

DARTMOOR NATIONAL PARK AUTHORITY



Dartmoor National Park Historic Farmstead Guidance

CONTRACT

THIS CONTRACT is made this 7th day of October 2015

BETWEEN:

- (1) Dartmoor National Park Authority of Parke, Bovey Tracey, Newton Abbot, Devon TQ13 9JQ ("DNPA"); and
- (2) Chantal Freeman trading as Diva Arts of 16 Haywards Road, Cheltenham, GL52 6RH ("Diva Arts")

WHEREAS:

- A. DNPA wishes to enter into a contract with Diva Arts for the creation of three documents providing information on the significance of historic farmstead buildings in the Dartmoor National Park, using text provided by DNPA. The documents shall consist of (1) historic farmstead character; (2) historic farmstead building types; and (3) assessment framework ("Work").

NOW IT IS HEREBY AGREED that:

1 Specification

Diva Arts shall carry out the Work as follows:

- (a) Appearance:
 - (i) the documents shall be created using templates and styles provided by English Heritage with a DNPA identity.
 - (ii) the documents shall include text, maps, illustrations and images.

- (b) Size: three documents of approximately 20 pages at A4 size.
- (c) Colour: full colour (CMYK).
- (d) Images: all images shall be produced in 'Photoshop' or produced freehand.
- (e) Resolution: two sets of the documents shall be produced and provided:
- (i) a set at a low resolution (up to a maximum of 500kb) to enable uploading to the internet; and
 - (ii) a set at a high resolution to enable high quality hard copy printing by DNPA.
- (f) The documents shall be designed using 'InDesign'.
- (g) All final documents to be tagged appropriately for web download accessibility

2 Approval

Diva Arts shall provide proof copies of all final documents for approval and amendment (as required) by DNPA.

3 Delivery

Final copies and editable copies of all documents produced in connection with this Contract shall be provided in page order on a DVD to be delivered by a secure method of postage to DNPA at Parke, Bovey Tracey, Newton Abbot, Devon TQ13 9JQ.

4 Payment

- 4.1 DNPA shall pay to Diva Arts a sum not exceeding £660.00 upon the satisfactory completion of the Work in accordance with this Contract.
- 4.2 Diva Arts hereby agrees that all work carried out will be recorded on a timesheet to be supplied to DNPA.
- 4.3 Payment of the amount due to Diva Arts will normally be made within 30 days from the date of receipt of a written itemised invoice, unless there shall be a dispute to the correctness thereof.

5 Contract Period

Diva Arts shall complete the Work in accordance with this Contract not later than 30 November 2015.

6 Intellectual Property

- 6.1** Diva Arts shall ensure that it obtains all necessary copyright, permissions and consents in respect of all materials produced by third parties and used in connection with this Contract ("Third Party Materials").
- 6.2** Diva Arts shall ensure that it complies with the requirements of third parties when using Third Party Materials in connection with this Contract, and in particular that the appropriate copyright credits are displayed.
- 6.3** DNPA shall hold and retain the copyright, design rights, trademark and all other intellectual property rights whether registered or unregistered in all materials produced in connection with this Contract except for the Third Party Materials ("DNPA Materials").
- 6.4** Diva Arts shall not supply the DNPA Materials to any third party for any purpose whatsoever.
- 6.5** Diva Arts shall keep the electronic files containing the DNPA Materials secure and prevent them from being available to any third party.
- 6.6** The DNPA Materials shall not be reproduced or edited in a manner that would cause a reasonable person alarm, distress or offence.
- 6.7** Upon the expiry or termination of this Contract, Diva Arts undertakes to permanently delete or destroy within 30 days all images, electronic files and copies which incorporate or use the DNPA Materials or any part thereof.

7 No Contract of Employment

The parties agree and declare that they enter into this Contract as independent contracting parties and that there is no intention to create any contract of employment or mutuality of obligation as employer and employee.

8 Insurance and Indemnity

Diva Arts shall indemnify and keep indemnified DNPA from and against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury or death of any person whomsoever arising out of or in the course of or caused by the

execution of this Contract, and from and against any action, claims, demands, damages, loss, costs or expenses whatsoever and howsoever which may be brought against DNPA or which DNPA may be called upon to pay arising out of or in connection with work carried out under this Contract unless caused by the negligence of DNPA or its employees.

9 Data Protection Act 1998

Diva Arts shall comply in all respects with the provisions of the Data Protection Act 1998 and shall indemnify DNPA against all actions, costs, expenses, claims, proceedings and demands which may be brought against DNPA for breach of statutory duty under the Act which arises from the use, disclosure, transfer or other processing of personal data by Diva Arts or any person employed by Diva Arts or acting on Diva Art's behalf (whether with or without the knowledge of Diva Arts).

10 Freedom of Information

10.1 Information relating to any contract or procurement exercise to which DNPA is a party, including information about price and performance, is covered by the Freedom of Information Act 2000 (the Act). DNPA is under a legal obligation to disclose such information if requested unless an exemption under the Act applies.

10.2 Prior to signing this Contract, Diva Arts undertakes to inform DNPA of any information which it regards as being confidential and/or eligible for a claim for exemption from disclosure by DNPA under the Act. The final decision as to what information can be disclosed rests with DNPA.

11 Variation of Contract

This Contract and its provisions shall only be capable of amendment by a written agreement signed on behalf of Diva Arts and DNPA.

12 Termination

12.1 DNPA reserves the right to terminate this Contract forthwith if it considers that Diva Arts is in breach of obligations under this Contract or that the terms and conditions of this Contract are not being performed in a proper and business-like manner or to the true intent and meaning of the same.

12.2 The termination of this Contract shall have no effect upon the accrued legal rights and obligations under this Contract between the parties.

AS WITNESS the hands of the said parties:

For

**Dartmoor National Park
Authority**

Diva Arts

Signed A. J. Kohler

Signed C. Freeman

Name A. KOHLER

Name C. Freeman

Position DIRECTOR

Position Graphic Designer