

**Good Growth Hub Invitation to Tender  
Creative and Cultural Opportunities Programme**

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**1. The Good Growth Hub**

A New Direction are the appointed operator for the Good Growth Hub (GGH) at Queen Elizabeth Olympic Park. The GGH provides a physical home for East Works which is LLDC’s skills, employment and enterprise programme. It supports local businesses to access local diverse talent whilst connecting local residents and under-represented groups to the wealth of employment opportunities being generated by growth, particularly in the cultural, creative, fashion and technology sectors.

The GGH aims to:

Deliver growth in the local economy by supporting businesses locally with the skills, networks and connections needed to grow, connecting the talents of east London to the thriving business and innovation district in and around Queen Elizabeth Olympic Park.

Deliver high quality demand-led training and employability provision that is co-created with employers and local residents and that meets the needs of businesses and East Works participants.

Increase workforce diversity by connecting under-represented groups to employment and training opportunities on and around the Park ensuring that opportunities are accessible to local residents.

Be a beacon of best practice for inclusive growth by encouraging and supporting employers to deliver fair and inclusive work practices in line with the Mayor’s Good Work Standard and in doing so, provide opportunities to drive positive sectoral change around live challenges and issues.

The GGH is governed by a Board that is chaired by the LLDC, includes A New Direction as the secretariat, and is made up of members from stakeholder groups including the London boroughs of Newham, Hackney, Waltham Forest and Tower Hamlets, QEOP employers and local residents. The supplier will be required to work closely with the GGH Board to agree annual delivery plans and report on the performance of the East Works initiatives.

## **2. The Opportunity**

A New Direction will work closely with local partners to deliver activities at the Good Growth Hub that will ensure that the growth on and around the Park is inclusive and that the benefits of economic growth reach the people who live in neighbouring boroughs.

As lead operator for the Good Growth Hub, A New Direction is looking to commission an agency to deliver the Creative and Cultural Opportunities Programme (CCOP) in this first year of operation and invite expressions of interest from organisations who have knowledge and expertise of supporting cohorts of young people to progress into paid work within the creative and cultural sectors.

### **2.1 Scope**

CCOP is a pre-employability boot camp that has been delivered 2017-2019 to cohorts of young people interested in jobs within the creative and cultural sector. Over 2-3 weeks, the programme has introduced participants to high quality workshops and networking events led by industry professionals with the aim of supporting and preparing for progression into the sector. Attendees represented the fullest range of diversity across educational attainment, gender, race and ethnicity, and career level and cohort groups were between 25-30 in size.

The objectives of CCOP are to:

- Raise awareness amongst local residents of the employment opportunities available in the creative and cultural sectors in and around The Park;
- Provide 1-2-1 careers guidance and employability skills training to participants interested in starting a career in the creative and cultural sector;
- Connect participants to creative and cultural organisations based in and around The Park and more widely across London, including East Bank partners, businesses within Hackney Wick and Fish Island Creative Enterprise Zones, businesses at Here East and creative and cultural organisations based in Local Boroughs; and
- Support participants into employment in the creative and cultural sector.

What has already been achieved?

A New Direction has previously delivered CCOP once every year from 2016 to 2019 in partnership with the Sadler's Wells and the London Legacy Development Corporation.

To date, 91 participants have completed the programme, out of which 47 participants have successfully accessed employment in the creative and cultural sector and 22 have progressed onto further training. Organisations involved in designing and delivering the programme have included: Sadler's Wells, Victoria and Albert Museum (V&A), Royal Opera House, Almeida Theatre, Tate, Stratford Circus Arts Theatre, The Yard Theatre and Whitechapel Gallery.

What are our aspirations for the Creative and Cultural Opportunities programme?

We aim to grow our pre-employability offer and see programmes like CCOP as an activity that can positively support young people to learn about the wider sector. Over time, we will develop the Creative and Cultural Opportunities programme into one which also works with local digital tech businesses, such as those located within Here East, those within the Hackney Wick and Fish Island areas, as well as other geo locations

including (but not exclusively) Blackhorse Lane, Walthamstow, Brick Lane, and Stratford others to leverage opportunities in this sector industry. The Creative and Cultural Opportunities programme will continue support young people to understand the standards required to gain work and learn about the pathways to achieve work. In this year we aim to pilot this method for pre-employability to inform the growth of such activities in future years.

2.2 Deliverables

The successful partner will be responsible for delivering a programme of activity which includes:

- Industry-led careers masterclasses and workshops at the Good Growth Hub;
- Employability sessions covering CV and cover letter training, social media training, interview skills, networking training, online profiling, pitching and selling skills, ideas generation and goal setting;
- 1-2-1 careers advice and guidance about starting a creative career; and
- Support accessing and applying for live job opportunities
- Increase access to jobs and training opportunities for Local Residents who are from backgrounds underrepresented in the sector, unemployed and under-employed \*underemployed meaning to be employed in a role that is inadequate in skill requirement and pay, with respect to an individual’s skills, experience or qualification level
- Increase professional networks of Local Residents
- Increase numbers of employers and businesses co-creating and delivering GGH Services
- Support min of 40 participants to engage with the offer
- Support the progression of 20 live job opportunities showcased through programme delivery at London Living Wage
- Facilitate a min of 3 workshops with Here East Tenants at GGH

The Service Provider’s performance of the services shall be measured using Key Performance Indicators (KPIs) and Target Performance Indicators (TPIs) which are outlined in the tables below:

Key performance indicators

Key Theme	Proportion of cohort (%)
Participants who are from Black, Asian and minority ethnic backgrounds including: Black, Asian and minority ethnic groups are defined as: –Asian/Asian British (Bangladeshi, Indian, Pakistani or Other)–Black/Black British (African, Caribbean or Other)–Chinese–Mixed White-Black (African or Caribbean)–Mixed White-Asian–Mixed Other	75
Percentage of Percentage of people from low socio-economic backgrounds	50
Percentage of people with disabilities	20
Percentage of women	50
Percentage of local residents accessing CCOP	100

Target performance indicators

Increased knowledge and awareness of organisations and opportunities available in the creative, cultural and technology sector
Increased professional networks
Increased confidence searching and applying for jobs
Increase access to jobs and training opportunities for Local Residents who are unemployed and under-employed --

*underemployed meaning to be employed in a role that is inadequate in skill requirement and pay, with respect to an individual’s skills, experience or qualification level
--

The services are to be delivered for a period of July 21 – March 22 from the commencement of the contract date.

### 3. The Procurement process

Any contract awarded through this procurement exercise will be under the standard Contract for Services which is attached as appendix 3.

#### 3.1 The format for expressions of interest

Bidders should place emphasis upon brevity and clarity in all aspects of their response. Responses are to comprise three elements.

Technical submission – appendix 1  
Commercial Submission – appendix 2  
London Living Wage Declaration – appendix 3

**The** Technical Submission should demonstrate the bidder’s ability to meet the requirements as detailed in the Evaluation criteria and specification.

This should contain:

A summary for how CCOP will be delivered taking into account that we aim to work with 40 beneficiaries who are aged 18-30 and to progress 20 participants into ‘good work’ (up to 3 sides of A4)

2 examples of related work demonstrating pre-employability, sector knowledge and progressions into work (2 sides of A4)

#### Commercial submission

The commercial submission should consist of the bidder’s response in the completed Appendix A2 commercial submission. This should provide a detailed proposed budget for project spend.

The value of the initiative is a maximum of £30,000 and bids should set out detail costs against budget headings, including;

- Costs for training delivery
- Staff
- Marketing
- Other costs, as identified by the bidder

The **London Living Wage** declaration consists of consist of the bidder’s response in the completed Appendix A3 London Living Wage declaration.

Please note: All in-person programme delivery (workshops, masterclasses, sessions) will take place at the Good Growth Hub, therefore accommodation/venue expenses do not need to be incorporated into commercial submission for training delivery.

#### 3.2 The timeframe for responses

The timeline for responses is laid out in the below table. Bidders are invited to submit questions/clarifications before the ITT deadline and will receive a response within 24 hours. AND reserves the right not to respond to questions/clarifications received within the last 24 hours of the window for bidders to submit their responses.

Milestones	Date
ITT published	10 June 2021
ITT submissions due	25 June 2021
Successful bidder appointed	w/c 28 June 21
Contract signing and inception meeting	w/c 12 July 21
Expected delivery to take place <b>September 2021 and or January 2022</b> (with associated recruitment and project set up taking place across Summer 2021)	
Project Evaluation Submission	31 Mar 22

3.3 Submission arrangements

Bidders should submit their responses to the appendices to [\[Deborah.Mayaki@anewdirection.org.uk\]](mailto:Deborah.Mayaki@anewdirection.org.uk) by 9am on 25 June 2021

uation

ld welcome expressions of interests from partners who can demonstrate the strength of their track record and proposing the services as follows:

ent	Evaluation criteria	Guidance for bidders	Scor pos
atable ant e  s of rk ting pre- ity, nowledge essions 2 sides of	<p>In their response, the bidder should:</p> <ul style="list-style-type: none"><li>- Highlight a relevant track record and, with specific reference to this commission, approach to engage individuals aged 18-30 from disadvantaged groups and supporting them into (sustained) employment</li><li>- Set out their insight and experience of working with young people aged 18-30 years</li><li>- Set out a relevant track record of employer engagement to support candidates sustain job/apprenticeship outcomes</li><li>- Set out their experience of working in partnership to deliver similar initiatives</li><li>- Highlight relevant expertise of working in the creative, tech and digital sectors</li></ul>	<p>The evidence should:</p> <ul style="list-style-type: none"><li>- Demonstrate a comprehensive understanding of the barriers and challenges these specific groups face and detail how these challenges will be overcome.</li><li>- Demonstrate experience of working in partnership with key organisations, employers or wider stakeholders on developing and delivering relevant projects</li><li>- Demonstrate experience of working with creative, tech and digital sector employers to progress young people through training and into employment in these sectors</li><li>- Demonstrate a track record of delivering relevant, effective and successful initiatives to audiences of individuals aged 18-30.</li><li>- Demonstrate a track record and approach to effectively reach and engage individuals aged 18-30.</li></ul>	30
nd he delivery  with with ues  summary COP will ed taking nt that we k with 40 es who 8-30 and s 20 into ' (2 sides	<p>In their response, the bidder should:</p> <ul style="list-style-type: none"><li>- Present their interpretation of the brief and explain their approach to maximising the project's delivery</li><li>- Explain the package of pre- and post-placement learning and development support available to beneficiaries including the monitoring processes in place to engage candidates and employers.</li><li>- Describe the approach to (and relevant track record of) employer engagement to support candidates sustain job/apprenticeship outcomes</li><li>- Explain how they will work in partnership with key organisations and wider stakeholders to maximise the reach and added value of the programme</li><li>- Provide detail of the team involved in this project, including profiles, responsibilities and relevant experience</li></ul>	<p>The proposal should:</p> <ul style="list-style-type: none"><li>- Demonstrate a comprehensive understanding of how to build relationships with local providers, partners and employers to maximise opportunities for local people</li><li>- Include a delivery timeline for CCOP which highlights key project activities and milestones as well as identifying KPI/TPI delivery/timeframes and appropriate project resource allocation</li><li>- Include specific and targeted learning and development activities which provide opportunities for potential applicants to receive careers advice and guidance, employability support and key sectoral knowledge through the training programme.</li><li>- Contain robust proposals for establishing strong partnerships with a diverse range of employers with relevant expertise and experience.</li><li>- Outline effective outreach plans which specifically target local residents from under-represented groups.</li><li>- Outline effective systems and processes which would provide an accessible and on-demand service to local residents seeking careers coaching and IAG.</li><li>- Include robust proposals for ensuring that candidates are supported into work</li><li>- Demonstrate ability and experience in co-creation of services and programmes</li><li>- Outline a robust process for capturing and reporting performance against the project's KPIs and TPIs.</li></ul>	45

4.1 Evaluation weighting

Each bid will be evaluated in accordance with the weightings laid out in the table below:

Table 2 – Evaluation weighting

Technical	Quality	Relevant track record (max 2 sides)	30%	75%
		Proposals for delivering the services (max 3 sides)	45%	
Commercial	Price			25%
	Affordability threshold			Pass / Fail
Fair employment	Commitment to pay the London living wage			Pass / Fail

**Scoring a fail against any criteria will result in the bidder’s submission being rejected.**

4.1.1 Framework for scoring quality

The below framework will be used to score the quality of submissions.

0 - Unacceptable	The response does not meet the requirement. Does not comply and/or insufficient information provided to demonstrate that the Tenderer has the ability, understanding, experience, skills, resource & quality measures required to provide the supplies/services, with little or no evidence to support the response,
1 - Poor	Some minor reservations of the Tenderer’s relevant ability, understanding, experience, skills, resource & quality measures required to provide the services, with little or no evidence to support the response
2 – Meets Requirements	Demonstration by the tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the services, evidence to support the response
3 - Good	Above average demonstration by the tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the services. Response identifies factors that will offer potential added value, with evidence to support the response.
4 - Outstanding	Exceptional demonstration by the tenderer of the relevant ability, understanding, experience, skills, resource & quality measures required to provide the services. Response identifies factors that will offer potential added value and continuous improvement with evidence to support the response.

4.1.2 Method for scoring price

The method of evaluating the financial aspect is:

Weighted score = lowest price / price x fee proposal weighting

4.2 Affordability Threshold

A New Direction has an affordability threshold requirement of £30,000 (exclusive of VAT) for this contract. To score a pass against this criterion, the bid must be priced below this threshold.



### 4.3 London Living Wage

To score a pass against this criterion, the supplier must agree to pay the London Living Wage to anyone engaged in the delivery of contractual obligations, in accordance with the terms set out in the contract for delivering these services.

## **5. Appendices**

### **Appendix 1 – Technical submission**

In this section, please outline your delivery proposal.

Please refer to points 2.1; 2.2; 3.1 and 4 to support you in developing this proposal.

### **Appendix 2 – Commercial submission**

In this section, please provide a project plan detailing spend associated with the project.

### **Appendix 3 – London Living Wage Declaration**

Please delete as appropriate.

I agree to pay the London Living Wage to anyone engaged in the delivery of contractual obligations, in accordance with the terms set out in the contract for delivering these services - YES/NO

Standard Contract for Services

between

**A New Direction London Limited**

and

Tbc

Terms and Conditions for Services

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30. PARTIES

The Service Provider

Full name of Service Provider: TBC

Address ; TBC

Company Number (if applicable):

VAT Number (if applicable):

Self-Assessment Tax Number:

**A New Direction London Limited**, a company limited by guarantee registered in England, and a registered charity “**A New Direction**”:

Address: 50 Worship Street, London, EC2A 2EA

Company Number: 06627531

Charity Number: 11126216

VAT Number: 160422447

1. Definitions

- a. ‘Contract’ means this contract made between you (the Service Provider) and us (A New Direction) and includes these Terms and Conditions (but not including the title page (p. 1) or contents page (p. 2), the Schedules and any other documents that have been explicitly agreed to be part of the Contract.
- b. ‘Fees and Expenses’ means the fees you will charge us for the time you spend and the costs you incur in providing the Services to us. The fees and expenses you are entitled to charge are shown in Schedule A, Part 1.
- c. ‘Logos’ means the logos of A New Direction and third parties as updated from time to time, and such other logos as notified in writing to the Service Provider from time to

time – eg that of the London Legacy Development Corporation and of the Good Growth Hub

- d. 'Payment Conditions' means the payment conditions for release of payments to the Service Provider, as specified in Schedule A, Part 1.
- e. 'Representative' means the parties' representatives as specified at Schedule A, Part 3.
- f. 'Services' means the Services to be provided by you under this Contract as described in Schedule A, Part 2, including the description of the Service Provider's role.
- g. 'Works' means any materials or work produced by the Service Provider pursuant to this Contract.
- h. All references to 'you' and 'your' refer to the Service Provider. All references to "we", "us" or "our" refer to A New Direction.

## 2. Term

- a. This Contract shall commence on as soon as the contracts are signed by 16/07/2021 if possible, and shall conclude on completion of the services or by **31/03/2022** (whichever is the later), unless terminated in accordance with clause 13. By commencing the provision of Services, you agree to be bound by this Contract, regardless of whether A New Direction has received a signed copy of the Contract from you. **For the avoidance of doubt, if you do not agree to the terms of this Contract, you should not commence with the provision of the Services.**
- b. You agree to return a signed copy of this Contract to us within two weeks of receipt which shall further indicate your agreement to the terms of this Contract.

## 3. Your obligations

You warrant and agree that you shall:

- a. provide the Services with reasonable care and skill and in accordance with this Contract and Schedule A, Part 2;
- b. comply with our reasonable requirements and directions at all times including our reasonable amendments to the Services from time to time, and use your best attempts to promote our interests;
- c. comply with the conditions for payment at Schedule A, Part 1 by the dates specified and in accordance with A New Direction's reasonable requirements from time to time;
- d. provide and maintain all personnel, equipment and supplies necessary to provide the Services and ensure you and any other personnel providing the Services have the necessary expertise to carry out the Services;
- e. not accept work from other sources that will in any way impair or affect your ability to provide the Services and comply with the terms of this Contract;
- f. consult or meet on a regular basis with your Representative at A New Direction in accordance with our reasonable instructions;
- g. comply with A New Direction's policies and procedures on safeguarding and vulnerable adults outlined in clause 16 of the Contract;
- h. not do anything that would bring A New Direction, its partners or its intellectual property into disrepute in any way, nor carry out any activities inimical to the objects of A New Direction, or which could adversely affect the fundraising activities of A New Direction or its relations with funders, donors, beneficiaries or other persons; and

- i. notify your Representative at A New Direction immediately if you are unable or at risk of being unable to comply with your obligations under this Contract or if any significant decision is made that will affect the Services.
- j. The Service Provider shall assist and co-operate where possible with the A New Direction's compliance with its duties under the Equality Act 2010 and any guidance, enactment, order, regulation or instrument made pursuant to the Equality Act 2010, including the collection of data for diversity and inclusion monitoring.

#### **4. Fees and expenses**

- a. In return for the Services you will provide under this Contract, we will pay you the Fees and Expenses in accordance with Schedule A, Part 1
- b. You shall maintain and provide to us on request accurate and up-to-date records and evidence of expenditure relating to any funds received from us under this Contract.
- c. No fees shall be paid to you until you have:
  - a. provided us with a VAT compliant invoice (if you are registered for VAT) for each payment that describes the work done and the time period to which the payment relates and which complies with our invoicing guidelines and our reasonable instructions from time to time; and
  - b. in A New Direction's reasonable opinion, complied with the Payment Conditions as specified in Schedule A.
- d. Before we will make any payment your invoice must be approved by us.
- e. You agree that the Fees and Expenses as specified in Schedule A cover all your time, resources, costs and any applicable tax in providing the Services. All amounts payable under this Contract are inclusive of VAT.
- f. We will pay your approved invoices within 30 days of receipt, as long as you have provided the Services referred to in the invoice to our satisfaction.

#### **5. Information and confidentiality**

- a. You shall not, whether during your time working with A New Direction or after the end of it, unless expressly authorised in writing by the chair of the board of trustees of A New Direction, disclose or use any confidential information in relation to us, our clients, our employees or our funders. Under this Contract, confidential information includes information relating to our or our funders' business plans, finances and sensitive/confidential information about young people and/or our beneficiaries.
- b. All confidential records, documents and other papers, together with any copies or extracts thereof, made or acquired by you in the course of your work with A New Direction shall be the property of A New Direction. These must be returned to A New Direction immediately on the termination of this Contract for any reason.
- c. You shall immediately refer any queries or contact from any media agencies (including without limitation newspapers, magazines, television and radio news bureaux, and other providers of news) about or connected to the Services to A New Direction, and shall not deal with such queries unless you have received A New Direction's prior consent.
- d. You shall not release to the public any PR, publicity materials or press releases about or connected to the Services, without our prior consent.

#### **6. Intellectual property**

- a. This contract of services is directly related to work associated with the Good Growth Hub which is funded by the London Legacy Development Corporation (LLDC). As such

and in accordance with A New Direction contract of services with the LLDC, we insert the below clause around Intellectual Property.

- b. The Service Provider hereby assigns with full title guarantee to the Legacy Corporation all Intellectual Property Rights in all documents, drawings, prospectuses, computer software and any other work prepared or developed by or on behalf of Service Provider in the provision of the Services ("the Works") provided that such assignment shall not include items not prepared or developed for the purposes of this Contract
- c. The Service Provider shall provide the Legacy Corporation with copies of all materials relied upon or referred to in the creation of the Products with a perpetual, irrevocable, royalty-free and transferable licence free of charge to use such materials in connection with the use of the Products.
- d. The Service Provider shall have no right (save where expressly permitted under the Contract or with the Legacy Corporation's prior written consent) to use any trade marks, trade names, logos or other Intellectual Property Rights of the Legacy Corporation.
- e. You warrant that you shall not infringe or breach any copyright or other intellectual property rights in fulfilling your obligations under this Contract.
- f. You warrant that you have obtained all necessary permissions, consents and performance licences when fulfilling your obligations under this Contract to ensure that we, our sub-licensees under clause 6(b), will not infringe or breach any copyright, performance rights, or other intellectual property rights.
- g. If you wish to commercially exploit any of the Works, you agree not to do so without our prior written consent from A New Direction and the Legacy Corporation and agree that to the extent that the Works are commercially exploited, a fair proportion of the reward for the exploitation shall be shared A New Direction (on behalf of the Good Growth Hub) as agreed between A New Direction and the Legacy Corporation and you in writing.
- h. You warrant and agree that the Legacy Corporation will be acknowledged as funder and supporter of the project and the Logos will be included in a prominent position on any publicity or PR materials relating to the Services, and on the Works, in accordance with our reasonable instructions from time to time.
- i. You warrant and agree that you will comply at all times with A New Direction and the Good Growth Hub's reasonable branding guidelines as issued from time to time in relation to the use of its intellectual property and/or the Logos
- j. You warrant and agree that when producing any written reports, resources or support materials as part of the Services, you shall comply with A New Direction's visual identity and house style guidance from time to time, which can be provided upon request.
- k. A New Direction shall, where possible, acknowledge The Service Provider as the creator of any work created by you pursuant to this Contract as deemed appropriate by A New Direction and in discussion with the Legacy Corporation.

## **7. Right of audit**

- a. You shall keep secure and maintain full and accurate records of the Services you provide to us, including the payments we make to you.
- b. These records shall be kept secure and maintained for at least two years after the final payment we make under this Contract, or for longer periods if requested by us or required by law.
- c. You shall allow us access to any records we may reasonably require to check your compliance with this Contract.

## **8. Conflict of interest**

You shall ensure that neither you nor any of your employees, agents or sub-contractors are placed in a position where there is or may be an actual conflict, or a potential conflict, between your interests or the interests of your employees, agents or sub-contractors and your obligations under this Contract. You must disclose to us immediately the particulars of any conflict of interest that arises.

## **9. Your status**

- a. You are an independent contractor and not our agent, partner or employee.
- b. You cannot incur liabilities or obligations on our behalf unless specifically authorised by us in writing.
- c. You must not hold yourself out as our employee to any third party or as being entitled to represent or bind A New Direction in any way.

## **10. Indemnity and limitation of liability**

- a. You shall indemnify us for any damage, costs or liability we may incur due to your negligence or your failure to comply with this Contract.
- b. The amount you may be required to pay us under sub-clause 10 a) will include without limitation:
  - a. legal and other professional advisory fees; and
  - b. economic and consequential loss whether direct or indirect (including any loss of profit, future revenue, reputation or goodwill and anticipated savings).
- c. The parties acknowledge that the Service Provider is solely liable for any loss, cost or damage relating to the Services and that A New Direction shall not be liable for any loss, cost or damages suffered relating to or as a result of the Services, except in respect of death or personal injury caused by the negligence of A New Direction (for which no limitation applies).

## **11. Insurance**

- a. In addition to the indemnity you give us above, you must maintain appropriate insurance cover with a reputable insurance company. Appropriate insurance means a policy or policies of insurance providing an adequate level of cover for all risks you may take on by providing the Services and for all statutory or other legal requirements you may be under. You are not covered under A New Direction's insurance cover for any insurance matter relating to your carrying out the Services.
- b. If we request you to do so you must:
  - a. include our interests on the insurance policy or policies referred to in sub-clause 11 a) so that we may obtain benefits under such policy or policies; and/or
  - b. show us evidence of the insurance cover required by sub-clause 11 a)

## **12. Default**

- a. If you decide that you are unable to meet your obligations under this Contract you must immediately write to us and explain the reasons.



- b. If you are in breach of your obligations under this Contract we may issue a default notice detailing the breach, and the time period and terms by which you must remedy the breach.
- c. Any action taken by us under this clause will not affect any right we may have to immediately terminate the Contract.

### **13. Suspension, termination and end of Contract**

- a. A New Direction may suspend any payments under this Contract in the event that you breach or A New Direction reasonably believes you are likely to breach any obligation under this Contract.
- b. Any of the following conditions is a fundamental breach, which will automatically and immediately enable us to terminate this Contract
  - a. failure to comply with a default notice under sub-clause 12 b);
  - b. if you become insolvent (within the meaning of the Insolvency Act 1986);
  - c. if any order is made, or resolution passed, for your administration, winding-up or dissolution (other than for the purposes of a solvent amalgamation or reconstruction);
  - d. if an administrator or other receiver, manager, liquidator, trustee or similar officer is appointed over all or any substantial part of your assets;
  - e. if you enter into or propose any composition or arrangement with your creditors generally;
  - f. if you assign any of your obligations under this Contract without our prior written consent; or
  - g. if there are exceptional circumstances which justify A New Direction terminating this Contract immediately as deemed appropriate in A New Direction's reasonable opinion.
- c. Upon termination under sub-clause 13a), we may obtain the remainder of the Services from a third party. You must pay us the difference between:
  - d. the amount we pay the third party to complete the remainder of the Services; and
  - e. the amount that we would have paid you for the remainder of the Services under this Contract, had the Contract continued in force, together with any other costs we may have to pay as a direct consequence of terminating the Contract.
- f. We will use our reasonable endeavours to ensure that the amount we pay to a third party under sub-clause 13 b) is at a commercially acceptable rate and where possible this amount will not exceed the level of the fee we would have paid you under this Contract.
- g. A New Direction may terminate or suspend this Contract immediately if any part of its funding is suspended, terminated or withdrawn.
- h. Either party may terminate this Contract on one month's written notice to the other.
- i. On termination or expiry of this Contract, you will promptly provide us (or any third party we specify) with all information and property, and shall sign or enter into any agreement and, cooperate generally with and provide all reasonable assistance to us, to ensure an orderly handover of this project.
- j. Termination of this Contract as provided in this clause will not affect any right of action or remedy of either party.

### **14. Uncontrollable events**

- a. An 'uncontrollable event' is an extraordinary natural event (such as a flood or earthquake) that cannot be reasonably foreseen or prevented, fire, explosion, industrial dispute, debilitating illness or injury, or any other extraordinary event

beyond that party's control. Neither party will be liable for failure to perform their obligations due to an uncontrollable event.

- b. If either party is unable to perform its obligations as a direct result of an uncontrollable event, that party must notify the other immediately with reasons. At that point this Contract will be suspended.
- c. The suspension of the Contract will only continue during the time when the party is unable to meet its obligations due to the uncontrollable event. As soon as the uncontrollable event is over, the affected party must give written notice to the other of this fact.
- d. If the failure to perform obligations due to the uncontrollable event exceeds one month, either party may immediately terminate this Contract by giving written notice to the other.

## **15. Anti-discrimination**

You must comply with all anti-discrimination legislation from time to time in force including, but not limited to the following:

- Equality Act 2010
- Race Relations Act 1976; Race Relations (Amendment) Act 2000
- Sex Discrimination Acts 1975 and 1986; Sex Discrimination (Amendment) Regulations 2003
- Disability Discrimination Acts 1995 and 2005
- Employment Equality (Sexual Orientation) Regulations 2003
- Employment Equality (Religion or Belief) Regulations 2003
- Employment Equality (Age) Regulations 2006 and
- Equality Act (Sexual Orientation) Regulations 2007

## **16. Protection of children and vulnerable adults**

- a. This clause will only apply if in providing the Services you or your business partners, employees, personnel, contractors or staff will supervise, care or have significant direct contact with a Vulnerable Person.
- b. In this clause, "Vulnerable Person" means:
  - a. persons under the age of 18; and
  - b. people who need or may need community care services because of mental or learning disability, other disability, age or illness, and who are, or may be, unable to take care of themselves or unable to protect themselves against significant harm or exploitation.
- c. You must consider all the risks associated with providing the Services and take all reasonable steps to ensure the safety of all Vulnerable Persons as appropriate under the circumstances and in line with A New Direction reasonable instructions from time to time.
- d. Without limiting sub-clause 16 e), you warrant that:
  - a. if you are an organisation (including a company, partnership or unincorporated association or trust), you shall adopt and follow an adequate written policy to protect Vulnerable Persons; and
  - b. if you are an organisation or an individual you shall follow an adequate set of procedures to protect Vulnerable Persons including but not limited to Standard or Enhanced Disclosure and Barring Checks, and compliance with the Disclosure and Barring Service.

- e. You must comply with this clause 16 even if are not required to do so under any child protection or care standards legislation and even if the work is formal, informal, voluntary or salaried.
- f. A New Direction cannot advise you of your legal obligations in relation to your dealings with Vulnerable Persons, and this clause should not be seen as such. If you have any queries about your obligations, we strongly advise that you seek your own independent legal advice and also contact the National Society for Prevention of Cruelty to Children ([www.nspcc.org.uk](http://www.nspcc.org.uk)).

## **17. Data Protection**

- a. You warrant that you shall comply with and shall do nothing that shall put A New Direction in breach of any of its obligations under the Data Protection Act 2018. This may require you to submit a notification form to the Information Commissioner, if you have not already done so. You also agree to comply with the following obligations when processing personal data (as defined in the Data Protection Act 2018) as part of the Services on behalf of A New Direction. You will ensure all personal data is:
  - a. processed in accordance with A New Direction's instructions, who shall be the data controller of such personal data and in such manner as is necessary in order to comply with your obligations under this Agreement;
  - b. only used for the purposes specified by A New Direction;
  - c. not divulged to any third party or member of staff not involved in the Services except with our prior written consent;
  - d. promptly deleted by you when no longer required to perform the Services;
  - e. not transferred outside the European Economic Area without our prior written consent; and
  - f. handled in a manner that complies with the principles set out in the Data Protection Act 2018 and would not result in A New Direction breaching the Data Protection Act 2018.
- b. You consent and warrant you will obtain the necessary consents from your employees, personnel, contractor or staff to A New Direction holding and processing personal data about you and such persons previously mentioned in this clause for legal, administrative and management purposes, and in furtherance of A New Direction's services and work.

## **18. Health and safety**

You must comply with the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999, and all other applicable health and safety legislation, regulations and approved codes of practice relevant to the Services.

## **19. Notices**

- a. Either party may send notices, letters and other documents by prepaid first class recorded delivery post or facsimile message to the other party at the address identified in the particulars, or at any other address or fax number provided to the other party.
- b. To prove that a notice or document has been delivered, it is sufficient to prove that delivery was made or that the envelope containing the notice or document was properly addressed and posted as a prepaid first class recorded delivery letter or that the facsimile message was properly addressed and despatched.

**20. Disputes**

- a. The parties will attempt to settle any dispute which may arise between them under this Contract.
- b. If a dispute is not resolved to the satisfaction of both parties within 10 working days, the parties will attempt to settle it by mediation under the Centre for Effective Dispute Resolution's (CEDR's) Model Mediation Procedure.
- c. To begin mediation, either party must give written notice to the other party requesting mediation. The initiating party must send a copy of such request to CEDR.
- d. If there is any issue on the conduct of the mediation (including nomination of the mediator) upon which the parties cannot agree within a reasonable time, CEDR will, at the request of any party, decide the issue for them.
- e. If the dispute is not resolved within 90 days of the initiation of the mediation, or if either party will not participate in the mediation, either party may commence legal proceedings.

**21. Contracts (Rights of Third Parties) Act 1999**

No third party will have any rights under this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

**22. Change and assignment**

No change or assignment of this Contract will be effective unless it has been agreed in advance by both parties in writing.

**23. Waiver**

The failure of either party to exercise any right or remedy will not constitute a waiver of that right or remedy. A waiver is only effective if provided to the other party in writing.

**24. Severance**

If any part of this Contract is or becomes legally ineffective or unenforceable it will not affect the validity of the rest of this Contract.

**25. Whole agreement**

This Contract contains the whole agreement between the parties relating to the Services and replaces all previous agreements between the parties relating to that subject matter.

**26. Law**

This Contract is governed by English law and subject to the jurisdiction of the English Courts.

**27. Costs**

Each party will pay its own costs for preparing and carrying out this Contract.

**28. London Living Wage**

The Service Provider acknowledges and agrees to ensure that the London Living Wage be paid to anyone who is required to discharge contractual obligations in the provision of the services so its employees and the employees of its subcontractors engaged be paid an hourly wage (or equivalent of an hourly wage) equivalent to or greater than the London Living Wage.

The Service Provider also commits to implementing the annual London Living Wage uplift as announced by the Mayor of London.

Schedule A

Part 1 – Fees, Expenses and Payments

A fee of up to £30,000 (Thirty Thousand Pounds only) exclusive of any applicable VAT is payable for the contract services.

We request that all invoices are sent to us by you promptly but only once the conditions of payment as set out below have been met by you. You agree that any invoices under this Agreement not received by A New Direction by the expiry of 6 months after the end of your provision of the Services, will be waived by you **and will NOT be payable by A New Direction.**

The fee will be paid in the following 4 instalments:

Payment Schedule			
Instalment	Amount	Payment Conditions	Payment details
First	£  (inclusive of any applicable VAT)	1) Receipt of a signed copy of this Contract  2) Receipt of correctly completed invoice as approved by A New Direction in accordance with the Contract quoting Purchase Order Number ---  3) Receipt of completed Bank Details Form	Within 30 days of receipt of invoice and other conditions met  DUE: tbc
Second	£tbc (inclusive of any applicable VAT)	1) Receipt of correctly completed invoice as approved by A New Direction in accordance with the Contract quoting Purchase Order Number ---	Within 30 days of receipt of invoice and other conditions met.  DUE: tbc
Third	£tbc (inclusive of any applicable VAT)	1) Receipt of correctly completed invoice as approved by A New Direction in accordance with the Contract quoting Purchase Order Number ---	Within 30 days of receipt of invoice and other conditions met.  DUE: tbc
Final	£tbc (inclusive of any applicable VAT)	1) Receipt of correctly completed invoice as approved by A New Direction in accordance with the	Within 30 days of receipt of invoice and other conditions met.

		Contract quoting Purchase Order Number >>>  3) Completion of 60 Days	DUE: tbc
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**Part 2 – The Services**

This will be populated with the tender brief above

**Part 3 – The Parties’ Representatives**

**A New Direction**

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Steve Moffitt, Chief Executive Officer

A New Direction

Third Floor

>>>>>>

20 -26 Brunswick Place

London

N1 6DZ

020 8536 5380

Please note if you have any queries relating to this Service Contract please email [ambreen.hussain@anewdirection.org.uk](mailto:ambreen.hussain@anewdirection.org.uk)

**Both A New Direction and the Service Provider agree that they are bound by the terms detailed above in the Terms and Conditions and attached Schedules**

Signed on behalf of

Signed

**A New Direction London Limited**

>>>>>>>>

By:

By:

(Signature of authorised representative)

(Signature of authorised person)

(Name of authorised representative)

[Name of authorised person (please  
print)]

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date