

This document will form part of the final contract agreement

Dated

2018

(1) **THE ACC LIVERPOOL GROUP LIMITED**

(2)

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SECTION III -  
MERCHANDISING SERVICES – CONTRACT SERVICE REQUIREMENTS

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## 1. DEFINITIONS

Definitions shall be in accordance with Document 3 General Terms and Conditions of Contract, Clause 2. Definitions and as detailed below (where applicable):-

**Employers Service Desk:** The Employer's hub for the recording, organising and co-ordinating all faults, issues and requests that require resolution for the successful operation of the facility.

**FOH Manager:** The Employer's nominated responsible person who will be the Front of House Manager during an event.

## 2. INTRODUCTION

The objectives of the appointment of the preferred supplier includes:

- to support ACC Liverpool's brand values
- to provide ACC Liverpool with Merchandising Services as detailed
- to provide ACC Liverpool with a professional, pro-active, dynamic, efficient and quality service
- to provide consultative input into ACC Liverpool's Arena Development Project
- to partner ACC Liverpool in the introduction of retail innovations to maximize the customer experience and commercial return
- to collaborate with ACC Liverpool in customer engagement and marketing
- to benchmark industry best practice and deliver 'best in class'.

### Context

The ACC Liverpool Group has now started the next cycle of five year business planning. Ten years on from the launch of the arena and convention centre the retail landscape has been transformed beyond recognition yet the provision of retail services has not evolved at the same pace.

Customer expectations have increased; multiple offers & price points, experience driven with higher service levels. The pace of technological development (digital, mobile & social media) has created competitive alternatives and fundamentally altered consumption habits. Now and in the future businesses will need to be agents of change ready to react to disruption with innovation. Breaking from "the way we've always done it" can help provide a new perspective on something we thought we already understood — our customers, our process and our priorities.

The ACC Liverpool Group recognizes the need to modernise and invest in the Echo Arena concourse experience in collaborative partnership with service providers. As part of our business planning the Arena Development Project is scoping out investment requirements. Considerations include but are not limited to spatial developments, Wi-Fi connectivity, digitalisation, mobile apps and virtual reality.

## 3. SPECIFIC AREAS OF OPERATION

The Site can be split into the following areas which have varying access arrangements. These areas are:-

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- Main Arena – including VIP Club Class and The Liverpool Collection Lounge
- Galleria
- Convention Centre including Multi-purpose Hall, Auditorium, Meeting Areas and Level 3
- External Piazza
- Back of House/Office Areas (management suite, operations office, briefing room, the Employer's staff rooms)
- Exhibition Centre Liverpool.

This list is not exhaustive, specific areas of operation maybe varied from time to time at the discretion of the Employer.

#### **4. SCOPE OF SERVICES**

4.1 This Contract is for the provision of Merchandising Services (Services), which in this context means:-

- Provision of merchandise for sale
- Provision of appropriate merchandising furniture and equipment for the merchandising points of sale both internally and externally
- Provision of staff for sale of the merchandise
- Provision of appropriate well maintained equipment to facilitate cash and electronic sales transactions for the sale of the merchandise both internally and externally.
- Provision of pre –event / online ordering facility where appropriate
- Provision of a bespoke VIP service for merchandise sales for VIP Club Class, The Lounge and Hospitality events which will include a pre- order and delivery on the night service.
- Provision of innovative solutions for merchandise across the campus maximising revenue whilst working within a restricted footprint.
- Provision of an incentivised hawking scheme to ensure that sales are target driven.

4.2 The Contractor shall provide the Services, as required on a call off basis, in addition to any other requirements as specified in the Event Schedule for each individual event.

4.3 The Services will be required predominantly in the Main Arena.

4.4 The Services may also be required in other areas of the Site, both internally and externally, as detailed in Point 3 Specific Areas of Operation.

4.5 The Employer shall provide the Contractor with access to all areas on Site required to complete the Services.

4.6 The contractor shall adhere to the Employers security protocol across the campus.

4.7 The Employer shall provide the Contractor with access to accommodation and welfare facilities as detailed in Point 9.2 Accommodation and Welfare Facilities.

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4.8 The Contractor shall maintain the accommodation and welfare facilities to the pre-agreed housekeeping levels. The employer maintains the right to access this space and conduct audits as required.

4.9 The Contractor shall manage, upkeep and ensure that all merchandising furniture is presented to the highest standard, capably of being dismantled and stored away post event as agreed by the Employer.

4.10 The Employer may make use of the merchandising furniture on events when merchandising services is not needed. If an agreement is not reached on mutual use the contractor will be responsible for removing all merchandising furniture as instructed by employer.

## **5. DETAILED SERVICE REQUIREMENTS**

### **5.1 Duties**

The requirements for delivery of the Services include:-

- liaison with the Artiste or Band Merchandising Agent
- provision of merchandise for sale during each event
- delivery and receipt of merchandise from the Agent
- provision, control and management of a merchandise inventory system
- provision, control and management of all cash handling requirements
- arrangement of the return of any unsold merchandise to the Agent
- provision of information as appropriate to ensure the safe operation of the Services on Site.

This list is not exhaustive and the Services may be varied from time to time at the discretion of the Employer. Each of the Services is described in more detail below.

#### **5.1.1 Liaison with the Artiste or Band Merchandising Agent (Agent)**

The Contractor shall liaise with the Agent to determine the range of merchandise to be offered to the Employer for sale during an event. The Contractor shall obtain from the Agent, for each event, a percentage fee plus VAT of the gross turnover generated from the Services. Should there be a requirement to vary this percentage fee, this will be mutually agreed between the Contractor and the Employer's Commercial Representative.

#### **5.1.2 Supply of Merchandise**

The Contractor shall arrange the supply of merchandise for sale during each event. The Contractor shall ensure when the merchandise is sold to the Employer's customers, it is provided in an appropriate waterproof bag. The waterproof bags shall be provided at no additional cost to the Employer.

The Contractor shall provide details of merchandise intended for sale in advance of each event for approval by the Employer.

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In the event that the Employer considers the merchandise or any part or parts of it to be unsafe, offensive, obscene, inappropriate or unsatisfactory for any reason, the Contractor shall cease to sell or supply (or offer to sell or supply) such merchandise. All such items shall be promptly and discretely removed from the Site by the Contractor at the Employer's request.

The Contractor shall warrant that all merchandise shall be of good quality, where applicable comply with British Standards, free from defects in materials and/or workmanship and shall be fit for the purpose or use for which it is sold and/or intended.

### **5.1.3 Delivery of Merchandise**

The Contractor shall arrange the delivery and receipt of the merchandise from the Agent to the Site as agreed with the Employer.

### **5.1.4 Merchandise Inventory System**

The Contractor shall provide, control and manage a merchandise inventory system recording any merchandise which is delivered to the Site and any unsold merchandise which is returned to the Agent at the end of each event. The Contractor shall make available to the Employer such access to this information as part of the Post Event Financial and/or Operational Report or as the Employer may reasonably request from time to time.

### **5.1.5 Cash Handling Requirements**

The Contractor shall be responsible for the provision, control and management of all cash handling requirements including coins, notes, credit and debit transactions. The Contractor shall be responsible for, and arrange, all cash in transit pick up services required at the end of each event. The Employer reserves the right to charge the Contractor for the provision of any Security and Stewarding Services or Staff required by the Contractor for the management of any cash handling requirements.

The Contractor shall be responsible for obtaining appropriate insurance cover for all cash handling activity and for ensuring that all cash handling procedures are fully auditable.

### **5.1.6 Return of unsold Merchandise**

The Contractor will arrange the return of any unsold merchandise to the Agent.

### **5.1.7 Safe Operation of the Site**

The Contractor will obtain and communicate to the Employer, in advance of the event, any information relating to delivery of the Services which is necessary to ensure the safe operation of the Site and the safety of the Employer's customers on Site.

## **5.2 Associated Services**

Where a third party is utilising the facilities at the Site and requires the sale of merchandise by the Contractor to be limited to brand specific items, the Contractor, at

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the request of the Employer, will ensure that the sale of all items made by the Contractor during the appropriate period will not compete with the said third party's products.

### **5.3 Contractor's Staff**

#### **5.3.1 Overview**

The Contractor shall, at all times, recognise the importance and impact of the Services and will employ efficient and competent professionals who shall maintain a smart and presentable appearance, a friendly and helpful attitude and be able to familiarise themselves quickly with the service requirements.

The Contractor is to provide suitably trained staff, the number to be agreed by the Employer, to provide a high quality service at each event. All levels of staff shall be fully informed and understand their roles and responsibilities. Due to the nature of the event industry, the frequency, size and profile of events will determine the number of staff the Employer will require the Contractor to provide at any particular time. The number and positions of fixed and mobile staff shall be proposed by the Contractor for approval by the Employer on an event by event basis.

#### **5.3.2 Key staff**

The Contractor is fully responsible for the provision of a management team and culture which is highly effective in delivering the defined standards. This should include but not be limited to effective communication, continuous improvement and change management.

This section outlines some of the key responsibilities of the Contractor in relation to all levels of staff and should be as applicable for a temporary member of staff to senior management levels. To guarantee continuity and standard of service the Contractor will provide a core team which will be available and employed at all events.

The Contractor shall designate key staff with responsibility under this Contract as detailed below:-

- Contractor's Strategic Representative
- Contractor's Operational Representative
- Supervisory staff and
- Sales staff.

Each of these roles is described in more detail below:-

##### **5.3.2.1 Contractor's Strategic Representative**

The Contractor's Strategic Representative is authorised to act on behalf of the Contractor and will be the point of contact for the Employer's Strategic Representative and the Employer's Commercial Representative as appropriate. The Contractor's Strategic Representative will represent the Contractor at a strategic level.

##### **5.3.2.2 Contractor's Operational Representative**

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The Contractor's Operational Representative shall have full authority to act for the Contractor and serve at all times to carry out the provisions of this Contract.

The key responsibilities of the Contractor's Operational Representative will be as follows:-

- To support the Contractor's Strategic Representative fully in strategic execution of the Contract
- Management of supervisors and staff to ensure delivery of the required Services
- Local account management.
- Quality standard implementation and management.
- Liaison with on Site Employer's Representatives.
- Delivery and control of all contract Key Performance Indicators (KPIs).
- Staff scheduling.
- Auditing and corrective actions.

The Contractor's Operational Representative shall agree the staffing requirements for each event with the Employer's Operational Representative prior to each event. This person will assist the operational management team to:

- Prepare the risk assessment for each event – generic risk assessment for standard operational procedure and event specific if applicable
- Event schedule for one event only at a time
- Specify the merchandising requirements according to the needs of each individual event
- Attend monthly pre-event meetings with the client as required and advise on operational delivery plan for all events ensuring innovation and maximization of resource
- Produce detailed post event reconciliation reports detailing activity from each retail unit and merchandising activity

#### 5.3.2.3 Supervisory staff

The Contractor shall provide sufficient supervision to ensure that the Services are completed by the Contractor's staff to the required standards of the Employer. Supervisors should be deemed to have the appropriate skills and training to manage a team of staff.

Supervisors shall as a minimum perform the following tasks:

- Worksite health and safety control.
- Staff attendance and management of day-to day absenteeism.
- Local staff welfare and support.
- Liaison with the Employer's staff on Site as appropriate
- Interface with visitors to the Site.
- Adhere to site Housekeeping rules.

#### 5.3.2.4 Sales staff

The Contractor shall provide sufficient sales staff to ensure the Services are delivered effectively on Site. The Contractor's staff is required to contribute towards providing a welcoming and customer friendly Site which enhances the customer experience.

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The Contractor shall use its best endeavours to maintain key staff for the duration of the Contract. In the event of an approved change of key staff there shall be a reasonable handover period during which the outgoing and incoming person shall both be engaged in the Services. Changes, removals and additions to key staff shall not be made without giving prior notification to the Employer.

The Employer shall be informed of the length of the handover period required for the change of the key staff in the notification giving authorisation for the change. The time spent by the incoming person during the handover period shall not be chargeable.

The Contractor's Operational Representative, or a deputy approved by the Employer, will be on Site during all events including the pre/post event period. The Contractor's Operational Representative must be contactable at all times and for all purposes in connection with the operation of this Contract. Without prejudice to the generality of the foregoing, the Contractor's Operational Representative shall be on Site as and when necessary to facilitate the planning, preparation and delivery of the Services in accordance with the Contract.

The Contractor's staff will work with the Employer's staff including key staff identified below:-

#### Employer's Strategic Representative

The Employer's Strategic Representative is authorised to act on behalf of the Employer and will be the point of contact for the Contractor's Strategic Representative and will represent the Employer at a strategic level managing the contract review process and dealing with issues such as variation of services, dispute resolution and change of control measures. The Employer's Strategic Representative will also agree the merchandise for sale and the equipment and staff required with the Contractor's Operational Representative on an event by event basis.

#### Employer's Commercial Representative

The Employer's Commercial Representative is authorised to act on behalf of the Employer and will be a point of contact for the Contractor's Strategic Representative and the Contractor's Operational Representative. The Employer's Commercial Representative will agree prices where Services fall outside of the Contract.

#### Employer's Operational Representative

The main responsibilities of the Employer's Operational Representative can be summarised as follows:

- providing the main contact point for the Contractor's Operational Representative
- approving sub-contractors proposed by the Contractor
- authorizing the delivery of Services
- auditing Services delivered for quality, quantity, timeliness and best value for money

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- ensuring accounting procedures are adhered to including reviewing and checking all relevant invoices and authorising payment in accordance with the delegated authorities from the Employer.

## **5.4 Uniform and Equipment**

### **5.4.1 Uniform**

The Contractor must supply all staff with a suitable uniform and name badge, the style, branding and standard of which must be agreed with the Employer. All of the Contractor's staff will be expected to wear approved uniforms whilst on Site.

The uniform must present an appearance that is appropriate for the event being staged at all times. The bearing and appearance of staff and their uniform standard should project the professionalism of the Contractor at all times.

### **5.4.2 Equipment**

#### **5.4.2.1 Merchandise Retail Units**

At the outset of the Contract, the Contractor shall provide interconnecting merchandise retail units complete with display boards and lighting for internal and external use positioned across the campus as agreed with the Employer.

The Employer will work with the Contractor to agree an appropriate design based upon the Contractor's expertise in this area.

- The cost for supply, delivery and installation of the merchandise retail units will be borne by the Contractor
- Each of the merchandise retail units (including external) will also require
  - A minimum of two credit card machines with chip and pin and contactless facilities for the processing of credit and debit card transactions
  - A secure cash facility and cash register facility
  - Sufficient sales staff plus a supervisor at all times to run and manage the agreed delivery plan.

#### **5.4.2.2 Additional Merchandise Equipment and Staff**

In addition to the merchandise retail units specified above, the Contractor shall provide such additional equipment and staff as appropriate to display and retail merchandise for each event. This may include the following:-

- additional merchandise retail units
- programme seller units
- roving programme sellers.

The minimum specification for any additional merchandise retail units will be the same specification as agreed with the Employer.

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The programme seller units should consist of a kiosk, with a secure cash storage facility, from which it is suitable for a minimum of one person to sell event programmes. The exact design will be agreed with the Employer.

The Contractor shall ensure all merchandise retail units and programme seller stands are compliant with the Disability and Discrimination Act as appropriate.

The Contractor will ensure that all prices relating to merchandise shall be approved in advance with the Employer.

The Contractor shall display all prices appropriately and clearly at the merchandise retail units and programme seller units with the approval of the Employer.

The Contractor shall ensure all additional signage specific to the merchandise for sale has been approved by the Employer.

#### 5.4.2.3 Retail Positions

The Employer and the Contractor will agree the retail positions to be used on Site, and the appropriate equipment and staff required, at least seven days prior to the start of the event.

The Employer and the Contractor will utilise predicted audience attendance figures, event configuration and other market research as available to determine the appropriate equipment and staff required for each event. The Contractor shall share market intelligence from historical data or earlier shows on the tour with the employer to help ascertain the merchandising operation for each event

### **5.5 Sub-Contracted Work**

The Contractor shall be responsible for establishing agreements to sub contract the Services where appropriate for an event. The Contractor should supply the Employer with a detailed list of all activities which are sub contracted and details of the sub contracting company.

Any sub contracted companies should be approved beforehand by the Employer.

The Contractor is fully responsible for ensuring that the sub contractor meets all of the Employer's regulations to work on site, including but not limited to Appendix Two – Contractors Rules and that appropriate back to back agreements exist between the Contractor and the sub contractors to meet all requirements of the Employer.

The Contractor shall on an annual basis provide an updated list of sub contractors, details of the Services provided and, on request, details of the Contractor's Service Level Agreement with the sub contractor(s) as evidence of the sub contractor(s) ability to meet the Employer's requirements.

### **5.6 Typical Service Delivery Day**

#### **5.6.1 Pre-event - Access to the Site**

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The Employer and the Contractor will agree access to the Site on an event by event basis in advance of the day of the event. Access will not be unreasonably withheld by the Employer.

The Contractor shall ensure all vehicles accessing the Site are clear of the external Main Arena and Piazza area at least one hour prior to the official doors opening time to the general public or at a time agreed with the Employer.

The Contractor's staff is required to sign in on arrival at the river side entrance of the Site, B1 Mezzanine level, where they will be issued with an access pass/accreditation by the Employer's Security Services Contractor. The contractor to provide the employer with a staffing list three days prior to the event.

The Contractor's Operational Representative on Site will be available through radio contact throughout the event. This will include pre, during and post event up to and including the Contractor's egress from the Site.

### **5.6.2 Event - Delivery of the Services**

The Contractor shall ensure that merchandise is ready for sale and that the agreed number of Contractor's staff is in position at the merchandise retail units, programme seller units and/or as roving programme sellers at least ten minutes prior to the official doors opening time to the general public and throughout the pre-event and interval period as agreed with the Employer.

The Contractor may propose last minute operational staffing changes, on an event by event basis, in line with anticipated demand and subject to agreement with the Employer.

The Contractor will maintain at least one merchandise retail unit open on the Main Arena concourse throughout the duration of the event and for up to half an hour after the end of the event. Any proposed closure of merchandise retail units shall be agreed between the Employer and the Contractor.

The Contractor shall not obstruct access ways, public areas or areas around the merchandise retail units and programme seller units or cause them to become dirty or untidy.

The Contractor shall ensure the merchandise retail units, programme seller units and/or other areas used by the Contractor's staff on Site are kept clean and tidy at all times.

### **5.6.3 Post Event – Egress from the Site**

In accordance with Section II – General Terms and Conditions of Contract, Clause 10.5, Manner of Carrying out the Services, the Contractor shall ensure that all waste of every kind is removed and the whole of the Site is left in a clean and workmanlike condition to the satisfaction of the Employer.

The Contractor will dismantle and store the merchandise retail units and programme seller units when appropriate either after the end of the event or the following day if agreed by the Employer.

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If vehicle access to the on Site storage facility is required after the event the Contractor must wait for clearance by the Employer to access the designated route agreed between the Employer and the Contractor.

## **6. EXCLUSIONS**

The Employer reserves the right to utilise alternative companies for the supply of event related products which are outside of the Services supplied by the Contractor.

## **7. CONTRACT REQUIREMENTS**

### **7.1 Emergency Procedures**

The Contractor shall operate an emergency service and will provide the Employer's Representative with a single manned telephone number to cover this eventuality and a route for escalating operational issues outside of the Contractor's normal working hours.

Emergencies and escalations occurring outside the Contractor's normal working hours will be actioned. To support this service the Contractor will provide a management escalation process for use outside of normal working hours and ensure it is kept fully up-to-date.

Emergencies and escalations occurring outside the Contractor's normal working hours will be actioned via the Employer's Operational Representative, the Employer's Service Desk or Duty Manager.

When designing these Services it is important to ensure that these meet the needs of the Employer who operates on a 24 hour 7 day a week basis with a large proportion of the main activity occurring outside of traditional normal working hours.

### **7.2 Contract Meetings**

The Contractor shall attend regular meetings with the Employer as follows:

<b>Meeting Type</b>	<b>Contributors</b>	<b>Frequency</b>
Strategic review meeting	Contractor's Strategic Representative Employer's Strategic Representative Employer's Commercial Representative Contractor's Operational Representative Employer's Operational Representative Additional staff as appropriate	Quarterly
Operational review Meeting	Employer's Commercial Representative	Monthly

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	Contractor's Operational Representative Employer's Operational Representative Additional staff as appropriate	
Event planning meeting	Contractor's Operational Representative Employer's Operational Representative Additional staff as appropriate	Monthly (or attendance on an ad hoc basis as requested by the Employer)

The meetings shall communicate and assess the performance of the Services and review any issues in respect of unsatisfactory performance.

The Employer and the Contractor shall mutually agree the agenda before the meetings, incorporating any reports and other such items as the Employer shall request. The parties shall ensure that they have at their disposal at each meeting all the information and staff necessary for a meaningful discussion of the items on the agenda.

At each strategic review meeting, the Contractor may be challenged to propose at least one industry innovation which might feasibly be introduced at the Site.

### **7.3 Contract Reporting**

The Contractor will provide the following management reports:-

- Post Event Financial
- Post Event Operational
- quarterly and
- annually

#### **7.3.1 Post Event Financial Report**

The Contractor will provide the Employer with a Post Event Financial Report, in electronic format, at the end of the event. The Post Event Financial Report will include financial information detailing the following:-

- Volume and type of merchandise sold during the event
- Volume and type of merchandise returned to the Agent
- Total value of sales during the event
- Value of concession charge to be paid to the Employer.
- Value of sales by retail unit and sales activity
- Breakdown of sales achieved in 30 minute timeslots
- Average SPH achieved on each event utilising the total tickets issued number which will be supplied by the Employer.

#### **7.3.2. Post Event Operational Report**

The Contractor will provide the Employer with a Post Event Operational Report, in electronic format, within seven working days of the event. The Post Event Operational Report will include the following operational information-

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- summary of activity during the event
- operational performance of the Services against the agreed specification
- per head sales information based on paid and total attendance and how this compares with other similar venue operations
- key issues and concerns
- health, safety and environmental issues or incidents
- any other agreed information.

### **7.3.3 Quarterly Report**

The Contractor will provide the Employer with a quarterly report including the following details:-

- progress of the Services including financial performance
- forecast sales by category including, but not limited to, comedy, family entertainment, music and sport
- details of any problems encountered in the provision of the Services and any failure to meet the KPIs during the relevant quarter
- operational performance for Services against the agreed specification
- key issues and concerns
- summary of event reports
- financial issues
- health, safety and environmental issues or incidents
- any other agreed information.

### **7.3.4 Annual Report**

The Contractor will provide the Employer with an annual report including the following details:-

- full financial report for the quarter and year to date
- operational performance for services against the agreed specification
- key issues and concerns
- health, safety and environmental issues or incidents
- added value and innovation
- status of variations to the contract
- any other agreed information.

The reports will be provided in a format agreed by the Employer.

From time to time, the Contractor shall review with the Employer the format and contents of reports to ensure that they remain relevant to the developing needs and objectives of the Employer.

### **7.3.5 Service Delivery Plan**

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The Contractor shall prepare a Service Delivery plan that will specify clearly how the Contractor intends to implement, carry out and manage this Contract. It will include the management structure of the company's organisation and provide an organogram of the key staff who will implement and manage the Contract. Proposed key staff should be named and a CV provided that demonstrates that they have the necessary skills and experience to implement and manage this contract.

The Service Delivery Plan submitted will form part of the Contract against which the Contractor will be held to account. This will involve measurement of the Contractor's performance against KPIs. The Service Delivery Plan will be subject to continual review during the Contract Period so that it reflects experience gained from providing the Services.

The Contractor shall exercise due care, skill and diligence to ensure that the Services are rendered in a professional and timely manner in accordance with the requirements of the Contract.

#### **7.4 Management Information**

The Contractor shall ensure that accurate and up to date information is held and maintained which is capable of producing accurate and up to date reports in the format agreed within the Employer on request by the Employer.

#### **7.5 Organisation Chart**

The Contractor shall supply and maintain a valid organisational chart.

#### **7.6 Health and Safety Management System**

##### **7.6.1 Risk Assessment and Method Statements**

The Contractor will carry out a standard operational Risk Assessment during mobilisation of the Contract to which the Employer shall contribute appropriately, which will address significant potential risks which shall include but shall not be limited to:-

- cash handling
- manual handling/lifting
- use of plant and machinery
- Working at Height
- Uncontrolled crowd surge/movement
- working in the vicinity of vehicles
- noise
- flashing lights and
- violence.

The Contractor will determine whether, in addition to the standard operational Risk Assessment, an event specific Risk Assessment is required, on an event by event basis.

The Contractor is deemed to have gathered sufficient additional information and to have carried out a detailed Risk Assessment of the Services included within this Contract and

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to have devised appropriate control measures and determined appropriate resource levels to ensure the services are delivered safely and compliantly.

The Contractor shall ensure that they have completed all necessary mandatory health and safety checks, risk assessments, methodology statements and training.

### **7.6.2 Accidents and Near Misses**

In the event of an accident or near miss to either a person or damage to property, the Contractor shall immediately inform the Employer verbally and submit a written report in accordance with the site procedures.

The Employer should be informed within 24 hours of the incident in question.

### **7.6.3 Quality Standards and Control Innovation**

The Contractor shall take a pro-active attitude for the delivery and quality of the Services, making recommendations where improvements to service and quality can be achieved.

### **7.6.4 Audit by the Employer**

The Employer will conduct two detailed health and safety audits per year in conjunction with the Contractor.

The Employer will also conduct quarterly audits of merchandising equipment and furniture to assess its condition and aesthetic quality.

The Employer reserves the right to conduct their own "spot check" audit of service delivery by the Contractor in order to satisfy themselves of the adequacy of the arrangements and the merchandising staff in general. These inspections may take place at any time during the Contract without any prior notice.

The Contractor shall implement all agreed recommendations arising from the audits within a time scale, mutually agreed between the Employer and the Contractor. The Contractor shall include in all sub-contracts right of access for the Employer as described herein.

## **8. KEY PERFORMANCE INDICATORS (KPIs)**

The Employer and the Contractor will propose and agree KPI's and a performance measurement system by the end of the first trading quarter of the Contract term.

The criteria to be covered within the KPI system are to include but not be limited to the following:

- Service delivery plan
- Health & Safety & Emergency Procedures
- Training & Development
- Reports
- Service Delivery

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- Uniform Standards & Staff Presentation
- Housekeeping Levels (or Rules)
- Customer Service Delivery

## **9. SUPPLEMENTARY SERVICE SPECIFIC CONDITIONS**

### **9.1 Insurance**

9.1.1 The Employer and the Contractor agree that the Employer shall have no liability under this Contract in respect of any claims relating to any defects in the event merchandising. The Contractor undertakes with the Employer to resolve any issues directly with the manufacturer and/or supplier of the merchandise.

9.1.2 The Contractor shall have in force and shall require any sub-contractor to have in force for the duration of the Contract professional indemnity insurance in respect of any design carried out in the sum of not less than one million pounds (£1,000,000) for any one claim and unlimited in total.

With respect to the professional indemnity insurance, the Contractor warrants and undertakes to the Employer that it has maintained at all times since it commenced the Services in respect of the Contract professional indemnity insurance and will maintain for a period ending six (6) years after the Contract End Date of the Completion Date of the last Purchase Order, whichever is the later.

### **9.2 Accommodation and Welfare Facilities**

In accordance with Section II – General Terms and Conditions of Contract, Clause 13 Fixtures, Fittings & Equipment (FF&E), the Contractor shall be issued with the following FF&E:-

6 number radio handsets.

The Contractor will be responsible for obtaining any additional radio handsets if required.

### **Accommodation and Welfare Facilities**

The use of the Merchandise Store containing a cash office, 4 number desks and storage facilities.

The use of meeting rooms as and when requested by the Contractor, subject to availability.

The Contractor will be responsible for providing any additional FF&E required including, but not limited to, IT and telecommunication equipment, catering equipment, etc.

## **10. PROVISION BY THE EMPLOYER**

### **10.1 Fixtures, Furniture & Equipment (FF&E)**

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The Employer will provide FF&E in accordance with Section II – General Terms and Conditions of Contract, Clause 13. Fixtures, Fittings & Equipment (FF&E).

## **10.2 Storage of Plant and Materials**

Storage of plant and materials will be in accordance with Section II – General Terms and Conditions of Contract, Clause 14 Storage of Plant and Materials. The Employer will provide reasonable access to the on Site storage facility provided on event days.

## **11. CONTRACT ADMINISTRATION**

### **11.1 Communication**

The Contractor and the Employer shall ensure an effective communication strategy is developed for delivery of the Contract.

### **11.2 Administrative Procedures**

All correspondence and communications under the Contract shall be addressed directly between the Employer and Contractor representatives detailed below:-

Employer's Strategic Representative: Ben Williams – Commercial Director  
Address: The ACC Liverpool Group Limited  
Kings Dock, Liverpool Waterfront,  
Liverpool L3 4FP

Telephone Number:  
eMail:

Employer's Commercial Representative: Kay Wilson – Head of Sales – Concerts,  
Entertainment & Sport  
Address: The ACC Liverpool Group Limited  
Kings Dock, Liverpool Waterfront,  
Liverpool L3 4FP

Telephone Number:  
eMail:

Employer's Operational Representative: Tom Ashton – Front of House Manager  
Address: The ACC Liverpool Group Limited  
Kings Dock, Liverpool Waterfront,  
Liverpool L3 4FP

Telephone Number:  
eMail:

Contractor's Strategic Representative:  
Address:  
Telephone Number:  
eMail:

Contractor's Operational Representative:  
Address:

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Telephone Number:  
eMail:

In the event that Services are instructed by the Employer in accordance with Section II – General Terms and Conditions of Contract, Clause 5.4 Instruction to Supply Services, the following named persons are authorised by the Contractor to accept such instructions:

The Contractor's Representative 1:  
Address:  
Telephone Number:  
eMail:

The Contractor's Representative 2:  
Address:  
Telephone Number:  
eMail:

Oral communication of instructions or information in connection with the Contract shall be confirmed in writing using minutes of meetings or formal correspondence as appropriate and until confirmed shall not be binding.

### **11.3 Purchase Order Procedure**

The Services will be provided in accordance with the Employer and as agreed in advance of the event taking place through the following procedure.

The Contractor shall discuss with the Agent up and coming events to ensure the Contractor is fully aware of all potential Services requirements as far in advance of the event as possible.

The Employer may request the Contractor's attendance at an event planning meeting as appropriate.

The Employer shall provide the Contractor with an Event Schedule for each event and the Contractor shall review the Event Schedule and subsequently provide a proposal for provision of the Services for the event.

The Contractor's proposal for provision of the Services shall include, but not be limited to, the following:-

- Types of merchandise recommended for sale
- Type, number of and location for the merchandise retail units, programme seller units and roving programme sellers required
- Number of staff
- Route(s) and timings required for access to the Site and on site storage, setting up and egress from the Site
- Whether the standard operational risk assessment is applicable or should an event specific risk assessment be undertaken
- Any additional information as appropriate to ensure the safe operation of the Services on Site.

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The Employer shall review the proposal and contact the Contractor to either agree to the proposal or suggest any changes.

The Contractor shall subsequently contact the Employer to finalise details of the proposal as far in advance of the event as possible.

## **12. PRICING SCHEDULE**

### **12.1 Schedule of Prices**

#### 12.1 Pricing Schedule:

*Please complete Document 6 – Lot 1 – ITT Pricing Submission Schedule.*

#### 12.2 Schedule of Sub Contractors

*Please complete Document 6 – Lot 1 – ITT Pricing Submission Schedule.*

##### 12.1.3 Third Party Services

In the event that the Employer and the Contractor agree services shall be provided by a third party, the Employer and the Contractor will agree an appropriate concession fee on an event by event basis. The Employer expects a minimum fee to be negotiated with any third party for the Services. Any negotiation of this fee by the Contractor shall be in agreement with the Employer.

## **12.2 Invoicing**

12.3.1 The Contractor will be responsible for the collection of all sums due for merchandise sold or supplied by it pursuant to the Contract. As a consideration for the rights hereby granted the Contractor will pay to the Employer the commission.

The invoicing procedure is as detailed below:-

- the Contractor will provide a list of the merchandise sold to the Employer the next working day after each event
- on the first working day of the following month, the Contractor will email a statement (in a form acceptable to the Employer) of the turnover, inclusive and exclusive of VAT, to the Employer confirming the merchandise sold for all events that have taken place during that month
- the Employer will verify the statement and contact the Contractor if any queries arise
- the Contractor and the Employer will subsequently agree the commission
- the Employer will raise an invoice for the sum payable, calculated at the rates specified in point 12.1 Schedule of Prices and forward it to the Contractor by email for payment

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- the Contractor will subsequently pay the invoice within 30 working days of the invoice date
- if payment of the invoice is not made within 30 working days, the Employer reserves the right to charge interest on the overdue amount at the rate of 4% per annum above the base rate of the Employer's bank from time to time in force.

12.3.2 The Employer will raise a separate invoice to cover merchandise provided to Arena Club Class for sale via the VIP Boxes.

12.3.3 The Employer will raise a separate invoice to cover payment of the additional percentage fee based upon annual sales achieved.

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