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## The Biology Curator

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Author(s): Garland, S.

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## BOLTON MUSEUM – A RECENT HISTORY OF THE NATURAL HISTORY SECTION

Steve Garland, Bolton Museum

Bolton Museum & Art Gallery has recently undergone many changes. These notes provide a background to the Museum today.

In August 1994 we opened a new gallery, Wildlife on your Doorstep. This contains dioramas and other displays of Bolton's fauna and flora. In addition, we built a Wildlife Study Centre with interactive and hands-on exhibits. The project was complemented by a comprehensive Education Pack for use by school visitors, both in the galleries and back at school.

This gallery was successful as a Royal Mail NW Museum of the Year Award winner in 1995. The £2,000 prize is being used to install an induction loop system to benefit hearing-impaired visitors, especially school groups.

Staff time was devoted to this project over more than five years, but most intensively from 1991 to 1994, when the project was boosted by £50,000 of Urban Program Grant Aid.

Concurrently, the Section has pursued an active policy to improve collection storage. In the Biology Collection UK Report the majority of our collections were deemed to be overcrowded, poorly stored and inaccessible. Part of a less-used display area has been converted for storage and this has enabled us to improve overall standards considerably. The need for this change was originally generated by the acceptance of about half of the mounted bird collection from Salford Museums (the rest being accepted by Manchester Museum).

Just as life was starting to return to normal around October 1994 our local fire officer made the startling suggestion that we needed a new fire escape for the public (if we expected to remain open!). This necessitated complete demolition of all staff offices, temporary accommodation behind wooden screens in the public gallery and total relocation of the geology collection to a basement store next door.

*[Note: since the Bolton meeting the whole geology collection has been moved again to permanent storage in an external store. Three weeks of solid hard labour; but resulting in a new store with remote environmental monitoring, full humidity control and the space for moderate expansion!].*

We now have all entomology together, all geology together, all botany together and most vertebrate zoology together. All collections are accessible and we even have a few work areas in our stores!

In addition, we have taken an opportunity to reorganise our offices and library. Our new computer system is peer-to-peer networked, enabling several users to access the Records Centre database. It is now also possible to find work areas for about four visitors at once!

The improvements (or living hell) that the Section has been through in the last year should be set against the improvements that you see today.

## LEGAL ASPECTS OF TENDERING FOR CONTRACTS

Trevor Grundy, Bolton MBC Solicitors Office.

*[Notes compiled by Charles Pettitt]*

### What is a Contract?

A contract consists of an **offer**, an **acceptance**, a **consideration**, and finally an **intention** to create legal relations between the parties to the contract.

### What is Tendering?

Tendering is the **offer** referred to above, and involves making a **sealed bid**. Such a bid commits your governing body (and you!), and will form the basis for any contract. Therefore it is important that you 'clear' the details of a tender with your governing body before submitting it.

### For what can you Tender?

A tender has to be for specific, well-defined work; that is, one cannot tender for 'open-ended' work.

If the bid is being submitted within the public sector, then it is important to realise that a public body can only do what it is specifically empowered to do by legislation. Check with your legal department if you have any doubts.

If the bid is being submitted by a museum curator who intends to do the work as a **freelance** then first check your contract of employment to ensure that you are permitted to work for other people. Remember that the Museum Association Code of Conduct enjoins you to ensure there is no conflict of interest in the proposed work.

If you are working as a freelance then you cannot 'borrow' *anything* from your governing body to do the work. This means that even looking at specimens down a museum microscope is not allowed. Thus a sum, previously agreed with your employers, should be included in the bid to cover the cost of any facilities and materials you may require to do the work.

### What about the Money?

This is firstly the **consideration** mentioned above; some money or 'money's worth' must change hands for a contract to exist.

Charges: Remember that any charges for people's time must include the 'on-costs', that is the additional money it cost your employer over and above your salary. These costs should be determined from the salaries section of your employing authority. If you are working as a freelance, remember to make allowance for *all* your cost – tax, national and professional insurance, professional memberships, and any other expenses not specifically detailed in the bid.

Fees are laid down for Local Authorities, and you would need to establish the current range of charges from your employing authority. This probably also is the case in trustee and university run museums.

**What happens when it goes wrong** [Note: 'when' is what the man said; I should hope 'if' is more realistic!].

Breaches of Contract: This occurs if you fail to deliver the 'money's worth'; ie. if you fail to complete the work for which you tendered, or do not complete it to a satisfactory standard. Be sure you can cope with the job, don't overstretch yourself. Above all be clear what your obligations are under the contract, and make sure the people with whom you are contracting are equally clear and in agreement – if possible get any 'grey areas' agreed in writing.

**Negligence:** if working on a contract for your employing authority, negligence cover is for them to provide. If, however, you choose to go freelance, then make sure you have adequate professional indemnity insurance.