

# Contrasting Lives: Art Commission

Witley Court, Worcester Road, Great Witley, Worcestershire WR6 6JT

## ARTIST BRIEF

Commissioner:	English Heritage
Date:	03 February 2022
Version	10
Status	FINAL

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The eastern parterre gardens and ruins of Witley Court, Worcestershire

## I. Introduction

This site specific creative commission is associated with the spectacular Italianate former country house Witley Court and gardens in Worcestershire, a Scheduled Monument and Grade I listed building. Now in the care of English Heritage, Witley Court was developed considerably by the Foley family in the 17<sup>th</sup> century but was expanded significantly in the early 19<sup>th</sup> century by the architect John Nash for owners the Ward family. In its late Victorian heyday Witley Court was staffed by more than 100 servants and hosted lavish parties with guests including the Prince of Wales.

Besides the buildings, the site is notable for its spectacular Perseus and Andromeda fountain, formal gardens (laid out in the 1850s by leading landscape designer William Andrews Nesfield) woodland walks and wilderness play area. The house fell into decline after the First World War and following a fire in 1937 the grand buildings

suffered significant damage. After a period of dereliction, in 1972 it was taken into compulsory guardianship by the state. English Heritage has overseen the stabilisation of the shell of the building, and partial restoration of the gardens and landscape.

This creative commission forms part of a wider interpretation project at Witley Court aimed at inspiring visitors to enjoy all aspects of the house, gardens and landscape and telling a broader history of the site and the people connected with it. This wider project, launching February half term in 2023, will include the research and production of new interpretation panels, a new audio tour, a landscape family trail, redecoration of the education room and the development of a Teachers' Kit for education visits.

English Heritage is seeking to commission an artist or artist collective to create a new artwork or artworks that responds to the history of Witley Court and its former inhabitants and workforce. The exact nature of the commission is to be defined by the artist during their initial site research and findings.

The project is funded by English Heritage as part of our new national Creative Programme, which will engage contemporary artists and other creative practitioners to make new work responding to sites managed by English Heritage.

## 2. Background information

### **About English Heritage**

English Heritage is a charity, established on 1 April 2015, to preserve the places where the story of England was forged and where it can be re-told. These stories are an indispensable context for citizenship; a hugely valuable national economic asset and an infinitely renewable source of inspiration for the imagination.

The charity cares for over 400 historic monuments, buildings and sites in England – from world famous prehistoric sites to grand medieval castles, from Roman forts – on the edges of empire to Cold War bunkers. Highlights of the collection include Stonehenge, Dover Castle, Whitby Abbey, Osborne House and Hadrian's Wall. Through these sites, we bring the story of England to life for over 10 million visitors each year.

We protect an internationally-important collection of historic sites and artefacts which span six millennia, from the ancient past to the present day and include palaces, houses, hill figures, castles, abbeys, industrial sites, and even deserted medieval villages. Caring for these places and their collections for the benefit of this and future generations is a cornerstone of everything we do.

[www.english-heritage.org.uk](http://www.english-heritage.org.uk)

Registered charity no. 1140351

## **English Heritage's Creative Programme**

The Creative Programme is English Heritage's national strand of arts programming, engaging with the National Heritage Collection. Each year, the Creative Programme will produce regional, national and international artistic commissions and interventions, ranging from contemporary visual art to music, digital/multi-media, performance, literature, dance, design and other creative artforms.

The programme will draw inspiration from English Heritage's iconic sites and hidden gems to demonstrate the continued relevance of heritage in the 21<sup>st</sup> century and to provide a platform through which to engage artists, creatives and cultural innovators.

Through these unique creative opportunities, the Creative Programme will attract visitors, increase visitor engagement and strengthen our community relationships. It provides the opportunity to be a world leader in arts and culture, bringing heritage to life.

## **Contemporary Programme Aims & Objectives**

English Heritage's Creative Programme will:

- Produce outstanding artistic commissions, interventions and projects that draw inspiration from our iconic sites and collections, and imaginatively engage with England's histories.
- Creatively broaden our responses to history by employing contemporary visual art, music, theatre, literature, dance, digital/multimedia and other creative art forms to bring England's stories to life whilst retaining historical authenticity.
- Seek opportunities to make new and relevant partnerships; to work collaboratively and to ensure relevancy and inclusivity that reflects England's diversity and better understand the perspectives of others.
- Broadening the English Heritage offer by attracting different visitors and promoting repeat visits.
- Spearhead artistic explorations of culture and heritage, and establish English Heritage as a competitor in creative commissioning in the sector by 2030.



## Site location and context



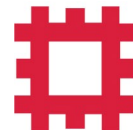
Location of Witley Court (Courtesy of Google Maps)

Witley Court and gardens is a 23.8 hectare site located approximately 10 miles north west of the cathedral city of Worcester in the West Midlands. The nearest settlement to Witley Court is the village of Great Witley in the Malvern Hills, which has a population of around 560 people (based on the 2011 census data).

## Landscape and biodiversity context

Witley Court is a managed landscape that in its Victorian heyday required the employment of 24 gardeners. From its early days in the 17<sup>th</sup> century it is thought to have been laid out with formal gardens, together with a deer park and parkland. The most dramatic transformation of the setting of Witley Court came between 1854 and 1860 when the first Earl of Dudley commissioned the leading garden designer of his generation, William Andrews Nesfield (1794-1881) to design formal gardens that would complement the Italianate remodelling of the mansion.

Nesfield's formal landscape at Witley has been restored by English Heritage with geometric layouts to the East and West of the mansion each centred on a dramatic water feature. The formal 19<sup>th</sup> century landscape is separated from the older informal landscape by a series of large lakes. The largest lake, the Front Pool, was created by damming Shrawley Brook shortly before 1733. A section of the Wilderness was restored in 2001 by landscape architects Colvin & Moggridge as part of a national competition Contemporary Heritage Gardens. This contemporary Wilderness was designed with winding paths and tree planting with the intention of this being a garden area for sculpture, initially in conjunction with the Jerwood Foundation. In 2012 this area was enhanced with the establishment of wildflower meadows and an informal seating area, picnic benches and wooden play areas designed by Studio Hardie and installed in 2012.



In terms of flora, Witley is home to some extremely unusual Regency and early Victorian rhododendron hybrids, some of which no longer exist elsewhere. The Wilderness Dell has many fine trees, early introductions to the UK from the mid 19<sup>th</sup> century. The woodland, meadow and water habitats at Witley are important for a range of wildlife including Dormice and a rare cave spider.

The former site of the Golden Gates (now in Arizona, but installed at Witley in 1862) at the south western end of the site beyond the southern parterre and the Perseus and Andromeda fountain were originally intended by the garden designer Nesfield to be a belvedere, or viewing platform. The land beyond the former location of the gates was once grazed parkland part of the Witley estate but is now owned privately and managed for arable agriculture.

### **Historic context**

Witley Court was created by three families who owned it in succession: the Russells (1498-1654), the Foleys (1654-1837) and the Wards (1837-1920). The new interpretation being produced by English Heritage will explore this social history in more detail, setting Witley Court and its evolution in context. Detailed research information will be available to the appointed artist.

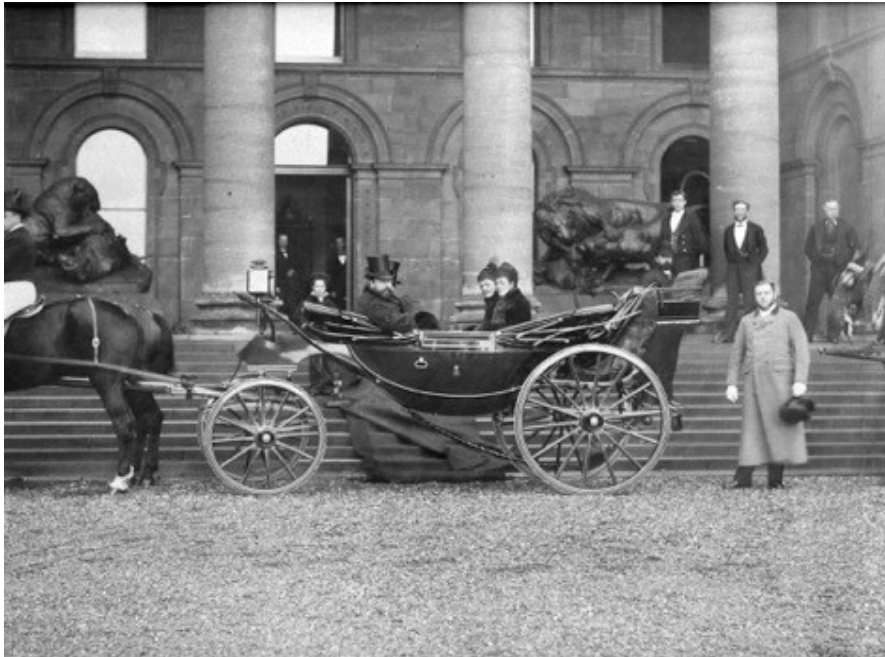
The Contrasting Lives in the title of the art commission could take inspiration from one or more areas of Witley's history:

- The industries that made the Ward family rich and the lives of the thousands of workers who facilitated this.
- The plantations in Jamaica owned by the Ward family during and after the period of the transatlantic slave trade.
- The hundreds of servants who worked for the Ward family at Witley Court.

At the time they owned Witley Court, the 1st and 2nd Earls of Dudley (the Ward family) were among the richest individuals in Victorian England. Their wealth was based on West Midlands industry and the technical innovations of the Industrial Revolution (such as the development of blast furnaces for iron production), but they were also large landowners, owning 25,000 acres in England and Wales. The Wards entertained royalty and high society at Witley, which was designed to house large house parties, with shooting parties held on a huge scale for visitors including the Prince of Wales.

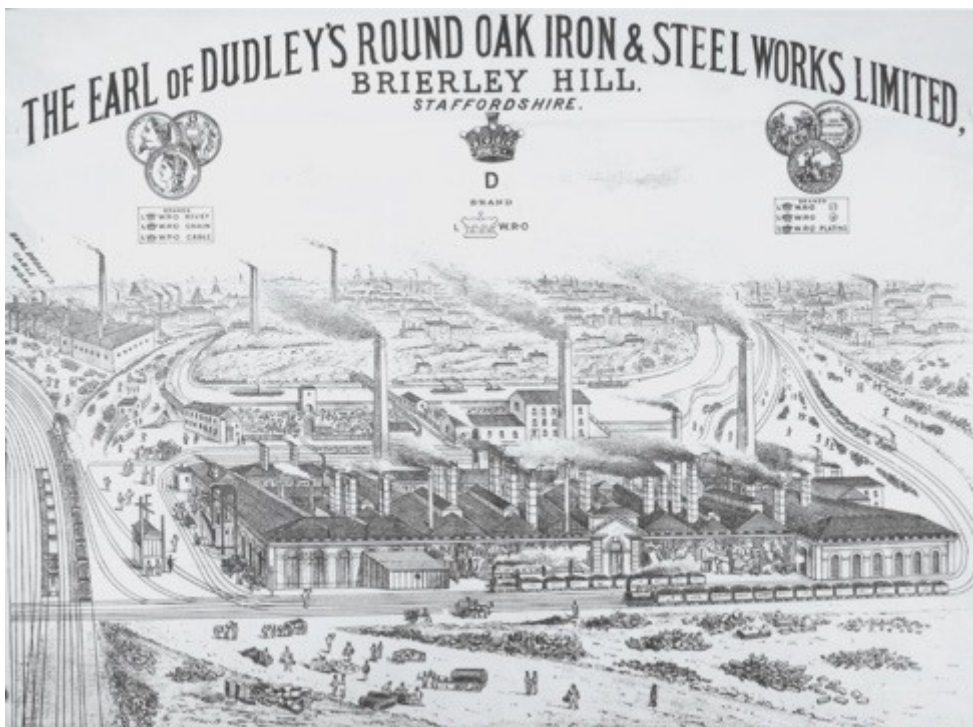
The Ward/Dudley family also inherited four fertile plantations in Jamaica through the marriage of John Ward to Mary Carver in 1773, including sugar plantations. Other crops included coffee, bananas, cocoa and rum (derived from the sugar cane). When slavery in the British Empire was ended in 1838, the Ward trustees received compensation for 665 enslaved people on their estates.





The prince of Wales and the earl and countess of Dudley in front of the north portico, December 1884, with servants in attendance. © Museum of Royal Worcester

The Dudley's wealth was mostly generated by the labour of thousands of people who worked in the coal-mines, canals, railway, and ironworks on their estates, in particular the Round Oak Ironworks, established in the 1850s. The family owned more than 200 mines in the Black Country, from which were extracted coal, iron, limestone and fireclay. The Dudleys also owned iron-smelting works, chemical factories and a railway construction business. These huge enterprises continued to support the family well



The earl of Dudley's Round Oak Iron and Steel Works at Brierley Hill, as shown in an engraved advertisement of between 1890 and 1894. The earls of Dudley owned Witley Court from 1837. © Dudley Archives and Local History Centre

into the 20th century. The Dudley family's opulent lifestyle was carried on the labour of an army of servants, whose identities and lives have yet to be properly understood: the house's basement and service wings retain the evidence of how a great Victorian household functioned.



This photograph of 1898 shows a full complement of men employed at one of Lord Dudley's forges – from young apprentices to office clerks and furnacemen. © Dudley Archives and Local History Centre

### **Witley Court today**

In recent years Witley Court and Gardens has received around 70,000 paying visitors annually. Work is ongoing to further restore the landscape, buildings and update interpretation materials about the site and its history based on recent research.

Today the site, beyond the historic buildings, gardens and woodlands, comprises a visitor centre building with a shop, and a car park together with play areas designed by Studio Hardie (installed 2012) in the 'wilderness' area, close to the visitor centre. The sculptural and architectural forms of the wooden play areas are derived from natural forms found within the wilderness area including seedpods, trees and wildlife. The designs aim to encourage children to develop their own games and play ideas, encouraging exploration and learning from the wilderness space. Other structures on the site include a rustic boathouse (repaired in 1999), a stone and brick underground boathouse (used as a punt-house) and a footbridge crossing Shrawley Brook (repaired in 1999).

There are walking routes across the whole site around the perimeter of the Front Pool, throughout the wilderness and woodland areas, and in the formal gardens laid around the House. Visitors can access the interior of the House via steps but it is not currently fully accessible.

Witley Court is adjacent to Great Witley Church and the Garden Tearooms, a café in a walled garden in the grounds of Witley Court (neither venue is managed by English Heritage).



A visualisation of the site taken from the visitor guide

## Cultural context

English Heritage has a history of engaging contemporary artists and designers with their sites that dates back to the 1990s with a programme of temporary indoor and outdoor installations at Belsay Hall in Northumberland. Belsay has most recently hosted a sound-based work by Susan Philipsz, *The Yellow Wallpaper* (2018). Other artists' work shown at English Heritage sites has included Jeremy Deller's *Sacrilege* shown at Stonehenge in 2018; Theaster Gates' *Sanctum*, a structure installed in the bombed out remains of Temple Church in Bristol in 2015; Linda Brothwell's exhibition *Conversations in Making* shown at Stonehenge Visitor Centre in 2019 and Tim Etchells' neon text-based artwork *Wait here (Double Line)* shown at Berwick Barracks in 2021. English Heritage is currently developing a national Creative Programme strategy that will set out a coordinated approach for commissioning across its sites.

At Witley, Meadow Arts (an organisation based in Hay-on-Wye, Herefordshire) programmed the exhibition 'In Ruins', featuring artworks by contemporary artists sited in the grounds of Witley Court in 2019 <https://www.meadowarts.org/exhibitions/in-ruins>. The project was produced in partnership with English Heritage and funded by Arts Council England. Artists included Alex Hartley, Holly Hendry, Tim Etchells, Matthew Darbyshire and Jack Evans.

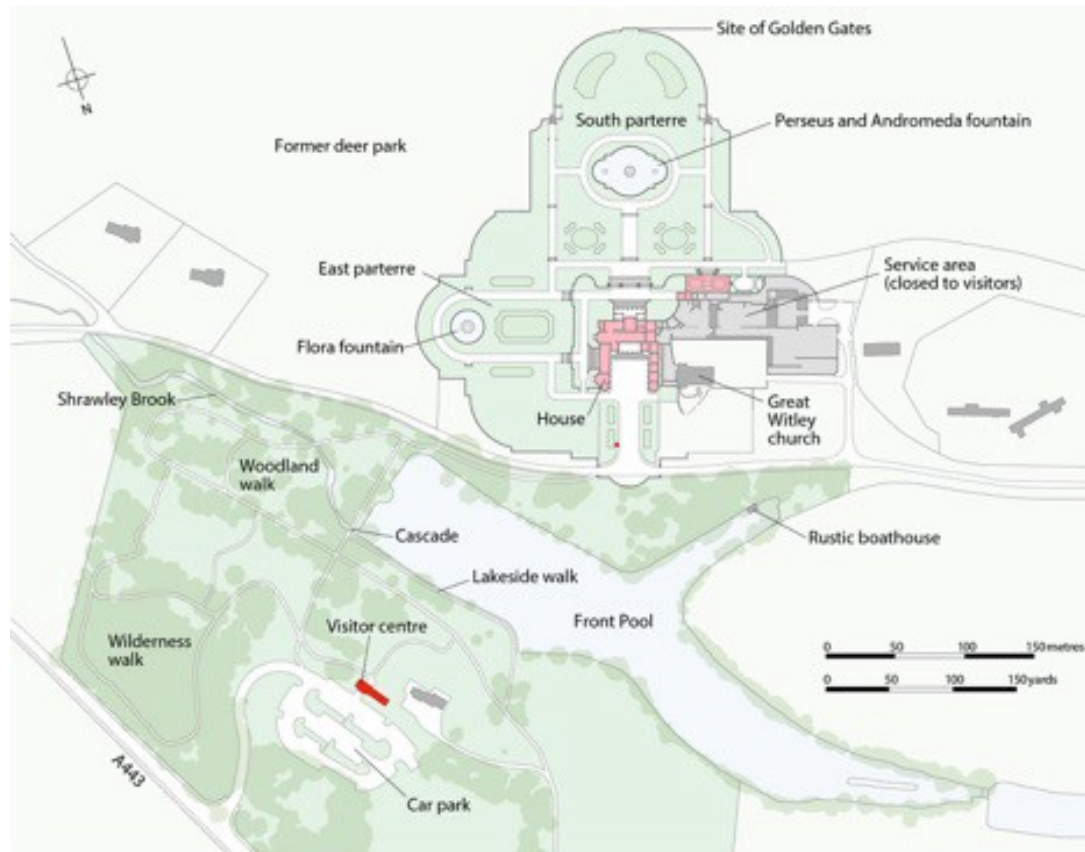
Immediately adjacent to Witley Court, Great Witley Church is a Baroque building and active live church that is open to the public. It hosts services as well as regular concerts.

The nearby University of Worcestershire (based in Worcester) has several undergraduate arts courses, and also based in Worcester is Severn Arts (<https://www.severnarts.org.uk>) a charitable arts company formed in 2018 with a focus



on inclusive music and arts provision across Worcestershire, particularly for children and young people. They deliver festivals and lead Worcestershire's Music Education hub.

## Site layout



A map showing the current extent of the gardens and walks at Witley Court. © Historic England

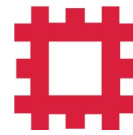
## 3. Project aims

The aim of this project is to create a new site specific artwork or series of artworks that responds to the history of Witley Court, and in particular the contrasting lives of those who have been connected with it. The designs will evolve from the artist's initial site specific research and development. The resulting commission will engage visitors, encouraging them to explore the natural landscape of Witley Court and learn about the stories of its former occupants, including the owners and staff. The artist will create opportunities for public engagement with local stakeholders during the concept design development stage. Support will be made available to the artist by the team at English Heritage, particularly around the provision of historical information. There is potential for further support on community engagement, particularly in educational settings through English Heritage's Education team, and also through the engagement activities of the wider Interpretation Plan (a series of Sharing Days are planned.)

**Specific aims for this project are to:**

- Create a new, ambitious and unique artwork or series of artworks inspired by the history of Witley Court and its inhabitants, to be sited in the grounds for a minimum of 3 years.
- Encourage visitors to explore the whole of the site at Witley Court
- Enriching the experience of visiting Witley, increasing dwell time and encouraging repeat visits by previous visitors.
- Maximise the opportunities to create a new 3D artwork or works, potentially creating work that can be sat upon, or touched.
- Surprise, delight and engage with visitors of all ages to Witley Court
- Complement and dovetail with the broader interpretation project
- Engage local stakeholders (which may include local residents, Witley Court Society members, local arts organisations and the learning community) during the initial research phase including at the planned Sharing Days events. This should be achieved through engagement activity planned and delivered by the artist; this engagement should inform the artist's design development process.
- Create a strong visual impact and a new focal point (or focal points) within the grounds of Witley Court
- Stimulate debate, and broaden understanding about contemporary public art in a historic rural environment
- Be designed in direct response to Witley Court, its history and the theme of Contrasting Lives as suggested within this brief.

This project will be informed by engagement with key stakeholders including local residents; individuals will be identified during the first stage of the commission. Designs will be formally signed off at each stage by the client English Heritage. Where a work may require planning permission and Scheduled Monument consent (eg for the Golden Gates area suggested as a potential location), the local planning authority Malvern Hills District Council and Historic England will be consulted by English Heritage, on behalf of the artist. The artist may need to provide materials requested by the local authority and Historic England, but the responsibility for submitting any applications to the local authority and Historic England will be held by English Heritage.



## Artwork locations

Exhibiting contemporary artworks in these historic landscape settings needs to be approached sensitively. It is important that the new works add to the visitor's experience of the site; artists will be expected to consider the impact of their artwork(s) on the setting both near and far. Artists will also be expected to ensure their designs do not hinder wider maintenance and safety issues.

Three sites within the grounds of Witley Court have been identified as potential locations for a new artwork, with a view to the artwork(s) encouraging visitors to explore the wilder areas of the site, away from the House. (The reasons for this are that the House is already well visited and yet access to the House is stepped and therefore not fully accessible to all.)

The three identified locations are:

- **Wilderness:** The wilderness area on the visitor centre side of the site, near the Studio Hardie play areas, in particular the area planted with wildflowers close to the circular seat (NOTE: this site is outside the 'scheduled monument' designation, offering more freedom to the artist)
- **Cascade:** The green space around the waterfall between the footbridge crossing Shrawley Brook and the southern end of Front Pool. This area is steep in places but offers the opportunity to create new views down towards the woodland walk area (NOTE: there are maintenance and safety issues relating to the Dam and Walkway area)
- **Golden Gates former site:** Drawing visitors up past the Perseus and Andromeda Fountain towards the former Golden Gate / belvedere area at the south western edge of the site, where there are pleasant views looking down across the site back towards the house

It is hoped that the artist may create work (potentially a multiple) across several locations, linking different parts of the site together.

English Heritage is open to considering alternative site suggestions from the appointed artist following their initial site visit and research, however any alternative sites proposed must meet the aims of this project brief and be approved by the client.

## The resulting artwork(s):

- Should be contemporary, distinctive and engaging in its design
- Should be sensitively designed for its context and immediate local surroundings, taking into account the importance, historic character and rural setting of Witley Court
- Should be suitable for use / accessible for viewing by a wide range of ages and abilities and have appeal to a variety of people

- Should result in work of an appropriate scale for the identified site location(s) and maximise the available budget
- Should have a design life of a minimum of 3 years sited outside with minimal maintenance, be well designed and made using high quality, robust materials and innovative techniques that are resistant to damage. (Artists should note that there is no overnight security provided on the site, and therefore the value of any materials used should be a consideration.)

**The artist:**

- Should be an established artist with an active creative practice working in any art form and a 'portfolio' of work you can share.
- Should have some experience of designing, fabricating and installing artworks of a similar scale, quality and ideally working in a similar context
- Should have experience of, interest in and commitment to producing artistic work(s) within a heritage context for a wide ranging audience
- Should be empathetic and sensitive to the challenges of working with heritage sites
- Should be able to work with a range of people from the heritage and arts sectors and have a willingness to be challenged on the artworks proposed/produced, and discuss them with others
- Should be flexible and adaptable to changing situations, whilst having a proven ability to work to timelines in a safe and professional manner
- Should have experience of delivering community engagement activities, and/or have access to others who could support delivery of this element of the project
- Should have an awareness of issues surrounding sustainability and the climate emergency in relation to making public artworks, aiming to reduce waste, use recycled and sustainable materials and make greener travel choices
- Will be expected to hold public liability insurance of £5,000,000
- Will be expected to have a reasonable way to travel to and from Witley Court for the duration of the project within the available travel budget (NOTE: public transport can be limited – the nearest train station is Droitwich Spa 8.5 miles away, see: <https://www.english-heritage.org.uk/visit/places/witley-court-and-gardens/plan-your-visit/directions/>)
- Will be expected to work in a safe and professional manner to comply with all relevant health and safety legislation and requirements
- Will be expected to provide information and images to the client English Heritage for sharing publicly.



## 4. Approach

### Programme

The project will progress in three stages:

Stage 1: Research, community engagement & concept design

Stage 2: Detailed design

Stage 3: Fabrication, installation & de-installation

The completion of stages 1 and 2 will be approval points, requiring sign off by the commissioner at interim meetings prior to proceeding to the next stage.

Interim meetings will be used to monitor project progress and ensure the project is properly delivered. At these meetings the artist will present ideas and proposals to the commissioner and Creative Producer. Other relevant stakeholders or individuals may be invited along or consulted if necessary, such as project engineers, contractors or the local authority.

### Maintenance

It is essential that the designs when realised will be durable, suitable for an exterior location for at least three years, and (if relevant) suitable for any intended use, such as sitting or touching. The designs should be resistant to damage and require minimal maintenance for the lifespan of the installation. The artist will be expected to provide a proposed maintenance and operational schedule indicating how the work should be cared for and maintained. The artist will be responsible for de-installing the work at the end of the life of the installation.

### Outputs

Stage 1: Initial research, community engagement & concept design

Stage 1 outputs:

- Artist site visit to Witley Court to familiarise themselves with the site and its social, cultural, historical and geographical context as well as meet project partners, stakeholders and if relevant community members
- Delivery of community engagement activity / events / workshops by artist
- Development of a creative rationale to be agreed with the Creative Producer prior to design development
- Production of research and a concept design for presentation / circulation to the commissioner English Heritage for approval
- Outline costings/budget (to be discussed/agreed with the Creative Producer)
- Identification of preferred site(s) for artwork(s)

## Stage 2: Detailed design

### Stage 2 outputs:

- Production of detailed design showing form, scale and nature of the proposed artwork(s)
- Commissioning of any engineering drawings/calculations necessary for associated groundworks
- Production of any materials testing required
- Production of installation method statement
- Detailed budget outlining breakdown of material costs
- Plan showing agreed site location(s)

## Stage 3: Fabrication, installation & de-installation

### Stage 3 outputs:

- Fabrication of artwork(s), transportation to site and installation at chosen location(s)
- Planning and overseeing of installation of artwork(s)
- Production of maintenance and operational schedule
- De-installation of work at the end of 3 year installation period (or timescale otherwise agreed)

## Estimated project delivery timescale

Project stage	Date
Artist appointment via interview	March 2022
Stage 1: Research, community engagement & concept design	March – June 2022
Stage 2: Detailed design & client sign off	July – September 2022
Stage 3: Fabrication & installation: De-installation:	October 2022 – February 2023 February 2026 / date TBC

## 5. Contracts and payments

A total allocation of up to £50,000 exc VAT and inclusive of all expenses is available for the project. The budget holder is the commissioner, English Heritage. The Creative Producer will manage the budget on behalf of the commissioner.

It is expected that the budget for the commission will be paid in stages at agreed approval points to be set out in a contract between the artist and English Heritage.

### Cost allocation for stages 1 - 3:

Artist fee for stage 1 concept design:	£ 3,000
Community Engagement events budget:	£ 1,500
Artist fee for stage 2 detailed design:	£ 3,000
Stage 3 materials budget inc all artist fees and all project fees and costs for materials testing, structural engineering guidance/reports, fabrication, transport to site, installation & de-installation:	£40,000
Artist travel and accommodation expenses allowance for duration of project (to be charged as incurred):	£ 2,500
<b>TOTAL</b>	<b>£50,000</b>

All costs are exclusive of VAT.

The above budget breakdown and allocation can be flexible and utilised differently, if required. The appointed artist will be expected to produce a fully costed proposal by the end of stage 2, detailed design, which is achievable within the available budget for stage 3. Invoices will be paid in arrears following agreed approval points to be outlined in the artist contract. Invoices should be addressed to English Heritage Trust, but sent via the Creative Producer for approval.

### Copyright and Ownership

The copyright of the artwork(s) will be held in favour of the artist. Ownership of all submitted research, design and final work produced will be held in favour of the commissioner.

## 6. Contacts

The key contact will be the Creative Producer or other designated agent of the Creative Producer:

Suzanne Heath, Creative Producer  
07843 417474

[Suzanne.Heath@English-Heritage.org.uk](mailto:Suzanne.Heath@English-Heritage.org.uk)

Other contacts will be available from the Creative Producer upon commencement of the project.

For more information about English Heritage's wider Creative Programme **only** please contact Penelope Sexton, Creative Programme Manager, [penelope.sexton@english-heritage.org.uk](mailto:penelope.sexton@english-heritage.org.uk)

## 7. Supporting Information / Background Research

To find out more about Witley Court visit:

<https://www.english-heritage.org.uk/visit/places/witley-court-and-gardens/>

For more photos of Witley Court and Gardens visit:

<https://historicengland.org.uk/images-books/photos/>

Digital versions of the Witley Court guidebook and visitor guide are available upon request.

Further information about Studio Hardie's play designs in the Wilderness area:

<https://www.studiohardie.com/project/wilderness-play-area/>

Witley Court Society is a public Facebook Group with over 350 members with a special interest in Witley:

<https://www.facebook.com/groups/479512435410789/>

For information about Great Witley Church:

<https://www.greatwitleychurch.org.uk>

Witley Tearooms:

<https://www.witleytearooms.co.uk>



## 8. Site photographs



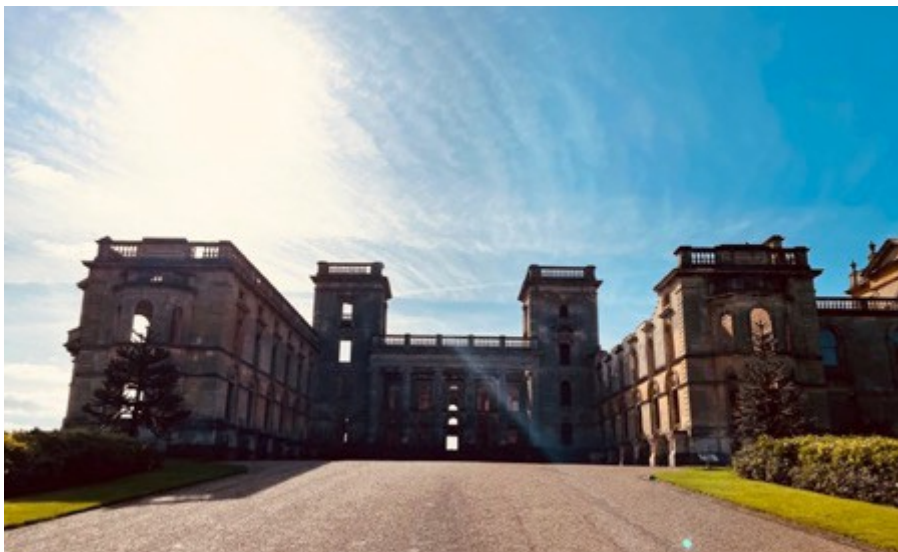
Witley Court with the Perseus and Andromeda fountain in the foreground, looking north east.



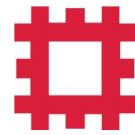
The courtyard looking south east from the visitor approach to the site



The main hall at Witley Court shown in 1882



View of Witley Court from the pedestrian visitor entrance, looking south west



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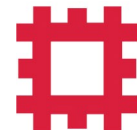


Western wing of Witley Court, looking north west



The Perseus and Andromeda Fountain, with the former site of the Golden Gates and deer park beyond.





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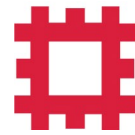


Looking north towards Front Pool from the house / drive at Witley Court



One of three Studio Hardie play area elements installed in 2012 (photographed December 2021)





Open area within the wilderness showing two Studio Hardie play elements installed in 2012 (photographed December 2021)



Studio Hardie play area looking back towards the Visitor Centre / entry into the site

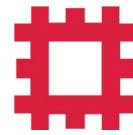


Looking towards the Wilderness area on the path from the Visitor Centre. This area is planted with wildflower seeds and has a meadow-like appearance in the summer (photographed June 2021)



Wilderness area (photographed December 2021)

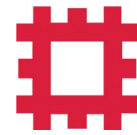




Seating circle by Studio Hardie sited within the wilderness area (photographed 2012)



The bridge across Shrawley Brook with the waterfall area beyond the bridge to the right. This area leads up towards from the woodland walk to Front Pool and towards the pedestrian access to the house at Witley Court. (Photographed December 2021)

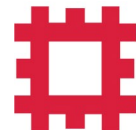


Looking back towards the woodland walk from the bridge across Shrawley Brook  
(photographed December 2021)



Looking towards the waterfall area (photographed December 2021)





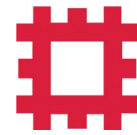
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The boathouse restored in 1999 (photographed December 2021)



Boat launch at Front Pool (photographed December 2021)



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Looking up the drive towards the pedestrian entrance on the north side of Witley Court  
(photographed December 2021)

## 9. How to apply

Artists and artist collectives based in the UK with relevant experience are invited to apply. Applications should be sent in electronic format only to Suzanne Heath, Creative Producer via:

[Suzanne.Heath@English-Heritage.org.uk](mailto:Suzanne.Heath@English-Heritage.org.uk)

Your application should include:

- A recent copy of your CV highlighting relevant projects and experience
- A selection of images, website links or other material showing examples of relevant previous projects
- An artist statement setting out your working practice and your initial approach to developing this project (no longer than one side of A4)

If you have any further questions or wish to send any information about your work via post please contact Suzanne via email (details above).

This opportunity is open for applications for a duration of 27 days from Tuesday 1<sup>st</sup> February until Monday 28<sup>th</sup> February 2022.

Deadline for submission of applications is **9am, Monday 28th February 2022**

Shortlisted artists will be invited for interview on a date to be confirmed, but is anticipated to be during the week of Monday 7<sup>th</sup> March 2022, depending on the availability of shortlisted artists and selection panel members.

The anticipated project start date is Monday 14<sup>th</sup> March 2022, with an anticipated project end date of Friday 17<sup>th</sup> February 2023, excluding final de-installation of the artwork(s) in February 2026 at a date to be agreed with the appointed artist.

English Heritage is not bound to accept any response to the brief.

The breakdown of the allocated fabrication and installation budget for this project will be determined and confirmed in agreement with the appointed artist at the end of the detailed design phase. As such no quotations are expected to be submitted at application stage.

Applicants must bear the cost of submitting their application. Artists invited for interview will be paid a fee of £1,000 (excluding VAT) towards their time and expenses.

### **Access**

English Heritage would like to reduce barriers for artists applying for our opportunities and commissions, and is committed to being fair, accessible, transparent and inclusive.

We recognise that not everyone who needs additional support will identify with the term Disabled. We aim to be as transparent as possible about the possibilities and

limits of what we can offer, particularly given the challenges of our historic sites, however we will do all we can to accommodate access needs.

Therefore, if you have access needs please submit an access document that includes an outline of your needs, alongside your application. For more information and guidance please go to: [www.accessdocsforartists.com](http://www.accessdocsforartists.com)

If you would rather submit your application to the brief via video, or a recording please do not hesitate to do so.



## 10. Appendices

### **APPENDIX I:**

#### **CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS AND / OR SERVICES**

##### **I. DEFINITIONS**

"English Heritage" means the Historic Buildings and Monuments Commission for England and includes its successors and assignees.

"EH Equipment" means all plant, tools, equipment or other items belonging to English Heritage.

"Contract" means the Purchase Order together with these conditions and any documents attached or referred to therein.

"Data" means all designs, models, drawings, prints, samples, data, documents of all kinds, materials, photographs, negatives, diskettes, films, digital media, software or any other similar items

"Goods" means the items specified in the Purchase Order (or amendment thereof) to be supplied by the Supplier in accordance with the Contract.

"Purchase Order" means English Heritage's official numbered Order.

"Services" means the Services specified in the Purchase Order including the giving of advice (or amendment thereof) to be carried out by the Supplier in accordance with the Contract.

"Supplier" means the person, firm, company or corporation with whom English Heritage places a Purchase Order.

##### **2 ASSIGNMENT AND SUBCONTRACTING**

2.1 The Supplier shall not assign or subcontract the whole or part of the benefits or burdens under the Contract without the previous written consent of English Heritage.

2.2 English Heritage may assign all or any of its rights and obligations under this Contract to any company which would (if English Heritage were a company) be a subsidiary of English Heritage.

##### **3. PERFORMANCE**

3.1 The Goods supplied under the Contract shall:

a) be of good and sound design, materials and workmanship;

- b) be of merchantable quality and fit for the purpose(s) for which they are supplied under the Contract;
- c) conform as to description, specification and quantity with the particulars stated in the Contract;
- d) comply with all statutory requirements and regulations applicable to the Goods;
- e) be free from any defect in title;
- f) be returnable to the Supplier within 21 days in the event that the Goods are or have suffered damage during manufacture or transit which could not be reasonably discerned from the inspection on delivery, unsuitable for the purpose intended for their use, or not in accordance with the Contract, in which case the Contract shall be deemed to be terminated in accordance with clause 12.1.

3.2 The Services executed under the Contract shall:

- a) be carried out with reasonable care and skill;
- b) be carried out with due expedition and within the time (if any) specified in the Contract;
- c) comply with all statutory/local authority/site and other regulations applicable to the Services.

4. DELIVERY OF THE GOODS/COMPLETION OF THE SERVICES

- 4.1 Delivery shall be deemed to be made upon receipt of the Goods by English Heritage in accordance with the Contract.
- 4.2 The Services shall be considered complete when English Heritage is satisfied that the Services have been completed in accordance with the Contract.
- 4.3 The time of delivery of the Goods and of performance of the Services shall be of the essence of the Contract.

5. MAINTENANCE

The Supplier shall for 12 months following delivery of the Goods/completion of the Services promptly remedy any defects arising from faulty design materials or workmanship at the Supplier's expense.

6. RISK AND PROPERTY IN THE GOODS

Without prejudice to the rights and obligations of the parties under the Contract, the property in the Goods or any part thereof shall pass to English Heritage on delivery or on payment by English Heritage (whichever is earlier) but the risk shall

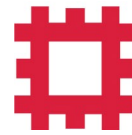
not pass to English Heritage until the Goods have been delivered in accordance with the Contract.

## 7. REPAIRS TO EH EQUIPMENT

- 7.1 Where any EH Equipment is to be modified, reconditioned or repaired by the Supplier the property therein shall remain with English Heritage at all times. The risk shall remain with the Supplier whilst EH Equipment is under the Supplier's care and control.
- 7.2 The Supplier shall clearly identify and mark EH Equipment as "the property of English Heritage" or in such manner as English Heritage may require and shall separately store, safeguard and maintain it in good order and condition and keep appropriate records thereof.
- 7.3 Damage to or loss of EH Equipment arising from bad workmanship or from the Supplier's failure to comply with the provision of sub-clause 7.2 shall be made good at the Supplier's expense either by the Supplier or as English Heritage otherwise instructs or by replacement equipment of at least the equivalent quality.
- 7.4 EH Equipment shall not be disposed of by the Supplier to any third party nor used except for the purpose of carrying out the Contract.

## 8. PAYMENT

- 8.1 The price(s) detailed in the Contract shall remain firm and fixed for the duration of the Contract.
- 8.2 The Supplier shall send to English Heritage a detailed itemised invoice(s) as instructed on the Purchase Order, clearly stating the Purchase Order Number, and all information required to be stated on a tax invoice for VAT purposes.
- 8.3 The Supplier will be paid within 30 days of receipt of a properly payable invoice or delivery of the Goods and/or Services unless otherwise specified in writing.
- 8.4 Where the Supplier enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 (thirty) days from receipt of a valid invoice.
- 8.5 Payment shall not operate as a waiver of any rights of English Heritage under the Contract or at law.
- 8.6 In order to facilitate payment by bank transfer the Supplier shall provide bank account details.



## 9. INDEMNITIES

The Supplier shall be liable for, indemnify, defend and hold English Heritage harmless from and against all losses, costs, damages and expenses of every kind and nature, including legal expenses, in respect of:

- a) injury, sickness, disease or death of any person, including English Heritage's employees, or
- b) loss of or damage to any property, including English Heritage's property arising out of or in connection with the Contract, save insofar as the same is caused by the negligence of English Heritage.

## 10. INTELLECTUAL PROPERTY

- 10.1 All intellectual property rights (including, without limitation, patents, copyrights, design rights, registered designs, trade marks and service marks) ("IP Rights") in all Data prepared or supplied by English Heritage to the Supplier shall remain the property of English Heritage.
- 10.2 All "IP Rights" in all Data or any other materials prepared or developed by the Supplier under or in connection with the Contract are hereby assigned to and shall vest in English Heritage free from any encumbrance and with full title guarantee. The Supplier shall sign such further documents or do such acts as English Heritage may require to ensure that the rights vest in English Heritage.

## 11. INSURANCE

The Supplier shall effect and maintain general third party and where applicable, product liability insurance with a combined bodily injury and property damage limit of not less than five million pounds (£5,000,000) per occurrence or series of occurrences arising from the one event and unlimited in any period of insurance (aggregate for product liability). Such insurance shall contain an indemnity to principals clause. The Supplier shall at English Heritage's request furnish English Heritage with a current certificate of insurance as prescribed by English Heritage.

## 12. TERMINATION

- 12.1 Without prejudice to either party's other rights and remedies under this Contract or at law, either party may terminate the Contract forthwith on notice to the other if the other:
  - a) commits a breach of this Contract and fails to remedy such breach (where it is capable of remedy) within 30 days of receipt of a notice in writing requiring it to do so; or
  - b) ceases to trade, or is unable to pay its debts as they fall due or has a petition presented or a meeting convened for the purpose of winding-up the defaulting party or enters into liquidation whether compulsorily or voluntarily or compounds with



its creditors generally or an administration order is made in relation to it or it has a receiver or administrative receiver appointed over all or a substantial part of its assets or any similar or analogous order is made or proceeding commenced or officer appointed or action taken in consequence of debt.

- 12.2 In the event of termination by English Heritage under sub-clause 12.1 a) English Heritage may retain out of any amount due to the Supplier under the Contract an amount equal to any bona fide claim English Heritage may have against the Supplier arising out of such breach.
- 12.3 In addition, English Heritage may at its convenience terminate the Contract or any part thereof at any time by giving notice to the Supplier. In this event, English Heritage shall, subject to any other provisions of the Contract, pay the Supplier for all Goods and/or Services supplied in accordance with the Contract up to the time of termination.
- 12.4 Upon termination of the Contract the Supplier shall immediately return to English Heritage all English Heritage Equipment and Data which the Supplier may have in its possession.

### 13. CONFIDENTIALITY

- 13.1 The Supplier shall keep confidential all information connected with the business of English Heritage or which comes to the Supplier's knowledge under or as a result of the Contract and shall not disclose it to any third party or use it other than for performance of the Contract except:
  - a) with the prior written agreement of English Heritage; or
  - b) by requirement of law; or
  - c) save in accordance with Clause 21 and publication of this contract in accordance with the same.
- 13.2 The provisions of Clause 13.1 shall not apply to such information if it is:
  - a) in the public domain otherwise than by failure of the Supplier to comply with Clause 13.1, or
  - b) in the possession of the Supplier before these confidentiality obligations came into effect, or
  - c) obtained from a third party who is free to disclose the same.
- 13.3 If the Supplier enters or has entered into a separate confidentiality agreement with English Heritage, the terms of such confidentiality agreement shall take precedence over this Clause 13.

- 13.4 The Supplier shall not announce or publicise this or any other Contract with English Heritage without the written consent of English Heritage.

14. CORRUPT GIFTS AND CONSIDERATION

If the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other contract with English Heritage or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with English Heritage or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without knowledge of the Supplier) or if in relation to the Contract or any other contract with English Heritage, the Supplier or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any employee of English Heritage which shall have been exacted or accepted by such employee under the cover of his office or employment and is otherwise than such employee's proper remuneration, English Heritage shall be entitled to cancel the Contract and to recover from the Supplier the amount of any loss resulting from such cancellation.

15. APPLICABLE LAW

The construction and performance of the Contract shall be governed by the laws of England and the parties hereby submit to the exclusive jurisdiction of the Courts of England.

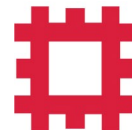
16. REJECTION

- 16.1 Without prejudice to any of its other rights hereunder, English Heritage may by notice to the Supplier, reject all or any of the Goods and/or Services if the Supplier fails to comply with any of its obligations under the Contract. English Heritage shall not be deemed to have accepted the Goods and/or Services until English Heritage has a reasonable time after delivery to inspect the Goods and/or Services.

- 16.2 The Supplier shall, at English Heritage's option, replace Goods or rectify the Services rejected by English Heritage with Goods and/or Services which in all respects conform with the Contract or credit English Heritage with the invoice price thereof.

17. FORCE MAJEURE

If one of the parties cannot perform its obligations due to an act of force majeure which shall include, war, hostilities, civil war, rebellion, revolution, insurrection or



other disturbance, but not industrial action by its own employees, that party may, without prejudice to any other claims or remedies it might have, suspend performance of the Contract by written notice to the other party. The party suffering the event of force majeure shall use all reasonable efforts to bring the event to an end. If the force majeure event persists for a period of 3 months or longer the party not suffering force majeure may terminate this Contract immediately upon written notice .

## 18. ENTIRETY

- 18.1 The Contract comprises the entire agreement between the parties and no other terms and conditions unless agreed in writing between the parties shall apply.
- 18.2 If any provision of the Contract is ruled to be invalid for any reason that invalidity will not affect the rest of this Contract which will remain valid and enforceable in all respects.

## 19. RIGHTS OF THIRD PARTIES

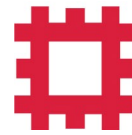
- 19.1 A person who is not party to this agreement shall not have any rights under or in connection with it by virtue of the contracts (Rights of Third Parties) Act 1999 except where such rights are expressly granted by this Clause 19 but this does not affect any right or remedy of third party which exists, or is available, apart from the Act.
- 19.2 The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not party to this agreement.
- 19.3 The Supplier agrees that the Secretary of State for Culture, Media and Sport shall be entitled to the benefit of the contractual obligations of the Supplier as set out in clauses 2, 3, 5, 7, 9, 11 and 13 (and any variation to those clauses that may be agreed from time to time) as if references therein to English Heritage were references also to the Secretary of State for Culture, Media and Sport in addition to and separate to the obligations owed by the Supplier to English Heritage under those clauses.

## 20. FREEDOM OF INFORMATION ACT 2000

Please note that English Heritage is a public authority and as such is subject to the terms of the Freedom of Information Act 2000.

## 21. RIGHT TO PUBLISH

- 21.1 The parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Contract is not confidential information. English Heritage shall be responsible for



determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000.

- 21.2 Notwithstanding any other term of this Contract, the Contractor hereby gives his consent for English Heritage to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public.

#### CHARITY ADVERTISING DECLARATION

English Heritage has the tax status of a charity. If the supplies ordered overleaf are of advertising and qualify for zero rating under the zero rating group 15 as amended with effect from 1 April 2000, then these supplies can be zero rated when supplied to English Heritage.

#### ENGLISH HERITAGE : PAYMENT POLICY

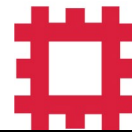
English Heritage is committed to paying its suppliers in accordance with the Confederation of British Industry Better Payment Practice code. As such, we promise to :

- agree payment terms at the outset of a deal and stick to them, these will normally be 30 days from receipt of the supplier's invoice or delivery of supplies, whichever is later
- explain our payment procedures to suppliers
- pay bills in accordance with any contract agreed with the supplier or as required by law, providing supplies have been satisfactorily received and correctly invoiced in accordance with the terms and conditions printed above
- tell suppliers without delay when an invoice is contested and settle disputes quickly.

Our payment method is credit transfer. Payment advices should be received by suppliers on or before the day the payment is credited to their bank account. We will use this crediting date as the payment date in monitoring our compliance with the payment terms.

If suppliers have a problem over late payment which they are unable to resolve with their contacts in our ordering teams, they should contact the Payment Team on 01793 414940





If the matter is still not resolved to the supplier's satisfaction our Customer Services Department should be contacted on 01793 414910, or at PO Box 569, Swindon SN2 2YP, who will deal with the matter in accordance with our corporate complaints procedures.

We will publish our payment performance in our annual report and accounts.

English Heritage Nov 2010



