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| Website Redesign & Associated Development Services |
| Request for Proposals |
| Contract Reference EP017  28 October 2016 |

Table of Contents

[1. About us 3](#_Toc463534152)

[2. What makes us different? 3](#_Toc463534153)

[3. Our current website 3](#_Toc463534154)

[3.1 Website stakeholders 4](#_Toc463534155)

[3.1.1 Higher Education recruitment 4](#_Toc463534156)

[3.1.2 Non-student recruitment 4](#_Toc463534157)

[3.2 What works well on the current website (provisional) 5](#_Toc463534158)

[3.3 Issues with our current site – from a staff perspective (provisional) 5](#_Toc463534159)

[3.4 Issues with our current site – from a website visitor’s perspective (provisional) 5](#_Toc463534160)

[4. Why now? 5](#_Toc463534161)

[5. Aims of the redesigned website 5](#_Toc463534162)

[6. Website content 6](#_Toc463534163)

[6.1 Content types 6](#_Toc463534164)

[6.2 General features 7](#_Toc463534165)

7. [Media 7](#_Toc463534166)

8. [Target audience 7](#_Toc463534167)

9. [Brand guidelines 9](#_Toc463534168)

10. [Website functionality (provisional) 9](#_Toc463534169)

11. [Requirements 9](#_Toc463534170)

12. [Budget 10](#_Toc463534171)

13. [Websites we like (provisional) 10](#_Toc463534172)

14. [Websites we don’t like (provisional) 10](#_Toc463534173)

15. [Timeline 10](#_Toc463534174)

16. [Response required 11](#_Toc463534175)

**Appendix 1: Suitability Assessment 13**

**Appendix 2: Terms & Conditions 19**

# 1. About us

Trinity Laban Conservatoire of Music and Dance is a forward-thinking, contemporary and world-class Higher Education Institution with a vision to redefine the conservatoire for the 21st century. At the leading edge of music and dance training, it provides specialist education of the highest quality, which reflects the increasingly collaborative world of artistic practice and supports the lifelong career development of students and professional performing artists.

# 2. What makes us different?



We have a history of innovation: we invented the idea of music examinations, we invented the idea of elite musical training centres for the under 18s, we presented the first dance degrees in Europe, we were the first to offer programmes in Dance Science, we invented the idea of a graduate dance company, and our idea of a dedicated festival of collaboration is being copied by conservatoires world-wide. We continue to innovate, and to develop programmes and projects that encourage links between art forms, and between music and dance in particular.

And we similarly inspire our graduates to re-define their art forms. Compared to our competitors, fewer of our alumni progress into traditional employment within orchestras and dance companies, but far more become artistic leaders and innovators running their own companies and devising truly unique artistic creations.

# 3. Our current website

Our website (<http://www.trinitylaban.ac.uk/)> is very large – it consists of 2800 published pages. 40,000 unique visitors visit the website every month; they visit 3 pages per session on average. The current, responsive version of the website was built in 2014. Our CMS is Drupal. We drive people to the website through social media advertising on Facebook and Twitter, send out emails, and participate in student recruitment events and community events in Southeast London.

Our performance venue, Blackheath Halls, has its own domain [www.blackheathhalls.com](http://www.blackheathhalls.com). It runs on a shared technical backend with the main Trinity Laban website (Drupal multisite) and has a design derived from our main website.

## 3.1 Website stakeholders

Trinity Laban is a complex organisation.

Stakeholders of the website include:

### 3.1.1 Higher Education recruitment

* Student Recruitment Team
* Faculty of Dance (academic staff delivering Higher Education programmes)
* Faculty of Music (academic staff delivering Higher Education programmes)
* Higher Education Marketing
* Registry and Student Support
* Students represented by the Student Union

### 3.1.2 Non-student recruitment

* Research
* Alumni Relations
* Learning & Participation Music (reaching out to the local community & professional development)
* Learning & Participation Dance (reaching out to the local community & professional development)
* Events Marketing
* Fundraising & Development
* Commercial activity (venue hire)
* Blackheath Halls
* Human Resources (vacancies)

We are collecting feedback from website stakeholders through a survey among 50 stakeholders and workshops with 20 stakeholders. A digital design company, Pedalo, is analysing the survey results and running stakeholder workshops for us, and will produce a report, which will be made available as a starting point for the redesign work. It will include:

* User personas
* Draft information architecture
* Initial functional list of deliverables

As the stakeholders are being consulted, some sections in this document are provisional.

## 3.2 What works well on the current website (provisional)

* **Mobile version is elegant and works well.**
* **Stable, functional backend (Drupal) – we will not switch to another CMS within the scope of this redesign project.**
* **Reliable server.**

This list will be developed further.

## 3.3 Issues with our current site – from a staff perspective (provisional)

* Editor’s preview option is not styled like the external website.
* There is no page tree.
* Editors have limited control over homepage.

This list will be developed further.

## 3.4 Issues with our current site – from a website visitor’s perspective (provisional)

* The website is not vibrant enough; it does not communicate the energy and excitement you feel when you visit our campuses in person.
* Menus lack clarity.
* Clunky teacher and other staff profiles, no uniform design.

This list will be developed further.

# 4. Why now?

* We are focusing more and more on the recruitment of overseas students (US, Asia), who often cannot visit our campuses in person. When people visit Trinity Laban in person, they are amazed by our buildings, facilities and performances; the website needs to be brought up to the same standard, and to take our buildings, facilities and performances to them.
* Brexit means more insecurity for prospective students from Europe. To prevent a decrease in applications from this group, our marketing tools will need to work harder to convince as many of them as possible to come study here.
* Our brand is forward-looking. Digital is often equated with new, so our website needs to be better than our competitors’ websites.

# 5. Aims of the redesigned website

Higher education student recruitment is our top priority. The website is an important tool in convincing prospective students to choose Trinity Laban. Success in this area means that more and more extraordinarily talented prospective students will (1) apply through UCAS, and (2) will eventually accept an offer from Trinity Laban, instead of from another conservatoire.

Other indicators of success:

* Prospective students and current students find our website easy to use and contact us less with questions.
* Increased ticket sales and bigger audiences at our events.
* Donors donate more frequently and higher sums through the website.
* More applications for non-higher education programmes (professional development; music and dance classes for children and adults)

# 6. Website content

The website is edited every working day. Our 2-person Web Team manages the website, while 40 editors contribute content.

The redesigned website needs to accommodate the information that is online now, although we probably want to restructure the page tree and delete old pages.

Also, it will be important to have a good look at our landing pages – especially the homepage – and to optimise them in terms of design and content.

We would like to explore the possibility of instrument pages, using the Drupal backend to pull together relevant content on the basis of tags. Having dynamically built instrument pages would differentiate us from other conservatoires. Falmouth University has built course pages in this way; see for example: <https://www.falmouth.ac.uk/drawing>. In addition, we could apply the same logic to our course pages in dance.

## 6.1 Content types

The website design must include designs for:

1. Basic page (text + images)
2. Homepage
3. Instrument page
4. Course page
5. Person
   1. Lists
   2. Personal profile page (staff, student testimonials, alumni, research students, dancers in student dance company Transitions)
   3. Widget
6. News
   1. List
   2. News article
   3. Widget
7. Events (loaded from Spektrix)
   1. Lists
   2. Event page
   3. Widget
   4. Calendar
8. Form
9. Gallery
10. CTA Button
11. Discussion point (Disqus embed)
12. Vacancy
    1. List
    2. Vacancy page
13. Carousel (if design requires it)
14. Search
    1. Page
    2. Results page
15. Course finder (provisional)

## 6.2 General features

The website design must contain these features:

1. Favicon
2. Menu
3. Page header
   1. Logo (given)
   2. Search box
   3. Language links
   4. Social buttons
4. Page footer
   1. Logos of Arts Council England and QAA
   2. Funded by… information
   3. Address
5. Search box
6. Cookie notification

# 7. Media

**Photos** – We have evocative, high-quality photos of dance shows, concerts, collaborations between musicians and dancers, and our buildings. All can play a bigger role on our website.

**Video** – We have a large archive of recent video footage. Our Web and Media Officer is turning them into videos that we are embedding into the website. We would like to give them a more prominent role on the website.

# 8. Target audience

Desired actions per audience:

**1. Prospective music and dance students (Higher Education)**

1. Register for open day
2. Request prospectus
3. Find course information
4. Find information about teachers  
   (Prospective music students base their choice upon the calibre of teaching staff)
5. Ask questions
6. Apply for audition
7. Apply for courses in UCAS (external)

**2. Audiences for our concerts, dance shows, and events at Blackheath Halls**

1. Find event information
2. Find venue information
3. Buy tickets for paid shows

**3. New and current students**

1. Find fees and fee payment information
2. Apply for accommodation
3. Contact councillors and support staff

**4. Donors and sponsors**

1. Donate to Trinity Laban or Blackheath Halls

**5. Alumni**

1. Enter or update their contact information
2. Find alumni benefits
3. Sign up for professional development workshops

**6. Music and dance professionals**

1. Sign up for professional development workshops

**7. Local people in Southeast London (from young to old)**

1. Sign up for amateur music and dance classes and performances
2. Participate in projects

**8. Researchers**

1. Have a personal page to promote their work
2. Find research event information
3. Add latest publications to Open Access page

**9. Job seekers**

1. Apply for vacancies at Trinity Laban

# 9. Brand guidelines

The new website design must adhere to Trinity Laban’s brand guidelines. The current version of our brand guidelines is available from: <http://www.trinitylaban.ac.uk/communications-toolkit>

A new version of these guidelines will be produced as the result of a branding project that is being undertaken now.

All new website designs will need to be approved by a team from Trinity Laban’s Marketing and Communications department, consisting of our Web Team and in-house Design Team.

# 10. Website functionality (provisional)

* Visitors can search using the search engine   
  (current functionality: Solr Search)
* Visitors can fill in a form   
  (current functionality: Drupal)
* Visitors can filter events, using tags or the calendar   
  (current functionality: Spektrix integration)
* Visitors can buy event tickets and manage their account  
  (current functionality: Spektrix integration – iFrame, API)
* Visitors can leave comments and discuss  
  (current functionality: Disqus)
* Visitors can share on social media  
  (current functionality: ShareThis)
* Visitors can accept cookies  
  (functionality that is currently being implemented)
* Visitors can click on a button with a link underneath (new functionality)
* Visitors can see instrument / course specific information  
  These pages are flexibly built using tags in Drupal (new functionality; provisional)
* Visitors can browse courses using a course finder (provisional)  
  (explore possibilities using Drupal)
* Visitors can apply for vacancies (provisional)  
  (explore integration with new HR database)

This list will be developed further.

# 11. Requirements

The redesigned website needs to:

* be responsive, with designs for mobile and tablet;
* meet Web Accessibility Guidelines (AA);
* be optimised for search engines;
* integrate with box office system Spektrix;
* support Chinese, Japanese, Korean and Polish characters/letters; and
* run on our content management system Drupal.

The code must be accepted by Altcom, who are our regular development partner and maintain and support our website.

# 12. Development skills required

* Web design skills, including UX expertise
* Web development skills, especially Drupal and higher education websites

We will consider your tender if you provide web development skills only. In that case, please do not bid for the entire budget mentioned below, but leave an amount that we can invest in the design.

# 13. Budget

£22,000 - £27,000 incl. VAT.

# Websites we like (provisional)

* <http://www.ravensbourne.ac.uk>: simplicity and use of imagery on homepage, creative navigation that fits the identity of the organisation.
* <https://www.theguardian.com/uk>: dynamic, block-based homepage. This kind of functionality should also be possible on our Drupal installation.
* <https://www.falmouth.ac.uk/games>: dynamic, block-based pages for courses. We would like to explore if this is possible on instrument-level in music and course-level in dance, making new use of the possibilities of Drupal.

This list will be developed further.

# Websites we don’t like (provisional)

* <http://www.bbc.co.uk/>: too much going on on homepage

This list will be developed further.

# 14. Timeline

**Tender deadline**: Wed 16 Nov 2016, 18.00h (GMT)

**Estimated date for awarding the contract**: Thu 1 Dec 2016

**Project deadlines**:

* launch of the new website on 1 Jun 2017
* Bug fixes until 1 Sep 2017

The deadlines are chosen so that the website is ready at the start of the academic year 2017/18.

# 15. Response required

We would like to receive written proposals by Wed 16 November 2016, 18.00h (GMT).

These proposals must be uploaded to our Bravo eTendering portal which can be found at:

<https://ensemble.bravosolution.co.uk/>

Please include:

* An outline approach, including:
  + Proposed timescales, work done in each stage, milestones
  + Price and price breakdown
  + Proposed payment schedule, and how it relates to the work/milestones
  + Details on the delivery team – did team members work on any of the past projects mentioned in the suitability assessment?
  + Warranties/guarantees
  + Day rates for development and design, in case further development is needed in the future
* A filled-out suitability assessment  
  Please note that if you fail this assessment, we cannot award you the contract

We will then follow up further with a shortlist of selected agencies/freelancers to hold a short interview.

# 16. Contact

Please contact us via the correspondence facility on the Bravo portal if you have any questions with regard to this request for tender.

# Appendices

* Appendix 1: Blank suitability assessment form
* Appendix 2: Trinity Laban’s Terms and Conditions

Appendix 1: Suitability Assessment

# Introduction

1. The purpose of this schedule is to ensure that only suitably capable Bidders are taken forward in the tender process.
2. This schedule will check that Bidders have:
   1. Appropriate skills and experience to be able to deliver the required goods/services
   2. Adequate capacity to deliver the requirements
   3. Appropriate level of financial stability to deliver the requirements at minimal risk to Trinity Laban
   4. Appropriate levels of insurance for delivering the contract
   5. Appropriate licences/qualifications/certification/systems to deliver contract.
3. Unless otherwise indicated, each part of this schedule will be marked on a pass/fail basis:

|  |  |
| --- | --- |
| **Score** | **Guide** |
| Pass | The Bidder has provided adequate information that provides the evaluation panel with confidence that the Bidder poses an acceptable level of risk and/or is capable of delivering the contract. |
| Fail | The Bidder has not provided information that gives the evaluation panel confidence that the Bidder is capable of delivering the contract and/or the Bidder poses an unacceptable level of risk. |

1. Should a Bidder fail any part of this assessment, a full explanation of the reasoning will be provided by Trinity Laban
   * 1. **Bidder details**

This section is for information only and will not be scored.

|  |  |  |  |
| --- | --- | --- | --- |
| **Full name of the Bidder** | |  | |
| **Registered company address** | |  | |
| **Registered company number** | |  | |
| **Registered charity number** | |  | |
| **Registered VAT number** | |  | |
| **Name of immediate parent company** | |  | |
| **Name of ultimate parent company** | |  | |
| **Please mark "X" in the relevant box to indicate your trading status** | | * + - 1. a public limited company |  |
| * + - 1. a limited company |  |
| * + - 1. a limited liability partnership |  |
| * + - 1. other partnership |  |
| * + - 1. sole trader |  |
| * + - 1. other (please specify) |  |
| **Please mark "X" in the relevant boxes to indicate whether any of the following classifications apply to you** | | * + - 1. Voluntary, Community and Social Enterprise (VCSE) |  |
| * + - 1. Small or Medium Enterprise (SME) |  |
| * + - 1. Sheltered workshop |  |
| * + - 1. Public service mutual |  |
| ***Supplier contact details for enquiries throughout the tender process*** | | | | |
| **Name** |  | | | |
| **Job Title** |  | | | |
| **Postal address** |  | | | |
| **Country** |  | | | |
| **Phone** |  | | | |
| **Mobile** |  | | | |
| **E-mail** |  | | | |
| **Website** |  | | | |

***Services you are proposing to supply to Trinity Laban:***

Please mark “X” in all relevant boxes to indicate what you supply:

Web design

Web development

* + 1. **Conflicts of interest**

|  |  |  |
| --- | --- | --- |
| a) | Trinity Laban may exclude the bidder if there is a conflict of interest which cannot be effectively remedied. The concept of a conflict of interest includes any situation where relevant staff members have, directly or indirectly, a financial, economic or other personal interest which might be perceived to compromise their impartiality and independence in the context of the procurement procedure. | **No conflict of interest exist/Conflicts of interest exist - details below** |
| b) | Where there is any indication that a conflict of interest exists or may arise then it is the responsibility of the bidder to inform Trinity Laban, detailing the conflict in below. Provided that it has been carried out in a transparent manner, routine pre-market engagement carried out by Trinity Laban should not represent a conflict of interest for the bidder. |
| **[please detail any conflicts of interest here]** | | |

* + 1. **Experience & References**

We are looking for suppliers that have experience in website design and development, ***preferably in the context of higher education and with the content management system Drupal***.

Please provide three (3) examples that help evidence your ability to deliver this type of work, including the following information for each:

|  |  |
| --- | --- |
| **Name of Client** |  |
| **Name of Project** |  |
| **Short description of work undertaken including details of capabilities outlined above** |  |
| **Link to Website** |  |
| **Dates of Project** |  |
| **Name of Referee** |  |
| **Job Title of Referee** |  |
| **Contact Details for Referee (Phone & Email)** |  |

If your examples do not provide the evaluation panel with the confidence that you have the correct experience, then you will not pass this stage.

We will be asking each of these clients for a reference.

* + 1. **Economic and Financial Standing**

Each Bidder’s financial risk will be evaluated by evaluating by looking at the Bidder’s financial profile compared to the general market conditions in which the Bidder operates and the value/risk of the contract to Trinity Laban.

A company that is deemed low risk by the evaluation panel will pass this section. A company that is deemed high risk by the evaluation panel will fail this section.

|  |  |  |
| --- | --- | --- |
| 1 | Trinity Laban will conduct a credit check on your company using the company number provided in Part 1 of this Schedule. Please confirm that you are happy for Trinity Laban to access this information. | **[Yes/No]** |
| 2 | If requested would you be able to provide a banker's reference? | **[Yes/No]** |
| 3 | Are you are part of a wider group (e.g. a subsidiary of a holding/parent company)?  If yes, please provide the name below, and provide a copy of Ultimate / parent company accounts if available.  *Name:*  *Relationship to Bidder:* | **[Yes/No]** |
| 4 | If you answered yes to question 3 above, would the Ultimate / parent willing to provide a guarantee if necessary? | **[Yes/No/Not Applicable]** |
| 5 | If you answered no to question 4 above, would you be able to obtain a guarantee elsewhere (e.g. from a bank?) | **[Yes/No/Not Applicable]** |

* + 1. **Equality & Diversity**

Trinity Laban wishes to work with suppliers who have the same commitment to equality and diversity.

|  |  |  |
| --- | --- | --- |
| 1 | Do you have a written equality and diversity policy commensurate to the size of your organisation? | **[Yes, policy attached/No]** |
| 2 | If you have answered NO to question 1, please confirm you have received, considered, and agree to adhere to the principles outlined in the Trinity Laban’s Equality and Diversity policy.  (Policy is available from <http://www.trinitylaban.ac.uk/hr>) | **[Yes/No]** |
| 3 | Can you ensure that your business complies with your statutory obligations under the Equality Act 2010 (which applies in Great Britain) or equivalent legislation which applies in the countries outside Great Britain in which your business operates?  This includes not unlawfully discriminating on grounds of race, gender, disability, gender reassignment, sexual orientation, age, religion and belief, marriage and civil partnership and pregnancy and maternity in the provision of goods, facilities or services to the public and as an employer. | **[Yes/No]** |
| 4 | In the last three years has any finding of unlawful discrimination in ANY field been made against your business by an employment tribunal, court proceedings, or formal investigation undertaken by a regulatory authority? | **[Yes/No]** |
| 5 | If you have answered YES to question 4, please advise what the unlawful finding(s) was/were and what corrective actions have been taken by your business as a result. | |
| **[Please insert details of corrective actions here or state “N/A”]** | | |
| 6 | In the last three years has any contract with your business been terminated on grounds of your failure to comply with either or both of:   * legislation prohibiting discrimination or * contract conditions relating to equal opportunities in the provision of goods, facilities or services? | **[Yes/No]** |
| 7 | If you answered YES to question 7, provide details of each occasion and state the corrective action you have taken and the action you have taken to prevent reoccurrence | |
| **[Please insert details of corrective actions here or state “N/A”]** | | |

Appendix 2: Terms & Conditions

The final contract will be based on the following terms and conditions. Please indicate your acceptance of the terms and conditions below, by inserting an “X” beside the appropriate cell:

|  |  |
| --- | --- |
| I accept the terms and conditions with no amendments, |  |
| I accept the terms and conditions with proposed changes indicated using tracked changes. |  |

Please note you do not need to sign these terms and conditions at the moment. We will organise a final contract with the successful bidder.

|  |
| --- |
|  |

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| --- | --- | --- |
|  | **DATED 2016** |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  | **TERMS AND CONDITIONS FOR THE PROVISION OF WEB DESIGN & DEVELOPMENT SERVICES** |  |

1. Interpretation
   1. The definitions and rules of interpretation in this Condition apply in the Contract.

**“Commencement Date”** has the meaning set out in Condition 2.3;

**“Conditions”** means the terms and conditions set out in this document as amended from time to time in accordance with Condition 21.11;

**“Contract”** means the contract between the Conservatoire and the Supplier for the supply of Services in accordance with these Conditions;

**“Conservatoire's Project Manager”** means the Conservatoire's manager for the Project appointed in accordance with Condition 4.1.1.

**“Conservatoire's Responsibilities”** means the Conservatoire's obligations set out in Condition 4.

**“Deliverables”** means all products and materials developed by the Supplier in relation to the Project in any media, including without limitation computer programs, data, diagrams, reports and specifications (including drafts).

**“Employees”** means employees employed by the Conservatoire or an Outgoing Supplier who transfer to the Supplier as a result of TUPE;

**“Environmental Information Regulations”** means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

**“FOIA”** means the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation;

**“Framework Agreement”** means the framework agreement (if any) entered into by the Conservatoire and the Supplier as specified in the Order;

**“Intellectual Property Rights”** means patents, rights to inventions, copyright and related rights, trade marks, trade names, domain names, rights in get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including without limitation know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all existing and future rights capable of present assignment, applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**“Invitation to Tender”** means the Conservatoire’s invitation to the Supplier to tender for the provision of the Services;

**“Man Day”** means a day of not less than eight hours spent working on the Project.

**“Order”** means the order by the Conservatoire for the supply of Services, as set out in the Conservatoire’s purchase order form, or in the Conservatoire’s written acceptance of the Supplier’s quotation, as the case may be;

**“Outgoing Supplier”** means any person, company, firm or other business entity who provides the Services or services of the same or a similar nature to the Services prior to the Supplier commencing the provision of the Services under this Contract;

**“Personal Data”** has the meaning as set out in the Data Protection Act 1998;

**“Price”** has the meaning given in clause 6.1;

**“Project”** means the project, as described in the Project Plan.

**“Project Plan”** means the detailed plan describing the Project and setting out the timetable (including Project Milestones) and responsibilities for the provision of the Services by the Supplier in accordance with the Project Specification, attached to the Order or to be agreed with and delivered to the Conservatoire and, on such agreement, to be attached to the Contract and form part of it.

**“Project Milestone”** means a date by which a part of the Project shall be completed, as specified in the Project Plan.

**“Project Specification”** means the specification for the Project, attached to the Order or to be agreed with and delivered to the Conservatoire and, on such agreement, to be attached to the Contract and form part of it.

**“Request for Information”** means a request for information under FOIA or the Environmental Information Regulations;

**“Services”** means the consulting and related services to be supplied, and obligations to be performed, by the Supplier in connection with the Project.

**“Subsequent Transferring Employees”** means any of the Supplier’s employees who, immediately prior to the transfer of the Services to a Successor, is wholly or mainly engaged in the provision of the Services, or part thereof, which are to be undertaken by a Successor;

**“Successor”** means any person, company, firm or other business entity who provides the Services or services of the same or a similar nature to the Services in immediate or subsequent succession to the Supplier upon the expiry or earlier termination of this Contract; whether that person is a replacement supplier or the Conservatoire; and

**“Supplier's Project Manager”** means the Supplier's manager for the Project appointed in accordance with Condition 3.4

**“Supplier's Project Team”** means has the meaning given in Condition 3.5.

**“Tender Response”** means the materials handed to the Conservatoire supporting the Supplier's presentation to the Conservatoire and describing how the Supplier proposes to carry out the Project, in response to the Invitation to Tender.

**“TUPE”** means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

**“Conservatoire”** means Trinity Laban Conservatoire of Music & Dance (a company limited by guarantee, registered in England with Company Number 51090) of King Charles Court, Old Royal Naval College, Greenwich, London, SE10 9JF; and

**“Conservatoire Materials”** has the meaning set out in Condition 7.1.5(vi).

**“VAT”** means value added tax chargeable under English law for the time being and any similar tax.

* 1. Clause, Schedule and paragraph headings shall not affect the interpretation of the Contract.
  2. A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  3. A reference to a company shall include any company, corporation or other body corporate, wherever and however incorporated or established.
  4. Unless the context otherwise requires, words in the singular shall include the plural and in the plural include the singular.
  5. Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
  6. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.
  7. A reference to writing or written includes faxes and e-mail.
  8. References to Conditions and Schedules are to the Conditions and Schedules of the Contract and references to paragraphs are to paragraphs of the relevant Schedule.

1. Basis of contract
   1. These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.
   2. The Order constitutes an offer by the Conservatoire to purchase the Services in accordance with these Conditions.
   3. The Order shall be deemed to be accepted on the earlier of:
      1. the Supplier issuing a written acceptance of the Order; or
      2. the Supplier doing any act consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence (**“Commencement Date”**).

1. Supplier's responsibilities
   1. If the Project Specification and Project Plan are not attached to the Order when the Contract is formed:
      1. the Supplier shall diligently prepare the Project Specification and/or the Project Plan (as the case may be) and, within the time stipulated by the Conservatoire but in any event within 14 days, deliver the same to the Conservatoire for approval;
      2. if the Conservatoire approves the documents delivered under Condition 3.1.1, the Supplier shall proceed with the rest of the Project at the Conservatoire's direction, but such approval shall not affect the Conservatoire in enforcing any other term of the Contract;
      3. if the Conservatoire does not approve any documents under Condition 3.1.1, it shall notify the Supplier to that effect within 14 days after delivery (or the due date for delivery in the case of non-delivery), stating in reasonable detail the reason(s) for non-approval; and
      4. on receipt of notice under Condition 3.1.3, the Supplier shall (without affecting any other rights or remedies of the Conservatoire) promptly, and at its own cost, carry out all remedial work necessary to enable the Conservatoire to give such approval.
   2. The Supplier shall manage and complete the Project, and deliver the Deliverables, in accordance with the Project Plan. Without affecting the foregoing, the Supplier shall allocate sufficient resources to the Project to enable it to comply with this obligation.
   3. Time is of the essence as to the performance of the Services. If the Supplier fails (in any case where Condition 3.1 applies) to deliver the Project Specification and the Project Plan within the time stipulated for their delivery or to meet any performance dates specified in the Project Plan, the Conservatoire shall be entitled to:
      1. cancel the Contract in whole or in part without liability to the Supplier;
      2. refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
      3. purchase substitute services elsewhere;
      4. hold the Supplier accountable for any loss and additional costs incurred; and
      5. have refunded by the Supplier all sums previously paid by the Conservatoire to the Supplier under the Contract.
   4. The Supplier shall co-operate with the Conservatoire in all matters relating to the Project and appoint a Project Manager, who shall have authority to commit the Supplier on all matters relating to the Project.
   5. The Conservatoire may for any reason decline to accept any persons (including replacements) proposed by the Supplier to work on the Project (together referred to as the **“Supplier's Project Team”**), and in such event the Supplier shall propose a replacement without delay. The Supplier shall ensure the continued availability of each member of the Supplier's Project Team during the Project. The Supplier shall promptly notify the Conservatoire if any member of the Supplier's Project Team is unable to work due to illness.
   6. If the Supplier wishes to replace a member of the Supplier's Project Team, it shall seek the prior written approval of the Conservatoire, such approval not to be unreasonably withheld or delayed. If at any time the Conservatoire considers that any member of the Supplier's Project Team is not suitable for the purpose of the Contract, the Conservatoire may require the Supplier to replace that person with a suitable alternative without delay.
   7. The Supplier acknowledges and agrees that:
      1. The Conservatoire is entering into the Contract on the basis of the Tender Response and that the Tender Response is accurate and complete in all material respects, and is not misleading; and
      2. if it considers that the Conservatoire is not or may not be complying with any of the Conservatoire's Responsibilities, it shall only be entitled to rely on this as relieving performance:
         1. to the extent that it restricts or precludes performance of the Services by the Supplier; and
         2. if the Supplier, promptly after the actual or potential non-compliance has come to its attention, has notified details to the Conservatoire in writing.
2. The Conservatoire's Responsibilities
   1. The Conservatoire shall:
      1. co-operate with the Supplier in all matters relating to the Project and appoint a Project Manager, who shall have the authority to commit the Conservatoire on all matters relating to the Project;
      2. provide such access to the Conservatoire's premises and data, and other facilities, as may reasonably be required by the Supplier and agreed by the Conservatoire in advance for the purposes of the Project; and
      3. provide, in a timely manner, such information as the Supplier may request, and the Conservatoire considers reasonably necessary, in order to carry out the Project and ensure that all information the Conservatoire provides is accurate in all material respects.
3. Change control
   1. If either party wishes to change the scope of the Services, it shall submit details of the requested change to the other party in writing.
   2. If the Conservatoire requests a change to the scope of the Services:
      1. the Supplier shall, within a reasonable time (and in any event not more than five working days after receipt of the Conservatoire's request), but without further charge to the Conservatoire, provide a written estimate to the Conservatoire of:
         1. the likely time required to implement the change;
         2. any necessary variations to the Price as a result of the change;
         3. the likely effect of the change on the Project Plan; and
         4. any other impact of the change on the terms of the Contract;
      2. if the Conservatoire does not wish to proceed, there shall be no change to the Project Plan or the Contract; and
      3. if the Conservatoire wishes the Supplier to proceed with the change, the Supplier shall do so after agreement on the necessary variations to the Price, the Project Plan and any other relevant terms of the Contract to take account of the change.
   3. If the Supplier requests a change to the scope of the Services, the Conservatoire shall not unreasonably withhold or delay consent to it. If the Conservatoire wishes the Supplier to proceed with the change, the Supplier shall do so. Unless the Supplier's request was attributable to the Conservatoire's non-compliance with the Conservatoire's Responsibilities, neither the Price, the Project Plan nor any other terms of the Contract shall vary as a result of such change.
4. Price and payment
   1. The price payable for the Services (**“Price”**) shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services and provision of the Deliverables. Unless otherwise agreed in writing by the Conservatoire, the Price shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
   2. The Supplier shall invoice the Conservatoire on completion of the Services unless specified otherwise in the Tender Response or Project Specification. The correct Order number must be quoted on all invoices and the invoice must be addressed to the invoice address stated on the purchase order and marked for the attention of “Accounts Payable”.
   3. In consideration of the supply of the Services and provision of the Deliverables by the Supplier, the Conservatoire shall pay the invoiced amounts within 30 days of the date of receipt of a correctly rendered invoice to a bank account nominated in writing by the Supplier.
   4. All amounts payable by the Conservatoire under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**“VAT”**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Conservatoire, the Conservatoire shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
   5. If the Conservatoire fails to make any payment due to the Supplier under the Contract by the due date for payment, then the Supplier shall have the right to charge interest on the overdue amount at the rate of 3% per annum above the base rate of Barclays Bank PLC from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. the Conservatoire shall pay the interest together with the overdue amount. This Condition shall not apply to payments that the Conservatoire disputes in good faith.
   6. The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow the Conservatoire to inspect such records at all reasonable times on request.
   7. The Conservatoire may, without limiting any other rights or remedies it may have, set-off any amounts owed to it by the Supplier against any amount payable by it to the Supplier under the Contract or any other contract between the parties.
   8. Clause 6.9 shall apply if the Services are to be provided on a time-and-materials basis. Condition 6.10 shall apply if the Services are to be provided for a fixed price. The remainder of this Condition 6 shall apply in either case.
   9. Where the Services are provided on a time-and-materials basis:
      1. the Price shall be calculated in accordance with the Supplier's standard daily fee rates in force for its Supplier's Project Team involved in the supply of the Services, details of which are set out in the Tender Response;
      2. the Supplier's standard daily fee rates are calculated on the basis of an eight-hour day worked between 8.00 am and 5.00 pm on weekdays (excluding weekends and public holidays);
      3. the Supplier shall not be entitled to charge on a pro-rata basis for part-days worked by the Supplier's Project Team unless it has the Conservatoire's prior written consent to do so;
      4. the Supplier shall ensure that the members of the Supplier's Project Team complete time sheets recording time spent on the Project, and the Supplier shall use such time sheets to calculate Price covered by each monthly invoice referred to in Condition 6.9.5; and
      5. the Supplier shall invoice the Conservatoire monthly in arrear for the Price for time, expenses and materials (together with VAT), where appropriate) for the month concerned, calculated as provided in this Condition 6. Each invoice shall set out the time spent by each member of the Supplier's Project Team and provide a detailed breakdown of any expenses and materials, accompanied by the relevant receipts.
   10. Where the Services are provided for a fixed price, the total price shall be paid to the Supplier in instalments as set out in the Project Plan, with the payment of each instalment being conditional on the Supplier having achieved the appropriate Project Milestone as set out in the Project Plan. On achieving a Project Milestone, the Supplier shall invoice the Conservatoire for the Price that is then payable, together with VAT, where appropriate, calculated as provided in this Condition 6.
   11. The Price includes any and all expenses incurred by the Supplier in connection with the provision of the Services;
   12. The Price excludes VAT, which the Supplier shall add to its invoices at the appropriate rate.
5. Quality of Services
   1. The Supplier warrants to the Conservatoire that:
      1. the Supplier will perform the Services with best care, skill and diligence and in accordance with best practice and standards in the Supplier’s industry, profession or trade;
      2. the Services will conform with all descriptions and specifications provided to the Conservatoire by the Supplier, including the Project Specification and Project Plan; and
      3. the Services will be provided in accordance with and the Supplier will at all times comply with all applicable legislation from time to time in force.
      4. the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Conservatoire;
      5. the Supplier will:
         1. provide all equipment, tools and vehicles and such other items as are required to provide the Services;
         2. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled in accordance with the Contract;
         3. use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Conservatoire, will be free from defects in design, material and workmanship, and remain so for 12 months after delivery.
         4. ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract;
         5. observe all health and safety rules and regulations and any other security requirements that apply at any of the Conservatoire’s premises;
         6. hold all materials, equipment and tools, drawings, specifications and data supplied by the Conservatoire to the Supplier (**“Conservatoire Materials”**) in safe custody at its own risk, maintain the Conservatoire Materials in good condition until returned to the Conservatoire, and not dispose or use the Conservatoire Materials other than in accordance with the Conservatoire’s written instructions or authorisation; and
         7. not do or omit to do anything which may cause the Conservatoire to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Conservatoire may rely or act on the Services.
   2. The Conservatoire's rights under the Contract are in addition to the statutory terms implied in favour of the Conservatoire by the Supply of Goods and Services Act 1982 and any other statute.
   3. The provisions of this Condition 7 shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any substituted or remedial services provided by the Supplier.
6. Supply Chain
   1. If the Supplier is permitted to sub-contract pursuant to this Agreement, the following provisions shall apply:
      1. The Supplier shall remain responsible for all acts and omissions of its sub-contractors and the acts and omissions of those employed or engaged by the sub-contractors as if they were its own.
      2. The Supplier shall:
         1. pay any undisputed sums which are due from it to a sub-contractor within thirty (30) days from the receipt of a valid invoice;
         2. provide the Conservatoire with a summary of its compliance with this Clause 8.1.2, such data to be certified each quarter by a director of the Supplier as being accurate and not misleading.
      3. The Supplier shall ensure that any sub-contracts under which services are provided in relation to this agreement contain a provision:
         1. requiring the Supplier to pay any undisputed sums which are due from it to the sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice; and
         2. a right for the Conservatoire to publish the Supplier’s compliance with its obligation to pay undisputed invoices within the specified payment period.
      4. The Conservatoire may require the Supplier to terminate a sub-contract or cease the involvement of the sub-contractor in the provision of the Services where:
         1. the sub-contractor does or omits to do anything that does or would amount to a breach of this agreement;
         2. the acts or omissions of the sub-contractor have caused or materially contributed to the Conservatoire’s right to terminate this agreement; and/or
         3. the relevant sub-contractor does or omits to do anything that causes embarrassment to the Conservatoire and/or brings the Conservatoire’s reputation into disrepute or creates or may create a risk to any the Conservatoire employees, agents, representatives, students or visitors, regardless of whether or not such act or omission is related to the sub-contractor’s obligations in relation to the Services or otherwise.
7. Intellectual Property Rights
   1. In respect of any goods and materials that are transferred to the Conservatoire under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Conservatoire, it will have full and unrestricted rights to transfer all such items to the Conservatoire.
   2. The Supplier hereby assigns to the Conservatoire (by way of present assignment of all current and future rights), with full title guarantee and free from all third party rights, any and all Intellectual Property Rights and all other rights in the products of the Services, including for the avoidance of doubt the Deliverables).
   3. The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
   4. The Supplier shall, promptly at the Conservatoire's request, do or procure to be done all such further acts and things and the execution of all such other documents as the Conservatoire may from time to time require for the purpose of securing for the Conservatoire the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to the Conservatoire in accordance with Condition 9.1.
   5. All the Conservatoire Materials are the exclusive property of the Conservatoire.
8. Indemnity & insurance
   1. The Supplier shall indemnify and hold the Conservatoire harmless from all claims and all direct, indirect or consequential liabilities (including loss of profits, loss of business, depletion of goodwill and similar losses), costs, proceedings, damages and expenses (including legal and other professional fees and expenses) awarded against, or incurred or paid by, the Conservatoire as a result of or in connection with:
      1. any alleged or actual infringement, whether or not under English law, of any third party's Intellectual Property Rights or other rights arising out of the receipt, use or supply of the products of the Services (including the Deliverables); or
      2. any claim made against the Conservatoire in respect of any liability, loss, damage, injury, cost or expense sustained by the Conservatoire's employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the provision of the Services or the Deliverables as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.
   2. During the term of the Contract, the Supplier shall maintain in force with a reputable insurance adequate insurances to cover such liability as may arise under or in connection with the Contract, but in any event for the amount specified in the Contract Particulars, and shall, on the Conservatoire's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium.
9. Confidentiality
   1. A party (**“Receiving Party”**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**“Disclosing Party”**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party’s business, its products or its services which the Receiving Party may obtain.
   2. The Receiving Party shall only disclose such confidential information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging the Receiving Party’s obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep such information confidential.
   3. The provisions of this clause 11 shall not apply to any confidential information which:
      1. is in or enters the public domain other than by breach of the Contract or other act or omissions of the Receiving Party;
      2. is obtained by a third party who is lawfully authorised to disclose such information;
      3. is authorised for release by the prior written consent of the Disclosing Party; or
      4. the disclosure of which is required to ensure the compliance of the Conservatoire with FOIA.
   4. Each party may disclose the other party’s confidential information as may be required by law, court order or any governmental or regulatory authority.
   5. No party shall use any other party’s confidential information for any purpose other than to perform its obligations under this Contract.
   6. This Condition 11 shall survive termination of the Contract for any reason.
10. Data protection and freedom of information
    1. The Supplier shall comply with its obligations under the Data Protection Act 1998 which arise in connection with this Contract.
    2. Notwithstanding the general obligation in Condition 12.1, where the Supplier is processing Personal Data as a Data Processor for the Conservatoire, the Supplier shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data. Furthermore the Supplier shall not transfer any Personal Data out of the European Economic Area without the Conservatoire’s prior written consent.
    3. The Supplier acknowledges that the Conservatoire is subject to the requirements of FOIA and the Environmental Information Regulations and shall assist and co-operate with the Conservatoire (at the Supplier’s expense) to enable the Conservatoire to comply with these information disclosure requirements.
    4. The Supplier shall:
       1. transfer any Request for Information to the Conservatoire as soon as reasonably practicable after receipt and in any event within three working days of receiving a Request for Information; and
       2. provide the Conservatoire with a copy of all information in its possession or power in the form that the Conservatoire requires within five working days of the Conservatoire requesting that information; and
       3. provide all necessary assistance as reasonably requested by the Conservatoire to enable the Conservatoire to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of the Environment Information Regulations.
    5. The Conservatoire shall be responsible for determining at its absolute discretion whether any information:
       1. is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations;
       2. is to be disclosed in response to a Request for Information.
    6. In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Conservatoire.
    7. The Supplier acknowledges that the Conservatoire may, acting in accordance with the Secretary of State for Constitutional Affairs’ Code of Practice on the discharge of public authorities’ functions under Part 1 of FOIA (issued under section 45 of FOIA, November 2004), be obliged under FOIA or the Environmental Information Regulations to disclose information without consulting with the Supplier or following consultation with the Supplier and having taken its view into account.
11. Equal opportunity
    1. The Supplier shall comply with the Equality Act 2010, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued in relation to such legislation, including but not limited to the Equality and Human Rights Commission Employment Statutory Code of Practice as amended from time to time.
    2. The Supplier shall create a working environment in which all employees, agents and sub-contractors are able to make best use of their skills free from discrimination and/or harassment.
    3. The Supplier shall ensure that all employees, agents and sub-contractors treat visitors, students, clients, suppliers, former staff members and any other persons they come into contact with while supplying the Services equally and without discrimination.
    4. The Supplier shall comply with such equal opportunities and non-discrimination policies of the Conservatoire as provided to the Supplier from time to time.
12. TUPE
    1. It is the responsibility of the Supplier to consider whether or not TUPE applies to the provisions of the Services under this contract and to ensure that it complies with its obligations under TUPE.
    2. If TUPE applies at the commencement and/or termination of this Contract, the Supplier shall comply with all its obligations under TUPE, co-operate as far as reasonably practical with the Conservatoire, any Outgoing Supplier or a Successor in ensuring a smooth transfer, and shall indemnify the Conservatoire in full (for its benefit and that of any Successor) against all costs, expenses, damages and losses (whether direct or indirect) including any interest, penalties and legal and other professional fees and expenses awarded against or incurred by the Conservatoire or a Successor arising out of or connected with:
       1. any act or omission (including any alleged act or omission) of the Supplier in respect of any Employee or any Subsequent Transferring Employee; or
       2. any breach by the Supplier of its obligations under TUPE; or
       3. any act or omission of the Supplier in relation to any of the Supplier's other employees, who is not a Subsequent Transferring Employee, during any period whether before, on or after the termination or expiry of the Contract; or
       4. any claim or allegation by an Employee or any other employee of the Conservatoire or of any Outgoing Supplier or any Subsequent Transferring Employee that there has or will be a substantial change in such Employee’s working conditions to his detriment within regulation 4 (9) TUPE; or
       5. all and any claims in respect of all emoluments and outgoings in relation to the Subsequent Transferring Employees (including without limitation all wages, bonuses, PAYE, National Insurance contributions, pension contribution and otherwise) accrued and payable after the termination or expiry of the Contract.
13. Termination
    1. The Conservatoire may terminate the Contract in whole or in part at any time before performance of the Services is completed with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. the Conservatoire shall pay the Supplier fair and reasonable compensation for work in progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
    2. The Conservatoire shall be entitled to terminate the Contract with immediate effect by giving written notice to the Supplier if:
       1. the Supplier commits a material or persistent breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or
       2. an order is made or a petition is filed, a notice is given, a resolution is passed for the winding up of the Supplier or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the Supplier or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the Supplier assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding up or bankruptcy order or the Supplier takes or suffers any similar or analogous action in consequence of debt;
       3. the Supplier suspends, or ceases or threatens to suspend or cease to carry on all or a substantial part of the Supplier business; or
       4. the Supplier undergoes a change of control; or
       5. the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation; or
       6. the Conservatoire is entitled to or does terminate the Framework Agreement and/or any other contract entered into pursuant to the Framework Agreement.
    3. For the avoidance of doubt, any breach of Conditions 3.2 or 7.1 shall be deemed to constitute a material breach for the purposes of Condition 15.2.1.
14. Consequences of termination
    1. On termination of the Contract for any reason:
       1. the Supplier shall immediately deliver to the Conservatoire all specifications, programs (including source codes) and other documentation comprised in the Deliverables whether or not then complete, and return all the Conservatoire Materials. All Intellectual Property Rights in such materials shall automatically pass to the Conservatoire (to the extent that they have not already done so by virtue of the Contract). If the Supplier fails to delivery up such materials, then the Conservatoire may enter the Supplier’s premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
       2. the Supplier shall certify to the Conservatoire that it has not retained any copies of the Conservatoire Material or any other information or data provided by the Conservatoire to the Supplier, except for one copy which the Supplier may use for audit purposes only and subject to the confidentiality obligations in the Contract;
       3. the accrued rights, remedies, obligations and liabilities of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and
       4. Conditions which expressly or by implication survive termination of the Contract shall continue in full force and effect.
15. Liability
    1. Nothing in the Contract shall limit or exclude the Conservatoire’s liability for:
       1. death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors; or
       2. fraud by it or its employees; or
       3. breach of any obligation as to title implied by statute; or
       4. any other act or omission, liability for which may not be limited or excluded by law.
    2. Subject to clause 17.1, the Conservatoire shall not in any circumstances be liable to the Supplier for:
       1. any indirect, special or consequential loss or damage; or
       2. any loss of profits (whether direct or indirect), business opportunities, revenue or damage to goodwill.
    3. Subject to clauses 17.1 and 17.2, the Conservatoire’s total aggregate liability is limited to the payment of the Price.
16. Remedies
    1. If any Services are not supplied in accordance with, or the Supplier fails to comply with, any terms of the Contract, the Conservatoire shall be entitled (without prejudice to any other right or remedy) to exercise any one or more of the following rights or remedies:
       1. to rescind the Contract; or
       2. to refuse to accept the provision of any further Services by the Supplier and to require the immediate repayment by the Supplier of all sums previously paid by the Conservatoire to the Supplier under the Contract; or
       3. to require the Supplier, without charge to the Conservatoire, to carry out such additional work as is necessary to correct the Supplier's failure,

and in any case to claim such damages as it may have sustained in connection with the Supplier's breach or breaches of the Contract not otherwise covered by the foregoing provisions of this Condition 18.1.

* 1. If the Supplier fails to perform the Services by the applicable performance dates, or does not comply with the warranties and undertakings set out in Condition 7.1, the Conservatoire shall, without limiting any of its other rights or remedies, have the right to exercise any one or more of the following rights:
     1. to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
     2. to recover from the Supplier any costs incurred by the Conservatoire in obtaining substitute services from a third party;
     3. where the Conservatoire has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; and/or
     4. to claim damages for any other costs, loss or expenses incurred by the Conservatoire which are in any way attributable to the failure of the Supplier to carry out its obligations under the Contract.
  2. These Conditions shall extend to any substituted or remedial services provided by the Supplier.
  3. The rights and remedies of the Conservatoire under these Conditions are in addition to its rights and remedies implied by statute and common law.

1. Compliance with relevant requirements
   1. The Supplier shall:
      1. comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (“Relevant Requirements”);
      2. 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;
      3. comply with such ethics, anti-bribery and anti-corruption policies of the Conservatoire from time to time in force as are provided to the Supplier from time to time;
      4. have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and Condition 19.1.2, and will enforce them where appropriate; and
      5. promptly report to the Conservatoire any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract.
   2. The Supplier shall ensure that any person associated with the Supplier who is providing services in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the supplier in this Condition 19 (“Relevant Terms”). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Conservatoire for any breach by such persons of any of the Relevant Terms.
   3. Breach of this Condition 19 shall be deemed a material breach under Condition 15.2.
   4. For the purposes of this Condition 19, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Condition 19 a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.
2. Force majeure
   1. Neither party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract. If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 90 Business Days, the Conservatoire may terminate the Contract immediately by giving written notice to the Supplier.
3. General
   1. The Conservatoire may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.
   2. The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Conservatoire.
   3. Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service providing proof of postage, or by commercial courier at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party’s main fax number.
   4. Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or if sent by fax, at 9.00am on the next Business Day after transmission, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service or if delivered by commercial courier, on the date and at the time that the courier’s delivery receipt is signed.
   5. If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
   6. If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
   7. A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
   8. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.
   9. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
   10. A person who is not a party to the Contract shall not have any rights under or in connection with it.
   11. Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by the Conservatoire.
   12. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.