 allowing the Service Provider a reasonable opportunity (taking into account timescales set by Law) to make representations to the Council as to disclosure of such information.
- 21.2 Notwithstanding any other provision of the Contract, the Council shall have absolute discretion as to whether to apply or not to apply any exemptions under the Information Laws.
- 21.3 In no event shall the Service Provider respond directly to a request for information unless expressly authorised to do so by the Council.

22 DATA PROTECTION

- 22.1 Both parties shall, and the Service Provider shall procure that its Representatives shall, observe all their obligations under the Data Protection Legislation which arise in connection with the performance of the Contract.
- 22.2 The Service Provider shall, and shall procure that its Representatives shall, perform its obligations under the Contract in such a way as to ensure that it does not cause the Council to breach any of the Council's obligations under the Data Protection Legislation.
- 22.3 The Service Provider shall be liable for and shall indemnify (and keep indemnified) the Council against each and every action, proceeding, liability, cost, claim, loss, expense (including legal fees) incurred by the Council which arise from the Service Provider's breach of its obligations under the Data Protection Legislation, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any part of the Data Protection Legislation by the Service Provider and/or its Representatives.
- 22.4 The parties agree that, where the Contract Particulars dis-apply clause 22 (Data Protection Obligations), the Service Provider shall enter into a separate data sharing agreement with the Council, on terms stipulated by the Council.
- 22.5 The provisions of this clause 21 shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

23 DATA PROCESSOR OBLIGATIONS

- 23.1 With respect to the parties' rights and obligations under the Contract, to the extent that the

Service Provider in delivering the Services to the Council acts as a Data Processor for the Council as Data Controller the following provisions of this clause 22 shall apply. A description of the Personal Data processed by the Service Provider and the processing activities undertaken by the Service Provider is set out in Schedule D (Data Processing Activities).

- 23.2 In respect of Personal Data, the Service Provider shall and shall procure that its Representatives shall:
- 23.2.1 solely process the Personal Data for the purposes of fulfilling its obligations under the Contract and in compliance with the Council's written instructions;
 - 23.2.2 notify the Council immediately if any instructions of the Council relating to the processing of Personal Data are unlawful;
 - 23.2.3 not transfer to or access any Personal Data from a country outside of the United Kingdom without the Council's prior written consent;
 - 23.2.4 comply with the Council's instructions in relation to transfers of Personal Data to a country outside of the United Kingdom unless the Service Provider is required pursuant to applicable Laws to transfer Personal Data outside the United Kingdom, in which case the Service Provider shall inform the Council in writing of the relevant legal requirement before any such transfer occurs unless the relevant Law prohibits such notification on important grounds of public interest;
 - 23.2.5 ensure the reliability of any Staff who have access to the Personal Data and ensure that all such Staff are subject to legally binding obligations of confidentiality in relation to the Personal Data;
 - 23.2.6 ensure that none of the Service Provider's Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Council;
 - 23.2.7 not engage any Sub-Contractor to carry out any processing of Personal Data without the prior written consent of the Council provided that notwithstanding any such consent the Service Provider shall remain liable for compliance with all the requirements of the Contract including in relation to the processing of Personal Data;
 - 23.2.8 ensure that obligations equivalent to the obligations set out in this clause 23 are included in all contracts between the Service Provider and permitted Sub-Contractors who will be processing Personal Data and who have been approved in accordance with clause 23.2.7;
 - 23.2.9 take appropriate technical and organisational measures against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data taking into account the harm that might result from such unauthorised or unlawful processing, loss, destruction or damage and the nature of the Personal Data to be protected including without limitation, all such measures that may be required to ensure compliance with the Data Protection Legislation;
 - 23.2.10 upon request provide a written description of the technical and organisational measures employed by the Service Provider pursuant to clause 23.2.9 (within the timescales required by the Council) and if the Council does not consider that such measures are adequate to enable compliance with the Data Protection Legislation, implement such additional measures as may be specified by the Council (acting reasonably) to ensure compliance;
 - 23.2.11 taking into account the nature of the data processing activities undertaken by the Service Provider, provide, at no cost to the Council, all possible assistance and co-operation (including without limitation putting in place appropriate technical and organisational measures) to enable the Council to fulfil its obligations to respond to requests from individuals exercising their rights under the Data Protection Legislation, including (without limitation):
 - 23.2.11.1 notifying the Council within two (2) Working Days, of receiving any request from a Data Subject exercising their rights under the Data Protection Legislation;
 - 23.2.11.2 complying with the Council's instructions in relation to complying with the Data Subject's rights under the Data Protection Legislation, which may

include (without limitation) providing notices to Data Subjects in a format specified by the Council, rectifying inaccurate Personal Data, ceasing or restricting processing of Personal Data, providing access to Personal Data, permanently deleting or securely destroying Personal Data and providing copies of Personal Data in a format specified by the Council;

- 23.2.12 maintain a record of the Service Provider's processing activities in accordance with the requirements of the Data Protection Legislation;
- 23.2.13 assist the Council, at no cost to the Council, in ensuring compliance with the obligations set out in Articles 32 to 36 (inclusive) of the General Data Protection Regulation (or any equivalent legislation in the UK or any subsequent legislation) taking into account the nature of the data processing undertaken by the Service Provider and the information available to the Service Provider, including (without limitation):
 - 23.2.13.1 providing information and assistance upon request to enable the Council to notify Data Security Breaches to the Supervisory Authority and/or to affected individuals and/or to any other regulators to whom the Council is required to notify any Data Security Breaches; and
 - 23.2.13.2 providing input into and carrying out Data Protection Impact Assessments in relation to the Service Provider's data processing activities;
- 23.2.14 ensure that it has in place appropriate technical and organisational measures to ensure that processing of Personal Data carried out by the Service Provider in connection with the Contract meets the requirements of the Data Protection Legislation and ensures protection of the rights of individuals under the Data Protection Legislation;
- 23.2.15 notify the Council immediately and in any event within twenty-four (24) hours in writing if:
 - 23.2.15.1 the Service Provider or any Sub-Contractor engaged by or on behalf of the Service Provider suffers a breach of security leading to the accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to, Personal Data; or
 - 23.2.15.2 the Service Provider or any Sub-Contractor engaged by or on behalf of the Service Provider receives any Data Security Breach notification, complaint, notice or communication which relates directly or indirectly to the processing of the Personal Data or to either party's compliance with the Data Protection Legislation,and in each case the Service Provider shall provide full co-operation, information and assistance to the Council in relation to any such Data Security Breach, complaint, notice or communication at no cost to the Council;
- 23.2.16 upon termination of the Contract, at the discretion of and at no cost to the Council, delete securely or return all Personal Data to the Council and delete all existing copies of the Personal Data unless and to the extent that the Service Provider is required to retain copies of the Personal Data in accordance with applicable Laws in which case the Service Provider shall notify the Council in writing of the applicable Laws which require the Personal Data to be retained. In the event the Personal Data is deleted or destroyed by the Service Provider, the Service Provider shall provide the Council with a certificate of destruction evidencing that the Personal Data has been destroyed or deleted.
- 23.2.17 make available to the Council at no cost to the Council all information necessary to demonstrate compliance with the obligations set out in this clause 23 and, upon request, allow the Council, the Supervisory Authority and its Representatives access to the Service Provider's Premises, records and Personnel for the purposes of assessing the Service Provider's compliance with its obligations under this clause 23; and
- 23.2.18 indemnify the Council from and against all costs, expenses (including legal and other professional fees and expenses), losses, damages and other liabilities or whatever

nature (whether contractual, tortious or otherwise) suffered or incurred by the Council and arising out of or in connection with any breach by the Service Provider or any Sub-Contractors of this clause 23, including (for the avoidance of doubt) any fines imposed by the Supervisory Authority on the Council in relation to a Data Security Breach, where such breach is caused wholly or in part by the Service Provider.

- 23.3 The provisions of this clause 23 shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

24 INTELLECTUAL PROPERTY RIGHTS

- 24.1 Save as expressly granted under the Contract, neither the Council nor the Service Provider shall acquire any right title or interest in any Intellectual Property Rights vested in or licensed to the other party prior to or independently of the performance by the relevant party of its obligations under the Contract.
- 24.2 The Service Provider agrees that the Intellectual Property Rights under its reasonable control in any and all documents, drawings, designs, databases, data or other material in any format created by the Service Provider in the course of and for the purpose of providing the Services on behalf of the Council shall be assigned to the Council. The Service Provider shall execute or cause to be executed all deeds, documents and acts required to vest such Intellectual Property Rights in the Council.
- 24.3 The Service Provider shall indemnify the Council against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have resulted directly from the Council's failure properly to observe its obligations under this clause 24.3.

SECTION 8 – PERSONNEL

25 PERSONNEL

- 25.1 The Service Provider shall ensure that all individuals employed or engaged in connection with the Services are of suitable character and are appropriately qualified, trained and experienced in the area of work which they are to perform.
- 25.2 The Service Provider shall ensure that there are at all times an adequate number of individuals employed or engaged to provide the Services in accordance with the Contract.

26 EQUAL OPPORTUNITIES AND HUMAN RIGHTS

- 26.1 In the performance of the Services and in its dealings with Council employees, customers and members of the general public, the Service Provider shall, as if it were a public body, comply and shall ensure that its Representatives comply with:
- 26.1.1 the Human Rights Act 1998
 - 26.1.2 all Laws relating to equal opportunities and shall have an equal opportunities policy; and
 - 26.1.3 the Council's equal opportunities policies and procedures as may be adopted and amended from time to time and as notified to the Service Provider.

27 EMPLOYMENT EXIT PROVISIONS

- 27.1 Where a Subsequent Transfer constitutes a Relevant Transfer then the Council or New Service Provider will inherit liabilities in respect of the Relevant Employees with effect from the relevant Service Transfer Date.
- 27.2 The Service Provider shall and shall procure that any Sub-Contractor shall:

- 27.2.1 on request from the Council on a date not more than six (6) months immediately preceding the expiry of the Contract and/or any review date; and/or
 - 27.2.2 on receiving notice of termination of the Contract (on whatever grounds and in whatever circumstances) or otherwise; and/or
 - 27.2.3 at such times as required by TUPE,
- 27.3 provide promptly (and in any event within fourteen (14) days of request) and at no cost to the Council, in respect of any person engaged or employed by the Service Provider or any Sub-Contractor in the provision of the Services, the Service Provider's Provisional Staff List and the Staffing Information together with any additional information required by the Council (notwithstanding this may be beyond the information required to be provided under TUPE), including information as to the application of TUPE to the employees. The Service Provider shall notify the Council, within fourteen (14) days of the event (and in any event before the Service Transfer Date), of any material changes to the information supplied, discovery of further relevant information or on receipt of a request for or clarification or amplification by the Council.
- 27.4 At least twenty eight (28) days prior to the Service Transfer Date, the Service Provider shall and shall procure that any Sub-Contractor shall prepare and provide to the Council and/or, at the direction of the Council, to the New Service Provider, the Service Provider's Final Staff List, which shall be complete and accurate in all material respects. The Service Provider's Final Staff List shall identify which of the Service Provider's and Sub-Contractor's personnel named are Relevant Employees.
- 27.5 The Council shall be permitted to use and disclose the Service Provider's Provisional Staff List, the Service Provider's Final Staff List and the Staffing Information for informing any tenderer or other prospective New Service Provider for any services that are substantially the same type of services as (or any part of) the Services.
- 27.6 The Service Provider warrants to the Council and any New Service Provider that the Service Provider's Provisional Staff List, the Service Provider's Final Staff List, the Employee Liability Information and the Staffing Information (the **"TUPE Information"**) will be true and accurate in all material respects and that no persons are employed or engaged in the provision of the Services other than those included on the Service Provider's Final Staff List.
- 27.7 The Service Provider shall and shall procure that any Sub-Contractor shall ensure at all times that it has the right to provide the TUPE Information under Data Protection Legislation.
- 27.8 The Council regards compliance with this paragraph 26 as fundamental to the Contract. In particular, failure to comply with paragraphs 26.2 and 26.3 in respect of the provision of accurate information about the Relevant Employees shall entitle the Council to suspend payment of the Contract Price until such information is provided. The maximum sum that may be retained under this paragraph 2.7 shall not exceed to an amount equivalent to the Contract Price that would be payable in the three (3) month period following the Service Provider's failure to comply with paragraphs 26.2 or 26.3, as the case may be.
- 27.9 Any change to the TUPE Information which would increase the total employment costs of the staff in the six (6) months prior to termination of the Contract shall not (so far as reasonably practicable) take place without the Council's prior written consent, unless such changes are required by law. The Service Provider shall and shall procure that any Sub-Contractor shall supply to the Council full particulars of such proposed changes and the Council shall be afforded reasonable time to consider them.
- 27.10 In the six (6) months prior to expiry or termination of the Contract or from the date of service of a termination notice of the Contract, the Service Provider shall not and shall procure that any Sub-Contractor shall not materially increase or decrease the total number of staff listed on the Service Provider's Provisional Staff List, their remuneration, or make any other change in the terms and conditions of those employees or transfer or remove from the performance of the services any supervisory or managerial personnel without the Council's prior written consent (such consent not to be unreasonably withheld or delayed).
- 27.11 The Service Provider shall indemnify and keep indemnified in full the Council and each and every New Service Provider against all Employment Liabilities arising from or connected with:
- 27.11.1 any person who is or has been employed or engaged by the Service Provider or any

Sub-Contractor in connection with the provision of any of the Services; or

- 27.11.2 any trade union or staff association or employee representative (where such claim arises as a result of any act, fault or omission of the Service Provider and/or any Sub-Contractor),
 - 27.11.3 any failure by the Service Provider and/or any Sub-Contractor to comply with any legal obligation, whether under regulation 13 or 14 of TUPE or any award of compensation under regulation 15 of TUPE, under the Acquired Rights Directive or otherwise and, whether any such claim arises or has its origin before or after the Service Transfer Date.
 - 27.11.4 any failure by the Service Provider or any Sub-Contractor to supply or delay in supplying the Staffing Information, the Service Provider's Provisional Staff List, the Service Provider's Final Staff List and the Employee Liability Information and any other information herein required (or inaccuracy or incompleteness of the same) or to inform and consult in accordance with TUPE;
 - 27.11.5 any failure on the part of the Service Provider or any Sub-Contractor to provide the Relevant Employees with any benefit of any nature including Appropriate Pension Provision or failure to make all due payments to the Relevant Employees or Pension Fund;
 - 27.11.6 any failure or omission of any legal or statutory obligation on the Service Provider;
 - 27.11.7 any claim by any Relevant Employee arising out of any personal injury or injury at work of whatever nature prior to the termination of the Contract; and
 - 27.11.8 any other obligations of or arising under the Contract,
- whether any such claim arises on or after the Service Transfer Date if it has its origins before such date.
- 27.12 The parties shall co-operate to ensure that any requirement to inform and consult with the employees and or employee representatives in relation to any Relevant Transfer as a consequence of a Subsequent Transfer will be fulfilled.
 - 27.13 The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall apply to paragraphs 26.2 to 26.11, to the extent necessary to ensure that any New Service Provider shall have the right to enforce the obligations owed to, and indemnities given to, the New Service Provider by the Service Provider or the Council in its own right under section 1(1) of the Contracts (Rights of Third Parties) Act 1999.
 - 27.14 Despite paragraph 26.12, it is expressly agreed that the parties may by agreement rescind or vary any terms of the Contract without the consent of any other person who has the right to enforce its terms or the term in question despite that such rescission or variation may extinguish or alter that person's entitlement under that right.

SECTION 9 – DISPUTE RESOLUTION

28 REFERRAL TO OFFICERS AND SENIOR REPRESENTATIVES

- 28.1 If any dispute arises out of or in connection with the Contract, the parties shall promptly notify each other of the matter in dispute (“**Dispute**”), which shall in the first instance be referred to the Council and the Service Provider's Manager who shall use all reasonable skill, care and diligence to ensure that they receive the views of all parties and consider all solutions proposed with the objective of resolving the dispute and achieving an agreed solution.
- 28.2 Where the Council and the Service Provider's Manager do not achieve within fourteen (14) days of notification of a Dispute a solution acceptable to all parties involved, and provided no right of termination has been exercised, then senior representatives of both parties shall meet promptly, and in any event within twenty one (21) days of notification of the Dispute, in good faith to discuss and seek to resolve the Dispute.
- 28.3 The Service Provider agrees that the provision of the Services shall not be affected or suspended in the event of and during any Dispute.

29 MEDIATION

- 29.1 In the event that the Dispute cannot be resolved by negotiation or conciliation under clauses 28.1 and 28.2 within two (2) Months, or such other period as may be determined by the Council at its absolute discretion, both parties shall attempt to settle it by Mediation.
- 29.2 If the parties fail to resolve the Dispute by mediation within two (2) Months of the Mediator being appointed, or such longer period as may be agreed between the parties, then any dispute or difference between them may be referred to the courts pursuant to clause 32.19 (Governing Law and Jurisdiction).

SECTION 10 – TERMINATION

30 EXPIRY & TERMINATION

- 30.1 The Contract shall expire automatically on the Expiry Date unless it shall have been terminated earlier in accordance with its terms. For the avoidance of doubt the Service Provider shall not be entitled to any compensation on such expiry.
- 30.2 The Council may terminate the Contract by giving notice in writing to the Service Provider, such notice to expire at any time. The amount of notice required is as set out in the Contract Particulars. For the avoidance of doubt the Service Provider shall not be entitled to any compensation on such expiry.
- 30.3 The Council may terminate the Contract with immediate effect by notice in writing to the Service Provider on or at any time if the Service Provider:
- 30.3.1 becomes Insolvent;
 - 30.3.2 commits a breach of any of its obligations under the Contract which: (1) materially and adversely affects the performance of the Services; (2) may or will cause a health and safety risk or (3) results in damage to the reputation of the Council provided that if such breach is in the reasonable opinion of the Council capable of remedy, the Council may only terminate the Contract under this clause 30.3.2 if the Service Provider has failed to remedy such breach within thirty (30) days (or such shorter timescale as the Council specifies and is reasonable in the circumstances) after receipt of written notice from the Council to remedy the breach;
 - 30.3.3 commits a Persistent Default;
 - 30.3.4 commits a Prohibited Act;
 - 30.3.5 fails to achieve any KPI for two (2) consecutive Measurement Periods;
 - 30.3.6 fails to provide the Services during a continuous period of seven (7) days or for a total period of ten (10) days in any three (3) Month period during the Contract Period other than as a result of a Force Majeure Event; or
 - 30.3.7 fails to obtain or loses any Necessary Consent or has any Necessary Consent varied or restricted the effect of which might reasonably be considered by the Council to have a material adverse affect in the performance of the Services.
 - 30.3.8 makes an assignment or novation of this Contract in breach of clause 32.9 (Assignment or Novation) or sub contracts the Services or any part of the Services in breach of clause 32.10 (Sub-Contracting);
 - 30.3.9 breaches any of its obligations under clause 17 (Insurance);
 - 30.3.10 undergoes a change of control within the meaning of section 1124 of the Corporation Tax Act 2010 to which the Council reasonably objects.
- 30.4 If a Force Majeure Event prevents either party from performing its obligations under the Contract in any material respect for such period as is set out in the Contract Particulars then, provided the notification requirements set out in clause 32.14 (Force Majeure) have been met, without prejudice to any accrued rights or remedies under the Contract, either party may terminate the Contract by notice in writing to the other party having immediate effect.

- 30.5 The Council may terminate the Contract, in whole or in part, by giving such period of notice as the Council reasonably considers is necessary in the circumstances, in writing, to the Service Provider if it reasonably believes that any of the circumstances set out in regulation 73(1)(a) or 73(1)(c) of the Public Contracts Regulations 2015 apply, such notice to expire at any time. For the avoidance of doubt the Service Provider shall not be entitled to any compensation on such termination.

31 EFFECT OF TERMINATION OR EXPIRY & DUTY TO CO-OPERATE

- 31.1 Where the Contract is terminated the Council shall not be required to make further payments under the Contract until the costs, loss and/or damage due under the Contract have been calculated and when such payment become due the Council shall be entitled to withhold from such payments the costs, loss and/or damages due to it under the Contract; and
- 31.2 The Service Provider shall co-operate fully with the transfer of responsibility for the Services (or any of the Services) to any New Service Provider undertaking such services, the same or similar to the Services.

SECTION 11 – GENERAL

32 GENERAL

- 32.1 If the Service Provider or anyone acting on its behalf or to its knowledge (whether such person is a Service Provider Representative or a Council Representative) commits any Prohibited Act in relation to the Contract or any other agreement with the Council or in relation to any matter or activity pertaining to any public body in the United Kingdom, the Service Provider shall promptly inform the Council of the occurrence of such Prohibited Act and render all such assistance to the Council as the Council may reasonably require in investigating such acts.
- 32.2 The Service Provider acknowledges that the Council has a duty under the Counter Terrorism and Security Act 2015 (“**CTSA 2015**”) to have due regard to the requirement to prevent people from being drawn into terrorism. The Service Provider shall, and shall procure that its Representatives shall, give all reasonable assistance and support to the Council in meeting its duty as a specified authority pursuant to the CTSA 2015 (and all regulations made thereunder) and the Service Provider shall have regard to the statutory guidance issued under section 29 of the CTSA 2015.
- 32.3 In performing its obligations under the Contract, the Service Provider shall:
- 32.3.1 comply with all applicable labour, employment, anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015;
 - 32.3.2 not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4, of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the UK;
 - 32.3.3 include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this Clause 32.3; and
 - 32.3.4 notify the Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.
- 32.4 Subject to clause 27 (Employment Exit Provisions), it is agreed for the purposes of the Contracts (Rights of Third Parties) Act 1999 that the Contract is not intended to, and does not, give to any person who is not a party to the Contract any rights to enforce any provisions contained in the Contract.
- 32.5 The provisions of the Contract are binding on any successors in title of the parties.
- 32.6 Any notice required by the Contract to be given by either party to the other shall be in writing and shall be served personally or by sending it by both email and registered post or recorded / signed for delivery to the appropriate address notified to each other. Any notice served personally will be deemed to have been served on the day of delivery, any notice sent by email and post will be deemed to have been served forty eight (48) hours after it was posted

save where the deemed date of service falls on a day other than a Working Day in which case the date of service will be the following Working Day.

- 32.7 The Service Provider and its Sub-Contractors shall not be or be deemed to be an agent of the Council and the Service Provider and its Sub-Contractors shall not hold itself out as having authority or power to bind the Council in any way, other than expressly conferred by the Contract.
- 32.8 Nothing in the Contract shall be construed as creating a partnership within the meaning of the Partnership Act 1890, or as a contract of employment between the Service Provider and the Council.
- 32.9 The Service Provider shall not assign, novate or otherwise dispose of any of its rights or benefits under the Contract other than with the prior written consent of the Council, which consent the Council may in its absolute discretion refuse and/or grant on terms.
- 32.10 The Service Provider shall not be entitled to sub-contract, sub licence or otherwise dispose of the provision of the Services or any part thereof without the prior written consent of the Council.
- 32.11 In the event that the Service Provider enters into any Sub-contract in connection with the Contract it shall:
- 32.11.1 remain responsible to the Council for the performance of its obligations under the Contract notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;
 - 32.11.2 impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to the Contract and shall procure that the Sub-Contractor complies with such terms; and
 - 32.11.3 provide a copy, at no charge to the Council, of any such sub-contract on receipt of a request for such by the Contract Manager.
- 32.12 No term or provision of the Contract shall be considered as waived by any party unless a waiver is given in writing by that party and specifically states that it is a waiver of such term or provision. No waiver shall be a waiver of a past or future Default or breach, nor shall it amend, delete or add to the terms, clauses or provisions of the Contract unless (and then only to the extent) that it is expressly stated in that waiver.
- 32.13 Each party shall use all reasonable endeavours to ensure that any formal public statements made by a party as to each other's activities or the performance of the Contract shall only be made after consultation with the other party, except as required otherwise by Law. Neither party shall make use of the other party's logo without their express permission.
- 32.14 A party who becomes aware of a Force Majeure Event which gives rise to, or which is likely to give rise to any failure or delay in performing its obligations under the Contract shall forthwith notify the other and shall inform the other of the period for which it is estimated that such failure or delay will continue. The affected party shall take all reasonable steps to mitigate the effect of the Force Majeure Event.
- 32.15 This Contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate or original, but all the counterparts shall constitute the one agreement. Transmission of an executed counterpart of this Contract (but for the avoidance of doubt not just a signature page) by email (in PDF, JPEG or other agreed format) shall take effect as delivery of an executed counterpart of this Contract. If the method of delivery is adopted, without prejudice to the validity of the agreement thus made, each party shall provide the others with the original of such counterpart as soon as reasonably possible.
- 32.16 If any provision of the Contract shall become or shall be declared by any court of competent jurisdiction to be invalid or unenforceable in any way, such invalidity shall not impair or affect any other provision all of which shall remain in full force and effect.
- 32.17 With the exception of any agreement required under clause 22.4, the Contract constitutes the entire agreement between the parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, save that this clause 32.17 shall not exclude liability in respect of any fraudulent misrepresentation.

- 32.18 Termination of the Contract for any reason shall not affect this clause 32.18 and the following clauses or sections, which shall continue in force after such termination: clause 1 (Definitions and interpretation), clause 11 (Service Provider's Records), section 6 (Warranties and Acknowledgements), clause 20 (Confidentiality and Transparency), clause 21 (Freedom of Information), clause 22 (Data Protection), 23 (Data Processor Obligations), clause 27 (TUPE), section 9 (Dispute Resolution), section 10 (Termination), clause 32.6 (Notices), clause 32.9 (Assignment), clauses 32.10 and 32.11 (Sub-Contracting), clause 32.19 (Governing Law and Jurisdiction) and, where applicable, any provisions relating to disputed sums and set off set out in Schedule B (Payment Schedule).
- 32.19 If applicable to the Services under this Contract, the Service Provider shall ensure compliance with the Public Sector Bodies (Websites and Mobile Applications) (No.2) Accessibility Regulations 2018, as amended from time to time, throughout the Contract Period. If the Service Provider fails to comply with such Regulations, and this results in loss or liability by the Council, the Service Provider shall indemnify the Council for all reasonable losses.
- 32.20 The parties agree that the Contract shall be construed in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

Specification of Requirement

INTRODUCTION

This Brief sets out the requirements for the commissioning of Interpretation Design for the A Garden Fit for a King; Reawakening Brighton's Royal Estate Phase 2 project.

Brighton & Hove City Council & Brighton & Hove Museums (the Client) wish to appoint a suitably experienced Interpretation Design Team for the above project. The design predominantly focusses on signage and panels and will incorporate a digital app/website to compliment these elements. As such the services should include 3D design, 2D design and AV design, and it may be appropriate for you to include different specialists within your team.

The Client has completed the Development Phase and are in the project Delivery Stage.

The Royal Pavilion Estate is the city of Brighton & Hove's cultural heart, and the Royal Pavilion is an internationally recognised emblem. Uniquely combining a historic royal palace and Regency Garden, a museum and art gallery and three performing arts spaces, the two custodians of the estate Brighton & Hove Museums (B&HM) and Brighton Dome & Brighton Festival (BD&BF), are coming together with Brighton & Hove City Council (BHCC), in a cross-cultural partnership to reinvigorate and reconnect this historic estate through the implementation of an estate wide masterplan.

This project relates to Phase Two of the masterplan for the Royal Pavilion Estate. The design will focus on the conservation and improvement of the garden to enhance environmental sustainability and to attract a wider range of people and to ensure there are more opportunities for use and community involvement. The Garden comprises 3.3ha of paths, lawns, shrubberies, garden beds and ancient trees. Importantly it comprises the setting, and is the access point, for the Royal Pavilion and Brighton Museum & Art Gallery. The Estate contains many historic listed buildings and features:

- Royal Pavilion Garden (Grade II)
- Royal Pavilion (Grade I)
- Brighton Museum & Art Gallery (Grade II*)
- Brighton Dome Theatre (Grade I)
- Corn Exchange (Grade II)
- Northgate House (Grade II*)
- India Gate (Grade II)
- William IV Gate (Grade II*)
- 19 William IV Lamp posts (Grade II)

At present the garden is a partially restored John Nash designed Regency Garden (listed Grade II). It has recently been placed on Historic England's Heritage at Risk Register due to its deteriorating condition which is a result of overuse, anti-social behaviour and lack of investment.

The design will focus on the conservation and improvement of the Garden to enhance environmental sustainability and to attract a wider range of people and to ensure there are more opportunities for use and community involvement.

Aims

The key aims of the Phase Two project are to address the following:

- Interpretation of the heritage and natural environment is poor or non-existent. We will help people discover this heritage through new information onsite and online, and a creative programme of events, tours and activities.
- There are no learning sessions, resources or facilities focused on the Garden. We will create a new learning programme and outdoor learning space for children and young people.
- Local communities have very little opportunity to engage with the Garden. We will extend our excellence in community engagement to the Garden, focused on communities neighbouring the Estate and developing new community partners to engage people with health issues.
- The Garden's infrastructure is in poor condition and historic character is being lost. We will conserve and restore many features including the listed lamp posts and balustrade, reinstate historic beds, restore worn paths and lawns, and improve lighting, drainage, recycling, and seating.
- Entrances are underwhelming and unwelcoming – there is no sense of arrival on a royal estate. We will overhaul all the entrances, and install new gates, wayfinding and signage.
- People with disabilities face barriers to accessing and enjoying the Garden. We will act on the recommendations of our access audit, including installing a new Changing Places toilet.
- Volunteering opportunities are very limited in scope and audience. A new gardener and apprentices will increase our skills, capacity and resources to involve more volunteers in the Garden, as well as in archiving and recording.
- We will research, catalogue, conserve and digitise the archive for wider public access.
- Climate change and heavy use threatens the Garden's trees, planting and ecology. Our changes will include more efficient irrigation, drought resistant planting, protection of the roots of our heritage elm trees, and promotion of local biodiversity.
- Anti-social behaviour threatens the safety of the fragile Royal Pavilion and Estate buildings and impacts on and deters garden users. We will improve security by reinstating a coherent boundary.
- The Garden's profile and place in garden history is low. Our improvements, interpretation, marketing, branding, and programming will make it a key heritage destination.

Audiences

This project will transform the way we engage audiences with the heritage of the Garden. It represents a fundamental shift in our approach, treating and valuing the garden as one of our historic sites, alongside the Royal Pavilion and museums, and therefore investing in its

conservation, interpretation and programming. As a result, more people will have the chance to discover the Garden's heritage through information boards, online resources, audio guides, tours, talks and events.

After reviewing the consultation findings, the Activity Plan consultants suggested that we broaden the target audiences for the project. The initial target was people with disabilities, children and young people, especially from the local wards surrounding the garden and people with mental health problems. This has now changed to:

- People with disabilities
- People with poor mental health
- Families and adults on low incomes
- Young people

The Project Team

The Client has already procured the following consultants for delivery phase:

- Quantity Surveyor (Huntley Cartwright)
- Design Team (lead by Landscape Architect Allen Scott, including Principal Designer, Conservation Architect, Structural Engineer, MEP Engineer)
- Landscape Management and Maintenance Planning, with Business Plan (Land Use Consultants)
- Evaluation Plan Consultant

The following are being procured:

- Project Manager and Contract Administrator
- Interpretation Designer
- Clerk of Works

The Client will also make some staff appointments to help deliver the Activity Plan.

Statement of Requirements

Overview – *what it is that we require*

The Consultant shall provide the Services described with an excellence of service as expected of a competent, professional person of the relevant discipline. The Consultant is expected to

have experience of carrying out such services in relation to works of similar size, scope and nature to the proposed works.

This appointment is for the entire Delivery phase.

The employer will be Brighton & Hove City Council. The Consultant appointment will be as detailed at Appendix A of this document.

The period of contract will be from contract start date to End of Defects (12 months after Practical Completion.). Practical Completion is currently forecast to be October 2027.

It is anticipated that the project will be delivered. However, it cannot be ruled out that it will stop at RIBA 4 (for example if the works exceed the budget). To allow for this possibility the employer will have the option to end the contract at this stage.

Site Visits

A site visit can be arranged by submitting a request via the E-tendering portal. The site visit will be led by Chloe Tapping, Head of Collections & Consultation, Brighton & Hove Museums, and the time and date are to be agreed between the parties.

Deadline to book in a site visit will be Thursday 29th May 2025 at 5pm.

Criteria – specific requirements of this assignment

The Consultant will:

- Develop the interpretation design (3D, 2D, AV) including drawings, specifications and graphic schedule to obtain quotes from a Contractor (Fit Out Contractor/ Graphics Printer/ AV producer).
- Work with the Client Team (particularly the Content Developer/ Researcher within the B&HM team) to achieve the Scope of Work and Deliverables.
- Liaise with the Landscape Architect to ensure that the design is integrated including liaison on appropriate colours and materials to support the overall look and feel.
- Ensure the designs are within the allocated budget and check design development (e.g. advise on costs and seek initial quotes for information).
- Provide in digital format all documents and other records necessary for the proper performance of the Services, i.e. anything to be able to be used across multiple platforms.
- Provide information to the Client and to the Contractor(s) to enable them to carry out their respective duties.
- Attend all meetings called by the Client given reasonable prior notice and give the Client reasonable prior notice of and invite them to attend all meetings called by the Interpretation Designer.
- Be expected to present the Design to the Client at the agreed date (to be discussed).
- Assist and provide information as required by the Client.
- Work throughout the design development process to ensure that design requirements are met under Construction Design and Management Regulations 2015.
- Ensure the Equality Act 2010 and access industry standards are adhered to.

- Adhere to Change Control Procedure, if required.
- Participate in value engineering and risk mitigation exercises.

Additional (Out-of-Scope) Services

The Client may from time to time in writing instruct the Interpretation Designer to carry out the following services set out in Paragraphs 2 to 6 (inclusive). Such services are out-of-scope, and, accordingly, shall attract an additional fee computed in accordance with the Rates Schedule unless they are required due to the fault of the Graphic Designer or those acting on their behalf.

These fees shall be agreed in advance of any work being carried out and may include the following:

- Modify and review any design, specification, drawing or other document prepared in whole or in part by the Designer following a significant change to the project brief.
- Provide such services which are not included in the Scope of Work as may be necessary if at any time, before the completion of the Project or any part thereof, any materials, plant or equipment, whether incorporated in the Project or not, shall be materially damaged or destroyed.
- Perform such other duties which are not included in the Scope of Work as may be reasonably requested by the Client to secure the successful completion of the Project.
- Provide such assistance as the Client may reasonably require in pursuing each and every remedy which the Client may have against the Contractor(s) or Consultants following the issue of any writ or notice of arbitration, provided the Designer is not otherwise party to such proceedings.
- Provide such assistance as the Client may reasonably require in defending any claim made against them by the Contractor following the issue of any writ or notice of arbitration, provided the Designer is not otherwise party to such proceedings.

Work by others is as follows:

- Landscape Architectural design.
- Development of content including writing of text, selection of images, securing high resolution versions of images and copyright permissions.
- Interpretation production (by fit-out contractor/ graphics printer/ AV producer).

Work Stages and Deliverables

For ease of reference the Services have been divided into various stages as hereinafter provided but such division is not intended to, and shall not, limit or affect the designer's obligation generally to provide the Services as and when they may from time to time be necessary or appropriate for the proper and timely completion of the exhibition.

Design Development

- Analyse the Client's requirements and agree the Design Briefs (including 3D, 2D, AV*) with the Client.

- *Develop AV brief, advising on required packages and specialists to be appointed such as photographer, videographer etc. (an AV Design adviser may need to form part of your team).
- Visit the site and review architect/ contractor drawings to ascertain any critical dimensions.
- Review and develop the visitor journey with the Client.
- Develop options and agree final position of content, signage and other elements that need to be considered and incorporated into the design.
- Develop graphic treatment - to include materials, substrates, printing method, print sizes, fixing details, quantities.
- Demonstrate how 2D integrates with 3D, and how AV will work with the design.
- Indicate potential/suggested materials to be used.
- Design each interpretation and graphic element.
- Submit drawings and proposed graphic schedule including visuals, general arrangement, elevations, report on issues and assumptions and agree with the Client.
- Confirm required samples/ prototypes including those to be printed before a fit-out contractor/ graphics printer is appointed.
- Provide recommendations for additional content not supplied by the client e.g. illustrations to support the graphic concept and provide these items.

Procurement

- Issue design information to obtain quotes (if the works are over £10k we are required to seek at least three quotes).
- Review with the Client Lead, Project Manager and Landscape Architect the documents assembled for the invitations to quote and ensure that they include all design elements.
- Share quotes with the Client Lead, Project Manager and Landscape Architect and analyse quotes.
- Check information provided by fit-out contractor/ graphics printer/ AV producer covers all elements of the interpretation design.
- Allow for late changes to content and accommodate in drawings and schedules.
- Respond to contractor/ graphics printer queries.

Proofing/Printing/ Install

- Produce all graphic artwork.
- Check graphic artwork proofs.
- Attend workshops with the Client and contractor/ graphics printer to review design options.
- Agree AV production programme with AV producer and review as required, ensuring it is coordinated with physical elements (signage etc).
- Review and sign off any samples/ prototypes.

- In liaison with the Client, review and approve design information (drawings, specifications etc) provided by the check information provided by fit-out contractor/ graphics printer/ AV producer.
- Issue final graphic artwork to the fit-out contractor for print production (to be signed off by the Client).
- Provide drawings showing the position of the interpretation and graphics for the fit-out contractor/ graphics printer to install and advise on positioning on site if required.
- Make visits to site as may be necessary generally to inspect and record the progress and quality of the work being executed by the fit-out contractor/graphics printer and for the proper performance of the Services, in particular supervising the aesthetics and quality of production and installation of all interpretation and graphics.
- Inspect and advise on the compliance of materials delivered to site and off-site goods.
- Prepare defects and/or snagging lists and issue them to the Client and fit-out contractor.

Handover

- Review the Operation and Maintenance Manuals.
- Be available to respond to and provide solutions for emergency issues relating to the installation.
- Sign off any repairs or snagging work during defect period that relate to graphics.

Please note, any reports, design work and proposals issued by the supplier will become the property of the Client.

Performance Monitoring – how we will measure satisfactory performance

- Successful performance will depend on the extent to which The National Lottery Heritage Fund Approved Purposes are met.
- Effective integration with other aspects of the Project. E.g landscape design, activities.
- Delivery within contract budget
- High quality design work that can be installed within capital budget
- Effective communication with all stakeholders
- Removal of the Garden from the Heritage at Risk Register

Social Value

1. SOCIAL VALUE

1.1. The Council has a diverse and broad number of communities, both rural and urban and the needs and priorities of each are sometimes different. Some areas have high levels of deprivation whilst others are more isolated and require a different need to be addressed. The Councils supply chain forms a vital part of the delivery of services and also accounts for a large % of the Councils budget. We therefore see Social Value as an important contributor to ensuring that the money we spend creates additional value and positively affects social, economic and environmental needs specifically to the county.

1.2. We have therefore, to aid bidders in directing and optimising their Social Value offer, provided information on key initiatives or organisations within the county relevant to this procurement.

1.3. Bidders' attention is drawn to the Councils priorities detailed in this Specification, to determine the Social Value proposals which most closely align with the objectives of this procurement and contract.

In line with the Social Value Act 2012, Brighton & Hove City Council promotes the delivery of social, economic and environmental benefits for Brighton and Hove through its contracts. We seek solutions exceeding just delivering the technical requirements, and actively contributing to a thriving, inclusive city.

The Social Value Outcomes sought for this contract are:

Outcome 1: A Fair and Inclusive City

Suggested/example outputs:

- Create/share an action plan to increase diversity in your workforce.
- Policies/initiatives to support staff who have experienced violence and abuse.
- Sign the Armed Forces Covenant.
- Become a Disability Confident scheme employer.
- Increasing the skills of local cultural organisations by offering access to training and development opportunities, including sharing case studies/good practice.

Suggested outputs are provided for guidance only, the Council welcomes innovative outputs beyond those suggested, so long as they deliver on the outcomes.

The Provider will:

- Deliver these social value outcomes during the lifetime of the contract as stipulated in the Provider's Social Value Plan it submits with its bid.
- Evidence progress, impact made and achieved outcomes in a performance report to be emailed to the Council 1 week in advance of each Contract Management meeting and as a minimum on the anniversary of the start date of the contract.

The performance report shall include:

- A summary of the social value activities undertaken during the reporting period.
- Data and metrics demonstrating the impact of the activities on the local community.

- Any challenges encountered in delivering the social value outcomes and outputs.



17a Interpretation
Strategy.pdf



17b Interpretation
Interventions.pdf

SCHEDULE B – PAYMENT SCHEDULE

PRICING SCHEDULE GUIDANCE
<p>Prices should be quoted in £GBP unless stated otherwise.</p> <p>The Maximum Budget for the total lifetime of this contract - 3 Years + 1 Year = £77,510.00 exc VAT</p> <p>Prices should be exclusive of VAT.</p> <p>Value Added Tax will be paid, if applicable, at the prevailing rate of the day.</p> <p>All subcontractors and suppliers used in the delivery of this contract by the Supplier should be offered equivalent or better terms for payment.</p> <p>Payments will be made to the successful Supplier at the agreed rates, in GB pounds sterling, which are fixed prices and will not vary according to the situation and circumstances, unless agreed by the Council or its Authorised Officer.</p> <p>Your organisation must be able to send and receive invoices and payment electronically.</p> <p>No price variations shall be implemented by the Supplier without the written acceptance of such variations by the Council. Changes to the Price will only become effective when agreed and accepted in writing by the Council's Authorised Officer.</p> <p>The Council's standard payment terms are 30 days from receipt of a valid invoice. In accordance with PA 2023, Suppliers must also include a maximum of 30 days payment terms in any sub-contracts which wholly or substantially contribute to the performance of this public contract.</p>

PRICE SCHEDULE SUMMARY - GuM

	Total from Price Schedule	Number Required for Contract (including optional extensions) 1 = One Off Costs 4 = Contract Length (Apply to Annual Costs)	Total Contract Price
LI/RIBA 4 - Technical Design			
3D Design	£12,150.00	1	£12,150.00
2D Design	£12,000.00	1	£12,000.00
Co-creation Consultant	£5,000.00	1	£5,000.00
AV Software Consultant	£3,000.00	1	£3,000.00
LI/RIBA 4 - Technical Design Total	£32,150.00		£32,150.00
LI/RIBA 5-6 - Manufacturing, Construction, Handover			
3D Design	£9,300.00	1	£9,300.00
2D Design	£3,000.00	1	£3,000.00
LI/RIBA 5-6 - Manufacturing, Construction, Handover Total	£12,300.00		£12,300.00
LI/RIBA 7 - Defect period			
3D Design	£1,050.00	1	£1,050.00
LI/RIBA 7 - Defect period Total	£1,050.00	1	£1,050.00
Total Contract Cost (for Tender Evaluation)			£45,500.00

Daily rates for key personnel in the event of Out of Scope Services

£600 3D Designer - Associate Director
 £450 3D Designer - Senior Designer
 £300 2D Designer - Director
 £400 Co-creation Consultant - Director
 £300 AV Software Consultant - Project Manager
 £400 AV Software Consultant - Director
 £350 AV Software Consultant - Designer
 £350 AV Software Consultant - Developer

Assumptions: AV Consultant Fee for manufacturing and production to be included in £40,000 AV Budget.

SCHEDULE C – SERVICE PROVIDER QUOTE / TENDER / PROPOSAL AND CLARIFICATIONS

PART 1 – SERVICE PROVIDER QUOTE/TENDER/PROPOSAL

Bidder's Submission

Please Insert Bidder Name: GuM Studio

Questions 1a) – 1i) are for information only and not scored.
Question 2 will be assessed on a pass / fail basis.
Question 3 are for information purposes only and not scored.

1. Main Contact Details

- | | |
|--|--|
| a) Full Legal name of your business or organisation. | GuM Studio (exhibition design branch of Pringle Richards Sharratt Architects) |
| b) Name, telephone number and email of the primary point of contact who will be managing the contract on behalf of the service provider. | Anne Hooper
+44 (0)20 7793 2880
mail@gum.uk.com |
| c) If your organisation operates under a different trading or 'doing business as' name, please also specify the trading/DBA name. | N/A |
| d) Type of organisation (e.g. private limited company, partner, charity, sole trader). | Ltd |
| e) Registered Address. | Studio 4, 33 Stannary Street, London SE11 4AA |
| f) Address from which the services will be performed, if different from the above. | N/A |
| g) Company Registration or Charity Number and date of registration (and of any holding / parent company). | 03189549
23/04/1996
(note: all details pertain to Pringle Richards Sharratt) |

- h) Please specify if you intend to use subcontractors to deliver any part of the goods, services or works outlined in your bidder submission.

Yes

2. Insurance

Please confirm whether you already have, or can commit to obtain, prior to the award of the contract, the levels of insurance cover indicated below:

Public Liability Insurance (£10million)

Yes	No	Will Provide
-----	----	--------------

Employers Liability Insurance (£5 - 10million)

Yes	No	Will Provide
-----	----	--------------

**There is a legal requirement for certain employers to hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. See the Health and Safety Executive website for more information: www.hse.gov.uk/pubns/hse39.pdf*

3. Experience

As part of your quality submission will you be able to provide three different case studies, that demonstrate experience of providing interpretation design services on the following type of projects. Please indicate whether you can provide suitable case studies.

- a) Funded by The National Lottery Heritage Fund (or similar)

Yes	No
-----	----

- b) Including capital works

Yes	No
-----	----

- c) Set in Grade I or II structure or landscape

Yes	No
-----	----

Name	GuM Studio (Trading identity used by Pringle Richards Sharratt Ltd. Information below refers to Pringle Richards Sharratt Ltd.)	Cosmic Carrot Productions Ltd	Irish Butcher Studio	Rinku Mitra
Registration number	03189549	11410073	08438300	N/A
Registered or head office address	Studio 4, 33 Stannary Street, London SE11 4AA	Rubicon House, Unit 5, Second Way, Wembley, England, HA9 0YJ	124 City Road, London, England, EC1V 2NX	9 Beechfield Court, 2-4 Grandfield Avenue, Watford WD17 4UE
Trading status	Private Limited Company	Private Limited Company	Public Limited Company	Sole Trader
Registered VAT number	676048217	GB 298 2134 78	Not VAT registered	N/A
SME (Yes/No)	yes	yes	yes	no
The role each subcontractor will take in providing the services/ works / supplies e.g. key deliverables	3D Exhibition Designer; Principal Designer; Lead Designer	AV Software Consultant	2D Graphic Designer	Co-creation Consultant
The approximate % of contractual obligations assigned to each subcontractor	49.5%	6.5%	33%	11%



CONTENT

1.0	CASE STUDIES	03
2.0	PROJECT METHODOLOGY	10
3.0	LESSONS LEARNT	13
4.0	KEY PERSONNEL	16
5.0	SUSTAINABILITY	21
6.0	SOCIAL VALUE	23

GuM

Studio 4 - 33 Stannary Street
London SE11 4AA
T: 020 7793 2828
E: mail@gum.uk.com

A GARDEN FIT FOR A KING: REAWAKENING BRIGHTON'S ROYAL ESTATE | 16TH JUNE





1.0 DESIGN EXPERIENCE

Over the last 15 years GuM have lead teams of consultants to deliver internal and external signage schemes with embedded interpretation for cultural institutions and local authorities.

From rebranding The MERL to external wayfinding at Benjamin Britten's Red House, we have worked with graphic designers to create site specific designs that provide clarity and enrich the visitor experience.

We are currently working on Wayfinding Signage for Hackney Museum & Library as well as a Cultural Placemaking project for Hackney Central, which will bring Museum Content into external spaces.

We have shared Example Projects that have been funded by the NLHF as part of wider Capital Works programmes in a Grade II or Grade I heritage landscape, which is typical of our wider portfolio.



GuM Studio

A GARDEN FIT FOR A KING: REIMAGINING BRITTON'S ROYAL ESTATE | 16TH JUNE 2025

4

1.0 DESIGN EXPERIENCE

1.1 CASE STUDY 1: BROCKWELL HALL (GRADE II* LISTED) / PARK (GRADE II LISTED)



A GARDEN FIT FOR A KING: REAWAKENING BROCKWELL'S ROYAL ESTATE | 16TH JUNE 2025

Client: London Borough of Lambeth
Cost: £100,000

Brockwell Hall is a Grade II* Listed mansion house that sits within Grade II Listed Brockwell Park. Once fields and farms, this landscape has changed ownership many times over the centuries. After campaigns by local people and politicians, it was bought for the public, opening as a park in 1892.

As part of the redevelopment the Hall and surrounding landscape, GuM led the exhibition design team to deliver interpretation, 3D design, graphic design and AV interventions. Alongside a permanent exhibition within the Hall, GuM developed a Park-wide trail through which people are invited to discover traces of others and moments from the past. In agreement with Lambeth Parks Team and the Landscape Architect, simple Corten steel signs stand discretely in

the landscape, positioned carefully in response to paths, existing signage and landmarks. Interpretation panels were printed on 3mm THK aluminium Prima-dura graphic panel, with a short text and accompanying image offering a historic snapshot of the immediate surroundings. An accompanying analogue map can be collected in the Hall. All external signage integrated the NLHF logo.

Two 'Look Out Points', draw people's attention to the stunning views from the park into the wider urban context, highlighting connections to central London. These interpretative signs have 1.2m long graphic panels, supported on polyester powder coated frames. We co-ordinated with the base-build team to ensure that footing details were integrated into the hard landscaping and considered in the construction sequence.

Our AV team collaborated with people who work, meet and play in the park to develop short films exploring what Brockwell means to the public. Content was co-created with young people in collaboration with community business, WE RISE Brixton. The AV scope included a 'Living Archive' and an audio installation giving a powerful insight into the Park as a stage, where many voices can become one in campaign, protest and celebration.



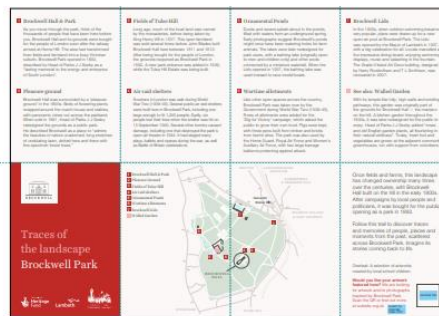
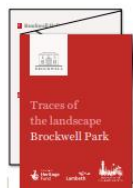
GuM STUDIO

5

1.0 DESIGN EXPERIENCE

1.1 CASE STUDY 1: BROCKWELL HALL (GRADE II* LISTED) / PARK (GRADE II LISTED)

A GARDEN FIT FOR A KING: REAWAKENING BROCKWELL'S ROYAL ESTATE | 16TH JUNE 2025



GuM STUDIO

6

1.0 MUSEUM DESIGN EXPERIENCE

1.2 CASE STUDY 2: THE COMMANDERY (GRADE I LISTED)



A GARDEN FIT FOR A KING: REAWAKENING BRIGHTON'S ROYAL ESTATE | 16TH JUNE 2025

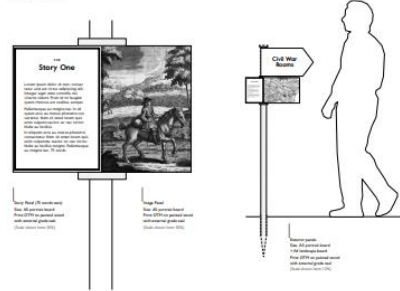
Client: Worcester City Council
Value: £325,000

The exhibition tracks themes around The Commandery as the Headquarters of the Civil War and personal stories from a soldier's life, while developing a interaction between the grounds and landscape outside and the building within. The Commandery is a Grade I Listed Tudor Building with a Great Hall and a series of interconnected building forms, each with multiple entry and exit points and adjoining external spaces, including a stable yard and walled gardens. Developing a logical, circular visitor journey supported with clear, but sensitive wayfinding signage was key to unlocking an accessible experience.

GuM Studio undertook consultation with Conservation Officers to develop interventions with the light touch necessary for a Grade I Listed site. Freestanding forms are used to direct the visitor around the grounds, where interventions, such as canons or signage, link views of Battle Royal Hill and the Cathedral with parts of the interpretation. 'Postcard' graphics and interpretation are used to frame storytelling details from wider vistas or large-scale graphics. These spotlights are shared alongside directional signage, allowing us to minimise the number of structures being fixed into the landscape.

There were very few objects in the collection, so graphics and AV came to the fore. Cosmic Carrot worked with a local re-enactment group to transform the Great Hall into a film studio for the day, bringing key players to life for the exhibition's introductory film. In keeping with the needs of the Grade I Listed building fabric, the film was projected directly onto the panelled walls. Cosmic Carrot also produced a series of soundscapes and dramatic parliamentary debates, which can be heard throughout the site.

Exterior Interpretive Panels



GuM Studio

7

1.0 MUSEUM DESIGN EXPERIENCE

1.3 CASE STUDY 3: STAUNTON COUNTRY PARK – PARKS FOR PEOPLE (GRADE II* LISTED)

As part of their Parks for People programme, we worked with Hampshire County Council, teams from 5 County Parks and Hotrod Creations to develop new media and a network of digital trails and tours along with a narrative identity, storytelling and interpretation frameworks and an exciting community engagement and interpretive strategy to engage visitors in new ways across these diverse shared green spaces.

The digital interpretation was integrated into the visitor experience through QR codes found on the newly created signage and wayfinding and delivered via our Ci web platform.

At Grade II listed Staunton Country Park we co-created various digital trails with rangers,

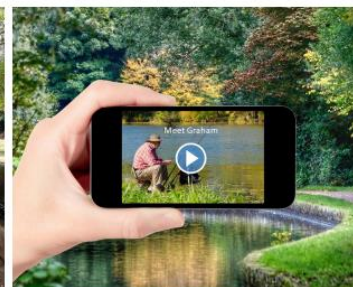
gardeners, volunteers and local community which enable visitors to explore the park in different ways.

The Trees Trail guides visitors through the landscape via the important trees in the parklands; the heritage trail is inspired by the diaries of the eccentric landowner who delighted in pranking his guests, and on the 'Walks With Friends' trails visitors can listen to colleagues walking through the park discussing their roles, passions and relationships to the landscape – past, present, future. Content signposting opportunities also encouraged visitors to get involved as volunteers and through the Right To Work scheme.

As well as the local community and stakeholders we worked with archives and collections teams, local history experts, 'nature detectives' and

education teams to develop the content, with the final media being a combination of text, archive imagery, created graphics and purpose shot interviews and film.

A significant ambition for this project was to combat anti-social behaviours in the park, especially from young people, as the park sits in the centre of one of the largest housing estates in Europe. Involving community participants in the planning and content development process was key, ensuring their voices and perspectives were heard and included.



GuM Studio

8

1.0 MUSEUM DESIGN EXPERIENCE

1.3 CASE STUDY 3: STAUNTON COUNTRY PARK – PARKS FOR PEOPLE (GRAD II* LISTED)



CLIM STUDIO

A GARDEN FIT FOR A KING: REAWAKENING BRIGHTON'S ROYAL GARDENS | 18TH JUNE 2025

9



CLIM STUDIO

A GARDEN FIT FOR A KING: REAWAKENING BRIGHTON'S ROYAL GARDENS | 18TH JUNE 2025

2.0 PROJECT METHODOLOGY

Our design team will work through design stages ensuring that all requirements are developed according to the RIBA design stages and are fully integrated with associated disciplines.

At **project inception** we will set up a workshop to review;

- Design briefs
- Visitor journey and experience
- Sustainability and accessibility objectives

We will request relevant project documents including site surveys, underground service information and any interpretation content. We'd like to further understand our involvement in the co-creation of interpretation.

We would prepare a detailed Project Delivery Programme, incorporating any key dates for client sign off or stakeholder approval.

We will liaise with the QS to check costs and reach out to market contacts for material recommendations and fabrication costs. We are currently undertaking this process with Standard8, who are Brighton based, for Hackney Museum.

We will attend client and project-wide meetings as required throughout the programme, prepare Design Stage Reports and presentations to coordinate feedback from stakeholders and the wider team.

During **Concept Design**, we'd test the strategic approach and develop an initial creative response with the use of moodboards, precedents, sketches and visuals, then present options for sign-off.

During **Spatial Design** we'd develop a preferred option with 1:1 scale graphic samples to be tested in focus groups. We will be proactive, suggesting where images may work in relation to the overall design. We'd prepare scale drawings and outline specifications including material samples.

We'd identify narrative objectives for AV interventions and prepare outline content treatments showing breakdowns of text, images, film. We'd identify potential content providers – client archives or purpose created adhering to NUIH CC 4.0 requirements.

For **Technical Design** we'd prepare robust 3D and Graphics information including a graphics schedule, detailed drawings and specifications.



CLAM STUDIO

A GARDEN FIT FOR A KING: REIMAGINING BRIGHTON'S ROYAL ESTATE | 16TH JUNE 2025

11

2.0 PROJECT METHODOLOGY

User experience wire frames and draft scripts would be developed for all AV exhibits, alongside co-creation workshops and archive image selection.

We'd work with you on the **procurement strategy**, to find the most beneficial way to split or combine tender packages. We have allowed for signage fabrication and graphic production to exceed the £10k threshold and would support the QS in the tender process.

At **Pre-Construction**, we'd prepare detailed graphic production schedules and all artwork. We'd check graphic artwork proofs, issue print specifications, review samples and provide co-ordinated graphic installation setting out drawings. We will review and approve fabrication drawings.

We will visit site as required during **Construction** to monitor progress and quality during construction and find solutions to any issues.

Our software consultants can produce all AV software outputs, including final scripts, back-end CMS development, audience testing, purpose created illustrations and shot film, on location testing at this stage. We can also manage and procure any associated hardware (we note drive for personal phone access), within the allocated £40,000 budget.

We will prepare outstanding works and defects lists once the project is offered for approval.

At **Handover**, we would review O&M manuals, provide on-site AV exhibit training and sign off all works.

Once in **use**, we would support the contractor to carry out any repairs required under the defect period.



CLAM STUDIO

A GARDEN FIT FOR A KING: REIMAGINING BRIGHTON'S ROYAL ESTATE | 16TH JUNE 2025

12



3.0 LESSONS LEARNT

CO-CREATION

There is an ambitious list of co-created content to be developed as part of the design process, we have learnt through experience working with community groups to develop content at Brockwell Hall and Hackney Museum that having a structured plan for co-creation at an early stage is paramount. We think that your programme is generous and we can use this to our advantage to invest in meaningful co-creation.

We note that the client team will be developing the content and script, but as part of the 'content structuring' role, we have included specialist co-creation consultant AVSAR as part of our team.

We'd suggest a workshop at inception to review Activity Plan deliverables and define models of co-curation.

We'd then support the project team to create a co-curation schedule, around your list of core ideas, of content to be co-curated by communities and in what form. Workshops with Evaluation Consultants can also assist in clearly defining and framing the co-curation approach.

If required, we could support a series of workshops on co-creation:

Workshop 1: Stories and Objects

Participants share personal and community stories and help identify key objects. This informs the content framework and emerging themes.

Workshop 2: Themes and Interpretation

Working with the team, participants explore tone, voice and interpretation to start shaping the narrative structure.

Workshop 3: Displaying Objects and Flexible

A hands-on session looking at how stories and objects translate into spatial design. Focus on flexibility, accessibility and user experience.

Workshop 4: Testing Principles

Early visuals and prototypes tested with participants for feedback on clarity, tone and engagement. Input will shape final refinements. We can see this working well with the design of the Pennants.

Workshop 5: Reviewing Final Designs

Participants review final proposals and see how their contributions have been embedded in the scheme.



3.0 LESSONS LEARNT

OPEN PUBLIC SPACE

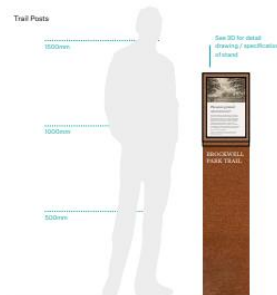
On a large site, we have found that walk-arounds and mock-up signage in location are instrumental during design development. This gives us a chance to agree locations in principle with key stakeholders, such as Gardeners, Historic England or Conservation Officers. We'd also use this opportunity to check for below ground services. Like Brockwell Park, the Royal Pavilion Gardens, is an open public space and there is a risk that setting out markers for signage in the landscape can be moved by the public prior to install. We can provide signage setting out drawings for contractor installation, but setting out points in the landscape can be difficult to locate. To mitigate this risk at Brockwell Park, we spent time on-site with the contractor and the installation team on the day of installation to get everything right.

HOLISTIC APPROACH

We see the signage project as a component in a much wider design vision. We'd want to review the estate wide masterplan, the works completed in Phase 1, the Landscape Design and other relevant documents to understand the full picture. We see this project as a means to connect existing pieces of work. We'd want to review any existing branding as well as get to know your content. We may take inspiration from gateway artefacts from your archive, a significant material or technique used on the site, your architecture, your plants or your people and communities. Our lens will be wide and curious at the start of the project and this is something that we have learnt creates timeless and site-specific designs.

LISTED LANDSCAPE

Our role on the Painshill Park Feasibility Study was to work hand in glove with Landscape Architect Dominic Cole; peeling back layers of intervention in this Grade I Listed Landscape, through detailed research, academic study and investigation. Our ultimate goal as interpretation and wayfinding designers was to make that Landscape more accessible, in every sense of the word, whilst not reducing the splendour of the Landscape itself – as you state – the Garden needs to be the star of the show. We're inspired to develop a design which gives people a sense of arrival on a Royal Estate and significantly deepens people's understanding of the garden's history. We may be able to do so by investing in the entrance signs, these could be striking threshold pieces. We could then consolidate signs within the garden and remove interventions from key vistas.



GuM Studio

A GARDEN FIT FOR A KING: REMAKING BRICHTON'S ROYAL ESTATE | 16TH JUNE 2023

15



Museum of English Rural Life - GuM Studio

A GARDEN FIT FOR A KING: REMAKING BRICHTON'S ROYAL ESTATE

16

4.0 KEY PERSONNEL

GUM STUDIO: LEAD CONSULTANTS & 3D DESIGNERS



ANNE HOOPER, Associate Director
BA (HONS) DIPARCH, MARCH, ARB

PROJECT ROLE

Anne will be the primary point of contact throughout the project and will play a key role at every stage. She brings extensive experience in consultant coordination, cost management and communicating design intent to clients and stakeholders. With a deep understanding of the multidisciplinary nature of museum projects, Anne will lead statutory consultations and design team meetings, ensuring alignment across all parties.

KEY DATA

Anne has specialised in the field of exhibition design since 2007 when she worked on the opening exhibition for the Hermitage Museum in Amsterdam. Anne joined GuM in 2011 and became an Associate in 2014 and an Associate Director in 2022. Anne completed her professional training as an Architect at Sheffield and Oxford Brookes Universities.

PROJECT EXPERIENCE

- **Ice Age Art Now**; The British Museum; 2025
- **Hackney Museum Redevelopment and Cultural Placemaking**; Hackney Council; 2023-ongoing
- **Ipswich Museum (Grade II*)**; Ipswich Council; 2020-ongoing
- **Brockwell Hall (Grade II)**; Lambeth Council; 2025
- **NHM Colchester (Grade II*)**; Ipswich Council & Ipswich Museum Service; 2023
- **The Hold Archives**; Suffolk County Council & University of Suffolk; 2021
- **Silent & Secret**; National Museum of the Royal Navy; 2018
- **Revealing Charterhouse (Grade I)**; The Charterhouse; 2017
- **The Commandery (Grade I)**; Worcester City Council; 2017
- **Garden Museum (Grade II*)**; 2017
- **Museum of Rural English Life (MERL)**; University of Reading; 2016
- **The Crime Museum Uncovered**; Museum of London; 2015
- **William Morris Gallery (Grade II*)**; Waltham Forest Council; 2012



William Morris Gallery



Charterhouse



Garden Museum

GUM STUDIO

A GARDEN FIT FOR A KING: REAWAKENING BRICHTON'S ROYAL ESTATE | 16TH JUNE 2025

17

4.0 KEY PERSONNEL

IRISH BUTCHER STUDIO: 2D DESIGNERS



NADINE FLEISCHER, Director

PROJECT ROLE

As 2D designer, Irish Butcher will ensure that all 2D requirements are developed according to the RIBA design stages and are fully integrated with the 3D design for the project developed by GuM Studio in collaboration with the design team and the client.

KEY DATA

Nadine has over 20 years experience in working in the design industry. In 2007, Nadine joined the V&A as art director and was responsible for the graphic design and art direction of the Museum's major marketing campaigns, invitations and printed collateral. Additionally she designed the 2D for temporary exhibitions and permanent galleries, including signage systems.

In 2011 she founded Irish Butcher, specialising in branding, 2D exhibition design and art direction for the cultural sector. Over the past years she has developed creative design and signage solutions for many museums, art organisations and the educational sector and collaborated with many architects, brand consultants and strategists as part of a multidisciplinary team.

PROJECT EXPERIENCE

HLF/PERMANENT EXHIBITIONS & GALLERIES

- **Minerals and Diamonds gallery**; 2D design, NHM
- **Hainault Forest**; Exhibition design and wayfinding
- **St Alfege Church, Greenwich**; Exhibition design and signage
- **Aldeburgh Museum and Moot Hall**; Exhibition design and wayfinding
- **The Courtauld Institute**; wayfinding and back of house signage

TEMPORARY EXHIBITIONS

- **Medieval Women: In their Own Words**, The British Library
- **Malgorzata Migra-Tas**, Tate St Ives
- **The Keeper of all Secrets**, Jacqueline Bishop, NMM
- **Sarah Lucas: Happy Gas**, Tate Britain
- **Our Broken Planet**, Natural History Museum
- **The Moon**, National Maritime Museum
- **Buddhism**, The British Library



St Alfege Church



Hainault Ancient Forest



Medieval Women: In Their Own Words

GUM STUDIO

A GARDEN FIT FOR A KING: REAWAKENING BRICHTON'S ROYAL ESTATE | 16TH JUNE 2025

18

GuM

Irish Butcher

4.0 KEY PERSONNEL COSMIC CARROT: AV CONSULTANT



MARK HERBERT, Creative Director,
Cameraman, Editor & Animator

PROJECT ROLE

Digital interactions design and production.

Cosmic Carrot will develop all digital interactions from concept to delivery. Working closely with yourselves, the interpretation team and other project stakeholders we will develop wireframes, design UI/UX, create digital content, code and fully test all the digital interpretation.

KEY DATA

With a passion for amazing stories Cosmic Carrot has the know-how to bring them to life in exciting and memorable ways.

We create interactive exhibitions, trails, digital tours, location-based storytelling apps, AR, XR and audio-visual experiences and have been engaging audiences at museums, historic sites, gardens and attractions across the UK and around the world for over 25 years.

A technology inspired but always narrative-led and people focused studio we utilise technology to best tell the incredible stories we are privileged to be trusted with.

We're particularly passionate about creating space for new voices and local perspectives to be heard and we co-create with local community groups, schools, curators and others to produce authentic, relevant and purposeful content delivered through accessible, intuitive and enjoyable design.

Our team have developed a web-based multimedia storytelling platform, Ci, for curating and publishing rich media content, trails and tours, linked to specific locations through interactive mapping, signage and QR code markers. With an easy-to-use backend CMS and media library, clients can update new content at any time via the web browser on their mobile, tablet or PC. The system is ideal for community-led digital storytelling and clients include Visit Newport, Staunton Country Park Explorer, Know Your Place, and Discover Wyre Trails.

Other clients include: Mount Congreve Garden, Oman Botanical Gardens, Pembroke Castle, Dublin Castle, Hay Castle, Gloucester Cathedral, Royal Hospital Chelsea, The Natural History Museum London, Canal and River Trust, Worcester Commandery

<https://www.thisgreatadventure.world/opus-the-next-stage-for-performance>
<https://www.pasternak-trust.online/en/>
<https://www.discoverwyretrails.co.uk/en/>
<https://www.crl.london/en/>
<https://www.transplantandlife.uk/en/>



Pembroke Castle



Dublin Castle



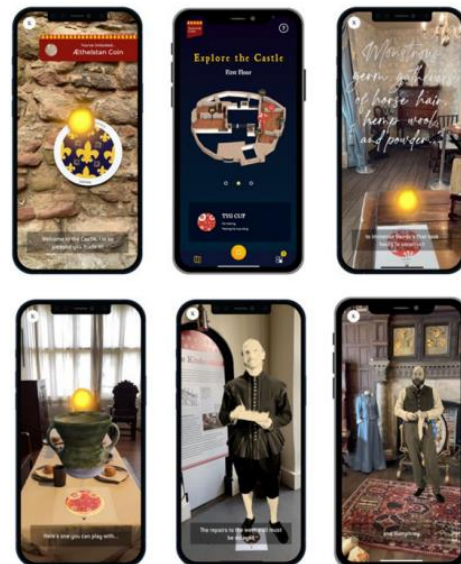
Oxford Explore

CIAM STUDIO

A GARDEN FIT FOR A KING: REIMAGINING BRIGHTON'S ROYAL ESTATE | 16TH JUNE 2025

19

4.0 KEY PERSONNEL COSMIC CARROT: AV CONSULTANT



Thamworth Castle

CIAM STUDIO

A GARDEN FIT FOR A KING: REIMAGINING BRIGHTON'S ROYAL ESTATE | 16TH JUNE 2025

20



QUALITY QUESTIONNAIRE

5

SUSTAINABILITY

Garden Museum - GuM Studio

5.0 SUSTAINABILITY

GuM has over twenty years of experience in the museum and heritage sector. Throughout this time, we have developed a sustainability approach tailored to the specific needs of cultural environments. Many of our award-winning projects have succeeded by working collaboratively with clients to respond to the Climate Emergency, as recognised in the 1997 Kyoto Protocol and 2015 Paris Agreement.

For this project, we will work with client to ensure full alignment with The Royal Pavilion & Museums Trust's Environmental Sustainability Policy and Brighton & Hove City Council's Environmentally Sustainable Procurement Policy to create a circular economy.

Low-Impact & Circular Design

Our interpretation designs are grounded in circular economy principles. We aim to design out waste from the outset by minimising materials, prioritising reuse, and specifying components that can be repaired, replaced or reconfigured rather than discarded.

For temporary interpretation such as A-frames, flags and pennants, we will specify designs that are robust, weather-resistant, and easy to redeploy across seasonal events. This maximises flexibility while reducing waste and the need for duplication, supporting circularity by enabling future reuse and recycling.

Permanent signage and interpretation structures will feature replaceable graphic panels within a reusable frame. This supports remanufacture and longevity, allowing content to evolve without needing full replacement. We will collaborate with the landscape architects and client team to look for opportunities to repurpose existing site infrastructure and foundations to avoid introducing new materials unnecessarily.

Sustainable & Recyclable Materials

Where new materials are required, we specify materials with proven environmental credentials and long life cycles. This includes FSC-certified timber, recycled and recyclable aluminium, Cradle-to-Cradle certified substrates, and powder-coated steel, which offers weather-resilience and ease of material separation for end-of-life recycling. We avoid composite materials that hinder disassembly and instead select finishes that are low-VOC, non-toxic and suitable for outdoor use.

For plaques, plant signs and seating engravings, we will prioritise locally sourced and bio-based materials with long life spans and minimal environmental impact. We also welcome opportunities to incorporate reclaimed or repurposed materials - bringing additional storytelling value and reducing embodied carbon.

Fixings will be mechanical rather than adhesive to enable disassembly and recovery.

Carbon Reduction and Local Supply Chains

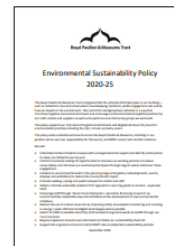
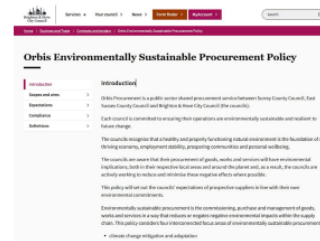
GuM has a strong track record of minimising carbon emissions through local sourcing and supply chains. Where practical, we will commission local fabricators, in Brighton and the wider South East region, significantly reducing transport-related emissions and supporting the local green economy.

Off-site prefabrication will be used to reduce time and energy consumption on site. For transport and installation, we promote the use of low-emission or electric vehicles and ensure delivery schedules are consolidated to minimise trips.

Waste Management and End-of-Life Planning

We design with deconstruction and recyclability in mind. During the installation phase, all contractors will be required to segregate waste and follow best practices in recycling, ensuring minimal material

ends up in landfill. Interpretation elements will be documented to enable future refurbishment, reuse or recycling, ensuring the scheme remains environmentally responsible throughout its lifecycle.



6

SOCIAL VALUE



Springfield Park - GuM Studio

A CARBON FOOTPRINT ANALYSIS OF A TYPICAL HOUSEHOLD | 1017

GUM STUDIOS

A better Brighton & Hove for all

Council plan 2023 to 2027
Brighton & Hove City Council



Tender Clarifications and Amendments No. [2]

For: BHCC – AS – RFQ – Royal Pavilion Gardens – Interpretation Design

Please Note

- Tender Clarification Question (CQ) is from a tenderer and Tender Response (TR) is the Councils response to answering the query
- Tender Amendment (TA) is a change in the contract documents issued
- Tender Reminder is not a change but the Council highlighting information from the issued contract documents to the bidders

Clarification Question Number	Date	Tender Clarification Question from Suppliers (CQ)	Tender Response from the Council (TR)
CQ1	29.05.2025	With the existing strategy, and noting that content is being produced by a third party, can you clarify that the project is less about interpretation design but more about sign product design and should, in terms of location planning etc follow the strategy?	<p>The interpretation designer will need to design and or specify all signage/interpretation through RIBA design stages 4-7.</p> <p>B&HM will provide suggested content and images. The interpretation consultant will design the graphics and layout of the interpretation and will need to review and input into content creation (e.g. input on text size, image resolution, image selection etc). The interpretation design will also need to provide any graphics/ maps.</p> <p>The interpretation should follow the previous interpretation strategy (as well as the current cost plan) in terms of location/ number/type.</p> <p>The interpretation designer will need to liaise and co-ordinate with the LA/ lead consultant.</p>
CQ2	29.05.2025	Can you clarify the deliverables and scope for the digital/AV design element? Are you expecting to see wireframes	We are expecting wireframes for sign off, and then full completion of digital elements. There is a budget

		and design output on the interaction or something else?	in the cost plan for this element (see answer below).
CQ3	29.05.2025	What is the production budget for the project?	<p>Permanent interpretation budget = £65k Non-permanent interpretation budget = £11k Digital - £40k (hardware, software and content)</p> <p>Budget for design fees for the above = £77,510</p>
CQ4	29.05.2025	Is there a defined list of deliverables associated with that budget?	<p><u>Permanent interpretation</u> Entrance signs What's on boards Plaques / engravings to stone work (to LA detail) Screen to vent Behaviour signposting Plant border signs Plant label signs Interpretation panels Finger posts</p> <p><u>Non-Permanent interpretation</u> A-Frames Pennants Selfie frames Deckchairs Table talkers/toppers Uniforms Leaflets Navi Pen Braille stickers Digital content</p> <p>(non-perm includes: graphic designer, audio/visual creator, photographer, illustrator, content creator, design lead oversee all design aspects of the interpretation working closely with content creator to deliver consistent design and messaging).</p>
CQ5	29.05.2025	We understand that text writing is being undertaken by the client – would it be helpful for us to include 'content structuring' as part of our remit to support this process?	Yes
CQ6	29.05.2025	Will there be any further public or stakeholder consultation, or	Permanent interpretation will be subject to planning/conservation

		is this now considered complete?	approval and also subject to NLHF approval .
CQ7	29.05.2025	Should the consultant expect to revise or adjust their outputs as the project progresses, or is the interpretation/engagement plan now fixed?	Proposals need to be developed in line with the interpretation strategy. Designs will need to be developed during RIBA 3 and RIBA 4 and agreed with client & LA. The interpretation designer will also be involved during RIBA 5 (construction) and RIBA 6 (hand over).
CQ8	29.05.2025	Given that the space is a Registered Garden, are there any specific conservation requirements or approvals that the consultant must take into account when proposing interventions?	Proposals will need to be in keeping with the sites historic setting. Design/colour /materials/locations etc will need to be co-ordinated with the broader capital works and be agreed with the LA/lead consultant. Permanent interpretation will be subject to planning/ conservation approval (including statutory consultees e.g. Historic England and the Gardens Trust).
CQ9	02.06.2025	Can the submission questions be answered through attached appendices (containing images) that comply with the word limits or do they need to be contained within the supplied word doc.	Yes
CQ10	03.06.2025	Does the scope of the interpretation designer include the production of the app/website mentioned or will this be procured separately?	Yes, it would include the app/web production. If the interpretation designer doesn't have the skills in house they will need to appoint their own third party to produce.

PART 3 – SOCIAL VALUE

1.1. The definitions and rules of interpretation in this clause apply in this Contract:

"Social Value Requirements"	means the commitment to improving the economic, social and environmental well-being of the local area and to supporting
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	employment and skills made by the Service Provider in the Service Provider's Tender;
"Social Value Schedule"	means the Council's Social Value Framework available at https://www.brighton-hove.gov.uk/business-and-trade/contracts-and-tenders/social-value-and-procurement-brighton-hove

- 1.2. During the Contract Period the Service Provider shall deliver the Social Value Requirements in line with the Council's commitments to improving the social, economic and environmental wellbeing of the local area, as detailed in the ITT/RFQ.
- 1.3. Prior to the Commencement Date, the Council shall determine in consultation with the Service Provider a Key Performance Indicator applicable to the Social Value Requirements during the Initial Period ("the **Social Value KPI**"). For the avoidance of doubt, all references in this Contract to KPI's shall include the Social Value KPI.
- 1.4. The Council shall be entitled at its absolute discretion to share any monitoring information relating to the Social Value KPI and details of the Service Provider's compliance with this Schedule H (Social Value) and delivery of the Social Value Requirements with any other Contracting Authority including without limitation by sharing such information to any local, regional and / or national database for the purposes of monitoring social value delivery.
- 1.5. The parties may, by written agreement, vary the measures adopted by the Service Provider to deliver the Social Value Requirements provided that such replacement measures are of equivalent or greater value calculated by reference to the Social Value Schedule.
- 1.6. For the avoidance of doubt, any and all costs relating to compliance with and implementation of the Social Value Requirements by the Service Provider during the Contract Period must not be included in the calculation of the Contract Price.
- 1.7. In the event of an Extension, prior to the expiry of the Initial Period [or relevant Extension (as applicable)], the Council shall determine in consultation with the Service Provider a revised performance indicator applicable to the Social Value Requirements during the relevant Extension ("the **Updated Social Value KPI**"). For the avoidance of doubt, all references in this Contract to KPIs shall, from the commencement of the relevant Extension, include the Updated Social Value KPI.

SCHEDULE D - DATA PROCESSING ACTIVITIES – NOT APPLICABLE

Categories of Data	Please tick all relevant boxes and add more detail if required:	
	Personal Data	
	Name	<input type="checkbox"/>
	identification number	<input type="checkbox"/>
	location data	<input type="checkbox"/>
	online identifier (email/IP address)	<input type="checkbox"/>
	Other (please insert details):	
	Special Categories of Personal Data	
	race	<input type="checkbox"/>
	ethnic origin	<input type="checkbox"/>
	political opinions	<input type="checkbox"/>
	religion	<input type="checkbox"/>
	trade union membership	<input type="checkbox"/>
	genetics	<input type="checkbox"/>
	biometrics (where used for ID purposes)	<input type="checkbox"/>
	health	<input type="checkbox"/>
	sex life	<input type="checkbox"/>
	sexual orientation	<input type="checkbox"/>

	Criminal Offence Data	
	allegations	<input type="checkbox"/>
	proceedings	<input type="checkbox"/>
	convictions	<input type="checkbox"/>
Categories of Data Subjects	Please tick all relevant boxes:	
	Council service users/customers	<input type="checkbox"/>
	Council service user/customer next of kin	<input type="checkbox"/>
	Council employees	<input type="checkbox"/>
	Council employees next of kin	<input type="checkbox"/>
	Other (please insert details):	
Processing Operations	Please tick all relevant boxes:	
	Using data provided by the Council(s)	<input type="checkbox"/>
	Collecting new data from Data Subjects	<input type="checkbox"/>
	Transforming data by adding new data collected from service users/customers to data provided by the Council	<input type="checkbox"/>
	Sharing data with anyone other than the Council	<input type="checkbox"/>
	Erasure or destruction of personal data	<input type="checkbox"/>
	Other (please insert details):	
Location of Processing Operations	Please tick one box only:	
	UK	<input type="checkbox"/>
	EEA ¹ (European Economic Area)	<input type="checkbox"/>
	Outside EEA (European Economic Area)	<input type="checkbox"/>
	If outside the EEA please provide details:	

¹ Details of countries in the EEA are available at the following website: www.gov.uk/eu-eea

Identity of sub-contractors	<p><i>Insert details of all permitted sub-contractors, including full legal name, registered address and location where processing of Personal Data will occur and a description of the processing operations undertaken by each sub-contractor. Please note that you are not permitted to engage any sub-contractors to process this data without prior written Council approval.</i></p>	
Purposes	<p>For the purpose of performing the Contract.</p> <p><i>If you're using the data for a reason other than the purpose of delivering the contract, please amend this section accordingly and provide details here.</i></p>	
Duration	<p>Until the expiry or termination date of the Contract.</p> <p><i>If the length of time for which data processing activities will be carried out will go beyond the expiry date of the Contract, please amend this section accordingly and detail how long these activities will go on for.</i></p>	

SCHEDULE E – SAFEGUARDING AND REGULATED ACTIVITIES - NOT USED










BHCC Royal Pavilion Garden Interpretation Design Short form Final contract

Final Audit Report

2025-10-13

Created:	2025-10-13
By:	kyrah Stean (Kyrah.Stean@eastsussex.gov.uk)
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