

Economy Leisure and Property

HEAD OF SERVICE: Chris Tyson



CONTACT OFFICER: **Abigail Brown**
Abigail.brown@whitehorsedc.gov.uk
Tel: 01235 540338

Abbey House, Abbey Close
Abingdon OX14 3JE

Our reference: AB/PA11

27th July 2013

Request for Expression of Interest for the provision of Public Art; design and creation of a works of art at Chilton Fields, Oxfordshire.

Vale of White Horse District Council (the council) is inviting competitive expressions of interest for the provision of Public Art; design and creation of a trail of works of art/ installations at Chilton Fields development, Oxfordshire.

If you are interested in providing an expression of interest please complete this submission in full and return it as explained below.

Instructions for completion

Please answer all of the questions as accurately and concisely as possible or mark those not applicable as 'N/A' and provide an explanation.

Response boxes will expand to accommodate your answers, but if necessary continue on a separate sheet where space/layout on this form is restrictive.

Returning your expression of interest

The closing date for receipt of the completed Request for Expression of interest is 12 noon on 23rd August 2013.

The council encourages you to complete the submission electronically and return to the council by email to Abigail Brown at abigail.brown@whitehorsedc.gov.uk placing in the subject box '**RFP Chilton Fields Public Art**'.

If completing in hardcopy format, please answer the questions in the same order as this document, and reference each answer to the relevant question. Please send your completed response to

Abigail Brown
Arts Development Officer
Vale of White Horse District Council
Abbey House

Abbey Close
Abingdon
OX14 3JE

Statement of requirement

The picturesque village of Chilton in the Vale of White Horse is about 3.5 miles southwest of Didcot, with Harwell Science and Innovation Campus, including the Rutherford Appleton Laboratory, less than a mile to the west of the village and rests within the inspiring surroundings of the Ridgeway and the Berkshire downs.

David Wilson Homes and Bovis Homes are building 275 new houses to the west of the village, providing new community rooms, school extensions and new play area within a large public open space.

As part of the planning agreement, the developers have contributed funds to the district council to commission public art for the site.

Vale of White Horse District Council's aim is: 'to assist in creating a distinctive, high quality and successful new place, in particular to create a unique and distinctive identity and sense of place to reinforce residents' respect for their environment and enhance civic pride. All the components of the new settlement should be available to offer an opportunity for art to be incorporated as part of the design processes.'
*Vale of White Horse District Council Local Planning Guidance 2006
And Supplementary Planning Guidance 2009*

Villagers have already had chance to offer some early views on how they would favour an 'interactive' work of art reflecting locally relevant and inspirational themes.

The opportunity

We are looking for experienced public art practitioners to explore ideas and propose designs around 2 or more concept designs based on two areas of opportunity. The first is an artistic trail or walkway through the public open space, and the second is an outdoor meeting space (such as an amphitheatre or bandstand) to encourage and extend the village's passion for music and community events. We hope to offer the village a choice between these concepts, so we would prefer artists to consider both (separately or together) when presenting their ideas.

The Aims

- Use the process of designing and creating the artwork to bring the community together.
- Encourage people to explore the open space and the art features within it
- Create an inspirational focal/destination point for the public open space
- Celebrate the character of the village, local people and activities and the beauty for the surrounding area
- To stimulate pride and enjoyment in the local community

The brief for the artists will be;

- To propose at least two ideas and develop one design to be located at key locations directed by the steering group, using the criteria below.

- Work with the local community (and newly forming residents association), and seek inspiration for the local area and people, involving at least one organised consultative event or workshop
- Proposals should be fully costed and provide us with an installation plan, maintenance schedule and artists statement.

Process

This opportunity will be advertised locally and nationally according to the Vale of white Horse District Council procurement guidelines and circulated among local arts networks and to our database of artist.

Brief circulated and approved	15 th July
Advertise for artists	25 th July
Deadline for Expressions of Interest	23 rd August
Selection/ shortlisting	29 th August
Interviews	Week commencing 2 nd Sept
Community consultation to start at the community Barbeque in September	TBC

The commissioned will be managed by Vale of White Horse District Council and overseen by the Chilton Fields art steering group (with representatives of the local community, artists, the developer and the planning department).



The Budget

The total budget for the overall project is approximately £80,000. This Brief is for the research, design and community engagement work only.

Artist's fees for this proposal stage will be between £1,500 and £3,000 (depending on the artist's method of design and community engagement). This will include fees for

¹ This part of the project will be commissioned under a separate brief

the artist's time for planning, research, studio design time and community engagement work.

After the designs are approved (both formally through formal planning permission and through the community endorsing the proposals), the remaining budget will be allocated for the creation of the artworks (including transport, installation and publicity, depending on the designs proposed).

The design proposals

At the end of the artists research and design phase the artist will either propose one design (for discussion) or several designs (for choice). This proposal should include;

- Design Statement - a short report that explains and justifies the proposal in a structured way. The level of detail required will depend on the scale and complexity of the application but should cover both the design principles and concepts, and how issues relating to access will be dealt with.
- What the work is about (what it says/represents)
- How it responds to the brief and the site (where the inspiration came from?)
- Factual information about the work (how big, dimensions and weight etc)
- Location of work
- Materials it is made of (durability/ quality etc)
- The making process (i.e. if you need any other specialist to work with)
- Installation process and transport – who does what
- A risk assessment
- Any maintenance/ care issues
- Realistic timescale
- A budget - this should include/take account of; Materials and fabrication, Artists time (creation time as well as admin and logistics), Site works, transport and installation costs

Please provide the following:

1. A brief history and outline of you and your work (or artists statement)
(maximum 500 words)

The council may carry out a credit check on your organisation.

2. Please provide details of all insurance cover currently in force.

Insurance	Insurer	Policy No	Cover (£)	Renewal Date
Public Liability Min £5,000,000				
Professional Indemnity Min £1,000,000				

--	--	--	--	--

3. Do you hold recognised quality management certification (e.g. BS?EN?ISO 9001 or equivalent) and/or is a member of a relevant trade/professional body?
YES/NO

If yes, please detail those certificated held and/or trade/professional membership details

If not, does your organisation have a quality management arrangement in place (including processes/procedures that are compliant with legal requirements?)

YES/NO

Please Detail

4. Please detail your previous project of a similar scale that you have been involved with, and any supporting information for the 8 images supplied with this form. Please include information to indicate your artistic quality of work, and why this commission appeals to you. (maximum 500 words)

5. Please provide details of two references from existing clients in the last three years that are relevant to the council's requirement.

	Reference 1	Reference 2
Company Name and address		
Contact Name Phone Number Email address		
Company website address		
Date contract awarded		
Date contract completed		
Value of contract (£)		
Brief description of contract		
If you cannot supply at least one reference, please briefly explain why		

6. Please indicate your approach to this commission, an estimated installation plan, and maintenance schedule.

7. Please indicate your approach to a research and design phase and how you will engage the surrounding community.

8. Please provide your CV as a supporting document to this expression of interest.

Financial proposal

Please insert your quotation price **excluding VAT**.

£.....per..... Include breakdown of total costs in table below

Item	Description	Qty	Unit £	Total £
Design phase				
1	Artists fees for Research and design		£	£
2	Community engagement – workshops, communications, materials etc		£	£
3	Other – for creating the proposal (materials travel etc)		£	£
	Total (not exceeding £5,000)			
Creation and installation phase				
4	Artists fees		£	£
5	Materials and fabrication		£	£
6	Transport and delivery		£	£
7	Site prep and installation		£	£
8	Unveiling, post install work, snagging repair etc		£	£

	Total (not exceeding £75,000)			
Maintenance & support after guarantee expiry	a period of 2 years is expected for any snagging or support issues to be addressed before final payment	£		£
Sub Total		£		£
VAT		£		£
Total		£		£

Please detail any particular conditions or circumstances that could affect the price quoted. Please also detail the period of time that the price will be held for.

--

Acceptance and evaluation

Expressions of interest not meeting the minimum requirements will not be accepted.

The council reserves the right not to accept the lowest or any expression of interest and to annul the Request for Expression of interest process and reject all expressions of interest at any time prior to contract award, without thereby incurring any liability to the applicants.

The council will award the contract on the basis of the most economically advantageous expression of interest. Evaluation of expressions of interest will be based upon the following criteria and weightings.

Discretionary pass/fail criteria		
Question	Criteria	
Declarations	All declarations signed (Appendix A – D)	Pass/fail
2	Insurance	Pass/fail

Weighted selection criteria (out of a possible 100%)		
Question	Criteria	Weighting
1	Clarity of expression of interest	5%
3	Artistic quality of work	35%
4	Strength of previous and similar work	20%

5	Strength of at least 1 reference	5%
6	Approach to design and community work	20%
Financial Proposal	Overall Financial Proposal	15%
	Total	100%

Interviews

Artists will be assessed on the following areas at interview;

	Weighting
Quality of work	35%
Experience of similar projects	15%
Approach to work with the community	15%
Financial proposal	15%
Artistic style with ability to be in keeping with the setting	15%
Timescale compatibility	5%

Please provide your contact details in the event of queries arising in relation to this pricing document.

Company Name	
Company Address	
Contact Name	
Telephone Number	
Email Address	

Any orders placed as a result of this expression of interest will be on the council's general Terms and Conditions of Purchase (Appendix E). In addition to the general terms and conditions the council will provide bespoke terms and conditions for particular circumstances.

Yours sincerely

Abigail Brown

Arts Development Officer

Appendix A

Declaration

For the provision of Public Art; design and creation of a works of art at Chilton Fields, Oxfordshire.

I certify that the information supplied is accurate to the best of my knowledge and belief.

I understand that **Vale of White Horse District Council** may contact anyone to verify this information, and that false or misleading information could result in my/our exclusion from the select tender list.

I also understand that it is a criminal offence, punishable by imprisonment to give or offer to give any gift or consideration whatsoever as an inducement or reward to any servant or member of a public body. In addition your specific attention will be drawn to the clause in the proposed contract empowering the Authority's to cancel the contract and to recover any loss from the contractor if the contractor has offered any gift or inducement of any kind in relation to obtaining the contract.

Signed _____

Position held _____

For and on behalf of _____

Date _____

Before returning this application form, please ensure that you have: -

- Answered all questions.
- Enclosed all relevant documents.
- Completed the above declaration.

N.B. APPLICATIONS MAY NOT BE CONSIDERED UNLESS ALL THE ABOVE HAS BEEN PROVIDED

Appendix B

Statement relating to good standing – Grounds for obligatory exclusion (in eligibility) and criteria for rejection of candidates in accordance with Regulation 23 of the Public Contracts Regulations 2006 (as amended)

Vale of White Horse District Council

For the provision of Public Art; design and creation of a works of art at Chilton Fields, Oxfordshire.

We confirm that, to the best of our knowledge the Applicant is not in breach of the provisions of Regulation 23 of the Public Contracts Regulations 2006 (as amended) and in particular that:

Grounds for mandatory rejection (ineligibility)

The Applicant (or its directors or any other person who has powers of representation, decision or control of the named organisation) has not been convicted of any of the following offences:

- (a) Conspiracy within the meaning of section 1 of the Criminal Law Act 1977 where that conspiracy relates to participation in a criminal organisation as defined in Article 2(1) of Council Joint Action 98/733/JHA (as amended);
- (b) Corruption within the meaning of section 1 of the Public Bodies Corrupt Practices Act 1889 or section 1 of the Prevention of Corruption Act 1906 (as amended);
- (c) The offence of bribery;
- (d) Fraud, where the offence relates to fraud affecting the financial interests of the European Communities as defined by Article 1 of the Convention relating to the protection of the financial interests of the European Union, within the meaning of:
 - (i) The offence of cheating the Revenue;
 - (ii) The offence of conspiracy to defraud
 - (iii) Fraud or theft within the meaning of the Theft Act 1968 and the Theft Act 1978;
 - (iv) Fraudulent trading within the meaning of section 458 of the Companies Act 1985;
 - (v) Defrauding the Customs within the meaning of the Customs and Excise Management Act 1979 and the Value Added Tax Act 1994;
 - (vi) An offence in connection with taxation in the European Community within the meaning of section 71 of the Criminal Justice Act 1993; or
 - (vii) Destroying, defacing or concealing of documents or procuring the extension of a valuable security within the meaning of section 20 of the Theft Act 1968;
- (e) Money laundering within the meaning of the Money Laundering Regulations 2003; or
- (f) Any other offence within the meaning of Article 45(1) of the Public Sector Directive.;

Organisations Name	
Signed	
Position	
Date	

Discretionary grounds for rejection

The Applicant (or its directors or any other person who has powers of representation, decision or control of the named organisation) confirms that it:

- (a) being an individual is not bankrupt or has not had a receiving order or administration order or bankruptcy restrictions order made against him or has not made any composition or arrangement with or for the benefit of his creditors or has not made any conveyance or assignment for the benefit of his creditors or does not appear unable to pay or to have no reasonable prospect of being able to pay, a debt within the meaning of section 268 of the Insolvency Act 1986, or article 242 of the Insolvency (Northern Ireland) Order 1989, or in Scotland has not granted a trust deed for creditors or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of his estate, or is not the subject of any similar procedure under the law of any other state;
- (b) being a partnership constituted under Scots law has not granted a trust deed or become otherwise apparently insolvent, or is not the subject of a petition presented for sequestration of its estate;
- (c) being a company or any other entity within the meaning of section 255 of the Enterprise Act 2002 has not passed a resolution or is not the subject of an order by the court for the company's winding up otherwise than for the purpose of bona fide reconstruction or amalgamation, nor had a receiver, manager or administrator on behalf of a creditor appointed in respect of the company's business or any part thereof or is not the subject of similar procedures under the law of any other state;
- (d) has not been convicted of a criminal offence relating to the conduct of his business or profession;
- (e) has not committed an act of grave misconduct in the course of his business or profession;
- (f) has fulfilled obligations relating to the payment of social security contributions under the law of any part of the United Kingdom or of the relevant State in which the organisation is established;
- (g) has fulfilled obligations relating to the payment of taxes under the law of any part of the United Kingdom or of the relevant State in which the economic operator is established;
- (h) is not guilty of serious misrepresentation in providing any information required of him under this regulation;
- (i) in relation to procedures for the award of a public services contract, is licensed in the relevant State in which he is now established or is a member of an organisation in that relevant State when the law of that relevant State prohibits the provision of the services to be provided under the contract by a person who is not so licensed or who is not such a member.

Organisations Name	
Signed	
Position	
Date	

Appendix C

Freedom of Information Act

As you know, from January 2005, the Council is required to comply with the provisions of the Freedom of Information Act 2000 (the "Act"). This means that all information held by the Council has the potential to be disclosed to a member of the public requesting it. In order to limit disclosure it is necessary to categorise information as exempt information under Part II of the Act.

Typical exemptions which might apply are as follows:-

- (1) Information that constitutes a trade secret.
- (2) Information the disclosure of which would, or would be likely to prejudice the commercial interests of any person, including the Council.
- (3) Commercial information, which can be kept confidential for an agreed period following which, you acknowledge it will be released if a request for it is received under the Act. The Act defines commercial information as a trade secret, or information, the disclosure of which would prejudice the commercial interests of either party.

Therefore in submitting your tender, quote or proposal to the Council, you are asked to clearly identify which of the information you have provided you desire to be kept confidential as exempt information. Please also specify the period of confidentiality, which you reasonably consider should be applicable to that information. The Council may or may not be able to comply with this request.

You should also be aware, that any information you consider to be commercially confidential, may at a later date cease to constitute exempt information, or it may subsequently prove to be in the public interest to disclose such information. Also, please note that any decision on non-disclosure of information could later be overridden by the Council's obligations to disclose under the Act

Please list any information you wish to be kept as confidential.

Appendix D

Transparency Certificate

The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act ("The Act") the text of this Agreement, and any Schedules to this Agreement, is not Confidential Information. The Council shall be responsible for determining in its absolute discretion whether any part of the Agreement or its Schedules is exempt from disclosure in accordance with the provisions of the Act.

Notwithstanding any other term of this Agreement, the Contractor hereby gives its consent for the Council to publish this Agreement and its Schedules in its entirety, including from time to time agreed changes to the Agreement, to the general public in whatever form the Council decides.

Applicant's signature

Print name(s) in full

Dated this

Day of

20

Name and address of company

Appendix E

TERMS AND CONDITIONS OF AN AGREEMENT FOR THE SUPPLY OF GOODS AND/OR SERVICES

The Seller, an experienced, professional provider of the Goods and/or Services (as defined) has agreed to provide the Goods and/or Services to the Council, and the Council has agreed to purchase the Goods and/or Services, in accordance with the following terms and conditions:

1 Definitions

In these conditions, unless the context requires otherwise:

- 1.1 "This Agreement" means the agreement between the Seller and the Council in regard to the sale and purchase of the Goods and/or Services. This Agreement comprises these Terms and Conditions, the Purchase Order, the Specification and any other documentation either supplied by the Council at the Request for Proposal stage or agreed between the parties.
- 1.2 'Council' means Vale of White Horse District Council of Abbey House, Abbey Close, Abingdon, Oxon. OX14 3JE.
- 1.3 'Conditions' means the terms and conditions of purchase set out in this document, including the Specification and any additional terms and conditions agreed in writing by the Council and the Seller.
- 1.4 'Delivery Date' means the date specified by the Council on which the Goods are to be delivered or the provision of the Services commenced;
- 1.5 'Goods' means the articles (if any) which the Council agrees to buy from the Seller as set out in the Purchase Order and the Specification;
- 1.6 'Price' means the price payable for the Goods and/or Services excluding any applicable VAT as specified in the Purchase Order.
- 1.7 'Purchase Order' means the Council order document identifying the Goods or Services to be supplied under this Agreement, as provided to the Seller following the Council's selection of the Seller;
- 1.8 'Seller' means the company / organisation / individual whose name and address appears in the Purchase Order as the selected supplier of the Goods and/or Services to be supplied under this Agreement; and
- 1.9. 'Services' means the services (if any) set out in the Purchase Order and the Specification.
- 1.10 'Specification' means the description and any other relevant information relating to the Goods and/or Services to be supplied under this Agreement, including any plans, drawings, or data, as set out in the Statement of Requirements (which forms part of the Purchase Order).

2 Conditions Applicable

- 2.1 This Agreement applies to the supply of the Goods and/or Services to the Council by the Seller. This Agreement is the sole and entire agreement between the parties relating to such supply (and supersedes any prior agreement, whether written or oral) and this Agreement excludes any alternative or additional terms and conditions, including any terms or conditions proposed by the Seller, irrespective of the date any such alternative or additional terms and conditions may be proposed.
- 2.2 Dispatch or delivery of the Goods to the Council or the commencement of the provision of the Services by the Seller shall be deemed conclusive evidence of the Seller's acceptance of this Agreement and these Conditions.
- 2.4 Any variation of these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing.

3 Price and Payment

- 3.1 The Price shall be the Price set out in the Purchase Order. The Price shall be deemed to be inclusive of delivery charges, packaging, installation, insurance, travel, accommodation, subsistence and any other costs or disbursements unless the contrary is clearly specified in the Purchase Order. The Price is exclusive of any VAT which shall if payable be due at the rate ruling on the date of the Seller's invoice, which shall be addressed to the Council.
- 3.2 Payment of the Price and VAT shall be due within 30 days of the date of the Seller's invoice. No invoice shall be submitted by the Seller to the Council prior to delivery of all of the Goods in conformity with the Purchase Order and the Specification, or full and proper completion of the Services and no payment shall be payable until delivery of all of the Goods or the full and proper completion of all of the Services specified in the Purchase Order and Specification.
- 3.3 Interest on unpaid, overdue invoices shall accrue from the date 28 days after the Council has received a written request for payment following the due date for payment and will continue until the date of payment. Such interest will be calculated on an annual basis at the Natwest Bank base rate. Interest will not accrue on any invoices which are the subject of any reasonable dispute.
- 3.4 The Council may set off against the Price (including any applicable VAT payable) all costs charges and expenses due from the Seller to the Council whether under the Purchase Order to which this Agreement relates or otherwise.
- 3.5 Any variation in price, quality, quantity or the nature of Goods and/or Services to that stated in the Purchase Order or Specification must be advised by the Seller and agreed with the Council before the

Goods are despatched or Services performed. No addition to the Price may be made without the Councils prior written consent.

4 Quality and Description of Goods and Services

- 4.1 The quantity quality and description of the Goods shall be as set out in the Purchase Order and the Specification and the Goods shall be of merchantable quality, and fit for their natural purpose as well as any particular purpose communicated by the Council to the Seller.
- 4.2 The Goods shall conform to all British, European or International specifications which are relevant to the Goods.
- 4.3 The Seller shall ensure that the Services are provided to the highest professional standards and fully meet the requirements set out in the Purchase Order and the Specification .
- 4.4 Without prejudice to clause 4.3 the Seller undertakes that the Services shall be provided with all reasonable skill and care and fully in accordance with the timetable specified by the Council.
- 4.5 The Seller shall provide at its own cost all labour materials tools and equipment necessary to perform the Services.
- 4.6 The Seller shall provide the Services during normal daytime working hours unless otherwise directed by the Council.
- 4.7 Whilst on Council premises the Seller shall keep the workplace tidy and will remove surplus materials or waste at regular intervals.
- 4.8 The Seller shall maintain adequate records of the Goods supplied or the Services performed. Such records shall be submitted to the Council at such intervals as the Council may specify.
- 4.9 Any defect in the Services which appear within 12 months from the date of completion of the Services shall be made good by the Seller at the Seller's expense.
- 4.10 The Seller shall notify the Council of the terms of the warranty provided with the Goods supplied and the Seller shall comply in full with the terms of such warranty.

5 Delivery of the Goods and Provision of the Services

- 5.1 The Goods shall be delivered and/or the delivery of the Services shall commence on the Delivery Date at the Council's address or such other address as the Council may specify in the Purchase Order.
- 5.2 Time is of the essence in regard to the Delivery Date specified.
- 5.3 Where this Agreement is made in regard to a supply of Goods, in the event that the Seller fails to deliver the Goods (in whole or in part) on the Delivery Date or if the Goods fail to meet the required specification or quality, then without prejudice to any other rights or remedies it may then hold, the Council may either (i) terminate this Agreement forthwith by serving written notice of termination on the Seller (in which event the Council shall be under no obligation whatsoever to make any payment to the Seller under this Agreement, and may recover any payment already made) and the Seller shall within 48 hours of receipt of such notice collect at its own cost any Goods which have already been delivered to the Council; or (ii) confirm its acceptance of some or all of the Goods delivered, in which event the Council shall be liable to pay only for the Goods so accepted. In either event, the Council may thereafter recover from the Seller any additional costs it reasonably incurs through purchasing the remaining Goods from an alternative supplier, or the Council may require the Seller to deliver the Goods (fully meeting all specified requirements) on a revised Delivery Date specified by the Council.
- 5.4 Where this agreement is made in regard to a supply of Services, in the event that the Seller fails to supply the Services within the timeframe or to the standard or quality required, then without prejudice to any other rights and remedies it may then hold, the Council may terminate this Agreement forthwith by serving written notice on the Seller, in which event the Council shall be liable to pay only for any Services properly delivered up to the date of the notice of termination. Thereafter, the Council may either recover from the Seller any additional costs it reasonably incurs through purchasing the remaining Services from an alternative supplier, or require the Seller to provide the Services, to the standard required, in accordance with a revised timetable specified by the Council.

6 Acceptance of the Goods

- 6.1 The Council shall not be deemed to have accepted any part of the Goods until after the Council has actually inspected the Goods and checked that they have been delivered in accordance with the Purchase Order and the Specification. The Council may reject any Goods that on delivery are not in accordance with the Purchase Order and/or do not comply with the Specification.
- 6.2 An acceptance of any Goods which conform to the Purchase Order shall not deprive the Council of the right to reject any other part of the Goods which are delivered not in conformity with the Purchase Order and/or the Specification.
- 6.3 Unless within 48 hours of notice of rejection the Seller collects any rejected Goods, the Council may dispose of them as the Council shall think fit (provided that if the Council sells such Goods the Council shall account to the Seller for the net proceeds of such sale).

7 Property, Title and Risk in the Goods

- 7.1 Title in the Goods shall pass to the Council immediately the Seller has obtained the Goods and has identified them as the Goods to be delivered to the Council. Once title has passed to the Council the Seller will hold no lien over the Goods.
- 7.2 Risk in the Goods shall not pass to the Council until a delivery note relating to the Goods has been duly signed on behalf of the Council. If at any time after such delivery note has been signed, the Goods are

rejected by the Council, risk in the Goods shall revert to the Seller immediately upon the Council notifying the Seller of such rejection. Title to any rejected Goods will revert to the Seller on collection.

8 Public Authority Provisions

- 8.1 The Council shall be entitled to terminate this Agreement and the Purchase Order with immediate effect by service of written notice upon the Seller if the Seller commits an offence under the Bribery Act 2010 or the Local Government Act 1972.
- 8.2 The Seller shall at its own expense maintain with reputable insurers adequate insurance policies to cover such liabilities as may arise pursuant to this Agreement. As a minimum, the Seller will hold the following cover: employer's liability insurance of £5 million and public liability insurance of £5 million.
- 8.3 The Seller shall comply with its obligations under the Data Protection Act 1998 ("the 1998 Act") and the Computer Misuse Act 1988 insofar as these Conditions give rise to obligations under those Acts, and shall ensure that it does nothing knowingly or negligently which places the Council in breach of its obligations under the 1998 Act.
- 8.4 The Seller shall treat as confidential all information relating to this Agreement. The Seller acknowledges and shall cooperate in full with the Council's obligations under access to information legislation, including the Freedom of Information Act 2000 ("the Act"), the Environmental Information Regulations 2004 ("the Regulations") and any legislation or guidance issued under or in relation to the Act or the Regulations.

9. Equality

- 9.1 In accordance with the Equality Act 2010, the Seller shall not discriminate either directly or indirectly or harass service users or employees on the grounds or race, colour, ethnic or national origin, nationality, disability, sex or sexual orientation, gender reassignment, pregnancy or maternity and religion or belief. The Seller will not victimise service users or employees.
- 9.2 The Seller can take proportionate steps to help service users and employees overcome their disadvantage or to meet their needs. The Seller will make reasonable adjustments for people with disabilities.
- 9.3 The Supplier shall comply with the Human Rights Act 1998 in service delivery and employment

10 General

- 10.1 The Seller shall not assign, sub-contract or otherwise dispose of the whole or any part of its rights and obligations under this Agreement to any person without the prior written permission of the Council. The Council may assign, transfer or otherwise deal with all or any of its rights and obligations pursuant to this Agreement.
- 10.2 The Seller shall indemnify and shall keep indemnified the Council from and against all loss, damage, actions, claims, demands and expense suffered and any legal fees and costs incurred by the Council resulting from any breach of this Agreement by the Seller.
- 10.3 No waiver by the Council in enforcing any of its rights under these Conditions shall prejudice its right to do so in the future.
- 10.4 The invalidity, illegality or unenforceability of any term or condition shall not affect the validity, legality or enforceability of any other term or condition of these Conditions.
- 10.5 This Agreement shall be subject to English law.