

WEST OF WATERLOOVILLE FORUM

12 November 2012

DEVELOPERS' ART AND PLAY CONTRIBUTIONS AT WEST OF WATERLOOVILLE

REPORT OF ASSISTANT DIRECTOR (ECONOMIC PROSPERITY) (WCC) AND COMMUNITY MANAGER (HBC)

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RECENT REFERENCES:

[WWF62](#) - Deployment of Developers' Art Contributions At West of Waterlooville – September – 13 September 2011

[Portfolio Holder Decision Notice 405](#), West of Waterlooville Developer Contributions for Public Art – May 2012

EXECUTIVE SUMMARY:

Last September, Members of the Forum approved a paper (WWF62 refers) which set out an approach to deploying the Developer Contributions being received for public art across the development area.

This report records progress in this area over the past year, including the setting up of the Arts Advisory Panel, the production of a Public Art Strategy – which Members are asked to formally adopt at this meeting - and the commissioning of the 'WoWPod'.

It also makes a proposal to extend the remit of the Panel to oversee deployment of the remaining Developer Contributions for Play, and to provide for the long term

stewardship of the WoWPod.

RECOMMENDATIONS:

That the Forum recommends

- a) to the Portfolio Holder for Communities, Culture and Sport at Winchester City Council and
- b) to the Portfolio Holder for Economy and Community at Havant Borough Council

that:

1. the Public Art Strategy for West of Waterlooville at Appendix 1 be formally adopted by their respective Councils, subject to any minor amendments which may be delegated by the Forum to the Assistant Director (Economic Prosperity) in consultation with the Arts Advisory Panel at this meeting;
2. they approve the proposal to expand the terms of reference of the Arts Advisory Panel to include any future deployment of Developer Contributions for Play;
3. they authorise the Assistant Director (Economic Prosperity) at Winchester City Council and the Community Manager at Havant Borough Council respectively to enter into negotiations with a suitable, locally based, not-for-profit organisation about the potential to transfer of ownership of the WoWPod once the 'phase one action plan' has been delivered;
4. they note the changes to the arrangements for holding and monitoring the Art Contributions outlined in paragraph 7.2 of this report

## WEST OF WATERLOOVILLE FORUM

12 November 2012

### DEVELOPERS' ART AND PLAY CONTRIBUTIONS AT WEST OF WATERLOOVILE - UPDATE

### REPORT OF ASSISTANT DIRECTOR (ECONOMIC PROSPERITY) (WCC) AND ECONOMY AND COMMUNITY MANAGER (HBC)

#### DETAIL:

#### 1 Introduction

- 1.1 Last September, Members of the West of Waterlooville Forum approved proposals to set up an Arts Advisory Panel to oversee the deployment of over £400,000 in anticipated contributions towards public art across the development area. (Report WWF62, Deployment of Developers' Art Contributions at West of Waterlooville, refers.)
- 1.2 The Panel was duly established, under the Chairmanship of Cllr Patricia Stallard, and has met regularly throughout the past year. It includes one Member from each local authority, an external arts advisor, a representative of the local community and relevant officers from the two councils. The Panel's first task was to commission a Public Art Strategy for the site which, in the words of report WWF62, was designed to:  
  
*"ensure that funds are efficiently deployed, and that local people are effectively engaged"*.
- 1.3 This report provides an update for Members on the progress made by the Arts Advisory Panel over the last year, and proposes a number of recommendations based on its experience.

#### 2 The Public Art Strategy

- 2.1 The Strategy was commissioned by inviting bids on the South East Business Portal and through local networks and media. The team selected to produce the Strategy consisted of an artist, Steve Geliot, and an arts consultant, Clare Halstead, both from East Sussex.
- 2.2 The consultants carried out community consultation activities in the area around the development, based on a list provided by the Arts Advisory Panel that included children and older people, artists and arts organisations, schools and community groups.
- 2.3 In line with the brief, they produced a Strategy which sets out:

- a) a vision and objectives for what is to be achieved;
- b) an assessment of some of the most promising opportunities already emerging on the site; and
- c) a 'phase one' action plan for the Taylor Wimpey contribution of £90,000 already received by Winchester City Council and Havant Borough Council.

In addition, they added a 'toolkit' of useful models and templates to support the commissioning and decommissioning of the type of projects referred to in the Strategy.

2.4 The consultants made a presentation to this Forum in February 2012, and Members will recall their proposals for the creation of a [WoWPod](#) - or portable event space – as part of the initial action plan. This idea responded directly to consultation findings that residents needed a focal point for meetings and social activities, in the absence of any community infrastructure in the early phases of the site.

2.5 The phase one action plan includes a line up of:

- five modest commissions designed to be landscape interventions;
- a programme of community events (workshops, performances and outreach from other events and venues in the area such as Hat Fair in Winchester or Making Space in Havant);
- a local history project (subject to a Heritage Lottery Fund grant which has now been applied for; and, of course,
- creation and deployment of the WoWPod.

2.6 With encouragement from this Forum at that meeting, the artists finalised the Strategy and were then commissioned to deliver the 'phase one' action plan they had developed, on the strength of the local connections they had made, their understanding of the site and the vision they had set out for the development. [Portfolio Holder Decision Notice 405](#) explains this in more detail.

2.7 The Forum is therefore asked to adopt the Strategy at Appendix 1, subject to any minor amendments which may be delegated by the Forum to the Chair of the Arts Advisory Panel at this meeting.

### 3 Phasing

3.1 Although both developers were initially invited to sit on the Arts Advisory Panel, there was – for different reasons - little communication with either one, until a late stage in the development of the Strategy. Significantly, information about estimated build timings – which is critical to the delivery of any

integrated arts interventions – has been difficult to obtain, and, even now, these can only be approximate because of their dependency on the housing market.

- 3.2 The phase one action plan which forms part of the Strategy includes many small-scale activities aimed at building a sense of community within the Taylor Wimpey site. Craft and poetry workshops took place next to the Hambledon Road play area over the summer, and a neighbourhood celebration on 15<sup>th</sup> September in the central green off Baler Lane. The event was generally well received, although one or two residents living off the green complained before the event about anticipated noise levels and the potential for antisocial behaviour. Although there were no problems of this nature on the day, it is clear that the creation of other suitable event spaces on the site as part of the forthcoming build phases will help to ensure that activities can be spread across the area rather than focussed on one location.
- 3.3 In the run-up to the September event, Taylor Wimpey met with officers and gave a clearer indication of timings for future building. Construction will last several years, and the phase one action plan for public art – originally intended to be a one year programme – is being reviewed at the next meeting of the Arts Advisory Panel (taking place on 7 November) with this in mind.
- 3.4 A representative from Grainger has now regularly started to attend the Panel meetings, and took part in the consultation for the Strategy. It is likely that the release of Grainger contributions for public art could be some years off, but the most effective use of the money will be achieved by early integration of ideas into the site plans. The Panel is keen to ensure that opportunities are not lost as a result of the timing of the receipt of the Grainger moneys.

#### 4 Integration of Arts and Play

- 4.1 Discussions at Arts Advisory Panel meetings led to wider consideration of the site, and officers responsible for landscapes, open space and play have all been involved at various times. Because of their much smaller size, there is no parallel panel to oversee decisions about deployment of the Contributions for Play.
- 4.2 The Hambledon Road play area has already been paid for out of the Play Contributions, which total £130,000 from Taylor Wimpey. This leaves just over £53,000 to be committed, some of which may need to be used to improve the Hambledon Road play area if one or two early criticisms become more widespread.
- 4.3 There is apparently a collective view that this money should be spent on a natural play environment, to be created at the bridge near the link to the Grainger (southern) part of the site. Provision for this was therefore made in the planning consents for Phases 3 and 4 of the Taylor Wimpey site. However, Taylor Wimpey have recently indicated that it would not be possible to construct the play environment until the last of their houses have been built

and all related drainage/infrastructure works completed, on the basis that these may affect land levels or require engineering works in that area.

- 4.4 What has become clear is that it would be sensible to enhance the play area through the Art Contributions, so that the play area can become both a piece of 'art' or special feature in its own right - drawing inspiration from the natural environment around – whilst also providing opportunities for healthy outdoor activities and socialising.
- 4.5 It is therefore recommended that the remit of the Arts Advisory Panel is extended to include oversight of the Play Contributions to ensure maximum value for money from the two budgets. Both budgets would still be used for their legally agreed purposes, but in thinking holistically about them there is excellent potential to increase the impact they can make. This is wholly in keeping with one of the principles adopted by this Forum last September:

*“the strategy for the Art Contribution will be fully integrated with other community development work on the site;”*

## 5 The WowPod

- 5.1 The WowPod was the brainchild of artist Steve Geliot, and he has been commissioned to design and build it. The proposed design of the WoWPod was tested over the summer with a number of technical officers, to ensure that its construction would be safe, flexible, durable and resistant to fire, vandalism and the elements. The model can be viewed on the [website](#). The Pod is intended to be used for a variety of functions, including a stage (or mini bandstand), a cinema screen, and a shelter. It can also be split into two to form two smaller spaces, which can be folded away when not needed - or indeed positioned thoughtfully as youth shelters.
- 5.2 Construction is under way, using natural and locally appropriate materials such as oak and hazel. The estimated completion date is the end of November, ready for another community event in December. The design life is intended to be a minimum of five years, but the artist believes that a small amount of refurbishment at that point could keep the Pod in good condition for up to 10 years.
- 5.3 There has been interest in the Pod and the wider strategy for deploying Developer Contributions from Arts Council England, South East, with senior officers keen to come and view progress. Leading Members at Winchester City Council have been inspired by the concept, and are now keen to commission a parallel, artist-led, moveable space – suitable for use across the District as a legacy from 2012's year of community celebrations.
- 5.4 The WoWPod will effectively be 'owned' jointly by Winchester City Council and Havant Borough Council. Neither Council has the capacity to manage or programme the Pod, once the existing contract with the two artists comes to an end next summer. It is therefore suggested that the Pod be handed over to a local community group (eg the newly formed Residents' Association), with an

appropriate agreement to ensure that it is used in ways that continue to fulfil the principles underpinning the Public Art Strategy.

- 5.5 The Association would be responsible for managing bookings; keeping the Pod in good repair; insurance, storage and transport. In return, they would be able to retain any income from their own events at the Pod, and also for any external hirings/bookings to meet such outgoings and potentially generate income for their group in the same way as a more established community association.
- 5.6 To this end, the Chair of the Arts Advisory Panel seeks permission from the Forum to initiate discussions with local not-for-profit groups which would provide for the good care and management of the Pod over the longer term.

#### OTHER CONSIDERATIONS:

#### 6 COMMUNITY STRATEGY AND CHANGE PLANS (RELEVANCE TO):

- 6.1 The aspirations for the Art Contribution for the West of Waterlooville MDA directly support the Active Communities outcome of the Community Strategy for the Winchester District. The approach set out in this report would support the first theme of this outcome, which states:

*“People play an active role in their community and help shape how resources are used to deliver local services.”*

- 6.2 Havant’s Sustainable Community Strategy seeks to improve quality of life by focussing on the individual, the family, the community and the environment. The art contribution for the West of Waterlooville MDA would support the aims of:
- encouraging the development of the mind, body and spirit of the individual, and
  - creating a community that is a good place to belong, and a play to enjoy

#### 7 RESOURCE IMPLICATIONS:

- 7.1 The Art Contribution is a ring-fenced fund which has to be spent in accordance with the S106 Agreement. It does not have any financial impact on other Council budgets, but there is an ongoing implication for officer/management time in delivering the programme which will not be charged to the fund.
- 7.2 At the time of the report WWF62 considered by Members last year, it was anticipated that the full Art Contribution from Taylor Wimpey would be paid to Winchester City Council as ‘banker’ for the public art project. In the event, Taylor Wimpey paid the agreed contributions to each Council separately. Winchester City Council officers therefore hold a monitoring function for the full £90,000 and every item of expenditure is carefully tracked. A new

monitoring report is being presented to each meeting of the Arts Advisory Panel from this month, now that there is regular expenditure against this budget heading occurring.

- 7.3 The Play Contribution referred to in the paper sits wholly with Havant Borough Council.

## 8 RISK MANAGEMENT ISSUES

- 8.1 The Strategy and Arts Advisory Panel proposals put forward in this report are designed to manage the key risks associated with the Art Contribution for the West of Waterlooville MDA. These are:
- a) failure to spend Contributions in accordance with the S106 Agreement, resulting in a legal challenge from the developers which could result in repayment of the money and/or lack of funds to spend on community building initiatives in the development area;
  - b) failure to spend the Contribution in a way which brings about the desired results of *“enhancing the built environment, supporting community cohesion and wellbeing, and contributing towards a positive local identity in the development area”*, which could lead to longer term problems for the residents of West of Waterlooville and the agencies and organisations which work with them.

### BACKGROUND DOCUMENTS:

West of Waterlooville Section 106 Agreement, available from S106 Officer in WCC Planning Management Team

### APPENDICES:

Appendix 1 - Public Art Strategy for West of Waterlooville

Please note that, due to its size, this appendix has been reproduced in paper format for members of the Forum only. The appendix is available from the following link:

<http://www.winchester.gov.uk/meetings/details/1142>



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of  
aterlooville  
public art strategy



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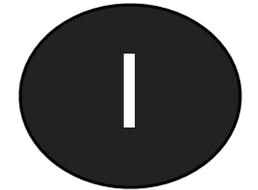
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- recruitment/selection and commissioning models
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# Introduction



The West of Waterlooville (WOW) Public Arts Strategy has been developed by Steve Geliot and Clare Halstead, who were appointed by Havant Borough Council and Winchester City Council as Arts consultants between January and March 2012. The contract is held with Winchester City Council.

Steve and Clare bring complementary perspectives and experience of developing and delivering arts projects in the public realm.

Steve is a sculptor and consultant artist who has worked on both large scale and community based public art projects, and has written detailed strategies for the delivery of public art programmes in a wide variety of settings.

Clare has developed and managed a series of public art programmes in schools while working for the County Arts Service in West Sussex and devised creative learning and engagement projects with artists and people of all ages.



Our commissioning brief and subsequent research has enabled us to establish clear **strategic objectives** for public art in the West of Waterlooville Major Development Area (MDA):

- to use the Public Art contribution in the best interests of the West of Waterlooville community, and to fully integrate it with other community development work on the site
- to celebrate unique aspects of the area, including local history and landscape qualities
- to bring together new and existing residents through a range of social and cultural initiatives which create a sense of place, belonging and pride
- to involve local people through open discussions, consultations and exhibitions to ensure coherence with and sensitivity to other local priorities
- to commission high quality site specific public art
- to deliver projects which contribute to and make the most of the existing local cultural infrastructure
- to obtain good value from the public art contribution

## Context – physical and social

**Geography** ----- The West of Waterlooville MDA is next to Waterlooville, a medium sized town adjacent to the A3. Portsmouth lies approximately 15 miles to the south and rural Hampshire, including the South Downs National Park, and the Meon Valley area begins a few miles to the north. The boundary between Winchester City Council and Havant Borough Council runs through the development. Neighbourhoods bordering on the new development include Denmead, Cowplain, Stakes, Purbrook, Widley and Wecock. The development land in the Taylor Wimpey area includes footpaths, rights of way and small streams and wetland areas, some of which will be subject to re-routing.

**Economy** ----- The economic climate in which this project has been initiated is one of reduced funding for local authorities, minimal economic growth and rising prices. However, the Waterlooville area is mixed in economic terms, having a number of high-tech industries and other businesses located there, and is well connected to the Portsmouth and Southampton urban areas and the A3/M3 route to London.

**Social** ----- The demographic of this mixed development includes owner occupiers, shared ownership, social housing and elderly residential provision plus business premises and a community recycling facility. In future phases the development will include new schools, a community centre and local park. A new parish council will be established for the area in the Winchester District sector and will have its own funds based on a council precept. Neighbouring parish councils are Southwick & Widley and Denmead.

**History** ----- The West of Waterlooville MDA is former farmland. At the time of writing this strategy, much of the farmland is still untouched, including redundant farm buildings in the southern part of the development area. Woodland bordering the development area may be remnants of the ancient Forest of Bere that stretched across this part of Hampshire. Post-war housing north of Portsmouth has grown rapidly with a number of large estates built to re-house communities and support development, including Leigh Park and areas of Havant as well as Waterlooville. The West of Waterlooville MDA is a continuation of this development and provides a 'logical' western area of Waterlooville.

**Nature** ----- A full environmental survey was completed as part of the planning process. As a result, the development has given consideration to the preservation of bats, grass snakes, meadows and hedgerows, as well as the inclusion of green routes and green open spaces within the development. The landscape character is non-intensive agricultural, featuring oak trees, hedges and wet grassland.



## The developers and phases

This consultation, strategy and the Stage 1 arts programme proposed are funded through the Section 106 contribution of £90,000 from **Taylor Wimpey** who have already built and sold housing on the smaller northern part of the MDA and are currently commencing the development of the remainder of their development land. The Stage 1 arts programme will be spread over two years from summer 2012.

The larger, second part of the West of Waterlooville MDA public art programme will be funded through Section 106 contributions from **Grainger plc** who are acting as “Lead Developer” and have a long term commitment to the site that may continue for 10 –15 years, but will also be selling off blocks within the development area for others to build.

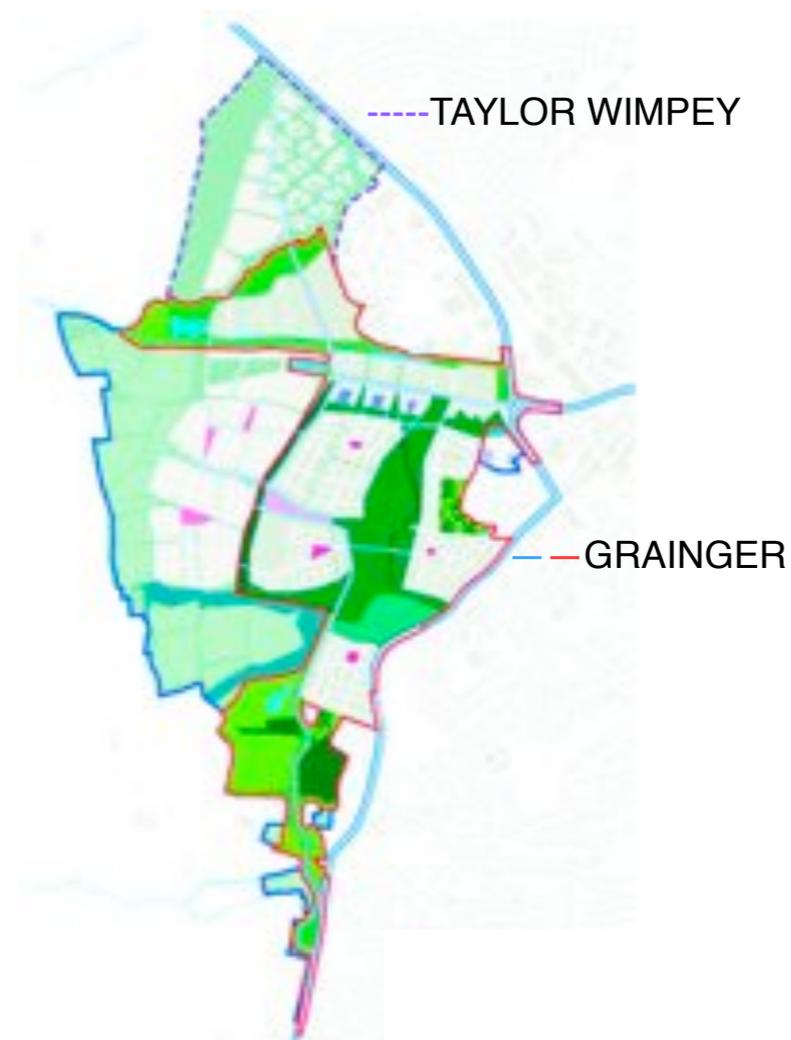
Information available to the consultants in March 2012 stated that once planning permission is obtained, marketing of the Grainger development will begin from April 2012. The current understanding of the likely progression of section 106 payments from Grainger for public art and for other relevant areas is based on trigger points:

£100,000 at prior occupation of residential units at these levels:  
150, 500, 1,000, 1,500, 2000

a £945,000 allocation to play areas with the developer agreeing with Local Authorities the play equipment provision and maintenance at the commencement of each phase

There are also outline commitments to contributing to the Leisure Centre and an apprenticeship scheme via payments to Havant Borough Council

The Grainger scheme will include larger infrastructure projects: two primary schools, a community centre, a health centre, and youth provision currently described as a youth shelter.



Consultation sessions have helped to define the context for the first year of the public art programme at WoW and to give us more detailed insight into the local area. These activities were informal, and aimed at a spread of ages and geographical locations around West of Waterlooville. Some key findings include:

- enjoyment of the local landscape and appreciation of natural materials
- parents and children enjoying “wild” play spaces in local woodland areas
- favourite places include Portsdown Hill, Queen Elizabeth Country Park and Meon Valley
- the predominance of people’s links with Leigh Park and Portsmouth
- the acceptance of the development by many people: ‘people have to live somewhere’
- resistance of some of the more established communities to the extent of change on their doorstep
- a lack of cultural and community provision in the area closest to the site
- the way that the locality is understood by residents as a series of smaller named neighbourhoods
- lack of mobility between neighbourhood areas
- lack of information about what is going on in the locality
- an appetite amongst families in the area for more cultural opportunities in their neighbourhoods
- the different needs of older residents, families and young people



## Vision:

### People make places and places make people

5



*It is a warm September evening, and a small crowd of perhaps a hundred people is gathering. Some have come from their new homes just a few yards away, others from the north side of Hambledon Road and from Denmead and further afield. Some of the crowd know each other, having newly become friends whilst taking part in workshops and other activities over the summer holidays. They are gathering around a strange but beautiful construction in oak and thatch which is brightly lit, and located amongst a clump of mature trees, which seem to hold it in their familiar arboreal embrace. Like the oaks, it seems rooted within the ancient landscape, yet alive, and fresh and new at the same time. The WOWpod has become a magnet, and an emblem, with one foot in past material traditions, and the other stepping into the future. Its recent arrival in this particular location was an intriguing drama for the families who have come to feel a sense of anticipation each time it moves to a new location on the development. What shape will it be this time? What is going to happen? It is a bit like the circus coming to town. The area around the WOWpod is decorated with wonderful things the children have made, and a few stewards with torches are explaining to people the best places to stand before it starts.....*

The public art for West of Waterlooville comes alive from a dual approach of temporary events, activity and engagement on the one hand, and high quality permanent interventions on the other. Ultimately the division between the two strands is intentionally blurred, with the legacy of the activity expressed through ongoing creative community activity on the one hand and on the other, through the permanent more object based interventions, which invite and encourage a playful and active relationship with the new and old landscapes. The permanent objects and temporary activities have laid the foundations of communal folklore and have provided the means by which people have come to know each other and developed a sense of belonging to their new community. In contrast to many common architectural and landscape features, which are bought off catalogue, the permanent artifacts have grown out of this specific location, and the people and wildlife which inhabit it.

Wherever possible and appropriate, local artists, makers, performers and suppliers, with the required expertise and experience, are used, to help build local identity into the commissioning process. Where there is the opportunity to develop and train locally based artists so that they can gain the necessary skills and valuable experience, it will be taken, so that as the development progresses over subsequent years there is a stronger, more established and relevant skills base within the local creative economy.

Some of the challenges are about building a sense of community, and doing what we can to address the emotions created by the loss of natural or non-intensive agricultural landscape. The language of new housing is often fairly urban in quality, although the arrangement of the blocks of houses, the green spaces, and the use of access routes through the Taylor Wimpey site from east to west does begin to break up the built masses. This spatial porosity has a psychologically softening effect, as well as allowing the feeling of the landscape to creep back in through “windows” and framed views.

This strategy proposes the use of both temporary activities of the as well as some small to medium scale permanent commissions to underline this porosity, as well as re-emphasise and re-connect to the local landscape qualities such as wet meadows, oak trees and hedges.

In terms of material language, it is suggested that natural materials of local appropriateness be favoured over more modern industrially produced materials, subject to quality and durability requirements. At the same time these materials which are rooted in the landscape language and psychology may be used in very contemporary and innovative ways.



e.g. uses of cast metal and carved and constructed timber:  
Steve Geliot  
Caroline Barton  
Alison Crowther

## Opportunities and Challenges in future phases of WoW public art

This strategy recognises the importance of maintaining a consistent quality of approach to commissioning, and a philosophical continuity to the entire West Of Waterlooville MDA. However there are differences between the two parts of the overall West Of Waterlooville development which need to be considered.

### The Taylor Wimpey site

The plans for the initial phase of the Public Art programme have been developed within certain constraints:

- The opportunities for successful integration in the first phases of West of Waterlooville are rather limited as compared to the significant opportunities to integrate permanent works in the later stages of the development, because so much has been built or fixed in design terms already. The design, integration and creation of permanent art interventions is more achievable when the artists are appointed early, and where the developer adopts an engaged and collaborative approach.
- Retrospective addition of permanent artworks is still possible, and can be successful, but the risks are higher, both in design terms and in terms of causing damage to newly built streetscapes during the installation process. The developer may also feel uncomfortable with additional disruption inflicted on their customers.
- Taylor Wimpey have said that they are only happy to see public art activity occur on land which is adopted, i.e. under local authority control.

However, planning for the future of the public art programme will be supported by the Taylor Wimpey phase programme through:

- Evaluation and reflection on initial phases of public art to consider what approaches have worked best and if the same principles will apply well to future phases
- The establishment of relationships with local stakeholders and project partners that will persist into future phases
- Engagement with the local community that is already in place from the Taylor Wimpey phase will generate successive waves of positive energy so that one new community welcomes and supports the next



Taylor Wimpey Site  
phase 1 public art locations

- green link
- social hub
- play nucleus
- re-creation ground/  
playable landscape

## The Grainger site

There is an opportunity to begin to establish a good working relationship with Graingers at the earliest available moment, so that the larger opportunities in subsequent phases are effectively identified and captured. This early engagement may also lead to opportunities of putting “arts money” together with developer “fixed costs” on certain items as enhancements, and thus in some circumstances stretch the limited funds a bit further, with increased impact. Early successes with the Taylor Wimpey site are likely to encourage Graingers to be proactively involved.

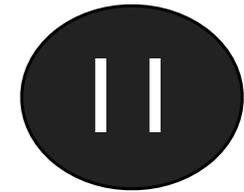
### The principal new opportunities in the Grainger development are:

- A more engaged developer with a long term stake in the development, and a more collaborative approach
- The larger community infrastructure opportunities such as schools, community centre, health centre, and large open space etc
- The ability to begin considering and planning the art strategy early enough to facilitate a more integrated commissioning approach
- The ability to use the early phases of commissioning to learn, inform and constantly improve the future commissioning phases
- An enhanced ability to put art budgets and developer fixed costs together where appropriate to maximise the opportunity and effect
- The ability to generate successive waves of positive energy so that one new community welcomes and supports the next
- Much of the basic background work has already been done through the strategy development for the Taylor Wimpey site, with any further research and development thus leading to an ever deeper, but more targeted and detailed understanding of the context

### The challenges which need to be considered are:

- Maintaining momentum over a long timeframe and how you avoid a disruptive and confusing stop-start scenario as the development unfolds gradually, within a potentially fluctuating economic outlook
- Having a good relationship with the lead developer is crucial, and will underpin the overall strategy, but individual developers and house builders will have different attitudes to public art, and these “personalities” will need to be managed
- Stakeholder expectations will need to be managed carefully with good communication and clarity about what is happening where, when and why
- Competing interests may surface over time which seek to take art funding and spend it on other things. The objectives of this public art strategy need to be developed with consistent and robust processes, clearly communicated and kept up to date. The detail needed to do that may only emerge gradually and incrementally, so regular review should be built in to the on-going project management processes
- The scale of the development - although the public art budget is significant, the development is huge, and it would be all too easy to spread the limited budgets too thinly





## Recommendations

### 1. Commissioning high quality public art

IXIA - the national Public Art Think Tank describes public art as follows:

The spectrum of artistic practice represented by the term 'public art' encompasses art commissioned as a response to the notion of place, art commissioned as part of the designed environment and process-based artistic practice that does not rely on the production of an art object. When searching for a definition, it is helpful to regard public art as the process of artists responding to the public realm.

An assessment of the public art sector suggests that the roles that artists have include working:

- as members of design teams contributing to regeneration projects through research, reflection and resulting propositions which address the context and functions of a specific site
- to engage creatively with communities in order to explore and articulate issues of local significance
- as commentators, researchers and provocateurs producing either permanent or temporary public art

Source: <http://ixia-info.com/about-public-art>

It is recommended that this definition of public art is adopted, and that art, play and landscape be considered together.

The employment of experienced public art consultants and project managers will assist in the procurement of high quality commissions.

The toolkit provided in this document contains detailed information about commissioning and delivery processes for public art.



## 2. Identifying opportunities

Public art programmes are more successful where developers, local authorities and artists are engaged in dialogue at the earliest possible stage. The Grainger development presents promising signs of that early engagement because of their long term stake in the development and a more collaborative approach.

Some early scoping work with Grainger's now, rather than after 150 homes have been occupied would be extremely valuable, and facilitate the integrated approach we advocate, as well as allow for some intelligent budget planning.

The approach to the future phases will have to accommodate the spacing of the trigger points for the Section 106 money and the scheduling of the major community facilities that would benefit from public art interventions. The precise timetable is not currently known, and to keep continuity between phases some funding will need to be retained to fund the lead artist or arts consultant to provide linkage and expert input so that the opportunities for public art are not lost along the way.

## 3. Identifying resources

The Section 106 budget gives a base budget to support public art commissioning, however there are opportunities to add value by partnering Section 106 money with existing budgets, and to use the Section 106 money as partnership funding in bids to other organisations.

The budget for Children's Play Provision should be included within the remit for spending on Public Art as there is a natural partnership between play and creativity and the commissioning of specialist public artists for the development of play provision would add value and support the innovative development of these areas.

Public art consultants working closely with developers will lead to the identification of sums in the construction budget that can be enhanced with Public Art money - examples include seating, street furniture, fenestration, flooring, landscaping.

## 4. Decision making, accountability and project management

Havant Borough Council and Winchester City Council are working in partnership to receive the Section 106 contributions from the developers (25% and 75% respectively) and will retain financial accountability for all public art spending, and for issuing contracts for commissioned work.

Day to day project management will be contracted from the public art budget. The West of Waterlooville Forum (13.9.2011) set the proportion of the overall budget to be spent on project management at 18% and it is recommended that this proportion is maintained.

Involvement of apprentices, volunteers and seconded staff should be welcomed, and management of these dealt with on a case by case basis.

Longer term arrangements for maintenance, insurance, public liability and ownership of public art works as well as decommissioning will be determined at the briefing stage, and set out in the artists commission contracts.

## 5. The project advisory group

Public art projects and commissioning will be overseen by a group of stakeholders who will be involved in developing the commissions, recruitment of artists and in the review and evaluation of the programme. The composition of this group should include:

- a. Lead artist / arts project manager/s as relevant
- b. Local authority representatives
- c. Local councillors - including parish councillors
- d. Developer's representative
- e. Local adult residents (e.g. residents association)
- f. Local young residents - with suitable support

The group might also want to consider how to include the opinions and needs of more vulnerable members of the community, and may also want to include representatives from organisations or groups involved in specific projects - for example schools, health services, and to consider how meetings are structured to be inclusive for a varied range of participants.

A document outlining the purpose, scope, and responsibilities of the group and of members should be established at the start of each delivery phase of the public art programme so that new people joining the group can understand how it functions and what is required of them as the composition of the group is likely to change over the period of the development.

## 6. Key roles and responsibilities of the group include:

- monitoring progress of the public art programme
- reporting progress to the West of Waterlooville Forum
- ensuring the project works effectively with the local community and local organisations
- challenging and questioning
- offering expert advice
- recording decisions and discussions
- project review and evaluation

Longer term responsibilities for maintenance, insurance, public liability and ownership of public art works will be discussed by the group and written into artists briefs and contracts as appropriate to each project.

## **7. Community participation**

Community involvement in all stages of the future programme will ensure that projects are informed by local people and that the maximum benefit for the community can be gained from projects.

Involvement can happen at many different levels - such as taking part in the project management group; taking part in consultation events; taking part in artist-led workshop sessions; and attending events - additionally in the future there will be opportunities for local people to be employed at local community and cultural facilities.

Local schools and colleges should be given opportunities to work with the public art programme to enhance their pupils' learning.

Community involvement should include opportunities for people to develop and use their skills and knowledge for their own benefit and to support the programme.

## **8. Communication**

Stakeholder expectations will need to be managed carefully, with good communication and clarity about what is happening where, when and why.

Communication should be done through as a variety of channels, including online and through social media, and opportunities to promote the project through press, TV and radio should also be considered.

## **9. Timescales and programming**

The stakeholder group, commissioned artists and project managers will need access to up-to-date information about the likely timing of different elements of the build programme. Inclusion of a representative from the developer in the stakeholder group will facilitate this and access to updates in the form of Prince2 RAG reports or other monitoring information would be useful.

## **10. Review and evaluation**

Review during and at the end of each phase is essential for a project that spans such a long time period. Review during the project will be an opportunity to monitor progress and to modify programmes where necessary. Review at the end of a phase will enable fuller evaluation and inform the development of future phases. In depth review may require additional facilitation.

Evaluation is dependent on establishing clear criteria when commissioning artists or initiating phases of work. These criteria should refer to the over-arching strategic objectives outlined at the start of this document.

## 11. Continuity

Although the **WoW**pod is a project which has come from the Taylor Wimpey site, if it works well and the meets the aims and objectives of building strong communities then it is proposed that the **WoW**pod should continue to be used across both developments. This is cost effective because the capital investment in the pod is basically a one-off, and having been made it will simply be a matter of funding an extended programme of activity at a relatively modest cost. The momentum and sense of cultural tradition will be extremely valuable.

As the effectiveness of the wider public art programme is dependent on beginning discussions early, it would be beneficial to bring forward some of the money from the Grainger site to seed fund this development. Similarly, there are likely to be gaps between the availability of public art funds throughout the Grainger phase and the overseeing group will need to be able to allow for some funding in each phase to be set aside in order to take advantage of opportunities in the next phase.

The West Of Waterlooville Forum have agreed that art budgets obtained from one developer, Taylor Wimpey for example, can be spent anywhere in the MDA.

The thematic approach which remains consistent across the entire MDA site can be summarised as:

- The physical and emotional connection with the landscape, and East – West porosity through the site
- The importance of building good relationships within the new community, as it unfolds and expands southwards
- The opportunity to support and enhance creative living, cultural and shared experiences.

## Phase 1 plan for the Taylor Wimpey site: 2012-13

The focus for year 1/2 is on these three aims:

- 1 A dual approach that balances the commissioning of permanent features with on-going community consultation and engagement through a programme of events and activities.
- 2 Emphasis on local landscape qualities within design of artifacts and choice of sites.
- 3 Engaging and developing local skills and talent and relationships with the wider cultural sector.

Activity	Detail	Why we have proposed this	Longer term outcomes
WoWpod	Design and build by Steve Geliot with expert input	Meets immediate need for community space and forms focus for activity in year 1.	The <b>WoWpod</b> will be a community asset that can be held by (and may support the formation of) a future community group. The <b>WoWpod</b> will generate dialogue about art, design, materials and creative activities and will be a prototype for future community centre design and use.
Pod activity	Main events	Key events: evening event in second weekend in September; spring event Mar/April 2013, evening event September 2013. These events will be open to the new and surrounding communities and will introduce a variety of arts disciplines: (circus, music, poetry, film etc).	On-going dialogue and consultation with new community; connection to wider cultural organisations; opportunity for community to come together, meet, share and celebrate.

Activity	Detail	Why we have proposed this	Longer term outcomes
	Mini-events and workshops	A programme of craft and creative writing sessions in the first instance, plus opportunities for other local interest groups such as astronomy and wildlife to use the pod.	Improving local community skills and knowledge about art practices; creation of words/poems that can be incorporated into permanent features; developing community links.
Apprentice	Project apprentice	A local young person employed to support the events programme on a shared basis with another cultural organisation.	Investment in local skills and young people. Future support for a community organisation?
Commissions	Heritage Commission	A bid developed in the early part of year 1 to the Heritage Lottery Fund for a project that celebrates the landscape and history of the area through recorded sound and music.	An opportunity to work with the surrounding community and value their relationship with the MDA land and create a piece of work that will exist for some years.
Commissions	Creative play area commission	Using the sums in the build budget for enhancements to a designated area or 'natural play'. Opportunity for locally based artists, investigate extending the project into the western green space	Enhancement of built/natural environment.
	Landscape interventions: five commissions	Opportunity for locally based artists. Proposed as: seating; bollards; community noticeboards; bridge enhancements; gateways and landscape links.	Enhancement of built/natural environment. Improved communication within and through area.
	Photography commission	A commission for a photographer to attend events and record commissions during year 1.	Opportunity for locally based photographer. Create record of first year of the project.

Activity	Detail	Why we have proposed this	Longer term outcomes
Communication	Press, web, newsletters etc	<b>WoW</b> pod and project development communicated via website, twitter, press and other means.	Engagement with wider community, cultural sector and young people
Other activity	Street naming	In conjunction with writing workshops.	Sense of place
	Community organisation	Encourage formation of constituted group that wishes to be involved with WOWpod programme and artist commissions.	Community group continues activity between phases of public art programme.



# PROJECT PROFILES:

## Detailed project profiles

### P1. **WoW**pod

This proposal is for a multi-use, reconfigurable artwork, which has a full programme of activity for the first year, followed by either (A) a subsequent touring period of similar activity through the unfolding subsequent development phases, or (B) a permanent location within the Taylor Wimpey Development.

**WoW**pod is a nest, a stage, a music venue, an artists studio, a meeting place, a communications hub, a sculpture, a pub, a focus for celebrations, or whatever you want it to be.

**WoW**pod moves around the development and its surrounding neighbourhood, offering a diverse programme of events and activities. Each time it moves is a performance in itself, with a sense of spectacle, drama and anticipation.

By migrating around the WOW area, **WoW**pod forges links between communities, sows seeds of creative energy, and inspires creative dialogues.

Sketch design parameters for the **WoW**pod :

- initially 5 m diameter circular footprint
- space to accommodate 25 people
- use of an oak frame, which can be reconfigured easily



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**WoW**pod has a life which gains momentum and grows, becoming a living symbol for a developing community, and generates its own publicity because of its charisma and presence and the drama of each move to a new location.

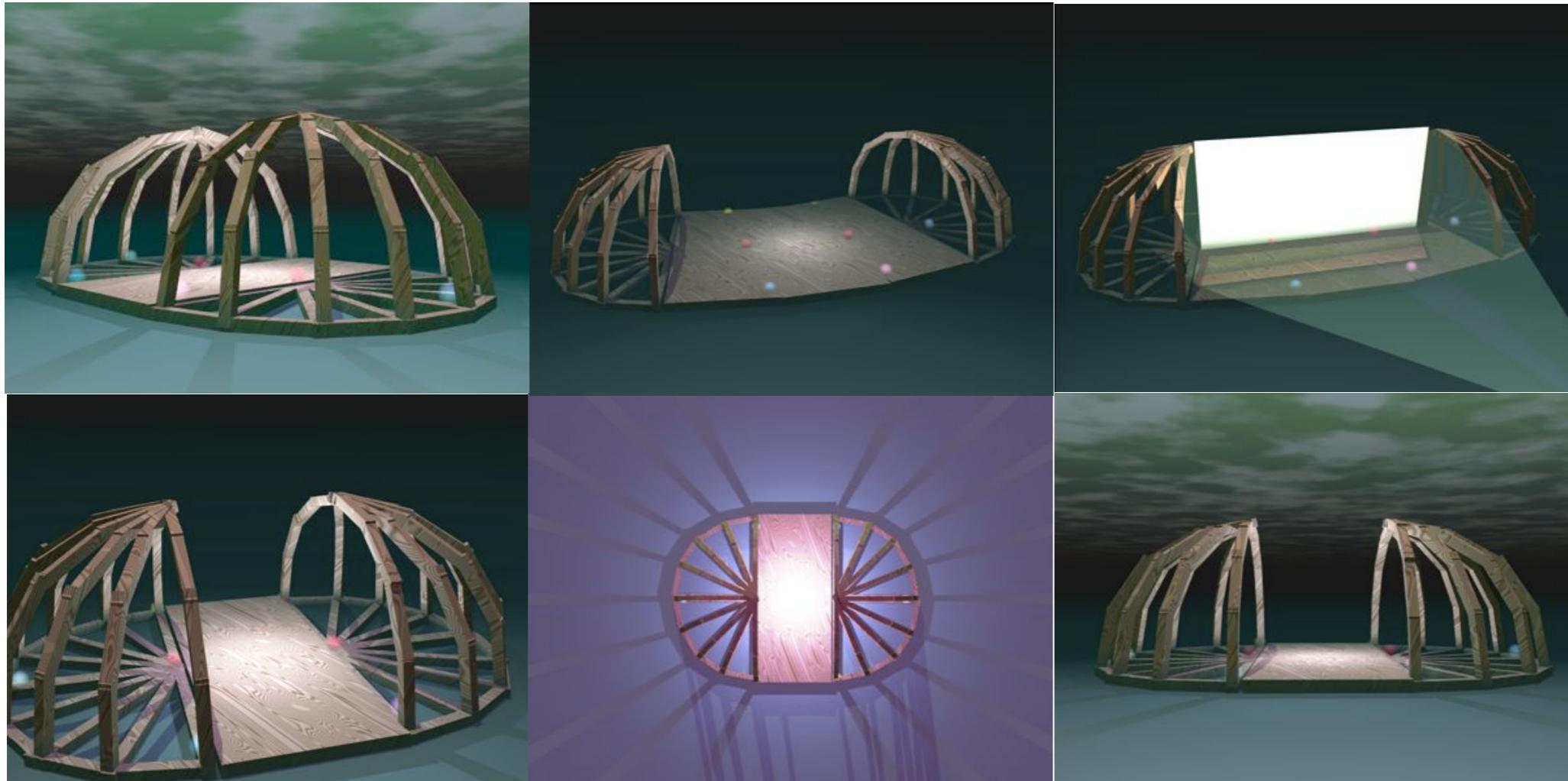
**WoW**pod is a very contemporary creature, but is made using materials and techniques which celebrate the historic qualities of the Hampshire landscape: oak and thatch. These are also very sustainable materials, with a possibility of obtaining some of the materials directly from the development area.

Three high profile events will be programmed for **WoW**pod, plus a series of smaller events and activities.

WoWpod reference images 1



## WoWpod reference images 2 - concept sketches



## WoWPod Activity

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In its first phase of use, the **WoW**pod will host up to three main public events including performance, film screenings, music and food. Between these events there will be a series of workshops including crafts and creative writing, as well as other smaller scale social and cultural activities appropriate to the season. These will take place at various locations as the **WoW**pod tours the Taylor Wimpey site. This programme is a gentle start to the exploration of the kind of creative community activity that could be sustained in the longer term and will build links and relationships with the wider creative and cultural sector in Hampshire. We would encourage the residents to engage with the programming, and suggest their own activities.

The events programme will be integrated with other public art commissions through the year and supported by the recruitment of a young apprentice who will be shared with other local cultural organisations. Commissioned artists may use the pod as a base for workshop or consultation sessions, and other groups will be able to invite the pod to travel to other locations, helping to build the profile of the new area as a creative place.



## PHOTOGRAPHY COMMISSION

In the first year of public art development at the West of Waterlooville site there is an opportunity to record and celebrate the progress of the **WoW**pod, the permanent commissions and the events, and the impact that this work has on the growing community. A photographer will be commissioned to take on this role and to produce a selection of work for exhibition at the end of the year and for on-going use by the public art programme.

Budget: £3500

## HERITAGE PROJECT

The brief for the public art strategy and the consultation process have both highlighted the mixed, and sometimes negative, views of the existing communities that surround the development area, and the real love for a landscape that will be changed permanently by the new development. As well as working for the future community the public art programme will also honour the past, and the heritage project proposes to do this through sound and digital media in a community that is wired for the 21st century.

Working with the existing communities of Denmead, Cowplain and Purbrook, with writers and sound artists, and in partnership with youth organisation Music Fusion, the project will use field recordings, observations, local history, creative writing and music composition to create a series of recordings that will be evocative of the existing landscape for future audiences. Music Fusion have a high quality mobile recording studio, which creates the opportunity to turn the **WoW**pod into a studio. The project will aim to work with people of all ages and across communities.

The recordings will be held online and downloadable via an app and other platforms and will be linked to specific GPS reference points across the development so that they have to be searched for physically to enable them to be heard via the app. In that way, future residents will be able to listen in to the past.

A bid to Heritage Lottery Fund will be made to support this project with seed funding from the public art budget.

Budget: £4000

## PLAYFUL ENVIRONMENTS

*"landscaped in a more playable way"*

Location: the southern corner of Taylor Wimpey Site, adjacent to re-routed watercourse, and possibly addressing some of the green area between the pylons to the west of the MDA.

This project is based around an artist or artist's team, working with the landscape designers and contractors, and using predominantly natural local materials such as the timber which becomes available from felled trees, as well as the contouring and landforming itself, including enhancing the bridge structures across the stream. The aim is to create an environment that supports children's creative and imaginative play and allows them to test and stretch their physical capacities.

The artist/team would develop a range of initial ideas in response to the locations and materials, that will be informed and conceptually nourished by active participatory workshops.

Global budget £55,000 - made up from £2,000 arts budget plus £53,000 developer funds for play. Confirm contractual arrangements for basic landscaping, re-routing of watercourse and construction of bridges in order to clarify budget allocations and responsibilities.



## LANDSCAPE INTERVENTIONS

seating, bollards, noticeboards, bridge enhancements, gateways and landscape links

This is a collection of five small to medium scale projects that aim to emphasise the human presence and scale within the streetscape. Sometimes it is possible to enhance developer fixed costs, maximising the use of a limited arts budget, but in the first year of the WOW art project, the opportunities are more about retrospective additions to a completed or designed landscape. The artworks might be simple alternative, high quality hand crafted items such as **carved bollards** or paving inserts, or small scale metalwork and text additions to tree stakes for example, or carved boulders marking a line in the landscape. One of the aims of this collection of projects is to reinforce the links to the wider landscape and historic hedge lines and flight lines that traverse the development area.

Consultation and other discussions have identified the need for these specific proposals. The lack of **seating** in the new play area next to Hambledon Road was mentioned by a number of people and will be welcomed by parents and grandparents, for example who might wish to keep an eye on their children whilst also sitting down and having a chat. The need for **community noticeboards** was identified in the consultation sessions and it is important that these objects that allow members of the community to talk to each other, make announcements etc, should have the right aesthetic as well as practical qualities. These would be developed in collaboration with the parish councils.



Within this suite of projects there is the opportunity to synchronise with the **WoWpod** activity programme, (craft taster sessions) so that commissioned artists and makers run workshops at the **WoWpod**, teaching residents how to make things like **door numbers** for their homes, or name plates in metal, glass, vitreous enamel, ceramics or carved materials.

Typically these projects have a budget allocation of £4000, which is modest, yet significant enough to make a high quality artefact or group of small artefacts. Where possible these projects would be used to raise the profile and presence of the green corridor we have identified running east-west through the development and the public footpaths that exist on the site, emphasising the connection with the landscape.

Global budget: £20,000



## Toolkit and appendices

### artist selection

Generally there are four models of artist selection and appointment:

1. direct appointment
2. appointment from shortlist/longlist
3. open competition
4. open competition combined with invited shortlist.

Open competition allows for the highest level of equality of opportunity, (provided that the recruitment process is very well resourced), with a good budget for advertising, administration and running a selection panel, and sufficient time to run the process. The drawbacks are that it can be an expensive option and runs the risk of receiving a high number of applications without actually getting applications for artists with the specific qualities required by the brief. This process takes a little extra time because of the need to advertise opportunities, and give artists a reasonable time to respond with expressions of interest, shortlisting, interviews and final appointments. Open submissions can be a good way to generate publicity so long as the press are well briefed and handled carefully. It is typically a three month process in total.

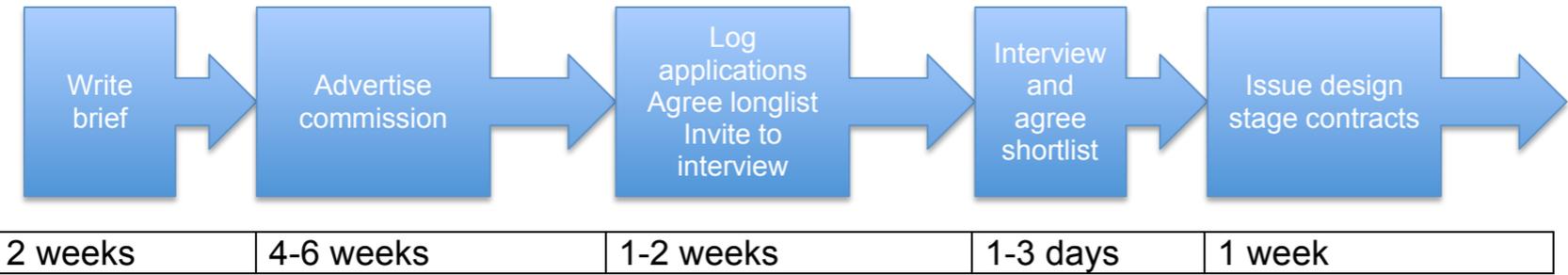
The other extreme is the fastest way to appoint, and whilst it may not be so strong from the equal opportunities perspective, it avoids having to manage a bulk of applications from artists who simply do not have relevant skills and experience.

Our recommendation is to adopt option 4 where possible, which is a good compromise, combining a researched and invited long list of candidates with a larger pool assembled from advertised open submission. This increases the chances of having good candidates, and reduces risks of having a weak submission pool, whilst maintaining the opportunities for a wide range of artists, and allowing for the happy surprise of discovering talent we had not hitherto uncovered.

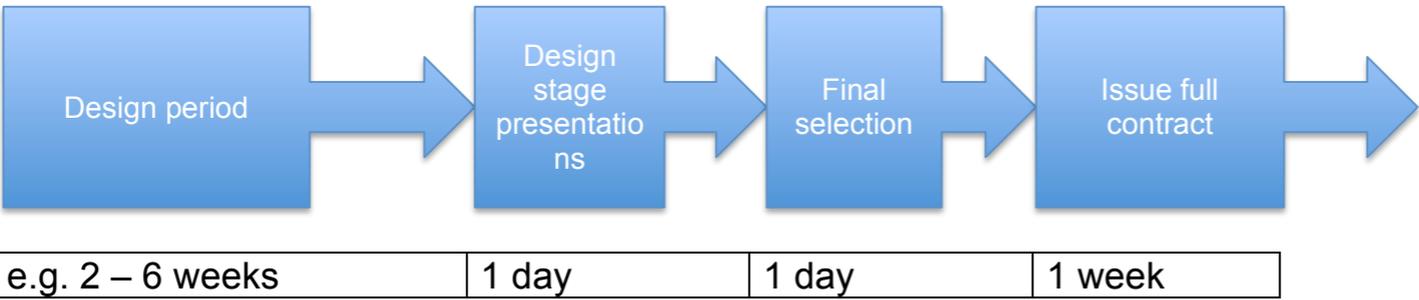
Very occasionally, where programme constraints are extreme, or the nature of the commission is extremely specialised, open submission may not be the best way forward. Inviting a shortlist of artists whose work and experience fits the brief can also allow a curatorial approach to commissioning rather than one which has a degree of chance as to who finally gets each commission.

**Artists commissioning process and estimated time allowances**

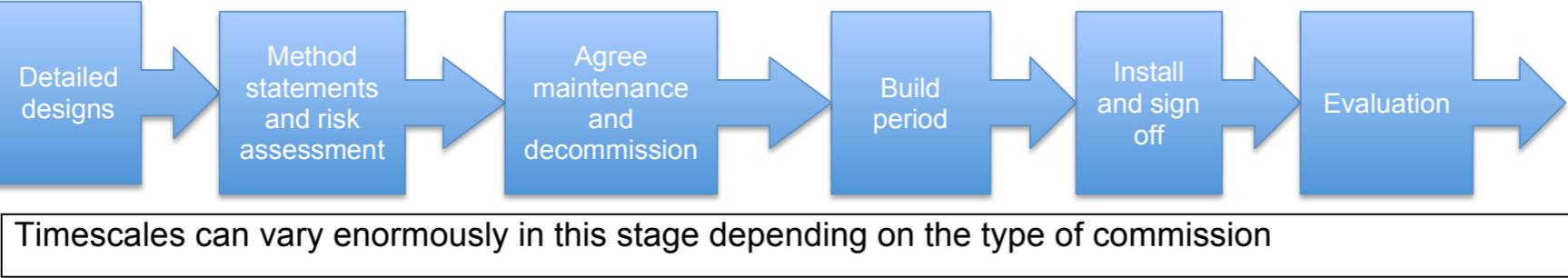
**Recruitment**



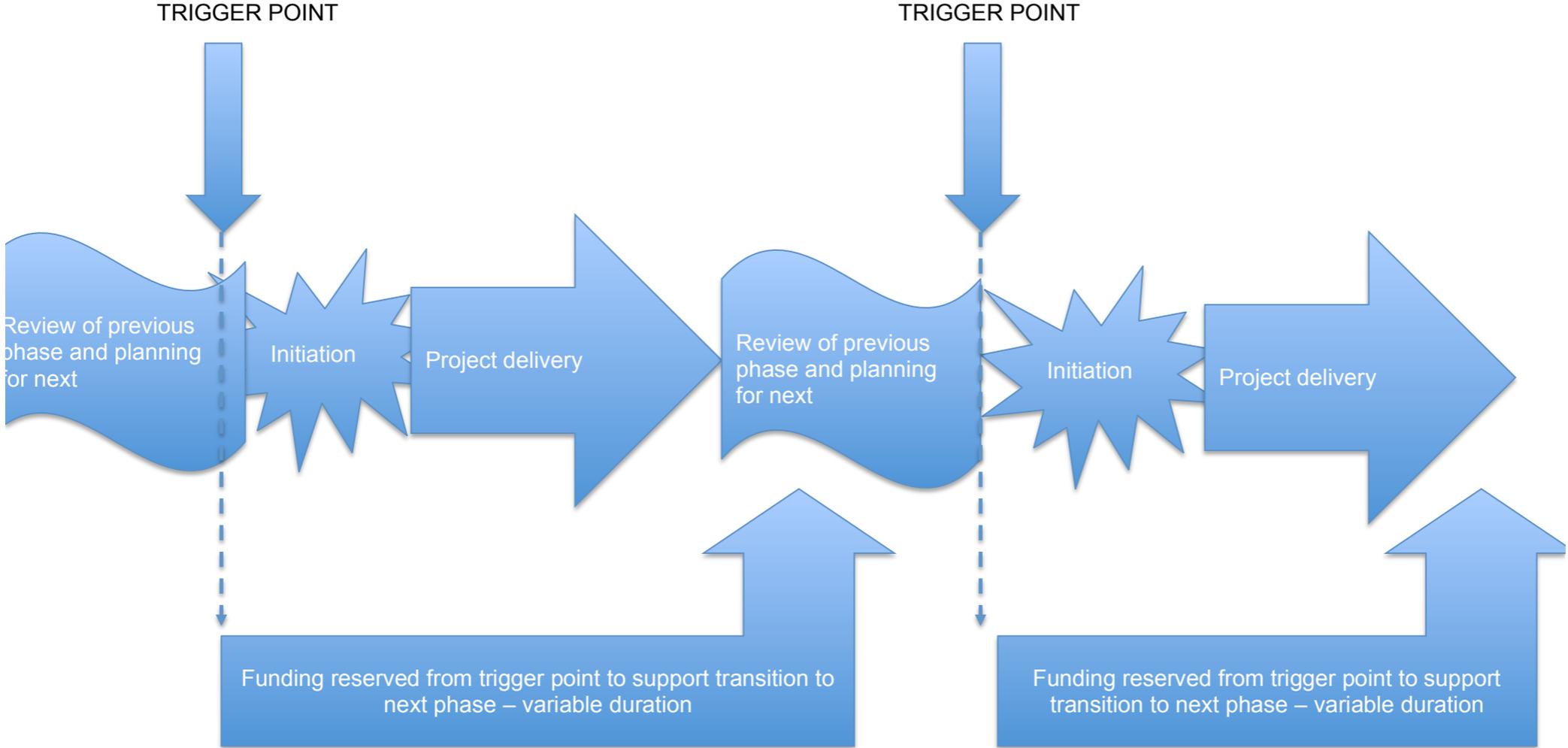
**Initial design stage**



**Main commission**



Cyclical planning for successive phases of the West of Waterlooville Public Art Programme



## Maintenance and decommissioning planning

The ideal for many commissioners is to commission artworks which are entirely maintenance free. In the real world all objects in the public realm are subjected to natural weathering, reasonable wear and tear, and occasionally accidental or even malicious damage.

It is important to have a considered and pragmatic approach to these issues from the outset so that potential problems can be minimised, and avoided as far as possible. It is recommended that the following processes are followed:

- Risk assessment and method statement requirements set out in artist briefing documents.
- Project team provide advice and support at design stage.
- Each artist provides a risk assessment, for their design, and also for the installation method, and an indicative lifespan of the work will be agreed.
- Artists will provide a maintenance plan which includes a decommissioning plan for safe removal of their artwork if that should become necessary.
- Ownership of the artworks and artwork location will be clarified for each project, and the owners will be responsible for checking on the safe condition of artworks at reasonable intervals (to be defined in the maintenance plan for each work).
- A register of all the Maintenance plans including up dated artist contact details should be kept with the local authorities as well as the site owners.

- Every reasonable effort will be made to consult with the artist before any repairs are attempted, and usually it will be the artist who carries out these repairs to ensure correct workmanship and materials are used.
- Commissioned artists will carry public and products liability insurance cover to at least £5 million.



## Example contracts

Several different types of contract will be needed:

1. Commissioned design contracts.
2. Full public art commission contracts.
3. Contracts for artists and makers providing workshops or similar activities.
4. Commissions for other things such as photography.
5. Contracts for residencies or artist placements.

Sample contracts from historic activity with other projects have been provided as a guide, but each project for WOW will need its own contract written, to reflect the context and requirement of the brief, albeit conforming as far as possible to a consistent standard.

Because there are two Local Authorities' involved it is recommended that a meeting is held with members of each authority's legal team to agree a harmonised approach to contracts.

The first sample contract is a design contract, the second is a full commission contract.

**This Contract is made on**

**between:**

Winchester City Council,  
Colebrook Street Winchester,  
Hampshire SO23 9LJ

["The Commissioner"]

and

Steve Geliot  
62 Compton Road  
Brighton  
BN1 5AN

["The Artist"]

It is hereby agreed between the Commissioner and the Artist that:

**1. Definitions**

- 1.1 "The Work" means a Design for a WOWpod & temporary Bandstand as set out in the schedule
- 1.2 "The Site" means various locations at Winchester and West Of Waterlooville
- 1.3 "The Artist's Design" means that which is set out in Schedule 1.
- 1.4 "The Artist's Duties" means those duties set out in Clause 4.
- 1.5 "The Artist's Fee" means the sum set out in Clause 5.
- 1.7 "The Project Team" means representatives of the Commissioner: Eloise Appleby, Winchester City Council, Julie Bosci, Havant Borough Council

**2 Sole Agreement**

2.1 The Contract constitutes the sole and entire agreement between the Commissioner and the Artist for the performance of the Artist's Duties. No deletion from, addition to, or variation of the Contract shall be valid or have any effect unless agreed in writing and signed by the parties.

**3. The Commission**

The Work

- 3.1 The Artist shall use his best skills and judgement to personally execute the creation of the Work, for presentation to the commissioner by 15th April 2012.
- 3.2 Upon receipt of the designs the commissioner will give consideration as to whether to proceed to the full commission to build the wowpod.

Delivery

3.3 The Artist shall arrange for the Delivery of the Original Works, and or digital files as appropriate to the project team.

Originality

3.4 The artists warrants that the work will be original and will not infringe the copyright of a third party.

**4. The Payment**

4.1 The Commissioner shall pay the Artist the sum of five thousand pounds (£6000) for creating the Work and for carrying out the obligations set out in the Contract and such payment shall be made exclusive of Value Added Tax by the following instalments:

Stage 1 £2500.00 on the signing and exchange of this Contract.

Stage 2 £2500.00 on the completion and delivery of the design to the Commissioner, and its acceptance by the Commissioner in accordance with Clause 5.

4.2 The Artist shall invoice the Commissioner for the payments set out in Clause 4 .

4.3 The Commissioner shall authorise payment of the instalments within 28 days of receiving the relevant invoice.

4.4 The Artist shall be solely responsible for the payment of any and all taxation wheresoever arising under the Contract.

**5. Acceptance**

5.1 When the Work has been delivered, if the Commissioner is satisfied that the Work has been completed substantially in accordance with the Artist's Design previously submitted to and accepted by the Commissioner, the Commissioner shall confirm acceptance of the design in writing.

**6. Ownership**

6.1 The Artist shall retain ownership of the Work until:

6.1.1 the Commissioner has confirmed acceptance of the Work in accordance with Clause 6; and

6.1.2 the Commissioner has paid the Artist the full Artist's Fee specified in Clause 5, or any adjusted fee that has been mutually agreed by the parties to be the full Artist's Fee to be paid to the Artist.

6.2 Ownership of the Work shall pass to the Commissioner when the conditions set out in Clause 7.1 have been fulfilled.

## 7. Copyright & Moral Rights

7.1 Copyright and Moral Rights in the Work shall be retained by the Artist.

7.2 The Commissioner undertakes not to alter the Work, or knowingly give consent to others to do so, without prior written approval of the Artist.

7.3 Although the Copyright in the Work is retained by the Artist, the Commissioner shall be entitled, without cost or consent, to permit the reproduction of the Work in photographs, film, digital media, books, magazines, catalogues or in any material produced in relation to the business of the Commissioner for the sole purpose of publicity or promotion.

7.4 The Commissioner shall use its reasonable endeavours to identify the Artist as the creator of the Work on all occasions that the Work is reproduced in accordance with Clause

## 8. Quality Standards

8.1 The Artist agrees to work in collaboration with the Project Team and Project Manager to ensure the suitability of materials, fabrication techniques and processes proposed to be used in the creation of the Work, and the appropriateness of the methods of installation and relocation at the Site.

8.2 The Artist shall ensure that his workmanship is of a high standard.

8.3 The Artist shall supply the Commissioner with copies of all guarantees or warranties issued by manufacturers or suppliers of materials and component parts used in the creation of the Work, and if required by the Commissioner assign the benefit of them to the Commissioner.

## 9. Default

9.1 If either party considers the other party to be in default of their obligations under the Contract, they shall notify the other party in writing of the way in which it is considered they are in default, and if appropriate the matter shall be considered by all parties at a meeting. Both parties shall make a reasonable effort to agree a joint plan of action to resolve the situation.

9.2 Where, after and despite any action taken in accordance with Clause 9.1, a party still considers the other party to be in default, they may give that party notice specifying it. The Default Notice shall state a reasonable period of time in which any remedial action is to be taken.

## 10. Insurance & Risk

10.1 The Artist shall maintain during the period of the Contract public and products liability insurance of not less than five million pounds (£5,000,000) and shall upon request supply the Project Manager with evidence of such insurance.

## 11. General

11.1 Any notices required to be given by either party to the other shall be in writing and addressed to the postal address specified in the Contract. Either party will notify the other of any change of address, telephone or fax within seven days of any change occurring.

11.2 This Contract shall be governed and construed by English Law and may only be amended by further written agreement signed by both parties.

11.3 The provision of the Contract (Rights of Third Parties) Act 1999 are excluded in respect of this agreement.

Signed on behalf of the Commissioner:

\_\_\_\_\_ Date \_\_\_\_\_

Signed by the said Artist:

\_\_\_\_\_ Date \_\_\_\_\_

Public Art Contract **Schedule** : Steve Geliot  
attach WOWpod project profile

**THE AGREEMENT** is made the \_\_\_\_\_ of 2004

**BETWEEN**

(A) ("the Commissioner") and

(B) xxxxxx ("the Artist")

The Commissioner has agreed to commission the Artist to create an original work of public art, subject to the following terms:

**1. The Commission**

- 1.1 The Commissioner agrees to commission the Artist to undertake and complete the work of art described in the Schedule ("the Work") on the following terms.
- 1.2 The Schedule may only be changed by agreement in writing signed by both parties.

**2. Acceptance and Completion of Work**

- 2.1 The Artist agrees to complete the Work by 28<sup>th</sup> February 2005.
- 2.2 The Artist will permit the Commissioner (or its authorised agents) to view the Work in the course of fabrication at reasonable times and on reasonable notice.
- 2.3 The Artist will notify the Commissioner once the Work is completed and (unless already agreed) dates for delivery and installation of the Work shall then be agreed in writing.

- 2.4 The Artist shall use her aesthetic judgement to create the Work and to determine when the Work is completed. The Commissioner agrees that it will accept the completed Work unless the Commissioner can show that the Work was not executed substantially in accordance with the description given in the Schedule,

**3.0 Responsibilities of Commissioner**

- 3.1 The Commissioner will be responsible at its own cost for carrying out the preparatory site works, in accordance with the requirements and time-schedule described in the attached Schedule or otherwise agreed in writing between Artist and Commissioner.
- 3.2 Where the Work is to be created (in whole or in part) on site the Commissioner will afford the Artist and her authorised employees agents or subcontractors access at all reasonable times to the site.
- 3.3 The Commissioner will be responsible for ensuring that all necessary planning consents and approvals of any statutory authority and the site owner and any other licences or permissions are obtained in good time for the siting and installation of the Work and for all costs associated therewith.

**4. Delivery of Work**

- 4.1 Unless the work is to be created on site, the Artist shall arrange for delivery of the completed Work to the site on or before the agreed delivery date.
- 4.2 The costs of delivery (including packaging, transport and insurance) shall be paid by the Artist.

## 5. Installation

- .1 All installation works on site will be carried out in accordance with the Artist's risk assessment and method statement. These will be site specific and in accordance with Berkeley Homes procedures and health and safety policy (available on site).

A completed assessment must be made available to the Project Manager for evaluation before installation works commence.

- 5.2 The Artist shall install the work on site on such date(s) as is agreed with the Commissioner following completion of the Work.
- 5.3 The installation (if arranged by the Commissioner) shall be carried out at all times under the supervision of the Artist.
- 5.4 The cost of installation shall be borne by the Artist.

## 6. Warranties and Repairs

- 6.1 The Artist undertakes to the Commissioner that the Work will be original and will not infringe the copyright or other rights belonging to any third party.
- 6.2 The Artist shall exercise all reasonable skill care and diligence in undertaking and carrying out the Work.
- 6.3 The Artist undertakes to rectify at his/her cost any defects in workmanship or materials of which he or she is notified by the Commissioner within 12 months from installation, and which are not caused by fair wear and tear, or wilful damage or misuse. The above undertaking shall replace any other statutory or other express or

implied terms as to the quality and fitness of the Work for its intended purpose.

- 6.4 If the Work needs repair or restoration during the lifetime of the Artist the Commissioner will (to the extent practicable) give the Artist the option to conduct or supervise the restoration or repair subject to suitable payment terms being agreed with the Artist. All repairs or restoration should be made in accordance with recognised conservation standards.

## 7. Fees and Payments

- 7.1 In addition to the design fee already paid to the Artist for the preliminary designs for the Work, the Commissioner agrees to pay the Artist a fee of £13,550 which shall be paid in the following instalments:

**Stage 1:** £3400 upon the signing of this Agreement

**Stage 2:** £1050 when the Artist notifies the Commissioner that the Work is one half completed

**Stage 3:** £9100 upon the Work being completed and installed to the satisfaction of the Commissioner

- .2 The Artist shall invoice the Commissioner for the above payments upon completion of each stage, The Commissioner shall make payment within 28 days of receipt of the invoice.
- 7.3 If delivery or installation is delayed for more than 28 days beyond the agreed date(s) because of delays to the site works or otherwise through no fault of the Artist (or his or hers employees agents or contractors) the Artist may submit an interim invoice for a sum not

exceeding 50% of the final instalment which shall be payable in accordance with paragraph 7.2 above.

7.4 In addition to the above fees the Artist will be reimbursed those costs and expenses (if any) specified in the Schedule. However if the Artist incurs any reasonable additional costs or expenses which are caused as a direct result of amendments to the agreed designs or other additional requirements or conditions requested by the Commissioner, or any delay in completion of the site works to be carried out by the Commissioner, the Commissioner will reimburse these on receipt of an invoice supported by receipts or other evidence of the costs or expenses incurred.

7.5 The above fees and expenses do not include Value Added Tax, which will be added where the Artist is registered for V.A.T. It is the Artist's responsibility to inform the Commissioner if the Artist is registered for VAT purposes and to supply a VAT invoice.

## **8. Ownership**

8.1 The Artist will retain legal title and ownership of the Work until payment of the final instalment of the fee referred to in Clause 7.1 above is made whereupon the legal title and ownership of the Work will transfer to the Commissioner.

8.2 Unless otherwise agreed in writing any maquettes, models or preliminary drawings shall remain at all times the property of the Artist.

## **9. Risk of Loss or Damage**

9.1 If the Work is not created on site, risk or loss or damage to the Work during creation and until delivery to site shall be that of the Artist, and the Artist shall insure the Work against all usual risks accordingly.

9.2 If the Work is created on site, the risk of loss or damage shall be that of the Commissioner, and the Commissioner shall insure the Work against all usual risks accordingly.

9.3 The Commissioner shall be responsible for any risk or loss or damage to the Work at all times after delivery, and after delivery of the Work to site and until installation is complete the Commissioner will ensure that the Work is insured at the Commissioner's cost under a suitable public liability policy against loss or damage to persons or property.

## **10. Maintenance**

10.1 As soon as practicable after completion of the Work, the Artist will provide the Commissioner with written details of cleaning and maintenance requirements for the Work (including any lighting or other works which are an integral part) and the Commissioner will then be responsible for ensuring adequate future maintenance and cleaning of the Work in accordance with these requirements.

10.2 The Commissioner will ensure that the condition of the Work is inspected regularly.

## **11. Copyright and Reproduction Rights**

11.1 Copyright in the Work (including in any preliminary designs) shall remain at all time with the Artist. Any registered and unregistered design rights in the Work are hereby assigned by the Commissioner to the Artist.

11.2 The Commissioner shall be entitled without payment to the Artist to make (or authorise others to make) any photograph film or video of the Work and to include this in any advertising, brochures, or other publicity

material or film, video or television broadcast or commissioners website provided that any such reproduction is intended to promote or record the making of the Work (or the project of which it forms part) and is used for non-commercial purposes.

## **12. Credits and Moral Rights**

12.1 On installation of the Work, the Commissioner agrees (at its cost) to erect a suitable permanent plaque, in a position and with wording to be agreed with the Artist.

12.2 The Artist hereby asserts his or her moral right to be identified as the creator of the Work in accordance with Section 78 of the Copyright Designs and Patents Act 1988, on all occasions when the Work (including any preliminary designs sketches or maquettes) or any photograph or other permitted reproduction is exhibited, published or issued to the public.

12.3 Without prejudice to the Artist's statutory moral rights, the Commissioner undertakes not intentionally to alter, damage or destroy the Work, or knowingly consent to others doing so, without the prior written approval of the Artist.

## **13 Relocation**

13.1 The Commissioner agrees to maintain on permanent file a record of this Agreement and of the location of the Work. The Commissioner will notify the Artist of (and where possible consult the Artist on) any proposed alteration of the site which would affect the intended character and appearance of the Work.

13.2 If any relocation or alteration of the site takes place without the Artist's consent, which would affect the intended character and appearance of

the Work, the Artist may remove or have removed any notice, plaque or signature identifying the Artist with the Work.

13.3 The Commissioner will (to the extent possible) keep the Artist informed of the name and address of any new owner of the Work or of the site or any person who takes possession of the Work.

## **14. Termination of Agreement**

This Agreement can be terminated by notice in writing (setting forth in adequate detail the grounds of such termination) in any of the following circumstances:

*By the Commissioner:*

14.1 In the event that the Artist is in serious default of any obligation under this Agreement, the Commissioner shall give written notice to the Artist who shall first be allowed a reasonable period to remedy the default. If the default is not remedied within such period the Commissioner may terminate the Agreement by further written notice and the Artist shall not be entitled to receive any further fees.

14.2 If the project is cancelled or other circumstances arise beyond the control of the Commissioner which prevent the continuation of the commission, the Commissioner may terminate the Agreement by written notice to the Artist, who may receive and retain payment for all work up to until receipt of such notice. The Artists shall be entitled to be paid a proportion of the future instalments, which would have been due if the work had been completed, based on the stage of completion which has been reached at the date of termination.

*By the Artist:*

## CONSULTATION SO FAR

The following list summarises who we have spoken to so far. The purpose of consultation is to inform the strategy and establish the good relationships which will be essential to the delivery of a successful project. The establishment and maintenance of these good relationships, and the creative discussion and reflection which this allows is an ongoing process and does not stop at the completion of the strategy document.

Springwood community centre lunch club  
Denmead Community Centre lunch club  
Hart Plain Juniors x 2 sessions – children, parents, local police officers  
Making Space  
Spring Arts Centre  
Music Fusion  
Site visits and Saturday at “The Green”, play areas and dog walkers etc  
Hampshire Wildlife Trust  
Taylor Wimpey  
West Of Waterlooville Forum  
Grainger  
Hampshire County Council (Jan Mein)  
Ian Moss - (Thatcher)  
Richard Thomlinson - oak framer, Dave Baker - timber expert  
Theatre Royal Winchester  
Stephen Boyce  
The Colour Factory  
Café Culture  
Havant and WCC officers

		May	June	July	August	September	October	November	December	January
<b>The Wowpod</b>	<b>Design and build</b>		<b>Pod design</b>	<b>Pod build</b> - including some sessions on site		Pod complete for September event	Pod in use for winter programme and Wowpod taking bo			
<b>Pod Activity</b>	<b>Main events</b>				Planning for September event	1 day/evening event: live readings of work from creative writing sessions - live music - outdoor film show - food				
	<b>Mini-events and workshops</b>		Confirm summer programme	<b>Summer programme:</b> Brian Evans Jones - collaborative writing workshop x 2; Making Space craft sessions x 2		Planning for winter programme	<b>Winter programme</b> TBC - can include writing; craft; astronomy; music; Christmas carols; wildlife collaborative writing workshop x 2; Making Space craft s			
<b>Apprentice</b>	<b>Project apprentice</b>	1 x TAQA induction day. Partnering with other organisations		commissioned artists and event support - tbc	commissioned artists and event support - tbc	commissioned artists and event support - tbc	commissioned artists and event support - tbc	commissioned artists and event support - tbc	commissioned artists and event support - tbc	
<b>Commissions</b>	<b>Heritage commission</b>		Bid writing and development	Bid writing and development				Comm		
	<b>Landscape interventions: four commissions</b>	Confirm sums available in build programme and timescale	Write briefs and advertise commissions		Shortlist, interview and select applicants (for first commissions)	Comm				
	<b>Photography commission</b>	Write brief, advertise		Interview and appoint.		Attendance at even				
<b>Communciation</b>	<b>Press, web, newsletters etc</b>		Promote summer events programme in local school newsletters and community newsletters as well as WoW community newsletter and WOWpod website			Press release/promotion/ web updates for September event				Promote Wowpod for hire
<b>Other activity</b>	<b>Street naming</b>	Timetable and process tbc - link to writing workshops and developing community organisation								
	<b>Community involvement</b>	Residents invited to Art Panel meeting? Local residents invited to be involved in selection panels for commissions. Offer of trip to Goodwood Sculpture Park and /or Weald and Downland Museum			Trip to Goodwood / W&D					
	<b>WOW Art group meetings</b>	May 24th - project initiation meeting			Meeting			Meeting		
	<b>Review and evaluation</b>									
<b>Project management</b>	<b>Project management - Clare lead on programming, apprentice and HLF project</b>	2 days	3 days - plus 2 days for photographer recruitment	3 days	4 days	3 days	4 days (spread across winter programme)	1 day	0	0
	<b>Project management - Steve lead on Wowpod build and commissions</b>	1 day	3 days allowed overall for recruitment for mini commissions (long list research, contract checking, advertising, briefs)		6 days	contracts and site briefing artists 2 days plus 4 days major event - install/open pod	1 day artist support	1 day - both needed?		
	<b>Total project management</b>									
<b>Other local events and activity</b>		Waterlooville Music Festival	2-5th Jubilee Weekend	Summer Reading Challenge - local libraries						
				6th - 8th - Hat Fair Winchester	12th - start of Olympics	9th - Paralympics closing ceremony	31st - Hallowe'en	5th - bonfire night		
				2 - 15th - Big Dance (UK wide)	29th - start of Paralympics					
<b>Additional activity to be confirmed</b>	<b>Creative play area commission</b>	Confirm sums available and timescale	Write brief, advertise		Shortlist, interview and appoint					

February	March	April	May	June	July	August	September	(October)	(November)
Bookings for 2013		Pod in use on site and touring to other places							
		Planning for Summer event	Planning for Summer event	Summer event - provisionally including animals/wildlife; photo exhibition; Hat Fair events;		Planning for final event	Final event - exhibition of commissioned photos; final piece from heritage sound project		
Heritage events; photography workshop; Brian Evans Jones - sessions x 2 (4)				Planning for summer programme	Summer programme - community led				
Share of Winchester City Council apprentice?			commissioned artists and event support - tbc	commissioned artists and event support - tbc	commissioned artists and event support - tbc	commissioned artists and event support - tbc	commissioned artists and event support - tbc		
Heritage sound commission project: additional to main project budget									
Commissions across this period - depending on build programme contracts									
Tasks and following commissions throughout programme									
	Press release/promotion/web updates for spring event			Press release/promotion/web updates for summer event			Press release/promotion/web updates for September final event		
	Planning for community-led summer programme and September event								
	Meeting		Meeting				Meeting		
	Mid-point review session: progress to date, review allocation of funding and resources						Final evaluation		
1 day		0 1 day	2 days	3 days	1 day	1 day	3 days		
1 day	1 day commission support plus		1day	3 days summer event	1 day		4 days		
Commission development and delivery									