



# **Tender for Provision of Box Office Services 2018-2020**

**Return Date: 12 noon Friday 27<sup>th</sup> April 2018**

# 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 Box Office Services. The Contract will be for a period of 3 years from May 2018, renewable annually and subject to clause 4.6 below.
- 1.2 **Applications should be returned via email to [sarah@belfastinternationalartsfestival.com](mailto:sarah@belfastinternationalartsfestival.com) with 'Tender: Box Office Services' in the subject title no later than 12 noon Friday 27<sup>th</sup> April 2018. Applications received after this time will not be considered. Submissions should not exceed 5MB.**
- 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 via email: Sarah Nelson at [sarah@belfastinternationalartsfestival.com](mailto:sarah@belfastinternationalartsfestival.com). Any points that require clarification must be received 5 working days before the application return date.
- 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 proposals.
- 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
  - Relevant experience
  - Ability to complete services offered in relation to Schedule A
- 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 7 days of the closing date for submission of proposals.
- 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 their past or current supplier relationships with BIAF, nor to assume that such relationships will be taken into account in the evaluation process.
- 1.12 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.

- 1.13 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.
- 1.14 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 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

The 2018 edition of BIAF will take place from 16 October – 3 November (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:

- UK/Ireland theatre and dance premieres
- A showcase of local work
- Outdoor performances of a contemporary and interdisciplinary nature
- Talks and literature events

### 2.2 2018 Festival

*Estimated Information for quote:*

- Estimated average ticket price £10
- Approximately 26 ticketed events in venues - no pop up box office needed on night of event
- Approx. 10 pop up box offices will be needed for events in non-performance (possibly outdoor) venues
- 50% of BIAF's tickets are sold by our partner venues
- 5 - 6,000 tickets issued directly through BIAF box office (including complimentary tickets)
- Approx breakdown of sales channel:
  - 70% sold online

- 20% were sold via counter
- 10% were sold via phone

*NB: The above information is an estimation to help applicants gain an understanding of the scale of services required and is by no means definitively set for 2018.*

*Proposed Sales Timeline*

|                |   |
|----------------|---|
| Early May      | 1-2 events on sale online   |
| August         | Full Programme on sale online                                     |
| September      | Full Programme on sale via phone, in person and online            |
| 16 Oct – 3 Nov | Festival (Full Programme on sale via phone, in person and online) |
| November       | Reporting & Evaluation  |

**2.3 Summary of Services Required:**

- A workable and affordable box office which integrates with the BIAF website
- A Box Office Supervisor acting under BIAF direction
- Online, telephone and in person booking platforms
- Dedicated Festival phone line available 7 days per week
- The set-up of shows and venues for booking in a timely manner
- Ability to ensure ticket splits are allocated correctly with other venues
- Communication with and collation of sales information from other theatres and venues who are also selling tickets and report back to BIAF
- Direction and briefing of Box Office staff on the Festival programme content
- Engagement of customers and upselling
- Delivery of excellent customer service
- The smooth running and delivery of box office software systems
- Ability to book marketing, press and sponsor comps
- Ability to generate and track promotional codes and offers
- Provision of offsite box office for allocated events
- Provision of box office sales reports as needed
- Full Box Office Evaluation post Festival
- Safe secure data management that is fully compliant with GDPR regulations
- Access for BIAF to all customer information (The box office provider and BIAF will share data controller status)

*Applicants must meet the following requirements:*

- Experience of offering box office services to third parties
- Evidence of excellent customer service
- In-depth working knowledge and experience of working with arts and cultural organisations
- A sufficiently experienced team to ensure this brief is delivered on time and to budget
- The successful applicant will work closely with the BIAF team and therefore must have proven experience in collaborative working

### 3 Submission

The application should be clear and include evidence of:

#### 3.1 Cost

- **Financial Breakdown:** Please provide a financial breakdown for each service requirement as outlined in 2.3. *Summary of Services* including all fees, expenses, materials e.g. tickets and tangibles and any other expenses related to the delivery of the contract.
- **VAT Status:** Advise if you are VAT registered (if applicable include your VAT number) and indicate if costs are subject to VAT.
- The fee quoted should be on a 'best-bid' basis and should remain fixed for 60 days from the closing date for submissions.

*NB: The costs submitted will be fixed for the three year period.*

#### 3.2 Relevant Experience

Detail the relevant experience of the box office team to be deployed on this contract. Submissions should include details of nominated individuals, including the Box Office Supervisor, charged with the responsibility of delivering both the entire contract and specific service elements of it.

#### 3.3 Ability to complete services offered in relation to Schedule A

Please include examples of the management of contracts of a similar scale, volume and caliber of client including a minimum of two references which should clearly illustrate and support how you meet the requirements outlined in 2.3. *Summary of Services*.

#### *Conditions of Contract*

Attention is drawn to the Conditions of Contract enclosed in Section 4. 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.

## **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 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 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.

#### **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.

#### **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 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; and

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 cooperate fully with BIAF in disclosing information and documents which BIAF may request; and/or
- 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; and
- 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 In any dispute, difference or question arising in respect of:

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

The decision of BIAF shall be final and conclusive.

#### **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.