



The British Horological Institute – Saving Time (Phase One) Project

Appointment Brief - Fundraising Consultant

October 2015



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1.0 Introduction

The British Horological Institute (*BHI*) wishes to appoint a Fundraising Consultant for the purposes of raising match funding to support a Second Round Bid application to the Heritage Lottery Fund (*HLF*) for a capital project at Upton Hall.

The Consultant will be required to provide all services identified within the Schedule of Professional Services included at Appendix One.

The Institute have submitted a Round One application requesting Development Funding for the project from the HLF, a decision on this application will be confirmed during September 2015. The Institute is undertaking the procurement of the specialist support needed for Fundraising, during October 2015 to enable the commission to commence as soon as possible after the Development Funding is expected to be secured.

1.1 Historical Background and General Information

Upton Hall in the village of Upton provides the headquarters and museum of the British Horological Institute (BHI). The Institute was founded to develop, promote and protect the art, craft and science of horology and to provide for the advancement of public education in the history, art, craft and science of horology and timekeeping. From its base at Upton Hall the Institute:

- Produces a Horological Journal (the oldest technical journal in the world)
- Has an accredited collection of horological instruments
- Runs residential training courses for horology students
- Houses a library and archive.

The Hall, which is Grade II* listed and lies within the conservation area of Upton, was built in 1832 on the site of a pre 17th century building set amongst 10 acres of land. It has since been extended and remodelled several times and now hosts office and student accommodation; teaching and workshop facilities; a kitchen and dining room; a museum; a library; and an archive. Also on the site is a Grade II listed gateway and a former stable block which is in a state of disrepair, all set within formal gardens.

1.2 Project Aims

The overall vision for the British Horological Institute is:

1. To create a centre for the development, promotion and protection of the art, craft and science of horology: including the promotion and protection of the needs and interest of the professional, the amateur and the public at large; and also the furtherance of education, training and research in horology.

2. In August 2014, the BHI submitted an application requesting funding support to deliver the full Masterplan; this application was unsuccessful with the HLF recommending that BHI look at delivering the Masterplan as a phased approach. Following this feedback, a 'Phase 1' scheme has been developed which addresses the heritage 'at risk' at the site and also minimises the risks to the organisation. Appendix 3 of this document includes the Site Plans for the Masterplan and Phase 1.

The Phase 1 project focuses on:

- Saving the stable block/ glasshouse
- Strengthening horology training provision, both in terms of quantity of training places and the suitability of the workshops
- Training a new generation of horologists
- Addressing the heritage at risk
- Renovating and repairing parts of Upton Hall to allow it to be brought into commercial use (*this will generate revenue streams that can be reinvested*).
- Raising awareness of both training opportunities and the collections
- Opening the existing museum on a more regular basis
- Enthusing visitors to the site through the provision of a varied activity programme
- Restoring the positive impact of Upton Hall on the local community, creating employment/ recreational opportunities, creating a sense of local pride and bringing the building back to life
- Providing more opportunities to view the collections
- Stimulate excitement and interest in the full museum proposed for Phase 2.

1.3 Current Project Status

Whilst the BHI is proud of its unique and historic setting, being situated at Upton Hall has presented its problems. The Institute is no longer able to afford the extensive maintenance and repair works that the buildings and grounds bring, and the nature of the old buildings means that the accommodation they have is no longer suitable for their needs. Also, due to their financial constraints, the Institute has been operating a far simpler and smaller scale offer than they believe the market and industry demands.

The BHI wishes to develop the use of their buildings and land, including the Grade II* listed Upton Hall and have developed a Masterplan to create an internationally renowned centre for horology, including a training institute, as well as a landmark setting for corporate and community events which will be at the heart of their future sustainability.

2.0 Project Organisation

2.1 Management Organisation

The BHI consists of two entities, BHI Limited (*a 'Not for Profit' company limited by guarantee*) and the BHI Museum Trust. BHI Ltd operates the training arm of the Institute, whereas the Trust owns and coordinates the collection. It has been agreed within the BHI (*and with the HLF*) that the Limited Company will be the project applicant, but with full support from the Trust who will continue to contribute the Collections for the future BHI museum.

Both BHI Limited and the BHI Museum Trust will continue to be involved throughout the development and delivery stages of the project and both will be represented on the newly formed Project Board, as well as providing ongoing support post-opening in a capacity to be agreed.

The strategic management of the project during the development and delivery phases will be the responsibility of the Project Board. The Board will be responsible for making key decisions, approving end stage documentation and approving key changes to the project.

The Board consists of the following representatives:

- Ashley Strachan (*Chair of the Museum Trust*)
- Hugh Barnes (*Board member of the Museum Trust*)
- Alan Middleton (*Collections specialist*)
- Justin Koullapis (*Board member of the Institute*)
- Nick Brown (*Board member of the Institute*)
- Ray Walford (*Chair of the Institute*)
- Dudley Giles (*Chief Executive of the Institute*)

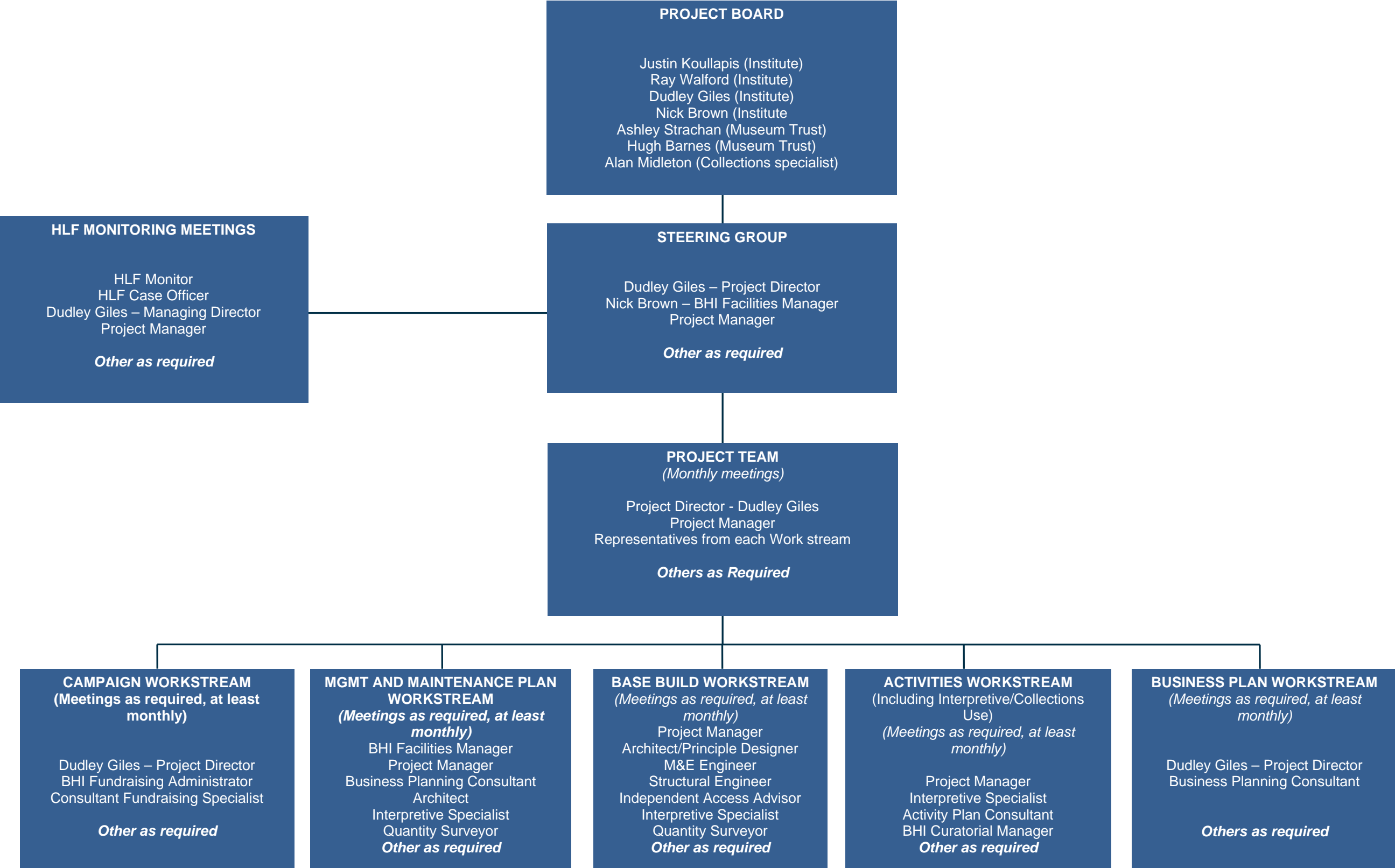
At a management level the project will be overseen by the Project Steering Group. The Steering Group will be responsible for monitoring the progress of the project, and providing guidance and instructions to the Project Team throughout each project stage, prior to the issue of end stage documentation to the Project Board.

The day to day client management of the project will be undertaken by Dudley Giles of BHI who will act as the Project Director. Dudley will be supported by specialist Heritage, Construction and Interpretation Project Managers that will be appointed upon the commencement of the Development Stage.

Throughout the development and delivery phases project teams covering the areas of Buildings, Conservation, Activity Planning, Interpretation, Business Planning and Funding will meet on a monthly basis and report formally to the Project Steering Group through the Project Director and the Project Manager.

It is intended that the appointed Fundraising Consultant will be included within the Campaign Work Stream lead by the Project Director

A project management structure chart is provided and is included overleaf.



3.0 The Commission

3.1 Scope

The overall budget for the Project Delivery Phase is **£4,517,800.00** excluding VAT and Development Costs as detailed within section 3.5 Project Budget below. This figure includes for both capital and revenue costs.

The proposed funding profile for the above **£4,517,800.00** is summarised in the table below:

Project Funding	Total (£)
Delivery Phase	
Heritage Lottery Fund	£2,692,300
BHI funds	£393,100
Private - Trusts, Charities and Foundations	£800,000*
Private - Corporate Sponsors	£390,700*
Private - Individuals	£211,000*
Volunteer Time	£30,700
TOTAL (excluding VAT)	£4,517,800

The appointed Consultant will lead on the fundraising works to support the Institute in securing funding in the order of £1,401,700.00* as broken down in the following areas:

- **Trusts, Charities and Foundations.**
Target of £800,000 to be raised through Trusts, Charities and Foundations.
- **Major Individual Donors.**
Launch a major donor gift strategy to attract £211,000 from individuals.
- **Corporate Sponsors.**
Target of £390,700 to be raised through Corporate Donations.

The target for the Fundraising Consultant is to secure a minimum of 80% of the match capital funding by the submission of the Heritage Lottery Fund Second Round Bid application (*mid June 2016*) with the remaining 20% of the match capital funding by the execution of construction works contracts (*mid May 2017*).

There may be some flexibility in respect of the revenue element of £479,300 included in the overall total of £4,517,800 which has a revenue profile as follows:

2017/18	£121,050
2018/19	£155,400
2019/20	£125,800
2020/21	<u>£77,050</u>
<u>TOTAL REVENUE</u>	<u>£479,300</u>

This would have to be negotiated with the Client and the Heritage Lottery Fund. For information the HLF will contribute approximately 60% towards the revenue target detailed above.

A Fundraising Strategy paper was included as part of the supporting information submitted with the Heritage Lottery First Round Bid application.

A copy of the Fundraising Strategy paper is included at Appendix 5 of this appointment brief.

Also during the preparation of the First Round Bid application a number of potential individual donors have been identified and this information will be made available to the successful Consultant.

3.2 Experience & Qualities Required

The Consultant should have a proven track record of securing funding (*capital and revenue*) from Private Individuals/ Trusts and Foundation/ Corporate on similar Heritage/ Cultural projects.

3.3 Schedule of Service

The Consultant will be required to provide all services identified within the Schedule of Professional Services included within Appendix 1 of this document.

The overall budget for the role of Fundraising Consultants is **£60,000.00** plus VAT.

It was envisaged that 50% of the consultants fee would be expended in support of the HLF Second Round Submission (by June 2016) being £30,000, with the remainder being expended during the delivery phase. However we appreciate that this balance may now need to be adjusted to reflect the HLF requirement of securing 80% of the fundraising by June 2016.

Approval/ instruction to proceed to the Project Delivery Stage will be dependant upon a successful outcome of the HLF Second Round Bid application and instruction by BHI.

3.4 Summary Programme

It should be noted that the duration of the Fundraising Consultant's appointment will be over both the HLF Second Round Development Stage and the Delivery Stage

The instruction to continue the Fundraising works during the Delivery Stage will be subject to the successfully outcome of the HLF Second Round Bid application and instruction by BHI.

The indicative programme for the preparation of the Round Two Heritage Lottery Fund application/ Project Delivery is anticipated to be as follows but please note that all dates are provisional and may change:

Milestone	Date
HLF Round 1 Application Submitted	June 2015
HLF Round 1 Approval	September 2015
Appointment of Fundraising Consultant	November 2015
Completion RIBA Work Stage 2	March 2016
Completion RIBA Work Stage 3	June 2016
Submit Planning Application	June 2016
HLF Round 2 Application Submitted	June 2016
Receive Planning Approval	September 2016
HLF Round 2 Approval	September 2016
End of HLF Development Stage	
Detailed Design/ Tender Documentation Complete	March 2017
Main Contractor Appointed	May 2017
Main Contractor Commences Works on Site	June 2017
Stable Block Completion	April 2018
Construction Works Complete	September 2018
Soft Opening	September 2018
Formal Opening	April 2019

3.5 Project Budget

The estimated total project cost (*capital and revenue*) for the Delivery Phase of the project is £4,517,800 excluding VAT.

The following table shows a summary of the estimated project costs:

Element of Work	Total £
1.0 Delivery Phase	
1.1 Capital Works	
1.1.1 Repair & Conservation Works	£2,035,800
1.1.2 New Building Works	£569,600
1.1.3 Other Capital Works (Exhibition Fit Out)	£156,500
1.1.4 Other (External Works)	£175,000
1.1.5 Inflation	£452,300
SUB TOTAL	£3,389,200
1.2 Professional Fees	£293,100
1.3 Other Costs	£5,000
1.4 Activity / Staff Costs	£479,300
1.5 Volunteer Time	£30,700
1.6 Contingency	£320,500
SUB TOTAL	£1,128,600
TOTAL	£4,517,800

4.0 Particulars of Appointment

4.1 Services

The Consultant will be required to provide all services identified within the Schedule of Professional Services included at Appendix One.

4.2 The Employer and Employer's Representatives

"The Employer" under the terms of appointment will be The British Horological Institute

The Employer's representative for the Project will be the Project Director: Dudley Giles.

4.3 Payment Terms

The Form of Tender included at Appendix Two should be completed and returned with the tender response/ offer.

The fee to provide the services indicated at Appendix Two is to include all reasonable expenses and disbursements.

Unless stated otherwise, payment terms will be 30 days from receipt of invoice. Invoices are to be submitted to the Project Manager, who will review and approve them for processing.

4.4 Professional Indemnity Insurance

Consultants must carry a minimum cover of £250,000. Confirmation of this cover is required prior to appointment.

4.5 Timetable and Appointment Duration

The appointment will commence on or around 2nd November 2015. The key milestone dates are identified at Section 3.4 above. Consultants should ensure adequate resource provision to deliver the requirements of this appointment, within the timescales stipulated.

4.6 Form of Contract

The intention is that the appointed Consultant will execute a Consultancy Deed in favour of the British Horological Institute. A copy of the proposed Consultancy Deed is included at Appendix 4 of this document.

5.0 Submission of Tender Proposals

- (i) Tenders must be submitted by no later than 1.00pm on Wednesday 21st October 2015, in a plain envelope labelled only with the address below and clearly marked:

“British Horological Institute. Tender Proposal - Fundraising Consultant”.

No other marks or wording which might indicate the identity of the sender shall appear on the envelope containing the tender.

- (ii) The tender is to be addressed to:

Kevin Osbon
Focus Consultants 2010 LLP
Focus House
Millennium Way West
Phoenix Park
Nottingham
NG8 6AS

Please provide one hard copy and an electronic copy on CD or data stick.

- (iii) During the tender period, should the tenderer wish to present questions or seek clarification on any information contained within the tender enquiry pack, requests will only be considered by email, at the following:

Email: kevin.osbon@focus-consultants.com

- (iv) Should tenderers wish to visit site then this can be arranged by contacting Dudley Giles, by email, at the following:

Email: dudley@bhi.co.uk

Please note that the Employer will only provide a briefing on the project proposals at the site visit. Any specific questions must be submitted in accordance with item (iii) above.

- (v) Contract Award Criteria

Price (40%):

Fees mapped against Resources – assessing the overall project fees, the proposed draw down schedule, and an assessment of the Resource Plan: weighting (40)

Quality (60%):

- Experience of individual or team/ lead person – this will cover an assessment of the experiences of the nominated individual/ team and their understanding of issues appertaining to securing funding in a heritage environment and on previous projects: weighting (40)
- Methodology for undertaking the role to ensure that the project funding is secured within the timescales required giving consideration to the particular nature of the project: weighting (20)

The figure in brackets is the weighting allocated to each criteria.

- (vi) The Client does not bind itself to accept the lowest or any tender.
- (vii) The tender is to be kept open for acceptance for a period of not less than 16 weeks.

5.1 The Tendering and Award Process

- Closing Date for tenders 21st October 2015
- Indicative Appointment date 2nd November 2015

Note: The commission will be founded in the information requirements and procedures associated with the funders of the project. These will be confirmed around the time of the appointment.

5.2 Summary of Information to be included within the Tender Submission

- Fee for HLF Second Round Development Phase/ Delivery Phase (identified separately).
- Approximate cash flow for fee invoicing.
- Resources schedule for HLF Second Round Development Phase/ Delivery Phase
- Individual/ team organisation structure outlining all personnel to be employed on the appointment, their roles and responsibilities including CV of key team members illustrating experience relevant to this Project.
- Copy of insurance certification in conformance with paragraph 4.4 above.
- Tenderers are required to provide a detailed response outlining their methodology and approach to this project. This should set out your approach to ensuring that the work is delivered on time and to the quality required. It is important that this response is tailored to the unique aspects of this project. This should be in sufficient detail to enable the Client to satisfactorily assess the Tenderer's understanding of the briefing documents and the demands and nature of the project.
- Evidence of comparator projects undertaken which have been developed and delivered within an environment similar to the Saving Time project.
- Names and contact details of two Clients for similar projects who could be contacted as references.

Appendix 1

Schedule of Service

Fundraising Consultant

1.0 General Duties

Securing match funding is an essential requirement for the BHI to enable them to secure HLF Stage 2 funding. The fundraising consultant will be required to provide advice, mentoring and guidance to the BHI in terms of fundraising for the scheme with a particular focus on targeting corporate donors and high net worth individuals.

They will also be required to work closely with the BHI, including the Chief Executive, Funding Administrator, The Board and the volunteers to prepare and submit funding applications to major trusts, foundations and any other suitable sources of funding.

2.0 Schedule of Services Required *(covering the HLF Round Two Development Stage and the Delivery Stage)*

Grants/ Trust, Charities and Foundations

- 2.1 Work with BHI staff to review vision, aims and objectives of the project and how this will be translated into approaches to potential funders.
- 2.2 Identify the priorities of each potential funding organisation and consider the 'message' and case for support and the elements of the project each potential funder would be most interested in funding and would consider eligible.
- 2.3 Work with the Chief Executive to identify the best person within the BHI organisation to make approaches to key contacts/door openers within grant aid funding organisations.
- 2.4 Advise and mentor client to make initial approaches to identified grant aid funding organisations.
- 2.5 Work with BHI staff to prepare application documentation including supporting documents for funding applications.
- 2.6 Agree timetable for submission of funding applications with client.
- 2.7 Work with Client to respond to appraisal queries.
- 2.8 Support the Chief Executive to meet with grant aid funding organisations as appropriate.

Corporate and Individual Donors/ Sponsors

- 2.9 Meet with key Client representatives, managers and staff to consider overall 'positioning', 'message' and cases of support.

- 2.10 Review existing contact mapping and networks including corporate prospects to identify key targets.
- 2.11 Work with the Chief Executive to identify the best person within the organisation to make approaches to key contacts/door openers within grant aid funding organisations.
- 2.12 Advise and mentor client to make initial approaches to identified grand aid funding organisations to assess likely potential support for the project.
- 2.13 Propose appropriate fundraising events e.g. auctions, dinners, raffles, sponsored events
- 2.14 Advise on marketing collaterals and online/website content.

Appendix 2

Form of Tender

Form of Tender

Project: British Horological Institute

Professional Service: Fundraising Consultancy Support

Name of Tenderer: _____

To: British Horological Institute

I/We, the undersigned, do hereby offer to execute and complete the above mentioned professional services in strict accordance with the Schedule of Services for the following lump sum fee:

£ _____ plus VAT

Confirm figure in words: _____

Note the appointed consultant shall produce a monthly payments schedule to be agreed with the Project Manager which reflects these figures (on a pro-rata adjustment).

2. HLF Round Two Development/ Project Delivery Stage

The Consultant shall provide a breakdown of the above lump sum fee between the HLF Second Round Development Stage and the Project Delivery Stage by completing the table below:-

Project Phase	£
Phase 1 - HLF Second Round Development Stage	
Phase 2 - Project Delivery Stage	
Total Lump Sum Fee	

3. Day Rates

Please specify by grade/seniority

Grade / Seniority	£

The above day rates will be utilised to negotiate any additional works that may be required if deemed to be beyond the reasonable scope of the works specified.

All day rates are to be based on a 7.5 hour day and are to include allowance for disbursements.

3. Expenses and Disbursements

The fee offer is to include all expenses and disbursements (including printing charges). The percentage allowed for expenses within the fee offer above is _____ %

4. Offer Period

This tender/ offer is to remain open for a period of not less than 4 weeks from the date fixed to the return of tenders.

Dated this _____ day of _____

Name of the firm or company _____

Address _____

Contact Tel Nr _____

Contact Fax Nr _____

Contact E-mail address _____

Signature _____

Name _____

Capacity in which signed _____

No undertaking is given to accept the lowest or any tender.

Appendix 3

Site Plans (*Master and Phase One Plans*)

4.0 DESIGN DEVELOPMENT

Site Masterplan

At the beginning of the process to determine the best use of the site, a preferred masterplan was developed, focussing on commercial investment to support the museum.

The masterplan can be summarised as follows:

A: Museum

Extension and enhancement of existing Museum within Upton Hall, to open the collections up to the public. Education rooms will be included within the Museum in order to allow for school events and activities

B: Conferencing / Wedding Facilities

The remaining rooms within the ground floor of the Hall will be renovated and extended to attract high end weddings and corporate events. A small number of guest suites will also be provided within the second floor accommodation.

Hall Upper Levels: BHI Administration and Membership Services

The Offices, Library, journal storage, archive space and meeting room will be relocated to the upper floors of Upton Hall.

C, D & E: Training Workshops

The existing stable block will be restored to house a new School of Horology. The capacity will be increased to accommodate a greater number of students and this will require additional floorspace to what is currently available within the existing footprint. There is however, historic evidence identifying previous structures within the courtyard setting and it is therefore the intention that a new wing be created in these locations in order to meet the increased capacity.

F: Cafe and Shop

The glasshouse adjoining the stable block will be rebuilt and provide an impressive setting for the new café. This will not only be open to the public, but will also cater for the students taking part in the training workshops. A shop is also proposed alongside the café, as a local need for such a facility has been identified.

Stable Block Upper Level: Groundsman / Housekeeper's Flat

This will be located within the upper floor of the stable block complex.

G: Residential Accommodation

20 no. en-suite bedrooms will be provided within a new structure within the site, to be used by the students attending the training workshops. The rooms will all be double bedrooms, in order to remain flexible and allow for use as guest rooms associated with conferencing or wedding parties.

The Grounds

The setting of Upton Hall is an important feature within the Upton Conservation Area and as such, will be appropriately maintained and enhanced. This will include the re-instatement of lost features and realignment of the main vehicular entrance, with particular consideration given to important views into and out of the site.

A children's play area will also be created, as well as infrastructure necessary for events and festivals and parking.

Phase 1

Following advice from the HLF, the bid for Stage 1 funding has been reduced and will seek to develop the first phase of the project. This has however, required further consideration of the 'fixed' priority elements to be incorporated, e.g. the proposed location of the BHI Offices.

Phase 1 can be summarised as follows:

A: Museum

The majority of the existing horological collection is to remain within Upton Hall. It is not proposed to renovate or refurbish these areas within the scope of Phase 1.

B: Conferencing / Wedding Facilities

As within the Masterplan, the principal Ground Floor rooms of the west wing will be refurbished and extended, to allow for commercial use. Essential repair works to this part of the hall will also be undertaken, for example windows, rainwater goods, roof, parapets, render and repointing. Ref. Section 5.1 for details.

Hall Upper Levels: BHI Administration and Membership Services

The upper levels of the Hall are currently used as BHI Offices, Library, journal storage and residential accommodation for use by the students attending the School of Horology. Phase 1 does not include refurbishment works to these areas, although the BHI offices will be relocated.

C, D & E: Training Workshops / Collections / BHI Offices

The existing stable block will be restored and extended to house a new School of Horology, select Collections Display/Public Areas, storage for the reserve collection and the BHI offices. Ref. Section 5.2 for details.

F: Reception / Shop / Collections

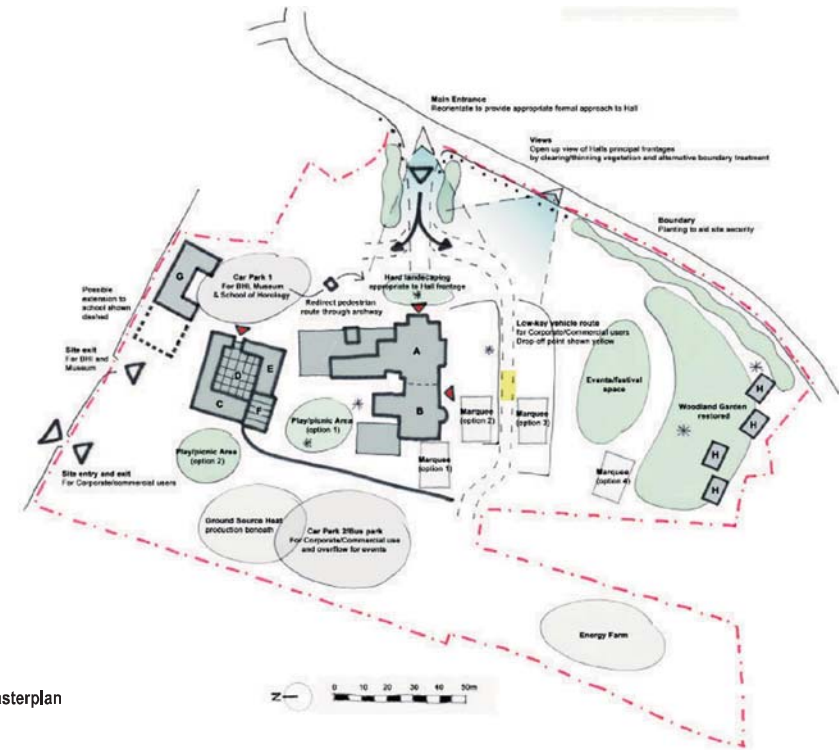
The glasshouse adjoining the stable block will be rebuilt and provide an impressive reception area. This will also feature a small shop and an area for the public to view select pieces from the collection.

The Grounds

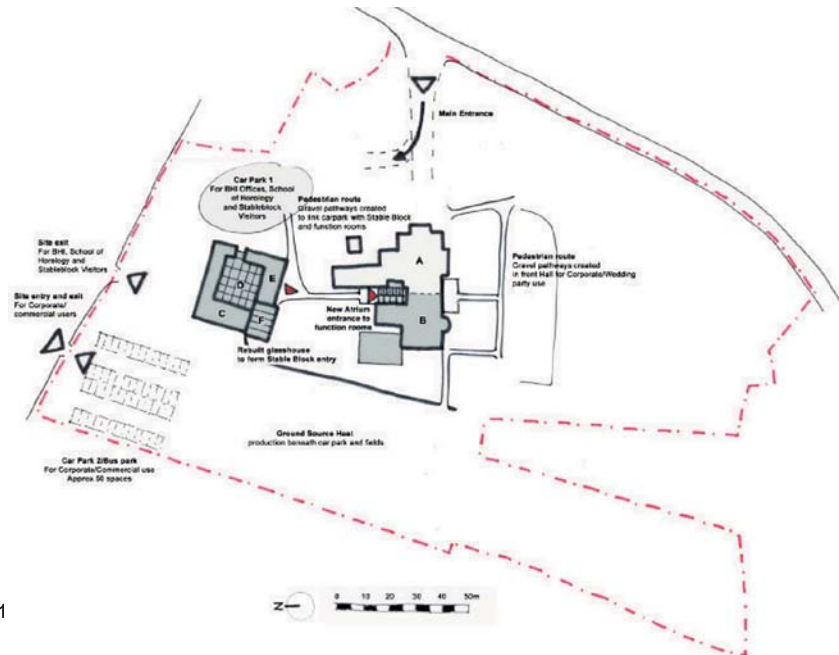
Phase 1 will include for extended parking provision to accommodate 50 cars, as well as pathways linking the car park to the Stable Block and Conferencing / Wedding Facilities. Provision will also be made to enable the siting of marquees within the grounds.

Services

Due to the location, poor condition and limited capacity of the existing boilers and oil tank serving the Hall, a new energy source is proposed. It is anticipated that this will take the form of Ground Source Heating, sourced below the proposed car park in the field adjacent to the Hall.



Site Masterplan



Phase 1

Appendix 4

Proposed Consultancy Deed

Consultancy Deed

Made the _____ day of _____ 2015

BETWEEN British Horological Institute

(hereinafter called "the Client") of the one part

And

Of

(who are hereinafter called "the Consultant") of the other part.

Whereas

the Client is proposing to carry out

(hereinafter called "the works")

And Whereas the Client agrees to appoint the Consultant to provide Fundraising Consultancy as defined within the Fundraising Consultancy Brief (*Appointment Brief is include in Appendix 1 of this document*) for a fee of £_____ plus VAT as set out within _____ tender submission dated *(Fee Proposal is included in Appendix 2 of this document)*.

Now It Is Hereby Agreed as follows:-

1.0 Client's Obligations

- i. The Client shall supply information to the Consultant at specified times.
- ii. The Client shall notify the Consultant in writing of any instruction to vary the services.
- iii. The Client shall comply with their obligations as a 'client' under the CDM Regulations if applicable.

2.0 Obligations of the Consultant

- i. The Consultant shall exercise reasonable skill, care and diligence in the performance of the services.
- ii. The Consultant will be required to identify a named individual for the duration of the project. The named individual will be the principal point of contact with the Client.
- iii. If the named individual becomes unable to work on the project for any reason, whatsoever, the Client reserves the right to interview a replacement and approve or reject the proposed replacement.
- iv. The Client reserves the right to require a change in the named individual if their performance is considered unsatisfactory for whatever reason.
- v. The Consultant shall cooperate in the coordination and integration of the works into the building by others.
- vi. The Consultant shall comply with their obligations as a required under the CDM Regulations if applicable.

3.0 Assignment and subcontracting

- i. Neither party shall assign the whole or any part of this Contract.
- ii. The Consultant may subcontract part of the services, but only upon the written confirmation and approval of the Client.

4.0 Payment

- i. The Client shall pay the Consultant for the satisfactory completion of the services in such installments agreed with the Client lead. All fees and charges under the agreement are exclusive of Value Added Tax which if due shall be paid concurrently in addition. The final date for payment shall be 30 days after the due date for payment.
- ii. Where the Client intends to withhold payment of any amount stated in the Consultant's invoice, the Client will provide written notice to the Consultant not later than 5 working days before the final date of payment, stating the amount to be withheld and the grounds for withholding payment.
- iii. Where the Consultant receives an instruction from the Client Lead that the Consultant considers would require an increase in the fee, the Consultants shall notify the Client Lead of the estimated increase in the fee within three days of the notification and obtain written instruction to precede with the additional duties.

- iv. Where the Consultant is involved in additional work because of the commencement of adjudication, arbitration or litigation, the Client shall pay to the Consultant additional fees calculated (unless otherwise agreed) on the time charge basis.
- v. Recovery of Sums Due: whenever under the Contract any sums of money shall be recoverable from or payable by the Consultant, the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Consultant under the Contract or under any other Contract with the Client.
- vi. Interest shall be paid to the Consultant on fees due and payable but remaining unpaid for 30 days after invoicing. The rate of interest is to be 5% over the Bank of England Base rate.

5.0 Professional Indemnity Insurances

- i. The Consultant shall maintain such insurance with a minimum cover of **£250,000** (*two hundred and fifty thousand pounds*) for any one occurrence or series of occurrences arising out of the same original cause or event.
- ii. The Consultant shall immediately inform the Client Lead if the agreed insurances cease to be available at commercially reasonable rates in order to ensure the best means of protecting the respective positions of the Client and the Consultant.
- iii. The Consultant shall, on the written request of the Client Lead, provide evidence that any insurance is properly maintained.

6.0 Copyright

All reports and other documentation and the copyright or similar protection therein arising out of the performance by the Consultant of their duties under this Contract for _____ shall belong to the Client exclusively and absolutely.

7.0 Confidentiality

The Consultant will be required to keep all information confidential within the confines of the agreed communication strategy for the project.

8.0 Corrupt Gifts & Payment of Commission

- i. The Consultant shall not:
 - (a) offer; or give; or agree to give to any person in the service of the Client any gift or consideration of any kind as an inducement or reward for doing or forbearing to do; or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Client's service or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the service of the Client, or
 - (b) enter into this Contract in connection with which commission has been paid or agreed to be paid by the Consultant or on the Consultant's behalf or to the Consultant's knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the Client.
- ii. Any breach of this Clause by the Consultant or by anyone employed by the Consultant or acting on the Consultant's behalf (whether with or without the knowledge of the Consultant) or by anyone employed by them or acting on their behalf under the Prevention of Corruption Acts, 1889 to 1916, in relation to this Contract for the Client's service shall entitle the Client to determine the Contract and recover from the Consultant the amount of any loss resulting from such determination and/or to recover from the Consultant the amount or value of any such gift, consideration or commission.
- iii. In any dispute, difference or question arising in respect of:
 - (a) the interpretation of this Condition (except so far as the same may relate to the amount recoverable from the Consultant pursuant to sub-clause 4.0 (v) in respect of any loss resulting from such determination of the Contract); or
 - (b) the right of the Client to determine the Contract; or
 - (c) the amount or value of any such gift, consideration or commission;

The decision of the Client shall be final and conclusive.

9.0 Suspension and termination

- i. The Client may terminate the appointment of the Consultant under this Contract by giving 7 calendar days written notice to the Consultant.
- ii. Should the Consultant's appointment be terminated under clause 8.0 (ii), the Consultant is to immediately handover to the Client all work completed and all documentation supplied to the Consultant by the Client.
- iii. Where the services have been suspended by the Client and the Contract has not been terminated, the Client may, by giving reasonable notice to the Consultant require the Consultant to resume the performance of the services.
- iv. In the event that the Client is in default over payment of amounts at the date for payment and no notice of intention to withhold payment has been given, the Consultant may suspend his work. This right is subject to the Consultant first giving the Client not less than 7 calendar days of written notice of such intention and stating the grounds for suspension. The right to suspended performance shall cease when the Client makes payment of the amount due.
- v. If either the Client or the Consultant:
 - commits an act of bankruptcy or has a receiving or administrative order made against it, and/or
 - goes into liquidation, and/or
 - becomes insolvent, and/or
 - makes any arrangement with its creditors.

The other may suspend performance of its services or may terminate the appointment by giving written notice.

10.0 Consequence of suspension and termination

- i. If the Consultant services have been suspended under Clause 9.0 above, the Client shall pay the Consultant any instalments of the fees due to the Consultant up to the date of suspension or termination. No additional payment will be made by the Client for claims of loss of profit or overhead.
- ii. Termination of the Agreement shall be without prejudice to the rights and remedies of the parties.
- iii. Any notices or information to be supplied hereunder shall be provided in writing to the address of the other party stated in this Agreement or as otherwise specified subsequently in accordance with this clause. Such notice or other information shall be deemed to have been delivered either on the day of delivery, if delivered personally, or if sent by post, two working days later.

11.0 English Law

The Contract shall be considered as a Contract made in England and subject to the law of England.

12.0 Observance of Regulations

- i. The Consultant's representatives, when employed within the boundaries of the Coventry Transport Museum premises and associated areas, shall comply with such rules, regulations and requirements (*including those relating to security arrangements*) as may be in force for the conduct of personnel at the site. Details of such rules, regulations and requirements shall be provided, on request.
- iii. Except as provided in this Contract neither the Consultant nor any of the Consultant's employees or agents shall carry out any business or trading activity within the confines of the Coventry Transport Museum premises and no advertisement, sign or notice of any description shall be exhibited without prior approval.

13.0 Safety

The Consultant shall be responsible for the observance of themselves, their employees and sub-contractors of all safety precautions necessary for the protection of themselves, their employees, sub-contractors and any other person including all precautions required to be taken by or under any Act of Parliament including any regulations or bye-law of any local or other authority. The Consultant shall co-operate fully with the Client to ensure the proper discharge of these duties.

14.0 Accidents to Consultant's Servants or Agents

Accidents to the Consultant's servants or agents which ordinarily require to be reported in accordance with the Health & Safety at Work Act 1974, shall be reported immediately to the Client's representative.

15.0 Consultant's Property

All property of the Consultant while at the British Horological Institute premises shall be at the risk of the Consultant and the Client shall accept no liability for any loss or damage howsoever occurring thereto or caused thereby except where any such loss or damage was caused or contributed to by any act, neglect or default of any servant of the Client acting in the course of their employment. The Client shall accept liability to the extent to which such loss or damage is so caused or contributed to as aforesaid.

16.0 Default

- i Should the Services or any portion thereof not be carried out within the time or times specified within or under the Contract, the Client may without prejudice to any other remedies by notice in writing to the Consultant determine the Contract either as respects the services which have not been carried out in accordance with the Contract at the time of such determination or as respects all the Services to which the Contract relates other than those carried out in accordance with the Contract before that time, hereinafter called a relevant determination, and in such case the Consultant shall not be entitled under the Contract to payment of any amount by way of compensation.
- ii Where the Client has determined the Contract pursuant to sub-clause 16 (i) hereof and without prejudice as aforesaid the Client may obtain all or any of the Services as respects which the Contract is so determined by arranging for those services to be carried out by alternative means and there shall be recoverable from the Consultant the amount by which the aggregate of the cost of obtaining Services in this way, exceeds the amount which would have been payable to the Consultant in respect of all the Services so replaced if they had been carried out in accordance with the Contract.
- iii In the event of the Consultant failing to carry out any Services in accordance with these Conditions, the Client shall (without prejudice to any other remedy available) be entitled:
 - (a) to deduct from any account rendered by the Consultant in respect of unsatisfactory Services such sum as the Client considers appropriate;
 - (b) to have such Services carried out satisfactorily by other persons and in the meantime to debar the Consultant their servants and agents from the Premises.
- iv On the occurrence of a relevant determination the Consultant shall, notwithstanding such determination, cooperate in the transfer of the services, to which the relevant determination relates to any alternative organisation, pursuant to sub-clause 16 (ii), hereof, in accordance with arrangements to be notified to him by the Client.

17.0 Injury to Person: Loss of Property

- i This Condition applies to any personal injury or loss of property which arises out of or in any way in connection with the execution or purported execution of the Contract.
- ii Subject to the following provisions of this Clause the Consultant shall:
 - (a) be responsible for and reinstate and make good to the satisfaction of the Client, or make compensation for any loss of property suffered by the Client to which this condition applies;

- (b) indemnify the Client and all servants of the Client against all claims and proceedings made or brought against the Client or servants of the Client in respect of any personal injury or loss of property to which this Clause applies; and against all costs and proceedings reasonably incurred in connection therewith;
 - (c) indemnify the Client against payment by the Client to a servant of the Client in respect of loss of property to which this Clause applies suffered by that servant of the Client and against any payment made under any Government provision in connection with any personal injury to which this condition applies suffered by any servant of the Client.
- iii If the Consultant shows that any personal injury or loss of property to which this Condition applies was not caused nor contributed to by their neglect or default or by that of their servants, agents or sub-contractors, or by any circumstances within their control, the Consultant shall be under no liability under this Clause, and if the Consultant shows that the neglect or default of any person (not being their servant, agent or sub-contractor) was in part responsible for any personal injury or loss of property to which this Clause applies, the Consultant's liability under this Clause shall not extend to the share in the responsibility attributable to the neglect or default of that person:
 - (a) The Client shall notify the Consultant of any claim or proceedings made or brought in respect of any personal injury or loss of property to which this Clause applies.
 - (b) If the Consultant admits that they are liable wholly to indemnify the Client in respect of any such claim or proceedings and the claim or proceeding is not an expected claim, the Consultant, or, if the Consultant so desires, their insurers, shall be responsible, pursuant to sub-clause 17 iii (c) for dealing with or settling that claim or proceeding.
 - (c) If in connection with any such claim or proceeding with which the Consultant or their insurers are dealing, any matter or issue shall arise which involves or may involve any privilege or special right of the Crown (including any privilege or right in relation to the discovery or production of documents) the Consultant or their insurers shall before taking any action thereon, consult the legal adviser to the Client and act in relation thereto as may be required by the Client, and if either the Consultant or their insurers fail to comply with this Clause, sub-clause 17 iii (b) shall cease to apply.
 - (d) For the purposes of this Clause "an excepted claim" means a claim or proceeding in respect of a matter failing to be dealt with under a Government Provision, or a claim or proceeding made or brought by or against a servant of the Client.
- iv Where any such claim or proceeding pursuant to sub-clause 17 iii (a) or (b) is settled otherwise than by the Consultant or their insurers, they shall not be required to pay by way of indemnity any sum greater than that which would be reasonably payable in settlement having regard to the circumstances of the case and in particular to the damages which might be recoverable at law.

18.0 Contract Documents

In any case of discrepancy between these Conditions and other documents forming part of the Contract, these Conditions shall prevail unless the inconsistent provision of such document is expressed to be, or if the context indicates it to be, an amendment of these Conditions.

19.0 Waiver

No whole or partial waiver of any breach of this Contract shall be held to be a waiver of any other or any subsequent breach. The whole or partial failure of either party to enforce at any time the provisions within this Contract shall no way be construed to be a waiver of such provisions nor in any way affect the validity of this Contract or any part of it, or the right of either party to enforce subsequently each and every provision.

20.0 Severance

If any part of this Contract is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this Contract, which will continue to be valid and enforceable to the fullest extent permitted by law. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the parties shall promptly commence good faith negotiations to remedy such invalidity.

21.0 Disputes

- i. Any dispute or difference out of this Deed shall be referred to Adjudication in accordance with the terms and conditions of the Local Democracy, Economic Development and Construction Act 2009. Appointment of a suitable Adjudicator to be agreed by the parties or failing agreement appointed on the application of either party or both parties by the Academy of Construction Adjudicators whose written notification of an appointment of an Adjudicator shall be served on both parties and shall be binding on both parties.
- ii. Provided that any decision of the Adjudicator has been fully carried out, then either party may subsequently give notice to the other to refer the same dispute or difference to Arbitration and the final decision of an Arbitrator, to be agreed by the parties or failing agreement appointed on the application of either party or both parties by the Chairman of the Chartered Institute of Arbitrators.

22 Entire Agreement

This Agreement is the complete and exclusive statement of the Contract between the parties relating to the subject matter of this Contract which supersedes all previous communications, Contracts and other arrangements, written or oral.

The parties hereto are independent organisations, and nothing herein contained shall constitute to create a partnership, agency or joint venture between the parties.

23 Third Party

Nothing in this Contract confers or purports to confer any benefit or right to enforce any of its terms on any person who is not a party to the Contract.

Executed As A Deed By The Client

hereinbefore mentioned namely _____

Name _____

[Signature] _____

Position _____

Name _____

[Signature] _____

Position _____

And As A Deed By The Consultant

hereinbefore mentioned namely _____

Name _____

[Signature] _____

Position _____

Name _____

[Signature]

Position

Appendix 5

Fundraising Strategy Paper



The British Horological Institute – Saving Time

Fundraising Paper Developed by
BHI with Support from Fundraising
Specialist Judith Egerton and
Grant Aid Funding Specialists
Focus Consultants

June 2015



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1.0 Introduction

A full fundraising strategy was developed in August 2014 by specialist fundraising consultants outlining the approach to securing funding for the full masterplan proposals for the BHI site. This project included:

1. **Hall** - Essential repairs and maintenance including the roof and damp stabilisation.
2. **Stable Block** - The stable block and glass house to be brought back into economic use to house a new School of Horology with new, improved and expanded training facilities.
3. **Museum** – An improved visitor facility within Upton Hall, opening up the collections and the Hall to the public, with hands on galleries, improved interpretation and facilities for school visits.
4. **The Grounds** - Lost features in the grounds to be re-instated.
5. **Conferencing/ Function/ Wedding Facilities** - A separate entrance to be created and facilities and rooms updated so that the Hall can be used for high end functions and corporate events.
6. **Energy Efficiency Measures** - Energy efficiency measures to be integrated.
7. **New Student Accommodation** - Additional new build facilities to be created to provide the accommodation needed for residential students on short courses.
8. **Comprehensive Activity Programme** – A comprehensive activity programme to promote interest in the site and the collections and encourage people to get involved in horology and horology skills.

The report demonstrated how funding of £4.4 million could be raised to support the delivery of this £9.1million masterplan.

Following feedback from the Heritage Lottery Fund to investigate phasing the delivery of the masterplan the various elements of the scheme were prioritised and a Phase 1 scheme was developed.

Phase 1 will include:

Phase 1

- To increase the horology training capacity at the institute in new, dedicated, modern workshops.
- To create exhibition spaces within the stable block and glasshouse, attracting new visitors to the site.
- To increase access and awareness of the main museum and collections in Upton Hall, including providing additional information on the collections.
- To make urgent repairs to the Upton Hall buildings to prevent further deterioration of the heritage.

The total funding required for this scheme is £4,754,332. We have approached the HLF for £2,852,599 and are fundraising for £1,901,733.

This significantly reduces the fundraising risk for the phased approach to the project – a revised fundraising target of £1,901,733 compared with the original target of £4,253,715 (45% of the original fundraising target).

Committed Match Funding - Of this £1,901,733 target, **£500,000** has already been committed by The BHI Museum Trust, leaving £1,401,733 outstanding.

2.0 Funding Targets

To further reduce the funding risk of the project, approaches have already begun to be made by our Chief Executive to trusts and foundations who may be interested in supporting our project. In addition the horology world has many potential corporate sponsors, many of whom are already corporate members of BHI such as Gucci, Bremont and Seiko. There is also significant potential to approach a number of high net worth individuals to support the scheme.

Each of these elements is discussed in more detail over the following pages:

2.1 Trusts and Foundations

The initial fundraising strategy identified many trusts and foundations that could be approached as part of the fundraising campaign. A full list is included in the appendix, but in brief this included:

- Woolfson Foundation – Suggested Grant £200,000
- Garfield Weston Foundation – Suggested Grant £200,000.

One potential source of funding outlined in the initial funding bid was the George Daniels Educational Trust. At the time of the last report little was known about this trust, although guidelines suggested that the main beneficiaries for the scheme were individuals and students wishing to undertake horology training.

Since the initial report our Chief Executive has worked closely with the George Daniels Educational Trust to explain the aims and ambitions of the Saving Time Project and to further understand the requirements of the trust. This is shown overleaf:

2.1.1 The George Daniels Trust - Initial Discussions

George Daniels was a pioneer independent watchmaker and inventor. His multi-million pound trust fund was set up to encourage and financially assist apprentices and students, with grants and bursaries for training in all aspects of horology.

The fund was originally set up to support horologists by:

‘actively supporting those wishing to make a career from horology in the UK, whether employed or self-employed, the trust fund will ensure that future generations are given the opportunity to develop their horological skills.’

Following recent discussions between the BHI and the trustees of the charity, the trustees of the charity have since changed their grant eligibility criteria – in addition to supporting students, enquiries for grant support are now welcomed from horological teaching establishments. THIS NOW INCLUDES THE BHI.

The Chief Executive of the BHI has a meeting scheduled with the George Daniels Trust to discuss how they might be able to support the project. We are very positive about this opportunity.

2.2 Corporate Sponsors

The funding strategy for the masterplan programme identified a significant number of potential corporate sponsors – the full list is included in the appendices but some of those that could be approached are shown in the table below:

Company	Past Giving	Corporate Member of BHI?
Rolex	Have previously donated to the watchmaker's school in Geneva	The BHI and Rolex already have a trade relationship which generates a commission income to the BHI of about £64k pa
Signet	As one of the UK's biggest watch retailers Signet is already committed to expanding the UK's after sales, repair and servicing capacity for watches	Yes
Gucci	Various past giving	Yes
Charles Frodsham & Co	Royal Watchmakers	Yes
Bremont	New UK manufacturer and Watch Brand	Yes

Company	Past Giving	Corporate Member of BHI?
Christopher Ward	New UK manufacturer and Watch Brand	Not yet!
Graham Watches	New UK manufacturer and Watch Brand	Yes
Seiko	International Watch Brand	Yes
Rotary	One of the UK's leading watch brands	Yes
Smith of Derby	Long established supporter of the BHI and the country's leading manufacturer of turret clocks, servicing, restoration and conservation	Yes
Watchfinder	New UK company specializing in pre-owned luxury watches. Already the country's leading company in this field	

It is clear that the list of potential corporate sponsors contains some of the most high profile and well-known companies in the world. These companies will be targeted for support.

2.2 High Net Worth Individuals

Again, the full report has a comprehensive review of high net worth individuals who could be targeted who are connected to the horology industry. Many of these have connections to the BHI as members or past students.

2.3 Breakdown of Funding Targets

The table below shows the breakdown of the anticipated funding targets for the BHI.

Funding Source	Potential Amount	Status
BHI Museum Trust	£500,000	Committed
Other Trusts and Foundations (including the George Daniels Trust)	£800,000	To be sought
Corporate Sponsors	£390,733	To be sought
High Net Worth Individuals	£211,000	To be sought
Total	£1,901,733	

3.0 Naming Rights

There are a number of potential naming rights that have arisen during the development phase that will allow us to offer something in return for any grants awarded and may help us to secure funds. The various spaces within the new facility would support this include:

Upton Hall

- Ballroom
- Billiard Room.

Stable Block

- Atrium
- Exhibition Spaces
- Clock Workshops
- Watch Workshops
- Classroom Facilities.

4.0 Delivering the Fundraising Strategy

4.1 Timescales

With a fundraising strategy requiring only 45% of the fundraising target we had originally planned we are anticipating that the fundraising timescales will be also reduced when compared to those outlined in the masterplan. We are also aware that as part of the Phase 1 approach we will target the most suitable trusts, foundations and sponsors, so the ratio of grants received to applications made should be higher than predicted in the full funding strategy.

The full funding strategy to support the masterplan estimated that £2,400,000 could be secured within 18 months of starting fundraising and the full £4,255,555 within three years. Now, with a reduced target of £1,901,733 and with strong targets already identified we are confident that we can secure over 80% (£1.52M) of the funding within 9 months of securing round 1 approval. To lengthen this time period we have taken the decision to begin to start our fundraising campaign as soon as we have submitted the HLF bid.

4.2 Staff

It was the original intention as part of the masterplan to recruit 2 members of staff to support with the development of the fundraising at the development phase.

However, after having reviewed the proposed sources of funding that will be targeted we feel that the chief executive and existing staff, volunteers and trustees will be best placed to make approaches to corporate sponsors and high net worth horologists. They have the appropriate level of knowledge, enthusiasm and commitment to the scheme that it may be difficult to find in a new member of staff.

We will also recruit campaign ambassadors – the details of these and some potential candidates are outlined in the full report.

To support this work we have also factored into the budget support for BHI for administration support, advice and guidance from professional fundraisers and support with making approaches to trusts and foundations where appropriate.

The following costs have been included in the fundraising budget:

Fundraising Costs	
Additional part time admin support to assist with fundraising administration during the Development Phase	£20,000
Specialist Advice and Guidance and staff, trustee and volunteer mentoring	£25,000
Support with fundraising bids, including promotional materials	£35,000

The benefits of this approach is that the mentoring and training that is provided to the staff, volunteers and trustees will help them develop skills and experience for the future. This knowledge and experience can then be used when Phase 2 of the scheme is developed.