
**BELFAST
INTERNATIONAL
ARTS
FESTIVAL**

*Celebrating
60 years*

**Tender for Provision of
Event Operations & Logistics Service
for Festival 2022**

With possible extension annually until 2024

Return To: recruitment@belfastinternationalartsfestival.com

Return Deadline: 10am on Monday 13 June 2022

Belfast International Arts Festival

T: 028 9033 2261

W: belfastinternationalartsfestival.com

Charity Number: NIC103560

Company Number: NI631354

Belfast Festival T/A Belfast International Arts Festival

1 Information for Applicants

- 1.1** Belfast International Arts Festival (BIAF) invites applications from experienced Freelance Service Providers who wish to tender for the provision of the Event Operations and Logistics Service. The Contract will be for complete provision of the services described at **2.4 and 2.6**. We anticipate that the contract will be delivered by 2 people, a Lead Manager to deliver the service, and an operational support assistant.

Subject to successful contract delivery for Festival 2022, the ongoing needs of BIAF, and agreement between the parties, the contract may be extended on the same terms for Festival 2023 and 2024. Please also refer to clause 4.6.

Applicants may Tender as Individuals for each role or as a Partnership of people. Please state which role/s are being Tendered for in your submission.

- 1.2** As a guide in preparing your Tender, this contract is offered with the estimate that it will:

- Commence in June 2022 or as close as possible to 1st July 2022
- As a guide, the Lead Manager should plan for full-time hours across the core delivery months of July to October, plus time from November onwards to complete events, data gathering, admin, reporting, evaluation, etc and completing the full role deliverables
- The time requirement for the Support/Assistant role is likely to be equivalent to 8 weeks full-time hours across the period July to October (full-time hours during the month of October) plus time from November onwards to complete events, data gathering, admin, reporting, evaluation, etc and completing the full role deliverables
- Weekend and evening working will be necessary during deliver of events. The main Festival period is currently planned as 5 October to 5 November 2022
- Complete as soon as possible after delivery of the full services as described at **2.4 and 2.6**, including all reporting, data gathering, finance and budget returns and reporting, and evaluation.

- 1.3** The contract may also be extended ad hoc, subject to agreement between the parties, to include management or operational support for other events and activities outside the Festival period. For example, an event being held at another time of year, or recruitment and management of community participants for a project/event. These will be negotiated separately as they arise and based on the fee structure provided in your tender.

- 1.4** BIAF works from premises in Belfast City Centre and holds events at venues across Belfast. Occasionally events are held outside Belfast. In order to be able to deliver the contract effectively, the successful tenderer will be required to work closely with the BIAF team at the company's offices in Belfast city-centre, this will be for approximately 60% of the time but may rise to 100% during the event period. Subject to the NI Executives Covid-19 guidelines.

- 1.5** **Applications should be returned by email to naomi@belfastinternationalartsfestival.com with 'Tender Event Operations & Logistics Service' in the subject title, to arrive no later than 10am on Monday 13 June 2022. Late submissions will not be considered. Submissions should not exceed 5MB.**

- 1.6** Applicants should note that it is their sole responsibility to ensure their proposal is complete and accurate. Where the full information requested has not been provided, and no valid explanation has been given as to its omission, the application will be rejected.

- 1.7** Clarification on any element of the information in this document can be made by email to naomi@belfastinternationalartsfestival.com but must be received within 4 working days of the tender return deadline.

- 1.8** BIAF may, in exceptional circumstances and at its own absolute discretion, extend the closing date and time for the submission of proposals. Any such extension would apply to all applicants and would be communicated as such via email.
- 1.9** BIAF shall not be responsible for, or pay for, any expenses or losses that may be incurred by any tenderer in preparing their proposals.
- 1.10** Evaluation Criteria
The criteria for the award of the contract shall be the provision of the best value based on the following:
- Ability to deliver the complete range of services set out in **Section 2.4 and 2.6**
 - Relevant skills, experience, qualifications, knowledge, etc set out in **Section 2.5**
 - Proposed fee – refer to **Section 3.1**
- 1.11** Applicants may be required to attend for interview, following evaluation of their tender, and will be notified of the requirement to attend for interview as soon as possible following the closing for submission of tender.
- 1.12** BIAF is not committed nor required to accept the lowest or indeed any proposal.
- 1.13** BIAF shall not be responsible for any additional payments over and above the agreed price as tendered by the successful appointee/s.
- 1.14** Tenderers must be explicit and comprehensive in their responses as this will be the single source of information on which proposals will be evaluated. Tenderers are advised neither to make any assumptions about any past or current supplier relationships with BIAF, nor to assume that such relationships will be taken into account in the evaluation process. Tenderers must not make assumptions that BIAF will have any prior knowledge of them, their organisation, or their service provision.
- 1.15** Tenderers must confirm in their proposals that there will be no **Conflict of Interest**, or perceived Conflict of Interest, in relation to their servicing this contract.
- 1.16** All information provided by BIAF, either within this exercise, or during any resultant contract, shall be treated as confidential and should not be disclosed to any third party without BIAF's prior permission. Similarly, all information provided by the applicant will remain strictly confidential.
- 1.17** BIAF is committed to meeting its responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to BIAF may need to be disclosed and/or published. If you consider that any of the information included in your application would give rise to an actionable breach of confidence and/or would prejudice your commercial interests, and/or constitute trade secrets ("commercially sensitive") please identify it and explain (in broad terms) what harm might result from the disclosure and/or publication. You should be aware that, even where you have indicated that information is commercially sensitive, we may be required to disclose and/or publish it, whether or not your application is accepted.
- 1.18** Whilst information of a sensitive nature will not normally be disclosed and/or published, in certain circumstances BIAF may be required to disclose and/or publish such sensitive information where the public interest in its disclosure and/or publication outweighs the public interest in keeping such information confidential.

2 Specification

2.1 BIAF Background

The mission of BIAF is to be the preeminent, progressive, international arts event within Northern Ireland, actively engaging both global and local communities in the richness and diversity of contemporary arts practice. With our partners throughout the entire city, we seek to create a distinctive environment for audiences to enjoy and participate in inspirational and transformative aesthetic experiences from world-class artists, thinkers and leaders.

We do this by:

- Presenting a wide range of contemporary arts and cultural events of the highest possible international standard to the widest possible audiences from home and abroad
- Reflecting contemporary culture from across the globe to audiences from Belfast, NI and visitors to the province
- Offering an international showcase for the best of Northern Ireland contemporary culture
- Presenting events which cannot easily be achieved by any other UK or Irish arts organisation through innovative programming and a commitment to creating new work
- Actively ensuring equal opportunities and access for all sections of our communities to directly experience, participate in and enjoy BIAF
- Collaborating and partnering with arts and community organisations across Belfast to create an annual city wide, cultural celebration
- Ensuring BIAF has adequate financial resources and expertise to fulfil its mission and address its overall sustainability

Our guiding principles reflect the importance of:

- Global Connections
- Contemporary and Inter-disciplinary arts practice
- Community
- Collaboration and Partnership
- Access and Diversity

2.2 2022 Overview

BIAF celebrates its 60th anniversary in 2022 and as such is proposing an expanded programme of events that are forward looking and designed to pose questions about the future of contemporary arts in Belfast in the context of a rapidly changing world, slowly emerging from the pandemic.

The expanded 60th season programme of events marks a pivotal moment in our history and in wider society as we seek new ways of creating art, new modes of delivering an artistic programme and a new conversation with audiences.

2022 will feature key events from August through to the 'core' Festival, currently planned for 5 October to 5 November. The programme will contain a number of significant events including:

- UK/Ireland theatre and dance premieres
- Showcasing local work
- Outdoor performances of a contemporary and interdisciplinary nature
- Talks and literature events
- Digital and online events
- Talks and literature events
- Major artistic collaborations and events in partnership with other institutions and agencies, requiring co-ordination and liaison between BIAF and partners

2.3 BIAF Tender Objectives

Objectives for this tender process are:

- Secure high-quality operations and logistical service provider/s
- Ensure supplier is in place to meet the timeframe
- Appoint a supplier that will provide high standards of professional service
- Appoint a supplier that will provide excellent value for money
- Work with a supplier that will add value to our services

2.4 Summary of Service

In 2022 BIAF will deliver its 60th edition with an expected 150+ events being held in a variety of venues and locations across the city. Note that the level of support needed for each event will vary depending upon the contractual agreement with the artist/company/venue, etc.

The Operations & Logistics team will work closely with the Artistic Director & Chief Executive, the Technical Director, and other key staff to ensure the smooth, efficient and effective operational and logistical delivery of the Festival's events within set timeframes and objectives. You will be a direct liaison between BIAF and a variety of other partners including venues, artists and performers.

The service will be responsible for the key areas outlined below, and please refer to **2.6** for more detailed information.

- Event planning; contracting; organising; and coordinating with venues, artists, agents and performers, etc
- Logistical management of travel, accommodation, per diems, etc
- Relationship management and communications
- Volunteer/Ambassador and Front of House recruitment and management
- Support event health & safety and security
- Securing visas, permits, licenses and insurance
- Budget Management in line with BIAF procedures and ensuring value for money
- Record keeping, data collecting, reporting and evaluation across BIAF and making submission to agencies such as PPL/PRS, Foreign Entertainers Unit, Permit Free Festivals, etc
- Set up, maintain and monitor as event 'master plan' document
- Compliance with all BIAF policies and procedures

2.5 Service Providers Skills, Experience, Qualifications, Knowledge, etc

Applicants must provide evidence that they meet the following requirements giving examples of having:

- A minimum of 3 years' experience with lead responsibility for managing and coordinating arts events. For example, as an operations manager, production manager or stage manager
- Experience of delivering similar work and targets, to those set out in this document, on time and to budget, ideally within a professional multi-disciplinary arts festival setting
- Knowledge and experience implementing Health & Safety legislation and risk management
- Professional working knowledge of the arts sector within Belfast
- Experience of leading/managing a small team and working collaboratively within a team
- A positive, proactive, self-motivated and flexible approach, with the ability to prioritise workloads and meet deadlines whilst working on own initiative with little supervision
- Able to work under pressure and maintain good humour and diplomacy whilst dealing with a range of stakeholders
- A flexible approach to working hours and duties to meet the needs of the project including a willingness and availability to work evenings and at weekends when necessary

Applicants must demonstrate the following:

- Excellent time management and organisation skills
- Excellent communications
- Excellent oral and written skills
- Excellent computer literacy skills
- Experience of problem solving
- Ability to meet deadlines
- Able to work independently and as part of a team
- Fully available to deliver the complete range of services and attend events as required, which may be daytime, evening or at weekends.

2.6 Service Deliverables

This is not intended to be a listing of all individual actions or responsibilities, but a more detailed overview of each area of delivery within the service remit.

	Lead / Manager	Support / Assistant
Artist Contracting and Management <ul style="list-style-type: none"> • Direct liaison with and contracting all artists, speakers, performers and partners in line with existing deal memos; BIAF policy; NI and UK Government Legislation including but not limited to, immigration, visas, customs, VAT and UK Withholding Tax, insurances, etc. • Provide advice and support to the above in relation to ensuring artist compliance in advance of all events • Manage the work of the Operational Support Assistant 	X X X	
Artist Management/Liaison <ul style="list-style-type: none"> • Be the main point of contact/liaison between artist/companies/venues, etc for enquiries and support in relation to contracting and technical requirements and re-directing as appropriate to BIAF colleagues • Host and support artists in the run up to and during their time at BIAF, confirming itineraries, arranging ground transfers between the airport and accommodation, accommodation and venues, etc • Manage arrangements for per diems for relevant visiting artists and ensembles • Set up dressing room requirements, catering and riders in line with contract arrangements 	X	X X X
Venue Contracting & Co-ordination <ul style="list-style-type: none"> • In line with BIAF accessibility policies, to identify, secure and contract venues and sites and obtain any permits or licenses needed (note that many venues have already been identified) • Liaise with venue technical and event management staff to ensure smooth operational effectiveness across all events 	X X	
Technical, Health & Safety & Accessibility <ul style="list-style-type: none"> • Act as Health & Safety Officer – carry out/ensure risk assessments are completed and put in place appropriate remedial plans and actions across all areas of operational delivery • Work with BIAF's Technical Director to ensure that artist technical requirements are met 	X X	

<ul style="list-style-type: none"> • Work with BIAF's Project Manager (outdoor events) on delivery of technical, H&S, security, licensing, certificates, and insurance requirements • Co-ordinate Audio Description, Captioning and Interpreting for selected events 	X	
Budget & Financial Management <ul style="list-style-type: none"> • As a Budget Holder to comply with all BIAF financial and procurement policies to manage spend, authorise invoices and sign off on payments • Maintain up to date expenditure spreadsheets • Ensure all invoicing/billing from suppliers meets auditing and stakeholder standards, and is fully accounted for and recorded before the service provision is agreed as complete • Provide an end of contract report demonstrating completion of all responsibilities 	X X X X	X X X X
Volunteers/Ambassadors & Front of House <ul style="list-style-type: none"> • Recruit, train, induct and manage volunteers (approx. 40) who provide support at events with hosting guests, ushering, health and safety, distribution of information such as marketing materials, and supporting completion of audience surveys • Recruit volunteer participants for relevant events, if required • Work with the Marketing Manager to co-ordinate completion of in-person event surveys • Co-ordinate, train, induct and manage temporary Front of House services at venues without dedicated FOH staff. FOH Managers are paid separately to this service tender • Ensure Volunteers and FOH receive full Health & Safety, Equality, Accessibility and Disability, Safeguarding, Customer Service induction and training on BIAF and their role remit 	 X X X	X X X X
Reporting, Monitoring & Evaluation <ul style="list-style-type: none"> • Maintain up-to-date records and set-up sharing and filing systems to ensure that documents are fully accessible at all times to the wider BIAF team • Maintain up-to-date information and data as required by the General Manager, Fundraising Team and Marketing team to aid stakeholder reporting 	X X	X X
Communications <ul style="list-style-type: none"> • Sharing information as required across all BIAF departments and at team meetings, including a daily event schedule 'master plan' • Maintain accurate and up-to-date files • Attend and participate in regular team meetings 	X X X	X X X
BIAF Policies <ul style="list-style-type: none"> • Compliance with all BIAF policy and procedures 	X	X

BIAF TEAM

As indicated at Section 2.4, the Event Operations & Logistics team will work closely with the Artistic Director and Chief Executive and Technical Director, but will also have responsibilities across all other departments.

3 Submission

The application should be clear, set out as itemised below, and include:

3.1 Cost

In addition to providing a fully inclusive total cost for the Service Provision, the tender will also supply:

- Financial Breakdown: A financial breakdown for the services, including all fees, expenses, materials, other tangibles and any other expenses related to delivery of the full contract. The cost against the deliverables outlined in **2.4 and 2.6**, must be clear for each person providing the service, and the basis of this costing (for eg number of full time days/hours, and the period of time)
- Hourly rates – and a calculation of how this applies to the total service delivery and any variation of rate across team members
- VAT Status: Advise whether or not you are VAT registered. If registered include your VAT number) and indicate all costs that are subject to VAT
- The fee quoted should be on a 'best-bid' basis and is to remain fixed

NB: The costs submitted will be fixed for the 3-year period. BIAF will not accept an annual price increase without clear justification showing costs to the appointed service provider have increased. Tenderers should explain any mechanism they have in place for reviewing charges and provide details of categories of expenditure which might impact future costs.

3.2 Ability to deliver the complete range of services set out in Section 2.4 and 2.6

Provide a statement (max 1000 words) demonstrating how you/your team, are best placed to deliver this service and the experience held where you/your team have been responsible for the areas set out within Section 2.4 and Appendix 1. Give examples of professional work you have delivered of a similar scale, particularly any experience within a multi-discipline arts festival and/or events where you have worked directly with international artists.

3.3 References

Provide a minimum of two references which should clearly illustrate and support how you/your team meet the requirements outlined in 2.4. Summary of Service.

3.4 Relevant Skills, Experience, Qualifications, Knowledge, refer to Section 2.5

Detail your/the relevant experience of the team to be deployed on this contract (max 1000 words) meets the criteria at Section 2.5. Include details of all individuals charged with the responsibility of delivering both the entire contract and/or specific service elements within it and include full CVs for all persons (CVs are not counted within word limit).

3.5 Added Value

Provide details of any added value you can bring to BIAF.

3.6 Conflict of Interest

A statement declaring there is no Conflict of Interest/ or identifying any perceived Conflict of Interest and giving information on how it will be managed.

3.7 GDPR Legislation

Provide a brief statement confirming you have in place technical and organisational measures that are sufficient to ensure that data processing will (a) meet the requirements of GDPR legislation and (b) ensure the protection of the rights of the data subject.

3.8 Conditions of Contract

Attention is drawn to the Conditions of Contract at Section 4. Applicants should ensure that any documentation submitted does not contain, or bear printed thereon, terms and conditions or general restrictions that conflict with Section 4.

3.9 Assessment of Submissions

- Proposal and understanding of the brief: - 10%
- Delivering the Service: Section 2.4 & 2.6 - 30%
- Skills, Experience, Qualifications, Knowledge: Section 2.5 – 30%
- Value For Money: Pricing & Costs – 25%
- Added Value: – 5%

4 Conditions of Contract

4.1 The Work

- 4.1.1 The appointee shall complete the work with reasonable skill, care and diligence in accordance with the contract.
- 4.1.2 The appointee shall provide BIAF with reports on the work at such intervals and in such form as BIAF require.
- 4.1.3 The nominated individual, responsible for management and operation of the overall contract, shall remain in that capacity unless by prior agreement with BIAF, or in the event of circumstances beyond the appointee's control.
- 4.1.4 BIAF reserves the right, by notice to the appointee to modify its requirements in relation to the work. Any alteration to the contract price or the completion date arising by reason of such modification shall be agreed between the parties. Failing agreement, the matter shall be determined by arbitration in accordance with the provisions of Condition 4.10.

4.2 Fees and Expenses

- 4.2.1 BIAF shall pay to the appointee fees at the rate specified in the contract and/or the Purchase Order.
- 4.2.2 BIAF shall reimburse the appointee the amount of all expenses reasonably and properly incurred in the performance of the work, in line with the expenses detailed in the tender proposal. The appointee will adhere to BIAF's Travel Policy and Travel Regulations as if s/he were an employee of BIAF. BIAF's travel policy is that employees are reimbursed the actual cost of expenses incurred wholly, exclusively and necessarily in the performance of duties of their employment subject to the rules and rates laid down in the Travel Regulations. Nothing in this clause should be taken to mean that the appointee is an employee of BIAF.
- 4.2.3 Unless otherwise stated in the contract and/or the Purchase Order, payment will be made by the end of the month following that in which a valid and accurate invoice is received, for work completed to the satisfaction of BIAF.
- 4.2.4 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.
- 4.2.5 Expenses, where applicable, shall be shown separately on all invoices and shall include a breakdown of expenses.

4.3 Indemnities and Insurance

- 4.3.1 The appointee shall indemnify and keep indemnified BIAF against all actions, claims, demands, costs and expenses incurred by or made against BIAF in respect of any loss or damage which arises from any advice given or anything done or omitted to be done under this contract to the extent that such loss or damage is caused by the negligence or other wrongful act of the appointee, his servants or agents.
- 4.3.2 The appointee (if an individual) represents that s/he is regarded by all relevant crown bodies and agencies, such as Her Majesty's Revenue & Customs, as self-employed and accordingly, shall indemnify BIAF against any tax, national insurance contributions or similar impost for which BIAF may be liable in respect of the appointee by reason of this contract.
- 4.3.3 The appointee shall effect with an insurance company or companies acceptable to BIAF, a policy(ies) covering all the matters which are the subject of the indemnities and undertakings on the part of the appointee contained in this contract, in the sum of £500,000 at least in respect of one incident and unlimited in total, unless otherwise agreed by BIAF in writing.
- 4.3.4 If requested, a certificate evidencing the existence of such a policy(ies) shall be provided by the appointee BIAF, for eg a certificate of Professional Indemnity Insurance.

4.4 Employment Discrimination

- 4.4.1 The appointee shall not unlawfully discriminate within the meaning of any relevant legislation or any statutory modification or re-enactment thereof relating to

discrimination in employment whether by race, ethnic or national origin, colour, creed, disability, political belief, membership of or activities as part of a trade union, social or economic class, sex or gender, sexual orientation, marital or parental status or other family circumstance or any other ground not relevant to good employment practice. The appointee shall take all reasonable steps to ensure the observance of these provisions by all servants, employees or agents of the appointee and all sub-contractors employed in the execution of the contract.

4.5 Confidentiality

- 4.5.1 The appointee shall not disclose, and shall ensure that their employees do not disclose, any information of a confidential nature obtained by them by reason of this contract except information which is in the public domain otherwise than by reason of a breach of this provision.
- 4.5.2 The provisions of this condition shall apply during the continuance of this contract and after its termination howsoever arising.

4.6 Termination

- 4.6.1 Either party shall be entitled to terminate this contract by giving not less than thirty days' notice to that effect.
- 4.6.2 Termination shall not prejudice or affect any right of action or remedy that shall have accrued or shall thereupon accrue to BIAF and shall not affect the continued operation of the contract during the notice period.

4.7 Recovery and Sums Due

- 4.7.1 Wherever under this contract any sum of money is recoverable from or payable by the appointee, that sum may be deducted from any sum then due, or which at any later time may become due, to the appointee under this contract or under any other agreement or contract with BIAF.

4.8 Assignment, Sub-Contracting and Procurement of Services

- 4.8.1 The appointee shall not assign or sub-contract any portion of the contract without the prior written consent of BIAF. Sub-contracting any part of the contract shall not relieve the appointee of any obligation or duty attributable to him/her under the contract or these Conditions.
- 4.8.2 Where BIAF has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the appointee to BIAF immediately.
- 4.8.3 The appointee shall abide by the procurement guidelines and requirements operated by BIAF. The appointee shall maintain records for the purchases of equipment, materials or services related to this agreement and shall make available such records to BIAF as and when requested.

4.9 Status of Contract

- 4.9.1 Nothing in the contract shall have the effect of making the appointee an employee of BIAF.

4.10 Arbitration

- 4.10.1 All disputes, differences or questions between the parties to the contract with respect to any matter or thing arising out of or relating to the contract other than a matter or thing as to which the decision of BIAF is under the contract to be final and conclusive, and except to the extent to which special provision for arbitration is made elsewhere in the contract, shall be referred to the arbitration of two persons one to be appointed by BIAF and one by the appointee, or their Umpire, in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof.

4.11 Headings

- 4.11.1 The headings to Conditions shall not affect their interpretation.

4.12 Anti-Bribery and Anti-Corruption

4.12.1 The appointee shall:

- a) Comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ('Relevant Requirements').
- b) Not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.
- c) Have and shall maintain in place throughout the term of this agreement its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010 (section 7(2) and any guidance issued under section 9, sections 6(5) and 6(6) of that Act and section 8 of that Act respectively) to ensure compliance with the Relevant Requirements and will enforce them where appropriate.
- d) Ensure that all persons associated with the appointee, including employees and sub-contractors, or other persons who are performing services in connection with this agreement comply with this Clause.

4.12.2 In the event of any breach of this by the appointee or by anyone employed by them acting on their behalf (whether with or without the knowledge of the appointee):

- a) The appointee shall immediately give BIAF full details of any such breach and shall co-operate fully with BIAF in disclosing information and documents which BIAF may request.
- b) BIAF shall (without prejudice to any of its rights or remedies under this agreement or otherwise) be entitled by notice in writing to terminate this agreement immediately
- c) The appointee shall be liable for, and shall indemnify and keep BIAF indemnified, in respect of any and all loss resulting from such termination.

4.12.3 The decision of BIAF shall be final and conclusive in any dispute, difference or question arising in respect of:

- a) The interpretation of this Clause.
- b) The right of BIAF to terminate this agreement.
- c) The amount or value of any gift, consideration or commission.

4.13 Governing Law

4.13.1 These Conditions shall be governed by, and construed in accordance with Northern Ireland Law and the appointee hereby irrevocably submits to the jurisdiction of the relevant Courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of BIAF to take proceedings against the appointee in any other court of competent jurisdiction.

4.14 General Data Protection Regulation (GDPR)

4.14.1 The General Data Protection Regulation (GDPR) came into force on 25th May 2018. The GDPR applies to Controllers (who say how and why personal data is processed) and Processors (who act on the Controller's behalf). GDPR applies to any public or private organisation processing personal data. Personal data means any information that relates to an identified or identifiable living subject, i.e. staff member, member of the public, customer etc. The contracts being procured as a part of this PR Tender will be subject to the GDPR, and the successful service provider will be a Processor.

Tenderers should note that:

- a) Suppliers will be expected to manage their own costs in relation to compliance with GDPR
- b) GDPR Processors now face direct legal obligations and they can be fined by the Information Commissioner's office (ICO)

- c) Both Controllers and Processors may face claims for compensation where they have not complied with their obligations under GDPR
- d) BIAF will not accept liability clauses the aim of which is to indemnify Processors against fines or claims under GDPR, as this undermines the principle that Processors are directly responsible for protection of personal data.
- e) The contract documents to be entered into by the successful supplier(s) will include specific obligations in relation to GDPR
- f) The pricing and supplementary information at Section 3, requires the tenderer to confirm that they have in place technical and organisation measures that are sufficient to ensure that the processing will (a) meet the requirements of GDPR legislation and (b) ensure the protection of the rights of the data subject.

Belfast International Arts Festival

T: 028 9033 2261

W: belfastinternationalartsfestival.com

Charity Number: NIC103560

Company Number: NI631354