Invitation to Quote for: Trent Valley Past & Present; Permanent Stone Sculpture

Quote Reference: TVPP PSS

Quote Return Date: 5pm Monday 23rd November 2026

Quote Returned to:

Sue Kneill-Boxley, Community Connector
s.kneill-boxley@staffs-wildlife.org.uk
Staffordshire Wildlife Trust
The Wolseley Centre
Wolseley Bridge
Stafford
Staffordshire
ST17 0WT

BACKGROUND

About Staffordshire Wildlife Trust

Staffordshire Wildlife Trust (SWT) is part of The Wildlife Trusts, the largest UK voluntary organisation dedicated to conserving the full range of the UK's habitats and species whether they be in the countryside, in cities or at sea.

Staffordshire Wildlife Trust carries out conservation projects all over the county to protect our special landscapes and wildlife. Our vision is of a thriving natural world, with our wildlife and natural habitats playing a valued role in addressing the climate and ecological emergencies, and everyone inspired to get involved in nature's recovery.

We work in many different areas to achieve our vision.

- Our Nature Recovery team carries out conservation work to protect threatened species and habitats, keep up-to-date records of wild species populations and safeguard wild places from development.

- We manage 43 nature reserves across the county for the benefit of wildlife and people, totalling almost 4,018 acres. Our reserves include lush wetlands, wild open moorlands and peaceful woodlands. We are working to create links and corridors in the wider landscape between these areas of high-quality habitat, so wild populations do not become isolated and can expand and thrive.

- Our people engagement staff work with people of all ages and backgrounds to encourage them to explore, learn about and take action to protect the natural world. We visit schools, run hundreds of family events, help communities 'green up' their local areas and stage walks, talks and volunteering events so people can get involved in local wildlife.

We bring people and wildlife together in harmony. We educate people on wildlife and create opportunities where people can get close to nature and feel inspired by their local wild places. Offering volunteering, educational and events programmes are a big part of our work.

About The National Lottery Heritage Fund

Our vision is for heritage to be valued, cared for and sustained for everyone, now and in the future. That's why, as the largest funder for the UK's heritage, we are dedicated to supporting projects that connect people and communities to heritage, as set out in our strategic plan, Heritage 2033. Heritage can be anything from the past that people value and want to pass on to future generations. We believe in the power of heritage to ignite the imagination, offer joy and inspiration, and to build pride in place and connection to the past. Over the next 10 years, we aim to invest £3.6billion raised for good causes by National Lottery players to make a decisive difference for people, places and communities. heritagefund.org.uk

Follow @HeritageFundUK on Twitter/X, Facebook and Instagram and use #NationalLottery #HeritageFund

OVERVIEW

The Trent Valley Past & Present project (TVPP) is an inspiring two-year cultural heritage project taking place in the Staffordshire Trent Valley. Exploring the millennia-long relationship between people and the landscapes of the River Trent and its tributaries through hands-on archaeology, historical research, and the sharing of local folklore, stories and history, individuals and groups will discover new ways to interpret and celebrate their shared past.

The prehistoric people of Britain believed that rivers were a representation of the feminine divine and that each river was a manifestation of a goddess. As part of TVPP's mother project, Transforming the Trent Valley,a Staffordshire Wildlife Trust led initiative, funded by The National Lottery Heritage Fund, Trisentona, the triple goddess, was created and placed at the confluence of three rivers – the Tame, the Mease and the Trent - at our Croxall Lakes Nature Reserve, near Alrewas.





Trisentona sculpture showing two of the three faces representing the three rivers, the Catholme Ceremonial Complex monuments and the swan feather cloak (c. David Cowper, 2024).

Trisentona River Goddess 3D reconstruction

Trisentona has three faces to represent the three rivers. Each of the faces has the footprint of one of the three main monuments from the Catholme Ceremonial Complex represented on their forehead. A swan feather cloak represents the connection with tales of the swan maiden, stories so old they predate any language spoken today. On her breast is carved a bird's eye view of the river system and the confluence at Croxall.

This Invitation to Quote is for a second river goddess sculpture, to complement Trisentona, which will be sited close to the source of the River Trent at the southern edge of Biddulph Moor. This should represent a younger version of the woman depicted in the main face of the Trisentona sculpture and make reference to her swan-feather cloak. It should reference

its locality and local distinctiveness, perhaps featuring trout representing the 18th century trout hatchery at Knypersley, or salmon as they would once have come far upstream to spawn; maybe lamprey and eels that were once common and are still occasionally found this far upstream. We would like the sculpture to feature the pattern of Julian's Bower, a medieval turf labyrinth at Alkborough, Lincolnshire, above Trent Falls where the Rivers Trent and Ouse meet to form the Humber.

This landscape heritage project celebrates the River Trent and its tributaries, using storytelling as a central theme. The installation design should draw on local folklore, culture and heritage - bringing to life stories and mythology that have long connected people to this landscape. Trisentona has proved very popular with a variety of local groups and individuals, the project aims to strengthen a sense of identity and belonging. It explores how shared memories and narratives shape our understanding of the land, helping people feel more connected to its history.

SECTION 1: CONTRACT SPECIFICATIONS

Scope of work

The project requires a creative artist, or artists, to create a stone river goddess sculpture to complement our existing Trisentona figure at our Croxall Lakes Nature Reserve. The statue should be made from Portland Stone and be carved to a maximum height of 1.5m and maximum width of 1m, and will be positioned close to the source of the River Trent at the southern end of Biddulph Moor.

The following outputs must be delivered:

1. Trisentona 'sister' sculpture sculpted from Portland Stone to the dimensions above.
2. Sculpture to represent the main face of the Trisentona sculpture as a younger woman.
3. Sculpture to reference local connections to the river perhaps to include trout, salmon, lamprey, eels at the base. This can be discussed and agreed post-appointment
4. Sculpture to reference the swan-feather cloak worn by the Trisentona sculpture.
5. Sculpture to incorporate the pattern of Julian's Bower turf labyrinth.
6. SWT must be involved in the early concept designs through a collaborative creative process. Whilst we are keen on artistic interpretation and recommendations, we remain clear on the heritage and placemaking requirements of the artwork.
7. The sculpture must be delivered to location once complete, and the artist should be on hand to help supervise installation to ensure the artwork is correctly positioned and installed.
8. Safe installation of the sculpture in an outdoor, public location must be considered and factored into the design.

The maximum budget for this sculpture is £13,200 (£11,000 + £2,200 VAT), which includes delivery to the site above on completion.

The successful consultant(s) will work closely with the Community Connector to ensure the work aligns with the project's specifications and objectives. We request that a site visit is included in your quotation before work commences on the commission to ensure site constraints and the setting are understood.

Work should be completed by the 1st of June 2027.

Location

The sculpture will be permanently displayed at Greenway Bank Country Park which is owned and managed by Staffordshire County Council. We intend to install the sculpture close to the headwater of the River Trent and our chosen location is a woodland and riverside spot, near the waterfall, accessed through woodland.

The approximate location for the sculpture is marked here and the nearest car park, where you will need to transport the sculpture to, is Knypersley Reservoir Car Park.

There is an ordnance survey map provided by Staffordshire County Council on its website.

Installation

It is our intention that the sculpture will be installed by Staffordshire County Council. There is an off-road route between the car park delivery point and the final location for installation (see map above). The successful consultant(s) will be responsible for arranging delivery to the car park delivery point at a mutually agreed time and date as part of this contract. We require the successful consultant(s) to be available during transport across the site and during installation to ensure it is correctly installed and orientated.

Any specifications relating to the transport, installation or aftercare of the sculpture must be provided in advance. Safe installation and aftercare should be considered within the design noting that this is intended for an outdoor, public site in a woodland and riverside location.

Funding and acknowledgements

The Trent Valley Past and Present project, part of an ongoing series of projects commonly badged as 'Transforming the Trent Valley', has been funded by The National Lottery Heritage Fund. Between October 2025 and September 2027, we will be undertaking work within the Staffordshire Trent Valley to connect people, landowners and custodians of heritage with the historic landscape and explore how we can protect and conserve our valuable heritage for future generations.

It is important that we acknowledge our funder in all outputs associated with the installation. The funder, project and Trust need to be acknowledged and correctly branded in any communications, including mentions on the artist's own website and social media. External content, about the project or commission, should not be created without checking the acknowledgements with us first. Final sign off on communications will require approval from SWT Marketing and Communications team.

Creative Commons or open licences

Digital outputs from this contract – such as photographic and video representations - will be shared under Creative Commons Attribution 4.0 International (CC BY 4.0) Deed - Attribution 4.0 International - Creative Commons. The successful consultant will be required to sign their agreement to digital content being published under this license (Appendix B).

SECTION 2: ITEMISED COSTS

You will need to provide a breakdown of the costs of your quotation and clearly state the total quoted value for all works. All costs must show VAT clearly as a separate value.

The maximum budget available for this work is **£13,200** (inclusive of VAT), which includes delivery to the car park at the chosen site but not positioning in its final location. It is essential that your quotation does not exceed the total budget available.

The successful consultant(s) will be required to submit detailed invoices clearly stating the type of expenditure with the net, VAT and gross costs. This is a requirement of our funding.

SECTION 3: EVALUATION CRITERIA

Eligible quotations must provide qualitative information as set out in the table below, drawing on the information provided in section 1. Eligible quotations will be scored as shown in the table below.

Criteria	Details	Weighting
Timeframe	All quotations must adequately demonstrate that they can complete the work within the specified timeframe and produce a timetable of works clearly showing key milestones.	PASS / FAIL
Cost	You must provide a breakdown of costs and demonstrate that you can deliver within the budget. Cost will be scored as a percentage of the lowest quote.	10%
Previous experience	Evidence of previous work is essential including photographs of previous commissions and details of materials used.	40%
Specifications and methodology	Using the information from the specification, discuss the steps you will follow to fulfil the brief and complete the work to time and within budget.	40%
Added value and additional offer	Please explore any added value that can you offer to the project or additional information or proposals that exceed the contract specification. You may want to include here any environmental, ethical or sustainable considerations that set you apart.	10%

SECTION 4. CONTRACT CONDITIONS

Your quotation for the above works, along with any other accompanying information or evidence, signed by an appropriate signatory, should be emailed to Sue Kneill-Boxley by 5pm on Monday 23rd November 2026.

Only quotations submitted in accordance with the details given within this document will be considered. Any quotations that are incomplete or received after the time indicated may be disregarded.

If you have any queries relating to this invitation to quote prior to submitting your quotation, please email Sue Kneill-Boxley clearly stating the nature of your query. The deadline for queries is Monday 9th November.

If you do not wish to provide a quotation, please let us know.

Deadline for all queries	COB Monday 9th November 2026
Quotation submission deadline	Monday 23rd November 2026
Contract awarded	By 7th December 2026
Project initiation meeting	Before the end of December 2026
End of contract – sculpture completed & delivered to site.	1st June 2027

Terms and conditions

The Trust's standard contract conditions will be applied to the contract resulting from this quotation process (see Appendix A).

Award of Contract

The successful consultant will be required to promptly execute and return to the Trust the Contract in the form attached following which a purchase order will be provided.

No invoices will be paid unless they quote the relevant Purchase Order number.

Confidentiality

All information supplied by the Trust in connection with this Invitation to Quote shall be regarded as confidential by the consultant except that such information may be disclosed for the purpose of preparing the Quotation.

Additional requirements

The consultant must provide on successful award of contract:

Provision of Insurance:
Minimum £5,000,000 (Five million) public liability cover
Suitable insurance covering employees (if applicable)

Sub-contracting

When submitting its quotation, the consultant must notify the Trust of any parts of the supply that it proposes to sub-contract. Failure to do so may invalidate any quotation.

The Trust may require documentation or other evidence of the subcontractor's relevant experience to undertake the assigned portion of work, and other relevant information.

APPENDIX A:

Staffordshire Wildlife Trust

Consultant Appointment

Contract Date: _____

Consultancy services in relation to:

[ ]

Purchase Order Number [ ]

Staffordshire
Wildlife Trust

The Wolseley Centre
Wolseley Bridge
Stafford
ST17 0WT
Tel: 01889 880100
info@staffs-wildlife.org.uk
www.staffs-wildlife.org.uk

Chairman
Stephen Smith
Chief Executive
Julian Woolford

Registered Charity No. 259558
Limited Company No. 959609
Registered Office: The Wolseley Centre
Wolseley Bridge, Stafford, ST17 0WT

Printed on recycled paper

Registered with FUNDRAISING REGULATOR

Between **Staffordshire Wildlife Trust** **Address: The Wolseley Centre, Wolseley Bridge, Stafford, ST17 0WT**
Charity Number 259558

Signed by _____ Date: __/ _ / 2024

Print Name _____ Position:

(*Nominated Officer for Staffordshire Wildlife Trust*)

Signed by Date: / _ / 2024

Print Name _____ _____ Position:

(*Department Manager*)

And **[ ]** **Address: [ ]**
Company Registration Number [ ]

Signed by Date: /__/2024

Print Name _____ Position:

(*Works Contractor*)

Contract Details

SWT wishes to procure particular Services (as defined below) and the Consultant agrees to undertake the Services for SWT on the terms of this agreement.

This agreement is made between SWT and the Consultant and hereby incorporates the Particulars, the General Provisions and any appendices thereto.

The terms of this agreement will take effect from the date the Consultant commences the Services regardless of the date of this agreement.

PARTICULARS:

Parties	1. **Staffordshire Wildlife Trust** (registered charity number 259558) whose registered office is situated at The Wolseley Centre, Wolseley Bridge, Stafford, Staffordshire, ST17 0WT (hereinafter defined as "**SWT**"); and 2. **[ ]** (Company registration number [ ]) whose registered office is situated at [ ] (hereinafter defined as the "**Consultant**")
Services	The Services will (subject to clause 8 of the General Provisions) comprise [ ] which is more particularly described in Appendix 1[1]
Site	The site in relation to which the Services are to be undertaken is [ ]
Programme	The Services will be undertaken in accordance with the programme appended to this agreement within Appendix 2 as updated from time to time in agreement between SWT and the Consultant [2]
Fee	The total fixed price for the Services is [ ] plus VAT
Payment Terms	The Fee shall become due upon completion to the reasonable satisfaction of SWT of the following milestones: **Milestone** / **Payment** [ ] / [£]
Insurance	The Consultant will hold [Professional Indemnity Insurance for an amount of at least [ ] Million Pounds (£ [ ],000,000) for any one claim;]
Nominated Officer(s)	The nominated officers for SWT and the Consultant are specified in Appendix 3[3]

[1] A more detailed description of the Services should be included in Appendix 1, including all relevant plans, reports and briefs.
[2] Programme for the Services to be included in Appendix 2. This can be as simple or complex as is deemed appropriate.
[3] The Nominated Officers for each party should be added in Appendix 3.

GENERAL PROVISIONS

1. Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1. Definitions:

Additional Services	means additional services agreed in writing by SWT pursuant to clause 8 and any services required under a Third Party Agreement that go above and beyond the Services
Business Day	means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business
CDM Regulations	means the Construction (Design and Management) Regulations 2015 (SI 2015/51) and any related Approved Code of Practice issued by the Health and Safety Commission
Contractor	means the contractor employed under a Works Contract
Deleterious	means materials, equipment, products or kits that are generally accepted, or generally suspected, in the construction, horticultural and/or ecological industry at the relevant time as: (a) posing a threat to the health and safety of any person; (b) posing a threat to the durability, structural stability, performance or physical integrity of the Project or any part or component of the Project; (c) reducing, or possibly reducing, the normal life expectancy of the Project or any part or component of the Project; (d) not being in accordance with any relevant British Standard, relevant code of practice, good building practice or any applicable agrément certificate issued by the British Board of Agrément; or (e) having been supplied or placed on the market in breach of Statutory Requirements or any other good practice guidance.
Insolvent	means a party is insolvent if: (a) it suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words “it is proved to the satisfaction of the court” did not appear in sections 123(1)(e) or 123(2) of the IA 1986 or (being an individual) is deemed either unable to pay

its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the IA 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

(b) it commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors;

(c) it applies to court for, or obtains, a moratorium under Part A1 of the IA 1986;

(d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or on connection with its winding up (being a company);

(e) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed over it (being a company);

(f) the holder of a qualifying floating charge over its assets (being a company) has become entitled to appoint or has appointed an administrative receiver;

(g) a person becomes entitled to appoint a receiver over all or any of its assets or a receiver is appointed over all or any of its assets;

(h) being an individual, it is the subject of a bankruptcy petition or order;

(i) a creditor or encumbrancer of it attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within ten Business Days;

(j) any event occurs, or proceeding is taken, with respect to it in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in paragraphs (a) to (i) above (inclusive); or

(k) it suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

Material means all designs, surveys, drawings, models, plans, specifications, design details, photographs, brochures, reports, notes of meetings, CAD materials, calculations, data, databases, schedules, programmes, bills of quantities, budgets and any other materials provided in connection with

	the Project and all updates, amendments, additions and revisions to them and any works, designs, or inventions incorporated or referred to in them for any purpose relating to the Project
Permitted Uses	means the design, construction, completion, reconstruction, modification, refurbishment, development, maintenance, facilities management, funding, disposal, letting, fitting-out, advertisement, decommissioning, demolition, reinstatement, extension, building information modelling and repair of the Site and the Project
Professional Team	means the Consultant, and any other organisations or individuals notified by SWT to the Consultant
Project	means such works and/or services to be undertaken and/or procured by SWT on the Site to which the Services relate
Required Standard	means all the reasonable skill, care and diligence to be expected of a qualified and experienced member of the Consultant's profession undertaking the Services on works similar in scope and character to the Project unless any of the Statutory Requirements impose a higher standard in which case that higher standard will apply notwithstanding any provision of this agreement to the contrary
Statutory Requirements	means any statute, statutory instrument, regulation, rule or order made under any statute or directive in force from time to time which affects the Services or obligations under this agreement and any policy, regulation or bye-law of any local authority or statutory undertaker which is applicable to the Project.
Third Party Agreement	means any agreement between SWT and a third party relating to the Project and of which SWT notifies the Consultant in writing before or after the date of this agreement.
VAT	means value added tax imposed by the Value Added Tax Act 1994, or any similar tax in addition to or replacing it from time to time
Works Contract	means a contract or contract(s) to be entered into between SWT and the Contractor(s) in relation to the Project

1.2 Clause, Appendix and paragraph headings shall not affect the interpretation of this agreement.

1.3 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person's personal representatives, successors and permitted assigns.

1.4 A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.

1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.

1.6 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.

1.7 This agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors and permitted assigns, and references to any party shall include that party's personal representatives, successors and permitted assigns.

1.8 A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

1.9 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision.

1.10 Any reference to a party's consent or approval being required is to a consent or approval in writing, which must be obtained before the relevant action is taken or event occurs.

1.11 Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1.12 References to clauses and appendices are to the clauses and appendices of this agreement and references to paragraphs are to paragraphs of the relevant appendix.

1.13 Any reference to an English legal term for any action, remedy, method of judicial proceeding, legal document, legal status, court, official or any legal concept or thing shall, in respect of any jurisdiction other than England, be deemed to include a reference to that which most nearly approximates to the English legal term in that jurisdiction.

1.14 A reference to a document is a reference to that document as varied or novated (in each case, other than in breach of this agreement) at any time.

1.15 Unless this agreement expressly provides otherwise, a reference to the Site or the Project is to the whole and any part of it.

1.16 Unless expressly provided otherwise, the obligations and liabilities of the persons forming the parties under this agreement are joint and several.

1.17 Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.

1.18 Terms defined in the Particulars shall be defined terms in the General Provisions.

2 Consultant's Obligations

2.1 The Consultant shall carry out the Services in a professional manner and with all due diligence and, subject to clause 2.2 below, the Consultant warrants and undertakes that it shall:

2.1.1 comply with the terms of this agreement;

2.1.2 not, without SWT's written consent, make any material change to the designs or specifications for the Project after they have been settled or approved;

2.1.3 act fairly and impartially when (if applicable) exercising any power to issue certificates and award extensions of time under the Works Contract;

2.1.4 provide SWT with as many copies of the "as built" drawings of the Project as SWT reasonably requires;

2.1.5 carry out and fulfil, in all respects, the duties of a designer and (if applicable) principal designer under the CDM Regulations and Building Regulations 2010 (SI 2010/2214) in so far as they relate to the Project;

2.1.6 comply with (and ensure so far as required to do so under the Services the completed Project complies with) any Statutory Requirements and any guidance, rule, order or code of practice issued by a government department, the Building Safety Regulator (as defined by the Building Safety Act 2022) and/or the Health and Safety Executive in connection with the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984, the Building Regulations 2010 (SI 2010/2214) and/or any statutory instrument, regulation, rule, order, code of practice or guideline relating to the Building Safety Act 2022, the Defective Premises Act 1972, the Building Act 1984 and/or the Building Regulations 2010 (SI 2010/2214);

2.1.7 (if carrying out design services) be fully responsible for any design produced as part of the Services irrespective of what documentation has been supplied by SWT;

2.1.8 not employ, or cause to be employed in the performance of this agreement, any person without the necessary qualifications, skill and experience to perform the duties that they are employed to perform; and

2.1.9 carry out the Services to the reasonable satisfaction of SWT.

2.2 The Consultant warrants and undertakes that it shall exercise the Required Standard:

2.2.1 when performing the Services;

2.2.2 not to specify for use anything in the Project, which is Deleterious at the time of specification or use;

2.2.3 to perform the Services and prepare all Material for those elements of the Project for which the Consultant is responsible according to the Programme or, in the absence of a Programme, in sufficient time to facilitate the efficient progress of the Project; and

2.2.4 not to cause or contribute to any breach by SWT of any Third Party Agreement provided that, where SWT notifies the Consultant of a Third Party Agreement after the date of this agreement, the Consultant is not required to act in any way that may increase its liability in excess of that which was reasonably foreseeable at the date of this agreement.

2.3 The Consultant's duties or liabilities under this agreement shall not be negated or diminished by:

2.3.1 any approval or inspection of the Site, the Project or any designs or specifications for the Site or the Project; or

2.3.2 any testing of any work, goods, materials, plant or equipment; or

2.3.3 any omission to approve, inspect or test,

by or on behalf of SWT.

3 Records

3.1 The Consultant shall maintain records of all time spent by its personnel in performing the Services.

3.2 Upon SWT's written request, the Consultant shall allow SWT (or its representative) to inspect the records referred to in clause 3.1 above and provide such copies as SWT requests. SWT's right to inspect and demand copies shall continue after the Consultant's engagement under this agreement has concluded or terminated.

4 Consultant's Authority

4.1 Notwithstanding any other provision of this agreement, other than in an emergency or with the prior written consent of SWT, the Consultant has no authority to:

4.1.1 make (or instruct the Contractor or any member of the Professional Team to make) any material alteration to the Project or its Services;

4.1.2 vary, terminate or waive compliance with the terms of the Works Contract, the appointment of any member of the Professional Team, or any Third Party Agreement;

4.1.3 enter into any contract, commitment or undertaking on behalf of SWT; or

4.1.4 subject to clause 2.1.3, issue any instruction or notice under the Works Contract, the appointment of any member of the Professional Team or any Third Party Agreement that delays the Project or increases the cost of the Project.

5 Nominated Officer

5.1 SWT's Nominated Officer has full authority to act on SWT's behalf in connection with this agreement.

5.2 The Consultant's Nominated Officer has full authority to act on the Consultant's behalf in connection with this agreement.

5.3 SWT and the Consultant shall have the right to change their Nominated Officer at any time and shall notify the other party of such change within a reasonable period.

5.4 The Nominated Officer of SWT shall have the right at any time to interview any member of the Consultant’s staff in connection with the performance of this agreement.

5.5 The Nominated Officer of SWT shall be entitled to request any information relating to the performance of this agreement and the Consultant shall provide the requested information forthwith at no charge.

6 Remuneration

6.1 SWT shall pay the Fee as full remuneration for the Services.

6.2 The Fee shall be the Consultant's entire remuneration under this agreement and shall be inclusive of all costs and expenses.

6.3 SWT shall pay the Consultant any VAT properly chargeable on the Services. Any amount expressed as payable to the Consultant under this agreement is exclusive of VAT unless stated otherwise.

7 Payment

7.1 The Fee (being (subject to clause 8) the guaranteed maximum price) shall be calculated and paid in accordance with the Particulars.

7.2 The Consultant shall submit to SWT an invoice for each instalment of the Fee, which shall include the PO Number (on the front of this agreement or otherwise supplied by SWT), together with any supporting documents that are reasonably necessary to check the invoice. SWT may request sight of any additional documentation in relation to any invoice. The invoice and supporting documents (if any) shall specify the sum that the Consultant considers will become due on the payment due date in

respect of the instalment of the Fee, and the basis on which that sum is calculated.

7.3 Payment shall be due on the later of the date SWT receives each invoice or the instalment date specified in the Particulars.

7.4 No later than five days after payment becomes due, SWT shall notify the Consultant of the sum that SWT considers to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated.

7.5 The final date for payment shall be 28 days after the date on which payment becomes due.

7.6 Subject to clause 7.9 below and unless SWT has served a notice under clause 7.7 below, it shall pay the Consultant the sum referred to in SWT's notice under clause 7.4 above (or, if SWT has not served notice under clause 7.4 above, the sum referred to in the invoice referred to in clause 7.2 above) (in this clause 7 above, the notified sum) on or before the final date for payment of each invoice.

7.7 Not less than one day before the final date for payment (in this clause 7 above, the prescribed period), SWT may give the Consultant notice that it intends to pay less than the notified sum (in this clause 7 above, a pay less notice). Any pay less notice shall specify:

7.7.1 the sum that the payer considers to be due on the date the notice is served; and

7.7.2 the basis on which that sum is calculated.

Where a pay less notice is given in accordance with this clause 7.7 above, the obligation to pay the notified sum in clause 7.6 above applies only in respect of the sum specified in that pay less notice.

7.8 If SWT fails to pay an amount due to the Consultant by the final date for payment and fails to give a pay less notice under clause 7.7 above, then SWT shall pay interest on the overdue amount at the rate of Barclay's Bank base rate from time to time. Such interest shall accrue on a daily basis from the final date for payment until actual payment of the overdue amount, whether before or after judgment. SWT shall pay interest together with the overdue amount. The parties acknowledge that SWT's liability under this clause 7.8 above is a substantial remedy for the purposes of section 9(1) of the Late Payment of Commercial Debts (Interest) Act 1998.

7.9 Notwithstanding clause 7.6 above and clause 7.7 above and without prejudice to clause 11, if the Consultant becomes Insolvent, SWT shall not be required to pay the Consultant the notified sum on or before the final date for payment.

7.10 Where the sum stated in a payment notice issued in accordance with clause 7.4 or a pay less notice issued in accordance with clause 7.7 is of a lesser amount than the sum stated in the Consultant's invoice submitted in accordance with clause 7.2, the Consultant shall issue at SWT's discretion (i) a revised VAT invoice and a credit note for the amount invoiced pursuant to clause 7.2 or (ii) a credit note for the difference in the amount invoiced pursuant to clause 7.2 and the sum stated in the payment notice (at clause 7.4) or, where a pay less notice is issued (pursuant to clause 7.7), the sum stated in such pay less notice.

8 **Additional Services**

8.1 The Consultant shall notify SWT as soon as reasonably practicable if it becomes apparent that Additional Services are likely to be required, identifying the required services.

8.2 SWT may also at their discretion instruct the Consultant to undertake any Additional Services.

8.3 As soon as reasonably practicable after receiving an instruction to perform an Additional Service, the Consultant shall provide SWT with a written estimate of cost of the Additional Service and its effect on the Programme.

8.4 Unless the parties agree otherwise, the fee for the Additional Services (the "**Additional Fee**") shall be a fair and reasonable amount calculated by reference to the time charges used to determine the original Fee provided that no Additional Fee shall be payable if the requirement for an Additional

Service arises from the Consultant's default or negligence, or the default or negligence of the Consultant's sub-contractors or suppliers (if any).

8.5 The Consultant shall not carry out any Additional Service unless SWT has approved in writing the Additional Fee, the timing of payment of the Additional Fee and its effect on the Programme and shall carry out such Additional Services at their own risk until such approval is provided.

8.6 Any Additional Service properly undertaken pursuant to this clause 8 shall be deemed, for the purposes of this agreement, as forming part of the Services, and any Additional Fee payable shall form part of the Fee.

9 Suspension

9.1 SWT may, at any time, suspend performance of all or part of the Services by giving written notice to the Consultant. The Consultant shall resume performance of the Services as soon as reasonably practicable after receiving a written notice to do so from SWT.

9.2 If, subject to clause 7.9, SWT fails to pay in full a sum properly due to the Consultant under this agreement by the final date for payment under clause 7, the Consultant may suspend the performance of any or all of its Services and other obligations under this agreement by giving not less than seven days' notice to SWT of its intention to do so and stating the ground or grounds on which it intends to suspend performance provided that any such suspension shall cease upon payment of the said notified sum.

9.3 In the event of a suspension in accordance with this agreement, SWT shall pay the Consultant any amount properly due for payment under this agreement at the date of suspension and such payment shall be the Consultant's sole compensation for suspension of its Services and obligations under this agreement.

10 Termination

10.1 SWT may in its absolute discretion terminate the Consultant's engagement under this agreement at any time by giving written notice to the Consultant.

10.2 Either party may immediately terminate the Consultant's engagement under this agreement by giving written notice to the other party if:

10.2.1 the other party is in material breach of its obligations under this agreement and fails to remedy that breach within ten Business Days of receiving written notice requiring it to do so; or

10.2.2 the other party becomes Insolvent.

11 Consequences of Termination

11.1 Subject to clause 7.9, on termination in accordance with clause 10 SWT shall pay the Consultant:

11.1.1 any amount properly due for payment under this agreement at the date of termination; and

11.1.2 a fair and reasonable proportion of the next instalment of the Fee commensurate with the Services properly performed at the date of termination.

11.2 If the Consultant's engagement under this agreement is terminated by SWT in accordance with clause 10.2.1 or 10.2.2, the Consultant shall also pay SWT the reasonable cost of procuring a replacement professional consultant to carry out any unperformed Services, to the extent that such cost exceeds the Fee (or, where the Fee is yet to be determined, SWT's reasonable estimate of the Fee). Any such cost shall be deducted from the amount payable to the Consultant under clause 11.1 above and if any shortfall remains following such deduction SWT may claim it as a debt due from the Consultant.

11.3 Payment under clause 11.1 shall be the Consultant's sole entitlement to compensation for termination

of its engagement under this agreement and claimed by the Consultant as if it was a payment under clause 7.

11.4 Except as set out in clause 11.1, SWT shall not be liable to the Consultant for:

11.4.1 any costs, expenses, disbursements or losses;

11.4.2 any loss of profits, loss of fees, loss of chance or other similar losses; or

11.4.3 any indirect losses or consequential losses

arising out of termination of the Consultant's engagement under this agreement or any other liability of SWT pursuant to this agreement.

11.5 Termination of the Consultant's engagement under this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination, including the right to claim damages in respect of any breach of this agreement which existed at or before the date of termination.

11.6 In the event of termination howsoever arising the Consultant hereby undertakes to co-operate to bring the Services to an orderly conclusion and to allow for an orderly transition of the Services to enable the Project to continue on programme.

12 Assignment and Sub-contracting

12.1 SWT may assign the benefit of this agreement without the consent of the Consultant.

12.2 The Consultant shall not contend that any person to whom the benefit of this agreement is assigned under clause 12.1 above may not recover any sum under this agreement because that person is an assignee and not a named party to this agreement or because the loss or damage suffered has been suffered by such person only and not by the original client, or because such loss is different from that which would have been suffered by the original client.

12.3 The Consultant may not assign or transfer its obligations under this agreement to any other person unless otherwise approved in writing by SWT.

12.4 The Consultant shall not sub-contract any part of the Services without SWT’s prior written consent. In no case shall any such consent or any sub-contracting in any way affect the Consultant’s obligations under this agreement.

13 Collateral Warranties

13.1 If so requested by SWT, the Consultant shall forthwith execute a collateral warranty (in such form as shall be supplied by SWT) in favour of any third party notified by SWT.

14 Copyright and Intellectual Property

14.1 The Consultant owns all intellectual property rights (including copyright) relating to the Material it produces.

14.2 The Consultant grants to SWT, with immediate effect, an irrevocable, non-exclusive, non-terminable, royalty-free licence to copy and make full use of any Material prepared by, or on behalf of, the Consultant for any purpose relating to the Project and the Site, including any of the Permitted Uses.

14.3 The licence in clause 14.2 above carries the right to grant sub-licences and is transferable to third parties without the consent of the Consultant.

14.4 SWT may, at any time (whether before or after completion of the Services, or after termination of the Consultant's engagement under this agreement), request a copy or copies of (some or all of) the Material from the Consultant and the Consultant shall provide the copy (or copies) to SWT at no charge.

14.5 The Consultant shall indemnify SWT in respect of all costs, losses and expenses incurred as a result of third party claims for infringement of intellectual property rights arising from the use of the Material for any of the purposes referred to in clause 14.2.

14.6 Any Material supplied to the Consultant by SWT as part of this agreement remains the ownership of SWT and the Consultant shall not be entitled to copy or use the Material for any purpose other than as expressly approved in writing by SWT.

15 Confidentiality

15.1 Each party will ensure that all confidential information concerning the business, affairs, customers, clients or suppliers of the other party or of any member of the group of companies to which the other party belongs ("**Confidential Information**") which may already have come into the possession or control of it, or which may at any time hereafter come into possession or control of, relating to the other party, its operation or management, shall strictly not be used for any purpose other than the performance of this agreement.

15.2 Such Confidential Information should not be shared, by either party, with any third party individual or body during the agreement period or after termination thereof, saving that Confidential Information has been placed in the public domain under the authorisation of the party to whom the Confidential Information belongs or it is required to be disclosed by law.

15.3 The Consultant shall not disclose nor make available to the public any aspect of this agreement or the Services including for the avoidance of doubt any photos, videos, visual graphics, promotional graphics, press releases, articles, reports or any other commentary on any type of media without the prior written approval of SWT, which can be withheld at the absolute discretion of SWT.

16 Professional Indemnity Insurance

16.1 The Consultant shall maintain professional indemnity insurance for an amount as specified in the Particulars for a period beginning on the date of this agreement and ending 6 years after the date of completion of the Services or early termination of this agreement. The Consultant shall maintain that professional indemnity insurance on commercially reasonable rates and terms:

16.1.1 with reputable insurers lawfully carrying on insurance business in the UK;

16.1.2 on customary and usual terms and conditions prevailing for the time being in the insurance market; and

16.1.3 on terms that:

16.1.3.1 do not require the Consultant to discharge any liability before being entitled to recover from the insurers; and

16.1.3.2 would not adversely affect the rights of any person to recover from the insurers under the Third Parties (Rights Against Insurers) Act 2010.

16.2 Any increased or additional premium required by insurers because of the Consultant's claims record or other acts, omissions, matters or things particular to the Consultant shall be deemed to be within commercially reasonable rates.

16.3 The Consultant shall immediately inform SWT if the Consultant's required professional indemnity insurance ceases to be available at commercially reasonable rates and terms, so that the Consultant and SWT can discuss how best to protect the respective positions of SWT and the Consultant regarding the Project and the Site, without that insurance.

16.4 The Consultant shall fully co-operate with any measures reasonably required by SWT, including:

16.4.1 completing any proposals for insurance and associated documents; or

16.4.2 maintaining insurance at rates above commercially reasonable rates, if SWT reimburses the Consultant the net cost of that insurance above commercially reasonable rates.

16.5 Whenever SWT reasonably requests, the Consultant shall send SWT evidence that the Consultant's professional indemnity insurance is in force, including, if required by SWT, a letter from the Consultant's insurers or brokers confirming the Consultant's then current professional indemnity insurance and that the premiums for that insurance have been paid in full at the date of that letter.

17 Disputes

17.1 If any dispute or difference arises under this agreement, the Nominated Officers shall, within 10 days of a notice from one party to the other, meet in a good faith effort to resolve the dispute or difference.

17.2 If the dispute is not resolved at the meeting referred to in clause 17.1 then the parties shall give serious consideration to any request by the other to refer to mediation.

17.3 Notwithstanding any other provision of this agreement either party may refer a dispute arising under this agreement to adjudication under Part I of the Scheme for Construction Contracts (England and Wales) Regulations, which Part shall take effect as if it was incorporated into this clause.

18 Communication

18.1 The Consultant shall keep SWT's Nominated Officer regularly informed of progress, delays, issues or risks relating to the Services, including an inability to complete the Services in accordance with the Programme and meetings shall be held between the Nominated Officers as agreed between the parties for the duration of the Services.

18.2 The Consultant shall promptly inform SWT's Nominated Officer of any anticipated and realised delay to the Programme.

18.3 Upon request by SWT's Nominated Officer the Consultant will provide a report on progress of the Services.

18.4 Each notice, instruction or other communication referred to in this agreement shall be in writing (which shall include email) and shall be sent to the relevant parties Nominated Officer (or if no address is specified within Appendix 3, to the office of either party specified above). The notice shall be deemed received:

18.4.1 on the day of delivery if delivered by hand or sent by email (if emailed, at acknowledgment of receipt or by read notification) provided that if it is sent after 5pm on a Business Day or on a day which is not a Business Day then it will be deemed delivered on the next Business Day; or

18.4.2 on the second Business Day following the day on which it was despatched by pre-paid first class post or other next working day delivery service.

19 Liability Period

Neither party shall commence any legal action against the other under this agreement after 6 years (or such extended period pursuant to the Building Safety Act 2022) from the date of completion of the Services or early termination of this agreement.

20 Third Party Rights

A person who is not a party to this agreement shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

21 Data Protection

21.1 Each party shall, at its own expense, ensure that it complies with the requirements of all legislation and regulatory requirements in force from time to time in the UK relating to the use of personal data and the privacy of electronic communications, including: (i) the Data Protection Act 2018 and any successor UK Legislation; (ii) the retained EU law version of General Data Protection Regulation ((EU) 2016/679) (UK GDPR); and (iii) the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party ("**Data Protection Legislation**").

21.2 At the date of signing this agreement, the parties to it do not foresee either party processing personal data on behalf of the other. If, during the term of this agreement, this assumption proves to be incorrect and one or more party is processing personal data on behalf of the other, the parties will enter into a data processing agreement that complies with all applicable Data Protection Legislation.

22 Entire Agreement

22.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.

22.2 Each party agrees that in entering into this agreement it does not rely on and shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

22.3 Nothing in this clause shall limit or exclude any liability for fraud.

22.4 The waiver of either party of any right or breach under this agreement shall not constitute or be deemed to be a waiver of any other or future right or breach by such other party, whether of a similar or dissimilar nature.

23 Governing Law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

24 Jurisdiction

Subject to clause 17, each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

Appendix 1

Services

Appendix 2

Programme

Appendix 3

Nominated Officer(s) Contact Details:

SWT (Primary Contact)

Name: [ ]

Position: [ ]

Email: [ ]

Office: [ ]

Mobile: [ ]

SWT (Secondary Contact)

Name: [ ]

Position: [ ]

Email: [ ]

Office: [ ]

Mobile: [ ]

The Consultant (Primary Contact)

Name: [ ]

Position: [ ]

Email: [ ]

Office: [ ]

Mobile: [ ]

APPENDIX B:

Staffordshire Wildlife Trust

Projects
Copyright Permissions – Suppliers

All digital outputs supplied for _____ *[project name]* must be supplied with a signed copy of this form.

The copyright content in this project is available for re-use under the terms of a Creative Commons Attribution (CC BY 4.0) Licence. This license requires that re-users give credit to the creator. It allows re-users to distribute, remix, adapt and build upon the material in any medium or format, even for commercial purposes. For further information, please see: creativecommons.org/licenses/by/4.0/legalcode.en

This Agreement dated _____ *[day]* of_____ *[month]* _____ *[year]* and made between;

1. _____ (hereafter "the Licensor") of _____ _____ *[Address]*; and
2. Staffordshire Wildlife Trust of The Wolseley Centre, Wolseley Bridge, Stafford ST17 0WT

Staffordshire Wildlife Trust would like permission to reproduce the following Items:

Reference	Title/ Description

Staffordshire Wildlife Trust

The Licensor (either as owner of the Rights or as an authorised agent for the owner of the Rights) grants Staffordshire Wildlife Trust an irrevocable worldwide, non-exclusive, royalty free, licence, to reproduce the Item(s) listed above and extracts thereof, with the attribution statement below for reproduction under the terms of CC BY 4.0 Licence.

Credit

How would the Licensor like to be credited?

.....

Warranties

By signing this agreement, I/we warrant and undertake to Staffordshire Wildlife Trust that:

a) the Licensor is the legal owner of the Rights contained within the Item(s) and/or is entitled to grant to Staffordshire Wildlife Trust this licence free from any encumbrances, charges, options and licences;
b) the Item(s) in themselves do not constitute an infringement of any third party's copyright or other intellectual property rights; and
c) the exercise by Staffordshire Wildlife Trust of the rights licensed in this Agreement will not infringe the rights of any third party.

Indemnity

The Licensor agrees to indemnify Staffordshire Wildlife Trust against any losses, damages, costs and expenses that Staffordshire Wildlife Trust may suffer as a result of any breach of warranty or the grant of the Licence under this Agreement.

Staffordshire Wildlife Trust

Authorisation
This Copyright Agreement shall be governed by, and is subject to, English and Welsh law and the parties agree to accept the exclusive jurisdiction of the Courts of England and Wales. **For and on behalf of the Licensor** Signed by: ..... Name: ..... Date: ..... **For and on behalf of Staffordshire Wildlife Trust** Signed by: ..... Name: ..... Date: .....

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Registered with FUNDRAISING REGULATOR

Looking after Staffordshire's Wildlife
The Wolseley Centre, Wolseley Bridge, Stafford, ST17 0WT
T: 01889 880100 E: info@staffs-wildlife.org.uk W: staffs-wildlife.org.uk
Registered Charity 259558, Limited company 959609 in England and Wales