

INVITATION TO TENDER

Sounding - The Sill
Interpreting *A Living*
***Landscape* project**

**Tender closing date:
19th February 2010**

**Northumberland National Park Authority
Eastburn
South Park
Hexham
Northumberland
NE46 1BS**

CONTENTS

- A. How To Tender**
- B. The Form of Tender**
- C. Contract Specification**
- D. Tender Price**
- E. Contract Questionnaire**
- F. The Form of Contract Agreement**
- G. Contract Conditions**

Appendices

- Appendix 1 Executive Summary of the Audience Development Plan
for The Sill – A Centre for Wild Landscapes
- Appendix 2 Definitions of Target Audiences (Young Explorers &
Explorer Families)
- Appendix 3 Confidentiality Agreement
- Appendix 4 Sustainable and Fair Procurement Policy

SECTION A

HOW TO TENDER

1 INTRODUCTION

- 1.1 Northumberland National Park Authority is one of fourteen National Park Authorities situated across the United Kingdom and they form part of Local Government for their respective areas.

2. PURPOSE OF TENDER

- 2.1 This contract has been produced to enable interested parties to tender for the contract, Sounding – The Sill. Interpreting the Living Landscape Project.

3 EVALUATION

- 3.1 The Authority will select the successful Tenderer on the basis of the most economically advantageous in terms of the following criteria, which are listed in no particular order:-

- (i) Adequate financial standing;
- (ii) Price;
- (iii) Relevant experience/proven competence;
- (iv) Ability to provide quality services and perform according to specified standards;
- (v) The appropriateness of the proposed research methodology;
- (vi) Technical and managerial ability to perform all elements of the Contract;
- (vii) Customer and public interface arrangements including equality;
- (viii) Health and Safety;
- (ix) Environmental Performance.

- 3.2 The evaluation panel is expected to make their decision based upon information provided in the tender; however it reserves the right to compile a shortlist using the above criteria from the tenders submitted, and invite those contractors to provide a presentation to a selection panel.

4 CANVASSING

- 4.1 Any Tenderer who directly or indirectly canvasses any Member or Officer of the Authority, concerning the award of the Contract for the provision of the Services, or who directly or indirectly obtains or attempts to obtain information from any such Member or Officer concerning any other Tender for the Service will be disqualified. If discovery occurs after the award of the Contract, the Authority shall then be entitled to terminate the Contract.

5 HOW TO COMPLETE THE TENDER

- 5.1 The tender must be calculated with careful reference to the contents of this Invitation to Tender, including the Specification and Contract Conditions.
- 5.2 The Tenderer should complete and submit as part of the Tender submission, the following:-

- (i) A signed Form of Tender (Section B). Note where a tenderer is an individual, the tender must be signed by that individual; where the tenderer is a partnership the tender must be signed by two authorized partners and where a tender is a company, two directors or a director and secretary should sign. All signatories must be authorized to sign on the tenderer's behalf;
- (ii) Tendered Price of the Works (Section D);
- (iii) The contract questionnaire and copies of specified / other documents you deem relevant (Section E).

5.3 Tenderers should treat the details of their Tenders and any subsequent Contract as private and confidential.

6 COMPLIANCE WITH TENDER DOCUMENTS

6.1 Tenders must be in accordance with all the contract documentation and no changes should be made to tender documents. Similarly tenders must not be accompanied by statements making the tender qualified in any way.

7 GENERAL

7.1 Any enquiries relating to the contract documents should be addressed to: Duncan Wise, Visitor Development Manager, Northumberland National Park Authority, Eastburn, South Park, Hexham, NE46 1BS. Telephone: 01434 611521.

8 WHERE TO RETURN A TENDER

Tenders should be sent by special delivery, recorded delivery or delivered by hand to the Finance and HR Manager, Northumberland National Park Authority, Eastburn, South Park, Hexham, Northumberland, NE46 1BS. The tender envelope must be clearly marked "**TENDER – Sounding- The Sill (Interpreting the Living Landscape Project). Do not open until tender closing date.**" If tenders are delivered by hand a receipt should be obtained. The tender should arrive no later than **19th February 2010**. **Tenders received later than the time and date specified will not be accepted.**

SECTION B

THE FORM OF TENDER

NB: You should only complete the tender after you have read and fully understood all the contract documents and understand clearly what the Authority's requirements are:

- Once a tender has been awarded no allowance can be made for any errors, omissions or misjudgements in tendering.
- The Tenderer is to allow for all costs of fulfilling all liabilities and obligations referred to in the Tender documents.
- Bids are deemed to be inclusive of all overheads and exclusive of VAT.
- If you have any doubt at all on how to complete the tender, please contact Duncan Wise. Telephone 01434 611521. Email duncan.wise@nnpa.org.uk
- Once the tender had been submitted you will not have the opportunity to alter its contents. Once the Authority has accepted the tender, the contract will be in force for the full contract period and you will not be able to withdraw from the arrangement without risking legal liability for breach of contract.
- Tenders received later than the time and date specified will not be accepted.

SEND TO: Northumberland National Park Authority, Eastburn, South Park, Hexham,
Northumberland, NE46 1BS

1. We tender to undertake the Service in accordance with the details set out in this Tender.
2. We agree that this tender, together with the Authority's written acceptance, will constitute a contract between us.
3. We confirm that the prices set out in this Tender exclude VAT.
4. We certify that this is a bona fide Tender and that we have not fixed or adjusted the amount of the Tender in accordance with any arrangement with any third party.
5. We certify that we have not done and we agreed not to do at any time before the Tender closing date any of the following:
 - (a) informing anyone of the amount or approximate amount of the tender except where confidential disclosure of the amount of the tender is necessary to obtain insurance quotations required in connection with the preparation of the tender;
 - (b) enter into any arrangement or agreement with any other person or firm that he/it should refrain from tendering or as to the amount of any tender to be submitted; or
 - (c) offering to pay any sum of money or gift to any person or firm for doing any of the acts in (a) or (b) above.

Signed _____

Position _____

Signed _____

Position _____

On behalf of _____

Address _____

Telephone _____

Email _____

Fax _____

Contact Name _____

Telephone _____

SECTION C

CONTRACT SPECIFICATION

Ethos of the Project

Northumberland National Park Authority, through this project, seeks to:

- Identify best interpretative methodologies communicating with two target audiences 'Explorer Families' and 'Young Explorers' (see Appendix 2 for Definition of Target Audiences) perceive and use the natural heritage of Hadrian's Wall Country and outdoor recreational opportunities that currently exist in Northumberland National Park and Hadrian's Wall for both audiences;
- Test interpretative methodologies with both audiences on how they can enjoy these landscapes and understand more how they are being managed to adapt to the effects of Climate Change and other pressures;
- Recommend most appropriate interpretative themes and methodologies to communicate and engage these audiences on to be incorporated in the development of The Sill – A Centre for Wild Landscapes.

Target Audience:

'Explorer Families' and 'Young Explorers' (see Appendix 2 for Definition of Target Audiences & Appendix 1 for the Executive Summary of the Audience Development Plan). These two audiences were both identified as two of the four recommended audiences to target specifically for The Sill – A Centres for Wild Landscapes.

Both these audiences are physically active and have strong interest in the great outdoors, environmental issues and seek out opportunities for self-fulfilment and improving their health and well-being. They have a predisposition to use the internet and interactive media.

It is expected that the contractor would seek the views and engage with target audiences within the **Tyneside** area, **Hexham**, **Alnwick**, **Morpeth** and **Berwick**.

Expectations of the Project:

This project will require the contractor to:

- Determine what type of information both audiences use to plan visits to the National Park and Hadrian's Wall, recommending popular media to use & what presence, content & style by the Authority would be most effective;
- With consideration of the aspirations of the Authority for The Sill – A Centre for Wild Landscapes, and using the findings of the Audience Development Plan, (see appendix 1), devise and test interpretation methodologies that will engage both audiences on the 'living landscape';
- Report on the project and make recommendations on the effectiveness of different methodologies in order to influence the development of future NNPA activity to engage target audiences about their natural and cultural heritage and the development of the Sill – A Centre for Wild Landscapes.

Expectations of the Contractor:

The Authority would expect the Contractor to:

- Produce a researched statement of their intended approach using referenced best practice for the interview
- Have considerable experience of developing, planning and delivering interpretation activities/events for these target audiences
- Have considerable experience of designing and developing popular interpretive media that successfully engages with target audiences
- Have proven experience of objective evaluation of projects and report writing
- Please note that any contact involving young people or vulnerable adults undertaken as part of the contract will require the appointed consultant to have completed the relevant CRB check (the level of which will be dependent on the level of contact with children and vulnerable people) and received appropriate clearance. Please note your CRB status as part of the funding proposal.

Outputs Required:

- 1) A report at an early stage for approval with initial recommendations of proposed methodologies and media content required for both audiences in addition to identifying intended test populations of those audiences;
- 2) At least 5 engagement activities planned, undertaken and reviewed, with a statistically robust number of individuals to test methodologies to on how target audiences can enjoy these landscapes and understand more how they are being managed to adapt to the effects of Climate Change and other pressures
- 3) An evaluation report of the project that make recommendations on most engaging and effective methodologies for both audiences to enjoy, understand & want to contribute to their natural and cultural heritage as well as informing the development of the Sill – A Centre for Wild Landscapes

Timescale:

Tender deadline: 12 noon 19th February 2010
Appointment of contractor: Week beginning 1st March 2010
Contract completion: 18th June 2010

Final Report Specification:

We will expect the findings and the finished report to be presented by the **18th June 2010**:

- as an electronic copy emailed to duncan.wise@nnpa.org.uk
- the summary of findings presented as a PowerPoint presentation

- Northumberland National Park Authority requires ownership and Intellectual Property Rights of all materials produced, and would require delivery not only of finalized products, but also of source code and development files.

SECTION D

TENDER PRICE

Name/Company

Tenderers are asked to breakdown the total of cost of delivering the contract specification outlined in Section C, under the outputs required sub section.

1. report at an early stage for approval with initial recommendations of proposed methodologies and media content required for both audiences in addition to identifying intended test populations of those audiences;		
Activity	Est. number of days	Sub-Total (£)
Total cost of delivering output 1		
2. At least 4 engagement activities planned, undertaken and reviewed, with a statistically robust number of individuals to test methodologies to on how target audiences can enjoy these landscapes and understand more how they are being managed to adapt to the effects of Climate Change and other pressures		
Activity	Est. number of days	Sub-Total (£)
Total cost of delivering output 2		
3. An evaluation report of the project that make recommendations on most engaging and effective methodologies for both audiences to enjoy, understand & want to contribute to their natural and cultural heritage as well as informing the development of the Sill – A Centre for Wild Landscapes		
Activity	Est. number of days	Sub-Total (£)
Total cost of delivering output 3		
Total cost of delivering the entire contract		

SECTION E

THE CONTRACT QUESTIONNAIRE

1.0 CONTRACTOR DETAILS

Name of Contractor / Company

Trading Name

Address

City / Town

Post Code

Contact Telephone Number Fax

Contract Manager

Email

Parent Company

Address

City / Town

Post Code

Email

Size of Company Full Time Staff Part Time Staff

Annual Turnover 2008-2009 £ 2007-2008 £

Number of years in Operation

2.0 REFERENCES

Please provide two names of recent clients / referees for which footpath pitching has been undertaken whom we may contact for written or verbal references.

	<u>Reference 1</u>	<u>Reference 2</u>
Company Name
Address

Telephone number
Email address
Contact Name

3.0 HEALTH AND SAFETY

Do you have a health and safety policy Yes / No

If Yes, please attach details.

Do you undertake Risk Assessments Yes / No

If Yes, please attach details.

Please give attach details of the following

- a) Details of any RIDDOR recorded accidents in the last five years.
- b) Details of any prosecutions under the Health and Safety at Work Act in the last 10 years.

Please attach details of Enhanced CRB checks for those team members who may be required to be in frequent or intensive contact with children or vulnerable adults in order to complete this contract.

4.0 EQUAL OPPORTUNITIES

Does the Company have an equal opportunities policy and /or Equalities Policy?
If so please attach. Yes / No

Tenders will be rejected were policies are not in place. An example policy can be found on the Authority's website.
<http://www.northumberlandnationalpark.org.uk/lookingafter/policies/equalityanddiversitypolicies/equalityanddiversityinprocurement.htm>

Has the Company ever been prosecuted under any Human Rights?
Equal Opportunity or Employment Legislation Yes / No

If Yes please attach details.

5.0 ENVIRONMENTAL QUALIFICATIONS AND STANDARDS

Does the Company have an environmental policy Yes/ No

If Yes please attach details.

6.0 INSURANCE

Please provide details of your insurance and indemnity cover, including the dates of cover, name of insurer and level/ amount of cover for both public and employers liability. Copies of the certificates will be required from the successful tenderer prior to the signing of the contract agreement.

.....

.....

.....

SECTION F

THE FORM OF CONTRACT AGREEMENT (The Contract)

NB: This is the form of Contract Agreement the successful tenderer will be required to sign. It is included here for information and you do not need to complete it.

PARTIES.

Client : The Authority

Northumberland National Park Authority
Eastburn
South Park
Hexham
Northumberland
NE46 1BS

Contact name

Duncan Wise
Telephone 01434 611521
duncan.wise@nnpa.org.uk

The Contractor

Name (The Contractor)
Address

Contact name.....

Telephone

Email:

BACKGROUND

The Authority has invited tenders for the contract to:

The Authority has invited tenders for the contract Sounding - the Sill Interpreting *A Living Landscape* Project

1.0 The Contractor has submitted a tender which has been accepted by the Authority for the Service.

CONTRACT TERM

1.0 The contract shall be completed by **18 June 2010**

2.0 Variations including extensions to the contract period may be offered by the Authority. Variations will be detailed in writing, signed and agreed by both parties before inclusion to the contract.

THE AGREEMENT

1.0 The following documents are incorporated into this Agreement:

- (a) The Tender accepted by the Authority (including all the documents referred to in the Tender).
- (b) The Contract Conditions
- (c) The Contract Specification

2.0 The documents in 1 are termed “the Contract Documents”

3.0 In consideration of the amounts paid for the Service by the Authority in accordance with the Contract Documents the Contractor agrees with the Authority to undertake the Service to the Authority’s satisfaction in accordance with the Contract Documents.

Signed

Date

Witnessed on behalf of the Northumberland National Park Authority

Signed

Date

On behalf of
(The Contractor)

SECTION G

CONTRACT CONDITIONS

INDEX

1	DEFINITIONS AND INTERPRETATION
2	AUTHORISED OFFICER
3	CONTRACT PERIOD
4	POINT OF CONTACT
5	THE CONTRACTORS OBLIGATIONS
6	CONTRACTOR'S STAFF
7	CONTRACT MANAGER
8	MODIFICATIONS
9	CONFIDENTIALITY AND DATA PROTECTION
10	HEALTH AND SAFETY
11	NON DISCRIMINATION
12	SUSTAINABLE AND FAIR PROCUREMENT
13	SUB-CONTRACTING
14	INDEMNITY AND INSURANCE
15	PAYMENTS
16	VALUE ADDED TAX
17	OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS
18	COMPLAINTS
19	LEGAL PROCEEDINGS
20	DISPUTE RESOLUTION
21	TERMINATION
22	NOTICES
23	WAIVER

1 DEFINITIONS AND INTERPRETATION

1.1 The following terms have the following meaning in the Contract: -

The Authority	Northumberland National Park Authority
Authorised Officer	the Authorised Officer referred to in Condition 2
Contract	the Agreement for the Service made between the Authority and the Contractor
Contract Charges	the charges payable by the Authority to the Contractor for the Service
Contract Documents	the contract documents referred to in the contract
Contract Manager	The Contract Manager referred to in Condition 7
Contract Period	The length of contract as specified in Condition 3
Contract Standards	i) the standards in the Contract; and ii) with all the skill, care and diligence of a competent Contractor; and iii) generally to the Authority's satisfaction
Service	the Service to be provided under the Contract
Specification	the Specification forming part of the Contract
Tender	the Contractor's Tender for the Works

1.2 The Contract shall be governed by English Law

1.3 References to: -

- (a) any Act, Order, Regulation, Statutory Instrument, etc, include any amendment or re-enactment.
- (b) one gender includes any other gender
- (c) persons include companies
- (d) singular includes the plural
- (e) clauses are to clauses in the Conditions
- (f) the Contractor's staff includes the Contractor's partners, directors, employees, agents and sub-Contractors.

1.4 The Contract represents the entire agreement between the Authority and the Contractor.

2 AUTHORISED OFFICER

2.1 The Authorised Officer is the person nominated by the Authority to act on its behalf for the purposes of the Contract and may

- (i) issue instructions to the Contractor on any matter relating to the Contract; and
- (ii) appoint representatives to act upon his behalf and shall notify the Contractor of such appointment(s)

3 CONTRACT PERIOD

- 3.1 The successful Tenderer can begin work upon completion of the form of contract agreement (Section F), by the Authority and the selected contractor. The work tendered is a grant-funded project with a definite end date of 30th June 2010, which cannot be exceeded. Contractors should only tender for this contract if they have the resources available to complete the contract by the 18th June 2010.

4 POINT OF CONTACT

- 4.1 The Contractor will be required to provide a readily accessible point of contact for the Authority. The point of contact shall be manned during normal working hours.

5 THE CONTRACTORS OBLIGATIONS

- 5.1 The Contractor shall complete the Service in accordance with the Contract to the Contract Standards.
- 5.2 The Contractor shall inform the Authorised Officer immediately if it is unable to complete the Service, or if the Contractor is aware of anything which may prevent the Contractor from complying with the Contract.
- 5.3 To enable the Authorised Officer to monitor the provision of the Service the Contractor authorises access by him to:
- relevant records and documents held by the Contractor in connection with the Service
 - the Contractor's staff
 - technology, resources and systems used or proposed to be used in connection with the Service
 - all onsite areas relating to the Service
- 5.4 Without prejudice to the Authority's other powers under the Contract, if the Contractor fails to complete the Contract in accordance with Condition 5, the Authority may pay another firm to provide part or all of the Service and the costs incurred may be deducted from the Contract Charges or shall be recoverable as a debt.

6 CONTRACTOR'S STAFF

- 6.1 The Contractor shall employ sufficient, adequately qualified, competent and suitable in all other respects, staff to deliver the Service to the Contract Standards.
- 6.2 The Contractor and their staff will conduct themselves in a manner that is appropriate to the works being carried out, the location of the works and the surrounding environments of the works, having regard to the Authority's staff needs at all times.

7 CONTRACT MANAGER

- 7.1 The successful Tenderer will be required to nominate a Contract Manager, who will be responsible to the Authority for all matters in relation to the Contract. The name of the

Contract Manager must be given to the Authority prior to the commencement of the Contract and any subsequent changes must be notified to the Authority in writing.

8 MODIFICATIONS

- 8.1 The Authority may, without invalidating the contract, vary the quantities of work, or order an addition or other change to the Service, and any such instruction shall be valued on a fair and reasonable basis using rates in the Tender where appropriate. The variation shall be effected at such time as may be agreed by both parties.
- 8.2 If the rates and prices in the Tender are not relevant to the modification then the ascertainment of the valuation shall be on a fair and reasonable basis agreed by the parties and if agreement is not possible then either party may refer the matter to dispute resolution under Condition 20.

9 CONFIDENTIALITY AND DATA PROTECTION

- 9.1 The Contractor shall not during the Contract Period or at any time thereafter make use for his own purposes of, or disclose to any person (except as may be required by law), any information contained in any material provided to him by the Authority pursuant to the Contract or prepared by the Contractor pursuant to the Contract, all of which information shall be deemed to be confidential.
- 9.2 The Contractor shall not, and shall ensure that his employees do not, divulge to any third party any information, which comes into his or their possession in the course of providing the service. Full compliance with the requirements of the Data Protection Act 1998 must be adhered to by the Contractor and their appointed persons during the term of this Contract and thereafter.
- 9.3 The successful Tenderer will be required to complete a Confidentially Agreement. This is included for information as Appendix 3.

10 HEALTH AND SAFETY

- 10.1 The contractor will be responsible for the management of health and safety in accordance with the Health and Safety at Work Act 1974 and all subsequent legislation/EU Directives and the Construction (Design and Management) Regulations 2007 for the duration of the Service. Any Contractor with more than 5 employees must submit their Health and Safety Policy document to the Authority before work commences
- 10.2 The Contractor is required to supply prior to commencement of service provision on site (after award of Contract) all documentation relating to health and safety issues e.g. risk assessments, procedures, and method statement, to cover all aspects of the anticipated Service. It is the Contractor's responsibility to ensure that this documentation is kept up-to-date and copied to the Authority when and as necessary.
- 10.3 The Contractor will also be required to meet the requirements of the Authority's Health and Safety Policy and safety arrangements so far as the Contractor's work related activities affect or are likely to be affected by the Authority's duties under the Health and Safety legislation. A copy of the Authority's Health and Safety Policy Statement can be viewed on request.

11 NON DISCRIMINATION

- 11.1 The Contractor must comply in all respects with any law or code of practice which has as its objective the elimination or reduction in discrimination of any kind in the workplace or otherwise in employment practices.
- 11.2 The contractor should take reasonable steps to secure the observance of Clause 11.1 by all staff.

12 SUSTAINABLE AND FAIR PROCUREMENT

- 12.1 The contractor shall ensure that the Services or Products (as the case may be) are provided or supplied in accordance with the Authority's Sustainable and Fair Procurement Policy (Appendix 4).

13 SUB-CONTRACTING

- 13.1 The Contractor shall not:
- a) sub-contract the provision of the Service, which will relieve the Contractor from any liability under the Contract. The Contractor shall be responsible for the acts, defaults or neglect of any sub-Contractors, as if they were the acts, defaults or neglect of the Contractor.

14 INDEMNITY AND INSURANCE

- 14.1 The Contractor shall be liable for and shall indemnify the Authority against all actions, claims, damages, costs and other expenses in relation to the injury to, or death of, any person, and loss, of, or damage to, any property, real or personal which is attributable to the negligent act or default of the Contractor in connection with the Service.
- 14.2 The Contractor shall take out and maintain insurance against its liabilities under Condition 14.1 for the minimum sum of £10 million in respect of any one incident.
- 14.3 The Contractor must take out and maintain employer's liability insurance in a minimum amount for each and every claim, act or occurrence or series of claims, acts or occurrences which complies with statutory requirements (which at the date of this Contract is £10 million)
- 14.4 The Contractor shall produce and cause any Sub-Contractor to produce such evidence that the insurances referred to in Condition 14 have been taken out and in force for the duration of the Contract.

15 PAYMENTS

15.1 INTERIM PAYMENTS

If interim payments are requested by the Contractor, the Authority in negotiation with the Contractor shall, agree a staged payment schedule based upon the completion of

agreed outputs/ stages of the contract. The Contract Manager will certify the interim invoice for payment if they accept the completion of the pre agreed output/ stage.

15.2 INVOICING INTERIM AND FINAL

The contractor shall submit an invoice(s) in accordance with the total cost quoted in the contract to 'Northumberland National Park Authority', quoting the relevant order number as soon as possible after accepted completion of the work. The contractor will be paid within 30 days of the receipt of the invoice.

16 VALUE ADDED TAX

All prices quoted in the Tender Price (Section D) of this contract document will be deemed to be exclusive of VAT. The Authority will pay to the Contractor such Value Added Tax as may be properly chargeable by the Contractor in connection with the provision of the service, upon receipt of the VAT invoice.

17 OWNERSHIP AND INTELLECTUAL PROPERTY RIGHTS

Ownership of and Intellectual Property Rights over all materials produced will be asserted and will pass to the Authority on completion of the contract, including the delivery in electronic format of any source code and development files for electronic media produced in connection with the delivery of the contract.

18 COMPLAINTS

- 18.1 The Authorised Officer will receive all complaints received in respect of the provision of the service and will advise the Contractor accordingly.
- 18.2 Where any complaint is made direct to the Contractor or his staff that complaint shall be recorded and brought to the attention of the Authorised Officer as soon as practicable after its receipt.

19 LEGAL PROCEEDINGS

- 19.1 The Contractor shall notify the Authorised Officer of any accident, damage, claim or breach of any statutory provision relating to the Service as soon as reasonably possible after becoming aware of such matter.
- 19.2 If required by the Authorised Officer, the Contractor shall provide relevant information and assistance in connection with any legal inquiry, arbitration, court proceedings or internal disciplinary proceedings relating to the Service and if required shall give evidence in such inquiries or proceedings or hearings.

20 DISPUTE RESOLUTION

- 20.1 If any unsettled dispute or difference shall arise in connection with the contract, such dispute or difference shall be referred for determination to a single arbitrator agreed upon by both parties or, in default of agreement, the Chartered Institute of Arbitrators.

20.2 The decision of such arbitrator shall be final and binding on both parties, and the costs incurred shall be borne in equal shares by the Authority and the Contractor.

21 TERMINATION

21.1 The Authority will retain the right to terminate the contract immediately and recover its losses resulting from such termination under clause A 21.3 below, if the Contractor: -

- (i) has committed an offence under the Prevention of Corruption Acts 1889 to 1916; or
- (ii) has become bankrupt; or
- (iii) has a receiving order made against it; or
- (iv) presents its petition in bankruptcy; or
- (v) is subject to a winding up order; or
- (vi) has a receiver appointed; or
- (vii) has breached his responsibilities under the health and safety at work act 1974 regulations; or
- (viii) acts or behaves in a manner which is damaging or detrimental to the image and reputation of the Authority;
- (ix) is in persistent or material breach of contract (by failure to achieve the Contract Standards or otherwise); or
- (x) changes its composition on staffing so as to seriously affect its ability to provide the Works.

21.2 The Authority has relied on the information provided by the Contractor contained in the Tender and any material misrepresentation contained in the Tender shall entitle the Authority to rescind or terminate this Contract as its option.

21.3 If the Contract is terminated or rescinded under Clause 21.1 or 21.2, the Authority shall:

- (i) cease to be under any obligation to pay the Contract Charges until the costs of the termination have been calculated and provided such calculation then shows an amount due to the Contractor;
- (ii) be entitled to use an alternative Contractor to undertake the Works or to complete the Works itself;
- (iii) be entitled, in respect of any costs directly resulting from the termination of the Contract, to deduct them from any amount which would have been due to the Contractor under this or any other contract with the Contractor or to recover them from the Contractor as a debt. Such costs shall include the reasonable costs of the Authority in terminating the Contract and making alternative arrangements for the Works;
- (iv) when the total costs, resulting from the termination of the Contract have been calculated and after taking into account any deduction made by the Authority from any sum which would (but for (i) above) have been due to the Contractor, be entitled to any balance due to the Authority which shall be recoverable as a debt, or alternatively the Authority, subject to Condition 22, shall pay to the Contractor any balance due.

21.4 The rights of the Authority under Condition 21 are in addition to and without prejudice to any other rights or remedies the Authority may have whether against the Contractor directly or pursuant to any guarantee or indemnity.

22 NOTICES

- 22.1 Notices under the Contract must be in writing and may be served by either personal delivery or recorded delivery to the addresses referred to in the Contract.

23 WAIVER

- 23.1 Failure by the Authority to enforce the provisions of the contract shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of the Contract or the right of the Authority to enforce any provisions in the Contract.

APPENDIX 1: Executive Summary of the Audience Development Plan for The Sill – A Centre for Wild Landscapes

The Big Picture: The Sill – A Centre for Wild Landscapes

Northumberland National Park Authority is redeveloping its flagship National Park Centre located at Once Brewed, in Hadrian's Wall World Heritage Site. 'The Sill – A Centre for Wild Landscapes' (working title) will inspire as well as improve visitors' understanding and enjoyment of the area by interpreting the story of the 'living landscape' around them. The focus will be on the natural and cultural landscapes, complementing the stories of the Roman occupation. It will include the special qualities of the landscape, past, present and future and how people have and may shape these landscapes, for example how we mitigate and adapt to historic and future Climate Change. It will also encourage visitors to develop and expand their experiences of the countryside.

The five aims of The Sill – A Centre for Wild Landscapes are to:

- **Welcome and inspire:** to be a venue where everyone, in particular young people, can be inspired to access and enjoy the wild landscapes of the National Park, resulting in a greater number of more diverse and more frequent visitors to the regions' countryside.
- **Provide a venue for life enhancing learning:** where people of all ages can find out more about the National Park's natural and cultural heritage and also acquire new skills often related to conservation and sustainable development. The aim is to result in more engaged, better informed audiences with the will and skills to support and contribute to the conservation and sustainable development of the National Park's special qualities.
- **Provide a showcase celebrating local enterprise:** a place where local businesses can demonstrate their products and offer their services and share the source of their inspiration i.e. the special qualities of the protected landscapes, resulting in greater awareness of and support for local enterprise that will increase income into the local economy.
- **Be an exemplar of sustainable development:** the centre, in terms of its design and construction within in a remote and sensitive landscape that will be the physical representation of the Authority's aspirations.
- **To shape future landscapes:** by providing a focal point where the Authority, land managers, researchers and the visiting public can together explore the possibilities and options to affect decisions about the management of ecosystem services and land uses in our wild landscapes

Timescale: Capital funding is being sought by the National Park Authority. If successful, then development will take place over the next two to three years. Opening is not expected before April 2013.

Purpose of the Audience Development Plan

The Purpose of this Audience Development Plan (ADP) is to:

- 1) Support Northumberland National Park Authority in its bid for funding for Stage 1 from the Heritage Lottery Fund's (HLF's) Heritage Grants programme to develop a new

Executive Summary of the Audience Development Plan for The Sill

discovery/heritage centre at Once Brewed called 'The Sill – A Centre for Wild Landscapes' (working title)

- 2) Help shape Northumberland National Park Authority's and its partners' understanding and approach towards engaging new audiences to visit Hadrian's Wall and Northumberland National Park.

The Audience Development Plan will be used to inform the development of The Sill, to ensure that:

- It will continue to attract more of those audiences who are already visiting as well as new audiences to Hadrian's Wall and Northumberland National Park
- It develops facilities, activities, services and experiences that provide on-going high levels of satisfaction to target audiences
- It employs the appropriate interpretive themes to engage with these targeted audiences and inspire them visitors to visit the protected landscapes and the wider countryside more often
- Provides access and opportunities to those audiences who are found to be under-represented at present

This Audience Development Plan:

- Sets out the aims and the aspirations for The Sill and its surroundings with respect to audiences
- Describes the context of The Sill within the central area of Hadrian's Wall World Heritage Site and Northumberland National Park
- Presents key findings from audience research and consultation
- And sets out key audiences, revised proposition and an outline action plan

National Park Centre, Once Brewed - Current use

National Park Centre, Once Brewed is located just a few hundred metres from the most iconic section of the Hadrian's Wall World Heritage Site. Visitors can walk from the centre up onto the Wall itself (15 – 20 minutes) and enjoy some of the finest views of the Wall and its setting east to Crag Lough and beyond. Once Brewed is one of three popular visitor destinations within the central sector and forms a corner of a 'golden triangle' linking with Housesteads Roman Fort and Vindolanda Museum to the east.

Once Brewed is the Authority's flagship National Park Centre and is one of three Centres (others at Rothbury and Ingram) that welcome and inform visitors to Northumberland National Park. Northumberland National Park was designated in 1956, is approximately 1000 km² (approx. 400 sq miles) in size, and covers an area that encompasses the central section of Hadrian's Wall in the south, part of the North Tyne valley, the Otterburn Training Area in Redesdale, the Simonside Hills and Upper Coquetdale and the Cheviot Hills on English side of the Scottish border to the north.

The National Park Centre at Once Brewed comprises an award-winning Tourist Information Centre (Best TIC in England 2007 and Gold Award Green Tourism Business), with a dedicated team of four Information Assistants, providing a wide range of visitor services and facilities.

The southern area operations team use the National Park Centre at Once Brewed as its administration base to deliver a wide range of field services across a 500 km² area of the National Park from Hadrian's Wall in the south to the A68 in Redesdale.

Executive Summary of the Audience Development Plan for The Sill

Issues concerning the visitor experience of the National Park Centre, Once Brewed

Two key visitor surveys were analysed by National Park Authority officers in detail to ascertain the current use and expectation of visitors both to the National Park Centre, Once Brewed and Hadrian's Wall. The first was the Annual Visitor Centre Assessment for Once Brewed. The second was the Wood-Holmes Hadrian's Wall Survey 2005.

The Centre at Once Brewed appears to provide a high quality service to visitors and sets a high benchmark upon which to improve upon; a fact reinforced by the Centre winning the Best TIC in England in the 2007 "England for Excellence Awards". Visitors have clear reasons why they visit the centre in the first place and are showing an increasing interest in the interpretation of the National Park and the landscape and using the information that is available to help them to explore and enjoy it.

Visitors are also more discerning when it comes to the quality of the merchandise and the refreshments on offer (including the seating area), and it is not unsurprising that these are the two areas consistently highlighted for future improvements.

As for the visitor profile, it is evident that the vast majority of our visitors are white, are middle aged or of retirement age, have an average income and are reasonably fit and healthy.

Issues concerning the visitor experience of Hadrian's Wall Country

Hadrian's Wall Country appeals on a number of levels –both directly linked with the Wall itself, but more significantly in relation to the Sill, people are impressed by its setting in the landscape and want to know more about it.

There are some groups who come in smaller numbers than might be expected or desired – children and young people in particular. However, patterns over the school holidays indicate that the Wall is attractive to families with children. At some sites, notably at sites within the rural central area changes are needed to make them more child-friendly and child-relevant. Visitors aged 18 –24 are also under-represented and have lower levels of satisfaction with their overall impression of sites and Hadrian's Wall Country generally. As parents of the future, it may be worth focusing on this group and their needs.

Whilst the overall rating of sites is very high, Catering and shops on site receive lower satisfaction scores. Improving these facilities would not only generate a more positive experience for visitors, but would also increase revenue. Visitors are also less positive about the range and quality of places to eat and drink in Hadrian's Wall Country.

Recommendations: Widening the Appeal:

- There are some groups who come in smaller numbers than might be expected or desired – children and young people in particular.
- Visitor patterns over school holidays indicate that the Wall is attractive to families with children.
- Satisfaction for the suitability of sites for children is low, indicating that there may be changes needed to make sites more child-friendly and child-relevant.
- Visitors aged 18 – 24 are under-represented and have lower levels of satisfaction with their overall impression of the Hadrian's Wall visitor experience.
- As parents of the future – need to focus on this group and their needs.

Recommendations: Facilities:

- Catering and shops do receive lower satisfaction scores.

Executive Summary of the Audience Development Plan for The Sill

- Visitors are not impressed about the range and quality of places to eat and drink in Hadrian's Wall Country.
- Need to improve these facilities for a better experience and increase in revenue.

Issues concerning the integrated use of the National Park Centre, Once Brewed

The buildings at Once Brewed originate from the late 1960s, when the present Youth Hostel was constructed. Over the years, further extensions to the building have been added, including the development of a dedicated car park to the south of the complex.

Exterior: The buildings are neither attractive nor commensurate with a World Heritage Site or National Park – they have simply passed their 'sell by date'. Visually, the National Park Centre is a mish-mash of development that has grown organically over the years, adapting to needs and expectations of both visitors and of the Authority itself.

Interior: In 2004, the Authority refurbished the TIC, creating a more open-plan layout with an ambience reflecting the tranquillity of the National Park. A predominant use of National Park imagery reinforced the fact that this is a centre for the whole of the National Park, not just Hadrian's Wall. Visitors have responded positively to the improvements, but while visitor satisfaction is high, there are a number of management issues that need to be addressed:

- The level of interpretation is very basic and is targeted primarily at adults. There is no room for interactive displays or temporary exhibitions.
- Due to the open-plan nature of the building and also because of the centre's limited size, there is no dedicated room for visiting groups to use (the youth hostel next door has also highlighted a need for a classroom venue close by for their residential groups to use).
- From the numerous visitor surveys that been carried out, the most quoted 'improvement' recommended by visitors is the need for a better quality refreshment facility, both in terms of the quality of the food and the expectation of a dedicated café/seating area.
- The toilets are long overdue for improvement. Visitors pay considerable attention to the quality of the toilets they encounter, and depending on how good or how bad they are, they can make the difference between an enjoyable day out or not.
- There is also no provision for showers, a drying room, a bike/boot wash, equipment spares & repairs etc.
- There are no family friendly features such as a children's' playground, secure dog run, wet weather attraction, etc.

The information assistants and the southern operations team fulfil their duties well from the Centre and much effort is made to ensure that members of staff and visitors mix and communicate with each other. However, it becoming apparent that there is a need for:

- Dedicated space (interior and exterior) for temporary displays, talks, presentations, etc to communicate the work of NNPA and land managers in managing the landscapes for wildlife, sustainable development and recreation
- Consultation rooms to be used by staff, the local community, as well as by staff from other agencies
- Faster and more robust IT connectivity

Audience Research

Having defined the proposition that suggested how the five aims of the project could be delivered through the Sill (i.e. to welcome & inspire; a venue for life enhancing learning; a

Executive Summary of the Audience Development Plan for The Sill

showcase celebrating local enterprise; an exemplar of sustainable development and to shape future landscapes), it needed to be market tested.

Morris Hargreaves McIntyre (MHM) consultants were commissioned by the National Park Authority to test the market for The Sill. In testing the market, the consultants were required to deliver the following:

- Ascertain with evidence which audiences are likely to find the proposition most appealing
- Ascertain with evidence which elements of the proposition would appeal to different markets and why
- Identify the most appropriate interpretative and educational themes and media for The Sill that also complement the other stories being told at other sites along the Wall
- Ascertain potential visitor flow to the centre over the next five years
- Identify possible income streams from commercial activities likely to be successful on site that may sustain the centre in the long term

MHM began the project with a programme of **desk research**, reviewing key reports and research undertaken into the existing market for Once Brewed, as well as key trends in the market for days out visits to natural attractions in the UK. This included a review of data held by Northumberland National Park Authority and secondary data such as MINTEL and Visit Britain reports, it also drew on MHM's own, unpublished work on visitor segmentation and its own UK Days Out study.

MHM also reviewed a number of comparable attractions to The Sill to determine visitor figures and key criteria for a successful natural attraction.

In order to test the appeal of the proposition of The Sill with the target market, MHM undertook **primary research with UK days out visitors** its own UK Days Out Online Panel.

Through MHM's extensive work to understand and profile the motives and needs of each segment in the Days Out visitor market (for clients including the National Trust and English Heritage), they had established a UK Days Out Online Panel consisting of UK residents who make day trips, overnight visits, short and long breaks that include leisure activities. They represent different segments, age groups and geographic locations, as well as different levels of general and specialist interest in various leisure activities and subject areas.

Each element of the proposition of The Sill was tested with the potential market using an online survey. The survey included rich stimulus material that conveyed, explained and evoked the proposed activities, experiences, and offers of the new Sill Centre.

The resulting data was segmented using both Morris Hargreaves McIntyre UK Days Out and ArkLeisure segmentation systems to determine the visiting needs of each segment and the degree to which the proposals for The Sill meet these needs.

Devised by MHM, their model is divided into seven segments:

- Home & Hearth
- Consumer families
- Social Wanderers
- Young Explorers
- Intellectual Venturers
- Independent Eclectics

Executive Summary of the Audience Development Plan for The Sill

Northumberland Tourism Ltd, the Area Tourism Partnership for Northumberland has chosen the ArkLeisure segmentation system to focus its marketing campaigns - particularly on Traditionals, Functionals, Cosmopolitans and Discoverers.

A full explanation of these market segments can be found in Chapter 8.

Morris Hargreaves McIntyre were also tasked to **consult with key internal and external stakeholders** including partner organisations and potential funders, to test their reactions to the plans for The Sill. These interviews enabled the consultants to refine the study as well as its recommendations.

Interviews were concluded with representatives from the following organisations:

- Northumberland National Park Authority
- Northumberland County Council
- North Pennines Area of Outstanding Natural Beauty
- Natural England
- Northumberland Tourism Ltd
- The National Trust
- Hadrian's Wall Heritage Ltd
- Haltwhistle Partnership
- Tynedale Council
- Youth Hostel Association
- ONE NorthEast
- Vindolanda Trust

The full final report: The Living Landscape – A celebration of the specialness of Northumberland National Park – September 2008, written by Morris Hargreaves McIntyre is found in Appendix 1.

Findings of the research

The **desk research** paints a positive picture for a development that seeks to interpret and contextualise the natural and cultural landscape of Northumberland. Key trends such as the growing interest in environmental issues and sustainable tourism, a demand for authentic products and experiences, a turn to nature and the pursuit of 'wellness' all chime with the proposals for The Sill.

The Sill has a unique opportunity to capitalise on market trends to develop a centre that meets the needs of the market now and in the future.

The **primary research** from the Visitor Needs analysis identified that the natural landscape is core to a visit to both Northumberland and the central zone of Hadrian's Wall. Every visitor to the area is already engaging with the natural environment. Furthermore, there is a clear demand to have the landscape interpreted to deepen the visiting experience. There is significant unmet demand in terms of landscape interpretation in the area and an overwhelming desire to know more about what makes the area special.

The people who are most attracted to The Sill are those that the existing interpretation product is not adequately servicing, that is families and young people, as well as the ArkLeisure segments of Cosmopolitans and Discoverers.

Executive Summary of the Audience Development Plan for The Sill

The interpretation offer proposed for The Sill fits intimately with the existing offer; it neither competes with it nor complements it, but addresses a significant interpretation gap. You quite simply cannot view the historic monument without viewing the landscape; the landscape is core to the existing offer and is the reason why this part of the Wall is so popular – rather than say the section in Newcastle.

The Sill proposition fits perfectly within the existing offer; it is the missing piece of the interpretation jigsaw. The opportunity to have this unique and special landscape interpreted significantly enhances the overall appeal of the area to potential visitors. Interpreting the landscape offers the opportunity to:

- Enhance a visit for existing visitors to the area, encouraging them to stay longer and do more: by interpreting the landscape, The Sill offers a more rounded and complete visit to the area, deepening the experience and increasing satisfaction
- Encourage repeat visiting: by extending the breadth and depth of the existing offer, visitors will be encouraged to make additional visits to the area in order to take advantage of the full offer
- Attract additional visitors into the area: there is clear resonance and demand for The Sill amongst core segments who are not currently visiting in large numbers, most notably families and young people, the offer of landscape interpretation is highly appealing to these groups

What does The Sill need to be to succeed?

In order to realise its potential and attract visitors in its own right, The Sill will need to move from the primarily information-based proposition of Once Brewed, to a destination offer in its own right. The move from an information proposition to a visitor destination will require more than an upgrade of the existing facility, the centre will need to be repositioned and packaged up as a destination visitor attraction. In order to move from information to destination, The Sill will have to deliver the following:

- A highly resonant proposition – the prospect of a centre that interprets the Living Landscape, exploring the specialness of the area, is highly appealing
- Density of the offer – The Sill needs to go beyond the minimum expectations of a TIC or visitor centre if it is to be viewed as a worthwhile destination in its own right. The centre must offer critical mass – enough to warrant a visit – this includes café, retail, first class visitor facilities, engaging interpretation and extended visitor services
- An exceptional visitor experience – the experience of visiting must exceed visitors' expectations. This will come from innovative design and interpretation, excellent food, engaging interpretation themes, great staff and innovative architecture. All these elements and more will make a visit to The Sill a deeply engaging experience and encourage revisiting and positive word of mouth

What do people want from The Sill?

Through the primary research testing the proposition with potential visitors, we have developed a highly detailed understanding of the needs of the Days Out market regarding the offer of The Sill.

The research has identified that different elements within the offer are more appealing to certain segments than others. The Authority will now need to take some fundamental decisions

Executive Summary of the Audience Development Plan for The Sill

as to which segments to focus on and therefore how to position the Sill to these segments in order to most effectively meet their needs – The Sill cannot be ‘all things to all people’.

At this early stage, the Authority has the ability to tailor the product and focus provision on some segments more than others. This research report provides NNPA with the visitor insight to tailor and develop the offer further.

The **stakeholders interviewed** were overwhelmingly supportive of the new development, believing that it has significant potential to add to the offer in the area. While the overwhelming response was positive support for the new development, a number of concerns, or more accurately unanswered questions, were raised during the interviews that need to be addressed by Northumberland National Park Authority to ensure maximum support for The Sill in going forward to the next stage of development.

None of the concerns identified below are felt to be insurmountable and the majority can be addressed directly as from the findings of this research.

Recommendations

The core proposition:

The core interpretation proposition of The Sill should be focused on the Living Landscape – offering a celebration of the specialness of the Northumberland landscape. This should incorporate both the human and natural world, and range from the historic context of the area, to contemporary and future issues facing the landscape and it has and continues to change and develop over time. This sense of celebration needs to pervade everything that The Sill offers – from the food served in the café to the types of local activities able to purchase from the shop.

In terms of the look and feel of the centre, there is a clear desire for a development that is intellectually challenging, exciting, engaging, forward-looking, innovative, unique and special.

While The Sill must be personal, welcoming and involving, visitors and stakeholders alike do not want to see a venue that is run of the mill or cosy. The Sill needs to offer something that is significantly different to the existing offer within the area, and amongst other national park attractions.

A destination attraction:

The proposed investment in The Sill is not about just enhanced information or improved facilities – although both are needed and welcomed, it is about transforming site into a destination attraction.

Northumberland is viewed as a remote and high-risk visitor destination. The Sill can reduce the risk associated with visiting the area by creating an iconic gateway attraction that draws on the brand strengths of the National Park and the unique and special qualities of the Northumberland landscape, to deliver much needed critical mass in the area.

This will not be achieved via an upgrade. NNPA need to put The Sill on the map – a major repositioning is required. This is not going to stop people from visiting other sites, but will increase the density of the overall offer in the area and add rich context to the visit to deepen meaning and enjoyment, and encourage repeat visiting.

Executive Summary of the Audience Development Plan for The Sill

Target segments:

The Sill cannot be all things to all people. Going forward, NNPA needs to select a number of target segments enable them to focus the next stage of development. Based on the primary research and the objectives of The Sill, the recommended segments to target are:

- Explorer Families
- Young explorers
- Independent eclectics
- Intellectual venturers

These segments comprise 50% of the UK Days Out Market. The needs and interests of these segments sit very comfortably together with each other and the ambitions of NNPA in The Sill. These segments have a shared interest in learning, history, culture, nature and the environment, 'place' and a sense of adventure. They dislike heavily branded, 'consumer' attractions, or an attraction that is cosy and twee.

Consumer families will be attracted to the venue if the family offer is strong enough – akin to Rheged or Rosliston Forestry Centre. However they are unlikely to visit such an isolated and potentially high risk attraction otherwise.

Social wanderers while interested are more likely to opt for 'easier' destinations offering a slow pace, non-challenging day out. They may well visit The Sill if the café, shop and views hit the spot for them.

Home and hearth are unlikely to make the journey to visit unless the proposition is very low risk, to the extent of being branded and commercial.

In terms of accessibility targets, the family and Young explorer segments have are the younger and most ethnically diverse of the segments. The Intellectual venturer segment has lower income and higher incidence of a long-term limiting illness than other segments.

Visitor Projections

Currently Once Brewed is operating as a Visitor Centre – providing information to visitors to enable them to explore a defined theme; that is Hadrian's Wall central zone. This puts it on a par with other visitor centres such as Speyside Heather Centre – heather, Bwlch Nant-y-Arian – red kites and National Wildflower Centre – wildflower. Defined in their scope, such centres attract relatively modest numbers of visitors, up to 100,000 per annum, who share an interest in the specific topic or theme being covered.

MHM believes that the proposals for The Sill could raise it above a Discovery Centre. That is a centre that seeks to interpret a relatively small with defined offer, such as Waters' Edge – the Humber Estuary, Shropshire Hills Discovery Centre, Durham Dales Centre, The Isle of Bute Discovery Centre and Llyn Brenig Visitor Centre – fly-fishing lake. Such centres attracting between 100,000 and 150,000 visitors per annum.

If The Sill is developed as a destination visitor centre, offering a gateway to the National Park – effectively 'opening up the area' then the research indicates that the Centre will retain current visitors, as well as attract significant numbers of new visitors.

Without detailed market sizing research it is difficult to give an exact figure for the number of visits, However, based on the number of people in the area, the high appeal and visitor figures

Executive Summary of the Audience Development Plan for The Sill

at comparator venues, if the offer is as compelling as the initial plan suggest, will be able to deliver additional visitors to the area and a substantial increase in visits is likely.

With this in mind, MHM make a conservative estimate that the Centre would be looking to attract at least 150,000 visitors per year, but that it should be prepared to attract in excess of this figure, potentially up to 200,000 visitors.

And finally.....what's in a name?

The Sill – A Centre for Wild Landscapes has been a working title for this project since its inception, but it was chosen by Officers driving the project. Some evidence had emerged, notably from the Business Survey (see Enterprise Plan) that 'The Sill' was too ambiguous a title to give to such a project. Many businesses had shown a preference for a more 'descriptive' title, one that was geographically aligned to either Hadrian's Wall or Northumberland National Park.

Following the completion of the market research report by Morris Hargreaves McIntyre on the proposition, a supplementary piece of investigation was subsequently initiated to identify an appropriate name for this new centre. A shortlist of possible names was submitted to MHM for analysis, using its UK days Out On-Line Panel.

Of the names proposed, "Northumberland National Park Discovery Centre" was deemed the most appealing for the core segments of Explorer families, Independent eclectics and Young explorers.

The term "Discovery Centre" does however imply excitement and activity, and there is an acknowledgement that it could be viewed as too child-orientated to attract a broader audience. Instead, an alternative could be "Gateway Centre", although this has not been tested with potential audiences.

It was also suggested that an appropriate supporting tag-line might help to provide a sense of everything the centre offers via marketing channels such as:

**"Northumberland National Park Gateway Centre
-Discover the Living Landscape"**

APPENDIX 2:

Definition of Target Audiences (see scanned pages at the end of this document – ‘Segmentation of the Days Out Market’)

NB: This is the Confidentiality Agreement the successful tenderer will be required to sign. It is included here for information and you do not need to complete it.

I (The Contractor) understand this temporary engagement as (Service provided) requires me to treat as confidential any information relating to the National Park Authority's affairs, operations or members of staff of which I become aware of or utilise in my work for Northumberland National Park Authority.

I undertake not to disclose any such information to a third party, including other members of staff and members of the public, or destroy it, without the prior approval of Mr Tim Fuller, ICT Manager. I understand that this obligation continues indefinitely, even though my engagement may have ceased, and that a breach of it will render me liable for a breach of this undertaking.

Signed:

Name (Printed):

Date:

Place:

Witnessed:

Name (Printed):

Date:

Place:

APPENDIX 4:

SUSTAINABLE AND FAIR PROCUREMENT POLICY

What Is Meant By Procurement?

Procurement is the process of acquiring goods, works and services, covering both acquisitions from third parties and from in-house providers. The process spans the whole cycle from identification of needs, through to the end of a services contract or the end of a useful life of an asset.

Current Procedures

The National Park Authority currently acquires goods, works and services on a totally devolved basis. All nominated officers are able to place orders within their budgets. There is no procurement policy as such. All controls and checks are purely of a financial nature and there is no analysis of the environmental, economic or social impact of the Authority's cumulative spends.

Aspiration

The National Park Authority recognises that its procurement decisions can have a large impact on the environment and people, both locally and globally. Many of the goods and services it buys can cause damage to the environment or public health through the use of raw materials, the manufacture of goods and their distribution, use and disposal. Targeting spend more effectively will accelerate the delivery of the Authority's Vision for sustainable rural development. It will also end the anomalies and the inefficiencies that inevitably result from devolved procurement. Buying goods and services using an electronic system rather than using a paper ordering process will also reduce costs and increase efficiency.

Best Value and Corporate Procurement

Northumberland National Park Authority aims to provide services that offer best value in terms of economy, efficiency and effectiveness; and that have the capacity to improve performance. Procurement should be an important element in any best value or other strategic review of service. Such reviews should include consideration of alternative methods of provision.

In the context of a procurement process, obtaining 'best value for money' means choosing "the optimum combination of whole life costs and benefits to meet the customer's requirements". This is not necessarily the lowest initial price option and requires an assessment of the ongoing revenue/resource costs as well as initial capital investment. The Authority's requirement should include environmental, economic, social and other strategic objectives and be specified at the earliest stages of the procurement cycle. The criterion of best value for money is only used at the award stage to select the bid that best meets the requirement.

Partnering contracts

Collaboration, networks and links with other organisations, can provide benefits to the National Park Authority. Working with other organisations to combine buying power, to procure or commission goods, works or services jointly or to create shared services should be seen as advantageous. This form of public-public partnership should, in appropriate circumstances, be regarded as an option capable of delivering economies of scale.

Responsible Procurement

All products have an impact on the environment. It may be due to the use of valuable natural resources, or pollution caused during manufacture or processing. Energy use during production or distribution may also be excessive, particularly if products are produced many miles from

their destination. There are also issues relating to the eventual disposal of products. It is important therefore that the products the Authority uses have the minimum impact possible on the environment - they should be sustainable.

Goods and services may also be produced and delivered under conditions which involve abuse or exploitation. The globalisation of trade means that many of the goods on sale in the UK have been produced by people who experience dangerous or discriminatory working conditions. These activities inevitably affect the environment of other countries and often their National Parks. Fair trade is thus an issue that needs to be addressed in any sustainable procurement policy for the National Park.

Northumberland National Park Authority therefore undertakes to follow a sustainable and fair procurement strategy and give guidance to its employees and suppliers to ensure that they incorporate environmental, economic and social issues into their procurement practices.

Achieving Environmental and Social Sustainability

To achieve the National Park Authority's objectives relating to environmental sustainability, the organisation recognises that it should take a positive lead, by carrying out its procurement activities in an environmentally responsible manner. The Authority will therefore work to:

- Reduce the number of goods and services procured by cutting down on waste and repairing or reusing existing goods.
- Purchasing products and services that use fewer natural resources in production and distribution and promote Fairtrade products.
- Take account of whole-life costs, quality, environmental impacts and other benefits and not just the initial price.
- Purchasing products that can be recycled or disposed of with minimal environmental damage
- Buy the most energy-efficient products where they give value for money, taking account of whole-life costs, using the European Commission's mandatory energy-labelling scheme.
- Purchasing locally where possible, to reduce the impact of transport, as long as the criteria above are met.
- Ensure procurement is consistent with this statement, by conducting at least one pilot project or environmental audit each year

while complying with the law, including EC procurement rules and international agreements on trade.

The Authority will also work with its suppliers, wherever possible and practical, to green the supply chain by:

- Promoting environmental awareness amongst suppliers and ensuring they are aware of the Authority's Sustainable and Fair Procurement Policy.
- Providing relevant information and training for specifiers and end users.
- Including environmental specifications in all contract documentation and ensuring environmental criteria are used in the award of contracts.
- Encouraging suppliers to introduce more environmentally friendly processes and goods (which can be verified) at competitive prices.
- Assessing the environmental credentials of major suppliers and their goods.

Reduce the number of goods and services procured by cutting down on waste and repairing or reusing existing goods

The best environmental option is to procure and use less. This will conserve resources and reduce pollution, as well as significantly reducing the amount of waste produced. Before buying any goods staff should consider whether consumption can be reduced by reusing or repairing existing materials and goods. Investigations should also be made into whether alternative procedures can be put in place to remove the need to buy goods and services. For example, can goods be shared, borrowed or loaned rather than purchased?

Use the least environmentally damaging goods and services and promote Fair Trade

Procurement decisions should be based on environmental criteria along with other major factors such as value for money, quality and whole life costs. The Authority should assess whether goods and services:

- Are durable, reusable, refillable or recyclable
- Contain reused, recycled or renewable raw materials
- Are energy and resource efficient
- Use minimum packaging and encourage waste reduction
- Are non (or minimum) polluting
- Promote Fairtrade
- Are locally produced
- Are free from ozone depleting substances, solvents, volatile organic compounds and other substances damaging to health and the environment
- Are from certified sustainable sources.
- Cause minimal damage to the environment in their production, distribution, use and disposal, and
- Are on the most competitive terms having regard to Best Value.

While preference should be given to goods that have been independently certified by a credible certification scheme it should be noted that in certain circumstances this can act against the interests of sustainability and local suppliers.

Provide value for money by taking into account the whole life costs of goods and services

The Authority should take into account all aspects of costs including running and disposal costs, as well as the initial purchase price. The main elements to take into account when considering Whole Life Costs are:

- *Direct running costs* – e.g. resources used over the lifetime of the product or service such as energy, water;
- *Indirect costs* – e.g. loading on cooling plant arising from energy inefficient equipment, maintenance costs, training;
- *Administration costs* – e.g. COSHH overheads from buying hazardous products requiring additional controls and special handling and disposal;
- *Spending to save* – e.g. investing in higher levels of insulation to save heating and reduce bills;
- *Recyclability* – e.g. creating markets for our own waste by buying recycled products, to promote the development of long term markets for localised recycling activities;
- *Cost of disposal* – e.g. paying a premium at the outset to reduce waste by choosing a product which is more durable, re-usable and recyclable and does not contain hazardous substances requiring disposal in a special way. Consideration should be given to current and impending EU and UK waste regulations.

After considering these aspects it may mean value for money is provided by investing in a more expensive product or service initially, to reduce costs in the long run.

What Is E-Procurement And Why Are We Doing It?

Electronic procurement (e-procurement) is an area that is developing and changing at an extremely rapid rate. The Procurement Policy relating to this aspect needs to remain flexible to ensure that it stays responsive to emerging developments, and must include the capacity for improvement based on continuous learning. A number of steps will focus on delivering better services, for better value using closer relationships with suppliers and new procurement processes including procurement on-line.

- *Increase market share* - Part of the e-procurement initiative is to enable competitive local businesses to trade within the marketplace.
- *Reduce cost of sales* - Purchasing electronically via the Internet from electronic catalogues or by e-mail reduces the administrative costs of both the buyer and supplier of placing an order. It is intended to virtually eliminate paper orders and invoices and maximise the benefits of electronic technology.
- *Quicker payments* - Purchasing electronically also reduces the administrative costs of both the buyer and supplier in invoicing. In addition the Authority is aiming to reduce its administration costs by reducing the manual processing of invoices.
- *Reduce cost of inventory* - Technology will be used to reduce the cost, and improve the efficiency and effectiveness, of all aspects of the Authority's procurement process and its suppliers and contractors. There are distinct advantages for suppliers, including smaller firms.
- *Improve management information and provide marketing data* - E-procurement increases the amount of information available to both parties and allows them to plan for the future.
- *Offer the technology to other sectors and other customers* - Some suppliers already have the capability to send the Authority electronic invoices, so we are currently investigating how best to process and store these.

Local Purchasing

The Authority's contracts for goods, services and works cover a wide range of requirements and local suppliers already account for a significant level of expenditure. The National Park recognises its responsibilities to local communities and the opportunities afforded through procurement to help deliver corporate objectives, including the economic, social and environmental objectives set out in the National Park Management Plan. Local business that can meet the Authority's social and environmental objectives should be able to compete for work alongside contractors from outside the area and the National Park will encourage them to do this by:

- Ensuring that developments emanating from the National Park's e-Business Group, particularly the e-business portal, are adopted, as appropriate.
- Developing and publishing a 'Selling to the National Park' guide as a means of clarification for suppliers and an opportunity to market the National Park.
- Publishing details of forthcoming bidding opportunities and contact details for each contract on the internet.
- Reviewing procedures to examine methods of reducing the challenges facing small and medium enterprises when doing business with the National Park.
- Increasing the level of contact with local business by working in liaison with the Chamber of Commerce to sponsor and support 'meet the buyer' events.

- Encouraging supplier partnerships to better facilitate competitive quotations for National Park business, through consortium bids.

Equality

Northumberland National Park Authority is committed to promoting equality of access. The National Park will treat all people equally including those contracting to supply goods or services. It will not discriminate on the grounds of age, colour, disability, ethnic origin, gender, and sexuality or on any other unjustifiable grounds. Suppliers or contractors appointed for the provision of goods, services or works will have to comply with these criteria.

Probity

Controls within the procurement and financial processes exist to promote good practice and not only help the prevention of fraud but also protect the individuals concerned against allegations of fraud. Compliance with appropriate legal requirements and the internal controls set out in the Financial Procedures is essential. Involvement in procurement requires consideration of the following:

- There is a duty to behave honestly and in a trustworthy manner maintaining standards which the public is entitled to expect
- All staff have a fiduciary responsibility which means they are individually and collectively, responsible for the safe and proper arrangements relating to public spending
- All managers have a responsibility to ensure systems and appropriate training is operating to prevent fraud.

Risk Management in Procurement

It is essential that the risks associated with procurement are properly assessed and managed. This will be particularly important when changing service providers and suppliers and will need to be considered in respect of both initial and ongoing costs and service level. Management of risk involves having processes in place to monitor risks, access to reliable current information about risks and appropriate levels of control operational within a framework of risk identification and analysis.

Risks, it is recognised, must be managed in an integrated way. Environmental concerns in contract arrangements can either be addressed at the specification stage of the buying process, such as specifying the content of recycled materials or specifying certain substances cannot be used or by building environmental factors into the assessment process.

Sustainability

The National Park recognises the need to carry out procurement activities in an environmentally responsible manner and will, therefore:

- Comply with all relevant environmental legislation
- Encourage contractors and suppliers to investigate and develop environmentally friendly procedures and products
- Ensure that suppliers environmental policies are considered during tender evaluations and that, where appropriate, environmental criteria are used in the award of contracts
- Wherever possible and practicable, specify the use of environmentally friendly materials and products
- Ensure that specifications, as appropriate, provide the facility for suppliers to provide environmentally friendly alternatives.

Terms and Conditions

The following general statement will be included in the Standard Terms and Conditions of all new contracts:

The contractor shall ensure that the Services or Product (as the case may be) are provided or supplied in accordance with the National Park Authority's Sustainable, Fair and e-Procurement Policy. Copies of any relevant documents setting out the Authority's policies in this regard shall be provided to the Contractor upon request.

Environmental specifications and criteria

All procurement of goods and services should be carried out in accordance with EU and UK legislation, Standing Orders, Financial Regulations and other procedures determined by the National Park Authority. Environmental requirements should be incorporated into contracts ensuring they:

- Are appropriate and relevant to the product or service,
- Are included within the tender,
- Apply equally to all potential suppliers or contractors,
- Are not anti competitive,
- Do not specify brand products,
- Do not refer to non-commercial matters

Other environmental requirements specific to the contract

The National Park Authority will establish criteria by which the environmental impact can be taken into account during tender evaluation and this will be clearly identified in tender documentation. The weight given to the environmental impact of the tender will be dependent on the Authority's perception of the risk associated with that purchase. The Authority will continually review its contract specifications and assessment to ensure they comply with environmental legislation and reflect best practice.

Environmental awareness relating to procurement

To ensure full account is taken of the Sustainable and Fair Procurement Policy the Authority will develop and implement a training programme to raise awareness and to explain the procedures for implementing environmentally friendly procurement. This will provide detailed guidance to help employees buy or specify products and services which cause the least environmental and social damage.

Promoting environmental awareness amongst suppliers

Whenever the National Park Authority invites tenders for new contracts a copy of the Sustainable and Fair Procurement Policy will form part of the tender documentation. Suppliers who initiate and promote good environmental practice and provide a good service will be recognised. The Authority also intends to highlight opportunities for suppliers to improve their environmental performance through disseminating best practice and directing suppliers to further sources of information.

Encouraging suppliers to introduce more environmentally friendly processes and goods at competitive prices

The Authority's intention is to increasingly develop specifications that are environmentally friendly. These enhanced specifications should encourage manufacturers and suppliers to develop environmentally preferable goods and services, at competitive prices.

Assessing the environmental credentials of major suppliers and their goods

Ultimately the National Park Authority would like its suppliers to be 100% environmentally and socially committed. Suppliers and contractors will increasingly be asked questions relating to their environmental performance.

Competencies and Development

The National Park is committed to Training and Development of all staff and members involved in procurement. An annual training programme will be published and delivered as an integral element of the Procurement Improvement Plan to support the programme of modernisation and the development of innovative procurement methods.

Training delivery will be via both internal and external providers, as appropriate, following a skills audit. The continual measurement of awareness and the competency of Procurement related staff will be ongoing.

Procurement Procedures

In order to introduce a sustainable, fair and e-procurement policy the Authority needs to totally re-examine its approach to purchasing. In particular it needs to decide where in the structure of the organisation responsibility for procurement lies. It is likely that some centralisation of the purchasing function will be necessary if the Authority is to have a workable policy. It is therefore recommended that one person be given specific responsibility for developing and implementing the proposed policy.