

Lake District National Park website

Invitation to tender



Lake District
National Park



Lake District
National Park

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The Lake District National Park website: an invitation to tender

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Description:

An exciting opportunity has arisen for the provision of services for the design and development of a new website plus five familial microsites with hosting and support, for the Lake District National Park Authority.

The Lake District National Park is the largest of England's National Parks and a UNESCO World Heritage site, welcoming 19 million visitors yearly, with more than 2 million people exploring its wonders through the LDNPA website. As the home of England's tallest mountain and deepest lake, our National Park's outstanding beauty, is a living, breathing landscape for all to enjoy, live, and work in. Our website serves as a crucial gateway, providing access to all and fostering stakeholder engagement to ensure the future wellbeing of this exceptional place.

The Authority wishes to deliver a new website that inspires a sense of pride in our iconic National Park and initiates positive change and that is built around our vision:

'An inspirational example of sustainable development in action. A place where its prosperous economy, world class visitor experiences and vibrant communities come together to sustain the spectacular landscape, its wildlife and cultural heritage. Local people, visitors, and many organisations working in the Lake District have a contribution to make to it and must be united in achieving this.'

- Tender submissions returned: by midday, 1 July 2024
- Shortlist announced: 10 July 2024
- Stage 2 interviews (pitch in person in Kendal): 22 July 2024
- Appointment of Supplier: 23 July 2024
- Launch main site and 1 microsite in beta platform by: 9 September 2025
- Launch all 5 microsites by: 31 December 2025
- Budget: £50,000



1. Introduction and instructions

The Lake District National Park Authority (LDNPA), referred to as ‘the Authority’, invites your business to submit a tender for the provision of design and development of a new fully responsive, highly accessible website with hosting and support, comprising an inspirational website with database style information hub section, plus five familial microsites, with functionality to create new microsites easily in the future. We refer to this as ‘the Project’ in this document and your invitation to tender as ‘ITT’.

1.1. Conditions of tendering

The Lake District National Park Authority is looking to appoint a suitably qualified, experienced service provider to provide services as required by the Authority in respect of the Project.

Further information on the process and instructions for this tender is on Section 10 of this ITT with further requirements and commercial response information in Appendix 2, section 12, and Appendix 5, section 15, along with the contract you would be entering into with the Park, in Appendix 6. The tender return date to the Chest Procurement Portal is 12 noon, 1 July 2024. All tender responses must be submitted online to the Chest in advance of the deadline. Please raise all queries related to the tender via the Chest messaging system. All responses will be publicly viewable by all tender applications for fairness reasons.

By submitting a response to this ITT, it is implied that the supplier (your organisation) and any proposed subcontractor(s), advisors or third party, accept all provisions and conditions of this ITT all on the same basis and without reservation or qualification. It is implied that the Authority will be able to request additional information from you as part of the tender evaluation process, or to clarify elements of your ITT response.

The Lake District National Park Authority may apply a two-stage process for evaluation of tenders. Suppliers need to respond based on the Authority having no prior knowledge of their organisation.

The Authority is not bound in any way to enter any contractual or other arrangement with your organisation or proposed subcontractors, advisors or third parties. The



Authority reserves the right, subject to procurement regulations, to change the procedure for the competitive tendering process, or to terminate, amend or vary the tender process at any time by notice in writing to all suppliers. Under no circumstances would the Authority incur any liability in respect of this ITT or the tender process more generally.

The Lake District National Park Authority (LDNPA) is not bound to accept any tender response.

The Authority shall not be liable for any costs or expenses incurred with the preparation or submission of your tender response, irrespective of the success of the outcome.

Only information provided as a direct response to this ITT will be evaluated. Marketing materials and other general promotional literature will not form part of the evaluation process.

All development outputs and materials as part of this process (including avoidance of doubt, the creation of all intellectual property rights) and the Project, will become the exclusive property of the Authority.

The Authority's technical specification in relation to this requirement is set out in Section 6 of this ITT.

The Authority has taken reasonable care to ensure the information contained in this ITT is true and accurate in all material aspects. However, the Authority does not accept any responsibility for the information contained herein or in any other document or its accuracy or completeness and shall not be liable for any loss or damage arising as a result of such information or any subsequent communication.

For the avoidance of doubt, this exclusion extends to liability in relation to any statement, opinion or conclusion contained in, or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any supplier.

Only the express terms of any written contract, as and when it is executed, shall have any contractual effect in connection with those matters to which this ITT relates. If you consider that any of the information included in your tender response is commercially sensitive, please mark this as 'CONFIDENTIAL' and explain in broad terms the harm that might result from disclosure.



1.2. About the Lake District National Park

The Lake District National Park (the Park) is England's largest National Park and a UNESCO World Heritage Site, with 2,292 square kms of land (58km wide, 64km long), mostly it is privately-owned land (4% owned by the Authority). There are 16 larger lakes, 7 larger tarns, 12% woodland coverage, 2,177km of public footpaths, 893km of public bridleways, 15,512 archaeological sites, 281 scheduled monuments, and some of the UK's rare endangered species.

42,000 people live in the National Park, with tourism as its main source of income (£2.1bn in 2022). 19 million visitors enjoy this special place each year.

The Lake District National Park is a world class cultural landscape, set up to ensure unique aspects of its natural environment, wildlife and people are looked after, now and in the future. The Authority and its partners work to a shared vision

'...making the Lake District National Park an inspirational example of sustainable development in action for a prosperous economy, world-class visitor experiences and vibrant communities working together in sustaining the spectacular landscape, wildlife, and cultural heritage.'

The Lake District National Park Authority provides leadership to those involved in the Lake District National Park, working in partnership with communities, businesses, organisations, and partners. See The ['Our Vision'](#) and [Lake District National Park Partnership](#) web pages for more information on the role of the Authority and its purpose.

2. The challenge

The Lake District National Park was established in 1951. Much has changed since it was formed and since the current website was first developed over a decade ago. The vision and goals for the Park, [Vision 2030](#), [LDNP Partnership Plan](#) plus audiences we choose to target and support on challenges they face, are key to understanding the purpose of the new Lake District National Park Authority's website. The current Lake District National Park website is hosted on the National Parks' UK portal (Squiz Matrix 5.5 CMS) with limitations on 'responsive to mobile' journeys at present. Only six National Parks remain on the portal currently. The other Parks are now agency-side on WordPress or equivalent. A summary of key challenges and opportunities for website improvements are as follows.



2.1. Brand dilution on third-party sites

There is a need to be more considered when communicating to key audiences across the website, for desired outcomes of tailored journeys with highly relevant information and content. At the same time, there needs to be a clear 'Park family' understanding where familial microsites for parts of the National Park and partnership projects work cohesively, without brand dilution.

It is important website visitors have consistent journeys, whether on the main LDNPA website, or on the five microsites under development within this Project.

2.2. Communicating our National Park purpose

The Lake District National Park is not just a spectacular place to visit, it is a living, breathing landscape and everyone who lives, visits or cares for this special place has a role in its future. However, the content we currently have generally needs an overhaul.

Core messages on the new website need to emphasise the challenges we are working on at the National Park and inspire people to behave responsibly with shared purpose, in order for wildlife, landscape, and communities to thrive. From communities, businesses, and visitors, to farmers, landowners, partners, and stakeholders. Key audiences are illustrated in section 3.4 and further illustrated in Appendix 1.

Key messages include:

1. The National Park is a diverse and living landscape
2. The National Park is a special place for all to enjoy
3. We are all custodians of the National Park

Desired outcomes include:

- Increased awareness of special qualities
- Increased sense of responsibility for looking after the National Park and World Heritage Site
- The desire to explore the National Park further in sustainable ways
- People feel compelled to visit outside hotspots
- A showcase of the excellent partnership work with the National Park
- A seamless planning customer journey (logical, easy search)
- A fast searchable information hub for Authority data and assets
- The Authority is seen as a desirable place to work



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Our brand wheel illustrates this as:

- Proof: why the National Park is special
- Actions: how the Authority cares for the National Park
- Passion: the Park's people and vision help us thrive



2.3. Integration of content

The Authority has a few microsites alongside lakedistrict.gov.uk. Some current main website content needs to become familial microsites sitting within the UX of the main site. The Authority needs to be able to create future microsites easily, where header logo, menus and footer content can be configured, along with a unique domain name. The five microsites (or equivalent solution) to be built within this project are:

1. conistonboatingcentre.co.uk (currently a microsite in Squiz)
2. nutrientneutralitynw.co.uk (currently on main website, Squiz)
3. lakesworldheritage.co.uk (currently on main website, Squiz)
4. [LDNP Partnership](#) (currently on main website, Squiz, domain TBA)
5. brockhole.co.uk (currently on Umbraco CMS)



and are to be housed within the new CMS or CMS family, integrating within the new website framework and systems. See requirements for microsite templates for further information (Section 6.6).

2.4. Accessibility

The Authority is working hard to improve its website Accessibility. For the new website, a minimum of WCAG 2.2 level AA Accessibility is required for the main part of the website (inspiration pages) and AAA for other parts of the website (information hub). The new website needs to be 'HTML first' (over PDFs) and comply with Government Digital Service as well as WCAG compliance rules but support any necessary PDF creation when required. The devolved governance model with circa 40 publishers will require varying access levels across the website for publishers, where ALT tags and other elements of required compliance need to be built into the CMS as required fields. See further detail on Accessibility requirements in section 5.1.

2.5. Serving a more diverse range of audiences

It is important that the new website removes any confusion over the Authority's remit and makes clear the role of the National Park Authority and Partners. For this, there needs to be a **user-centric approach** to the build of the new websites, where relevant tailored journeys align to personas, in an intuitive and goal-driven way.

Further information on audiences is in Appendix 1 and covers background information and user scenarios for A) communities and businesses, B) visitors, C) farmers and landowners and D) partners and stakeholders.

3. The proposed solution

Following on from requirements gathering (Autumn 2023) at the Authority for the new website, the Authority requires for its main website, a single platform solution with seamless browsing experiences across two distinct web sections for **National Park** and **Park Authority** content, where 'inspirational' National Park content and 'information' database style Authority content is best served to the public as separate journeys. A similar working example of this model can be found at [Snowdonia National Park](#).

There will be a devolved publishing governance model for the websites allowing page owners and publishers to create new content as site editors (post moderation). This will be overseen by the Authority's Online Manager, who will manage overall website quality



and compliance - including 'UX on secondary structure levels', 'web house style', 'layout, naming and linking conventions' and 'page quality'.

3.1. Inspiration website

There is a need for an inspirational user journey and dynamic showcase of the National Park, one that is feature-rich, with powerful storytelling and visually engaging imagery and video that highlights all that the National Park has to offer.

Flexible content will be tagged around themes of the [Park's Partnership Plan](#) for the new 'Protect' website section with content grouped around [Farming and Nature Recovery](#), [Climate Action](#), [Lake District for Everyone](#), [Landscape and Heritage](#), [Sustainable Travel](#) and [Vibrant Communities](#).

On the new 'Explore' website section, content will be grouped around [planning your visit](#) to the Lake District National Park and accessing and caring for the landscape and all it has to offer, such as [walking](#), [on the water](#), [cycling](#) and [routes](#). Flexible content across the site will need to be 'tagged by keyword' to pull dynamically across the site from News (blogs, releases, video) in order to avoid content duplication.

The inspiration section of the new website (and family of microsites) needs to meet level AA Accessibility (WCAG 2.2) to enable design flexibility. Anticipated sections are as follows, however final groupings and labels may evolve as part of the development process for better UX and SEO.

- Explore
- Protect
- *Planning
- News
- Map

*Please note, while Planning is listed within the inspirational part of the web journey due to its high planning application traffic, much of the Planning content will be information based and searchable within the information hub.



3.2. Information Hub

The Authority needs a 'database style hub' that supports the Authority's statutory role as a local Planning Authority and to serve a number of statutory functions online such as maintaining Rights Of Way (ROW). This hub will provide 'fast to find' searchable resources to residents, land managers, communities, businesses, and other engaged audiences. For a working similar example, see Snowdonia National Park [Publications](#).

The information hub will house functional content in a database layout similar to UK Government websites (gov.uk), to ensure that content is logical and highly accessible on search, and to meet triple Accessibility compliance (AAA).

There will be crossover with the new inspirational section, content can be pulled across the site, to areas of related content, served up contextually as content blocks on those pages. For example, the Partnership Plan may feature high up on the Protect homepage, pulled through from the information hub and displayed in an attractive content block. It is expected that the information hub will sit under the Authority site section with flexibility for potential revisions on this structure within the development phase of the project as ideas evolve:

- About the Authority
- *Work with us
- *People of the Park
- How we make decisions
- Publications and plans
- Information hub
- Contact us

* Work with us is also inspirational, some content in the information hub can also be peppered across the inspiration section of the website in dynamic content blocks.

3.3. Integration and signposting

Currently the lakedistrict.gov.uk website system cannot house **dynamic content** (blog grids are added manually). Going forwards, there needs to be evergreen content and a storytelling approach to projects on the new website, one which allows for flexible content to be presented in varying ways e.g. blogs, news, events, resources, jobs, stories, and meetings - pulled dynamically across the main website and microsites easily.



It is important that content can integrate and cross link across the websites. Due to the broad remit of the Authority, from conservation and planning to visitor planning activity and active travel, there is a natural tendency for the site content to grow over time. There will be a move away from static pages to a **small number of content hubs**, tagged by thematic keywords, and categorised by type or section area, for available, flexible use across the site.

For example, blogs tagged 'heritage' could feature on Explore pages as relevant information for visitors looking at historical places. Or a walking route that has heritage points of interest can have locations tagged on a route map. This will allow content to 'flex' for use in relevant points of the journey according to audience interest, intent, and purpose. This too will prevent issues with version control as content appears in multiple pages as global content, rather than duplicated.

Content (type, theme and subject tagged) can be filtered, for example on the routes page of [Miles Without Stiles](#) where 50 routes listed can be filtered on e.g. 'access for all', 'access for some' and 'access for many', also by distance, location and other criteria e.g. cycle friendly. See the [Snowdonia website](#) (routes and filters).

For good signposting, it is expected that well-designed related content blocks for external partners are produced, to link to content on other websites wherever the Authority is not the lead provider of a service or route. For example, 'Where to Stay' as a page will signpost to Cumbria Tourism's [Visit Lake District](#) (Destination Management Organisation). As the Lake District National Park Authority mainly promotes entry level and accessible walking routes, key place pages might link out to more challenging route pages e.g. [National Trust](#).

While signposting is set to create a more streamlined website with fewer pages, evergreen content, with 'time stamped' blogs instead of project pages, the Authority aims to cut down on out-of-date (ROT) content over time.

New website functionality needs to allow for content to be made 'sticky' on pages e.g. top blogs featuring as a hero blog, or a new route featuring on a route related page, to always appear in the first line of results (or reverse, hiding items from view). While date order may prevail, the ability to add new rules would be useful and will need to be agreed in the development phase of the project.



3.4. Key audiences

Currently there are circa 2 million users on our website each year, with around 5 million pages viewed. The Authority has a duty to provide information and messages to everyone, which translates to a wide range of audiences and user journeys.

Our strategy for managing the National Park includes the duty to inform and influence behaviour, so that everyone who cares for the Lake District can play a part in looking after this special place. For example, reducing carbon emissions, supporting sustainable development, and supporting nature recovery.

Our two approaches to audiences are:

- **broad engaged audiences** currently being served and reached through our communications and engagement activities, who are engaged with the Park. These are our current and valued customers and will continue to remain so.
- **'opportunity audiences'** whose needs are either not currently being met who might present an opportunity to become informed or educated about the National Park through website and wider communications activity. Our visitor-focused website content will particularly speak to these audiences.

1. Broad engaged audiences

These audiences are further split into two groups, relative to their relationship with the 'National Park Authority' or 'National Park' (the place).

National Park Authority	National Park Communities and Consumers
<ul style="list-style-type: none"> • Staff and potential staff • Partner organisations • Members • Volunteers • Government and MPs • Media • Businesses • Farmers and landowners • Communities (Planning) • Interested parties e.g. academics and conservation organisations 	<ul style="list-style-type: none"> • Visitors • Superfans • Communities (National Park, Cumbria) • Businesses • Farmers and landowners • Outdoor education providers • Interested parties e.g. academics and conservation organisations • Media



The interaction with our audiences can be further categorised as:

- **'shallow' or 'deep'**, e.g. digital transactions versus immersive learning
- **'engaged' or 'passive'**, e.g. behaviour change versus recruitment
- **'targeted' or 'project specific'**, e.g. consultation versus funding

2. **Opportunity audiences** as identified through our Management Plan:

- **New visitors:** who may have limited knowledge of the National Park, its activities, offer, heritage and natural environment
- **Younger visitors:** 18–25-year-olds, who could also be new and in need of a specific communications approach and content type
- **Underserved or those experiencing barriers:** defined through the 'Lake District for Everyone' as a key challenge. The Authority seeks greater representation, Accessibility, inclusive information, and inspirational content
- **Car users** (arriving and travelling around): who present an opportunity for us to influence behaviour, and reduce carbon emissions and potential congestion

The website must serve all audiences; however, we would like the inspiration section in particular to ensure it considers 'opportunity' audiences.

4. Design and user experience

4.1. Overall objectives on user experience

The inspiration and information site sections will impact design and layout of the new website. All site sections need to be easy to navigate through a 'mega menu' navigation system on all devices. The information hub will be visually stripped back to ensure content is prominently displayed and meets Accessibility AAA.

While there are different types of journeys, there needs to be consistency of UX within and across the main site and microsites to ensure best possible user experience and to blend seamlessly - as with [Snowdonia National Park](#) alongside its microsite. It is envisaged that content from the information hub will pull across to the inspiration section of the website and vice versa, based on tagging and filtering criteria applied to the pages.



Objectives:

- considered user journeys across sites and social media
- reduced clicks to site content, visual vertical scrolling using thumbnail blocks on landing pages three columns wide
- use of landing pages for key topics
- flexible content blocks for video, blogs, PDFs
- prominent news blocks to encourage return visits
- high-quality top level header images reflecting rich diversity of the Park
- high focus on calls to action for climate action, greener travel, net zero
- strong calls to action including sign up to news
- creating opportunity for 'deep dives' across the website with related content blocks that house all types of content including route map embeds
- strategic user testing in design and build phase to inform approach before user testing is passed to the Authority, to test before go-live
- improved UX for publishers with the CMS interface

Sample example wireframe landing pages are in Appendix 2 which illustrate the 'component blocks principle' used to build page layouts. Sketches are for general guidance, not final wireframes for a design process.

4.2. New website guidelines

The Lake District National Park Authority Brand Guidelines cover use of our brand identities, fonts, colour palettes and iconography. They also include clear guidance around tone of voice, Accessibility and legibility requirements, style guide, photography, and approach. The Authority encourages applicants to familiarise themselves with the live website (lakedistrict.gov.uk) for font, colours, and tone of voice. Actual guidelines will be shared with the successful supplier on appointment, not in advance of this response to tender.

4.3. Design process

Applicants responding to this ITT need to demonstrate their approach to the project in person if they are shortlisted. For the initial response to tender, suppliers will need to give overview information on how they will approach the Project, stages, aims, objectives, milestones, and deliverables for each stage, how engagement will take place with the Authority and other target audiences and what is expected from the Authority in this process.



For each stage, please provide a list of key roles involved (project management, design, technical development, admin) plus hourly rates charged for each and the amount of time you intend to allocate to each role.

4.4. Visual appearance

The site needs to be modern in look and feel, while uncluttered and simple to use and understand. At the same time, it needs to be engaging, with personality and friendliness – e.g. as demonstrated within the [Snowdonia National Park](#) website.

Accessibility needs to be built into the core of the design process and applicants need to demonstrate how this will take place. Criteria on Accessibility is in section 5.1.

4.5. Site navigation

Crucial to UX, site navigation needs to be intuitive, logical, and seamless across all devices including mobile and desktop. The mega menu must always provide context to the user as to where they are on the site, plus breadcrumb trails on each page. There needs to be no orphan pages (site dead ends) that cannot be easily stepped back from or exited. All pages need clear calls to action, and users need to be offered related content links to take them to other parts of the website when relevant, to deepen the journey of exploration. Users need to know when they are leaving the website on links and easily return to the site post exit. E.g. 'open in new window'.

4.6. Responsive design

The needs of the users come first and with over two thirds of visitors (Google Analytics site data) to the new website visiting on mobile phones, mobile first design is key. It is vital the new site CMS is responsive to all devices including desktop, tablet and mobile. The website will also need to adapt and adjust to various browsers and viewing sizes.

Responsive design is now standard, but there are degrees to how it is done (due diligence on compliance met on browser versions and device models). Mobile and other tablet users need to be considered as key to our audiences within the core of the design and the cross-platform experience needs to be seamless and elevate user experience whatever your browser preference. Mock ups will need to be provided to show visuals across devices where the CMS interface layout has been demonstrated to work in all these ways for the user.



4.7. Design inspiration

Example one: www.snowdonia.gov.uk

Snowdonia National Park's website on its look and feel and design elements such as, information hub, white space, mega menu, iconography, and routes within the site using 'Mapbox API'. The Lake District National Park Authority also has OS licencing but currently uses 'Aurora Stat Map' and is exploring Mapbox. [The Snowdonia global map](#) provides a great visual journey of their Park. Snowdonia's walking route filters work well and would apply well to LDNPA 'Miles Without Stiles' routes for searching the 50 routes by grade, location, distance, walking, cycling, bridleway and more.

Example two:

<https://www.nationalparks.uk/parks/>

Another great website is National Parks UK. Notably, the header carousel, video content and thumbnail layouts on landing pages.

Example three:

[Discover the National Trust | National Trust](#)

The call-to-action block on the National Trust page is clear and inviting. There is good Accessibility, very little text overlaid on imagery, and backgrounds have clear contrast levels, with nice flexible content blocks on events.

Example four:

[NPS.gov Homepage \(U.S. National Park Service\)](#)

Fast loading, attractive landing page layouts.

Example five:

[Adventure Challenges | Adventure Company | Maximum Adventure](#)

Functionality of the search facility is good with advanced filtering of content blocks tagged to various criteria. Also, use of iconography, the design work is good on the landing pages.

Example six:

[Visit Singapore Official Site](#)

This site has easy to find information and clear layout with good UX.



Example seven:

[The Plymouth Plan \(plymswdevonplan.co.uk\)](http://plymswdevonplan.co.uk)

The Plan section of Plymouth and Southwest Devon Join Local Plan microsite 2014 - 2034 provides inspiration for the Planning content on the new Authority website.

Example eight:

[Trafford Design Code](#)

Trafford's design code section and visual layout (pick and mix thumbnails make for good UX), overall, the site has some nice features.

Example nine:

[Manchester City FC](#)

Manchester City's website has clean UX, is fast loading and is a good working example of a commercial website.

4.8. Creative deliverables at conceptual design stage

These are the minimum design deliverable expectations for the appointed supplier:

- **Page toolkit** with custom and native CMS blocks. Content blocks within the website system will be used extensively by publishers over rigid templates to allow them to customise pages according to content need. See section 6.2 for further details on Content Blocks. The toolkit should visualise how each proposed block will look and demonstrate all variations of functionality. Using the page toolkit of possible building blocks suppliers will need to demonstrate:
 - Homepage
 - Header and footer nav block (how might it change between site sections)
 - Inspiration section
 - Header and footer navigation
 - Landing page and three section landing page examples
 - Three article page examples
 - Three news and events post examples with corresponding individual post pages
 - Three map pages



- Information hub
 - Header and footer navigation
 - Landing page
 - Three section landing page examples
 - Three article page examples
- Search results page

The appointed supplier needs to build in and cost all project elements e.g. design reviews within the project with members of the Authority team – including any time needed to amend changes requested and any further design options, changes, or refinements (build all costs into the quote).

5. Equalities, diversity, and inclusion

5.1. Accessibility

The Lake District National Park Authority is committed to delivering websites that are accessible in accordance with the Public Sector Bodies Website and Mobile Applications (No. 2) Accessibility Regulations 2018.

The Web Content Accessibility Guidelines (WCAG) is a set of recommendations for making websites and applications accessible to everyone.

The Authority has determined that the inspirational website must meet (or exceed) WCAG 2.2 Level AA, while the information hub website should aspire towards the more stringent WCAG 2.2. Level AAA standards.

A full audit of our website was conducted in 2021 by accessibility experts. See our [Accessibility Statement](#). It is important that the new website avoids:

- Inappropriate colour contrast. Always ensure good contrast between text and background tone, ideally with a ratio of at least 4.5:1. Always avoid mid-toned text. Keep layouts simple, ordered, and clear
- Improper use of text on top of images. No text used on top of photos, videos, or low-contrast backgrounds unless solid, high-contrast block tone background.
- No visual difference with link hover states
- Repetitive links with no differentiation of text e.g. derivative text such as 'Read more>'. Ensure all hyperlinks are contextual to describe clearly what someone clicking on them will be directed to



- No use of aria-label to provide textual context for elements
- No functionality for key presses to navigate the website and skip to content and provide a visual outline
- Improper hierarchy of heading elements
- Video content that is not accessible or transcribed
- PDF content that has not been designed for Accessibility

This is a summary of common failures, but full Accessibility testing, preferably with real world users will need to be carried out by the website supplier prior to the site launch before the LDNPA team UX test it with staff and stakeholders.

It is the website supplier's responsibility to test and to reach compliance. Content blocks in the new CMS for use by Authority staff need to generate fully accessible HTML code (e.g. ALT tags as required fields, header sizes correctly tagged).

5.2. Website testing tools

The Lake District National Park Authority uses [Monsido](#) software for collecting valuable data on website Accessibility and user experience from the existing website and will start to use this and other tools on the new website(s) during redevelopment for checking that prototype beta designs conform to the appropriate WCAG 2.2 standards. It is expected that the supplier can integrate the CMS with this system and meet standards of this tool on beta testing.

5.3. Meeting and going beyond our public sector equalities duty

The Lake District National Park Authority has a firm commitment to [equality](#), diversity and inclusion as an equal opportunities employer and works with partners to improve our provision in this area. Public bodies have a duty to eliminate discrimination, advance equality of opportunity and foster good relations between different people when carrying out their activities. This ethos extends to all aspects of site design, from ensuring that photography represents a diverse cross section of National Park users, through to content being accessible and translated into different languages by third party tools, such as Google Translate, irrespective of language or browser. Where content with known accessibility issues is presented (PDF or video), alternative options should be available such as HTML or video transcription.

The Lake District National Park Authority must ensure it fulfils its statutory duty to share information to the public. While we adopt an 'HTML first' approach to content creation,



there are occasions where complex data, large files or long documents require a more considered approach to support user experience. We also recognise that high-speed internet is not universal across the National Park. Therefore, a combination of HTML summary information, alongside accessible PDFs, or third-party integrations, can offer a more pragmatic solution. We welcome suggestions and guidance from our supplier.

The information hub needs to have a small file size footprint with fewer images to make content logical and clear, as with gov.uk websites.

5.4. Web archiving

The ability to archive and retrieve deleted content within the new website CMS is desirable. Disaster recovery needs to be outlined in your tender response as an interested supplier.

6. Technical requirements

6.1. The platform

The Lake District National Park Authority currently uses 'Squiz Matrix 5.5' CMS platform (alongside another five National Parks within a shared web portal. This portal used to house 15 websites; however, the majority of the National Parks have moved to WordPress or equivalent in recent years). We expect agencies to explain the rationale of their chosen CMS and how they would support our in-house team in migrating content from one platform to another. A summary of benefits of their preferred CMS should also be outlined in the tender response.

Although there are many approaches to development our preferred solution is:

- Custom-built CMS theme and child theme built using Bootstrap (or comparable CSS framework)
- Native block-building interface as opposed to e.g. WordPress Elementor, Divi, Visual interface
- CMS blocks where appropriate but extended functionality with some bespoke blocks for e.g. route pages embedding Mapbox API
- Advanced custom fields for extending post types, taxonomies, and blocks with custom fields
- Caching plugin to optimise for speed and reduce load times



- Optimisation of imagery and conversion to 'WebP' (block) design standards to reduce file sizes.

6.2. Content blocks

The new Lake District National Park Authority website will require a mixture of native and custom blocks to provide the variety of layouts and functionality envisaged. We anticipate native blocks to include the following.

- **Typography** (Paragraph, Heading, Quote, Pull Quote, List and Table)
- **Media** (Image, Gallery, Cover, File, Media and Text and Video)
- **Design** (Buttons, Columns, Group, Separator)
- **Theme blocks** (Query loop, Post Title, Excerpt, Featured Image, Content Date, Categories, Tags, Pagination)
- **Embed** – X, YouTube, Facebook, Instagram, LinkedIn

While native blocks will provide pre-built functionality, it is anticipated that some customer design work will be required to ensure that they seamlessly blend into the new design structure. The custom palette should be set up to display the theme colours, header font styles should match custom blocks and block widths should align with custom blocks.

Requirements for custom blocks will be developed within the project development phase to cover the wide range of needs and formats for the website.

Custom block examples:

- **Events and activities**

The facility for events and activities blocks with key fields 'date', 'time', 'organiser', 'geolocation' may be required on the website going forwards for example to promote guided walks (currently on Eventbrite) and other events such as board meetings, planning committees, things to do, what's on feed etc. Ability to pull events as a feed and to search is also key for potential What's on events/activities listings.

- **FAQs**

Accordion style blocks which can be built around tagging and searchable index, plain text, and images. In future developments this content will need to work alongside a potential web chat facility – where this content can be pulled into the automated chat



feeds. Ability to make some content sticky is also key. Example blocks include visitor advice, planning tips, key project info, employees, or volunteer FAQs.

- **Interactive and engaging**

For calls to action and to display UGC content and other purposes to be eye catching – possibly a Call-to-Action block, a sign up to news block, a teaser story block, facts and figures (icons) block, did you know blocks – all usable publisher-end, in-house.

- **Jobs and Volunteering**

For job vacancies and volunteer opportunities, text-based fields with the ability to change the field title – job title and closing date, salary, image fields. Clear tagging structure required to cross-reference with other content blocks. The need to link to online application process and FAQs.

- **Map-based elements (interactive maps with overlaid data)**

A route map block is required, possibly Mapbox API displaying OS maps that are interactive, dynamic, and seamless within the page, easy for publishers (admin level) to add new routes to within the CMS as promoted routes grow. Responsive to mobile, as two-thirds of visitors view maps on mobile devices.

Specifically, these interactive maps with overlaid data such as promoted routes, the maps and their functionality could be embedded directly or come from external scripts. Map content would be generated using tools such as the Mapbox GL JS library or StatMap Aurora/Earthlight Public and would be responsive to mobile and desktop.

The ability to toggle layers on the map is desirable such as points of interest and waypoint descriptions in some cases. Example content – cycle routes, Miles Without Stiles accessible walking routes, heritage areas.

Planning map block (possibly Stat Map Aurora or Mapbox), seamless map that is easy to zoom in and navigate, which may be quite data heavy.

- **Nature and landscapes**

Standard text blocks for nature with text fields you can change, some image fields, map integration, clear tagging structure to cross reference with other content blocks. Examples of blocks might be species fact file, landscape types, key communities, cultural heritage.



- **News and views**

A critical content block to 'plug in' to various parts of the site based on clear tagging structure. Content ranges from simple text-based articles and blogs to engaging easy to interact with video (housed on-site and YouTube) where video header blocks require video to be housed on-site. Other examples of content blocks are press releases, news articles, blog posts, audio, and video.

- **Publications and resources**

A block to house the display button to open key publications, reports, how to guides, facts and figures and to access advice. Text-based fields with the ability to change the field title according to specific outputs e.g. title, publisher, date. With some optional image fields. Content could be PDF, Word or more interactive MP4 or embed code for e.g. Campaign Monitor's 'signup to news'.

- **Post grid**

To pull out a specific number of posts from a variety of post types and present them in a grid. Must have ability to include image, title, link, and excerpt. The post grid block should enable admins to set number of items and columns and an option to include pagination. Also, the ability to pull in posts based on logic – date, categories, or taxonomies.

Options to include front end filters and search boxes will enable this block to be used on landing pages to pull in a variety of content. The table below shows the principle of pulling content in from various internal and external sources to be displayed in a filterable content grid. Specifically, we anticipate the following list of blocks (examples) to be included in the build of the new website.



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Principle layout that pulls in content from multiple on-site and off-site sources. Please note that this is not intended as actual page design:

<p>Inspiration content</p> <ul style="list-style-type: none"> • Landscape • Projects • Facts/figures • Wildlife • Photo posts • Blog/news • Things to do • Culture • Heritage • Etc. 	<p>Configured by website admins to select logic for feed into page -></p>	<p>Header image or Video</p> <p>Headline text and paragraph as required.</p> <p>-----</p> <p>-----</p> <p>-----</p>						
<p>Information Hub content</p> <ul style="list-style-type: none"> • Resources • Publications • Jobs/vacancies • Consultations • Etc. 		<p>Filtered article posts and articles or general selection if no filters.</p> <table border="1" data-bbox="894 957 1284 1136"> <tr> <td></td> <td></td> <td></td> </tr> <tr> <td>You might like</td> <td>You might like</td> <td>You might like</td> </tr> </table>				You might like	You might like	You might like
You might like	You might like	You might like						
<p>External content</p> <ul style="list-style-type: none"> • Events • Microsite feeds • Familial microsites • Partner sites e.g. RSPB 	<p>Footer</p> <p>Section title and sub text, socials area, contact details area</p>							

- **Banner image** - a featured banner image will be the focus on a page to provide an immersive intro of text (title, text, buttons) as overlay on top of a background video or image. Admin will require edit access to this responsive block. There will be full width or within container options, also landing versus subpage heights may differentiate content to the user to indicate where they are on the site. Also, layouts within the banner area. These all need to be responsive to mobile/tablet.
- **Carousel** - a collection of images will be displayed in a carousel (which can also be a header) with slide transition and ability for optional captions. The layout will be used as an alternative to native image gallery where content is suited to this option. This block needs to be able to pull in content and featured image from



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other post types such as a carousel of wildlife or stories with prominent summary text overlaid on each image. Functionality to integrate audio or video via clickable buttons or icons.

- **Announcement or alert** – time specific urgent information on parts of the website e.g. path closures with the ability to push 'site wide' if needed. Date based mechanisms for scheduled announcements (go live, auto expire).
- **Signposting** – Signposting block or range of blocks will provide clear calls to action letting visitors know they are leaving the website (button and menu items that link off to key areas).
- **Related content** – the new website will act as a gateway to other parts of the website (inspiration to information or reverse) or through to other related websites if they are built as separate entities within the brand family. This is a flexible content block which will house a variety of formats and selections of post types using taxonomy filters. The principle of many of these content blocks is to allow visitors to deep dive into the site(s) but also to return to the original pages from a deeper part of the site.
- **Tabbed or Accordion** – some areas of the site will need more in-depth information. This block will allow for further information in a way that does not overload page layout. Accessibility standards still need to be met.
- **Content blocks** - the chosen website supplier will need to provide visual mock ups of each block during design stage and account for development and customisation where needed. The blocks wish list above is a base requirement for the CMS blocks, and suppliers can very much propose alternatives and additional blocks to extend beyond this following their appraisal of our Authority needs.



6.3. Post types and taxonomies

The following taxonomies (categories, subcategories) and tags (tagged by keywords) will be used on the new website applicable to but not limited to following examples.

Example Categories/Subcategories	Example Tags by keywords
<ul style="list-style-type: none"> - Pages - Posts (up to 15 templates for content types such as route pages, blogs, video stories, places to see, FAQs, attractions, cycle hire, boat hire etc) - Publications - Things to do - Plan your visit - Consultations - Events - Job Vacancies - Walking Routes - Volunteering opportunities 	<ul style="list-style-type: none"> - Stories - Meetings - Landscape/Places to see - Facts and figures (did you know) - Projects - Culture - Heritage - Planning - Wildlife - Strategic themes <p>As content from the existing microsities may come onto the main site there may be additional custom post types.</p>

The taxonomies will become more critical as we distribute link information throughout the website and display within filtered, alert-style content blocks. While some taxonomies will be set up specific to each post type and power filtering and searching, there should be some generic taxonomies that link and group content across multiple post times. E.g. pulling out heritage related content from within publications, consultations, or events through a common taxonomy. Website admins may use taxonomies and other fields as part of the algorithms to select what content to display, web visitors might also use taxonomies to filter content.



6.4. Specific development requirements

There are a couple of custom development requirements for the new website.

Mapping: Mapping content on the current website ranges from route maps to planning data and visitor facilities maps. Currently the Authority uses Aurora Stat Map, there is a task and finish group underway to assess a fit for purpose mobile responsive mapping solution. Mapbox (API) could be a good fit and was used on Snowdonia National Park's website.

The requirement here for the website supplier to note is that the solution used on the new website needs to be a flexible solution that meets needs to add maps easily through the content management system interface (or equivalent CMS). This is to be served either through custom development on the CMS or by a plugin if available.

The UX between mapping solutions must be seamless to ensure sufficient consistency with design, layout, and interface. The chosen API (Mapbox, new version Stat Map Aurora, or both possibly depending on data type) will need to be workable within the CMS to embed new accessible walking routes and promoted cycling and walking routes on. UX between mapping solutions must be seamless – as with the Snowdonia example using Mapbox.

A global map: as with the [Snowdonia website Map](#), which is a primary link navigation allowing for a bird's eye view of the Park is desirable. This map will house all the layers on the map which are featured individually across the Park. Map layers will be toggle-able on routes, car parks, toilets, and ability to add points of interest in-house by CMS admins is needed.

PDF formats: PDFs are used for certain purposes and need to be accessible. The Authority only wishes to use PDFs where necessary. By exception, for longer publications, an on-page summary should be provided in HTML that links to a downloadable PDF. The ability to use tools to search PDF contents across the new website is desirable.

Load report and auto feed to The Met Office: a bespoke 'load report' functionality on current Lake District Weatherline microsite needs to be brought onto the new main LDNPA website replicating functionality of the current microsite. Fell top assessors upload daily winter weather reports daily within the CMS, December-April, with a report trigger in the code to automate 'information send' to the Met Office. There is also a Met Office feed on this website to integrate.



6.5. CMS user interface

Current UX on the Authority website is not up to standard; the CMS interface is not mobile friendly and fixed container widths are too small for today's larger viewable space on devices. Much of the current content has had to squeeze into this often-difficult smaller space from maps to other illustrative assets, while a 3-column layout has not been possible. The lack of mega menu has made for a clunky longwinded secondary navigation journey where content is not well tailored to audiences and there are too many secondary links displayed in the menu due to a lack of permissions on lock down of the IA.

Improvements on consolidation of content, clear signposting and streamlining of content to cater for specific user types is key. Navigation consolidation, removal of old redundant pages and content will lead to a more simplified experience for publishers and visitors online. The Authority is currently developing a content plan to refresh content across the site, using a new site map (proposed site IA in Appendix 2).

User permissions: are currently used for a broad range of content used on the existing website, a hierarchy of website content editors and administrators. Appropriate user roles should be developed to provide access to a limited feature set of content, post types, fields, and block types. For example, more experienced CMS users will have access to header images, menu items, raw HTML code in back-end user level etc. The website supplier needs to provide top-level admin with full access to the CMS including global templates.

6.6. Microsite templates

The Authority needs to be able to create microsities that share the same hosting and functionality as the main Authority website. The facility to create microsities for partnership work in the future, applies to small project websites where a more neutral brand image is required and to some visitor service sub brands.

One standardised website template or multisite equivalent will be required for the creation of the microsities for the brand family, which will apply to the five microsities within this project - to look and feel the same as the main website. All sites need to retain brand elements on font and layout with the ability to edit logos and colours on header and footer sections as required. Requirements include:

- common theme framework for partnership project/visitor websites



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- layout, font, colours, and styling that echo the main Authority website but provide opportunity for customisation (although basic requirement here is for ability to add own logo and links at the top and footer)
- ability for in-house team to create new websites through a defined workflow
- generic post types to be used to power pages, posts, events.
- generic container blocks to present a variety of content layouts
- page templates used to provide variation across the websites, within an agreed design framework
- three variations of headers and footers available to choose from
- content from posts and events available within a pre-formatted feed for use in the main website.
- ability to push select content from the main Authority site to microsites is desirable but dependent on cost

The principle of developing a common microsite template will provide multiple benefits including speed of development, consistency across the digital ecosystem and the ability to improve connections and signposts between the potential family of websites. The development it is hoped, will achieve economies of scale by enabling new blocks and functionality to be made available to other microsites on the platform or in the main Authority site – reducing duplication of effort.

There is a requirement in the build phase for a suite of five microsites. There is a need for supplier to consider the price of setting up each microsite within this project and an agreed fixed price for any new microsite within the ongoing SLA for three years into the future.

Within the build phase there is a requirement to build five basic microsites which are the same as the new Lake District website in look and feel but with different header and footer areas for their unique menus and top left logos. These include:

1. Brockhole: on Umbraco with separate supplier
2. Coniston Boating Centre: on Squiz as a subdomain microsite
3. Lakes World Heritage: on Squiz within main site pages
4. Nutrient Neutrality: on Squiz within main site pages
5. Lake District National Park Partnership: on Squiz within main site pages

Costing of each microsite needs to account for all potential costs - from domain name pointing (domains are all managed by LDNPA), to install of the microsite and hosting fees or size limits on space if applicable, accounting for SSL costs and admin time sending logins.



The new microsites for the Authority will need to be well-integrated within the main website framework and hosting platform (CMS microsites or multisite platform). Website content ideally needs to be searchable between microsites and the main website. The microsite solution needs to be part of the overall web solution and presented as such within the tender application. The website supplier needs to provide costings for further microsites once the project has finished with fixed prices for three years ahead on costs per microsite creation (within the example SLA, refer to the Checklist attached).

6.7. Search engine optimisation

SEO is an important aspect of the project, so suppliers need to clearly evidence their experience in this area. New website themes need to be set up in a search engine friendly format that can be used as the foundation for optimising further. The website should use a plugin or equivalent CMS technology to e.g. Yoast SEO, to enable input of meta tags and those that provide opportunities to optimise on social sharing. The website should be linked to Google Tag Manager for adding tracking codes.

6.8. Optimising content on size

The Lake District National Park Authority is committed to reducing its operational carbon footprint to net zero by 2030, and for the whole National Park by 2037. Server hosting and delivery of website content has potential to significantly reduce our digital footprint with no noticeable benefit to the website visitor on hosting space and energy to run, however it is important to the Authority that this benefit is delivered. As a rule of thumb, website content should be optimised, minimised, and served to the user if required. It should be delivered from a data centre ideally powered from renewable energy sources, where every effort should be made to enhance the green credentials of the end-to-end technical solution. Steps to optimise environmental impact overlap significantly with steps to optimise for performance. Requirements for this optimisation are as follows:

- streamlined and optimised code
- minified scripts and styles
- compressed and optimised images (theme files pull appropriate size images)
- lazy loading of website content ensures only viewable content is delivered



6.9. Web hosting

We require the appointed supplier to provide a managed web hosting environment and details of their proposed solution should be provided (refer to the Checklist – SLA). Hosting the current main website requires substantial Gb of disc space and Gb of monthly traffic. It is requested that the supplier provides costings for available options on disc space and bandwidth within the hosting SLA options. Configuration of web hosting should allow burst capacity beyond initial limits to enable room to grow, so suppliers need to demonstrate capacity for large corporate website hosting.

Servers should follow a regular maintenance schedule to ensure latest security patches and kernels have been applied with regular offsite backups of data. The server should be protected by a firewall, with specific website security provided – which will be recommended and demonstrated by the website supplier. A 24-hour monitoring service should provide an alert system for any outages or cyber-attacks with DDoS protection provided through a service such as Cloudflare.

The new website will be subject to monthly vulnerability scans by the Authority with the expectation that critical vulnerabilities will be resolved by the supplier within a week of detection, medium vulnerabilities within two weeks and low vulnerabilities within a month.

We also require the ability to launch additional microsites when required within the CMS (CMS clone or multisite environment). A separate cost should be provided for additional sites within the SLA.

To enable adequate testing of updates or new features, the ability to create staging environments in addition to live server will be highly beneficial. The staging website should be hosted separately to the main website with an option to create and edit databases using PhpMyAdmin or equivalent.

There is also a requirement for additional staging or beta site(s) to be made available in good time to be worked up by staff at the Authority over six months or more, during the development phase of the project – for them to add site content to the main site and the microsites. It is the expectation that hosting of the main beta site will be made available once the build of the templates and the key landing pages populated are tested and signed off. Integrations will also be tested on this beta hosting environment going forwards after the site is live. By the time the main site launches at least one microsite needs to be under development within the beta staging site area.



The beta site(s) staging environment will help test new integrations post go live in a sandbox environment. It is expected the response to this ITT contains a clear timeline for this project to provide a live website by September 9, 2025.

7. Website content

7.1. Content migration

Most of the project will involve migration of existing site content assets such as blogs and news articles and some PDF content such as committee papers. Many PDFs, images and other assets will likely be manually uploaded to keep the hosting space fresh and efficient with only the required content moved across during beta site population, to remove site ROT (redundant, out of date and trivial content).

Website copy will be polished, some rewritten and new images and audited PDFs uploaded to the new website as part of a separate content plan and upload project. While the website supplier will be expected to create landing pages with 'example copy' on to complete the suite of key templates e.g. 'Explore' landing pages, route pages, FAQ pages etc, it is not considered part of the website project for the chosen supplier to write new website copy or populate it on the new websites.

It is expected that blogs and news can be bulk imported to the site by the website supplier with permissions to access the current CMS to export out if this is possible system to system. Analysis of existing content has highlighted a possible migration strategy:

- **Automated migration:** transfer of data for posts and custom posts where it may be possible to migrate content across but not for it to display as a blog (there may be manual work here on website supplier side to cost in). This should transfer to the new CMS (to be agreed how well this might work from custom field to corresponding custom field), there may remain some work on the supplier side to manage how this works from Squiz Matrix 5.5 to new CMS.
- **Manual migration:** bulk migration is not possible for some content (possibly blogs and news included) as much of that content may need to be reproduced from a new set of CMS blocks. For migration, any relevant fields should be



migrated into a holding place for reference purposes and assistance during content recreation.

Following migration and attesting; where appropriate, blocks and design layouts are available for testing, the Authority will require assistance to set up pages and content that is consistent with the design vision. To keep the project lean, CMS top-level admin initially will maintain quality on the site, whereby the Online Manager will roll out content on the beta site(s), with training for web editors to follow in a separate session once the quality of work is in place to maintain.

It is expected that Lake District National Park Authority publishers will be sufficiently unskilled in web design and UX to populate first version pages. There are too many factors to consider; UX, audience segmentation, SEO on site, Accessibility, and compliance. For this reason, the Online Manager will populate all key secondary level template pages made by the supplier in build stage.

It is expected that the appointed website supplier will work with the Authority to train a handful of users on the CMS in a training session after the beta site is populated. Within the response to the ITT, the supplier will need to price in time to demo the CMS to this audience. Training materials (PDF) will also need to be costed (all levels of publisher).

The website supplier will be determining key pages required and how they fit together, setting key landing pages up (primary links) and populating with provided content through blocks on clear user journeys, using good onsite SEO best practice and Accessibility guidance and communicating how to maintain quality of pages to the Online Manager in support materials.

7.2. Copywriting

The successfully appointed supplier should provide a written document on content principles for the website for the Online Manager to use within the Authority's Online Toolkit: tone of voice (from the brand guidelines and editorial) SEO principles article structure, Accessibility, brevity, key grammar principles, and how they should be applied in proposed design and block structure.

7.3. Imagery and video

All photos and videos are assumed to be provided by the Lake District National Park Authority team unless stated otherwise.



The new website provider will need to allow for creation, sourcing and purchase of icons, illustrations for use on the site. Where bespoke illustrations are designed, the Authority needs to be provided with raw EPS or PSD files. All site videos that include spoken audio should include subtitles in line with Accessibility best practice. Advice from the website supplier on best application is sought, in terms of how to best present these on the website.

7.4. Futureproofing and ownership of content

The new websites should be created to maximise longevity (5-8 years minimum life cycle) including the use of industry standard technologies where practical. It is a requirement of this process that the theme, website, database files, imagery, and other outputs (technical diagrams, information), should become the property of the Authority.

All copyrights, usage rights and licensing rights need to be assigned to the Authority alone. The successful supplier or organisation building the website must document any third-party plugins or services subject to additional licences including renewal periods and costs. The Authority requires the ability to receive all original site files and code to enable a smooth transfer to a third party if required and without cost.

8. Project management approach

8.1. Service process

Given the complexity of the project and various internal stakeholders, we see an overarching project structure similar to below. As the project develops into build phase, functionality and/or sections and microsites will be accelerated through stages at different times in development sprints to be agreed when the project starts. The inspiration website for example, can be delivered on a different schedule to the information hub.

Stage 1: Design development

- The Authority global requirements (Autumn 2023 workshops) are shared
- Detailed timeline is produced by supplier
- Initial design capture meeting takes place
- Initial mock-ups, concept designs of key pages – gained feedback
- Refinement of key pages – with sign off



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- Full design layouts for a full set of key pages – ready to go
- Full design layouts for all content blocks
- Design concepts to be reviewed by the Authority and supplier side by Accessibility experts to highlight potential issues early on (it is expected Accessibility and UX compliance is met by the supplier)

Stage 2: Build stage

- The main website is built ready to populate on the staging site
- The successful supplier will need to measure and demonstrate right level of Accessibility and provide level 2.2 Accessibility reports at first build example stage, including level 3 Accessibility reports for the information hub based on flexible templates and assets built in the CMS
- As design elements are approved, they can move to technical build stage
- Build of key pages set up by supplier – ‘what good looks like’ on key landing pages for Visit, Explore, Protect, Planning, News, The Authority, Information Hub, with example content
- UX and Accessibility is checked during development before beta site handover
- Development of content blocks for all types of content are developed by the supplier in advance of the beta site for adding content
- Sign off on all content elements including custom blocks before beta site begins - all design and functionality has been met and built
- Set up a workable beta site for the Authority to add main site content
- The Authority populates the beta site following key page design principles, guided by example pages produced by the supplier (top level).
- Regular review sessions on Teams to address any potential issues

Stage 3: Test and launch stage

- Further rigorous testing of all site elements and blocks by the new website supplier to ensure the beta site meets compliance and design standards (Compliance is built into the heart of the design and build – Accessibility, mobile responsive, cross browser compatibility, intuitive site IA)
- It is important that the beta site user testing workshop to be held by website stakeholders, is not used as a way for the supplier to identify issues, late in the project. It is expected that there will be little, or no issues based around standards of design and responsiveness of device or browser platform at the point of user testing the beta site in draft mode
- The supplier needs to specify in the ITT the level of ‘backwards compatibility’ testing (browser version, device, model on mobile). The supplier will also test on



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all devices the UX including tablets and desktop monitors and laptops to cover the range of options in the marketplace used by our online visitors

- The supplier will need to measure and demonstrate the Accessibility and provide level 2.2 standards reports pre go live. Without compliance, the site will not launch, there will be no additional costs to making the site compliant.
- Once the beta site is built in draft, the Authority will user test the site in-house for good UX (relevant seamless journeys and intuitive search - based on persona scenarios within the user testing workshop)
- User testing workshops with key audiences will not be the expectation of the supplier, rather the Authority will feedback any issues it finds
- Page speed optimisation will be tested by the website supplier, to ensure that all landing pages and subpages have been optimised for speed which will impact SEO, page load speed and environment impact
- It is also expected that in the CMS there will be little space for error on image upload with size limitations applied on file upload size across document type and an image optimiser tool to crunch images of large size
- On go live, there is an agreed date to go live (9 September 2025) to allow for any issues within the first week of launch, with availability out of hours for any issues to fix within that first week period
- Before go-live, all SEO redirects for key pages of large traffic are set up
- Before go-live one of the microsite CMS' is set up in beta staging platform with logins for the Authority to add content
- The build of the final four microsities will take place following the launch of the main site and one microsite. This will include the remaining of the 5 sites (Coniston Boating Centre, Nutrient Neutrality, Lakes World Heritage, Park Partnership and Brockhole), required to go live by 31 December 2025.

Stage 4: Review and Refinement

- Throughout the project, the Authority requires regular meetings to review progress and functionality and to report and resolve issues
- Allowance should be made for limited minor design changes at build stage
- Examination of micro interactions and hover states (website supplier use of tools that show how users testing the pages move their mouse and how effective placement of calls to action etc are on the page). It is expected that the website supplier will run some user reports on mouse interactions.



Stage 5: Ongoing support

- It is envisaged that meetings will take place at key milestones throughout the project to review progress. Typically, these will be via Teams or telephone. Cost should be included in overall fee proposal with a clear description of number and location of meetings along with any qualifications
- It is expected that final tweaks to the UX will be made with no additional cost ahead of go live (main site and microsites). Any qualifications on what falls out of reasonable requests will need to be listed in advance to ensure expectations are met
- It is envisaged that a small online training group for web publishers of the site will take place on completion and just before go-live which will then roll out for all staff in-house when needed. This can take place on Teams

8.2. User testing with key audiences

User testing of the completed main website beta site (before going live) will take place within the Authority, in-house at no cost to the supplier. This will be done via a day of workshops with users who will be given various scenarios to look up key content across the site and to feedback. How they search and interact will be observed. The users will be a good range of representative users for the website.

However, as the supplier is presenting the design concept at mock up stage, the Authority will look at logic of the menu layout and structure in a group online meeting together with the supplier, to capture good UX early on.

While requirements gathering was carried out by the Authority in-house in Autumn 2023, (requirements gathering, goal setting, card sorting), it is expected the chosen website supplier will still advise on best practice IA and UX and help with the chosen IA with a view to the Authority implementing any suggestions taken on board that the website supplier might advise.

Costs of the mock up presenting session will need to be included in the ITT response with a clear description of what allowance has been made plus any qualifications and caveats to this approach if you see a different and better approach to inform on site structure and layout of content. It is expected that the design phase will identify any fundamental design or layout obstacles and that these will not be left to be picked up during the user testing phase with internal and external stakeholders.



After user testing takes place in-house prior to site launch, it is expected sufficient time is allowed for the website supplier to implement key recommendations that may arise before launch. The user testing (UX) workshop on the staging website will likely identify problems with implementation of block structure, content, calls to action on the site.

Post launch, a mechanism to allow the Authority to conduct A/B testing (page-by-page basis) should be identified. This ITT demonstrates some user scenarios for key audience groups (Appendix 1) which allows the successful supplier to understand how to test the logic on user journeys when it comes to them building page templates and block layouts.

9. Project deliverables, timeline, and budget

The Authority invites the supplier to design and develop the following elements:

- Development of a central 'inspirational' website for the Lake District National Park and underpinning 'information hub' database site area
- Development of a core website CMS theme – inspired by and connected to the main National Park Authority website that can be used to build microsites quickly and easily for partnership projects
- Development of five microsites (cloned CMS or multisite platform) as part of the project with exact CMS look and feel of the main website

Main website (lakedistrict.gov.uk) and five microsites to build:

- Coniston Boating centre microsite
- Nutrient Neutrality microsite
- Lakes World Heritage microsite
- Lake District Partnership microsite
- Brockhole microsite

The project should follow the proposed key dates as follows; however, the supplier once appointed will provide a more detailed project plan:

- Tender return date – 1 July 2024
- Shortlist announcement – 10 July 2024
- Stage 2 interviews (pitch your approach in Kendal) – 22 July 2024



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- Award of contract – 23 July 2024
- Launch main site (with one of the five microsites in beta platform) by 9 September 2025

The Authority anticipates the overall value of the contract should be no more than £50,000 exclusive of VAT over the term of the contract. This figure does not include ongoing hosting and support SLA costs and is an indicative figure only. If the price exceeds this amount, it will be considered.

The contract is set to run in under 18 months, with the main LDNPA site going live on 9 September 2025, at which point one of the five microsites need to be in beta test site stage at minimum (CMS set up on a staging platform for LDNPA to populate). The response to tender must provide a detailed cost breakdown of the build and hosting and support costs (SLA) in year one (build) and years two to three (fixed costs). The Authority reserves the right to extend the SLA to a further two years subject to agreeing costs with the successful supplier.

Gated payments: There will be gated payments made at milestones in the project as follows (timelines may change following your response to tender):

1. 12.5% gated payment on successful sign off of mock-ups (October 2024)
2. 12.5% gated payment on launch of beta site (February 2025)
3. 50% on go live of website plus one microsite beta site stage (by Sept 9, 2025)
4. 25% on completion and go live of all five microsites (by December 31, 2025)
5. The SLA contract will be separate and will kick off within the project when the hosting is required (beta site stage and onwards).

10. Requirements for tender responses

All tender applications must demonstrate the requirements and capabilities of provision of the services by providing a response to each of the technical questions set out in the Appendix 2, section 12.1.

10.1. The application process

Any requests for clarifications relating to this ITT must be submitted via 'The Chest' application portal. The Authority will respond to all reasonable clarifications as soon as possible via The Chest, which will be viewable to all applicants.



The Authority reserves the right (but is not obliged) to seek clarification of any aspect of the supplier's response during the evaluation phase where necessary for the purposes of carrying out a fair evaluation. Suppliers are asked to respond to requests promptly.

- template proposal in relation to technical requirements in Appendix 2 (12.1)
- template proposal in relation to commercial response in Appendix 5. (15.1-15.3)
- the contract in Appendix 6 does not need to be submitted

This is intended as a guide, but while the Authority intends to stick to this schedule, it does reserve the right not to do so at any stage.

The proposed procurement timetable is:

- Tender submissions returned by: 1 July 2024
- Shortlist announced: 10 July 2024
- Stage 2 interviews (pitch approach in person): 22 July 2024
- Appointment of new supplier: 23 July 2024
- Launch of main site and 1 microsite in beta staging platform by: 9 Sept 2025
- Launch of all 5 microsities by: 31 December 2025
- Budget: £50,000

Your final proposal technical requirements (quality) and commercial requirements (price) elements from Appendix 2, together with your signed declarations as set out in Appendix 5 will be required to be submitted through the Chest portal by 12 noon on 1 July 2024. Suppliers must also submit all mandatory items on the checklist attached to the ITT (e.g. company CV, References, hosting/support SLA).

Please note that the Authority is not requesting variant bids in relation to this ITT. The Authority shall disregard any unsolicited variant bids.

The supply of services agreement the Authority proposes to use is attached to this ITT in Appendix 6 (the Contract). By submitting a response, suppliers are agreeing to be bound by the terms of this ITT and the Contract with no further negotiation or amendment.

Service providers should note that this ITT, qualified by their tender and any subsidiary documentation recording any clarifications during the procurement process, will be incorporated into the Contract. Any attempt to limit the contract validity of this requirement will result in any tender being rejected.



The following documents shall form the contract between the Authority and the service provider:

- a) This ITT
- b) The service provider's tender (including commercial response and any clarifications thereto)
- c) The Contract

This ITT shall not disclose their tender in whole or in part to any third party without express permission of the Authority until after the Authority has made its final decision regarding award of the Contract.

Suppliers should advise the Authority as soon as practicable in the event of discovering a potential or actual conflict of interest arising in respect of their tender. In such circumstances, the Authority may require further information from the supplier but reserves the right to disqualify the supplier from further involvement in the tender process.

The Authority does not envisage the terms of the Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) being applicable in this instance. However, it is the responsibility of the suppliers to consider whether or not TUPE is likely to apply in the circumstances of this procurement exercise and act accordingly.

Each supplier is required immediately to bring to the Authority's notice any change in its membership, financial or other circumstances – or, where the supplier is a consortium, any change in the membership, financial or other circumstances of the members of the consortium – since the submission of their single procurement document (SPD) and such change may only be made with prior written agreement of the Authority.

Any additional information provided by a supplier pursuant of the requirements of this ITT will be evaluated in accordance with the selection criteria in respect of such information in the SPD. The Authority will not withhold its agreement unreasonably, but such agreement will be conditional on the supplier continuing to meet minimum standards a set out in the SPD.

Each supplier is required to bring to the Authority's notice immediately any change in the identity of any sub-contractor (i.e. any person whom it is proposed by a supplier in any tender response to sub-contract the provision of the requirements of the Authority), since the submission of the SPD and such change may only be with prior written agreement of the Authority. Any additional information provided by a supplier pursuant to the requirements of this ITT will be evaluated in accordance with the selection criteria in respect of such information in the SPD.



Where a supplier is a consortium, please note that only one tender response from the consortium, identifying the lead consortium member (which will be responsible for the administration of the contract and which shall also act as the central point for payment purposes), will be accepted. The Contract and ancillary documentation will be entered into with all members of the consortium who will in this circumstance each be required to execute the Contract and all ancillary documentation, evidencing their joint and several liability in respect of the obligations and liabilities of the Contract.

The Authority requires all suppliers to identify if they propose to sub-contract the service provision to a sub-contractor and which sub-contracting arrangements will apply in the case of their tender. For the avoidance of doubt, only one tender should be completed and returned providing separate information in respect of each subcontractor.

10.2. Evaluation criteria

The overall award criteria weighting for this tender is:

- Technical requirements (quality): 50%
- Commercial response (price): 50%

The Authority will award the contract on the basis of the 'Most Economically Advantageous Tender' (MEAT). Meat shall be identified by determining the tender with the best price to quality ratio – combining technical and commercial scores awarded, to identify the service provider with the **highest overall combined score**.

Tenders will be assessed using the following award criteria:

- Commercial response (price) will have a weighting of 50%
- Technical requirements (quality) will have weighting of 50%, breakdown:
 - User-centric approach 25%
 - Accessibility and equalities 10%
 - Brand and design approach 20%
 - Project management and evaluation 20%
 - Technical approach and experience 20%
 - Sustainability and 'Fair Work' first 5%

The technical requirements element will be evaluated independently of the commercial response element of the tender. Members of the technical evaluation panel (TEP) will undertake individual scoring of service providers' responses to the technical



requirements. Scores are arrived at following the application of scoring mechanisms set out below to the supplier's tender.

Suppliers are required to submit a tender strictly in accordance with the requirements set out in this ITT, to ensure the Authority has the correct information to make the evaluation. Evasive, unclear, or hedged tenders may be discounted in evaluation and may at the Authority's sole discretion, be taken as a rejection by the supplier of the terms set out in this ITT, in which case the relevant supplier may be excluded from this procurement exercise.

Following evaluation of tender submissions, the Authority at its sole discretion reserves the right to invite the highest scoring suppliers to an interview (pitch) and the relevant suppliers will be required to attend any such interview. The Authority reserves the right at its sole discretion to exclude from the procurement, any supplier which fails to attend any such interview.

The purpose of any interview process is to gain a greater understanding of a tender and will generally take the form of a short presentation by the supplier to the Authority in relation to their tender submission, followed by a question-and-answer session.

Interviews will be used by the Authority to moderate the quality score assessments of the tender evaluation. As such, scores achieved by a supplier during the evaluation of its tender submission may be revised (up or down) and the score awarded to a supplier revised following that supplier's interview.

Following the evaluation of tender submissions and any interview the Authority elects to conduct, the Authority will finalise its evaluation of tender submissions. Where individual evaluator's scores for particular questions differ significantly from one another – i.e. a difference of two steps or more in the marking scheme – the scores and the comments will be discussed at a moderation meeting. Following any moderation meeting, the final score for each question will be calculated using the mean average of each evaluator's individual score.



10.3. Evaluation of technical requirements

Technical requirements for this tender carry an overall weighting of 50%. The weightings allocated to each subsection and question within the technical requirements are shown below.

The scoring methodology is 0-4 as detailed below.

Score	definition	Description
0	unacceptable	Nil or inadequate response. Fails to demonstrate an ability to meet the requirement.
1	poor	Response partially relevant but generally poor. Response addresses some elements of the requirement but contains sufficient or limited detail or explanation to demonstrate how the requirement will be fulfilled.
2	acceptable	Response is relevant and acceptable. The response addresses a broad understanding of the requirement but may lack details on how the requirement will be fulfilled in certain areas.
3	good	Response is relevant and good. The response is sufficiently detailed to demonstrate a good understanding and provides details on how the requirements will be fulfilled.
4	excellent	Response is completely relevant and excellent overall. The response is comprehensive, unambiguous and demonstrates a thorough understanding of the requirement and provides details of how the requirement will be met in full.
Evaluators can award a score of 0,1,2,3,4		

Suppliers should be aware that if their response to **technical requirements** criteria does not achieve a **minimum score of 2** then your response will not be taken forward to the price or quality ratio evaluation.

Technical requirements response will be evaluated using the below method:

- Individual question score (as a percentage) x question weighting x the section weighting = question weighted score.
- Sum of all question weighted scores within a section = total section weighted score.
- Sum of all section weighted scores = overall technical score for each bidder.



10.4. Evaluation of commercial response

The commercial response of this procurement exercise carries an overall weighting of 50% and will be evaluated independently of technical requirements response.

The sum-total provided by each supplier for the project shall be used to identify the lowest price. The commercial response will be evaluated using the formula:

$$- 100 \times (\text{lowest price} / \text{your price})$$

The lowest price compliant tender will be awarded the maximum price score of 100. All other compliant tenders will be awarded a score proportionate to the tender with the lowest price. Your score will then be expressed as a % of the 50% allocated to the commercial evaluation.

10.5. Combined score

The supplier with the highest compliant combined technical requirement response and commercial response score will be awarded the contract as the successful supplier.

11. Appendix 1: Audiences

11.1. Key audience summaries

National Park Authority	National Park communities and consumers
<ul style="list-style-type: none"> • Staff (and potential staff) • Partner organisations • Members • Volunteers • Government and MPs • Media • Businesses • Farmers and landowners • Communities (planning) • Interested parties e.g. academics and conservation organisations 	<ul style="list-style-type: none"> • Visitors • Superfans • Communities (National Park and Cumbria) • Businesses • Farmers and landowners • Outdoor education providers • Interested parties e.g. academics and conservation organisations • Media

A) Communities and businesses:

Background information:

- Lake District National Park is home to over 42,000 people
- The National Park brings together lots of distinct communities, There is a need for residents to feel proud of their National Park and their role in protecting it
- Feedback in workshops is that there should be a distinct journey for those who wish to have a more transactional relationship with the Authority e.g. planning applications, where the needs of the user are to visit, find information fast and leave. On the other hand, those local residents that wish to get involved, they need a more inspirational journey which encourages deeper dives and extended page views



Key sections of the website could include:

Inspirational site	Information hub
<ul style="list-style-type: none"> • Culture and heritage • ‘Our work’ (protecting the National Park in many ways – farming nature recovery, climate action, etc.) • Volunteering opportunities • Supporting communities • History of the National Park • Vision 2030 • World Heritage Site inspiration and signposting 	<ul style="list-style-type: none"> • Park Partnership Plan • Consultations • Major developments or projects (e.g. Love Windermere) • Newsletters • Planning and development • Meetings and events • Jobs • World Heritage Site toolkit and information • Information for educators • Design Code

Example user scenarios

- What’s happening with my planning application?
- I want to know what’s possible within development
- I want to find out what consultations are taking place
- I want to get my opinion over to the Authority
- I want to find out about the planning process
- I want updates on news in the Park – work on conservation etc
- I want to find out more about my community and how to get involved
- I want to reduce carbon emissions on holiday
- I want to use the site for learning resources as a teacher or student
- I want to use the World Heritage Site branding for my business



B) Visitors:

Background information:

- 19 million people visit the National Park yearly
- People come to see the special landscape and its heritage
- Most people on the website are first time visitors
- Increasing numbers of online visitors are younger people
- First time visitors are a target audience
- We want to ensure the National Park is accessible to the widest group of society, for example our 50 'Miles Without Stiles' routes
- The majority of visitors to our website, searching for things to do in the Lake District, are interested in walking activities. Our popular visiting content is also: On the Water, Things to do, Places to See, Where to Stay and iconic routes e.g. Scafell Pike, or family activities
- Visitors are primarily served visiting information and itineraries through the Destination Management Organisation, Cumbria Tourism, who are a partner and who we work with closely to align messaging.
- The type of visitors interested in the Authority site are often entry level, looking to plan their visit and find entry level walks, activities, places to visit in the National Park. Knowledge about the place may be low, so our messaging and user journey needs to be simple with no assumed prior knowledge
- Most day visitors to the National Park come from within a two-hour travel window (Manchester, North East etc). The Authority encourages these visitors to travel to and around the Lake District by sustainable transport (train, bus, bike, boat, foot, EV) and to be a responsible visitor whilst here and follow the Countryside Code.



Key sections of the website:

Inspirational site	Information hub
<ul style="list-style-type: none"> • Landscapes and scenery • Wildlife • Plan your visit • Places to see • Things to do • Visitor Services or attractions • Walking routes • Access for all • On the Water activities • Cycle Hire • Boat and Paddleboard hire 	<ul style="list-style-type: none"> • Access alerts e.g. path maintenance • Outdoor access • Visitor maps/guides • Boating byelaws • Renewing your boat permit • Recreational road permits • Fishing permits • Reporting a ROW problem

Example user scenarios:

- I know nothing about the National Park and want to learn
- I want the key takeaways of the National Park including the special qualities
- I want to research the best accessible walking routes and popular places
- I am overseas and want to know where the National Park is
- I want to learn about bike hire and routes
- I want to learn about getting on the water and hiring boats
- I wish to buy a boat licence or renew my licence
- I wish to gain access to an unsealed road
- I wish to gain access to film at the National Park
- I want to learn about climate change and greener visiting
- I wish to learn about public transport and visitor facilities and attractions
- I am interested in wildlife e.g. ospreys
- How do I get to and around the Park as a wheelchair user?
- What support is provided to help me access the Park?
- What initiatives are taking place in the Park to support my community?
- How can I get involved in shaping the future of the Lake District National Park?



C) Farmers and landowners

Background information:

- Most of the National Park is privately owned, 4% owned by the Authority
- Ownership varies from e.g. Forestry Commission and National Trust to whole estates and landowners
- Landowners and tenant farmers balance land management priorities with handling impacts of visitors and supporting our communities
- Many landowners consider themselves as temporary custodians, with their families looking after this land for many generations
- Our farmers and landowners are a key part of our plan to be a net zero National Park whilst supporting culture and nature. This will be achieved by land managers working together to reduce emissions, invest in natural capital, increase carbon storage, and sustain our Agri-environment farming system
- We are focused on managing the land through: People, Place, Climate, Nature

Key sections on the website:

Inspirational site	Information hub
<ul style="list-style-type: none"> - Land management - Cultural heritage - Supporting communities - Climate action - 2037 - Special landscape qualities - Farming and nature recovery - Planning for nature recovery - Landscape conservation - Woodland creation - Priority species work 	<ul style="list-style-type: none"> - Partnership Plan - Nature Recovery Plan - Funding opportunities (e.g. FIPL) - Planning and development - Contact the Authority - Whole estate plans - Local plan - Design Code - Weekly planning info

Example user scenarios:

- I wish to discover any potential funding schemes I might be eligible for
- I wish to learn about woodland creation and other conversation matters
- I have a question and need to know who to contact.



D) Partners and Stakeholders

Background information:

- Diverse group from NGOs to National Trust, Cumbria Tourism to local authorities, charities and specialist groups and organisations
- Many have a similar ethos or goal, and 22 partners are in the Lake District National Park Partnership, which collectively develops the Management Plan for the Lake District – the Partnership’s Plan
- Many partners are highly active with the Authority, and this makes the website less crucial for this audience type

Key sections of the website:

Inspirational site	Information hub
<ul style="list-style-type: none"> - Climate action - Landscape conservation - Nature recovery - Nature and wildlife - Rural development - Planning - Land management - Sustainable tourism - Facts and figures - Net Zero 2037 	<ul style="list-style-type: none"> - Corporate policies - UK National Parks - Publications and consultations - Partnership plan - World Heritage Business Toolkit - Range of publications and resources

Example user scenarios:

- I need to be able to access the Authority’s strategic planning documents
- I need visibility over conservation projects the Authority is working on.
- I have a meeting with the Authority and need to see office location
- I need to send documentation to head office
- I need information about a board member



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11.2. Personas

Following our Discovery work to determine website requirements, we developed a range of audience personas, sample below. These personas illustrate desired state actions following engagement with the LDNPA, using ‘Think, Feel, Do’ as indicators of change.

Illustration: Three key personas with ‘think, feel and do’ examples:

‘Think, feel, do’ examples



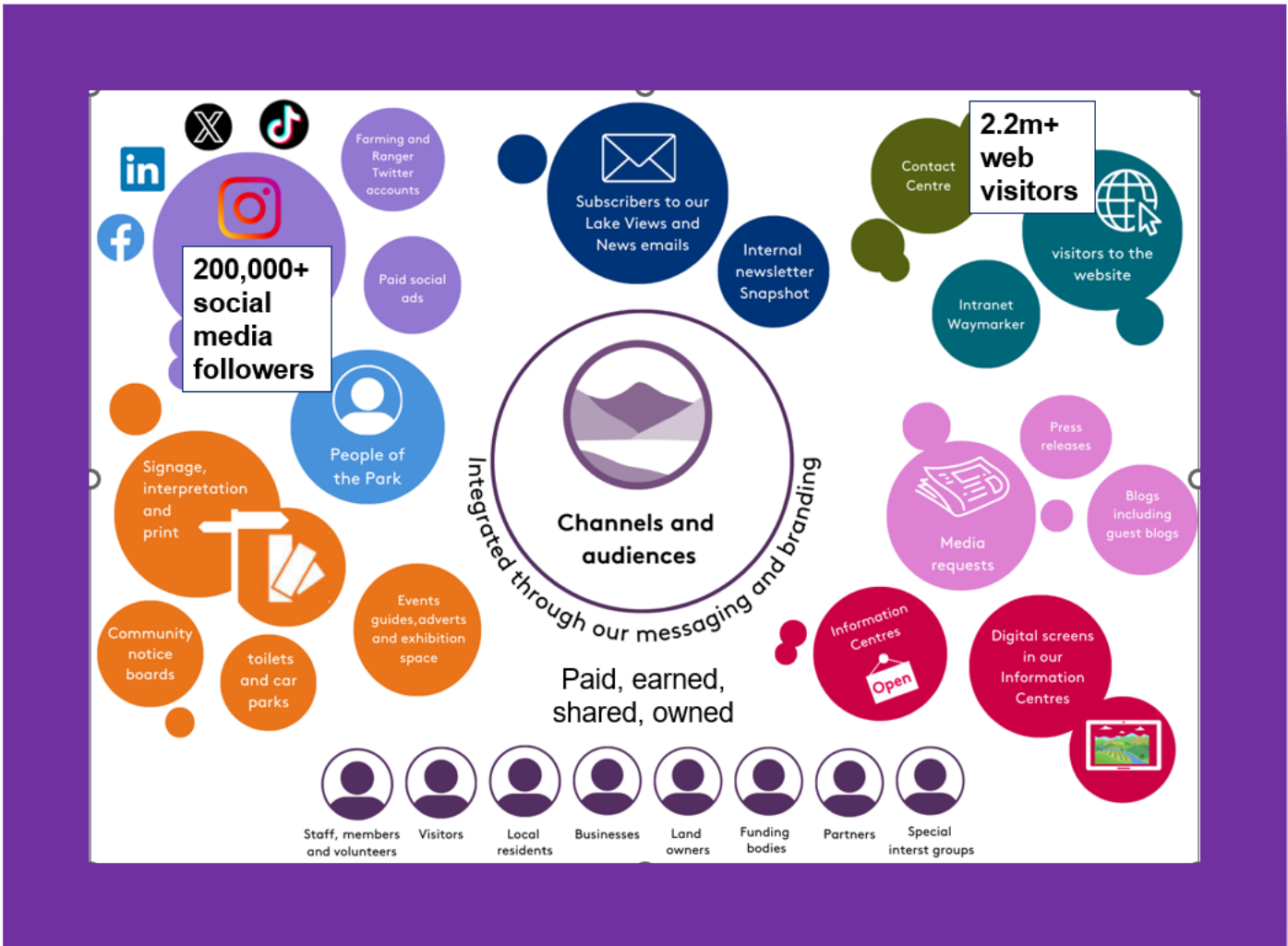
<p>“I think the Lake District is thriving and protected”</p> <p>“I feel I belong here”</p> <p>“I tell others about my successful business”</p> <p>Channels: Local media, parish news, email</p>	<p>“I think sustainable travel is an option for me.”</p> <p>“I feel I’m helping look after the Park”</p> <p>“I use the bus or car-share.”</p> <p>Channels: Email news, Facebook, BBC news</p>	<p>“I know how to get information to access the Lake District”</p> <p>“I feel energised to connect with nature.”</p> <p>“I share my experience.”</p> <p>Channels: Instagram, TikTok, YouTube</p>
		
<p>Betty is: Broad engaged: community and business</p>	<p>Sarah is: Broad engaged: consumer (visitor)</p>	<p>Kitty is: Opportunity: first time visitor</p>

Illustration: LDNPA Audiences and channels overview (2023 figures)





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12. Appendix 2: Technical requirements

12.1. Technical requirements template

In relation to services described in section 9 of this ITT, the supplier must demonstrate requirements and capabilities of provision of the services and project by providing a response to each of the questions below. **Tender responses must not exceed 750 words per individual question in this section.** Please also refer to the Checklist of mandatory and optional requested documents.

a) User-centric approach (25%)

Please detail how your organisation will seek to better understand audiences that use our website(s) and design the end product with the users firmly in mind.

Particular attention should be given to explaining your overarching user experience (UX) approach, your experience in gathering and applying audience insights and how you will develop and test user journeys to ensure they meet needs of our target audiences. We would anticipate the successful supplier to incorporate good UX as part of the iterative process through the website's development and not just at the start or end of the process.

b) Accessibility and equalities (10%)

As set out in this ITT, the Authority is committed to delivering websites that are accessible to the widest range of audiences possible. We are also keen to ensure the finished product reflects our long-term commitment to the National Park as being a Park for all. **Please set out in your response how your organisation will approach Accessibility and Equality issues**, with a focus on how you would go about achieving minimum AA Accessibility standard (and AAA on the information hub), based on WCAG 2.2 guidelines.

c) Brand and design approach (20%)

We are keen to establish a clear connection between the various parts of our digital estate, aiming for a level of consistency across the inspiration and admin parts of the main site and a strong 'family resemblance' for future microsites. We are also looking to achieve a clean and uncluttered and easy to navigate design, which showcases the unique nature, people, and places of the Lake District National Park. In your tender



response, **please detail your overarching approach to design**, including illustrative examples if you wish – how this approach related to audience insights/UX and how you would propose creating a cohesive family of websites (main website and microsites).

d) Project management and evaluation (20%)

Outline your proposed approach for managing and evaluating the project, including but not limited to the identification of key timescales for the implementation of each milestone of the project, from design through to delivery and launch, including testing periods - prior to and post launch. Suppliers must include a brief proposal, demonstrating how they will always ensure delivery of quality service and customer satisfaction, including management and control procedures put in place. This should pay particular attention to, but is not limited to the following:

- Mechanism for approval of any changes
- Formal internal interfaces between Account Manager and other internal staff within your organisation
- Internal standards and monitoring of approvals and sign offs. How these are managed and communicated internally and externally
- Contingencies to ensure business continuity in the event of absenteeism (holidays, sickness, personnel leaving, emergency situations)
- Measures you will adopt to maximise effective communications between your organisation and the Lake District National Park Authority and any subcontractors or third-party provider(s) in the delivery of the project.
- How you will evaluate success of the project as it progresses
- How you will ensure delivery of services, management of the project and conduct of business will not damage the good name, goodwill reputation, standing or image of the Authority (e.g. ICT security risks)

Please list any consortia members and subcontractors used (and/or anticipated to be used) in the delivery of the services and project, describing their role in delivering the services and project, the maturity of the relationship and how these relationships will be managed throughout the delivery of this requirement.

Please **also provide contact details for the proposed lead** contracted at your organisation for the purpose of this project. The proposed lead individual must sign and date your tender response to be submitted to the Authority. Please confirm the account management team's availability to work on the project during the proposed appointment period (noting any need for an extension to the suggested ITT procurement timings).



Please include **proposals for ongoing account management support** (during both normal working hours, Monday to Friday and all 'out of hours' support. Summary details of all management reporting and information to be provided to the Authority during the project and after launch, should also be provided. (Please refer to the Checklist).

Finally, please confirm your organisation's understanding of the services specified in this ITT, the perceived risks to the Authority, and how they may impact upon the provision of these services and project generally. Please indicate what actions your organisation proposes to manage these risks, including processes and mitigation. (Refer to the checklist for accompanying information).

e) Technical approach and experience (20%)

In line with requirements of this ITT, please **detail your proposed technical approach** to the main website and 5 microsites including citing similar content or organisational experience, including but not limited to the platform you propose developing the site(s) on and its accompanying CMS; your approach to SEO, hosting arrangements and their environmental impact and how you will address our 'content block' and post type requirements. (Refer to checklist for accompanying information required).

Please also provide details of the **proposed account management team** who will deliver the project, providing portfolio, biography details for each individual (refer to checklist). You may wish to support your response by reference to how those individuals have provided similar services previously and you may wish to explain how previous experience and achievements will inform their service delivery in relation to this requirement.

Finally, please include **details of any innovative or added value proposals** which you would intend to provide to the Authority in addition to the specific requirements of the project as set out in this ITT to assist with the management and delivery of the project.

f) Sustainability and Fair Work Practices (5%)

The Authority is committed to sustainability and equality in all aspects of its work and procurement. Please comment on your organisation's sustainability objectives and how the company measures performance against these objectives and secondly, appropriate fair work practices and how they are delivered for all the workers engaged.



12.2. Proposed site IA (information architecture)

Proposed Site Map, Mega Menus and Landing page wireframes:

Explore || Protect || Planning || News || The Authority || Map

12.2.1. 'Explore' site area

Plan your visit

- o Plan your visit
- o Getting around
- o Countryside code
- o Access for all
- o Weatherline
- o Blogs

Things to do

- o Things to do
- o Walking
- o On the Water
- o Cycling
- o Historical places
- o Attractions (BH/CBC)
- o Blogs

Places to go

- o Places to visit
- o Lake District map
- o All routes
- o Accessible routes for all
- o Blogs

Visitor Facilities:

- o Information centres
- o Brockhole visitor centre
- o Coniston boating centre
- o Online shop
- o Bike hire
- o Car parks
- o Toilets
- o FAQs
- o Blogs



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12.2.2. 'Protect' site area

The Lake District Partnership

- Partnership
- Partnership Plan
- Our vision

Landscape and Heritage

- Special qualities
- History of the Park
- Archaeology and history
- World Heritage Status

Lake District for Everyone

- LD4E
- Volunteers
- Learning

Farming and nature recovery

- Nature recovery
- Climate change
- Farming (FIPL)
- Wildlife
- National Nature Reserves
- Woodland creation

Climate Action

- Net zero
- Low carbon Lake District

Vibrant Communities

- Local communities
- Meet our rangers
- Volunteers
- Landowners/whole estates
- Blog/projects

Sustainable Travel

- Blog/Projects
- Smarter travel
- Access and recreation

Information hub:

- All publications
- LDNPP Plan
- Local Plan
- Nature recovery plan
- State of the Park report
- Resources for teachers



12.2.3. 'Planning' site area

Planning Permission

- Planning home
- Planning permissions
- Applications and decisions
- Do I need planning permission?
- Advice for developers on policy
- Portal Planner – submit application
- Live applications

Planning for Nature Recovery

- Planning for nature recovery
- Biodiversity net gain
- Nutrient Neutrality
- Call for sites
- Case studies/blogs

Conservation

- Conservation areas
- Listed buildings
- Trees and hedgerows
- Enforcement

Publications & Policies

- All Planning policies
- Design Code policy
- Planning application search tool
- Planning licence agreement weekly list
- Applications web map
- Planning local plan
- Tree preservation map
- Conservation areas map
- Affordable housing policy
- Development control committee
- FAQs

Get in Touch

- FOI request
- Book a meeting
- Conservation requests
- Landowner enquiry
- General enquiry
- Speak to a duty planner
- Appeal a planning decision



Lake District
National Park

12.2.4. 'News' site area

Blogs

- o Blogs home
- o Latest in the Lake District
- o Walking
- o Things to do
- o Families
- o World heritage
- o Farming
- o Smarter travel
- o Conservation projects

Press releases/statements

- o Press releases
- o Statements

Top stories

- o Plan your winter visit
- o Rainy days
- o Dark skies
- o County shows
- o What to pack on your visit
- o Health and wellbeing
- o Painting in the lake district

Media enquiries

- o Get in touch



12.2.5. 'The Authority' site area

About Us

- o About Us
- o History of the Park
- o Who we work with
- o Media centre
- o Online payments

People of the Park

- o The team
- o The rangers
- o Young rangers
- o Volunteers
- o Partners

Work with Us

- Careers home
- Current vacancies
- Vision and values
- Staff benefits
- Volunteering

How we make decisions

- o Members
- o Committees

Publications/Plans

,

- o Information hub
- o LDNPP plan
- o Local plan
- o State of the Park plan
- o Use of drones
- o Recreation permits
- o Boat permits
- o Car Park permits

Contact Us

- Planning enquiries
- Work with us enquiries
- Media enquiries
- Reporting a problem
- General enquiries



Lake District
National Park

12.2.6. Information Hub – example content type

Searchable Hub categories and filters example content (needs further scoping on taxonomies and tagging). See e.g., [Snowdonia National Park website: Publications](#).

<p>Planning</p> <ul style="list-style-type: none"> o All planning publications o All planning policies o Planning applications (map) o Applications and decisions o Affordable housing o Call for sites o Development control committee o Conservation (All) o Trees and hedgerows o Conservation areas o Listed buildings o Weekly lists o Local Plan o Design Code policy o Nutrient Neutrality o Biodiversity net gain o Appeals o Compliance and enforcement <p>Recreation</p> <ul style="list-style-type: none"> o ROW o Weather information o Blogs o Latest news o Promoted walks and routes o Promoted cycle routes o Lake activities guide o Blogs o Heritage o Boating byelaws o Maps 	<p>Caring for</p> <ul style="list-style-type: none"> o Local plan o State of the Park plan o Learning resources o World Heritage Toolkit o Historic environment record o Nature recovery plan o FIPL documents o Grants, tenders, and funding o Climate change o Biodiversity <p>GDPR and Accessibility</p> <ul style="list-style-type: none"> o Accessibility statement o Privacy policy o Terms of sale o Site map <p>The Authority</p> <ul style="list-style-type: none"> o Authority meetings o Documentation o Equality strategy o Job applications o Member allowances o Finance o Corporate <p>Permissions and permits</p> <ul style="list-style-type: none"> o Use of drones o Recreation permits o Boat permits o Car park permits o Making payments
--	---



Lake District
National Park

12.2.7. Example landing page – plan your visit

Plan your visit

Things to do

Places to Visit

Getting Around

Visitor Facilities

Countryside Code

Access for All

Map

Lakes Weatherline

Attractions



Lake District
National Park

12.2.8. Example landing page – places to visit

Places to Visit

Blurb

Explore Coniston	Explore Keswick	Explore Windermere
Explore Langdale	Explore Northern Lakes	Explore Ullswater
Explore Wasdale	Explore Grasmere	Attractions



Lake District
National Park

12.2.9. Example landing page – things to do

Things to do		
Blurb		
Walking	On the water	Cycling
Families	Brockhole	Coniston Boating Centre
Historical Places	Accessible for all	Guided Walks/Winter Skills Courses



Lake District
National Park

12.2.10. Proposed site map (this will evolve)

Lake District National Park Authority - Proposed site map:

[Home](#)

[Explore](#)

[Plan your visit](#)

- [Getting around](#)
- [Countryside Code](#)
- [Access for All](#)
- [Weatherline](#)
- [Blogs](#)

[Things to do](#)

- [Walking](#)
- [On the water](#)
- [Cycling](#)
- [Historical Places](#)
- [Attractions](#)
- [Blogs](#)

[Places to go](#)

- [Places to visit](#)
- [Lake District Map](#)
- [All routes](#)
- [Accessible routes for all](#)
- [Blog](#)

[Visitor Facilities](#)

- [Information centres](#)
- [Brockhole visitor centre \(landing page linking to microsite\)](#)
- [Coniston Boating Centre \(landing page linking to microsite\)](#)
- [Online shop](#)
- [Bike hire](#)
- [Car parks](#)
- [Toilets](#)
- [FAQs](#)
- [Blogs](#)



Protect

Partnership (landing page – linking to microsite)

- Home
- Plan

Landscape and heritage

- Special qualities
- History of the Park
- Archaeology and history
- World Heritage Status

Lake District for Everyone

- Lake District for Everyone
- Our vision for 2030
- Learning
- Volunteers

Farming and nature recovery

- Nature Recovery Home
- Climate Action
- Farming (FIPL)
- Nature Reserves
- Woodland Creation
- Wildlife

Vibrant communities

- Local communities
- Landowners/whole estate
- Blog/projects



Lake District
National Park

Sustainable travel

- Blog/projects
- Smarter Travel
- Access and Recreation

Planning

Planning Permission

- Planning permissions
- Applications and decision
- Do I need planning permission?
- Advice for developers on policy
- Portal planner – submit application
- Live applications

Planning for Nature Recovery

- Biodiversity Net Gain
- Nutrient Neutrality
- Call for sites
- Case studies/blogs

Conservation

- Conservation areas
- Listed buildings
- Trees and hedgerows
- Enforcement

Publications and Policies

- All planning policies
- Design Code policy
- Planning application search tool
- Planning licence agreement weekly list
- Applications web map
- Planning Local Plan



Lake District National Park

- Tree preservation map
- Conservation areas map
- Affordable housing policy
- Development Control Committee
- FAQs

Get in touch

- FOI request
- Book a meeting
- Conservation requests
- Landowner enquiry
- General enquiry
- Speak to a duty planner
- Appeal a planning decision

The Authority

About us

- History of the Park
- Who we work with
- Media Centre
- Making payments

People of the Park

- The team
- Careers team
- The rangers
- Young rangers
- Volunteers
- Partners

Work with us

- Careers home
- Current vacancies
- Vision and values
- Staff benefits



Lake District
National Park

Our partnership

- LDNPP home
- The Plan

How we make decisions

- Members
- Committees

Publications and Plans

- All publications and plans
- LDNPP Plan
- State of the Park Report
- Nature Recovery Plan
- Use of drones
- All Permits
- Boat permits (landing page)
- Car park permits

Contact us

- Planning enquiries
- Work with us enquiries
- Media enquiries
- Reporting a problem
- General enquiries

News

- Latest in the Lake District
- Walking
- Things to do
- Farming and Heritage

Map



Lake District
National Park

13. Appendix 3: Background documents

13.1. Background documents

- [LDNPA Partnership Plan](#) (link on website)
- [State of the Park report](#) (most recent data/visitor information, link on website)
- [Digital Accessibility Statement for LDNPA](#) (link on website)
- [What is the Lake District and What does it provide you?](#) (data/illustration)
- LDNPA Brand Guidelines and Editorial Guidelines (provided on appointment)
- LDNPA recruitment video (YouTube): <https://youtu.be/Nmw6LxoRDGk>



14. Appendix 4: current site maps

There are currently four LDNPA websites making up around 900 pages.

- www.lakedistrict.gov.uk (Squiz)
- www.conistonboatingcentre.co.uk (Squiz)
- www.lakesweatherline.co.uk (Squiz)
- www.brockhole.co.uk (Umbraco)

14.1. LDNPA Main Website Map IA

Please note that as content is improved across the site in coming months this site map will alter (but not increase in scope). This site map only lists to secondary links level.

Lakedistrict.gov.uk (main Squiz website, 700 pages/posts)

[Home](#)

[The Blog](#)

[Latest in the Lake District](#)

[Walking](#)

[Things to do](#)

[Farming and Heritage](#)

[Visiting the Lake District](#)

[Plan your visit](#)

[Places to visit](#)

[Things to do](#)

[On the Water](#)

[Lake District cycling](#)

[Historical places to visit](#)

[Things to do for families and children](#)

[Country shows and festivals](#)

[Unsealed Roads](#)

[Rights of Way and access](#)

[The Countryside Code](#)



Lake District National Park

[Car parks in the Lake District](#)
[Plan your winter visit to the Lake District](#)
[Getting to and around the Lake District](#)
[Where to Stay in the Lake District](#)
[Accessible for all](#)
[Coronavirus \(Covid-19\) news](#)
[Maps of the Lake District](#)
[Lake District weather](#)
[Webcams, videos, and photos](#)
[Frequently asked questions](#)
[Supporting the National Park](#)
[Learning](#)
[Lake District facts and figures](#)
[Archaeology and history](#)
[Economy and employment](#)
[Landscape and geology](#)
[Tourism](#)
[Weather and climate](#)
[For teachers](#)
[John Muir Award](#)
[Free photos](#)
[Caring for our National Park](#)
[Lake District Special Qualities](#)
[Our vision for 2030](#)
[World Heritage Inscription for the Lake District](#)
[Policies and hot topics](#)
[Projects](#)
[Local communities](#)
[Lake District National Park Partnership](#)
[Make a donation](#)
[Volunteering](#)
[Farming](#)
[Welcome to the Volunteers Extranet](#)
[State of the Park Report](#)
[Land ownership in the Lake District](#)
[Whole Estate Plans](#)
[Reflecting On The Lakes](#)



**Lake District
National Park**

[Smarter Travel](#)

[Woodland creation](#)

[Access and Recreation](#)

[Planning](#)

[Do I need planning permission?](#)

[Applications and decisions](#)

[Development Control Committee](#)

[Planning policies](#)

[Call for sites](#)

[Planning for Nature Recovery](#)

[Biodiversity Net Gain](#)

[Listed buildings](#)

[Conservation areas](#)

[Trees and hedgerows](#)

[Contact us and advice](#)

[About us](#)

[Contact us](#)

[Careers and Vacancies](#)

[Members](#)

[Committees](#)

[Media Centre](#)

[Publications and plans](#)

[Information and Data](#)

[Our vision for 2030](#)

[Who we work with](#)

[History of the National Park](#)

[Payment](#)

[What can you expect from us?](#)

[Site map](#)

[Terms and conditions](#)

[Accessibility Statement for lakedistrict.gov.uk](#)

[Frequently asked questions](#)

FOOTER LINKS:



- [About us](#) | [Contact us](#) | [News](#) | [Careers](#)



Lake District
National Park

14.2. Coniston Boating Centre Site Map

Coniston Boating Centre (Squiz microsite/subdomain of main, 40 pages/posts)

[Home](#)

[Home Coniston Boating Centre](#)

[Boat Hire](#)

- [Motorboats](#)
- [Rowing Boats](#)
- [Canoe Hire](#)
- [Kayak Hire](#)
- [Paddle Boards](#)

[Bike Hire](#)

[Blog](#)

[Discover Coniston](#)

[About Us](#)

- [Keeping everyone safe](#)
- [Gallery](#)
- [Live Webcam](#)
- [Cafe](#)
- [Contact Us](#)
- [Safety Tips](#)
- [Location and parking](#)
- [Launching and storage](#)
- [Boat and bike hire terms and conditions](#)
- [Subscribe](#)
- [Competition terms and conditions](#)
- [Data protection](#)



Lake District
National Park

14.3. Weatherline Site Map

Weatherline (Squiz microsite/subdomain of main, 62 page/posts).

[Home](#)

[Guided Walks](#)

[Winter Skills Courses](#)

[Gallery](#)

[Webcams](#)

[Blog](#)

[About us](#)

14.4. Brockhole Site Map

Brockhole (Umbraco CMS/supplier, 62 pages, not including what's on posts)

[Home](#)

[What's On](#)

- [What's on - Main](#)
- [What's on - Family fun](#)
- [What's on – Music and Culture](#)
- [What's on - Wildlife](#)
- [What's on - Adventure](#)
- [What's on - Watersports](#)
- [What's on - Gardens](#)
- [What's on – Arts and Crafts](#)
- [What's on – Food and Drink](#)
- [What's on - Walks](#)
- [What's on - Cycling](#)

[Activities](#)

- [Boat Hire](#)
 - [Paddleboarding](#)
 - [Kayak hire](#)
 - [Canoe hire](#)
 - [Rowing boat hire](#)
- [Archery](#)



Lake District National Park

- [Go Wild Activities](#)
- [Mini Golf](#)
- [Kayak Tours](#)
- [Eating at Brockhole](#)
 - [The Gaddam Restaurant](#)
- [The Gift Shop](#)
- [House and Garden](#)
 - [The Gaddam Family](#)
 - [Brockhole House](#)
 - [Brockhole Garden](#)
 - [Kitchen Garden](#)
 - [Brockhole Exhibitions and Gallery](#)
 - [The Gaddam Kitchen](#)
 - [The Green Recovery Project](#)
- [Adventure Playground](#)
- [The Lake District Story](#)
- [Trails and Orienteering](#)
 - [Tree Top Nets](#)
 - [Tree Top Trek](#)
- [All weather play](#)

[Plan your visit](#)

- [Getting here](#)
- [Opening times](#)
- [Eat and drink](#)
- [Accessibility](#)
- [Dogs welcome](#)
- [House & Gardens](#)
- [Live webcam](#)
- [Group Bookings](#)
- [Competition Terms and Conditions](#)

[Learning](#)

- [Primary schools](#)
 - [Mountains and exploration](#)
 - [Science and nature workshops](#)
 - [Mindful Making](#)
 - [Brock's Winter Wander \(KS1\)](#)
 - [Brock's Spring Spectacular \(KS1\)](#)
 - [Outdoor activities](#)
 - [Free Water Awareness Workshops](#)
- [Secondary schools: Key Stage 3](#)



**Lake District
National Park**

- [Secondary schools and colleges: Key Stage 4+](#)
- [Youth groups and clubs](#)
- [Plan your visit](#)

[Contact Us](#)



Lake District
National Park

15. Appendix 5: tender information and commercial response

15.1. Commercial response template

The following declaration is to be completed for and on behalf of the supplier.

TO:	Lake District National Park Authority (the Authority)
DATE:	[Date]:
PROVISION OF:	Website design and development and hosting services
REFERENCE NUMBER:	PR0135

[I / We] submit this tender in support of our application to tender to be awarded the contract in relation to the provision of Website Design and Development Services,

[I / We] certify that the information supplied is accurate and to the best of [my / our] knowledge and that [I / We] accept the conditions and undertakings requested in the ITT. If this offer is accepted [I / We] will execute such documents in the form of the contract within 30 days of being called to do so.

We agree that before executing the Contract (and associated schedules) in the form set out in the ITT, the formal acceptance of this tender in writing by the Authority or such parts as may be specified, together with the contract documents attached hereto shall comprise a binding contract between the Authority and [me / us].

[I / We] further agree with the Authority in legally binding terms to comply with the provisions set out in Section 1.1 of the ITT.

[I / We] further undertake and it shall be a condition of any contract that:

The amount of [my / our] tender has not been calculated by agreement or arrangement with any person other than the Authority and that the amount of [my / our] tender has not been communicated to any person until after the closing date for the submission of tenders and in any event not without the consent of the Authority.

[I / We] have not canvassed and will not, before the evaluation process, canvass or solicit any member or officer, employee or agent of the Authority or other contracting authority in connection with the award of the contract and that no person employed by use has done or will do any such act. [I / We] warrant that [I / We] have all requisite authority to sign this tender and confirm that [I / We] have complied with all the requirements of the ITT.

Signature: _____

Name and role _____

Signature _____

Name and role _____

For and on behalf of _____ (Name of company, partners, or consortium)



15.2. Declaration

Please provide details of your fee proposals and billing arrangements. Suppliers are requested to provide a fixed cost for the delivery of the project. We would request that all suppliers provide a full breakdown of anticipated costs relative to each aspect of the project deliverables and other related considerations.

Tender responses must be submitted exclusive of VAT. Please provide the build cost (project website build work) separately to the hosting and SLA cost - hosting and SLA for year 1-3 is required to include in your costings

Fixed price for delivery of project (build of 1 website and 5 microsites (excl. VAT)	£
Fixed price for Hosting and Support for the 1 site plus 5 microsites (SLA for year 1 based on best fit option)	£
Fixed price for Hosting and Support Year 2 and 3 combined (1 website and 5 microsites based on best fit option)	£

NB: All prices and/or rates shall be **exclusive** of VAT.

The Authority reserves the right to clarify any aspect of the fee proposals provided by any individual supplier following the receipt of all responses to this ITT.

All responses must be inclusive of any and all charge(s) likely to be incurred in the completion of the service, including all admin costs, overheads, travelling, expenses etc.

The Authority reserves the right to clarify any element of these costs with the successful supplier prior to entering into the contract of appointment.



15.3. Declaration of non-collusion

DECLARATION OF NON-COLLUSION

To: Lake District National Park Authority

The essence of selective tendering is that the Authority shall receive bona fide competitive tenders from all firms tendering. In recognition of this principle, I/We certify that this is a bona fide tender, intended to be competitive and that I/We have not and will not (either personally or by anyone on my/our behalf): -

- 1) Fix or adjust the amount of the tender (or the rate and prices quoted) by agreement with any other person.
- 2) Communicate to anyone, other than the person calling for this tender, the amount or approximate amount or terms of the proposed tender (except other than in confidence, where essential to obtain professional advice or insurance premium quotations required for the preparation of the tender).
- 3) Enter into any agreement or arrangement with any other person that he shall refrain from tendering or as to the amount or terms of any tenders to be submitted.
- 4) Canvass or solicit any member, officer, or other employee of the Authority in connection with the award of this or any other Authority contract or tender.
- 5) Offer, give, or agree to give any inducement or reward in respect of this or any other Authority contract or tender.

Signed (as in Tenders) duly authorised to sign

.....

For and behalf of

Date



15.4. Confidentiality

The details of these documents and all associated documents are to be treated as private and confidential for use only in connection with the tender process.

15.5. Freedom of Information

The Lake District National Park Authority is committed to meeting its legal responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the Authority may need to be disclosed in response to a request under the Act. If you consider that any of the information included in your tender is commercially sensitive, please identify it and explain (in broad terms) what harm may result from disclosure if a request is received, and the time-period applicable to that sensitivity. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose it under the Act if a request is received. Please also note that the receipt of any material marked 'confidential' or equivalent by the public authority should not be taken to mean that the public authority accepts any duty of confidence by virtue of that marking. If a request is received, we may also be required to disclose details of unsuccessful tenders.

15.2.1 Anti-fraud and Corruption Policy

The Authority has an Anti-Fraud and Corruption Strategy which sets out the responsibilities of officers and action to be taken in cases of theft, corruption, irregularity, or when damage is suspected. The Confidential Reporting Code, (Whistle Blowing Policy), forms part of this Strategy which provides a mechanism for staff to report suspected wrong doings confidentially. In the event of such an issue, an investigation would be carried out and action taken as necessary.

15.2.2 Costs and expenses

The Authority will not be responsible for, or pay for, expenses or losses which may be incurred by a supplier in the preparation of their tender. The Authority does not bind itself to accept any of the tenders as a result of the tendering process including the lowest tender.



15.2.3 Preparation of Tenders

For the preparation of their tender and entering into a contract with the Authority, suppliers must ensure that they have all the information required and must satisfy them of the correct interpretation of terminology used in these documents.

15.2.4 Alterations

None of these documents may be altered by the supplier. If the supplier wishes to propose modifications to any of the documents (which they may consider would provide a better way to achieve the contracts objectives) they must provide details in a separate letter accompanying the tender response.

15.2.5 Prices

All prices must be net and, where applicable, carriage paid with all cash and trade discounts allowed for.

15.2.6 VAT

All prices and/or rates shall be **exclusive** of VAT.

15.2.7 Validity of Tenders

Tenders shall be valid for a minimum of three calendar months from the closing date for receipt of tenders.

15.2.8 Sub-contractors

The names and addresses of any sub-contractors the supplier proposes to employ must be provided with the tender.

15.2.9 Quality of goods/services



The Authority requires all suppliers to confirm whether any actual or potential conflicts of interest that exist which may prevent them undertaking this work, and a description of measures they would adopt if a potential conflict of interest arose during or following completion of this work.

15.2.10 Conflict of interest

The acknowledgement of receipt of any submitted tender shall not constitute any actual or implied agreement between the Authority and the supplier.

15.2.11 Treatment of tender

All unsuccessful bidders will be offered the opportunity to be given a debriefing. Requests for debriefing are to be made in writing.

15.2.12 Debriefing

The Authority may wish to publicly quote the Contract Outputs such as any policies, figures, training materials, risk assessments etc. Tenders are requested to confirm that the Authority may (at the Authority's own discretion) do so without restriction.

15.2.13 The Authority's use of Contract Outputs

Suppliers must possess relevant professional qualifications and experience.

15.2.14 Ownership

The intellectual property rights rests with the Authority, not the supplier.



Lake District
National Park

16. Appendix 6: The contract

DATED

WEBSITE DESIGN AND DEVELOPMENT AGREEMENT

between

[Party 1]

and

Lake District National Park Authority



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SCHEDULE

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This agreement is dated

Parties

- (1) [FULL COMPANY NAME] incorporated and registered in [COUNTRY OF INCORPORATION] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Supplier**)
- (2) **Lake District National Park Authority** whose registered office is at Wayfaring House, Murley Moss, Oxenholme Road, Kendal, Cumbria LA9 7RL (**Customer**)

BACKGROUND

- (A) The Supplier submitted a tender on [DATE] (reference: [REFERENCE]) in response to the Customer's request for proposal issued on [DATE] (reference: [REFERENCE]).
- (B) The parties have agreed that the Supplier shall provide the Customer with website design and development and related services on the terms and conditions set out in this agreement.

Agreed terms

1. Interpretation

- 1.1 Clause and Schedule headings do not affect the interpretation of this agreement.
- 1.2 The definitions and rules of interpretation in this clause apply in this agreement.

Acceptance: the acceptance or deemed acceptance of the Site by the Customer pursuant to clause 4.

Acceptance Certificate: the form of certificate served on the Supplier by the Customer to acknowledge Acceptance.

Acceptance Tests: the tests to be carried out on the Site as set out in clause 4 and as described in Schedule 4.

Applicable Laws: means:

To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom.

To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject.

Applicable Data Protection Laws: means:



Lake District
National Park

To the extent the UK GDPR applies, the law of the United Kingdom or of a part of the United Kingdom which relates to the protection of personal data.

To the extent the EU GDPR applies, the law of the European Union or any member state of the European Union to which the Supplier is subject, which relates to the protection of personal data.

Business Day: a day, other than a Saturday, Sunday, or public holiday in England, when banks in London are open for business.

Business Hours: the period from 9.00 am to 5.00 pm on any Business Day.

Change Control Procedures: the procedures set out in Schedule 6.

Charges: the charges in respect of the Services set out in Schedule 5.

Confidential Information: has the meaning given in clause 18.1.

Contract Year: any 12-month period starting on the Effective Date and on each anniversary of the Effective Date.

Customer Personal Data: any personal data which the Supplier processes in connection with this agreement, in the capacity of a processor on behalf of the Customer.

Cybersecurity Requirements: all applicable laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes, and sanctions, relating to security of network and information systems and security breach and incident reporting requirements, including the retained EU law version of the General Data Protection Regulation (EU) 2016/679 and the Network and Information Systems Regulations 2018 (*SI 506/2018*), all as amended or updated from time to time.

Defects: has the meaning given in clause 4.4.

Design Agency: [NAME AND ADDRESS].

Design Requirements: The design requirements set out in Schedule 1.

Effective Date: [DATE].

EU GDPR: the General Data Protection Regulation ((EU) 2016/679).

Good Industry Practice: the exercise of that degree of skill, care, prudence, efficiency, foresight, and timeliness as would be expected from a leading company within the relevant industry or business sector.

Incident: any Vulnerability, Virus, or security incident which

- a) may affect the Site;
- b) may affect the Supplier's network and information systems such that it could potentially affect the Customer or the Site; or



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c) is reported to the Supplier by the Customer.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks, and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

Known Vulnerability: any Vulnerability that has either:

- a) been assigned a Common Vulnerabilities and Exposures (CVE) number;
- b) been disclosed on the National Vulnerability Database available at the website operated by the US National Institute of Standards and Technology (NIST) from time to time; or
- c) been disclosed on the internet, or any open public database, such that it would be revealed by reasonable searches conducted in accordance with Good Industry Practice.

Latent Vulnerabilities: any instances of typical classes of Vulnerability. For example, buffer overflows, cross-site scripting (XSS) and Structure Query Language (SQL) injection.

Materials: the content provided to the Supplier by the Customer from time to time for incorporation in the Site.

Mitigate: the taking of such reasonable steps that would be taken by a prudent supplier in accordance with Good Industry Practice to mitigate against the Incident in question, which may include (in the case of a Vulnerability) coding changes, but could also include specification changes (for example, removal of affected protocols or functionality in their entirety), provided these are approved by the Customer in writing in advance, and the terms **Mitigated** and **Mitigation** shall be interpreted accordingly.

Non-Supplier Defects: those Defects described in clause 4.5.

Phase: in relation to the Project Plan, one of the three key phases of work identified in Schedule 1.

Project: the provision by the Supplier of the Services as set out in this agreement.



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Project Plan: the timetable within which the Supplier will implement the Project as set out in Schedule 1.

Server: a high-performance computer server administered by the Supplier, as more particularly defined in Schedule 3.

Services: the design and development services to be provided pursuant to this agreement as set out in Schedule 3.

Site: the website at www.lakedistrict.gov.uk and its familial microsites listed in clause 3.1 to be hosted by the Supplier pursuant to this agreement.

Site Software: the software for the Site commissioned by the Customer as specified in Schedule 2.

Site Specification: the specification for the Site set out in Schedule 2.

Third Party Products: those third-party software products set out in Schedule 2.

UK GDPR: has the meaning given to it in the Data Protection Act 2018.

Virus: any thing or device (including any software, code, file, or programme) which may:

- a) prevent, impair, or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device;
- b) prevent, impair, or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by rearranging, altering, or erasing the programme or data in whole or part or otherwise); or
- c) adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

Vulnerability: a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term **Vulnerabilities** shall be interpreted accordingly.

Visitor: a visitor to the Site.

- 1.3 References to clauses and Schedules are (unless otherwise provided) references to the clauses and Schedules of this agreement.
- 1.4 If there is an inconsistency between any of the provisions in the main body of this agreement and the Schedules, the provisions in the main body of this agreement shall prevail.



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- 1.5 Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
- 1.6 A reference to a statute or statutory provision is a reference to it as amended, extended, or re-enacted from time to time.
- 1.7 A reference to a statute or statutory provision shall include all subordinate legislation made from time to time.
- 1.8 Any words following the terms **including, include, in particular, for example,** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.
- 1.9 References to **content** include any kind of text, information, images, or audio or video material which can be incorporated in a website for access by a Visitor to that website.
- 1.10 A reference to **writing** or **written** excludes fax but not email.

2. Scope of the project

The Supplier shall:

- (a) liaise with the Design Agency in developing the look and feel of the Site;
- (b) design, develop and deliver the Site in four Phases in accordance with the Project Plan and the Design Requirements; and
- (c) provide the Services and host the Site from the Server in accordance with agreed service levels.

3. Domain name

- 3.1 The Customer holds the domain names for the main site (lakedistrict.gov.uk) and the associated or familial microsites (conistonboatingcentre.co.uk, nutrientneutralitynw.co.uk, lakesworldheritage.co.uk, brockhole.co.uk) together with such other domain names as may be registered by the Customer (**Domain names**). The Domain Names will be controlled and managed by the Customer.
- 3.2 The Customer shall promptly renew the registration of the Domain Name upon the relevant renewal date on the same terms as set out in clause 3.1.
- 3.3 All fees associated with any registration and renewal pursuant to this clause 3 shall be borne solely by the Customer.



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3.4 The Supplier warrants that if it registers the Domain Name in its own name in breach of clause 3.1 it shall (and procure that any necessary third party shall), as soon as it becomes aware of the breach, promptly execute and deliver such documents and perform such acts as may be required for the purpose of effecting the transfer of the Domain Name registration to the Customer, without any further cost to the Customer.

4. Development and acceptance of site

4.1 Once the Supplier has completed design and development of the Site in accordance with Phase 2 of the Project Plan, the Supplier shall invite the Customer to attend Acceptance Tests. The procedure set out in this clause 4 shall be repeated in respect of Phase 3 and 4 and any further development works agreed by the parties from time to time.

4.2 The Acceptance Tests shall test compliance of the Site with the Site Specification. The form and detail of such tests is set out in Schedule 4.

4.3 Acceptance of the Site shall occur when the Site has passed the Acceptance Tests. The Customer shall sign the Acceptance Certificate in respect of the Site and return it to the Supplier as soon as reasonably practicable following Acceptance.

4.4 If any Acceptance Tests are not passed, the failures that cause the relevant tests to be failed (**Defects**) shall be drawn up and documented by the Supplier and presented to the Customer for discussion as to how best to rectify such Defects.

4.5 If any failure to pass the Acceptance Tests results from a Defect which is caused by an act or omission of the Customer, or by one of the Customer's sub-contractors or agents for whom the Supplier has no responsibility (**Non-Supplier Defect**), the Site shall be deemed to have passed the Acceptance Tests notwithstanding such Non-Supplier Defect, and the Customer shall sign and return the Acceptance Certificate to the Supplier within five Business Days of Acceptance. The Supplier shall provide all assistance reasonably requested by the Customer in remedying any Non-Supplier Defect by supplying additional services or products. If such assistance is requested, the Customer shall pay the Supplier in full for all such additional services and products at the Supplier's then current fees and prices.

4.6 The Supplier shall remedy any Defects promptly to ensure that the Site passes the Acceptance Tests on a retest.



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- 4.7 If such a retest demonstrates that the Site is still not in accordance with the Site Specification, the Customer may, by written notice to the Supplier, elect at its sole option:
- (a) to fix (without prejudice to its other rights and remedies) a new date for carrying out further tests on the Site on the same terms and conditions as the retest (except that all reasonable costs which the Customer may incur because of carrying out such tests shall be reimbursed by the Supplier). If the Site fails such further tests, the Customer shall be entitled to proceed under clause 4.7(b) or clause 4.7(c); or
 - (b) to accept the Site subject to an abatement of the Charges, such abatement to be an amount that is reasonable, considering the circumstances. In the absence of written agreement as to abatement within 14 days of the date of the notice given by the Customer pursuant to this clause 4.7, the Customer shall be entitled to reject the Site in accordance with clause 4.7(c); or
 - (c) to reject the Site as not being in conformity with this agreement, in which event this agreement shall automatically terminate, and the Supplier shall (without prejudice to the Customer's other rights and remedies) immediately refund to the Customer all sums already paid to the Supplier under this agreement.

5. Third party products

The Third-Party Products shall be supplied in accordance with the relevant licensor's standard terms. The one-off licence fee for such Third-Party Products is included in the Charges payable under clause 7.1.

6. Project management

Each party shall appoint a project manager who shall:

- (a) provide professional and prompt liaison with the other party; and
- (b) have the necessary expertise and authority to commit the relevant party.

7. Charges and payment

- 7.1 Following Acceptance, the Supplier shall issue a VAT invoice in respect of the Charges, and the Customer shall pay to the Supplier the Charges calculated correctly in accordance with Schedule 5 and set out in such invoice within 30 days of receipt of it, except for any amount in respect of which there is a genuine dispute.



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7.2 All Charges are exclusive of VAT.

8. Warranties

8.1 Each of the parties warrants to the other that it has full power and authority to enter into and perform this agreement.

8.2 The Supplier shall:

- (a) perform the Services with reasonable care and skill and in accordance with Good Industry Practice; and

8.3

- (a) take reasonable steps not to store, distribute, or transmit any Virus or Known Vulnerability or Latent Vulnerability via the Services.

8.4 The Supplier warrants that the Site and its operation will be uninterrupted and free of errors, Known Vulnerabilities and Latent Vulnerabilities, Viruses, and material defects and that the Site will perform in accordance with the Site Specification for a period of 12 months from Acceptance. If the Site does not so perform, the Supplier shall, for no additional charge, promptly ensure that the Site complies with the Site Specification.

9. Limitation of remedies and liability

9.1 Nothing in this agreement shall operate to exclude or limit either party's liability for:

- (a) death or personal injury caused by its negligence; or
- (b) any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- (c) fraud; or
- (d) the deliberate default or wilful misconduct of that party, its employees, agents, or subcontractors; or
- (e) any other liability which cannot be excluded or limited under applicable law.

9.2 Neither party shall be liable to the other for any loss of profit, anticipated profits, revenues, anticipated savings, goodwill, or business opportunity, or for any indirect or consequential loss or damage.

9.3 Subject to clause 9.1, each party's aggregate liability in respect of claims based on events in any Contract Year arising out of or in connection with this



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agreement or any collateral contract, whether in contract or tort (including negligence) or otherwise, shall not exceed £5 million (Five Million Pounds).

10. Intellectual property rights

- 10.1 All Intellectual Property Rights in the Site Specification and the Site (including in the content of the Site and the Site Software) arising in connection with this agreement shall be the property of the Customer, and the Supplier hereby assigns absolutely with full title guarantee all such Intellectual Property Rights to the Customer. The parties shall execute all documents necessary to give effect to this clause 10.1.
- 10.2 The Supplier shall indemnify the Customer against all damages, losses and expenses arising because of any action or claim of infringement of Intellectual Property Rights of a third party.
- 10.3 If any action or claim arises of the types referred to in clause 10.2, the Customer shall:
- (a) promptly notify the Supplier in writing of the action or claim;
 - (b) make no admissions or settlements without the Supplier's prior written consent;
 - (c) give the Supplier all information and assistance that the Supplier may reasonably require; and
 - (d) allow the Supplier complete control over the litigation and settlement of any action or claim.
- 10.4 The Supplier shall not use or re-create the look and feel of the Site or anything substantially similar to it.

11. Site content

- 11.1 The Supplier shall grant the Customer access to the Content Management System (CMS) to update information held on the Site.
- 11.2 The Supplier shall include only Materials on the Site. The Customer acknowledges that the Supplier has no control over any content placed on the Site by Visitors and does not purport to monitor the content of the Site. The Supplier shall remove content from the Site where it reasonably suspects such content infringes any applicable laws, regulations, or third-party rights (such as material, which is obscene, indecent, pornographic, seditious, offensive, defamatory, threatening, liable to incite racial hatred or acts of terrorism, menacing, blasphemous or in breach of any third-party Intellectual Property



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Rights) (**Inappropriate Content**). The Supplier shall notify the Customer immediately if it becomes aware of any allegation that any content on the Site may be Inappropriate Content.

11.3 The Supplier shall indemnify the Customer against all damages, losses and expenses arising because of any action or claim that the content of the Site (other than the Materials) constitutes Inappropriate Content.

12. Data protection

12.1 For the purposes of this Clause 12, the terms Commissioner, controller, data subject, personal data, personal data breach, processor, and processing, shall have the meaning given to them in the UK GDPR.

12.2 Both parties will comply with all applicable requirements of Applicable Data Protection Laws. This Clause 12 is in addition to, and does not relieve, remove, or replace, a party's obligations or rights under Applicable Data Protection Laws.

12.3 The parties have determined that, for the purposes of Applicable Data Protection Laws, the Customer shall act as controller in respect of the personal data and processing activities and the Supplier shall process the personal data as a processor on behalf of the Customer.

12.4 The Supplier shall promptly comply with any reasonable instructions received from the Customer to display or otherwise make available the Customer's then-current version of its privacy policy via the goods or services provided by the Supplier. Such instructions may include implementing a reasonable process to certify that the data subject has acknowledged its terms.

12.5 The Supplier shall, in relation to Customer Personal Data:

(a) process that Customer Personal Data only on the documented instructions of the Customer unless the Supplier is required by Applicable Laws to otherwise process that Customer Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Customer Processor Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Provider from so notifying the Customer on important grounds of public interest. The Supplier shall immediately inform the Customer if, in the opinion of the Supplier, the instructions of the Customer infringe Applicable Data Protection Legislation;

(b) implement appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Customer Personal Data and



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against its accidental loss, damage, or destruction, including inter alia as appropriate:

- (i) the pseudonymisation and encryption of Customer Personal Data;
- (ii) the ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
- (iii) the ability to restore the availability and access to Customer Personal Data in a timely manner in the event of a physical or technical incident; and
- (iv) a process for regularly testing, assessing, and evaluating the effectiveness of technical and organisational measures for ensuring the security of the processing.

In assessing the appropriate level of security, the Supplier shall take into account in particular of the risks that are presented by the processing, in particular from accidental or unlawful destruction, loss, alteration, unauthorised disclosure of, or access to Customer Personal Data transmitted, stored, or otherwise processed.

- (c) ensure, and procure, that any personnel engaged and authorised by the Supplier to process Customer Personal Data keep the Customer Personal Data confidential;
- (d) promptly assist the Customer, in responding to any request from a data subject and in ensuring compliance with the Customer's obligations under Applicable Data Protection Laws with respect to security, breach notifications, impact assessments and consultations with the Commissioner, supervisory authorities or other regulators and, in particular, the Supplier shall promptly notify the Customer if it receives any complaint, notice or communication (whether from the Commissioner, any data subject, supervisory authority or other third party) which relates to processing of Customer Personal Data;
- (e) notify the Customer without undue delay (and no later than 24 hours) after becoming aware of a personal data breach [and on suspecting the same, the Supplier shall promptly conduct an initial assessment to determine, with a reasonable degree of certainty, whether the event or incident qualifies for



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notification to the Customer under this Clause 12.8(e) and shall provide a copy of this initial assessment along with such notification;

- (f) at the written direction of the Customer, delete or return to the Customer all Customer Personal Data on termination or expiry of the agreement, and certify to the Customer in writing it has done so, unless the Supplier is required by Applicable Law to continue to process that Customer Personal Data, in which case the Supplier shall promptly notify the Customer, in writing, of what that Applicable Law is and shall only be permitted to process that Customer Personal Data for the specific purpose so-notified, and all other requirements set out in this Clause 12 shall continue to apply to such Customer Personal Data notwithstanding the termination or expiry of this agreement for as long as such Customer Personal Data is processed by the Supplier. For the purposes of this Clause 12.8(f) the obligation to "delete" data includes the obligation to delete data from back-up systems as well as live systems; and
- (g) maintain adequate records, and, on the Customer's request, make available such information as the Customer may reasonably request, and allow for and submit its premises and operations to audits, including inspections, by the Customer or the Customer's designated auditor, to demonstrate its compliance with Applicable Data Protection Laws and this Clause 12.

12.6 The Supplier shall not, without the prior written consent of the Customer (and in any event subject to the Supplier providing the Customer with reasonable evidence that such activity is being undertaken in full compliance with Applicable Data Protection Laws):

13.

- (a) appoint or replace (or change the terms of the appointment of) any other processor in relation to Customer Personal Data or transfer any Customer Personal Data to the same; or
- (b) carry out, via itself or via any other processor, any processing of Customer Personal Data, or transfer any Customer Personal Data, outside of the UK,



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including processing Customer Personal Data on equipment situated outside of the UK.

12.7 Nothing in this Clause 1 shall operate to limit or exclude the Supplier's liability for:

- (a) any of its direct statutory obligations under Applicable Data Protection Laws; or
- (b) any liability imposed under Article 82 of the EU GDPR or Article 82 of the UK GDPR.

14. Security of network and information systems

14.1 The Supplier warrants that the information in Schedule 7 on the security of its network and information systems is up to date and accurate and that it will update the Customer immediately in the event of any changes to such information.

14.2 The Supplier shall notify the Customer immediately if it becomes aware of any Incident and respond without delay to all queries and requests for information from the Customer about any Incident, whether discovered by the Supplier or the Customer, in particular bearing in mind the extent of any reporting obligations the Customer may have under the Cybersecurity Requirements, and that the Customer may be required to comply with statutory or other regulatory timescales.

14.3 The Supplier will use its best endeavours to ensure the continuity of the Services at all times, in accordance with the information on business continuity management set out in

Schedule 7, with a view to ensuring the continuity of any services to be provided by the Customer that rely on this Site.

14.4 The Supplier agrees to co-operate with the Customer in relation to:

- (a) all aspects of its compliance with the NIS Regulations (if applicable);
- (b) any request for information, or inspection, made by any regulator (including in connection with the NIS Regulations);
- (c) any request for information made in respect of any information provided in Schedule 7 or any of the policies referred to in clause 14.5(a);
- (d) any Incident.



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14.5 The Supplier shall (and warrants that it shall) at all times:

- (a) In accordance with Good Industry Practice, implement, operate, maintain and adhere to, appropriate policies to cover the issues specified in Schedule 7, including an incident management process which shall enable the Supplier, as a minimum, to meet its reporting obligations under clause 14.2.
 - (b) Promptly Mitigate against Incidents.
- 14.6 The Supplier shall provide copies of the policies referred to in clause 14.5(a) promptly on request by the Customer.
- 14.7 The Supplier shall indemnify the Customer against any loss or damage suffered by the Customer in relation to any breach by the Supplier of its obligations under this agreement, which cause the Customer to breach the Cybersecurity Requirements.

15. Term and termination

- 15.1 This agreement shall commence on the Effective Date and shall (subject to earlier termination under clause 15.2) terminate automatically on the third anniversary of the Effective Date, unless the Customer elects to extend the term of this agreement by a further two years.
- 15.2 Without affecting any other right or remedy available to it, either party may terminate this agreement with immediate effect by giving written notice to the other party if:
- (a) the other party fails to pay any amount due under this agreement on the due date for payment and remains in default not less than 30 days after being notified in writing to make such payment;
 - (b) the other party commits a material breach of any term of this agreement and (if such breach is remediable) fails to remedy that breach within a period of 14 days after being notified in writing to do so;
 - (c) the other party repeatedly breaches any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement;
 - (d) the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or [(being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 (IA 1986) as if the words "it is proved to the



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satisfaction of the court" did not appear in sections 123(1)(e) or 123(2) of the IA 1986 **OR** (being a partnership) has any partner to whom any of the foregoing apply];

- (e) the other party commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with any of its creditors other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (f) the other party applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- (g) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of that other party other than for the sole purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party;
- (h) an application is made to court, or an order is made, for the appointment of an administrator, or if a notice of intention to appoint an administrator is given or if an administrator is appointed, over the other party (being a company, partnership, or limited liability partnership);
- (i) the holder of a qualifying floating charge over the assets of that other party (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;
- (j) a person becomes entitled to appoint a receiver over all or any of the assets of the other party or a receiver is appointed over all or any of the assets of the other party;
- (k) a creditor or encumbrancer of the other party attaches or takes possession of, or a distress, execution, sequestration, or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within 14 days;
- (l) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 15.2(c) to clause 15.2(k)(inclusive); or
- (m) the other party suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (n) there is a change of control of the other party (within the meaning of section 1124 of the Corporation Tax Act 2010).



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15.3 For the purposes of clause 14.1(b), a **material breach** means:

- (a) a breach of any of the obligations set out in clauses 10.1, 10.4, and 17;
- (b) designs failing the required standards at mock up stage following attempts to improve and agree the designs with the Authority and/or a failure to meet the timescales set out in the Project Plan;
- (c) failure to meet level 2 requirements of the Web Content Accessibility Guidelines (WCAG 2.2 Guidelines);
- (d) the Supplier's server is not fit for purpose causing the Website to be vulnerable, hacked or otherwise compromised or fails to fix any vulnerabilities identified through a penetration test within 48 hours of the vulnerability being identified; or
- (e) a breach that has a serious effect on the benefit the terminating party would otherwise derive from this agreement.

15.4 On expiry or termination of this agreement:

- (a) all licences granted to the Supplier under this agreement shall terminate immediately;
- (b) the Supplier shall promptly return all Materials and all copies of the Site Specification to the Customer and shall provide to the Customer an electronic copy of the Site (including all content on the Site). The Supplier shall provide all such assistance as is reasonably requested by the Customer in transferring the hosting of the Site to the Customer or another service provider, subject to payment of the Supplier's expenses reasonably incurred.

15.5 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of this agreement shall remain in full force and effect.

15.6 Termination or expiry of this agreement shall not affect any rights, remedies, obligations, or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the date of termination or expiry.

16. **Change control**

Any request to change the scope of the Services shall be processed in accordance with the Change Control Procedure.



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17. Force majeure

Neither party shall be in breach of this agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure result from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly. If the period of delay or non-performance continues for 30 days, the party not affected may terminate this agreement by giving 30 days' written notice to the affected party.

18. Confidentiality

18.1 **Confidential Information** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives (as defined below) to the other party and that party's Representatives whether before or after the date of this agreement in connection with this agreement, including but not limited to:

- (a) the terms of this agreement or any agreement entered into in connection with this agreement;
- (b) any information that would be regarded as confidential by a reasonable businessperson relating to:
 - (i) the business, assets, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the disclosing party; and
 - (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party; and
- (c) any information developed by the parties in the course of carrying out this agreement.

Representatives means, in relation to a party, its employees, officers, contractors, subcontractors, representatives and advisers.

18.2 The provisions of this clause shall not apply to any Confidential Information that:

- (a) is or becomes generally available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
- (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
- (c) was, is or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;



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- (d) the parties agree in writing is not confidential or may be disclosed; or
 - (e) is developed by or for the receiving party independently of the information disclosed by the disclosing party.
- 18.3 Each party shall keep the other party's Confidential Information secret and confidential and shall not:
- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (**Permitted Purpose**); or
 - (b) disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 18.
- 18.4 A party may disclose the other party's Confidential Information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:
- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
 - (b) at all times, it is responsible for such Representatives' compliance with the confidentiality obligations set out in this clause.
- 18.5 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible and, where notice of disclosure is not prohibited and is given in accordance with this clause 18.5, it takes into account the reasonable requests of the other party in relation to the content of such disclosure.
- 18.6 Each party reserves all rights in its Confidential Information. No rights or obligations in respect of a party's Confidential Information other than those expressly stated in this agreement are granted to the other party, or to be implied from this agreement.
- 18.7 On termination or expiry of this agreement, each party shall:
- (a) destroy or return to the other party all documents and materials (and any copies) containing, reflecting, incorporating, or based on the other party's Confidential Information;
 - (b) erase all the other party's Confidential Information from computer and communications systems and devices used by it, including such systems

and data storage services provided by third parties (to the extent technically and legally practicable); and

- (c) certify in writing to the other party that it has complied with the requirements of this clause, provided that a recipient party may retain documents and materials containing, reflecting, incorporating, or based on the other party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority. The provisions of this clause shall continue to apply to any such documents and materials retained by a recipient party, subject to clause 15 (Term and Termination).

18.8 The provisions of this clause 18 shall survive for a period of five years from termination or expiry of this agreement.

19. Audit

The Customer shall have the right to audit the Supplier's compliance with this agreement, including whether appropriate measures have been taken under clause 13, on giving seven days' written notice to the Supplier. At the Customer's option, this audit may cover documents only or may include onsite audit, subject to the Customer notifying the Supplier of the identity of any onsite auditors and giving confirmation that any external auditors have entered into appropriate confidentiality agreements.

20. Notices

20.1 Any notice given to a party under or in connection with this agreement other than a communication made under **Error! Bookmark not defined.**13.1 (Security of network and information systems) shall be in writing and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
- (b) sent by email to the following addresses (or an address substituted in writing by the party to be served):

(i) Party 1: [ADDRESS].

(ii) Party 2: Head of Communications:
Sarah.Calderbank@lakedistrict.gov.uk

20.2 Any notice [other than a communication made under **Error! Bookmark not defined.**13.1 (Security of network and information systems) shall be deemed to have been received:



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- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

20.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

21. Publicity

All media releases, public announcements and public disclosures by the Supplier relating to this agreement or its subject matter, including promotional or marketing material, shall be co-ordinated with the Customer and approved by the Customer prior to release.

22. Assignment and other dealings

Neither party shall assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement.

23. Entire agreement

23.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

23.2 Each party acknowledges that in entering into this agreement it does not rely on any statement, representation, assurance, or warranty (whether made innocently or negligently) that is not set out in this agreement.

23.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

24. Third party rights

24.1 This agreement does not give rise to rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.



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24.2 The rights of the parties to rescind or vary this agreement are not subject to the consent of any other person.

25. Variation

No variation of this agreement shall be effective unless it is in writing and signed by the parties (or their authorised representatives).

26. Waiver

26.1 A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.

26.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

27. Severance

27.1 If any provision or part-provision of this agreement is or becomes invalid, illegal, or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.

27.2 If any provision or part-provision of this agreement is deemed deleted under clause 27.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

28. Governing law

This agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation are governed by and construed in accordance with the law of England.

29. Jurisdiction

Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this agreement or its subject matter or formation.

This agreement has been entered into on the date stated at the beginning of it.



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Schedule 1 Project plan

The Project Plan is set out in paragraphs 8 and 9 of the Invitation to Tender attached to this Agreement.



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Schedule 2 Site software and specification

The Site Software and Specification are set out in paragraphs 4, 6, and 7 together with Appendix 2 of the Invitation to Tender attached to this Agreement.



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Schedule 3 Services



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Schedule 4 Acceptance tests



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Schedule 5 Charges



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Schedule 6 Change control procedure

1. The Supplier and the Customer shall discuss any change to this agreement (**Change**) proposed by the other and such a discussion shall result in either:
 - (a) a written request for a Change by the Customer; or
 - (b) a written recommendation for a Change by the Supplier,or, if neither the Customer nor the Supplier wishes to submit a request or recommendation, the proposal for the Change will not proceed.
2. Where a written request for a Change is received from the Customer, the Supplier shall, unless otherwise agreed, submit a Change control note (**CCN**) to the Customer within the period agreed between them or, if no such period is agreed, within five Business Days from the date of receipt of such request for a Change, or inform the Customer that the Supplier is not able to comply with such written request for a Change.
3. A written recommendation for a Change by the Supplier shall be submitted as a CCN direct to the Customer at the time of such recommendation.
4. Each CCN shall contain:
 - (a) the title of the Change;
 - (b) the originator and the date of the request or recommendation for the Change;
 - (c) the reason for the Change;
 - (d) the full details of the Change, including any specifications and user facilities;
 - (e) the price, if any, of or associated with the Change;
 - (f) a timetable for implementation, together with any proposals for acceptance of the Change;
 - (g) the impact, if any, of the Change on other aspects of this agreement, including:
 - (i) the Charges;
 - (ii) the contractual documentation; and
 - (iii) staff resources;
 - (h) the date of expiry of validity of the CCN (which shall not be less than [NUMBER] Business Days); and
 - (i) provision for signature of the CCN by the Customer and the Supplier.



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5. For each CCN submitted, the Customer shall, within the period of validity of the CCN as set out in [paragraph 4\(h\)](#) of this Schedule 6:
 - (a) allocate a sequential number to the CCN;
 - (b) evaluate the CCN, and as appropriate either:
 - (i) request further information; or
 - (ii) approve the CCN; or
 - (iii) notify the Supplier of the rejection of the CCN; and
 - (c) if approved, arrange for two copies of the approved CCN to be signed for and on behalf of the Customer and the Supplier. The signing of the CCN shall signify acceptance of a Change by both the Customer and the Supplier.

6. Once signed by the Customer and the Supplier in accordance with paragraph 5 of this Schedule 6, the Change shall be immediately effective and the Customer and the Supplier shall perform their respective obligations on the basis of the agreed amendment.



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Schedule 7 Supplier's network and information systems security

Part 1 Security of systems and facilities

- A description or mapping of the Supplier's information system insofar as it relates to the Customer and any policies the Supplier has in place for managing information security, including risk analysis, human resources, security of operations, security architecture, secure data, and system life cycle management and, where applicable, encryption and its management.
- Its measures to protect the security of its network and information systems from damage using an all-hazards risk-based approach, addressing for instance system failure, human error, malicious action, or natural phenomena.
- Its measures including any policies to ensure the accessibility and traceability of critical supplies used in the provision of the Services.
- Any measures to ensure that the physical and logical access to network and information systems, including administrative security of network and information systems, is authorised and restricted based on business and security requirements.

Part 2 Incident handling

- Its detection processes and procedures for ensuring timely and adequate awareness of anomalous events and details of the ways in which it maintains and tests these processes and procedures.
- Its processes and policies on reporting incidents and identifying weaknesses and vulnerabilities in its information systems.
- Its procedures for assessing the severity of a security incident, documenting knowledge from incident analysis which may serve as evidence and support a continuous improvement process.

Part 3 Business continuity management

- Its contingency procedures for ensuring business continuity for the websites its hosts and details of the ways in which it regularly assesses and tests these.
- Its disaster recovery capabilities and details of the ways in which these are regularly assessed and tested.

Part 4 Monitoring, auditing, and testing

Its policies and the maintenance of such policies on:



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- Conducting planned sequences of observations or measurements to assess whether network and information systems are operating as intended.
- Inspection and verification to check whether a standard or set of guidelines is being followed, records are accurate, and efficiency and effectiveness targets are being met.
- A process (including technical processes and personnel involved in the operation flow) intended to reveal flaws in the security mechanisms of a network and information system that protect data and maintain functionality as intended.

Part 5 International standards

Any information or policies on compliance with international standards.



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Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF SUPPLIER]

.....

Director

Signed by [NAME OF DIRECTOR] for and on behalf of [NAME OF CUSTOMER]

.....

Director