



**Brief for preparation of a
Conservation Management Plan
for Radyr Motte, Moundfield, Radyr**

March 2009

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Chief Culture, Leisure and Parks Officer
Culture Leisure and Parks
The County Council of the City and County of
Cardiff
King George V Drive East
Heath Park
CARDIFF
CF14 4EP

1.0 Introduction

- 1.1 Radyr Motte is a Scheduled Ancient monument located within Council owned land at Moundfield, Morganstown in the north Cardiff suburb of Radyr. Grid reference ST 128818.
- 1.2 The monument is one of eight known mottes constructed to the north of Cardiff, forming an 8 mile arc between two Cardiff rivers, the Ely and the Rhymney. The other mottes are at Treoda and Castell Coch, which are known to have been medieval manors, and Felin Isaf, Twmpath, Ruperra, Tomen-y-clawdd and Gwen-y-domen.
- 1.3 The Council wishes to develop a strategic approach to the use and management of its landholding in the vicinity of the Radyr Motte. The Council's landholding includes a former changing room / clubhouse and car park facility, now derelict, adjacent to the monument, and playing field and woodland areas to the south and west of the monument, as well as the Motte itself, which is obscured from public view by tree cover.
- 1.4 In order to assess the range of possible land uses, as a first stage in the process, the Council wishes to commission the preparation of a Conservation Management Plan for the Motte site, in order to be able to proceed to a second stage that determines a strategic approach that makes a positive contribution to the conservation of the monument.

2.0 General description of the Project

- 2.1 The consultant will be required to assess the condition and layout of the Motte; summarise what is currently known about the status of the structure and its links with nearby contemporary fortifications; assess the structure's vulnerability to damage from increased accessibility and provide costed recommendations for conservation and access improvements.
- 2.2 The services required are outlined below:
 - i) Carry out a full survey of the site to provide an accurate layout plan of the Scheduled Site as existing and how this relates to the surrounding area (playing fields, car parks, woodland etc.) and a full report on the condition of the monument.
 - ii) Provide a brief written report on what is known about the origins and status of the Motte and any associated lost structures, focussing in particular on the associations between the Moundfield site and other contemporary mottes in the locality, including those at Treoda, Castell Coch, Felin Isaf, Twmpath, Ruperra, Tomen-y-clawdd and Gwen-y-domen.

- iii) Assess the heritage significance of the monument and provide a written evaluation of this.
- iv) Assess the vulnerability of the monument in its current condition and in terms of the potential for damage by increased footfall if the site is made more accessible.
- v) Provide policy recommendations to guide future work both on the monument itself and on surrounding land.
- vi) Make recommendations for:
 - Any structural work required to stabilise the structure in its current setting
 - Any work required to improve the display of the monument.
 - Any work required to improve access to the site, including long term management and maintenance implications.
 - Any work required to protect the monument to prevent future deterioration of the site if access is improved.
 - Aftercare of the site.
 - Interpretation of the site as a single structure and in the context of nearby monuments of a similar nature.
- vii) Provision of outline costings for recommendations.

2.3 Scope of work

The following table is a summary of the works required.

In Scope	Out of scope
<ul style="list-style-type: none"> • Detailed site survey • Condition report • Research (max. 3 days) • Evaluation of monument in terms of other contemporary defensive sites • Recommendations for future research • Heritage significance statement • Assessment of vulnerability of monument and tolerance to access • Recommendations for stabilising monument and prevention of deterioration • Recommendations for provision and management of access • Recommendations for sustainable aftercare in consultation with Cadw • Recommendations for interpretation • Estimated cost of recommendations 	<ul style="list-style-type: none"> • Archaeological excavation • Additional research unless agreed with client • Detailed proposals • Detailed costings

2.4 Project deliverables and outcomes

The following table summarises project deliverables (reports or products that are required to satisfy contractual obligations) and project outcomes (the consequences of project completion).

Project deliverables	Project outcomes
<ul style="list-style-type: none">• Detailed site survey (plan)• Site condition report• Documented known history of the site• Documented assessment of the site in the context of other contemporary defensive sites• Recommendations for future study• Heritage significance statement• Documented assessment of site vulnerability and tolerance to increased access• Policy recommendations• Recommendations for protection, conservation, improved access, interpretation and aftercare of the monument• Schedule of the above• Broad costing of recommendations	<ul style="list-style-type: none">• Better understanding of the history and context of the monument• Better understanding of the vulnerability and limitations of the monument in respect of public access and development of the surrounding area• Information presented in an appropriate form for future submission with Scheduled Ancient Monument consent application• Broad costings that can be used for future funding applications

2.3 The Conservation Plan should be prepared in line with the requirements for Scheduled Ancient monument Consent in Wales, available from Cadw at the following address:

Cadw
Welsh Assembly Government
Plas Carew
Unit 5/7 Cefn Coed
Parc Nantgarw
Cardiff
CF15 7QQ
Tel: 01443 33 6000
Fax: 01443 33 6001

E-mail: cadw@wales.gsi.gov.uk

2.4 The structure of the document should be along the following lines:

- Background
- Condition survey of the site, with accompanying layout plan
- Written up research into the motte and its origins, with specific reference to its relationship with nearby sites

- Evaluation of the research evidence
- Determine of heritage significance
- Assessment of condition and vulnerability of the site
- Recommendations of appropriate action
- Schedule of recommended actions
- Outline costings of recommended actions

2.5 The project will be managed within the Parks Service. The Contact Officer for the Project will be Rosie James, Principal Landscape Officer.

Rosie James
Cardiff Parks Service
Heath Park
King George V Drive
Cardiff
CF14 4EP

Tel: 029 2068 4112
Fax: 029 2068 4001

E mail: RosieJames@cardiff.gov.uk

3.0 Sources and background information

3.1 Background information on the motte is appended to this brief. It is anticipated that the Conservation Plan will add further detail to the information provided.

- i) CADW Scheduled Ancient Monument Record
- ii) 'MO3 Morganstown Castle Mound', taken from RCAHMW, 1991, An Inventory of the Ancient Monuments in Glamorgan Vol3 pt1a: The Early Castles (London: HMSO) p57-9

3.2 Cadw employs Field Monument Wardens to monitor the condition of Scheduled Ancient monuments on a five year rotation. The last visit to Radyr Motte was in 2003 – more detailed information on this will be available from Cadw.

3.2 In addition, the following web sites provide some useful links for further research:

- i) <http://homepage.mac.com/philipdavis/Welshsites/430.html>
- ii) http://www.radyr.org.uk/homepages/radyr_a_short_history.php
- iii) <http://www.coflein.gov.uk/en/site/95169/collection/MORGANSTOWN+MOTTE>

3.2 The following Council Officers and external advisers will be able to supply information as follows:

- Principal Landscape Officer, Cardiff Parks:
project manager and general background Rosie James Tel: 029 2068 4112
- Council Conservation Officer,

4.0 Format and presentation

- 4.1 The Conservation Plan should be presented in an A4 bound document with colour plans and illustrations as appropriate.
- 4.2 The document should display the Council's logo clearly on the front cover.
- 4.3 Two unbound copies of the draft document should be supplied for review.
- 4.4 Ten bound and one unbound copies of the completed document shall be supplied, plus a CD Rom to allow additional copies to be produced as required.
- 4.5 The copyright of the document shall pass to the Council upon completion, who will reserve the right to produce any number of additional copies required for purposes connected with the development of Cardiff Castle and Bute Park.
- 4.6 A document management system should be implemented to ensure that versions of the document are clearly indicated and any revisions can be tracked.

5.0 Timescale

- 5.1 The feasibility report should be produced initially in draft format for internal discussion with officers. This should be completed within 6 weeks of receipt of an official order.
- 5.2 The final version of the document should be produced within 2 weeks of approval of the draft document.

6.0 Progress and communication

- 6.1 The Consultant will be appointed by placing of an official order from the Council. The terms of appointment will be in accordance with the attached conditions of engagement.
- 6.2 Once an appointment has been made, there will be a project initiation meeting at the Parks Offices in Heath Park, Cardiff.
- 6.3 Further progress meetings will take place monthly at the same location. The dates of these will be agreed at the initial meeting.

6.4 Any general queries on the work should be addressed, in the first instance, to Rosie James.

7.0 Quality

7.1 The final version of the document will be quality reviewed by a panel of officers within the authority prior to sign off and production of the required number of copies. The date for this will be set once completion has been advised.

8.0 Procurement

8.1 The consultant will be required to submit a fixed fee bid. This shall include the submission of any further details that are required in compliance with this brief.

8.2 The Council's Standard Conditions for procurement of external services is appended to this document, amended as appropriate for this project. The Tenderer should ensure that he has taken account of these conditions when submitting his fixed fee price. The commission will be awarded through an official order, it will not be executed under seal.

8.3 When submitting a price, Consultants should provide the following information:

8.3.1 Team

- Consultant team proposed, with details of expertise and proposed involvement.
- The consultant team shall include archaeological, conservation and historic landscape restoration expertise with a proven track record in the fields of the conservation and restoration of historic monuments. In addition there will be a requirement for structural engineering advice on the stability of the monument and any appropriate remediation works that may be required to stabilise the structure.
- Sub-consultants shall be indicated as appropriate

8.3.2 Proposed programme

- An indication of the proposed programme and milestone dates

8.3.3 Fee proposal

The following fee proposal shall be submitted:

- Fixed rate cost for production of the feasibility study, allowing for attendance at 4 progress meetings. This cost should include all

expenses and disbursements and the production costs of draft and finished document in the quantities and format described

- Three days to be allocated to research, excluding writing up of findings. This shall be indicated in the submission and may be subject to reduction or extension depending upon funding available and the value of the information presented. Scope of research will be discussed at the project initiation meeting.
- Any additional costs not covered under the above items should be clearly indicated. Additional services required will be instructed in writing, and a cost must be agreed prior to commencement based on the hourly rate figure indicated within this tender.

8.3.4 Evidence of previous work

Details of previous schemes that demonstrate the consultants ability to execute the work to a high standard. This will be used to evaluate the quality of the submission (see 8.4 below).

8.4 Evaluation procedure

Quotations will be evaluated on the following basis.

A	Price	70%	
B		Quality of Work	30%

Quality of Work will be based on the following criteria:

- | | |
|--------------------------------------|----------|
| 1. Presentation of submission | Score 5 |
| 2. Content of submission | Score 10 |
| 3. Evidence of previous similar work | Score 15 |

Evaluation will be carried out using the following procedure:

Assessment of Tender Returns

The assessment will be based on the following formula:
(Assessment of Price x 70) + (Assessment of Quality)

- A **Assessment of Price:** For the purposes of evaluation each tender will given a value based on the following formula:

$$\frac{\text{Value of lowest tender}}{\text{Value of tender}} \times 100$$

- B **Assessment of Quality**

The assessment of quality will be based on a score derived from the Consultants submission. Submitted examples of previous work should be selected so as to provide assurance of competency to undertake the work. -

Total possible score for quality = 30 points, equating to 30% of the total score.

In the event of the assessment indicating a tie between two contractors the lowest priced tender will be accepted.

If the lowest priced tender is greater than the budget for the scheme, tenders will be assessed on price alone.

Where lowest tender is more than 15% lower than either the second lowest tender or the designers estimated cost, the lowest tender may, at the discretion of the Council, be ranked last in the evaluation procedure if the Council considers that the tender is unrealistic for the purposes of implementing the works.

8.3.5 Submission

The tender shall be submitted to Parks Services, Heath Park, Cardiff, CF14 4EP no later than **12 noon on Friday 3 April 2009**. Tenders shall be returned in the official envelope provided with no distinguishing marks on the envelope.

Fixed fee quotation for the preparation of a Conservation Plan for Radyr Motte, Moundfield, Radyr, Cardiff

Services	£
The Consultant shall state here the fixed fee for the cost of providing all services in accordance with the brief, <u>excluding</u> research time indicated below.	
Three days research time (this rate will be adjusted on a pro rata basis at the project initiation meeting if more or less time is required).	
TOTAL	

Hourly rates for additional works

Please note, these figures will be used to negotiate any additional work required outside the scope of the brief.

Please submit hourly rates for each member of the team and append details of team members

Team member (name)	Role	Hourly rate

Please append any additional information required to indicate any items not covered within the scope of the fixed fee submission.

Standard terms and conditions for the procurement of services

Date [2007]



(1) The County Council of the City and County of Cardiff

-and-

(2) []

AGREEMENT

relating to the provision of [] services

Kate Berry
City and County Solicitor
County Hall
Atlantic Wharf
Cardiff

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THIS AGREEMENT is made on

BETWEEN

- (1) **The County Council of the City and County of Cardiff** of County Hall Atlantic Wharf Cardiff CF10 4UW (the "Authority"); and
- (2) **[[] Limited** (company registered number []) whose registered office is at [] **[or [] of []** (the "Consultant"). ***[Please consider capacity of the consultant, i.e. company or individual?]***

RECITAL:

The Authority and the Consultant have agreed that the Consultant shall provide the Services to the Authority in the manner and upon the terms hereinafter set out.

OPERATIVE PROVISIONS:

1. Definitions and Interpretations

1.1 In this Agreement unless the context otherwise requires the following terms shall have the meanings given to them below:

"Agreement" means this agreement between the Authority and the Consultant.

"Commencement Date" means the date of this Agreement.

"Price" means the price to be paid by the Authority to the Consultant for the Services as set out in Clause 9

"Schedule" means the document or documents attached to and forming part of this Agreement describing the Services.

"Services" means the services to be provided as specified in the Schedule.

"Staff" means all persons employed by the Consultant to perform this Agreement together with the Consultant's servants, agents and sub-consultants used in the performance of this Agreement.

“Term” means the period of duration of this Agreement in accordance with clause 2.1.

2 Term

- 2.1 This Agreement shall take effect on the Commencement Date and shall, subject to clause 2.2, expire automatically on [—————], unless it is otherwise terminated in accordance with this Agreement, or otherwise lawfully terminated. **[Please consider]**
- 2.2 The Authority may seek to extend the duration of this Agreement in accordance with clause 15.

3 Consultant’s Status

- 3.1 In carrying out the Services the Consultant shall be acting as principal and not as the agent of the Authority.
- 3.2 Accordingly:
- (a) the Consultant shall not (and shall procure that the Staff do not) say or do anything that might lead any other person to believe that the Consultant is acting as the agent of the Authority; and
 - (b) nothing in this Agreement shall impose any liability on the Authority in respect of any liability incurred by the Consultant to any other person but this shall not be taken to exclude or limit any liability of the Authority to the Consultant that may arise by virtue of either a breach of this Agreement or by negligence on the part of the Authority, the Authority’s employees, servants or agents.
- [3.3 It is the intention of the parties that the Consultant shall have the status of a self-employed person and shall not be entitled to any pension, bonus or other fringe benefits from the Authority. It is agreed that the Consultant shall be responsible for all income tax liabilities and National Insurance or similar contributions in respect of his fees.]
- [3.4 The Consultant hereby indemnifies and agrees to keep indemnified the Authority in respect of any claims that may be made by the relevant authorities against the Authority in respect of income tax or primary Class 1 National Insurance or similar contributions relating to the Services.]

4 Entire Agreement

4.1 This Agreement constitutes the entire agreement between the parties relating to the subject matter of this Agreement. This Agreement supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

5 Scope of Agreement

5.1 Nothing in this Agreement shall be construed as creating a partnership or a contract of employment between the Authority and the Consultant.

6 Notices

6.1 Any notice or other communication which is to be given by either party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by facsimile transmission or electronic mail (confirmed in either case by posted letter). Such letters shall be addressed to the other party in the manner referred to in clause 6.2. Provided the relevant communication is not returned as undelivered, the notice or communication shall be deemed to have been given 2 working days after the day on which the letter was posted, or 4 hours, in the case of electronic mail or facsimile transmission or sooner where the other party acknowledges receipt of such letters, facsimile transmission or item of electronic mail.

6.2 For the purposes of clause 6.1, the address of each Party shall be:

(a) For the Authority:

**Parks Service
Heath Park, King George V Drive
Cardiff CF14 4EP**

For the attention of: **Mrs Rosie James**

Tel: **(029) 2068 4112**

Fax: **(029) 2068 4001**

E-mail: **RosieJames@cardiff.gov.uk**

(b) For the Consultant:

[]

[Address:]

[]

For the attention of:

Tel:

Fax:

E-mail:

- 6.3 Either Party may change its address for service by serving a notice in accordance with this clause.

7 The Services

- 7.1 The Consultant shall provide the Services during the Term in accordance with the terms of this Agreement in consideration of the payment of the Price.
- 7.2 The Consultant shall at all times deliver the Services in accordance with the law.

8 Standard of Work

- 8.1 The Consultant shall at all times perform its/ his obligations with reasonable care skill and due diligence and shall possess and exercise such qualifications, skill and experience as are expected of a competent Consultant experienced in carrying out services similar to the Services in question.
- 8.2 The Consultant shall at all times act with the utmost good faith towards the Authority.
- 8.2 The Consultant warrants and represents that all Staff assigned to the performance of the Services shall possess and exercise such qualifications, skill and experience as are necessary for the proper performance of the Services

9 Price *[Please consider]*

- 9.1 In consideration of the performance of the Consultant's obligations under this Agreement by the Consultant to the satisfaction of the Authority, the Authority shall pay to the Consultant a fee of £[] per [hour] [day] [week] [month] (such fee to be [exclusive] [inclusive] of VAT (if applicable) payable monthly in arrears. For the avoidance of doubt the total fee payable by the Authority to the Consultant under this Agreement shall not exceed the sum of £[].
- 9.2 The Authority shall pay the undisputed sums due to the Consultant in cleared funds within 30 days of receipt and agreement of invoices.

10 Compliance with legislation

10.1 The Consultant warrants and undertakes that this Agreement will be performed in compliance with all applicable laws, enactments, orders, regulations and other

similar instruments. For the avoidance of doubt this includes (but is not limited to) all applicable laws, enactments, orders, regulations and other similar instruments

relating to the prevention of corruption, health and safety, data protection, discrimination and equal opportunities, the environment, and freedom of information.

11 The Contracts (Rights of Third Parties) Act 1999

11.1 No person who is not a party to this Agreement (including without limitation any employee, officer, agent, representative, or sub-consultant of either the Authority or the Consultant shall have any right to enforce any term of this Agreement, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both parties. This clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

12 Confidentiality

12.1 The Consultant shall not disclose to any person, firm or company any information of a confidential nature obtained by during the course of carrying out the Services.

13 Intellectual Property Rights

13.1 If during the provision of the Services the Consultant (whether alone or in conjunction with any other person) makes or discovers, or participates in the making or discovery of any invention, development, discovery, improvement, process, design or copyright work, he/ it shall treat the said invention, development, discovery, improvement, process, design or copyright work and all information relating to it as confidential to the Authority and shall promptly disclose to the Authority all details of the same. All intellectual property rights

in any such invention, development, discovery, improvement, process, design or copyright work shall vest in the Authority absolutely.

- 13.2 Notwithstanding any prior termination of this Agreement, at the request of the Authority the Consultant shall do all things necessary or desirable to enable the Authority to confer absolute title to and ownership of and to obtain the benefit of any invention, development, discovery, improvement, process, design or copyright work (as the case may be) made or discovered during the provision of the Services and to secure appropriate forms of protection for it throughout the world.

14 Assignment and Sub-Contracting

- 14.1 The Consultant shall not assign, sub-contract or in any other way dispose of this Agreement or any part of it without the Authority's prior approval. Sub-contracting any part of this Agreement shall not relieve the Consultant of any obligation or duty attributable to the Consultant under this Agreement.

15 Possible Extension of Term

- 15.1 Subject to satisfactory performance by the Consultant during the Term (such performance to be at the sole discretion of the Authority), the Authority may wish to extend this Agreement for a further period of up to [] [weeks] [months] [years]. The Authority may approach the Consultant if it wishes to do so before the end of the Term. The clauses in this Agreement will apply throughout any such extended period unless otherwise stated to the contrary.

16 Indemnity and insurance

- 16.1 The Consultant shall indemnify and keep indemnified the Authority fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with this Agreement including in respect of any death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Consultant, or any other loss which is caused directly or indirectly by any act or omission of the Consultant. This clause shall not apply to the extent that the Consultant is able to demonstrate that such death or personal injury, or loss or damage was not caused or

contributed to by its negligence or default, or the negligence or default of its Staff or sub-consultants, or by any circumstances within its or their control.

16.2 The Consultant shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Consultant, arising out of the Consultant's performance of this Agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Consultant.

16.3 The Consultant shall hold employer's liability insurance in respect of Staff in accordance with any legal requirement for the time being in force.

17 Professional Indemnity

17.1 The Consultant shall hold and maintain professional indemnity insurance cover and shall ensure that all professional consultants or sub-consultants involved in the provision of the Services hold and maintain appropriate cover. To comply with its obligations under this clause 17.1, and as a minimum, the Consultant shall ensure professional indemnity insurance held by the Consultant and by any agent, sub-consultant or consultant involved in the performance of Services has a limit of indemnity of not less than [] for any occurrences arising out of each and every event. Such insurance shall be maintained for a minimum of 6 (six) years following the expiration or earlier termination of this Agreement.

18 Termination on change of control and insolvency and breach

18.1 The Authority may terminate this Agreement by notice in writing with immediate effect where:

(a) the Consultant undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, which impacts adversely and materially on the performance of this Agreement;
or

(b) the Consultant is an individual or a firm and a petition is presented for the Consultant's bankruptcy, or a criminal bankruptcy order is made against the Consultant or any partner in the firm, or the Consultant or any partner in the firm makes any composition or arrangement with or for the benefit

of creditors, or makes any conveyance or assignment for the benefit of creditors, or if an administrator is appointed to manage the Consultant's or firm's affairs; or

- (c) the Consultant is a company, if the company passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for, or any meeting of its directors or members resolves to make an application for an administration order in relation to it or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a fixed or floating charge; or
- (d) where the Consultant is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or
- (e) any similar event occurs under the law of any other jurisdiction; or
- (f) the Consultant is in breach of this Agreement (and where the breach is capable of remedy, the Consultant fails to remedy such breach within 25 working days following the issue of a written notice specifying the breach and requiring it to be remedied).

19 Authority's Best Value Duty

- 19.1 The Consultant acknowledges that the Authority is subject to the duty of Best Value under the Local Government Act 1999 and undertakes to assist the Authority in discharging its duty of Best Value in relation to the Services.

20 Governing Law and the Welsh Language

- 20.1 This Agreement shall be governed by and interpreted in accordance with the laws of England and Wales and the parties submit to the exclusive jurisdiction of the courts of England and Wales.
- 20.2 The Consultant shall use all reasonable endeavours to comply with the requirements of the Authority's Welsh Language Scheme during the provision of the Services.

21 TUPE

- 21.1 The Consultant recognises that the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply in respect of this Agreement and any future letting of the Services.
- 21.2 During the period of six months preceding the expiry of this Agreement or after the Authority has given notice to terminate this Agreement or if the Consultant stops trading, and within 10 working days of being so requested by the Authority, the Consultant shall fully and accurately disclose to the Authority for the purposes of TUPE all information relating to its employees engaged in providing the Services under this Agreement.
- 21.3 The Consultant shall permit the Authority to use the above information for the purposes of TUPE and of re-tendering. The Consultant will co-operate with the re-tendering of this Agreement by allowing any new service provider to communicate with and meet the affected employees and/or their representatives.
- 21.4 The Consultant agrees to indemnify the Authority fully and to hold it harmless at all times from and against all actions, proceedings, claims, expenses, awards, costs and all other liabilities whatsoever in any way connected with or arising from or relating to the provision of information under Clause 21.2.
- 21.5 The Consultant agrees to indemnify the Authority from and against all actions, proceedings, claims, expenses, awards and all other liabilities (including legal fees) in connection with or as a result of any claim or demand by any employee or other employee or person claiming to be an employee on any date upon which this Agreement is terminated and/ or transferred to any third party ("Relevant Transfer") arising out of their employment or its termination whether such claim or claims arise before or after the date of the Relevant Transfer.
- 21.6 In the event that the information provided by the Consultant in accordance with Clause 21.2 above becomes inaccurate, whether due to changes to the employment and personnel details of the affected employees made subsequent to the original provision of such information or by reason of the Consultant becoming aware that the information originally given was inaccurate, the Consultant shall notify the Authority of the inaccuracies and provide the amended information.

21.7 Clauses 21.1 to 21.6 shall apply during the continuance of this Agreement and indefinitely after its termination.

IN WITNESS whereof this Agreement has been signed on the date and year stated at the beginning of this Agreement.

THE COMMON SEAL of THE)
COUNTY COUNCIL OF THE)
CITY AND COUNTY OF)
CARDIFF : [Authorised] Signatory

THE COMMON SEAL of [])
LIMITED was affixed in the)
presence of:)

Director/Company Secretary