

Report Title:	Vision for Windsor
Contains Confidential or Exempt Information	No
Cabinet Member:	Councillor Andrew Johnson - Leader of the Council and Chairman of Cabinet, Business, Economic Development and Property Councillor Samantha Rayner - Deputy Leader of the Council, Corporate & Resident Services, Culture & Heritage and Windsor
Meeting and Date:	Cabinet - 31st March 2022
Responsible Officer(s):	Andrew Durrant Executive Director of Place Services
Wards affected:	Windsor (Eton and Castle)

REPORT SUMMARY

The purpose of this project is to create a robust vision for the future of Windsor. The vision will incorporate the relevant emerging and existing strategies and plans for the area, whilst drawing on the many strengths and assets of the historic Town. Through stakeholder and resident engagement, challenges within the area will be considered and opportunities for the future will be recognised.

This paper seeks approval to commission The Prince's Foundation to support the Council to engage collaboratively with key stakeholders and residents through an Enquiry by Design (EbD) approach. It's estimated the project will last for a period of nine-months and will include a number of engagement opportunities and three key workshops to ultimately shape a Vision for Windsor.

1. DETAILS OF RECOMMENDATION(S)

RECOMMENDATION: That Cabinet notes the report and:

- i) Agrees the scope for a 'Vision for Windsor' project to commence.**
- ii) Agrees to commission The Prince's Foundation and implement the Enquiry by Design (EbD) approach for engagement with stakeholders and residents.**

2. REASON(S) FOR RECOMMENDATION(S)

Background

- 2.1 We have a perfect opportunity to build on our strong relationships with stakeholders locally to reflect on how the Town has adapted and changed over the past few years. Working in partnership with The Princes Foundation, we will consider how we would like the Town to evolve over the next 20+ years.
- 2.2 In recent years there has been a number of consultations within and surrounding the Windsor area, some of which have led to strategies or plans being developed for the area, such as the Windsor Neighbourhood Plan (WNP).
- 2.3 The focus area for this work includes Windsor town centre and central Windsor riverside locations, set between Eton, Datchet, Old Windsor & Clewer East shown in the map below. This area was not part of the adopted WNP, however this work will complement & support any future Neighbourhood Plan (known as Windsor 2030 Business Neighbourhood Plan).
- 2.4 In addition, the council has recently adopted the Corporate Plan, Borough Local Plan and the Environment and Climate Change Strategy. There is a need to bring together these strategic components in the area alongside our stakeholders' aspirations to create a vision for Windsor Town going forwards with a cohesive narrative.
- 2.5 There is an opportunity to reflect on how Windsor Town has developed and changed in the wake of the pandemic. Along with our stakeholders we need to capture what is going well in the Town, pre and post pandemic, what have we learnt and what would we like to take forwards.
- 2.6 Windsor's Royal connection brings in a great deal of domestic and international tourism to the area and creates many commercial opportunities. In this regard, the pandemic created a significant challenge for the Town. It is therefore important to consider the future of the Royal residency and the associated opportunities and implications.
- 2.7 The Prince's Foundation has significant experience of working with communities and partners in the UK and around the world. Their Royal connection will also present a unique opportunity which will be advantageous to delivering a Vision for Windsor.

Project Aims

- 2.8 The project will be driven through a series of thematic workshops supported by a dedicated core team at The Princes Foundation. They will lead the council, community leaders and stakeholders through a process to develop the vision. The workshops will engage residents and gather important information whilst exploring critical deliverables that will evolve as feedback is generated. Sessions will particularly focus on:
- Articulating what makes Windsor a distinctive 'place'.

- Refining the opportunities and constraints plan for the area.
- Hearing a series of technical briefings from local stakeholders.
- Producing a context analysis for understanding the wider community.
- Carrying out a site walk with attendees to see first-hand the opportunities.
- Holding a roundtable discussion / focus groups to develop a shared hypothesis.
- Forming an early consensus around wider aspirations and goals for the next stage.

2.9 Windsor Town has many beneficial assets, which are well utilised; however, other assets, such as the riverside location, are underutilised at present but could potentially create prosperous opportunities in the future. This project will allow us to draw on our assets and those of our partner organisations and local businesses to create a shared concept for the Town.

2.10 The project will consider the workforce demographic within this area of the borough, i.e., the mix between commuter vs residency workforce. This will highlight opportunities to enhance new markets and understand the types of businesses being established in the town.

2.11 Through engaging with stakeholders and residents we will develop a coherent concept for the look and feel of the Town through design pallets, shop frontage and street scenes. This will create consistency across the Town and contribute to a sense of place, which is attractive to those shopping, visiting, working, and living within the area.

2.12 The project will empower the local community through the Enquiry by Design (EbD) approach, and this will strengthen our relationship with key stakeholders, partners, and residents within Windsor. It is also important that the project identifies those partners that may be less represented, an example of this might be our armed forces based within the Town's barracks.

2.13 Supported by The Princes Foundation we will develop a clear brand for the Windsor Vision project and its associated projects thereafter. The branding should be identifiable and relatable to key stakeholders, residents, and visitors to the Town. The joint branding with The Princes Foundation should inspire, reflect our values and encourage trust. It should also be unique, innovative and engaging.

3. KEY IMPLICATIONS

3.1 The project outcomes will support elements of the Corporate Plan such as 'creating a sustainable borough of opportunity and innovation through thriving communities and inspiring places.' In addition, the project will contribute to many of the goals outlined within the plan, such as: an increase in footfall in Windsor between 2021-2026 and the Master Planning exercise for central Windsor by 2023.

3.2 The Enquiry by Design (EbD) approach will engage and empower key stakeholders, partners, and residents to have their say in the project and can therefore shape its outcomes and ultimately the Vision for Windsor going forwards.

- 3.3 Through our partnership working we will create a coherent narrative and concept for the Town which is consistent. We will also make the best use of the Towns assets and create opportunities for investment and addressing local challenges.
- 3.4 The Council and The Prince’s Foundation will each appoint a representative for the purpose of reporting and monitoring the project on a day-to-day basis. Both parties will also need to appoint a Communications Officer during Stage One to agree all external materials and agree joint Communications.
- 3.5 The programme is based on a project commencement starting from April 2022 onwards and will include milestone review periods quarterly.

4. FINANCIAL DETAILS / VALUE FOR MONEY

- 4.1 The Prince’s Foundation total contract value has been estimated at £50,300 and officers have identified existing budget provision through CIL & S106 investment to facilitate the work.
- 4.2 The Prince’s Foundation total cost has been broken down by stage, see table below. The costs exclude any expenses occurred by The Prince’s Foundation, although these are nominal as RBWM will provide on-site resource for workshop visits.

Stage	Cost (£)
Stage 1: Project Start-Up Period	£3,100
Stage 2: Key Stakeholder Workshop	£15,200
Stage 3: Windsor Vision Charter	£32,000
Total Estimated Contract Value	£50,300

- 4.3 The Council will need to provide all meeting and workshop event spaces. Each space will need to have adequate wireless, access to washrooms, and include refreshments for attendees.
- 4.4 The Prince’s Foundation will issue an output report following each quarter of the programme to justify their payment against milestones.

5. LEGAL IMPLICATIONS

- 5.1 The Prince’s Foundation contract will be effective for an estimated period of nine-months from the date of signature. It will assume that both parties agree that the contract, and any arrangements anticipated by it, may be terminated by one party giving the other party (90 days) notice to close and handover any activities.

5.2 Schedule 1 of the contract outlines the Terms & Conditions with The Prince’s Foundation to which the Royal Borough of Windsor and Maidenhead will be bound.

5.3 Procurement colleagues have been consulted in respect of this requirement and provided commentary on the proposed contract and assignment. Any risks in using the provider’s own terms and conditions has been highlighted and poses minimal risk. This is a below threshold service, and therefore Procurement Law is not applicable. The Contracts and Tendering Rules require a waiver for above £50k contract awards without competition.

6. RISK MANAGEMENT

6.1 There is some risk associated with engaging stakeholders, partners, and residents within the project as successful engagement is key to the Enquiry by Design (EbD) approach. However, The Prince’s Foundation have set-out an approach for encouraging engagement within their proposal.

6.2 There is a risk associated with the outcomes of the project and having the necessary resource and capacity in the short-term and long-term to work towards the outcomes.

Risk	Level of uncontrolled risk	Controls	Level of controlled risk
Engagement with stakeholders, partners, and residents	Low	An external communication consultant appointed by The Prince’s Foundation will create a robust external communication strategy	Low
Appropriate resources, capacity, and influence to implement the outcomes of the project	Medium	During the project resources should be identified in the short-term and long-term to work towards the outcomes of the project. We should work in partnership with others to increase access to resources, capacity, and influence.	Low

7. POTENTIAL IMPACTS

7.1 Equalities. Equality Impact Assessments completed and will be published on the council’s website.

7.2 Climate change/sustainability – The project specifically identifies this as a key RBWM strategy that the Windsor Vision will support

7.3 Data Protection/GDPR. No personal data has been processed.

8. TIMETABLE FOR IMPLEMENTATION

8.1 The project sets out a 7-month programme of activity and is set within 3 stages:

1. Project Start-Up Period (April 2022)

- Planning and Preparation stage, which will inform look & feel of the later stages
- Creation of 'core team' (RBWM & PF) and ratify the work programme & defined milestones
- Review baseline information and prepare mapping
- Agree stakeholder participants
- Windsor Town Walk and start-up meetings – this will inform the brief for future workshops

2. Key Stakeholder Workshop (June 2022)

- Involve a small immediate group of stakeholders that will take part in a tour, roundtables and focus groups
- Aspirations and reflections on future of Windsor
- Technical briefings from local stakeholders to share ideas and opportunities for the area
- Context of wider community
- Form a consensus for wider aspirations and goals for next stage
- Outcomes will be packaged into a presentation, with coherent SWOT analysis ahead of stage 3

3. Visioning Charter Workshop (October 2022)

- 2-day location-based 'Visioning' workshop in Windsor involving a wider group of stakeholders / community
- Includes opportunity for public drop-ins (special characters of the Town and priorities) and how to remain involved

8.2 Workshop outcomes will include:

- Agree an emerging framework vision for Windsor and recommendations for short to longer term delivery
- Articulate of the distinctiveness of 'place' and agree consensus on shape and cornerstones of the vision
- Consensus around quality, place and character that the council finds acceptable
- Revisit the communication and engagement strategy in terms of outcomes

9. APPENDICES

9.1 This report is supported by two appendices:

- Appendix A: The Prince's Foundation proposal
- Appendix B: Equality Impact Assessment Form

10. BACKGROUND DOCUMENTS

- 10.1 Windsor Neighbourhood Plan ([WNP Home \(windsorplan.org.uk\)](http://windsorplan.org.uk))
- 10.2 Corporate Plan ([Corporate Plan 2021-2026 | Royal Borough of Windsor and Maidenhead \(rbwm.gov.uk\)](http://rbwm.gov.uk))
- 10.3 Borough Local Plan ([Adopted local plan | Royal Borough of Windsor and Maidenhead \(rbwm.gov.uk\)](http://rbwm.gov.uk))
- 10.4 Environment and Climate Change Strategy ([Environment and climate strategy | Royal Borough of Windsor and Maidenhead \(rbwm.gov.uk\)](http://rbwm.gov.uk))

11. CONSULTATION

Name of consultee	Post held	Date sent	Date returned
<i>Mandatory:</i>	<i>Statutory Officers (or deputies)</i>		
Adele Taylor	Executive Director of Resources/S151 Officer	21/03/22	21/03/22
Emma Duncan	Deputy Director of Law and Strategy / Monitoring Officer	07/03/22	09/03/22
<i>Deputies:</i>			
Andrew Vallance	Head of Finance (Deputy S151 Officer)	07/03/22	09/03/22
Elaine Browne	Head of Law (Deputy Monitoring Officer)	21/03/22	21/03/22
Karen Shepherd	Head of Governance (Deputy Monitoring Officer)		
<i>Mandatory:</i>	<i>Procurement Manager (or deputy) - if report requests approval to award, vary or extend a contract</i>		
Lyn Hitchinson	Procurement Manager		
<i>Other consultees:</i>			
<i>Directors</i>			
Duncan Sharkey	Chief Executive	07/03/22	
Andrew Durrant	Executive Director of Place	07/03/22	07/03/22
Kevin McDaniel	Executive Director of Children's Services		
Hilary Hall	Executive Director of Adults, Health and Housing	07/03/22	08/03/22

Confirmation relevant Cabinet Member(s) consulted	Councillor Andrew Johnson - Leader of the Council and Chairman of Cabinet, Business, Economic Development and Property	Yes
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	Councillor Samantha Rayner - Deputy Leader of the Council, Corporate & Resident Services, Culture & Heritage and Windsor	Yes
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REPORT HISTORY

Decision type:	Urgency item?	To follow item?
Key decision	No	No
First entered into the Cabinet Forward Plan:		

Report Author:	Andrew Durrant and Claire Kellow
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SERVICE SPECIFICATION CONTRACT

The Contract Details

Date	21 ST March 2022
Customer	Windsor and Maidenhead Council
Customer's Representative	Andrew Durrant Executive Director
Contractor	The Prince's Foundation (charity registration no.SC038770), registered office Dumfries House Near Cumnock, East Ayrshire KA18 2NJ
Contractor's registered address	19-22 Charlotte Road, London, EC2A 3SG
Contractor VAT number	N/A
Contractor's Representative	Mr Aaron Davis
Services	As specified in Schedule 1 attached to and forming part of this Contract
Deliverables	As specified in Schedule 1 attached to and forming part of this Contract
Timetable	Refer to Schedule 1 for project timeline
Price	Total contract value of £50,300 (+ VAT) Refer to Schedule 1 for detailed breakdown of fees
[Schedules]	Schedule 1: Terms & Conditions

27th January 2022

For the attention of:
Windsor and Maidenhead Council

VISION FOR WINDSOR REPORT AND STAKEHOLDER ENGAGEMENT

PROPOSED SCOPE OF SERVICES AND FEE PROPOSAL

1. Project Title and Description

Vision for Windsor Report and Stakeholder Engagement

2. Introduction and Background

This proposal sets out a response following a conversation between the Prince's Foundation and the Leader of the Windsor and Maidenhead Council. We understand that the Council are facing challenges with regards to needing to realise some of the assets in the riverside areas, but also be mindful of the historic and iconic importance of the town. The Prince's Foundation therefore suggest the preparation of an early doors Vision for Windsor Report and associated workshops to ensure sites can be delivered more holistically with a design that is based on character preferences within the local area. We have programmed for this contract to run over a period of nine-months.

The proposal below sets out a methodology and activities whereby the Prince's Foundation will support the Council in the preparation of a Vision for Windsor Report. This will start with a first Stakeholder Workshop (planned for May 2022) where we identify the core team and get familiar with the challenges you're facing. Once we understand this further, we will set-up a consultant team (including a transportation and regeneration expert) who will all contribute to the next stages – including the main workshop in October 2022. This main workshop will be split into two-days and includes a focus on: (a) community leaders; (b) business leaders; and (c) public drop-in session.

It is likely that this stage of the project will be more focused on the master planning and vision setting, however, going forward there is an opportunity to use the principles in this first stage on a more thorough design code. This proposal reflects though only the first stage of work and does not include scope for a design code yet. Given the early stage of the project, we think this gradual approach makes more sense, but we can revisit next stages after this initial proposal is complete (estimated in December 2022). As part of the proposal, and explained in more detail below, we will package our work into a short report and help identify how we might continue to work together.

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3. Workshop and Charette Methodology

We recognise the enormous complexity of this project, both in terms of gathering consensus from such a large group of stakeholders. Part of this is being very clear as to where the Prince's Foundation support is best suited and our core 'offer' to the project at this early stage. Initially this will include setting up a core project team, including identifying appropriate internal resources from both our sides and agreeing a reporting structure to our various managers, but also how other stakeholders might be included in the process. For this we suggest a robust external communication strategy aligning that aligns our messages in an easy / digestible format for all workshop attendees.

This is where our team will start painting the 'bigger picture' -particularly focusing on the following:

1. Mapping and understand assets within the Windsor Town Centre.
2. Creating a Window to Windsor concept that looks at street scenes.
3. Learn from Covid-19 and how to avoid stop-start-continue patterns.
4. Carefully consider associated strategic plans that are already in existence.
5. Focus on tourism strategies and understand the future role of Windsor Castle.
6. Look at management and services – including events and security for ceremonies.
7. Take a broader profile of the workforce in Windsor and how to enhance new markets.

Our approach is to lead the Council, community leaders and other relevant stakeholders through a process to deliver a vision for the regeneration Windsor Town Centre. To ensure the community has real involvement, we recommend a consultation and participation strategy is established, which will enable us to obtain feedback at all stages of the project. We propose this is done through a collaborative workshop process that uses the principles of an Enquiry by Design (EbD) for the engagement. The EbD Process recognises that every community is endowed with different natural, financial, social, and built assets. These assets can be developed into lasting capital into the centre.

4. Scope of Work and Detailed Requirements

Broadly in terms of activities, we suggest a nine-month programme, but are recommending that the proposal is set against three key stages (with an initial set-up period). Each stage will be aligned with deliverables to justify completion and we should plan for sequenced document review periods.

Stage One: Project Start-Up

A successful workshop process requires planning and preparations. It is an important first step in how the project will be shaped, based on information already gathered and general principles. This set-up stage includes discussions with the Council around some of the challenges and issues

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associated with the area, including an understanding of some of the sites available for redevelopment and ownership issues we need to be aware of. As part of this stage, we suggest a visit to Windsor to meet the core team and agree an agenda for the workshop. This stage is also vital to start mapping assets and understand areas of potential development with the town centre.

Below is an overview of the key activities that are normally undertaken jointly during this stage:

- Identify the team and understand everyone's role.
- Organise the workshop venue, catering, and logistics.
- Review existing baseline information and prepare maps.
- Agree key stakeholders and participants for the first visit.
- Create a file exchange or FTP site that is secure to the team.
- Set out the programme, including identifying the key activities.
- Undergo a site tour with the Prince's Foundation and the Council.

The main output from this stage will be the creation of a 'core team', base mapping and agree a clear work programme with defined milestones. Currently we are programming for the Start-Up Meeting to take place in Windsor in April 2022, but we will still need to consider active Covid-19 protocols and social distancing (particularly when inside buildings). This stage should be a short work period and only requires a month or less, but we will summarise our observations into a "**Project Brief**" to help record our discussions. This will likely be issued following our internal first visit to Windsor and could be issued to attendees together with the agenda ahead of the workshops.

Stage One: Project Start-Up Period (Estimated April to May 2022) = £3,100

Stage Two: Key Stakeholder Workshop

Following our set-up period and agreement of this proposal there will be an initial period of information gathering. This includes a review of reference data from the Council, which should form the basis of our mapping that will help facilitate discussions with attendees. This workshop will be a chance for key stakeholders to get together to present their aspirations and to reflect on the future of Windsor from their own perspective. There should also be a series of technical briefings and should be seen as an opportunity to discuss things in a Chatham House context and share materials / ideas that may not yet be published in any plan yet to help stimulate discussions.

We have planned for a one-day workshop with key stakeholders with the following objectives:

- Articulate what makes Windsor a distinctive 'place'.
- Refine the opportunities and constraints plan for the area.
- Hear a series of technical briefings from local stakeholders.
- Produce a context analysis for understanding the wider community.
- Carry out a site walk with attendees to see first-hand the opportunities.
- Hold a roundtable discussion / focus groups to develop a shared hypothesis.
- Form an early consensus around wider aspirations and goals for the next stage.

The outcomes will be packaged into a presentation and shared with attendees ahead of the next stage, including a more public event, but this initial workshop should be limited in numbers to facilitate discussion more fluidly. This process will help form the basis of our immediate group of stakeholders – all who should attend the workshop in Stage Three. The Prince's Foundation will facilitate the stakeholder workshop, however, we would kindly ask that the Council arranges the venue and catering on the day. We estimate the workshop will take place in June 2022 and the outputs will be put into a “**Stakeholder Report**” that will serve as a SWOT Analysis for the area.

Stage Two: Key Stakeholder Report (Estimated May to July 2022) = £15,200

Stage Three: Vision for Windsor Charter

For the final stage, we propose a location-based Visioning Workshop in Windsor involving not only the key stakeholders from Stage Two, but also community and business representatives. We estimate that this will take place in October 2022 and would run over a period of two-days. Our assumption is that social distancing will not be required, however, we would not normally suggest more than 30 people at the workshop anyway at this stage. It is essential that a greater level of understanding about the process / activities will need to be discussed amongst stakeholders, in this first instance and then the wider public, but we have planned for an evening drop-in public session.

This public drop-in sessions invites people in to speak about the special character of Windsor and where they feel priorities should be placed. The aim of the drop-in is an introduction to the process and an indication of how people can get involved; it also informs people about what is happening over the next few days and the wider engagement process afterwards. Alongside this there is also the chance to use the Enquiry by Design process (described in the methodology section above) to understand what people like, dislike and hope for in the area. For the workshop there will be a general focus on streetscapes, public realm and a review of specific proposals for regeneration sites.

Our suggested agenda for the Visioning Workshop will be two-days, including the following:

- Day One: Preliminary briefings - including a 'core team' meeting and evening event.
- Day Two: Technical briefings, attendee walkabout and themed roundtable discussions.

The overall focus and aim of the Visioning Workshop should include the following aspirations:

1. Present initial findings as part of the Stakeholder Workshop (Stage Two).
2. Listen to a series of technical briefings to understand challenges in Windsor.
3. Facilitate consensus regarding the optimal future outcomes and design vision.
4. Undergo a site visit with attendees, which is a good opportunity for discussion.
5. Consolidate the key issues and identify various options for any future development.

Attendees from the Prince's Foundation at the Visioning Workshop will most likely include:

- Senior Director
- Director of Projects
- Project Manager (UK)
- Regeneration Consultant
- Transportation Consultant

Once the workshop has been run then a short summary of the key conclusions will be produced as part of the "**Vision for Windsor Charter**". This would form the starting point of a wider external communications strategy that would be led by the Council after this initial piece of work. It will include principles of movement and connectivity, development sites and mix of uses, density and impact considerations will be mapped (incl. tourism, nighttime economy and transportation).

From our experience the workshop outcomes will include, but not be limited to, the following:

- Agree an emerging framework vision for Windsor based on workshop discussion.
- Articulation of the distinctiveness of 'place' and an agreed consensus on character.
- Capture characteristics that can inform the eventual design code (not in this contract).
- Summary of the architectural features that can guide design based on local precedents.
- Form a consensus around quality, place, and character that the Council finds acceptable.

Once the workshop has been run, and a first draft of the Vision for Windsor Charter produced, there should be a period to discuss wider communications and develop an engagement strategy

based on feedback in the earlier stages. At the same time, there needs to be a period of more detailed specialist testing / evaluation of the plans produced at the workshop. These plans will then be added to the Vision for Windsor Charter and form the basis of the structuring principles for development areas. Priorities for the regeneration will also be considered and we recommend a meeting in Windsor with stakeholders afterwards to consider how to best take the project forward.

Stage Three: Vision for Windsor Charter (Estimated August to December 2022) = £32,000

5. Role, Responsibilities and Contract Assumptions

Overall assumptions based on the above programme and project timetable are as follows:

1. The programme is based on a project commencement starting within April 2022 and should include milestone review periods quarterly on the programme. At the end of each milestone, the Prince's Foundation will issue a compiled output report to justify payment.
2. The invoice amounts will be based on a resource cost associated with the scope of services above. Should the scope of services change, we would wish to review the costs and charge the Council any additional variation fees accordingly (to be agreed in writing beforehand).
3. The Prince's Foundation will be the managing consultant for this commission and will provide strategic overview of all consultants appointed by ourselves. The work will be carried out largely from our offices in London and/or virtually due to Covid-19 measures.
4. Project review meetings are to be held together on a regular between the Windsor and Maidenhead Council and the Prince's Foundation to discuss activities. These regular calls will most likely be on a weekly basis and should be done largely through Zoom if possible.
5. As part of the programme, we have indicated periods of time before each workshop where we will undergo a site visit with the Council. This will normally be a half-day event and will include a mix of senior / technical staff from the Council and the Prince's Foundation.
6. In addition, as part of the workshop process, we have assumed that the Windsor and Maidenhead Council will provide an event space during the workshop. Such spaces will need to have an adequate wireless, access to washrooms and also a private meeting room.
7. To help facilitate meetings, the Windsor and Maidenhead Council should be responsible for arranging venues and sending out invitations to attendees. Venue hire should include refreshments for attendees and booked through the Windsor and Maidenhead Council.

This contract shall be effective for a period of seven-months from the date of signature. It will assume that both parties agree that this contract, and any arrangements anticipated by it, may be terminated by one party giving the other party (90 days) notice to close and handover any activities.

6. Communication Protocols and Marketing Material

As part of this agreement, the Prince's Foundation will set some guidance in terms of any external communications, but upon project commencement both parties will need to agree a statement of communications that runs in tandem with the various events. It also needs to frame the purpose of the events and the aims or focus for the conversations. Ultimately the comms strategy will help ensure long-term 'buy-in' for the regeneration of the various sites. Specific to the workshops, this should be open to only selected stakeholders to attend from both public and private-sector bodies, but all invitations and attendance lists should be managed by the Windsor and Maidenhead Council.

1. Both parties shall appoint a representative for the purpose of reporting and monitoring on a day-to-day basis. Should this appointed representative change, the respective parties must notify the other in writing within 30-days of the role terminating to allow for any handover.
2. The Windsor and Maidenhead Council representatives will be invited to participate formally in a 'core team' project update meeting no less than once a month. The Prince's Foundation will manage these meetings, but will ask the Council to add relevant attendees.
3. The Prince's Foundation shall have sole responsibility for the operation of the project programme, provide that it: (a) takes into consideration any reasonable requests made by the Council as regards to the programme and (b) inform the Council of any critical delays.
4. The Prince's Foundation will allow the Council to reference them in external documents and marketing material, however, the Prince's Foundation will expect sign-off on the wording and content of any such material before it is published (including correct logos).
5. The Prince's Foundation will have access to confidential information for this contract. As such, the Prince's Foundation will keep in confidence all information belonging to other parties without correct consent and only should be used for the purposes of this contract.

Both parties should appoint a press / PR officer during Stage One to agree all external materials.

7. Indicative Project Milestones and Associated Invoices

Based on the above project activities, below are the critical path dates to be made aware of:

Stage Activities	Start	End
Stage 1: Project Start-Up	Apr 2022	May 2022
Task 1.1: Prepare Project Brief	Apr 2022	May 2022
Stage 2: Key Stakeholder Report	May 2022	Jul 2022
Task 2.1: Baseline Map Preparation	May 2022	May 2022
Task 2.2: Key Stakeholder Workshop	Jun 2022	Jun 2022
Task 2.3: Workshop Outcomes Report	Jul 2022	Jul 2022
Stage 3: Vision for Windsor Charter	Aug 2022	Dec 2022
Task 3.1: Workshop Preparation	Aug 2022	Sep 2022
Task 3.2: Window to Windsor Workshop	Oct 2022	Oct 2022
Task 3.3: Compile Window to Windsor Vision Charter	Nov 2022	Dec 2022
Total Estimated Programme Duration	Apr 2022	Dec 2022

The suggested invoice amounts are outlined below, broken down by stage activity. Please note that the following amounts are presented without VAT and excludes any expenses / accommodation expenses that will be sent separately. Invoices should then be paid within 35-days of receiving it.

Stage Activities	(£) GBP
Stage 1: Project Start-Up	£3,100
Task 1.1: Prepare Project Brief	£3,100
Stage 2: Key Stakeholder Report	£15,200
Task 2.1: Baseline Map Preparation	£2,280

Task 2.2: Key Stakeholder Workshop	£7,600
Task 2.3: Workshop Outcomes Report	£5,320
Stage 3: Vision for Windsor Charter	£32,000
Task 3.1: Workshop Preparation	£4,800
Task 3.2: Vision for Windsor Workshop	£16,000
Task 3.3: Compile Vision for Windsor Charter	£11,200
Total Estimated Contract Value	£50,300

A more detailed programme will be prepared during Stage One for the Windsor and Maidenhead Council to review. The above should be considered a live schedule of activities and will be subject to the overall programme – to be managed by the Prince's Foundation. To avoid delays, there should be several review and sign-off procedures at key stages. There should also be a shared risk mapping and mitigation plan to help monitor delays. Given the challenges of working in a pandemic, we will need to think through these dates carefully and see what activities can be done virtually. Should any delays occur we will notify the Windsor and Maidenhead Council immediately.

We trust the above helps set out several objectives for progressing this exciting project together.

Location: Windsor, England, UK

Client: Windsor and Maidenhead Council

To confirm your formal acceptance of this proposal with the attached terms and conditions, please sign, date and return to Aaron Davis: aaron.davis@princes-foundation.org copying in Kim Hitch kim.hitch@princes-foundation.org. Please also send a signed hard copy to the following address:

Aaron Davis
The Prince's Foundation
19-22 Charlotte Road
London EC2A 3SG
United Kingdom

Signed:

Name:

Title:

Organisation:

Date:

Signed:

Name:

Title:

Organisation:

Date:

SCHEDULE 1: TERMS AND CONDITIONS OF THE PRINCE'S FOUNDATION

1. PARTIES

a. **The Consultant:** **THE PRINCE'S FOUNDATION**, a company limited by guarantee registered in Scotland with the registered Company Number SC331738, which is registered with the Office of Scottish Charity Regulator as a charity (number: SC038770) and whose registered office is at Dumfries House Estate, Dumfries House, Cumnock, Ayrshire, KA18 2NJ (the "**Foundation**"); and

b. **The Client:** Windsor and Maidenhead Council

2. DEFINITIONS

a. "**Appointment**" means the appointment of the Consultant by the Client pursuant to the Project Proposal / Scope of Services and Item 1 above.

b. **Bank Holiday** means a day designated as a public holiday in England and Wales by the government of the UK.

c. **Brand Guidelines** means the brand guidelines of the Foundation from time to time, initial included in Schedule 2, setting out how the Name and/or the Logo may be used by the Council under the Terms of this Agreement.

d. **Business Days** means a day of the week other than a Saturday, Sunday or Bank Holiday.

e. "**Charges**" means the charges and fees set forth in the above Scope of Services.

f. "**Client**" means the party named as the Client in the Project Proposal / Scope of Services and Item 1 above.

g. **Data Controller** shall have the same meaning as given in the GDPR.

h. **Data Processor** shall have the same meaning as given in the GDPR.

- i. **Deliverables** means any specific good or service outcome that is to be produced by the Consultant through the provision of the above Services.
- j. **Electronic Communication** shall have the same meaning as in the Electronic Communications Act 2000.
- k. **Force Majeure** means any circumstances beyond the reasonable control of the Party in question including (but not limited to) war, riots, explosion, government action, seriously adverse weather conditions, accident, breakdown of plant or machinery (save as a result of failure to maintain such plant and machinery in accordance with good industrial practice), unavailability of transport or acts of the other Party or any third party.
- l. **GDPR** means the General Data Protection Regulation;
- m. **“Intellectual Property Rights”** means any design rights, utility models, patents, inventions, logos, business names, trademarks, domain names, copyright, moral rights, rights in databases, source codes, drawings, specifications, know how, trade secrets, rights in software, rights in the nature of unfair competition and the right to sue for passing off any other equivalent or similar rights to any of the foregoing in any jurisdictions, whether registered or unregistered.
- n. **Know-how** means the substantial knowledge of and expertise in the Activity developed by the Foundation;
- o. **“Location”** means the place or places where the Services are to be performed as stated in the Project Proposal / Scope of Services.
- p. **Logo** means the logo of the Prince’s Foundation.
- q. **Name** means the Prince’s Foundation;
- r. **Parties** means a Party to this Agreement and Parties shall be construed accordingly.
- s. **Personal data** shall have the same meaning as given in the GDPR.
- t. **“Project Proposal”** means a specification of works, describing the services to be provided by the Consultant.
- u. **“Services”** means those Services referenced in the Project Proposal / Scope of Services.

- v. **Team** means either employee of the Prince's Foundation or subconsultants.
- w. **"Terms and Conditions"** means these terms and conditions.
- x. **"The Consultant"** means The Prince's Foundation.
- y. **"Term"** means the time period referred to in the Project Proposal/ Scope of Services.

2.1 All references to a statutory provision shall be construed as including references to:

- Any statutory modification, consolidation or re-enactment;
- All statutory instruments or orders made pursuant to it; and
- Any statutory provision of which it is a modification, consolidation or re-enactment

2.2 Except where the context otherwise requires:

- Words denoting the singular include the plural and vice versa;
- Words denoting any gender include all genders;
- Words denoting persons include firms and corporations and vice versa.

3. PROJECT PROPOSAL

The Project Proposal shall remain valid for a period of 30 days from the date issued. The Client shall be deemed to have accepted the Project Proposal by signing the Project Proposal and returning the Project Proposal to the Consultant within 30 days from the date issued. The Project Proposal shall be deemed to be accepted subject to these Terms and Conditions.

4. GENERAL

4.1 The Client accepts these Terms and Conditions to the exclusion of any terms or conditions stipulated, incorporated, or referred to by the Client. Each party warrants to the other that it has not relied upon any representations not recorded herein. No amendment of the Terms and Conditions will be valid unless subsequently confirmed in writing by both parties by the signatures of an authorised representative of each party.

4.2 No failure, delay, relaxation or indulgence on the part of either party in exercising any power or right conferred upon such party shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right preclude any other or further exercise thereof or the exercise of any other power or right.

4.3 The Consultant, but not the Client, may assign its rights under the Appointment.

4.4 The Services will be undertaken by The Consultant's employees, and independent subconsultants. The Consultant, but not the Client, shall be free to sub-contract or delegate to any third party any or all of its obligations without seeking the prior consent of the other party.

4.5 Condition headings do not affect the interpretation of these Terms and Conditions.

4.6 The parties shall not be liable for any failure of performance or any delay in performing any of their obligations (other than for non-payment or late payment of the Charges) by reason of Act of God, war, civil disorder, labour dispute, Governmental action, fire, flood or drought.

4.7 If any provision of these Terms and Conditions is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of these Terms and Conditions and the remainder of such provision shall continue in full force and effect.

4.8 The parties do not intend that any provision of these Terms and Conditions shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any third party.

4.9 Any notice given by either party to the other must be in writing and may be affected by personal delivery or by prepaid registered postage. A notice delivered personally is deemed to be served upon delivery and in the case of postage within forty-eight (48) hours after the date of posting. Notices sent by post shall be sent to the addresses of the parties set out herein or to any other address notified in writing by one party to the other for the purpose of receiving notices.

5. TERM

5.1 Subject to Clause 12, the Appointment shall continue until the last day of the Term stated in the Project Proposal/ Scope of Service, or such other time as may be determined by mutual written agreement or until The Consultant shall have fulfilled its obligations by completing the Services, unless the Appointment is earlier terminated by one of the parties giving to the other 90 days written notice of termination. If the Appointment is terminated, the Charges shall be paid on a pro rata basis based on works completed.

5.2 Upon termination of the Appointment for whatever reason, the Client shall deliver to The Consultant all materials and other property of or relating to The Consultant which may then be in the possession or under the control of the Client.

6. UNDERTAKINGS OF THE CONSULTANT

6.1 The Consultant warrants that the Services will be performed with reasonable skill and care.

6.2 All other warranties, conditions and terms implied by statute or common law (save for the conditions implied by section 2 of the Supply of Goods and Services Act 1982) are, to the fullest extent permitted by law, hereby excluded. Without limiting the generality of the foregoing, the Consultant expressly disclaims any warranty or guarantee that the Consultant's obligations to the Client include any obligation to ensure that the Client achieves any specific planning objective.

6.3 Subject to the other provisions of these Terms and Conditions, The Consultant shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the performance of the Services (even if caused by The Consultant's negligence), nor shall any delay entitle the Client to terminate the Appointment unless such delay exceeds 180 days.

6.4 The Consultant shall use its reasonable endeavours to meet any specified key milestones, but any such dates shall be estimates only and time shall not be of the essence

7. THE CLIENT UNDERTAKES

7.1 To provide The Consultant with all information, co-operation and support that may be required to enable The Consultant to carry out its obligations to the Client;

7.2 For the purpose of co-ordination, to designate one individual as shall be notified in writing to The Consultant who shall be responsible for controlling, in consultation with The Consultant, all aspects of The Consultant's responsibilities to the Client;

7.3 To provide or procure adequate facilities to enable The Consultant to perform the Services at the Location and further to allow full and complete access to the Location;

7.4 To take all steps to ensure the health and safety of the personnel of The Consultant whilst they are in attendance at the Location or at any other site of the Client in connection with the performance of the Services;

7.5 To pay for the Services as provided in Clauses 9 and 10 hereunder and as outlined in the Scope of Services Fee Schedule;

7.6 During the Term and for one year thereafter, not to solicit or hire either directly or through any associated company, firm or person any personnel of The Consultant engaged in the performance of the Services, except with the prior written consent of The Consultant;

7.7 Unless the Consultant agrees in writing in advance to assume responsibility for the following matters, to:

- a. Effect and maintain appropriate insurance in an adequate amount with respect to all possible risks which may arise in connection with the deployment of any person engaged by The Consultant to perform the Services at the Location and shall, at The Consultant's request, provide such evidence of such insurance as The Consultant may reasonably require; and
- b. Effect and maintain appropriate licences and consents in relation to anything which may be required for the provision of the Services at the Location.

7.8 Not to use the name or logo of The Consultant for any purposes, including (but not limited to) public relations and press material, without the prior written consent of The Consultant. Drafts of all material in which The Consultant's name is used must be submitted in advance to The Consultant for formal approval. The Consultant has an absolute right of refusal regarding such material.

8. INDEPENDENT CONTRACTOR

It is understood that in The Consultant's performance of the Services, The Consultant is acting as an independent contractor and not in any way as an agent or representative of the Client. The Consultant has no authority to bind or speak for the Client except as may be expressly granted in writing from time to time.

9. PLANNED AND UNPLANNED TEMPORARY INTERRUPTIONS

9.1 Both parties shall use reasonable endeavours to minimise interruptions in the supply of Services. In the event of an emergency temporary cessation of the Services, each party must inform the other when supply is likely to cease immediately or as soon as reasonably possible in all other cases and both parties will co-operate fully to minimise the consequences and risks, and to mitigate any losses.

10. CHARGES

10.1 Any quotation given by The Consultant is an invitation to treat only and no quotation shall be binding until the Client has accepted the Project Proposal/ Scope of Services in accordance with Clause 2.

10.2 The Client shall pay the Charges to The Consultant.

10.3 The Client shall additionally reimburse The Consultant for the amount of all travelling (including rail travel or air travel), accommodation, subsistence, stationery, telephone, fax and postage charges, photocopying and other expenses incurred by The Consultant in the course of providing the Services, including but not limited to venue hire charges, catering costs, miscellaneous consultants' expenses and the cost of sundry items.

10.4 The Client shall pay to The Consultant any additional costs, charges and/or expenses which (a) result from any work which falls outside the scope of the Project Proposal/ Scope of Services, or (b) are required as a result of the Client's inaccurate, incomplete or delayed instructions, or for any other cause attributable to the Client directly or indirectly.

10.5 The Consultant shall give the Client a minimum of 30 days notice of any variation to the Charges, where such variation is occasioned other than by any act or omission of the Client under Clause 10.4 above.

11. PAYMENT

11.1 The Client shall pay the Charges to The Consultant together with any additional sum due to the Consultant within 30 days of the date of The Consultant's invoice. Time for payment shall be of the essence.

11.2 The Client shall make all payments due to the Consultant in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Client

has a valid court order requiring an amount equal to such deduction to be paid by The Consultant to the Client.

11.3 If the Client fails to pay any sum due to The Consultant, the Client shall be liable to pay interest to The Consultant on such sum from the due date for payment at the annual rate of 5 % above the London Interbank Offered Rate (LIBOR), accruing on a daily basis until payment is made, whether before or after any judgment. The Consultant reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. The Client shall reimburse The Consultant for any and all costs incurred by The Consultant in recovering payment pursuant to this Clause 9.3. Without limiting the generality of the foregoing, a fee of £ 15.00 will be made for each account reminder, duplicate invoice or other paperwork, correspondence or phone call involved in pursuing late payment of invoices. This fee is non-refundable.

11.4 Any failure by the Client to pay The Consultant any sum by the due date for payment and/or the occurrence of any one or more of the events set forth in Clause 14.2 shall entitle The Consultant, at any time and without notice to the Client and without limitation to any other remedy available to The Consultant under these Terms and Conditions, or otherwise:

1. To suspend or cancel the performance of any Services; and
- 2 To treat the Appointment as having been terminated by the Client.

12. CONFIDENTIAL INFORMATION / INTELLECTUAL PROPERTY RIGHTS

12.1 All information of whatsoever kind or nature expressed to be confidential (or which could reasonably be supposed to be confidential) and furnished or made available to the Client or its personnel by, through or on behalf of The Consultant shall be treated as confidential by the Client and the Client shall ensure that such confidential information is not copied or disclosed to any third party in any manner whatsoever, either in whole or in part except upon the prior written authority of The Consultant, PROVIDED ALWAYS that such confidential information shall not already be in, nor subsequently enter (other than at the instance of the Client acting in an unauthorised manner) the public domain.

12.2 Without limiting the generality of Clause 12.1, the Client may only disclose confidential information:

- a. To its employees, officers, representatives, advisers and agents who need to know such information for the purposes of carrying out the Client's obligations to the Consultant; and
- b. As may be required by law, court order or any governmental or regulatory authority.

12.3 The Client shall not use any confidential information for any purpose other than to carry out the Client's obligations to the Consultant.

12.4 Any and all Intellectual Property Rights (howsoever arising), in relation to the Services and any related documents and other materials shall at all times vest in and belong solely to The Consultant. The Consultant grants the Client a non-exclusive, royalty-free licence to use such materials in order to enable the Client to carry out the Client's obligations to the Consultant; any other use of the materials requires the prior written consent of the Consultant and the payment of a licence fee in an amount to be determined by the Consultant. Any licence granted pursuant to this Clause 10.4 shall be terminable upon 7 days notice to the Client.

12.5 The Client shall hold The Consultant harmless and shall fully indemnify The Consultant against any and all loss, damage, costs and expenses awarded against or incurred by The Consultant in connection with, or paid or agreed to be paid by, the Consultant, in settlement of any claim for infringement of any Intellectual Property Right of any other person resulting from The Consultant's use of any specification, design or material submitted by the Client.

13. DATA PROTECTION

13.1 The client's data may be processed by the consultant to enable consultant to provide the services and consultant shall operate as a Data Processor. In such circumstances the Foundation shall:

13.1.1 comply with the requirements of the GDPR and any equivalent applicable legislation in any other country and in accordance with good industry practice. In particular, the Foundation shall comply with the provisions of the GDPR in respect of the Services as if it were a Data Controller; and

13.1.2 collect, compile, manipulate and store or otherwise Process the Clients Data only as instructed in writing in advance by the Client. The Foundation shall not carry out any other processing, use or disclosure of the Clients Data.

13.2 The client may request by written notice that any specific item of its data held by the consultant be amended or deleted by the consultant and the Foundation shall immediately fulfil such a request.

13.3 The Foundation shall in particular but without limiting its obligations under Clause 13.1 above:

13.3.1 maintain comprehensive registrations or notifications under the GDPR or equivalent legislation in any other country in relation to the Processing of Personal Data by the Foundation;

13.3.2 be aware at all times of the registerable particulars of the client under the GDPR, and ensure that it does not use, disclose or Process the Clients Data in any way that is outside the scope of those particulars, provided that the Client shall notify the Foundation of any alterations in its registrable particulars;

13.3.3 keep the client Data fully up to date on a timely basis at all times during the Term;

13.3.4 assist the client to respond to any request for information under the provisions of the GDPR which may it a requirement to respond to any request for Personal Data made by an individual which complies with the requirements of the GDPR; at all times have in place appropriate technical, procedural and organisational security measures, to protect the clients Data.

13.3.5 ensure that any employees, contractors or sub-contractors involved in the Processing of the clients Data are bound by the security measures as set out in clause 13.3.4;

13.3.6 provide as necessary and requested, details of the security measures to the client in writing within 10 days of a written request during the Term; and

13.3.7 notify the client immediately if it receives any notice of non-compliance with, or a request for information under the GDPR or any equivalent legislation in any other country.

13.4 Upon the termination of this Agreement for whatever reason, the Foundation shall, unless notified otherwise by the client or required by law, immediately cease all Processing of the client Data and, as requested by the client, destroy, send, or return to the client on suitable media all copies of the client Data held in whatever form by the Foundation or any sub-contractor.

13.5 The client Data and any rights subsisting in them, including without limitation any database rights, are and shall remain at all times the property of the client, and the Foundation assigns to the client the copyrights, database rights and all other rights of a like nature in the client Data conferred under the laws of the United Kingdom and all other countries of the world that will be created by Foundation during the Term for the full term during which those rights and any renewals or extensions subsist.

13.6 The Foundation warrants that it:

13.6.1 has maintained and will continue to maintain comprehensive registrations under the GDPR or equivalent legislation in any other country in relation to the processing of Personal Data by Foundation;

13.6.2 has not received any notice of non-compliance with, or a request for information under the GDPR;

13.6.3 has in place adequate technical and organisational security measures, including database software and equipment, governing the Processing of the client Data and any employees involved in such processing.

14. PR AND MEDIA

14.1 The client shall credit the Foundation in any and all external documents, application and marketing materials relating to the Project from the date of commencement of this Agreement until the twentieth (20th) anniversary of the completion of the Project.

14.2 The use of the Foundation's Name and the Logo shall be within the Brand Guidelines which can be provided by the Consultant and each use shall be notified to the Foundation within one week of publication.

14.3 The Client shall seek the prior written approval of any text which describes the Foundation or The Project in any external document, application or marketing materials produced by or on behalf of the client.

14.4 The Client acknowledges that it may not make any publicity or statement relating to this Agreement or the Project referring directly or indirectly to the role of the Foundation in the Project without the prior written consent of the Foundation. In particular, the Client acknowledges that it may not use any name or identification of the Foundation that in any way suggests any endorsement of the Client or the Project by Foundation or the President of the Foundation without such prior written approval

14.5 The Foundation may amend the Brand Guidelines at any time and such an amendment to the Brand Guidelines shall be notified to the Client. Any point of practice shall come into operation immediately, however the Client shall have three months to implement any amendment which requires a change to the appearance of the Brand, provided that such a change does not result from any allegation of infringement by a third party in which case any

such amendments shall be implemented within one week of such notification unless otherwise agreed by Foundation in writing.

15. LIABILITY AND INDEMNITY

15.1 Nothing in these Terms and Conditions shall exclude or limit the liability of The Consultant:

- a. For death or personal injury caused by The Consultant's negligence; or
- b. Under section 2(3), Consumer Protection Act 1987; or
- c. For any matter which it would be illegal for The Consultant to exclude or attempt to exclude its liability; or
- d. For fraud or fraudulent misrepresentation.

15.2 Subject to clause 14.1, in no event shall The Consultant be liable to the Client for any increased costs or expenses; for any loss of profits, business, contracts, revenues or anticipated savings; or for any special, indirect or consequential damages, in each case howsoever arising.

15.3 Subject to Clauses 14.1 and 14.2, The Consultant's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of The Consultant's obligations hereunder shall be limited to the Charges paid for the Services. The Consultant maintains Indemnity Insurance, but this shall not affect the extent of the Consultant's liability hereunder.

15.4 The Consultant shall not be liable to the Client if for any reason The Consultant shall have failed to provide the Services in full, provided that The Consultant shall have used its reasonable endeavours to rectify any such failure.

15.5 The Client shall hold The Consultant harmless and keep The Consultant indemnified in full against all direct, indirect or consequential liabilities (all three of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and like loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses) awarded against or incurred or paid by The Consultant as a result of or in connection with any claim made against The Consultant in respect of any liability, loss, damage, injury, cost or expense sustained by any third party to the extent that such liability, loss, damage, injury, cost or expense arises directly or indirectly from the Client's instructions to The Consultant, or from

the Client's fraud, negligence, failure to perform or delay in the performance of any of its obligations hereunder, subject to The Consultant confirming such costs, charges and losses to the Client in writing.

16. BREACH

Either party may terminate this Appointment at any time by notice in writing to the other party such notice to take effect forthwith:

16.1 if the other party is in breach of these Terms and Conditions and, in the case of a breach capable of remedy, the breach is not remedied within 14 days of the other party receiving notice specifying the breach and requiring it to be remedied; or

16.2 if the other party becomes insolvent or if an order is made or a resolution is passed for the winding up of the other party (other than voluntarily for the purpose of solvent amalgamation or reconstruction) or if an administrator, administrative receiver or receiver is appointed in respect of the whole or any part of the other party's assets or business, or if the other party makes any composition with its creditors or takes or suffers any similar or analogous action in consequence of debt.

17. JURISDICTION

These Terms and Conditions shall be interpreted in accordance with English law and the parties submit to the jurisdiction of the English Courts, except that in cases involving issues other than uncontested sums owing, the parties agree to submit any dispute or difference between them arising out of or relating to the performance of the Services to arbitration by a single arbitrator in accordance with and subject to the provisions of the Arbitration Act 1996 or any statutory modification or re-enactment thereof.

ROYAL BOROUGH OF WINDSOR AND MAIDENHEAD

EQUALITY IMPACT ASSESSMENT

EqlA : Title of Windsor Vision

Essential information

Items to be assessed: (please mark 'x')

Strategy		Policy		Plan		Project	X	Service/Procedure	
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Responsible officer	Andrew Durrant	Service area	PLACE	Directorate	PLACE
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Stage 1: EqlA Screening (mandatory)	Date created: 16/03/2022	Stage 2 : Full assessment (if applicable)	
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Approved by Head of Service / Overseeing group/body / Project Sponsor:

"I am satisfied that an equality impact has been undertaken adequately."

Signed by (print): Andrew Durrant

Dated: 21/03/2022

ROYAL BOROUGH OF WINDSOR AND MAIDENHEAD

EQUALITY IMPACT ASSESSMENT

EqlA : Title of Windsor Vision

Guidance notes

What is an EqlA and why do we need to do it?

The Equality Act 2010 places a 'General Duty' on all public bodies to have 'due regard' to:

- Eliminating discrimination, harassment and victimisation and any other conduct prohibited under the Act.
- Advancing equality of opportunity between those with 'protected characteristics' and those without them.
- Fostering good relations between those with 'protected characteristics' and those without them.

EqlAs are a systematic way of taking equal opportunities into consideration when making a decision, and should be conducted when there is a new or reviewed strategy, policy, plan, project, service or procedure in order to determine whether there will likely be a detrimental and/or disproportionate impact on particular groups, including those within the workforce and customer/public groups. All completed EqlA Screenings are required to be publicly available on the council's website once they have been signed off by the relevant Head of Service or Strategic/Policy/Operational Group or Project Sponsor.

What are the "protected characteristics" under the law?

The following are protected characteristics under the Equality Act 2010: age; disability (including physical, learning and mental health conditions); gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; sexual orientation.

What's the process for conducting an EqlA?

The process for conducting an EqlA is set out at the end of this document. In brief, a Screening Assessment should be conducted for every new or reviewed strategy, policy, plan, project, service or procedure and the outcome of the Screening Assessment will indicate whether a Full Assessment should be undertaken.

Openness and transparency

RBWM has a 'Specific Duty' to publish information about people affected by our policies and practices. Your completed assessment should be sent to the Strategy & Performance Team for publication to the RBWM website once it has been signed off by the relevant manager, and/or Strategic, Policy, or Operational Group. If your proposals are being made to Cabinet or any other Committee, please append a copy of your completed Screening or Full Assessment to your report.

Enforcement

Judicial review of an authority can be taken by any person, including the Equality and Human Rights Commission (EHRC) or a group of people, with an interest, in respect of alleged failure to comply with the general equality duty. Only the EHRC can enforce the specific duties. A failure to comply with the specific duties may however be used as evidence of a failure to comply with the general duty.

ROYAL BOROUGH OF WINDSOR AND MAIDENHEAD

EQUALITY IMPACT ASSESSMENT

EqlA : Title of Windsor Vision

Stage 1 : Screening (Mandatory)

1.1 What is the overall aim of your proposed strategy/policy/project etc and what are its key objectives?

The aim of this project is to create a robust vision for the future of Windsor which incorporates the relevant emerging and existing strategies and plans for the area, whilst drawing on the many strengths and assets of the historic town. The focus area for this work includes Windsor town centre and central Windsor riverside locations, set between Eton, Datchet, Old Windsor & Clewer East.

A key objective within this project is to engage collaboratively with key stakeholders and residents via a series of thematic workshops using the Enquiry by Design (EbD) approach. The workshops, supported by a dedicated core team at The Princes Foundation, will enable us to gather important information and explore critical deliverables.

The workshops will be fully inclusive, and we will monitor engagement levels throughout the project to ensure all groups are represented.

1.2 What evidence is available to suggest that your proposal could have an impact on people (including staff and customers) with protected characteristics? Consider each of the protected characteristics in turn and identify whether your proposal is Relevant or Not Relevant to that characteristic. If Relevant, please assess the level of impact as either High / Medium / Low and whether the impact is Positive (i.e. contributes to promoting equality or improving relations within an equality group) or Negative (i.e. could disadvantage them). Please document your evidence for each assessment you make, including a justification of why you may have identified the proposal as “Not Relevant”.

ROYAL BOROUGH OF WINDSOR AND MAIDENHEAD

EQUALITY IMPACT ASSESSMENT

EqlA : Title of Windsor Vision

Protected characteristics	Relevance	Level	Positive/negative	Evidence
Age	Relevant	Low	Positive	<p><i>Key data: The estimated median age of the local population is 42.6yrs [Source: ONS mid-year estimates 2020]. An estimated 20.2% of the local population are aged 0-15, and estimated 61% of the local population are aged 16-64yrs and an estimated 18.9% of the local population are aged 65+yrs. [Source: ONS mid-year estimates 2020, taken from Berkshire Observatory]</i></p> <p>The project and the engagement workshops will be fully inclusive and will give key stakeholders and residents the opportunity to contribute to the future vision of Windsor. We will monitor engagement throughout to ensure all groups are represented. A variety of engagement methods will be used to reach different audiences.</p>
Disability	Relevant	Low	Positive	<p>The project and the engagement workshops will be fully inclusive and will give key stakeholders and residents the opportunity to contribute to the future vision of Windsor. We will monitor engagement throughout to ensure all groups are represented. This project provides an opportunity for improvements to Windsor town centre to make it more accessible.</p>
Gender re-assignment	Relevant	Low	Positive	<p>The project and the engagement workshops will be fully inclusive and will give key stakeholders and residents the opportunity to contribute to the future vision of Windsor. We will monitor engagement throughout to ensure all groups are represented.</p>
Marriage/civil partnership	Relevant	Low	Positive	<p>The project and the engagement workshops will be fully inclusive and will give key stakeholders and residents the opportunity to contribute to the future vision of Windsor. We will monitor engagement throughout to ensure all groups are represented.</p>
Pregnancy and maternity	Relevant	Low	Positive	<p>The project and the engagement workshops will be fully inclusive and will give key stakeholders and residents the opportunity to contribute to the future vision of Windsor. We will monitor engagement throughout to ensure all groups are represented.</p>

ROYAL BOROUGH OF WINDSOR AND MAIDENHEAD

EQUALITY IMPACT ASSESSMENT

EqlA : Title of Windsor Vision

Race	Relevant	Low	Positive	<p><i>Key data: The 2011 Census indicates that 86.1% of the local population is White and 13.9% of the local population is BAME. The borough has a higher Asian/Asian British population (9.6%) than the South East (5.2%) and England (7.8%). The forthcoming 2021 Census data is expected to show a rise in the BAME population. [Source: 2011 Census, taken from Berkshire Observatory]</i></p> <p>The project and the engagement workshops will be fully inclusive and will give key stakeholders and residents the opportunity to contribute to the future vision of Windsor. We will monitor engagement throughout to ensure all groups are represented.</p>
Religion and belief	Relevant	Low	Positive	<p><i>Key data: The 2011 Census indicates that 62.3% of the local population is Christian, 21.7% no religion, 3.9% Muslim, 2% Sikh, 1.8% Hindu, 0.5% Buddhist, 0.4% other religion, and 0.3% Jewish. [Source: 2011 Census, taken from Berkshire Observatory]</i></p> <p>The project and the engagement workshops will be fully inclusive and will give key stakeholders and residents the opportunity to contribute to the future vision of Windsor. We will monitor engagement throughout to ensure all groups are represented.</p>
Sex	Relevant	Low	Positive	<p><i>Key data: In 2020 an estimated 49.6% of the local population is male and 50.4% female. [Source: ONS mid-year estimates 2020, taken from Berkshire Observatory]</i></p> <p>The project and the engagement workshops will be fully inclusive and will give key stakeholders and residents the opportunity to contribute to the future vision of Windsor. We will monitor engagement throughout to ensure all groups are represented.</p>
Sexual orientation	Relevant	Low	Positive	<p>The project and the engagement workshops will be fully inclusive and will give key stakeholders and residents the opportunity to contribute to the future vision of Windsor. We will monitor engagement throughout to ensure all groups are represented.</p>

ROYAL BOROUGH OF WINDSOR AND MAIDENHEAD

EQUALITY IMPACT ASSESSMENT

EqlA : Title of Windsor Vision

Outcome, action and public reporting

Screening Assessment Outcome	Yes / No / Not at this stage	Further Action Required / Action to be taken	Responsible Officer and / or Lead Strategic Group	Timescale for Resolution of negative impact / Delivery of positive impact
Was a significant level of negative impact identified?	No	No		
Does the strategy, policy, plan etc require amendment to have a positive impact?	No	No		

If you answered **yes** to either / both of the questions above a Full Assessment is advisable and so please proceed to Stage 2. If you answered “No” or “Not at this Stage” to either / both of the questions above please consider any next steps that may be taken (e.g. monitor future impacts as part of implementation, re-screen the project at its next delivery milestone etc).

ROYAL BOROUGH OF WINDSOR AND MAIDENHEAD

EQUALITY IMPACT ASSESSMENT

EqlA : Title of Windsor Vision