WETHERBY TOWN COUNCIL

The Town Hall, Market Place, Wetherby, LS22 6NE
Tel : 01937-583584
E-mail : admin@wetherby.co.uk
www.wetherby.co.uk

NEW WEBSITE DEVELOPMENT
INVITATION TO TENDER
APRIL 2024

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Project Title

Wetherby Town Council Website 2024

Purpose

Quotations are invited to provide the service of designing and developing the new website of Wetherby Town Council, hereafter referred to as 'WTC.' The existing website is accessible at the following address: www.wetherby.co.uk

Introduction

Our website needs to be responsive, stable and with a high level of accessibility.

We believe it is time to have a new design and layout, and to have a website that is more in line with current trends, the council's activities and branding.

We have identified the following website as an exemplar local council site:
Ware Town Council – Serving the Local Community

Wetherby - Town Overview

See Appendix 1 for more information.

Wetherby is a market town and civil parish within the City of Leeds metropolitan borough, located in West Yorkshire, England. Its history dates to Roman times when it was an important crossing point on the river Wharfe, known then as "Vadum Dubræ." The name Wetherby itself is believed to have Anglo-Saxon origins, possibly derived from "wether" meaning sheep and "by" meaning settlement, indicating its agricultural roots.

Throughout the medieval period, Wetherby developed as a market town and a centre for trade and commerce due to its strategic location on the Great North Road, which connected London to York. The town's prosperity was further boosted when a bridge was built over the river Wharfe in the 13th century, enhancing its importance as a crossing point and facilitating trade. In the 18th and 19th centuries, Wetherby continued to thrive as a market town, benefiting from its position on major transportation routes. The arrival of the railway in the mid-19th century further bolstered its economic significance, facilitating the transportation of goods and passengers.

Throughout the 20th century, Wetherby evolved into a commuter town, with many residents working in nearby cities such as Leeds, Harrogate, and York. Despite modernisation and urbanisation, the town has retained much of its historic charm and character, with several buildings and landmarks reflecting its rich heritage.

Today, Wetherby is known for its attractive town centre, bustling market, and picturesque surroundings. It remains a popular destination for visitors, offering a blend of history, culture, natural beauty and a vibrant community in the heart of Yorkshire.

Wetherby Town Council traces its origins back to the establishment of parish councils in 1894. Following local government reorganisation in 1972, the council adopted the title of Town Council in 1974. The Town Council has fifteen councillors, elected every four years. The Town council meets once a month on the second Tuesday. The Town Council meetings set policy and take major decisions whilst day to day matters are dealt with by the Town Clerk. The Town council employs a total of seven staff, five full time and two part time with an additional four caretakers as required, in a variety of roles.

The Town council is largely funded by a precept paid by local people through their council tax bills. Some income comes from other Council activities.

Apart from its own responsibilities of managing the historic Thursday market, cemetery, playgrounds, skate and bike parks, show gardens, green spaces, and the Town Hall; the council also directly, or indirectly, supports many local activities and grants to other local groups.

These include the annual bonfire event, the Welcome to Wetherby Christmas window dressing awards, the Jubilee Award (Young Townsperson of the year), Remembrance Sunday commemorations, supporting the annual Christmas Lights switch on, and the Christmas Carol Concert.

Website Requirements

- User friendly, easy to navigate and use.
- New modern theme & design.
- Meet/exceed the Transparency Code for Local Government 2015
- Designed in Wetherby Town Council brand colours.
- Fully responsive on all devices.
- Easy to update.
- Web accessibility & compliance (WCAG 2.1 AA / GDPR).
- Effective signposting and links to Wetherby Town Council and Leeds City Council responsibilities and council services.
- Tourist attractions section.
- What's On Guide and Community Groups.
- More photography focus and allow for video content.
- Business/Shopping Directory.
- Contact forms and submission forms for event information.

Important Considerations

See Appendix 2 for more information.

The council needs to offer a modern, redesigned website that reflects its key role and contribution to the town and builds upon the already established branding of its core activities. A cohesive website is required to inform the users of the council's statutory requirements, promote the town to visitors, enhance the business offering of the town, and offer an effective guide of the town's events, both internal and external.

The idea is to have a lot of space for videos and visuals, to increase the clarity and readability of the main topics. The webpages and menus must be as simple as possible.

The website must be 100% responsive on desktop as well as laptops, tablets, smartphones.

We would need a flexible and stable CMS allowing us to easily upload large files and PDF documents up to one hundred (100) pages easily, add/remove/modify content, as well as editing of the website (pages, sections, menus, header and footer creation for instance). An option for the general public to upload event flyers for approval would also be ideal.
WTC's social media channels should be given visible space (Facebook, Instagram and YouTube).

Hosting of the website should be fast and reliable, as well as offering good ongoing technical support and maintenance.

Scope of Work

The selected supplier will be responsible for the following tasks:

1. **Website Design**: Design and development of a modern, user-friendly website layout that aligns with the organisation's branding guidelines. (See appendix 2).

2. **Development:** Developing the website using appropriate technologies (e.g., HTML5, CSS3, JavaScript, etc.) to ensure responsiveness and compatibility across devices. The secure website will be www.wetherbytowncouncil.gov.uk

3. **Domain name:** Set up and register WetherbyTownCouncil.gov.uk domain name under the ownership of WTC.

4. **Redirection:** Propose and implement a method of redirection from the existing website to the new website.

5. **Retain the existing ownership of Wetherby.co.uk for WTC**

6. **Migration:** Ensure the existing content from Home - Wetherby Town Council is transferred to the new website as a template/working platform.

7. **Content Management System (CMS):** Implementing a robust CMS (e.g., WordPress, Joomla, etc.) for easy content management by non-technical users.

8. **Functionality:** Integrating necessary features and functionalities, including but not limited to:
   - Contact forms and links.
   - Online booking & payment feature for events.
   - Survey facility with WP forms.
   - Social media integration.
   - Newsletter signup.
   - Image and video galleries.

Additional:

- Regular back-ups
- Enhanced maintenance support with monitoring and support phone line.
- Automated compliance maintenance scans.
- Plug-in updates.
- Cross-device and cross-browser compatibility.
- Security updates.
- Page speed performance.

9. **SEO Optimisation:** Implementing basic on-page SEO best practices to ensure the website is search engine friendly.

10. **Testing:** Conducting thorough testing across various browsers and devices to identify and fix any issues.

11. **Training:** Providing training sessions for the organisation's staff on how to use the CMS effectively for content management. Upon completion of the design and build there will be a requirement to train members of the team in the use of the website and also provide a support service for a period of three months to ensure any issues are dealt with efficiently. The staff will be responsible for ensuring content is up to date and relevant on the Wetherby Town Council website. It is a requirement however, that any CMS put forward under this tender opportunity be easy to manage and navigate.

12. **Maintenance:** Offering ongoing maintenance and support services post-launch, including security updates and bug fixes.

Timeline

- Deadline for Submission of Proposals: 31/05/24
- Selection of Supplier: 14/06/24
- Project Kick-off: ASAP after selection, but deadline 15/07/24
- Deadline for Website Launch: 01/10/24

Tasks

Task 1
First introductory briefing meeting (via Teams) with WTC representatives for strategy and site map, April 2024, if required.

Meet WTC representatives in person or via a video call, to understand the project's briefing and the direction of concepts desired by WTC. Establish sitemap and screen blueprints (wireframe) following that meeting.

Task 2
Submit tender proposal by 31/05/24.

Submit the proposal for the website with at least two different graphic templates and visual identity with examples of homepage and content pages, based on the wireframe.

Tenders should be broken down into the following three (3) sections:

Design and implementation cost:
To cover all aspects of the design including snagging, implementation and staff training.

Hosting costs:
Wetherby Town Council requires pricing under separate cover for 3 years of dedicated hosting for the website. The website and content must be held and hosted within the UK or Europe. We will require a Service Level Agreement (SLA) provided by the supplier, with 99% network uptime, and require assurances around meeting response times associated with service-related incidents.

The first-year hosting to commence on 'go live' of the website.

IT Support:
Within this commission we are seeking 3 years of IT support:
1. UK business hours support
2. Software and security updates
3. Regular backups of website
4. Accessibility checks to ensure compliance
5. UK based support

We require the pricing for the three (3) years of IT support under separate cover.

Task 3
Start of the project process 01/07/24.

Coordinate with WTC representatives on the technical development of the website to ensure on-time delivery and coherence with WTC's requests. Multiple corrections and adjustments should be possible during the technical process, and website in progress should be visible on a temporary web address (for instance).

Task 4
Place content on the new website in coordination with WTC representatives.

Task 5
Deliver the new website, stable and ready to be run.

The project will not be deemed complete until all snagging issues are resolved. Payment may be withheld until all work is completed and satisfactory.

Website deadline launch: by 1st October 2024.

Budget

The budget for this project is seven thousand, five hundred UK pounds (£7,500). Suppliers are expected to provide detailed cost breakdowns in their proposals showing detailed annual support costs as a separate item.

Evaluation

Evaluation Criteria

Proposals will be evaluated based on the following criteria:

- Experience and expertise in website design and development for councils.
- Portfolio of past projects, especially those similar in scope and complexity.
- Proposed approach and methodology.
- Cost-effectiveness/economic value.
- Inclusivity/accessibility proposals.
- Design suitability.
- References and client testimonials. A list of references - Quality of the technical and professional capacity proposed by the tenderer in terms of website creation. The tenderer is requested to provide at least three examples of websites done for other clients that are similar to WTC ’s request.

Evaluation Scoring System

A standard 0–5-point scoring system will be used to assist in the decision-making process and is detailed below:

0 Unacceptable: Non-compliant/deficient for the criteria used.
1 Poor: Limited response which is lacking sufficient detail or is inaccurate.
2 Below expectations: Minimal achievement of requirements with weaknesses or omissions.
3 Adequate: Reasonable achievement of requirements with weaknesses or omissions (which would be difficult to overcome).
4 Good: Comprehensive response, detailed and relevant with no inconsistencies.
5 Excellent: Exceptional submission, demonstrating high ability, understanding, and experience to deliver the project to a high standard.

Submission Instructions

Interested suppliers should submit their proposals via email to tender@wetherby.co.uk no later than 13:00hrs on 31/05/24.

Proposals should include the following:

- Company profile and credentials.
- Proposed approach and methodology.
- Detailed cost breakdown of the website design and implementation, and under separate cover detailed costs of hosting and support based on 1 year and 3 years.
- Portfolio of past projects.
- References and client testimonials.

Contact Information

For enquiries or clarifications regarding this tender please contact Helena Briden at admin@wetherby.co.uk or telephone 01937 583584.

Exclusion Criteria

Candidates or tenderers shall be excluded from participation in this procurement procedure if:

1. They are bankrupt or being wound up, are having their affairs administered by the courts, have entered into an arrangement with creditors, have suspended business activities, are the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;

2. they have been convicted of an offence concerning their professional conduct by a judgment which has the force of res judicata;

3. they have been guilty of grave professional misconduct proven by any means which the WTC can justify;

4. they have not fulfilled obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the country in which they are Call for Tender: WTC website established or with those of the country of the WTC or those of the country where the contract is to be performed;

5. they have been the subject of a judgment which has the force of res judicata for fraud, corruption, involvement in a criminal organisation or any other illegal activity detrimental to the WTC's financial interests;

6. following another procurement procedure or grant award procedure financed by the WTC's budget, they have been declared to be in serious breach of contract for failure to comply with their contractual obligations;

7. they are employed by, or have any affiliation to the town council, town council employees or Councillors of WTC.

Disclaimer

WTC reserves the right to conduct the tender process and select the successful tender.

WTC is not bound contractually or in any way to a bidder to this request for tender until WTC and the successful winner have entered into a written contract.

WTC reserves the right to accept or reject any proposal and to annul the tender process at any time without any liability or obligation for such acceptance, rejection, or annulment.

The Town Council's decision is final and will reflect the offer that best meets all the specifications and public expectations.

All applicants will receive acknowledgement of receipt of their tender and will be informed of the outcomes of the selection process within two (2) weeks following the deadline date.
In delivering the service the tenderer shall ensure the highest quality standards of which WTC shall be the sole judge.

Participation in this tendering procedure is open on equal terms to all natural and legal persons fulfilling the abovementioned eligibility criteria and language requirements.

WTC may, in its discretion, extend the closing date and time of the tender.

Costs incurred in preparing and submitting tenders are borne by the tenderers and cannot be reimbursed.

Appendix 1 - The History of Wetherby

Wetherby is a historic market town and civil parish in the City of Leeds metropolitan borough in West Yorkshire, England. Its history dates back over a thousand years, with evidence of human habitation in the area since ancient times.

Early Settlement: The area around Wetherby has been inhabited since prehistoric times, with evidence of Neolithic, Bronze Age, and Iron Age settlements discovered in the vicinity.

Roman Era
During the Roman occupation of Britain, a Roman settlement named "Voderm" is believed to have existed near Wetherby, although the exact location is uncertain. Roman artifacts, including coins and pottery, have been found in the area.

Medieval Period
Wetherby's recorded history begins in the 12th century when a market was established in the town. In 1218, a charter was granted to hold a market and a fair, which helped Wetherby thrive as a market town. This charter allowed for the establishment of a market in Wetherby, giving the town the legal right to hold regular markets. Additionally, the charter permitted the holding of an annual fair.

Market charters were granted by monarchs or lords to towns and villages across medieval England as a way to stimulate economic activity, promote trade, and encourage settlement growth. They were highly prized privileges and played a crucial role in the development of local economies.

The town's strategic location on the river Wharfe also made it an important crossing point and trading centre.

The market charter of Wetherby laid the foundation for its development as a thriving market town, and markets continued to be held regularly in the town throughout the centuries.

Today, while the nature of trade and commerce has evolved, Wetherby's market tradition persists, with regular market days still being observed, albeit in a more modern context.

Wetherby Bridge
The construction of Wetherby Bridge over the River Wharfe in the 13th century further facilitated trade and travel in the region. The bridge played a significant role in the town's development and remains a prominent landmark to this day.

Civil War
During the English Civil War in the 17th century, Wetherby was strategically important due to its location between the Royalist stronghold of York and the Parliamentarian stronghold of Leeds. The town saw military action, including skirmishes and troop movements.

Industrial Revolution
With the advent of the Industrial Revolution, Wetherby experienced further growth and development. Industries such as textiles, brewing, and agriculture thrived in the area, contributing to the local economy.

Transportation
Wetherby's position on important road and river routes made it a key transportation hub. The construction of turnpike roads and the arrival of the railway in the 19th century further enhanced its connectivity and accessibility.

Modern Era
In the 20th century, Wetherby continued to evolve as a market town, serving the surrounding agricultural community while also becoming a commuter town for nearby cities such as Leeds and York. Urban development and infrastructure improvements have transformed the town into a thriving commercial and residential centre.

Appendix 2 - Core Activities and Branding

Information is given below summarising the four facets of WTC.

Each has its own logo, using the three main colours which make up the council's branding image:

These corporate colours should be used as the basis of the colour scheme for the new website.
WETHERBY LOGO_PANTONE REFERENCES.pdf

Wetherby Town Council
Fulfils the statutory responsibilities and requirements of a local council.
Facebook @wetherbycouncil
CREST LOGO_NEW COLOURS.pdf

Welcome to Wetherby
Promotes the town to residents and visitors.
Facebook @welcometowetherby

Town Hall
A community facility with rooms to hire in the heart of Wetherby.
Facebook @wetherbytownhall

Markets
Provides predominantly the historical weekly Thursday market, but also provides the umbrella brand for artisan, indoor and themed markets in or outside the Town Hall.
Facebook @wetherbymarkets

Appendix 3 - Terms & Conditions

1. FORCE MAJEURE

1.1 Neither party shall be liable for failure to perform its obligations under the contract if such failure results from Force Majeure.

1.2 If the council or the delivery location is affected by circumstance of Force Majeure, the council shall be entitled to, totally or partially, suspend the date or dates for delivery of the services until the circumstances of the Force Majeure have ceased. The suspension shall not give rise to any claim by the supplier against the council nor entitle the supplier to terminate the contract.

1.3 Industrial action by, or illness or shortage of the supplier's employees, agents or subcontractors, failure or delay by any of the supplier's contractors to supply goods, components, services or materials and breach of the supplier's warranties under clause B6 shall not be regarded as an event of Force Majeure.

1.4 If the event of Force Majeure continues for more than two (2) months either party may give written notice to the other to terminate the contract immediately or on a set termination date.

1.5 If the contract is terminated in accordance with clause 1.4 (above) neither party will have any liability to the other except that any rights and liabilities which accrued prior to termination will continue to exist.

2. COSTS AND EXPENSES

Each of the parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this contract.

3. PRICE AND PAYMENT

The council shall pay the Price for the Services to the supplier.

The contractor shall submit a single VAT invoice to the council no later than seven (7) days after the end of each calendar month detailing the services provided during the calendar month and the amount payable.

Payment of any undisputed invoice will be made following the receipt of the invoice, and no later than thirty (30) days after approval at the following, monthly, full council meeting. The council reserves the right to withhold payment of the relevant part of the price without payment of interest where the supplier has either failed to provide the services at all or has provided the services inadequately and any invoice relating to such services will not be paid unless or until the services have been performed to the council's satisfaction.

4. PERFORMANCE

The Services shall be provided in accordance with the stated time frame.
The time of the delivery of the services is of essence to the contract.

The council will have the right to observe the supplier's performance of the services if the services are not being performed on the council's premises.

If the supplier at any time becomes aware of any act or omission, or proposed act or omission by the council which prevents or hinders or may prevent or hinder the supplier from performing the services in accordance with the contract, the supplier shall inform the council and the council may, at its absolute discretion, extend the period of the contract accordingly.

If the supplier at any time becomes aware of any material matter that could affect the performance of the services in accordance with the contract, the supplier shall inform the council immediately.

If the supplier has a change in control, the supplier shall inform the council as soon as reasonably practicable.

5. WARRANTY

The supplier warrants to the council that the services will be provided:

5.1 in a proper, skilful and efficient manner;

5.2 by a sufficient number of appropriately qualified, trained and experienced personnel with a high standard of skill, care and due diligence and in accordance with good Industry Practice;

5.3 in accordance with the contract and any descriptions provided by the supplier;

5.4 to the reasonable satisfaction of the Authorised Officer;

5.5 by Key Personnel (if any) who shall not be released from providing the services permanently without the agreement of the council, except by reason of sickness, maternity leave, paternity leave, termination of employment or because they have been requested to do so by the council, or the element of the services in respect of which the individual was engaged has been completed to the council's satisfaction or other extenuating circumstances explained to the council. Any replacements for the Key Personnel shall be subject to the agreement of the council and such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the services. The cost of effecting such replacement shall be borne by the supplier; and

5.6 in a way that the supplier takes every reasonable precaution to safeguard the council's property entrusted to the care of the supplier. The supplier warrants to the council that to the extent that any goods, equipment or consumables are provided as part of the services they will:

5.7 be free from defects in design, material and workmanship; and

5.8 be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.

5.9 Without prejudice to the council's rights to terminate under clause 10 (Termination), if any of the services supplied are not in accordance with the contract, the council shall be entitled to:

5.9.1 require the supplier to provide replacement services in accordance with the contract as soon as reasonably practicable and in any event within fourteen (14) days of a request to do so; or

5.9.2 subject to clause 12 (Indemnity and Liability) require repayment of the proportion of the price which has been paid in respect of such services together with payment of any additional expenditure over and above the price reasonably incurred by the council in obtaining replacement services.

6. DATA PROTECTION AND GDPR

The supplier shall (and shall procure that any of its employees involved in the provision of the services) comply with any requirements under Data Protection Legislation.

7. LIABILITY FOR LOSS OF DATA BREACH

Without prejudice to the general indemnity in clause 12, the supplier shall indemnify the council in full without limit of liability against all liabilities awarded against or incurred by the council (including legal expenses on an indemnity basis) arising from the supplier's negligence, or any act or omission of the supplier in delivering the services and handling Personal Data in accordance with Data Protection Legislation and compliance with the provisions of these clauses.

8. CONFIDENTIALITY AND PUBLICITY

Any documents provided by the council and information which the supplier may acquire as a result of the contract shall to the extent that they are not in the public domain or required to be disclosed by operation of Law remain confidential to the council and shall not be disclosed disposed of or used for any purpose without prior written consent from the council.

All confidential Information provided by the council to the supplier shall be returned to the council at the end of the contract.

Without prejudice to the council's obligations under the FOIA or EIR, neither party shall make any press announcements or publicise the contract or any part thereof in any way, except with the written consent of the other party (such consent not to be unreasonably withheld or delayed).

Both parties shall take all reasonable steps to ensure the observance of the provisions of this clause by all of their servants, employees, sub-contractors, agents, professional advisors and consultants.

9. FREEDOM OF INFORMATION

The council is subject to the FOIA and the EIR ("the Acts"). As part of the council's duties under the Acts, it may be required to disclose information forming part of the contract to anyone who makes a reasonable request. The council has absolute discretion to apply or not to apply any exemptions under the Acts.

The supplier shall assist and cooperate with the council (at the supplier's expense) to enable the council to comply with the information disclosure requirements under the Acts and in so doing will comply with any timescale notified to it by the council.

10. TERMINATION AND CONSEQUENCES OF TERMINATION

Subject to the provisions of clause 1 (Force Majeure) the council may terminate the contract with immediate effect by notice in writing to the supplier on or at any time if:

10.1 the supplier becomes bankrupt, insolvent, makes any composition with its creditors, has a deputy or equivalent appointed under the Mental Capacity Act 2005 or dies; or

10.2 the supplier is convicted of a criminal offence; or

10.3 the supplier ceases or threatens to cease to carry on its business; or

10.4 the supplier has a change in control which the council believes will have a substantial impact on the performance of the contract; or

10.5 there is a risk or a genuine belief that reputational damage to the council will occur as a result of the contract continuing; or

10.6 the supplier is in breach of any of its obligations under this contract that is capable of remedy, and which has not been remedied to the satisfaction of the council within 14 days, or such other reasonable period as may be specified by the council after issue of a written notice specifying the breach and requesting it to be remedied; or

10.7 there is a material or substantial breach by the supplier of any of its obligations under this contract which is incapable of remedy; or

10.8 the supplier commits persistent minor breaches of this contract whether remedied or not.

The council reserves the right to terminate the contract in part in the case of termination under clauses 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7 and 10.8.

The council reserves the right to terminate the contract at will, in whole or in part, at any time with or without notice except that it will give as much notice as possible in the circumstances.

11. CONSEQUENCES OF TERMINATION

If this contract is terminated in whole or in part the council shall:

be liable to pay to the supplier only such elements of the price, if any, that have properly accrued in accordance with the contract or the affected part of the contract up to the time of the termination; and/or

except for termination under clause 10.4, be entitled to deduct from any sum or sums which would have been due from the council to the supplier under this contract or any other contract and to recover the same from the supplier as a debt any sum in respect of any loss or damage to the council resulting from or arising out of the termination of this contract. Such loss or damage shall include the reasonable cost to the council of the time spent by its officers in terminating the contract and in making alternative arrangements for the supply of the services or any parts of them; and/or

where termination arises under clause 10.4, pay to the supplier any reasonable, direct and quantifiable costs reasonably incurred by the supplier due to early termination subject to the maximum liability provision in clause 12.4; and/or

in the event that any sum of money owed by the supplier to the council (the supplier's debt) exceeds any sum of money owed by the council to the supplier (the council's debt) under this contract then the council shall, at its sole discretion, be entitled to deduct the supplier's debt from any future council's debt or to recover the contractor's debt as a civil debt.

Upon the termination of the contract for any reason, subject as otherwise provided in this contract and to any rights or obligations which have accrued prior to termination, neither party shall have any further obligation to the other under the contract.

12. INDEMNITY AND LIABILITY

Neither party seeks to exclude or limit its liability for:

12.1 death or personal injury caused by its negligence (but will not be liable for death or personal injury caused by the other party's negligence);

12.2 fraudulent misrepresentation; or any other matter in respect of which, as a matter of Law, liability cannot be excluded or limited.

12.3 Except as specifically provided, neither party shall in any event be liable to the other for any indirect or consequential loss (including loss of profit, loss of business opportunity, loss of business, loss of goodwill, loss of production and pure economic loss) however caused.

12.4 Subject to 12.2 the supplier shall indemnify the council in full without limit of liability for any direct loss of or damage to the real or personal property of the council or any third party, including Intellectual Property Rights, or injury claimed by any third party and against all Liabilities awarded against or incurred by the council (including legal expenses on an indemnity basis) arising from the supplier's negligence, any defect or fault in the services or any act or omission of the supplier in delivering the services.

Subject to clauses 12.1 and 12.2, the council's liability to the supplier under the contract whether in contract, tort (including negligence) or otherwise shall be limited to 125% of the proportion of the price which is paid and payable at the time that the liability arises.