



**Invitation to Tender for Provision of
PR Services 2021 - 2023**

**Return To: recruitment@belfastinternationalartsfestival.com
and sarahkelly@belfastinternationalartsfestival.com
Return Deadline: 12noon on Monday 7 June 2021**

Belfast International Arts Festival

T: 028 9033 2261 (note the BIAF team continue to work from home, please contact by email)

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 Service Providers who wish to tender for the provision of PR Services. The Contract is expected to commence in June 2021 and complete in November 2021. The contract may also be extended ad hoc to include other PR support outside of the traditional festival campaign period, most notably activity surrounding the 60th edition in 2022.

Subject to successful contract delivery for Festival 2021, and agreement between the parties, the contract may be extended annually for up to a further 2 years. Please also refer to clause 4.6 below.

- 1.2 **Applications are to be submitted by email to** recruitment@belfastinternationalartsfestival.com and sarahkelly@belfastinternationalartsfestival.com with 'Tender: PR Services' in the subject title, **no later than 12noon on Monday 7 June 2021**. Late applications will not be considered. Submissions should not exceed 10MB.
- 1.3 Applicants should note that it is their sole responsibility to ensure that their proposals are complete and accurate. Where the information requested has not been provided, and no explanation has been given as to its omission, this will result in the application being rejected.
- 1.4 In case of a technical or procurement query, please contact the Marketing Manager, Sarah Kelly, via email at sarahkelly@belfastinternationalartsfestival.com. Any points that require clarification must be received no later than 2 June.
- 1.5 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.
- 1.6 BIAF shall not be responsible for, or pay for, any expenses or losses that may be incurred by any Applicant in preparing their tender proposal.
- 1.7 **Evaluation Criteria**
The criteria for the award of the contract shall be the most economically advantageous proposal based on the following:
- Proposed fee – refer to Section 3.1
 - Ability to deliver the complete range of services set out in Section 2.3
 - Relevant skills, experience, qualifications, knowledge, etc. set out in Section 2.4
- Refer to 3.9 for further information.
- 1.8 Applicants may be required to attend for interview following evaluation of their proposals, and will be notified of the requirement to attend for interview within 10 working days of the closing date for submission of tender.
- 1.9 BIAF is not committed nor required to accept the lowest or indeed any proposal.
- 1.10 BIAF shall not be responsible for any additional payments over and above the agreed price for the successful appointee.
- 1.11 Applicants must be explicit and comprehensive in their responses as this will be the single source of information on which proposals will be evaluated. Applicants 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.

- 1.12 Applicants 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.
- 1.13 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.
- 1.14 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.
- 1.15 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 and programming that cuts across traditional artform boundaries. We work closely with NI artists to support the development and creation of distinctive new work as well as presenting today's most exciting artists from around the world. 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.

BIAF also plays an important role in cultural tourism, attracting domestic and overseas visitors to Belfast. As we look ahead to recovery, BIAF has a key role in helping with the social, economic and cultural revival of the city and more widely, our artistic communities and audiences.

Our guiding principles reflect the importance of:

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

See <https://belfastinternationalartsfestival.com/>

Belfast International Arts Festival 2021

The 2021 edition will take place from 13 October – 2 November with a programme of compelling drama and dance, experimental genre-busting works, topical talks and the latest literary releases, classical music, toe-tapping folk and roots, independent film and contemporary visual arts. As Northern Ireland's largest contemporary arts festival and cornerstone of the annual cultural calendar, this year's programme is envisaged to take place live and in-person, with a small number of digital offerings. As part of our planning we have hybrid and digital-only scenarios (see below).

The exciting and thought-provoking programme continues to explore contemporary matters of interest to our audiences such as the climate crisis, gender equality, multi-culturalism, representation, and democracy.

There are newly commissioned works and world premieres from NI and overseas. We are building upon the cross-border partnership with Westival established last year, and a continuing relationship with Institut Francais, and a host of other partnerships. We are also involved in industry showcasing initiatives promoting NI talent abroad. Our Embrace strand, which seeks to actively engage audiences in creative practice, will include dance and music workshops and post-show discussions/ Q&A's.

The full programme will be revealed in mid-August with a mix of paid and free events. Several signature events may be released on sale in June. BIAF continues to develop donation and membership schemes.

BIAF's values of reflecting the importance of global connectivity, cultural diversity, access and participation and contemporary art practice will continue to play a key role in communications.

BIAF appeals to a wide demographic (81% of BIAF19 survey respondents were equally distributed between age bands 25-64). We anticipate the majority of our audience to be from Belfast and Northern Ireland with approximately 10% of audiences coming from the close to home markets of ROI and GB. It is expected that international visitors will return in 2022. One of our key and unique strengths is our ability to connect NI, its artists and audiences with artistic practice from across the world and to once again, feel part of a wider global community.

Scenario Planning for 2021 Edition:

BIAF has planned for a variety of 2021 event delivery scenarios that are subject to Covid-19 conditions and are as follows:

1. **Live:** With the easing of local restrictions, BIAF is working towards delivering a predominantly live festival in 2021. This is of course dependent on Government Guidelines on public gatherings, social distancing and travel as well as public confidence in attending events and the reopening of venues.
2. **Hybrid:** In the event that Government restrictions prevent us from delivering a fully live event, BIAF has in place a series of plans to deliver a hybrid festival, comprising a mix of live and digital events. On the back of delivering a digital festival in 2020, BIAF can build on the strengths of that experience and has the ability to adapt events for the screen as and when is necessary.
3. **Digital:** If absolutely necessary, BIAF can deliver an entirely digital event as indeed we successfully did in 2020.

Factors influencing our decision on the nature and format of our 2021 event will include, but not be limited to:

- The advice of government on public gatherings, social distancing and venue specific advice (we expect further Stormont and Westminster Government advice and guidance in these areas in the coming days and weeks).
- The views of our stakeholders.
- Ongoing financial circumstances.
- Availability of invited artists, events and venues.
- Restrictions placed upon artists based overseas.
- Availability of public transport for our audiences.
- Available travel and freight options for overseas artists.
- Our assessment of the public mood and appetite for attending live events.

It is likely therefore that a final decision on the nature and format of our 2021 edition will be taken towards the end of June.

Festival Campaign

Full programme launch: mid-August 2021

Festival dates: 13 October – 2 November 2021

60th Anniversary

2022 marks the 60th edition of the combined heritage of Belfast Festival at Queens (1962-2014) and Belfast International Arts Festival (2015 to present). This special anniversary will include satellite events and extra activity, and will naturally include additional PR strategy (and budget) to be discussed with PR provider post festival 2021 delivery.

2.2 BIAF Tender Objectives

Objectives for this tender process are:

- Secure a high-quality provider of PR services.
- Ensure supplier is in place to meet the timeframe.
- Appoint a supplier who will provide high standards of professional service.
- Appoint a supplier who will provide excellent value for money.
- Work with a supplier who will add value to our services.

2.3 Summary of Services Required

The purpose of the PR Services provision is to support the BIAF Marketing Manager and team in delivering a professional and strategic communications, press and media service which will:

- Create awareness of and increase the profile of BIAF locally, nationally and internationally.
- Build the BIAF brand and reflect key communication themes.
- Reach new audiences whilst retaining existing ones.
- Assist BIAF to meet attendance and sales targets.

Key Communication Themes

- A dynamic, world-class, contemporary arts festival that consistently delivers exceptional quality.
- BIAF brings the best of international arts to Belfast, and international attention to the wealth of creative talent in Northern Ireland.
- Topical, compelling, provocative, entertaining; providing a platform to examine gender equality, multi-culturalism, representation, civic responsibility, the climate crisis, and democracy.
- The commissioning and co-production of new work that speaks to the common concerns of people (see above) and work reflecting shared, sometimes hidden, stories of our past.
- Accessible: ticket price range Free - £30, meaning great value and access to high quality arts. Desire to add captioning and audio-described for a number of events (for D/deaf and visually impaired), dependent on funding.
- Desire to fulfil 'Art is for Everyone' ideal; BIAF as a civic celebration, to bring audiences new ways to experience, engage and participate in the arts.
- Positioning BIAF as a leading contemporary arts festival on island of Ireland and in UK.

Set against a backdrop of reopening and recovery post-pandemic, reconnecting with families and friends, and reassuring audiences of safety protocols.

The Service provider will be directly responsible for:

- Producing and delivering an integrated PR strategy for BIAF21 that increases media coverage in Belfast, NI, GB, ROI and Internationally. A recognition that Belfast, NI and ROI will be main focus, although desire to increase GB coverage.
- Producing press releases, previews, briefings, and listings (specifically listings/articles to lifestyle/what's on editors). Arranging features, interviews, commentary pieces, editorials and reviews. Liaising with artists, company representatives and/or their PR team/Agent (BIAF will supply contact details and introduce).
- Generating PR/editorial interest with wider media and mainstream press including regional, national and international media, local radio, local television and national networks. Expanding beyond arts and culture to politics, lifestyle, health, and wider news agenda.
- Creating influencer engagement strategy and managing opportunities.
- Organising and managing creative photo calls.
- Liaising closely with funders and stakeholders to ensure their communication objectives are met.
- Developing relationships on behalf of BIAF with key press and media.
- Generating creative ideas surrounding the programme launch event and co-ordination thereof.
- Collating ticket requests from journalists and media representatives.
- Advising on risk and crisis PR planning.
- Providing timely updates during the campaign, ensuring all coverage is collated and shared for use by the BIAF team on marketing channels.
- Working closely with the Marketing Manager and BIAF team.
- Working within agreed budgets.
- Measuring and evaluating the success of PR campaign – including collating a full clippings file and a post-event Media and PR analysis for all stakeholders. To be delivered within 4 weeks of the end of Festival. (BIAF can set-up its own media monitoring service; however collating final report is important.)

Optional

BIAF has several paid advertising and media partnerships in place in NI and ROI. Indicate in your submission whether you offer, as an additional service, brokering or leveraging media partnerships to deliver increased editorial and social media activity.

2.4 Service Providers Skills, Experience, Qualifications, Knowledge, etc.

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

- A minimum of 5 years' experience of producing professional PR campaigns for events with high attendance targets.
- An in-depth professional working knowledge of delivering successful PR services within the arts and cultural sector.
- Experience of delivering similar work and targets on time and to budget.

Applicants must demonstrate that they have:

- Excellent communication skills and expertise.
- Excellent team working and collaborative skills.
- Excellent oral and written skills.
- Excellent organisation skills.
- Good computer literacy skills.

- Experience of problem solving and complaint handling.
- Relevant media contacts in NI, ROI and GB.

Applicants must also indicate that they:

- Are fully available to deliver the complete range of services and are able to attend all launches, opening and closing receptions, and any other VIP / stakeholder events being held which may be during daytime, evening or weekends.
- Have access to own transport.

3 Submission

The application should be clear and include evidence of:

3.1 Cost

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

- Financial Breakdown: Provide a financial breakdown for the service outlined in 2.3. *Summary of Services* including all fees, expenses, materials, other tangibles and any other expenses related to the delivery of the contract (e.g. photo calls, paid promotional activity, media monitoring services).
- Taking into consideration the 3 festival delivery scenarios (section 2.1), indicate elements that may change.
- If you wish to respond to the optional media partnership enquiry, include costs as a separate item.
- Hourly rates – and any variation of rate across team members.
- VAT Status: Advise if you are VAT registered (if applicable include your VAT number) and indicate all costs that are subject to VAT.
- The fee quoted should be on a 'best-bid' basis and should remain fixed until completion of the tendering and contract process.

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 2.3 above

Provide a statement (not more than 1500 words) detailing how you are best placed to deliver this service, and demonstrating how you meet the requirements outlined in 2.3. *Summary of Services*. Provide detail on strategy and approach, and include detail on how your approach may vary according to the 3 identified scenarios. In addition to the statement, provide examples of contracts/work of a similar scale, volume and calibre of client, and provide a minimum of two references from current or former clients.

Optional: Indicate whether you offer, as an additional service, brokering or leveraging media partnerships to deliver increased editorial and social media activity.

3.3 Relevant Skills, Experience, Qualifications, Knowledge, refer to Section 2.4

Detail your/the relevant experience of the team to be deployed on this contract. Submissions should include details of nominated individuals charged with the responsibility of delivering both the entire contract and/or specific service elements within it, and an indication of their time involvement against the full service. Include full CVs for all persons involved in the Delivery of the Service.

3.4 Uniquely BIAF

A statement on how you will deliver a unique service tailored to BIAF – how you will distinguish BIAF from the range of other festivals and competing events that take place across the city in the calendar year.

3.5 Added Value

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

3.6 Conflict of Interest – refer to section 1.12

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 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 – 20%
- Skills, Experience, Qualifications, Knowledge – 30%
- Value For Money - Pricing & Costs – 30%
- Uniquely BIAF – 5%
- 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 to BIAF, for e.g. 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 25 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