

## Appointment of Design and Advertising Services for the 2017 Belfast Festival



### APPOINTMENT OF DESIGN AND ADVERTISING SERVICES FOR THE 2017 BELFAST FESTIVAL

The mission of Belfast International Arts Festival 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 the Festival.
- Collaborating and partnering with arts and community organisations across Belfast to create an annual city wide, cultural celebration.
- Ensuring the Festival 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

The 2017 edition of Festival will take place between 5 October – 28 October (Dates TBC) bringing events and experiences from all over the world to audiences across Belfast. The programme will contain a number of significant events including:

- Outdoor performances of a contemporary and interdisciplinary nature.
- A showcase of local work.

## **Appointment of Design and Advertising Services for the 2017 Belfast Festival**

- UK/Ireland theatre and dance premieres.
- Talks and literature events.
- Festival in partnership with the Ulster Museum will present Poppies: Weeping Window at the Ulster Museum from 13 October – 3 December 2017. The Service Provider will be expected to liaise with all partners on this significant project.

The successful Service Provider will work closely with the Festival team and therefore must have proven experience in collaborative working. A summary of required services for this engagement is attached herewith as Schedule A.

The successful applicant will be notified of their successful bid but the contract will not be signed before Festival has ratified its 2017/18 budget, unlikely to be before 1<sup>st</sup> April 2017. The Festival reserves the right, on agreement with the successful applicant, to extend this engagement to cover the 2018 and 2019 editions of Festival. You are therefore invited to submit a proposal based on the below notes and instructions.

### **Notes and Instructions**

1. 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, the Festival reserves the right to disqualify that applicant from the process.
2. Proposals must be submitted by email to Karen O’Rawe at [recruitment@belfastinternationalartsfestival.com](mailto:recruitment@belfastinternationalartsfestival.com) by 5pm on **Tuesday 28<sup>th</sup> February 2017**. Submissions by email should not exceed 3MB.
3. The Festival 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.
4. Attention is drawn to Schedule A, which contains a Summary of Services for the required engagement. Supporting documentation illustrating how you best meet these services and criteria should be included with applications. It is however mandatory to include details of nominated individuals within applicant organisations that will be charged with the responsibility of delivering both the entire contract and specific service elements of it. As such, CVs of all individuals involved should be submitted with the application.
5. The fee quoted in Schedule B (Pricing and Information Schedule) should be on a 'best-bid' basis and should remain fixed for 60 days from the closing date for submissions.
6. The criteria for the award of the contract shall be the most economically-advantageous proposal based on proposed fee, relevant experience, creativity and completeness of services offered in relation to Schedule A.
7. 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 21 days of the closing date for submission of proposals.
8. Attention is drawn to the Conditions of Contract enclosed as Schedule C. Applicants should ensure that any documentation submitted with the proposal does not contain, or bear printed thereon, terms and conditions or general restrictions which conflict with these terms and conditions.
9. Applicants must be explicit and comprehensive in their responses as this will be the single

## **Appointment of Design and Advertising Services for the 2017 Belfast Festival**

source of information on which proposals will be evaluated. Applicants are advised neither to make any assumptions about their past or current supplier relationships with the Festival, nor to assume that such relationships will be taken into account in the evaluation process.

10. All information provided by the Festival, either within this exercise, or during any resultant contract, shall be treated as confidential and should not be disclosed to any third party without the Festival's prior permission. Similarly, all information provided by the applicant will remain strictly confidential.
11. The Festival is committed to meeting its responsibilities under the Freedom of Information Act 2000. Accordingly, all information submitted to the Festival 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. Whilst information of a sensitive nature will not normally be disclosed and/or published, in certain circumstances the Festival 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.
12. The Festival shall not be responsible for the payment of expenses incurred by any applicant.
13. The Festival is not committed nor required to accept the lowest or indeed any proposal.
14. The Festival shall not be responsible for any additional payments over and above the agreed price for the successful appointee.

**Summary of Services Required**

- Directly manage all Design related activities (with other agents and all delivery partners where appropriate).
- Directly manage all advertising and media buying on behalf of Festival.
- Produce and deliver an advertising strategy for the 2017 event that increases coverage in Belfast, NI, UK, ROI and internationally.
- Where relevant, liaise closely with funders and stakeholders to ensure their communication objectives are met.
- Evaluate current advertising partnerships and suggest course of action for 2017 Festival.
- Produce and manage design work for launches, marketing and advertising.
- Consolidate all corporate branding, logos, graphics and design work fully incorporating them into the Festival programme.
- Develop and maintain relationships on behalf of Festival with key Advertising companies and media.
- Meet the expectations and requirements, ranging from prominent use of relevant corporate logos through to target audience numbers, of all principal stakeholders, sponsors and cultural partners;
- Promote Festival on a National and International stage as one of Northern Ireland's and Ireland's major international, cultural events.
- Provide an Advertising update in the Festival period ensuring all coverage is collated and shared on a daily basis for use by the Festival team on marketing channels.
- Collate a post event Media and Advertising review with examples for all stakeholders.
- The bid should include details of online, outdoor, print, social and media advertising and should include all production costs.

**Applicants must provide evidence that they meet the following requirements and provide examples:**

- Experience of producing Media and Advertising campaigns for arts and cultural events
- Experience of designing innovative publicity materials for arts and cultural events
- In-depth working knowledge and experience of working with arts and cultural organisations
- Be sufficiently experienced to ensure this brief is delivered on time and to budget

**Applicants must demonstrate:**

- Excellent creative and design skills and expertise
- Excellent communication skills and expertise
- Excellent team working and collaborative skills
- Excellent oral and written skills
- Good computer literacy skills
- Experience of problem solving and complaint handling.

**Applicants must also:**

- Be willing to undertake 'off-duty' working hours
- Have access to own transport

*Please see Note 5 above in particular when applicants are considering how best to illustrate how they can provide these services and meet these criteria.*

**Pricing and Supplementary Information Schedule**

- Please provide a financial breakdown for each service requirement as outlined in Schedule A.
- Please include all fees, expenses, materials and tangibles.
- All prices quoted should be INCLUSIVE of VAT charged.
- Your costings should set out whether or not VAT is to be charged in addition or where it is already included in your itemised costs.

**Fee**

Fee Proposed (INCLUDING VAT IF FESTIVAL WILL BE INVOICED WITH VAT) \_\_\_\_\_.

This fee must be inclusive of all services, materials, third party expenses, travel and telephone charges and all other expenses related to the delivery of this contract.

Please detail in a separate document the provision of services offered indicating cost for each element. This information should be no more than 1000 words.

**Supplementary Information**

**Details of Relevant Experience**

Please provide details of your practice history, current and past clients, and a minimum of two references which should clearly illustrate and support how you meet the requirements outlined in Schedule A.

**CONDITIONS OF CONTRACT**

**1 The Work**

1.1 The appointee shall complete the work with reasonable skill, care and diligence in accordance with the contract.

1.2 The appointee shall provide the Festival with such reports on the work at such intervals and in such form as the Festival may from time to time require.

1.3 The nominated individual, responsible for management and operation of the overall contract, shall remain in that capacity unless by prior agreement with the Festival, or in the event of circumstances beyond the appointee's control.

1.4 The Festival reserves the right, by notice to the appointee to modify its requirements in relation to the work, and 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 10.

1.5 The Festival reserves the right to extend this contract, on agreement with the appointee, to extend the engagement to cover the 2018 and 2019 Festival.

**2 Fees and Expenses**

2.1 The Festival shall pay to the appointee fees at the rate specified in the contract and/or the Purchase Order.

2.2 The Festival 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 the Festival's travel policy and Travel Regulations as if they were an employee of the Festival. The Festival'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 the Festival.

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 the Festival.

2.4 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

2.5 Expenses, where applicable, shall be shown separately on all invoices and shall include a breakdown of expenses.

**3 Indemnities and Insurance**

3.1 The appointee shall indemnify and keep indemnified the Festival against all actions, claims, demands, costs and expenses incurred by or made against the Festival 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.

## **Appointment of Design and Advertising Services for the 2017 Belfast Festival**

3.2 The appointee (if an individual) represents that he is regarded by all relevant crown bodies and agencies, such as Her Majesty's Revenue & Customs, as self-employed and accordingly, shall indemnify the Festival against any tax, national insurance contributions or similar impost for which the Festival may be liable in respect of the appointee by reason of this contract.

3.3 The appointee shall effect with an insurance company or companies acceptable to the Festival, 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 the Festival in writing.

3.4 If requested, a certificate evidencing the existence of such a policy (ies) shall be provided by the appointee to the Festival.

### **4 Employment Discrimination**

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.

### **5 Confidentiality**

5.1 The appointee shall not disclose, and shall ensure that his/her employees do not disclose, any information of a confidential nature obtained by him/her by reason of this contract except information which is in the public domain otherwise than by reason of a breach of this provision.

5.2 The provisions of this condition shall apply during the continuance of this contract and after its termination howsoever arising.

### **6 Termination**

6.1 Either party shall be entitled to terminate this contract by giving not less than thirty days' notice to that effect.

6.2 Termination shall not prejudice or affect any right of action or remedy that shall have accrued or shall thereupon accrue to the Festival and shall not affect the continued operation of the contract.

### **7 Recovery and Sums Due**

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 the Festival.

### **8 Assignment, Sub-Contracting and Procurement of Services**

8.1 The appointee shall not assign or sub-contract any portion of the contract without the prior written consent of the Festival. 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.

## **Appointment of Design and Advertising Services for the 2017 Belfast Festival**

8.2 Where the Festival has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the appointee to the Festival immediately it is issued.

8.3 The appointee shall abide by the procurement guidelines and requirements operated by the Festival's public funders including but not limited to The Arts Council, Belfast City Council, Department of Social Development and Tourism NI. The appointee shall maintain records for the purchases of equipment, materials or services related to this agreement and shall make available such records to the Festival as and when requested.

### **9 Status of Contract**

9.1 Nothing in the contract shall have the effect of making the appointee the servant or employee of the Festival.

### **10 Arbitration**

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 the Festival 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 the Festival 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.

### **11 Headings**

11.1 The headings to Conditions shall not affect their interpretation.

### **12 Anti-Bribery and Anti-Corruption**

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; and

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 the Festival full details of any such breach and shall co-operate fully with the Festival in disclosing information and documents which the Festival may request; and/or

## **Appointment of Design and Advertising Services for the 2017 Belfast Festival**

(b) the Festival 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; and

(c) the appointee shall be liable for, and shall indemnify and keep the Festival indemnified, in respect of any and all loss resulting from such termination.

12.3 In any dispute, difference or question arising in respect of:

(a) the interpretation of this Clause; or

(b) the right of the Festival to terminate this agreement; or

(c) the amount or value of any gift, consideration or commission

The decision of the Festival shall be final and conclusive.

### **13 Governing Law**

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 the Festival to take proceedings against the appointee in any other court of competent jurisdiction.