

BATH FESTIVALS DRAFT CONTRACT 20112014 (Draft 1)

For consideration by O&S Panel 9 November 2010

AGREEMENT FOR SERVICES
1 April 2011- 31 March 2014

BETWEEN

BATH & NORTH EAST SOMERSET COUNCIL

AND

BATH FESTIVALS Ltd
A Company Limited by Guarantee and registered as a Charity no.801617

DATED: 1 April 2011

**DOCUMENT (A): STANDARD TERMS AND CONDITIONS GOVERNING
PROVISION OF THE SERVICES**

Draft 1	August 2010
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DOCUMENT (A): STANDARD TERMS AND CONDITIONS GOVERNING PROVISION OF THE SERVICE(S)

1. Recitals

- 1.1. (a) The Council has set certain strategic objectives for arts development. The Council has agreed that Bath Festivals Ltd (hereafter 'the Organisation') shall, in return for a contract fee, provide services in a manner which will assist the Council in meeting its strategic objectives.
- (b) The Council will agree specific targets and criteria which shall be met by the Organisation in return for payment of the contract fee.
- 1.2 The Council and the Organisation have agreed to enter into this Agreement for the supply of provider services relating to:
- (a) Bath International Music Festival
 - (b) Bath Literature Festival
 - (c) Year-round Education programme
- 1.3 The Organisation shall be required to work in partnership with Future Bath Plus, Bath Tourism Plus, Bath Area Cultural Forum, and other festivals and cultural organisations, to contribute to provision of: Year-round programme of cultural festivals, events and activities
Joint box office
A single 'what's on' website
- 1.4 The Organisation shall ensure that it provides its services to the Council under this Agreement in accordance with the Council's Vision and Values and addresses the Council's Strategic Objectives as provided to the Organisation from time to time.
- 1.5 The Organisation shall operate within the strategic policy framework developed by the Council and notified to the Organisation from time to time.

2. Definitions

- 2.1 The following terms shall have the following meanings:
- (a) "Council" shall mean Bath & North East Somerset Council and "Organisation" shall mean Bath Festivals Ltd.
 - (b) "Commencement Date" means 1st April 2011.

- (c) “Service Users” means any member of the public or body who uses and/or benefits from the Services provided by the Organisation.
- (d) “Link Officer” means the Senior Arts Development Officer.
- (e) “Board” means the Board of Directors of the Organisation.
- (f) “the Term” means **1/4/11 to 31/3/14** as detailed in clause 3 and Document B 2.2.1.1
- (g) “Nominated Officer” means the Chief Executive of the Organisation.
- (h) “Staff” means employees of the Organisation.
- (i) “Volunteers” means volunteer workers working for the Organisation.
- (j) “Contract Fee” means the contract sum as detailed in Schedule 2 of Document B.
- (k) “Premises” shall mean those occupied by the Organisation as agreed by the Council.

2.2. Except where the context requires otherwise the singular includes the plural and vice versa; reference to one gender includes all genders; words denoting persons include firms and corporations and vice versa.

2.3. Headings are included in this Agreement for ease of reference only and shall not affect interpretation or construction.

2.4. References to clauses and Schedules are, unless otherwise provided, references to clauses and Schedules of this Contract.

2.5. The words “include” or “including” shall be construed without limitation to the words following.

3. Appointment, Duration, Variation and Extension

3.1. The Council appoints the Organisation to provide services on behalf of the Council as herein stated.

3.2. The Organisation is required to allow one member of the Council as determined by the Council to sit on its Board for the duration of this Agreement.

3.3. In consideration of the payment of the Contract Fee by the Council the Organisation agrees to provide and supply the Services to the Council upon the terms and conditions of this Agreement.

- 3.4. The Services shall commence on the Commencement Date and shall continue until the expiry of the Term, subject to earlier termination as provided in these terms and conditions.
- 3.5. The Council reserves the right to vary on 3 months written notice to the Organisation the extent, character, nature and volume of the Services that the Council requires either in line with the Organisation's Business Plan for each financial year falling in whole or in part during the term of this Contract and/or in exceptional financial circumstances, as determined by the Council, to deal with the budgetary constraints of the Council. Any changes to the Services shall be incorporated into an addendum to Schedule 2 (which, for the avoidance of doubt, shall stipulate any consequential change, if any, to the Contract Fee payable in respect of such Services) and signed on behalf of the Council and the Organisation and shall be performed in accordance with and subject to the terms and conditions of this Agreement.

4. Responsibilities of the Organisation

4.1 General Responsibilities

- (a) In consideration of the Contract Fee specified in the Agreement for Services the Organisation agrees to provide the service(s) on behalf of the Council in accordance and compliance with the terms and conditions of contract and Schedule 2.1 of the Schedules of Service(s) attached at document B.
- (b) The Organisation is deemed to have knowledge of the Council's Equalities Policy, eligibility criteria and conditions of funding for the voluntary sector (details of which can be supplied on request) and will comply with the same at all times whilst undertaking its obligations under this Agreement.
- (c) The Organisation shall comply with any Act of Parliament any statutory instrument, rule or order made under any Act of Parliament relevant to the delivery of these services and shall indemnify the Council accordingly when a breach of this requirement occurs.
- (d) The Organisation shall appoint a Nominated Officer authorised to act as a first point of contact between the Council and the Organisation and to be responsible for ensuring the obligations of the Organisation are fulfilled.
- (e) The Organisation shall invite the Link Officer, and/or other officers nominated by and agreed with the Link Officer, to attend all meetings of the Board as a non-voting observer. It is recognised that there may be circumstances, as determined by the Board, which require that Council observers be excluded.
- (f) The Organisation is required to prepare a three-year business plan and submit the same to the Council on an annual basis for consultation and agreement. The business plan shall be provided in a format to be agreed by the Council; shall incorporate a detailed monthly cash-flow forecast for the coming year;

and will form the basis for discussion and agreement by the Council of the Contract Fee payable by the Council to the Organisation.

4.2. **Quality Management**

- (a) To ensure the effective monitoring of the nature and quality of services provided by keeping written records of services undertaken, to be specified by the Council, which must be produced for the Council if requested.
- (b) To co-operate with the Council's Inspection, Monitoring and Evaluation procedures as outlined in the Schedule of Service.

4.3. **Consultation**

- (a) To consult with service users in order to take into account their views in the planning and development of services.
- (b) To consult with any relevant organisations, groups or individuals as specified in the Organisation's equal opportunities policy affected by, or eligible to receive, services from the Organisation.
- (c) To provide written details to the Council of the steps taken to consult on the appropriateness, effectiveness and quality of the service offered, the responses received and of any action taken by the Organisation as a consequence.

4.4. **Confidentiality**

- (a) To ensure that written systems exist at all times to maintain the integrity and confidentiality of all information held or known in respect of the Organisation's past or present service users and of any other information which the Council may from time to time specify and where appropriate to ensure compliance with the Data Protection Act 1998 and all related legislation, regulations and orders.
- (b) To allow service users access to their own personal files or any other written information kept in respect of them.
- (c) The Organisation shall not except with the prior written consent of the Council or as may be required by law whether during the Contract period or any other time thereafter make use of for its own purposes or disclose to any person any documents, papers, etc. prepared exclusively for the Council or any confidential information to the Contract or the business affairs of the Council all of which shall be deemed to be confidential to the Council.
- (d) The Organisation shall not and shall ensure that its employees do not during the Agreement unless necessary for the performance of the Agreement which is to be agreed in advance with the Link Officer or any time thereafter divulge to any third party any confidential information including but not limited to any trade secrets business information and employee personal data concerning the

Council which comes into its possession in the course of performing the services or make use for its own purposes of such information.

- (e) The Organisation shall indemnify the Council against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach of non-observance of this condition.

4.5 **Health and Safety**

- (a) To comply at all times with the requirements of the Health and Safety at Work Act 1974, etc, as amended and other health and safety legislation regulations or orders and in particular;
- (b) To consult in writing with staff, volunteers and the Council to provide a safe working environment and work systems, having regard to the needs of Disabled People.

4.6 **Insurance**

- (a) The Organisation shall be liable for and shall indemnify the Council against any expense liability loss claim or proceedings whatsoever arising under this Agreement, any statute or at common law in respect of personal injury to or death of any person or damage to any property whatsoever arising out of or in the course of or caused by the provision of the services in accordance with this Agreement unless due to any act or neglect of the Council or any person for whom the Council is responsible.
- (b) The Organisation shall maintain such insurances as are necessary to cover its liabilities (to the sum of no less than £5,000,000 for each individual public liability claim) together with compulsory insurance under the Employers Liability (Compulsory Insurance) Act 1969 and if required to do so produce documentary evidence that such insurances are maintained.
- (c) Neither party shall be liable in respect of any loss or damage arising out of or caused by any act of Government, storm, tempest, riot not enemy action (whether or not a formal declaration of war has been made, given or received), nuclear risk or contamination, strike or lockout or other industrial action other than by any employees of the Organisation (whether official or not), Act of God or any other event which is in the reasonable opinion of the Council outside their control and outside the control of the Organisation
- (d) Evidence of the insurance policies required pursuant to clause 4.6(b) shall be provided to the Council if required by the Link Officer within 10 working days of the Commencement date and within 20 working days of renewal of such policies.
- (e) The Council reserves the right to require the Organisation to increase the insurance cover detailed in 4.6(b) should the Link Officer believe on reasonable grounds it is necessary to do so.

4.7 **Personnel Management**

To have in place written policies approved by the Council on personnel matters for both staff and volunteers. These should include appropriate arrangements for fair recruitment and selection, training and development, and the issuing of contracts of employment to include disciplinary and grievance procedures.

4.8 **Financial Management**

- (a) To put in place written arrangements for the management of all financial matters and to maintain proper banking and accounting procedures in respect of funds held for or on behalf of the service and its service users. These arrangements will be subject to review and agreement by the Council.
- (b) To ensure that it pays a fair market price for all goods and services which it purchases, and that Board members and staff declare any conflict of interest when selecting a supplier for the Organisation.
- (c) To provide the Council with:
 - On an annual basis:
 - (i) Before the start of each financial year to provide the Council with a three-year business plan incorporating a detailed cash-flow forecast for each year
 - (ii) Within six months of the end of each financial year to provide the Council with annual reports and audited/independently inspected accounts
 - On a monthly basis:
 - (i) Monthly management accounts and updated cash-flow forecasts
- (d) To provide the Council with any other financial information that the Council requires, with reasonable notice, and to allow reasonable inspection of financial records and minute books by officers of the Council if requested, with adequate notice in writing.
- (e) To acknowledge the Council's financial support in the Annual Accounts, Reports and on material used for publicity purposes.
- (f) To notify the Council if for any reason the services as specified cannot be or are not provided. The Contract Fee will then be reviewed and reduced by the Council to reflect to level of service actually provided.

4.9 **Charging Policies**

To operate any charging policies in line with Council guidelines for this type of service, to inform the Council of the level of charges made and receive their written agreement and to notify the Council of any proposed changes to which

the Council's written agreement must be forthcoming before such changes become effective.

4.10 **Complaints Procedure**

To establish a written Complaints Procedure within six months of the commencement of the Agreement acceptable to the Council and within the same six month period to promote the procedure to all service users and in default thereof to accept the Council's Complaints Procedure.

5. **Responsibilities of the Council**

5.1 **Link Officer**

To appoint a Link Officer to act as a first point of contact between the Council and the Organisation to offer advice and guidance as appropriate and to ensure the satisfactory operation of the Agreement on behalf of the Council as more particularly and specifically detailed in Schedule 2.2 of the Schedules of Service(s) attached as document B.

5.2 **Financial Arrangements**

- (a) To pay the Contract Fee provided for in this Agreement in compliance with the terms of the schedule 2.2.1 in Document B of this Agreement.
- (b) To pay the Contract sum on a monthly basis based upon invoices to be provided by the Organisation in order to accommodate the Organisation's cash flow requirements. The monthly profile of payments will be agreed between the Council and the Organisation before the start of each financial year.
- (c) The Contract Fee for **years two and three** will be reviewed by the Council in the context of the Council's available budget, progress made by the Organisation against targets set for the Organisation, and co-operative working and contribution to the Council's overall objectives as set out in the schedules to this Agreement. If any review results in a change in funding this change shall be notified by the Council to the Organisation at the latest by the 31st March of the preceding financial year to the year for which the change in funding shall apply and take effect, having consulted the Organisation over any such proposed changes during the Council's financial plan cycle.

5.3 **Arrangements for Monitoring the Agreement**

- (a) To organise and lead monthly monitoring meetings which will cover all aspects of the operation of the Agreement.
- (b) Monitoring will include monitoring of services provided with reference to the Schedule 2.2 of the Schedules of Service(s), including proposals for service development, financial information, information about the management of the services provision and service user consultation and involvement.

6. Amendment of Clauses

Any of the terms of this Agreement may be amended in writing by mutual consent of both parties.

7. Notifications of Changes

Any amendments, alterations, postponements to or cancellation of the service may be agreed at any time in writing by mutual consent of both parties.

8. Review Procedure

- 8.1 If either party requires a review of any aspect of this Agreement then such a review shall take place at the earliest practicable opportunity upon written notice being given specifying the terms of the review by one party to the other. In any event, an annual review shall take place on a date and at a venue to be agreed between the parties.

- 8.2 Membership of the Review meetings will include representatives of the Organisation and the Council.

9. Conciliation and Arbitration

- 9.1 The parties undertake to discuss any disputes or differences which arise in the course of the Agreement without delay and so far as they are reasonably able to do so shall resolve those differences as amicably as possible.

- 9.2 In the event that both parties cannot resolve any dispute or difference appertaining to the Agreement the matter(s) shall be referred to an arbitrator to be agreed upon by the parties or in default of such agreement be nominated by the President of the Chartered Institute of Arbitrators or a person appointed by him on an application to the Institute by either party.

- 9.3 An arbitrator shall be entitled to make such decision or award as he thinks just and equitable having regard to the circumstance then existing the cost of such arbitration to follow the event or in the event of neither party succeeding to be appointed between the parties by the arbitrator in such proportion as he in his absolute discretion thinks fit.

- 9.4 Any award or decision of such arbitrator shall be final and binding on the parties hereto.

10. Default and Termination

10.1 **Default**

In the event that the Organisation is in breach of its responsibilities and the Council considers it is possible to remedy such a breach, then the Council shall serve a notice on the Organisation to remedy the breach in such terms and in such times as set out in the Notice.

10.2 **Termination**

Any of the following events shall be deemed a fundamental breach of the Agreement by the Organisation which entitles the Council to terminate this Agreement immediately:

- (a) Breach of the Agreement which, in the opinion of the Council, is fundamental and not capable of remedy by the issue of a default notice.
- (b) Failure to comply with a notice to remedy a breach in accordance with clause 10.1 above.
- (c) Suffering an execution against its goods (usually in compliance with a court judgement) entering into an arrangement for the benefit of its creditors or having a receiver, manager or liquidator appointed or being the subject of an order for winding up (other than a members voluntary liquidation).
- (d) If the Organisation, its servants or agents, with or without its knowledge has:-
 - (i) offered, given or agreed to give any member or officer of the Council any gift or consideration of any kind; as an inducement or reward for doing or not doing anything in relation to the obtaining or carrying out of this Agreement or any other contract with the Council. This does not preclude the Organisation from inviting officers or members of the Council to attend events without charge, when the purpose of attendance is familiarisation with or monitoring of the work of the Organisation; or
 - (ii) committed any offence under the Prevention of Corruption Acts 1889 – 1916 or given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
- (e) Assignment by the Organisation of any of its obligations without the prior written consent of the Council (such consent not to be unreasonably withheld).
- (f) The dissolution of the Organisation for whatever reason, during the continuance of this Agreement.
- (g) If the Council has good cause to believe on reasonable and verifiable grounds that the financial security of the Organisation has become affected or undermined to such an extent that it is reasonable to believe and the Council does believe that the Organisation has an imminent inability to continue the

provision of services under this Agreement, and the Organisation cannot satisfy the Council that such is not the case within 7 days.

(h) The Organisation fails to meet its obligations under the Companies or Charities Acts.

10.3 Without prejudice to the generality of the foregoing, this Agreement may be terminated by either party by notice in writing to the other party to expire not less than six months from the date of the Notice.

10.4 Any Notice to be served on either of the parties by the other shall be sent by prepaid recorded delivery or registered mail or delivered by hand and a receipt obtained to the addresses herein before mentioned.

11. Consequences of Termination

11.1 Upon such termination pursuant to clause 10.2 in addition to such consequences as are set out in other provisions of this Agreement the following shall apply:-

(a) The Organisation's appointment and authority to carry on under the terms of this Agreement shall immediately terminate and the Organisation shall forthwith cease to perform any of the Services or work specified in the Agreement and all paperwork, documents, records, design documents and records belonging to the Council but being in the possession of the Organisation shall immediately be returned to the Council. No payment shall be made by the Council until this clause has been fully complied with by the Organisation.

(b) The Council shall be under no obligation to make any further payment to the Organisation and shall be entitled to retain in its hands any payment which may have fallen due to the Organisation before termination until the Organisation has paid in full to the Council all sums reasonably and properly due under this Agreement or to deduct therefrom any sums due from the Organisation to the Council under the Agreement.

(c) The Organisation shall fully and promptly indemnify the Council in respect of the cost of causing to be performed the services and/or work detailed within the Contract documentation as would have been performed by the Organisation during the remainder of the Agreement to the extent that such cost should not exceed the residual value of the Agreement payments made to the Organisation together with any unutilised Organisation reserves. The Council shall be at liberty to have such completion of the Contract provided by any person (whether or not servants of the Council) as the Council shall in its entire discretion think fit.

(d) On payment by the Council of all outstanding fees the Council shall be entitled to make full use of all paperwork, drawings, records, design reports or other documents prepared by the Organisation in accordance with and for use under

the Contract but only for the purpose for which they were prepared and with the permission of the Organisation. This right does not extend to intellectual property rights such as the titles Bath Festivals Ltd, Bath Literature Festival, Bath International Music Festival, Bath Festival of Children's Literature, Bath Festivals Box Office, and any other title attached to the Organisation's directly promoted activities which are already established and acknowledged, unless with the permission of the Organisation.

(e) The Council shall be entitled to a refund of payments made to the Organisation and the Organisation shall forthwith pay to the Council either:-

- (i) a sum equivalent to a pro rata refund of the Contract Fee proportionate to the unexpired period for which the Contract Fee or the particular instalment thereon was paid; OR
- (ii) the actual unspent Contract Fee

whichever sum shall be the greater, excepting that such a refund shall be less the Organisation's reasonable and relevant winding down costs and any payments such as relevant rent advances it has had to make in advance. Such deductions shall be permitted if appropriate, provable and agreed in advance in writing with the Council.

12. Trade Union Recognition

12.1 The Organisation shall use all reasonable endeavours to observe good industrial relations practices in all its dealings with its employees and volunteers. Any arrangements with trade unions shall be treated as a local issue between the Organisation and its employees.

12.2 However, the Organisation shall advise the Council of any potential or actual dispute with its employees or volunteers (individually or collectively).

13. Sub Contracting and Assignment

None of the services for which funding is provided may be sub contracted or assigned by the Organisation unless agreed in advance in writing by the Link Officer or the nominated representative. If a sub contractor is appointed or the services assigned in whole or in part by the Organisation, then the Council shall be entitled to terminate the Agreement forthwith.

14. Severance

14.1 In the event that any term, condition, provision or clause of this Agreement shall be nullified or made void by any statute, regulation or order or by the decision or order of any Court having jurisdiction, the remaining terms, conditions and provisions shall remain in full force and effect.

15. Alternative Organisation

- 15.1 The Council reserves the right, without incurring liability to the Organisation, to use an alternative Organisation to provide an equivalent service during the currency of this Agreement at any time in any of the following circumstances:-
- (a) The Organisation's inability to provide the service for any reason outside the control of the Council, OR
 - (b) The Organisation's inability to provide the service in accordance with the funding arrangements of this Agreement.

16. Notices

- 16.1. All notices and communications shall be in writing.
- 16.2. Any formal notice sent to the Organisation shall be sufficient if sent by first class mail to an address notified to the Council for the purpose or to the address of the Organisation last known to the Council. (Any such notice shall also be sent to the Council's Commissioning/Funding Directorate).

17. Publicity and Promotion

The Organisation shall comply fully with all reasonable directions issued by the Council with regard to any publicity and for promotion in any medium in connection with the provision of the services. Guidelines setting out the Council's expectations for acknowledgement of funding are issued to all organisations

18. General Variation

- 18.1 Without prejudice to clause 3.5 above variation of this Agreement and the Agreement Documentation in whole or in part can take place if the parties jointly agree in writing. Any such variation may exist for the whole, or in just part, of the duration of this Agreement.
- 18.2 Any number of variations may be agreed between the parties throughout the duration of this Agreement.

19. Contracts (Rights of Third Parties) Act 1999

It is agreed between the parties that nothing contained in the Agreement documentation or implied shall give or be construed as giving any rights privileges powers or enforceability other than to the specific parties executing

this Agreement and their successors (if any) as defined herein and the provisions of the Contracts (rights of Third Parties Act 1999) and any benefits or rights which could arise therefrom are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights or enforcement in respect of any matter herein contained.

20. Data Protection

20.1 The Organisation acknowledges that any Council Data and all rights of whatever nature in and/or in relation to it shall at all times be and remain the sole property of Council and Council hereby reserves all Rights which may subsist in any Council Data. The Organisation shall not delete or remove any copyright notices contained within or relating to any Council Data.

20.2. The Organisation and the Council shall each take reasonable precautions (having regard to the nature of their other respective obligations under this agreement) to preserve the integrity of the Council Data and to prevent any corruption or loss of the Council Data.

20.3 As part of the Services the Organisation shall:

20.3.1 take such steps as are necessary to ensure that, in the event of any corruption or loss of any Council Data howsoever caused, it is in a position to restore or procure the restoration of the Council Data; and

20.3.2 at the request of the Council in the event of any corruption or loss of any Council Data and without prejudice to any other remedies that may be available to it either under the Contract or otherwise, restore or procure the restoration of the Council Data to its state immediately prior to the said corruption or loss.

20.4 The Organisation's attention is hereby drawn to the Data Protection Acts 1984 and 1998 and to Directive 95/46/EC of the European Parliament and any regulations implementing it (all referred to together as the "Data Protection Requirements").

20.5 The Organisation and the Council each warrant that they will each duly observe all their obligations under the Data Protection Requirements which arise in connection with the Services, Customer Data and Confidential Information.

20.6 In particular and without limitation the Organisation shall, in respect of any Council data held by the Organisation:-

20.6.1 act only on instructions from the Council as data controller, take appropriate technical and organisational measures against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, any personal data;

20.6.2 not transfer any personal data outside the countries of the European Economic Area without and only to the extent of any express written consent of the relevant data subject and the Council which may be refused at the Council's sole discretion; and

20.6.3 in particular, as required by Schedule 1, Part II of the Data Protection Act 1998, the Organisation shall:

20.6.3.1 only carry out processing (as defined by the Data Protection Act 1998) on the Council's instructions; and

20.6.3.2 comply with the obligations set out in the seventh principle of Schedule 1 in respect of all processing carried out on behalf of the Council.

20.7 The provisions of this clause shall apply during the continuation of this Agreement and indefinitely after its expiry or termination.

21. Freedom of Information

21.1 The Organisation acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 and shall assist and cooperate with the Council (at the Organisation's expense) to enable the Council to comply with these information disclosure requirements.

21.3 The Council shall be responsible for determining at its absolute discretion whether the Commercially Sensitive Information and/or any other information:

21.3.1 is exempt from disclosure in accordance with the provisions of the Freedom of Information Act 2000 or the Environmental Information Regulations;

21.3.2 is to be disclosed in response to a Request for Information.

21.4 The Organisation acknowledges that the Council may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of Freedom of Information Act 2000, November 2004) be obliged under the Freedom of Information Act 2000 or the Environmental Information Regulations to disclose information:

21.4.1 without consulting with the Organisation, or

21.4.2 following consultation with the Organisation and having taken its views into account.

21.5 The Organisation shall ensure that information produced in the course of this Agreement or relating to this Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

21.6 The Organisation acknowledges that any lists or schedules provided by it outlining Confidential Information are of indicative value only and that the Council may nevertheless be obliged to disclose Confidential Information in accordance with Clause 21.4.

22. VAT

All Contract Fees for Services rendered to this Agreement are exclusive of VAT, which the Council shall be liable to pay in addition to the Contract Fees on receipt of a VAT invoice from the Organisation. If any VAT shall be payable in respect of any supply made by the Council to the Organisation the Organisation shall pay the same to the Council upon the issue by the Council of the relevant VAT invoice.

23. Control of the Agreement

The Organisation shall throughout the term of this Agreement co-operate with the Council's Overview & Scrutiny procedures (as the same shall be notified to the Organisation from time to time) and, without prejudice to the generality of the foregoing words, shall attend such meetings with the Council or the Council's Overview & Scrutiny Committee as the Council shall reasonably require and upon reasonable prior notice.

24. Premises

24.1 The Council shall grant to the Organisation a lease for offices in Abbey Chambers with effect from the Commencement Date and for the period of the Lease Term.

24.2 Without prejudice to the terms of the Lease, the Council undertakes to recognise within its accounts the value of the rent payable under the lease that would otherwise be payable to the Council by the Organisation. This represents a notional payment to the Organisation and shall only be payable while the Organisation is in occupation of the Premises. The Organisation will pay separately any other charges due under the lease to occupy the premises

25. Equal Opportunities

25.1 In providing the Services, the Organisation shall follow best professional practice in relation to equal opportunities and discrimination and shall comply with the Council's written policy on such matters, from time to

time applicable, and with all laws, regulation and guidance from time to time applicable in such regard.

25.2 The Organisation shall provide such information and documentation to the Council as the Council may reasonably require from time to time for the purposes of assessing the Organisation's compliance with its obligations under clause 25.1.

25.3 The Organisation shall monitor the effectiveness of the policy and upon request of the Council shall provide written details to the Council of the policy and its effective monitoring.

26. Suspension of Obligations Under This Agreement

26.1 Either party shall be in breach of this Agreement if there is any total or partial failure of performance by its duties and obligations under this Contract occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, prevention from or hindrance in obtaining any raw materials, energy or other supplies, labour disputes of whatever nature and any other reason beyond the control of either party. If either party is unable to perform its duties and obligations under the Agreement as a direct result of the effect of one of these reasons that party will give written notice to the other of the inability stating the reason in question. The operation of this Agreement shall be suspended during the period (and only during the period) in which the reason continues. Forthwith and upon the reason ceasing to exist the party relying upon it shall give written evidence to the other of this fact. If the reason continues for a period of more than ninety days and substantially affects the commercial basis of this Agreement the party not claiming relief under this Clause shall have the right to terminate this Agreement upon giving thirty days written notice of such termination to the other party.

26.2 Where any error in the Contract Documents becomes apparent or there is a material change in the circumstances of the services which are rendered under this Agreement the Link Officer may authorise such variation to the Contract Documents as shall be necessary to correct such error or reflect any change so as to ensure the proper performance of the services and or work and the Organisation shall comply with such variation as if it had been originally included in the Contract Documents.

26.3 In the event of any ambiguity or inconsistency in the Agreement the Link Officer and the Nominated Officer of the Organisation shall use all reasonable endeavours to resolve the ambiguity or inconsistency.

27. Contact with the Press

27.1 Unless specifically authorised to do so by either party the Council and / or the Organisation must not make any comments to the media about any matter relating to the terms of this Agreement. An agreed press release confirming

the Organisation's appointment under this Agreement and the role of the Council will be issued at the Commencement Date if required.

27.2 Unless otherwise agreed by the Link Officer, all media enquiries in relation to this Contract are to be discussed and agreed jointly between the Link Officer and the Nominated Officer before a response is made to the media.

28. Applicable Law

This Agreement shall be construed applied and interpreted in all respects in accordance with the laws of England as in force from time to time.

29. Entire Agreement

This Agreement shall constitute the whole of the terms agreed between the parties hereto in respect of the subject matter of this Agreement provided that nothing in this clause shall limit the party's liability for fraudulent misrepresentation.

30. Waiver

Unless otherwise agreed in writing, no failure by either party to exercise any right or remedy available to it hereunder nor any delay so to exercise any such right to remedy shall operate as a waiver of it nor shall any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy.

AGREEMENT FOR SERVICES

1 April 2011-31 March 2014

BETWEEN

BATH & NORTH EAST SOMERSET COUNCIL

AND

Bath Festivals Ltd

A Company Limited by Guarantee and registered as a Charity no. 801617

Dated: 1 April 2011

DOCUMENT (B): SCHEDULES OF SERVICE (S)

Draft 1	August 2010
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SCHEDULE 1: LEGAL AND POLICY FRAMEWORK

Bath Festivals Ltd (also referred to as 'the Organisation') is a company limited by guarantee and registered as a charity formed for the objects specified in its Memorandum and Articles of Association.

This Agreement specifies the basis on which the Council pays a Contract Fee to Bath Festivals Ltd in order to obtain a range of services which contribute to the delivery of the Council's Corporate Objectives, Sustainable Community Strategy, Cultural Strategy, and service strategies (including those for Economic Development, Arts Development, Bath Tourism Plus, and others).

SCHEDULE 2: RESPONSIBILITIES OF THE ORGANISATION AND THE COUNCIL

2.1 RESPONSIBILITIES OF THE ORGANISATION

2.1.1 PROVISION OF THE SERVICE

1. Title of the Service:
Bath International Music Festival
Bath Literature Festival
Year-round Education programme
2. User group for whom the Service will be provided:
All residents and communities of Bath and North East Somerset
Visitors to Bath and North East Somerset and the surrounding area

3. Aim of the Service:

To contribute to, support, and assist in the development of a year-round programme of cultural and artistic activities across the district **sub-clause deleted here** that shall meet and/or be consistent with **the Bath and North East Somerset Sustainable Community Strategy and Bath & North East Somerset Council's Corporate Priorities:**

<p>Bath & North East Somerset Council Corporate Priorities to which Bath Festivals Ltd is required to contribute</p>	
<p>Transport & public spaces Making it easier to get around by improving transport; creating public spaces that we can all enjoy</p> <p>Same as current contract but wording slightly changed</p>	<p>Utilise a wide range of arts and cultural venues, other venues, community spaces, open spaces, and public spaces for the presentation of festivals and events</p> <p>Animate and enhance open and public spaces through the promotion and presentation of festivals and events, thereby encouraging use of and engagement with the public realm</p>
<p>Feeling safer Creating a place where everyone feels safer from crime</p> <p>Same as current contract but wording slightly changed</p>	<p>Maximise the opportunity for the people of Bath and North East Somerset, and for visitors to the area, to benefit from festivals and events by means of diverse programming, targeted marketing, appropriate pricing, and accessible venues</p> <p>Respond to the changing needs and demands of the local community, and develop services accordingly</p> <p>Encourage the people of Bath and North East Somerset to come together to participate in cultural and artistic activities, festivals and events</p>
<p>Better lives for young people Making sure that all children and young people have the best possible chances in life</p>	<p>Provide learning and participation opportunities for young people</p> <p>Provide volunteering opportunities for young people</p>

<p>Same as current contract but wording slightly changed</p>	
<p>Sustainable growth Thinking to the future: developing ambitious plans for the whole area and keeping our economy strong while looking after our environment and community</p> <p>Same as current contract but wording slightly changed</p>	<p>Develop and present a programme of high quality cultural and artistic activities, festivals and events, showcasing the work of local, national, and international artists</p> <p>Promote innovation and creativity in the arts, cultural and creative industries in Bath and North East Somerset</p> <p>Support and raise the profile of locally-based arts organisations and artists</p> <p>Enhance the reputation and image of Bath and North East Somerset locally, nationally and internationally</p> <p>Strengthen the economy of Bath and North East Somerset by attracting visitors to the area</p>
<p>Independence for older people Providing services and opportunities that will help older people to live healthy, fulfilling and independent lives</p>	<p>Provide learning and participation opportunities for older people</p> <p>Provide volunteering opportunities for older people</p>

4. Brief description of the Service to be provided (specific elements may change, subject to agreement at the Annual Monitoring Review):

Bath International Music Festival
Varied programme of high quality events with a wide range of appeal
Participatory events and activities
Events and projects for and with young people

Bath Literature Festival
Varied programme of high quality events with a wide range of appeal
Participatory events and activities
Events and projects for and with young people

Year-round Education programme
Year-round programme for **all age-groups to enhance and support** Bath International Music Festival

Year-round programme for **all age-groups to enhance and support** Bath Literature Festival
Advocacy and leadership for joint education activity between cultural organisations

5. Geographical area covered by the Service:

The Service is required to cover all of Bath and North East Somerset. The Organisation **is required to ensure** delivery of services to areas which are socially deprived in terms of being rurally isolated or having high levels of poverty and unemployment, *sub-clause deleted here in fulfilment of the aims of Bath & North East Somerset Council's Arts Development Strategy 2011-2014.*

6. Accountability of the Service:

The Organisation will ensure that all Board Director positions, including the Chair, are advertised publicly in the appropriate media, and are recruited through a transparent and accountable process.

2.1.2 DETAILED BREAKDOWN OF ESTIMATED EXPENDITURE FOR SERVICE

To be noted and agreed annually as part of the Organisation's Business Plan.

2.1.3 DETAILED BREAKDOWN FOR PROJECTED INCOME FOR SERVICE

To be noted and agreed annually as part of the Organisation's Business Plan.

2.1.4 SERVICE VALUES

The Council believes that arts and cultural activity enhances the social, economic and cultural life of the individual, the community and the area. Arts and culture are vital ingredients in the creation of a healthy and dynamic living environment, and in sustaining a high quality of life for both residents and visitors. The Council's support for arts and cultural activity in the area

(through funding to voluntary sector arts and cultural organisations) builds and maintains the reputation of Bath and North East Somerset as a creative, innovative and contemporary place.

To realise its ambitions for cultural and arts development, the Council has developed a Cultural Strategy (supported by an external body, the Bath Area Cultural Forum) which is linked to the Sustainable Community Strategy. The Council also has an Arts Development Strategy 2011-2014. The Arts Development Strategy 2011-2014 states:

The Council's Vision is 'Making Bath & North East Somerset an even better place to live, work and visit'. It is recognised that the arts contribute significantly to quality of life in the district.

Bath & North East Somerset Council believes that participation in arts activity brings personal and social benefits. The Council defines participation as: taking part, volunteering, developing an individual skill or talent, and sharing an experience with others.

During the period 2011-14 the Council will respond to the pressure upon public sector finance by prioritising funding to arts activities which

- provide greatest impact for least cost to the most people
- address the 'narrowing the gap' principle
- specifically work with or benefit people who are disadvantaged or have difficulty in accessing arts activities
- contribute practically to improving the life of the district, as set out in the themes of the Sustainable Community Strategy

The Council has three strategic priorities for arts development, each with three strands:

Narrowing the Gap

Cultural Diversity
Widening Participation
Participation by Children and Young People

Health, Mental Health and Wellbeing

Arts and Health Projects
Work with Older Residents
Building Stronger, Safer Communities

Organisational Development

Improving Governance
Fitness for Purpose
Understanding Audiences

The Organisation makes a vital contribution to arts and cultural development in Bath and North East Somerset. It is also a major contributor to tourism and to economic development. This Agreement will enable the Organisation to continue to grow and to play an even greater part in the cultural, economic

and educational life of the area, through its contribution to the **three** strategic priorities of the Arts Development Strategy **2011-2014**.

2.1.5 COMMON STANDARDS OF SERVICE REQUIRED

The work of the Organisation shall be delivered within the strategic context of the relevant Council strategies referred to in 'Schedule 1: Legal and Policy Framework'.

In particular the Organisation agrees to contribute, through the services described in the Agreement, and throughout the duration of the Agreement, to achieving the aims and objectives of Bath & North East Somerset Council's Cultural Strategy and Arts Development Strategy **2011-2014** referred to in (2.1.4).

The Organisation also agrees to supply the same performance indicator data that is required of all voluntary arts organisations funded by Bath & North East Somerset Council (see Appendix 3 – Performance Indicators).

2.1.6 SPECIFIC STANDARDS FOR THE SERVICE

The Organisation agrees to maintain specific standards consistent with the Council's Corporate Improvement Priorities throughout the duration of the Agreement.

See Appendix 1 – Service Standards.

2.1.7 SPECIFIC TARGETS OF THE SERVICE

The performance of the Organisation will be assessed in relation to specific targets throughout the duration of the Agreement (to be subject to review at each Annual Monitoring Review).

See Appendix 2 – Service Targets.

2.1.8 MONITORING OF VALUES, STANDARDS AND TARGETS



- 1.1 The Council's Link Officer and the Organisation's Chief Executive shall meet monthly, to monitor performance and **to agree and** plan developmental activity.
- 1.2 The Organisation shall report to the Council's Cabinet Member for Development and Major Projects annually at the Annual Monitoring Review on the performance of the Organisation. This report shall demonstrate how the services delivered under the terms of the Agreement meet the objectives of the Council.
- 1.3 There shall be an Annual Monitoring Review between both parties each October. This meeting shall be used to :
 - review and agree all targets for the year and coming years
 - review and agree financial planning and budget forecasts
 - agree on major changes to the services provided.
- 1.4 Should the Organisation be failing to meet standards and targets identified as key in 2.1.6 (Appendix 1) and 2.1.7 (Appendix 2) above, then the Council shall have the right at the Annual Monitoring Review to request an improvement in performance within an agreed timescale or a satisfactory explanation from the Organisation of why this is not possible.

2.2 ROLE AND RESPONSIBILITIES OF THE COUNCIL AND ITS LINK OFFICER

2.2.1 FINANCIAL PROVISION

1. The Council shall pay the following amounts to the Organisation (the Agreement Sum):

2011-12	£ xxx to be inserted
2012-13	£ xxx to be inserted
2013-14	£ xxx to be inserted

Funding for years two and three will be reviewed in October 2011 and October 2012 in the context of progress against targets, co-operative working and contribution to the Council's overall objectives.

2. Payment of the annual fee shall be administered by the Link Officer as delegated by the Strategic Director.

3. In addition the Organisation shall receive the following benefits from the Council, which will be recognised within the Council's accounts as additional, notional payments to the Organisation:

Payment of rent for occupation of Council-owned office premises

2011-12	£19,782 to be confirmed
2012-13	£19,782 to be confirmed
2013-14	£19,782 to be confirmed

Value of discount provided for room hires in Council-owned buildings

2011-12	£16,046 to be confirmed
2012-13	£16,046 to be confirmed
2013-14	£16,046 to be confirmed

4. The Agreement Sum referred to in 2.2.1/1 shall be payable with the addition of VAT unless otherwise determined by HM Customs.

2.2.2 ATTENDANCE AT EVENTS AND PROJECTS

1. The Link Officer will work with the Organisation to encourage Council Members to attend a wide range of the Organisation's festivals, events and projects, and to advise on how the Organisation may best communicate and promote its services to Members.
2. The Link Officer or other officer nominated by the Link Officer will attend selected events for monitoring purposes. To this end, the Organisation shall provide, without charge, tickets to specific events as agreed with the Link Officer.

2.2.3 PROVISION OF COUNCIL INFORMATION

The Link Officer will advise the Organisation of other nominated officers for the different Council services with which the Organisation needs to liaise in order to provide the services set out in the Agreement. These will include, but will not be limited to: Children's Services (Education, Youth Service); Heritage Services; Libraries; Planning Services; Highways and Transportation; Environmental Services; Economic Development; Development & Major Projects.

2.2.4 RELATIONSHIP WITH OTHER FESTIVALS AND CULTURAL ORGANISATIONS IN BATH AND NORTH EAST SOMERSET

The Organisation will facilitate positive working relationships between the Organisation, other festivals, arts and cultural organisations, and the Council, by means of:

- Development of effective partnerships and co-operation between the Organisation and other partner and stakeholder organisations, including but not limited to Bath Tourism Plus and Future Bath Plus
- Contributing to strategic initiatives such as Bath Area Cultural Forum, and to other working groups or such similar bodies as may be required to develop and support the work of the Organisation

2.2.5 USE OF COUNCIL BUILDINGS AND OPEN SPACES

1. The Council recognises that the Organisation will wish to present events in Bath & North East Somerset Council's historic buildings and open spaces.
2. The Organisation will develop and maintain positive working relationships with those Council services that are responsible for the historic buildings and open spaces that the Organisation wishes to use.
3. Provisional bookings for the two specific festivals shall be finally confirmed as follows:

Bath International Music Festival 2012 must be confirmed by 1 January 2012
Bath International Music Festival 2013 must be confirmed by 1 January 2013

Bath International Music Festival 2014 must be confirmed by 1 January 2014

Bath Literature Festival 2012 must be confirmed by 1 November 2011
Bath Literature Festival 2013 must be confirmed by 1 November 2012
Bath Literature Festival 2014 must be confirmed by 1 November 2013

Provisional bookings will be held in the name of the Council and may be cancelled at the discretion of the Council's Heritage Hospitality Manager or his/her appointed deputy.

4. The Organisation will operate within the terms and conditions of the Council's Heritage Services Room Hire Policy (2006). The discounts available to the Organisation referred to in 2.2.1/3 will be within these terms and conditions and will be clearly documented.

It will be a condition of discounted terms that:

- The Organisation acknowledges Bath & North East Somerset Council Heritage Services or its venue in an appropriate manner alongside other major supporters or sponsors
- The Organisation pays invoices raised by the Council for the use of its buildings and related services in accordance with the Council's standard terms, namely within 30 days.

2.2.6 USE OF HIGHWAYS AND OTHER PUBLIC SPACE

1. The Council recognises that the Organisation will wish to present events (including, but not limited to, parades, processions, street theatre, music performance) on and adjacent to the public highway and other public space which is the responsibility of Bath & North East Somerset Council.
2. The Organisation will develop and maintain positive working relationships with those Council services that are responsible for the highways and public space that the Organisation wishes to use.
3. The Council recognises the importance of the Organisation's promotion of festivals to enhance the area's image, to create positive first impressions to visitors, to communicate that Bath is a living city, to animate urban spaces, and to create an atmosphere of celebration at key points of the year. Forms of promotion may include, but will not be limited to, cross street banners, banners on street lighting standards, signs at entry-points to Bath and other appropriate areas, temporary public art, vertical banners on buildings, light projections on to buildings, flags, and information boards.

4. The Organisation will ensure that it follows and conforms to all relevant planning regulations, including planning permission, advertisement consent and listed building consent as may be required, and will ensure that it submits the required formal applications to the Council as local planning authority in good time to allow the proper discharge of the Council's statutory duties.

2.2.7 FUTURE AGREEMENTS

1. The Council will commence discussions with the Organisation regarding any future agreement for 2014-15 and beyond no later than 1 October 2012.
2. Any future agreement regarding the provision of the services covered by this Agreement may be subject to some degree of competition, consistent with the Council's aim to achieve Best Value in the procurement of services.

Until notified otherwise,

The Link Officer for the Council for this Agreement will be:

Ann Cullis
Senior Arts Development Officer

Bath & North East Somerset Council
Arts Development
Abbey Chambers, Kingston Buildings, off York Street, Bath BA1 1LT
Telephone: (01225) 396455
Email: ann_cullis@bathnes.gov.uk

The Director with overall responsibility for this Agreement will be:

Glen Chipp
Strategic Director, Service Delivery

Bath & North East Somerset Council
Customer Services
Riverside, Temple Street, Keynsham BS31 1LA
Telephone: (01225) 394567
Email: glen_chipp@bathnes.gov.uk

With delegated authority to:

David Lawrence
Divisional Director, Tourism Leisure & Culture

Bath & North East Somerset Council
Tourism Leisure & Culture
Abbey Chambers, Kingston Buildings, off York Street, Bath BA1 1LT
Telephone: (01225) 395385
Email: david_lawrence@bathnes.gov.uk

The Council's Cabinet Member with responsibility for this Agreement will be:

Councillor Terry Gazzard
Cabinet Member for Development and Major Projects

Bath & North East Somerset Council
The Guildhall, High Street, Bath BA1 5AW
Telephone: (01225) 477038 (PA to the Council Executive)
Email: terry_gazzard@bathnes.gov.uk

The nominated officer for the Organisation for this Agreement will be:

Belinda Kidd

Chief Executive

Bath Festivals Ltd

Abbey Chambers, Kingston Buildings, Bath BA1 1NT

Telephone: (01225) 462231

Email: belinda.kidd@bathfestivals.org.uk

APPENDICES

APPENDIX 1 – PERFORMANCE MONITORING – STANDARDS

Bath Festivals Ltd - Service Standards 2011-14

The whole of this appendix has been changed and differs from the 2009-11 contract

The contract requires the Organisation:

To contribute to, support, and assist in the development of a year-round programme of cultural and artistic activities across the district that shall meet and/or be consistent with the Bath and North East Somerset Sustainable Community Strategy and Bath & North East Somerset Council's Corporate Priorities

[DocB Schedule 2 - 2.1.1 (3)]

and

... to contribute, through the services described in the Agreement, and throughout the duration of the Agreement, to achieving the aims and objectives of Bath & North East Somerset Council's Cultural Strategy and Arts Development Strategy 2011-2014

[Doc B Schedule 2 – 2.1.5]

This Appendix 1 sets out:

A: Bath and North East Somerset Sustainable Community Strategy priorities

B: Bath & North East Somerset Council's Corporate Priorities

C: Arts Development Strategy 2011-2014 strategic priorities

Note: Cultural Strategy is currently being substantially revised, so it is not detailed here

A: Bath and North East Somerset Sustainable Community Strategy priorities

A: Bath and North East Somerset Sustainable Community Strategy priorities

Economic Development & Enterprise			
How cultural sector organisations contribute	How the Organisation contributes	Success measures (achieve standard)	Typical Reporting Evidence
<p>Supporting new and existing cultural and creative industries</p> <p>Promoting and developing tourism which generates income into the district from visitors and from businesses</p> <p>Promoting attractions, events and festivals effectively</p>	<p>Employ artists and arts organisations from the local area to perform in festivals and deliver educational activity</p> <p>Procure goods and services from local suppliers</p> <p>Promote festivals to customers and markets outside the district</p> <p>Market festivals as complementary to heritage tourism offer</p> <p>Use appropriate promotional methods to decorate venues and ensure that the festivals are visible</p>	<p>Positive feedback from artists and arts organisations</p> <p>Positive evaluation from service users/customers who have participated in activities</p> <p>Positive feedback from owners/managers of venues</p> <p>Positive feedback from Arts Council England and other funders and sponsors</p> <p>Note – promotion, decoration & visibility is harder to achieve because of the Council’s own planning regulations</p>	<p>Written feedback (letters, emails, audience questionnaires, online comments)</p> <p>Verbal feedback (at events, in meetings)</p> <p>Press & media coverage</p>

A: Bath and North East Somerset Sustainable Community Strategy priorities

Environmental Sustainability & Climate Change			
How cultural sector organisations contribute	How the Organisation contributes	Success measures (achieve standard)	Typical Reporting Evidence
<p>Ensuring any new-build cultural venues and facilities, or improvements to existing ones, are exemplary in sustainable design for low-carbon operation</p> <p>Using cultural projects to raise awareness of and debate sustainability issues</p> <p>Committing to responsible good practice in re-cycling, catering, and travel</p>	<p>Programme festivals content which addresses these themes, as appropriate</p> <p>Devise educational work which addresses these themes, as appropriate</p> <p>Procure re-cyclable paper products</p> <p>Minimise paper wastage by reducing print quantities</p> <p>Procure goods & services from local suppliers in order to minimise transportation</p> <p>Utilise the most environmentally sustainable forms of travel for both staff and artists/ performers</p>	<p>Positive feedback from artists and arts organisations</p> <p>Positive evaluation from service users/customers who have participated in activities</p> <p>Positive feedback from suppliers</p> <p>Quantitative reduction in print</p> <p>Positive feedback from Arts Council England and other funders and sponsors</p>	<p>Written feedback (letters, emails, audience questionnaires, online comments)</p> <p>Verbal feedback (at events, in meetings)</p> <p>Press & media coverage</p>

A: Bath and North East Somerset Sustainable Community Strategy priorities

Stronger Communities			
How cultural sector organisations contribute	How the Organisation contributes	Success measures (achieve standard)	Typical Reporting Evidence
<p>Building on the existing large-scale volunteering activity in the district</p> <p>Encouraging new participation in cultural activity</p> <p>Engaging people in developing and improving their communities through cultural projects</p>	<p>Maintain and preferably increase the number of volunteers</p> <p>Develop volunteering by young people under 25</p> <p>Train volunteers</p> <p>Implement appropriate promotional methods to engage non-attenders and infrequent attenders</p> <p>Deliver educational projects with communities across Bath and North East Somerset, using community venues and building on existing community activity</p>	<p>Positive feedback from volunteers</p> <p>Positive evaluation from service users/customers who have participated in activities</p> <p>Positive feedback from community-based organisations</p> <p>Positive feedback from Arts Council England and other funders and sponsors</p>	<p>Written feedback (letters, emails, audience questionnaires, online comments)</p> <p>Verbal feedback (at events, in meetings)</p> <p>Press & media coverage</p>

A: Bath and North East Somerset Sustainable Community Strategy priorities

Safer Communities			
How cultural sector organisations contribute	How the Organisation contributes	Success measures (achieve standard)	Typical Reporting Evidence
<p>Using opportunities of new developments to design safe and visually pleasing buildings and public spaces</p> <p>Making improvements to the existing public realm through design and cultural interventions</p> <p>Developing Bath's evening and night-time economy with care to balance the priorities of residents, visitors, entertainment and hospitality businesses, and public sector agencies</p>	<p>Programme festivals content to include outdoor events</p> <p>Develop and maintain good relationships with retailers, pubs, cafes/restaurants, hotels & guest houses</p> <p>Develop opportunities for retailers and hospitality businesses to benefit from festivals activity</p>	<p>Positive evaluation from service users/customers who have participated in activities</p> <p>Positive feedback from retailers, pubs, cafes/restaurants, hotels & guest houses</p> <p>Positive feedback from Arts Council England and other funders and sponsors</p>	<p>Written feedback (letters, emails, audience questionnaires, online comments)</p> <p>Verbal feedback (at events, in meetings)</p> <p>Press & media coverage</p>

A: Bath and North East Somerset Sustainable Community Strategy priorities

Children & Young People			
How cultural sector organisations contribute	How the Organisation contributes	Success measures (achieve standard)	Typical Reporting Evidence
<p>Giving all young people opportunity to experience and participate in cultural activity, to learn about where they live, and to stretch their imagination</p> <p>Supporting young people from all backgrounds who are gifted and talented to learn and excel</p> <p>Using cultural activity to address the difficulties that children and young people experience, to build self-esteem, and to help them become confident and articulate adults</p>	<p>Devise educational projects for children and young people, supporting the festivals and taking place year-round</p> <p>Target educational activity to reach children and young people who would not usually be able to benefit from such opportunities</p> <p>Identify and support young people who have potential to enter training or employment in the arts (as creators and performers, and as promoters or administrators)</p> <p>Use educational projects to contribute to addressing wider issues experienced by young people (such as low confidence or low self-esteem)</p>	<p>Positive evaluation from children and young people who have participated in activities</p> <p>Positive feedback from schools and teachers</p> <p>Positive feedback from youth organisations</p> <p>Positive feedback from parents and carers</p> <p>Positive feedback from Arts Council England and other funders and sponsors</p>	<p>Written feedback (letters, emails, audience questionnaires, online comments)</p> <p>Verbal feedback (at events, in meetings)</p> <p>Press & media coverage</p>

A: Bath and North East Somerset Sustainable Community Strategy priorities

Health & Wellbeing			
How cultural sector organisations contribute	How the Organisation contributes	Success measures (achieve standard)	Typical Reporting Evidence
<p>Promoting physical exercise of all kinds as enjoyable, fulfilling and healthy</p> <p>Promoting cultural activity of all kinds, both individual and collective or social, as beneficial to mental health and emotional wellbeing</p> <p>Using cultural projects and activities to support specific mental health conditions, particularly depression</p>	<p>Programme festivals content and devise educational projects that contribute to physical health (for example: singing; playing musical instruments; movement-based activity)</p> <p>Programme festivals content which addresses these themes, as appropriate</p> <p>Use educational projects to contribute to addressing wider issues experienced by participants (such as isolation, low mood or mild depression, lack of confidence and low self-esteem)</p>	<p>Positive evaluation from service users/customers who have participated in activities</p> <p>Positive evaluation from children and young people who have participated in activities</p> <p>Positive feedback from health and wellbeing related organisations</p> <p>Positive feedback from Arts Council England and other funders and sponsors</p>	<p>Written feedback (letters, emails, audience questionnaires, online comments)</p> <p>Verbal feedback (at events, in meetings)</p> <p>Press & media coverage</p>

B: Bath & North East Somerset Council's Corporate Priorities

B: Bath & North East Somerset Council's Corporate Priorities

<p>Transport & public spaces</p> <p>Making it easier to get around by improving transport; creating public spaces that we can all enjoy</p>		
<p>How the Organisation contributes</p>	<p>Success measures (achieve standard)</p>	<p>Assessment Method</p>
<p>Utilise a wide range of arts and cultural venues, other venues, community spaces, open spaces, and public spaces for the presentation of festivals and events</p> <p>Animate and enhance open and public spaces through the promotion and presentation of festivals and events, thereby encouraging use of and engagement with the public realm</p>	<p>Positive feedback from artists and arts organisations</p> <p>Positive evaluation from service users/customers who have participated in activities</p> <p>Positive feedback from owners/managers of venues and spaces</p> <p>Positive feedback from Arts Council England and other funders and sponsors</p>	<p>Contract monitoring</p>

B: Bath & North East Somerset Council's Corporate Priorities

<p>Feeling safer</p> <p>Creating a place where everyone feels safer from crime</p>		
<p>How the Organisation contributes</p>	<p>Success measures (achieve standard)</p>	<p>Assessment Method</p>
<p>Maximise the opportunity for the people of Bath and North East Somerset, and for visitors to the area, to benefit from festivals and events by means of diverse programming, targeted marketing, appropriate pricing, and accessible venues</p> <p>Respond to the changing needs and demands of the local community, and develop services accordingly</p> <p>Encourage the people of Bath and North East Somerset to come together to participate in cultural and artistic activities, festivals and events</p>	<p>Positive feedback from artists and arts organisations</p> <p>Positive evaluation from service users/customers who have participated in activities</p> <p>Positive feedback from community organisations</p> <p>Positive feedback from Arts Council England and other funders and sponsors</p>	<p>Contract monitoring</p>

B: Bath & North East Somerset Council's Corporate Priorities

<p align="center">Better lives for young people</p> <p align="center">Making sure that all children and young people have the best possible chances in life</p>		
How the Organisation contributes	Success measures (achieve standard)	Assessment Method
<p>Provide learning and participation opportunities for young people</p> <p>Provide volunteering opportunities for young people</p>	<p>Positive feedback from artists and arts organisations</p> <p>Positive evaluation from service users/customers who have participated in activities</p> <p>Positive evaluation from children and young people who have participated in activities</p> <p>Positive feedback from Arts Council England and other funders and sponsors</p>	<p>Contract monitoring</p>

B: Bath & North East Somerset Council's Corporate Priorities

<p>Sustainable growth</p> <p>Thinking to the future: developing ambitious plans for the whole area and keeping our economy strong while looking after our environment and community</p>		
<p>How the Organisation contributes</p>	<p>Success measures (achieve standard)</p>	<p>Assessment Method</p>
<p>Develop and present a programme of high quality cultural and artistic activities, festivals and events, showcasing the work of local, national, and international artists</p> <p>Promote innovation and creativity in the arts, cultural and creative industries in Bath and North East Somerset</p> <p>Support and raise the profile of locally-based arts organisations and artists</p> <p>Enhance the reputation and image of Bath and North East Somerset locally, nationally and internationally</p> <p>Strengthen the economy of Bath and North East Somerset by attracting visitors to the area</p>	<p>Positive feedback from artists and arts organisations</p> <p>Positive evaluation from service users/customers who have participated in activities</p> <p>Positive feedback from suppliers</p> <p>Positive feedback from Arts Council England and other funders and sponsors</p>	<p>Contract monitoring</p>

B: Bath & North East Somerset Council's Corporate Priorities

<p>Independence for older people</p> <p>Providing services and opportunities that will help older people to live healthy, fulfilling and independent lives</p>		
<p>How the Organisation contributes</p>	<p>Success measures (achieve standard)</p>	<p>Assessment Method</p>
<p>Provide learning and participation opportunities for older people</p> <p>Provide volunteering opportunities for older people</p>	<p>Positive feedback from artists and arts organisations</p> <p>Positive evaluation from service users/customers who have participated in activities</p> <p>Positive feedback from volunteers</p> <p>Positive feedback from Arts Council England and other funders and sponsors</p>	<p>Contract monitoring</p>

C: Arts Development Strategy 2011-2014 strategic priorities

C: Arts Development Strategy 2011-2014 strategic priorities

Narrowing the Gap			
Strand	How the Organisation contributes	Success measures (achieve standard)	Assessment Method
<p>Cultural Diversity</p> <p>Increasing participation from black and minority ethnic communities, by those with disabilities and/or learning difficulties, and from the lesbian, gay, bisexual and transgender community</p>	<p>Consult with relevant community groups, agencies and service users/customers (including young people) about their interests and needs</p> <p>Programme festivals content and educational activity to attract and interest the target customers</p> <p>Programme festivals content and educational activity which includes performers and practitioners from the target groups</p> <p>Employ appropriate promotional methods to reach the target customers</p>	<p>Positive feedback from artists and arts organisations</p> <p>Positive evaluation from service users/customers who have participated in activities</p> <p>Positive feedback from community organisations</p> <p>Positive feedback from Arts Council England and other funders and sponsors</p>	<p>Contract monitoring</p> <p>Organisations's evidence & data collection</p> <p>Reporting of performance indicators</p>
<p>Widening Participation</p> <p>Increasing participation by residents from</p>	<p>Consult with relevant community groups, agencies and service users/customers (including young</p>	<p>Positive feedback from artists and arts organisations</p>	<p>Contract monitoring</p> <p>Organisations's evidence &</p>

App1 Bath Festivals Service Standards 2011-14

<p>the following places within the district: Radstock; Midsomer Norton; Peasedown St John, Keynsham, Twerton; Whiteway; London Road/Snowhill; and Foxhill</p> <p>According to available attendance data, at present, residents in these places are not benefiting sufficiently from the Council's investment in arts activity</p>	<p>people) about their interests and needs</p> <p>Programme festivals content and educational activity to attract and interest the target customers</p> <p>Programme festivals content and educational activity which includes performers and practitioners from the target groups</p> <p>Employ appropriate promotional methods to reach the target customers</p>	<p>Positive evaluation from service users/customers who have participated in activities</p> <p>Positive feedback from community organisations</p> <p>Positive feedback from Arts Council England and other funders and sponsors</p>	<p>data collection</p> <p>Reporting of performance indicators</p>
<p>Participation by Children and Young People</p> <p>During 2011-14, the Council wishes to target its investment to support work with children and young people who experience social and economic barriers to participation</p>	<p>Consult with children and young people about their interests and needs</p> <p>Consult with schools and youth organisations about their interests and needs</p> <p>Programme festivals content and educational activity to attract and interest children and young people</p> <p>Programme festivals content and educational activity which includes young people as performers and practitioners</p> <p>Employ appropriate promotional</p>	<p>Positive feedback from artists and arts organisations</p> <p>Positive evaluation from young people who have participated in activities</p> <p>Positive feedback from parents and carers</p> <p>Positive feedback from teachers and schools</p> <p>Positive feedback from Arts Council England and other funders and sponsors</p>	<p>Contract monitoring</p> <p>Organisations's evidence & data collection</p> <p>Reporting of performance indicators</p>

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	methods to reach children and young people		
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C: Arts Development Strategy 2011-2014 strategic priorities

Health, Mental Health and Wellbeing			
Strand	How the Organisation contributes	Success measures (achieve standard)	Assessment Method
<p>Arts and Health Projects</p> <p>Arts activities that takes place within health care settings, or that actively promote healthy lifestyles</p>	<p>Programme festivals content and educational activity which addresses health issues, as appropriate</p> <p>Consult with relevant community groups, organisations and agencies to identify venues or settings for educational activity</p>	<p>Positive feedback from artists and arts organisations</p> <p>Positive evaluation from service users/customers who have participated in activities</p> <p>Positive feedback from community groups</p> <p>Positive feedback from Arts Council England and other funders and sponsors</p>	<p>Contract monitoring</p> <p>Organisations's evidence & data collection</p> <p>Reporting of performance indicators</p>
<p>Work with Older Residents</p> <p>Arts activities that engage older residents across the district in beneficial physical and mental activity</p>	<p>Consult with older people about their interests and needs</p> <p>Consult with community groups, organisations and agencies supporting older people about their interests and needs</p>	<p>Positive feedback from artists and arts organisations</p> <p>Positive evaluation from older people who have participated in activities</p>	<p>Contract monitoring</p> <p>Organisations's evidence & data collection</p> <p>Reporting of performance indicators</p>

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	<p>Programme festivals content and educational activity to attract and interest older people</p> <p>Programme festivals content and educational activity which includes older people as performers and practitioners</p> <p>Employ appropriate promotional methods to reach older people</p>	<p>Positive feedback from community groups, organisations and agencies supporting older people</p> <p>Positive feedback from Arts Council England and other funders and sponsors</p>	
<p>Building Stronger, Safer Communities</p> <p>Arts activities that create opportunities for residents to gather together in celebration and enjoyment, that promote tolerance and understanding of diversity and difference, or that highlight and contribute to local distinctiveness</p> <p>Where possible, the Council wishes to fund grass-roots activity that is led by the community itself or responds to a need that the community has identified</p>	<p>Consult with relevant community groups, agencies and service users/customers (including young people) about their interests and needs</p> <p>Work with community-based groups, in their neighbourhoods, to enable them to develop and produce work which will be performed by the participants during the festivals</p> <p>Employ appropriate promotional methods to reach the target service users/customers</p>	<p>Positive feedback from artists and arts organisations</p> <p>Positive evaluation from service users/customers who have participated in activities</p> <p>Positive feedback from community organisations</p> <p>Positive feedback from Arts Council England and other funders and sponsors</p>	<p>Contract monitoring</p> <p>Organisations's evidence & data collection</p> <p>Reporting of performance indicators</p>

C: Arts Development Strategy 2011-2014 strategic priorities

Organisational Development			
Strand	How the Organisation contributes	Success measures (achieve standard)	Assessment Method
<p>Improving Governance</p> <p>Work that strengthens the skills and abilities of board members and trustees of voluntary sector arts organisations in areas such as strategic planning, management of resources (human and financial), legal compliance and best practice</p>	<p>Implement Board training and development as required</p> <p>Maintain up-to-date knowledge of all legal matters including equalities, health & safety, and child protection</p> <p>Organise one development 'away-day' for Board and staff per year</p>	<p>Positive feedback from Board members</p> <p>Positive feedback from staff</p> <p>Measurable improvement in governance practice</p> <p>Positive feedback from Arts Council England and other funders and sponsors</p>	<p>Contract monitoring</p> <p>Organisations's evidence & data collection</p> <p>Reporting of performance indicators</p>
<p>Fitness for Purpose</p> <p>Work that supports organisations to initiate change and to respond proactively to circumstances that affect their operating environment.</p> <p>This might include staff training in topics</p>	<p>Implement staff training and development as required (for individuals and for all staff)</p> <p>Maintain up-to-date knowledge of all legal matters including equalities, health & safety, and child protection</p>	<p>Positive feedback from Board members</p> <p>Positive feedback from staff</p> <p>Measurable improvement in management practice</p>	<p>Contract monitoring</p> <p>Organisations's evidence & data collection</p> <p>Reporting of performance indicators</p>

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<p>such as fundraising, strategic and financial planning and change management</p>	<p>Implement annual performance appraisal for all staff</p> <p>Organise one development 'away-day' for Board and staff per year</p>	<p>Positive feedback from Arts Council England and other funders and sponsors</p>	
<p>Understanding Audiences</p> <p>Work that supports organisations to better understand their audience (existing and potential) and to programme, promote and market more effectively to the diverse audience that exists in Bath and North East Somerset</p>	<p>Implement staff training and development as required (for individuals and for all staff)</p> <p>Maintain up-to-date knowledge of marketing and promotion methods and media</p> <p>Obtain, analyse and act upon feedback from service users/customers</p> <p>Undertake, analyse and act upon market research on arts attendance trends, consumer and lifestyle factors, and customer preferences</p>	<p>Positive feedback from artists and arts organisations</p> <p>Positive evaluation from service users/customers who have participated in activities</p> <p>Positive feedback from community groups</p> <p>Positive feedback from staff and Board</p> <p>Positive feedback from Arts Council England and other funders and sponsors</p>	<p>Contract monitoring</p> <p>Organisations's evidence & data collection</p> <p>Reporting of performance indicators</p>

APPENDIX 2 – PERFORMANCE MONITORING – TARGETS

Bath Festivals Ltd - Service Targets 2011-14

There are some changes to this appendix which differ from the 2009-11 contract

The contract requires the Organisation:

To contribute to, support, and assist in the development of a year-round programme of cultural and artistic activities across the district that shall meet and/or be consistent with the Bath and North East Somerset Sustainable Community Strategy and Bath & North East Somerset Council's Corporate Priorities

[DocB Schedule 2 - 2.1.1 (3)]

and

... to contribute, through the services described in the Agreement, and throughout the duration of the Agreement, to achieving the aims and objectives of Bath & North East Somerset Council's Cultural Strategy and Arts Development Strategy 2011-2014

[Doc B Schedule 2 – 2.1.5]

This Appendix 2 sets out performance targets for:

- A: B&NES Council Arts Development: Local Best Value Performance Indicators
- B: Bath International Music Festival (including year-round education programme)
- C: Bath Literature Festival (including year-round education programme)
- D: Bath Festivals Ltd: business and organisational performance

A: B&NES Council Arts Development: Local Best Value Performance Indicators

A: B&NES Council Arts Development: Local Best Value Performance Indicators

Target	Explanation	Intended outcome	Baseline	Target	Actual	Variance and comment
<p>A1. Total attendances</p> <p>This figure aggregates the following targets: B1-B16 plus C1-C16</p>	<p>The total number of attendances in the year. This will include tickets sold, people visiting an exhibition or event, attendance at a workshop or similar activity.</p> <p>B&NES Council Arts Development uses the Arts Council England calculation method for counting workshop attendance: one attendance = one half-day. Therefore if one person attends a full day workshop, this equals two attendances.</p> <p>This should be expressed as one, total figure.</p>	<p>Increased attendance and participation</p>	<p>Attendance 2010-11</p>			
<p>A2. B&NES Council subsidy per attendance</p>	<p>The total amount of the contract fee received from the Council divided by the total number of attendances counted above at (A1).</p> <p>This should be expressed as £0.00 (pounds/pence) per attendance.</p>	<p>Decrease in Council subsidy per attendance</p>	<p>Subsidy 2010-11</p>			

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<p>A3. B&NES Council investment as % of total annual turnover</p>	<p>The percentage that the Council's funding investment represents of the Organisation's total income from all sources (earned/box office income, other sales, other public funding, and sponsorship and donations).</p> <p>This should be expressed as a percentage figure.</p>	<p>Decreased % of Council investment</p>	<p>Investment % 2010-11</p>			
<p>A4. Leverage in this financial year</p>	<p>The total amount of funding that the Organisation obtained in grants and donations from sources other than the Council - such as Arts Council England, other public funding bodies, charitable trusts and foundations, individual and corporate sponsorship, donations or bequests.</p> <p>This should be expressed as a total sum in pounds.</p> <p><i>This figure excludes earned/box office income and sales, so it will be a lower figure than the total annual turnover.</i></p>	<p>Increase in leverage</p>	<p>Leverage 2010-11</p>			
<p>A5. Percentage of total attendances which are from</p>	<p>The percentage of the total attendances noted above at (A1) which are attendances by individuals</p>	<p>Increase in attendance by individuals who self-define as BME</p>	<p>BME attendance 2010-11</p>			

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<p>black and other minority ethnic communities</p>	<p>who self-define as being as from black and minority ethnic communities.</p> <p>This should be expressed as a percentage figure.</p> <p><i>In order to provide this figure, the Organisation must collect attendance figures for these demographic sectors of the population.</i></p>					
<p><i>A6. Customer satisfaction</i></p>	<p>The percentage of customers who express their view as 'satisfied' or 'very satisfied' with the Organisation's services.</p> <p>This should be expressed as a percentage figure based on the total all attendances noted above at (A1).</p> <p><i>In order for the Council to compare data from all arts organisations in a consistent manner, please use the following customer satisfaction grading when asking customers for feedback:</i></p> <p><i>Very dissatisfied – Dissatisfied - No opinion / Unsure - Satisfied – Very satisfied</i></p> <p><i>Numeric version: 1 – 2 – 3 – 4 – 5</i></p>	<p>Increased customer satisfaction</p>	<p>Satisfaction 2010-11</p>			

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<p><i>A7. Total volunteers</i></p>	<p>The total number of people who work for the Organisation unpaid, participating as volunteers. This will include Board or committee members, and volunteers doing work such as front of house, bar, publicity distribution, stewarding.</p> <p>This should be expressed as one, total figure.</p>	<p>Increase in number of volunteers</p>	<p>Number of volunteers 2010-11</p>			
<p>A8. Total volunteer hours</p>	<p>The total number of hours (estimated) which the people counted in (A7) contribute to the Organisation.</p> <p>This should be expressed as one, total figure.</p> <p>Calculating volunteer hours enables the Organisation to estimate the monetary value of their time, which contributes to the success of the Organisation.</p> <p>For Board or committee members, calculate the number of meetings per year x the duration of each meeting in hours x the number of volunteers.</p> <p>For other work supporting your</p>	<p>Increase in number of volunteer hours</p>	<p>Volunteer hours 2010-11</p>			

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	<p>organisation (as listed in the examples in (A7)), calculate the number of events, activities or performances per year x the average duration of each one x the number of volunteers involved on each occasion.</p> <p><i>Optional: estimate the monetary value of the volunteers' time.</i></p>					
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B: Bath International Music Festival (including year-round education programme)

B: Bath International Music Festival (including year-round education programme)

Target	Explanation	Intended outcome	Baseline	Target	Actual	Variance and comment
B1. Number of events	<p>The total number of events in the festival (counting both the festival itself and related activity outside the festival period)</p> <p>The number of events may not be the same in consecutive years, and may not increase</p>	<p>B&NES residents and visitors have the opportunity to experience a large number of events</p> <p>The Council achieves value for money for the investment it makes in the Organisation</p>	2010-11 actual			
B2. Attendances	<p>The total number of attendances in the festival (counting both the festival itself and related activity outside the festival period), and including free events</p> <p>In calculating the attendances, the following breakdown analysis is required:</p> <ol style="list-style-type: none"> 1) Total all attendances 2) Party in the City opening night only (B17 refers) 3) Paid ticket events only 	Attendances increase year on year	2010-11 actual			

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<p>B3. Proportion of events held in venues outside Bath city, and within the Bath & North East Somerset local authority area</p>	<p>The purpose of this target to ensure that residents outside Bath are able to participate in the festival and to feel engaged with it</p> <p>This meets the needs of people in rural areas who cannot (for reasons of poverty, lack of transport, disability, family and work circumstances), or do not wish to, travel to Bath</p>	<p>B&NES residents who live outside Bath are able to access festival events in, or very near to, their towns, villages and communities.</p>	<p>2010-11 actual</p>	<p>Target 2011-12: 10%</p> <p>Target 2012-13: 15%</p> <p>Target 2013-14: 20%</p>		
<p>B4. Number of events and projects for children and young people (under 25)</p>	<p>This target includes both individual events in festivals and longer-duration educational projects</p>	<p>Young people are able to experience and participate in festival activity</p> <p>Young people have the opportunity to work with professional artists</p>	<p>2010-11 actual</p>			
<p>B5. Number of schools worked with</p>	<p>B&NES schools should have the opportunity to benefit from festival activity, educational projects, and Party in the City opening night</p>	<p>Teachers and children & young people are able to experience and participate in festival activity</p> <p>Teachers and children & young people have the opportunity to work with professional artists</p>	<p>2010-11 actual</p>			

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		The festival contributes to enriching the schools music curriculum				
B6. Total attendances by children & young people (under 25)	<p>The total number of attendances by children & young people in the festival (counting both the festival itself and related activity outside the festival period), educational projects, and free events</p> <p>The figure should include children & young people performing</p>	The total attendances by children and young people increase year on year	2010-11 actual			
B7. The percentage of children and young people expressing satisfaction	This target measures how satisfied children and young people are with the events and projects targeted to them	<p>Programming for under 25s is appropriately devised, targeted and marketed, and improves year on year</p> <p>The percentage of children & young people who are satisfied or very satisfied increases</p>	2010-11 actual			
B8. The percentage of all attenders expressing satisfaction	This target measures how satisfied attenders (customers, participants) are with festival events	Programming is appropriately devised, targeted and marketed,	2010-11 actual			

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		and improves year on year The percentage of attenders who are satisfied or very satisfied increases				
B9. Number of responses to market research as percentage of total number surveyed	This target measures the response to market research	Festival programming and marketing is able to draw on robust market research evidence from a representative sample of the festival audience	2010-11 actual			
B10. Number of website visits	This target refers to all visits to website, whether for information or for online ticket purchasing	There is increased traffic to the website year on year	2010-11 actual			
B11. Number of tickets sold online	Customers should be able to reserve and complete all ticket purchasing online via the website	The percentage of tickets purchased online increases year on year Customers express satisfaction with service	2010-11 actual			
B12. Amount of Council subsidy per attendance	The subsidy per attendance is calculated. In calculating the subsidy per	The subsidy per attender contributed by the Council is reduced, as a result of increased attendances and	2010-11 actual			

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	<p>attendance, the following breakdown is required:</p> <p>1) Subsidy per head, total all attendances</p> <p>2) Subsidy per head, Party in the City opening night only (B17 refers)</p> <p>3) Subsidy per head, paid ticket events only</p>	<p>increased income generated from box office and other sources</p>				
B13. Number of new attenders	<p>The Council aims to increase engagement in the arts in line with Government / DCMS targets (NI11)</p>	<p>There is an increased number of new/first-time attenders to the festival</p>	<p>2010-11 actual</p>			
B14. Increase the number of attendances from B&NES excluding the city of Bath	<p>B&NES Council Arts Development Strategy 2011-14 seeks to increase access to the arts, especially by residents who live in more rural and isolated areas of North East Somerset</p>	<p>There is an increased number of new/first-time attenders to the festival from B&NES excluding the city of Bath</p>	<p>2010-11 actual</p>			
B15. Number of new attenders from outside B&NES local authority area	<p>B&NES Council seeks to encourage cultural tourism and to attract festival attenders from outside the B&NES area</p>	<p>There is an increased number of attenders to the festival from outside B&NES</p>	<p>2010-11 actual</p>			

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<p>B16. Number of surveys or market research initiatives undertaken on non-attenders</p>	<p>In order to increase attendances, it is necessary to find out and understand the reasons for non-attendance.</p> <p>This will include: 1) Market research with current arts attenders who do not attend the festival 2) Market research with non-arts attenders</p>	<p>The Organisation understands why some current arts attenders do not attend the festival, and uses this information to inform strategic planning, audience development, and programming policy</p> <p>The Organisation understands why many people are not (or are infrequent) arts attenders, and uses this information to inform strategic planning, audience development, and programming policy</p>	<p>2010-11 actual</p>			
<p>B17. Number of attendances at Party in the City opening night</p>	<p>Opening night events/performances programming, and the venues used, are subject to review and change each year, so it may not be possible to directly compare year-on-year.</p> <p>Attendance at outdoor events is also influenced by the weather.</p>	<p>The opening night events/performances attract a diverse range of residents and visitors (diversity assessed by age, gender, place of residence)</p>	<p>2010-11 actual</p>			

C: Bath Literature Festival (including year-round education programme)

C: Bath Literature Festival (including year-round education programme)

Target	Explanation	Intended outcome	Baseline	Target	Actual	Variance and comment
C1. Number of events	<p>The total number of events in the festival (counting both the festival itself and related activity outside the festival period)</p> <p>The number of events may not be the same in consecutive years, and may not increase</p>	<p>B&NES residents and visitors have the opportunity to experience a large number of events</p> <p>The Council achieves value for money for the investment it makes in the Organisation</p>	2010-11 actual			
C2. Attendances	The total number of attendances in the festival (counting both the festival itself and related activity outside the festival period), and including free events	Attendances increase year on year	2010-11 actual			
C3. Proportion of events held in venues outside Bath city, and within the Bath & North East Somerset local authority area	<p>The purpose of this target to ensure that residents outside Bath are able to participate in the festival and to feel engaged with it</p> <p>This meets the needs of people in rural areas who cannot (for reasons of poverty, lack of transport, disability,</p>	B&NES residents who live outside Bath are able to access festival events in, or very near to, their towns, villages and communities.	2010-11 actual	<p>Target 2011-12: 10%</p> <p>Target 2012-13: 15%</p>		

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	family and work circumstances), or do not wish to, travel to Bath			Target 2013-14: 20%		
C4. Number of events and projects for children and young people (under 25)	This target includes both individual events in festivals and longer-duration educational projects	<p>Young people are able to experience and participate in festival activity</p> <p>Young people have the opportunity to work with professional artists</p>	2010-11 actual			
C5. Number of schools worked with	B&NES schools should have the opportunity to benefit from festival activity and educational projects	<p>Teachers and children & young people are able to experience and participate in festival activity</p> <p>Teachers and children & young people have the opportunity to work with professional artists</p> <p>The festival contributes to enriching the schools English and literacy curriculum</p>	2010-11 actual			
C6. Total attendances by children & young	The total number of attendances by children & young people in the festival	The total attendances by children and young people	2010-11 actual			

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<p>people (under 25)</p>	<p>(counting both the festival itself and related activity outside the festival period), educational projects, and free events</p> <p>The figure should include children & young people performing</p>	<p>increase year on year</p>				
<p>C7. The percentage of children and young people expressing satisfaction</p>	<p>This target measures how satisfied children and young people are with the events and projects targeted to them</p>	<p>Programming for under 25s is appropriately devised, targeted and marketed, and improves year on year</p> <p>The percentage of children & young people who are satisfied or very satisfied increases</p>	<p>2010-11 actual</p>			
<p>C8. The percentage of all attenders expressing satisfaction</p>	<p>This target measures how satisfied attenders (customers, participants) are with festival events</p>	<p>Programming is appropriately devised, targeted and marketed, and improves year on year</p> <p>The percentage of attenders who are satisfied or very satisfied increases</p>	<p>2010-11 actual</p>			

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<p>C9. Number of responses to market research as percentage of total number surveyed</p>	<p>This target measures the response to market research</p>	<p>Festival programming and marketing is able to draw on robust market research evidence from a representative sample of the festival audience</p>	<p>2010-11 actual</p>			
<p>C10. Number of website visits</p>	<p>This target refers to all visits to website, whether for information or for online ticket purchasing</p>	<p>There is increased traffic to the website year on year</p>	<p>2010-11 actual</p>			
<p>C11. Number of tickets sold online</p>	<p>Customers should be able to reserve and complete all ticket purchasing online via the website</p>	<p>The percentage of tickets purchased online increases year on year</p> <p>Customers express satisfaction with service</p>	<p>2010-11 actual</p>			
<p>C12. Amount of Council subsidy per attendance</p>	<p>The subsidy per attendance is calculated.</p> <p>In calculating the subsidy per attendance, the following breakdown is required:</p> <p>1) Subsidy per head, total all attendances</p>	<p>The subsidy per attender contributed by the Council is reduced, as a result of increased attendances and increased income generated from box office and other sources</p>	<p>2010-11 actual</p>			

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	2) Subsidy per head, paid ticket events only					
C13. Number of new attenders	The Council aims to increase engagement in the arts in line with Government / DCMS targets (NI11)	There is an increased number of new/first-time attenders to the festival	2010-11 actual			
C14. Increase the number of attendances from B&NES excluding the city of Bath	B&NES Council Arts Development Strategy 2011-14 seeks to increase access to the arts, especially by residents who live in more rural and isolated areas of North East Somerset	There is an increased number of new/first-time attenders to the festival from B&NES excluding the city of Bath	2010-11 actual			
C15. Number of new attenders from outside B&NES local authority area	B&NES Council seeks to encourage cultural tourism and to attract festival attenders from outside the B&NES area	There is an increased number of attenders to the festival from outside B&NES	2010-11 actual			
C16. Number of surveys or market research initiatives undertaken on non-attenders	<p>In order to increase attendances, it is necessary to find out and understand the reasons for non-attendance.</p> <p>This will include:</p> <p>1) Market research with current arts attenders who do not attend the festival</p> <p>2) Market research with non-arts</p>	<p>The Organisation understands why some current arts attenders do not attend the festival, and uses this information to inform strategic planning, audience development, and programming policy</p> <p>The Organisation</p>	2010-11 actual			

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	attenders	understands why many people are not (or are infrequent) arts attenders, and uses this information to inform strategic planning, audience development, and programming policy				
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D: Bath Festivals Ltd: business and organisational performance

D: Bath Festivals Ltd: business and organisational performance

Target	Explanation	Intended outcome	Target	Actual	Variance and comment
<p>D1. Business Plan</p>	<p>Produce three-year business plan, and detailed annual budgets, for:</p> <ul style="list-style-type: none"> • Bath International Music Festival (including year-round education programme) • Bath Literature Festival (including year-round education programme) <p>Show income from Council contract and allocation of contract fee to each of the two festivals</p> <p>Show in-kind income and in-kind expenditure for other benefits received (rent, room hire discount)</p> <p>Maintain consistent presentation of these figures in quarterly management accounts</p>	<p>Public subsidy to the Organisation is presented in a transparent manner</p> <p>The Council is able to see, from evidence of the management accounts, that it achieves value for money for the investment it makes in the Organisation</p>	<p>Business plan is revised and adopted annually</p> <p>Individual festival budgets are agreed annually</p> <p>Management accounts are produced and agreed quarterly</p>		

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<p>D2. Arts Council England</p>	<p>Maintain ACE funding as a Regularly Funded Organisation (RFO) (or similar funding scheme as may be introduced during the 2011-14 period)</p> <p>Achieve successful Annual Review Meeting (ARM) assessment from ACE</p>	<p>The Organisation is able to programme selected artistic content in both festivals which meets ACE's strategic priorities and which would not be commercially viable without ACE funding</p> <p>The Organisation performs satisfactorily to its ACE funding agreement</p>	<p>ACE funding is maintained</p> <p>ARM review is satisfactory</p>		
<p>D3. Future Bath Plus</p>	<p>Plan, develop and implement partnership and collaborative working with Future Bath Plus in order to achieve shared goals</p>	<p>Both organisations work together to achieve the Council's strategic priorities for cultural development and improvements to the city centre public realm</p>	<p>Positive relationship is maintained</p> <p>Partnership & collaborative working initiatives are successful</p>		
<p>D4. Bath Tourism Plus</p>	<p>Plan, develop and implement partnership and collaborative working with Bath Tourism Plus in order to achieve shared goals</p>	<p>Both organisations work together to achieve efficiency improvements with respect to:</p>	<p>Positive relationship is maintained</p>		

		<ul style="list-style-type: none"> • Box Office, ticket sales, and customer service provision • Marketing and promotion • 'Whats on' website <p>These efficiency improvements will make savings in both financial and human resources, and provide better customer service</p>	<p>Partnership & collaborative working initiatives are successful</p> <p>Efficiency savings are achieved</p> <p>Customer service experience is improved</p>		
D5. Bath Area Cultural Forum and members	<p>Maintain active membership of Cultural Forum</p> <p>Supply administrative support service to Cultural Forum, which Cultural Forum shall purchase from the Organisation <i>Note: Cultural Forum may procure such services from an alternative supplier at any time</i></p> <p>Provide advice, guidance and co-ordination to benefit other Cultural Forum member organisations</p>	<p>All Cultural Forum member organisations (the majority of which are B&NES-based festivals and arts organisations) benefit from the Organisation's advice, guidance and co-ordination activity</p> <p>The Council's investment in the Organisation also benefits all other arts organisations in Bath and North East Somerset, so achieving greater value for money</p>	<p>Cultural Forum receives satisfactory service from the Organisation</p> <p>Cultural Forum reports that its member organisations benefit from advice, guidance and</p>		

App1 Bath Festivals Service Standards 2011-14

			co-ordination from the Organisation		
D6. Bath & North East Somerset Council departments	<p>Develop positive working relationships with those departments of Bath & North East Somerset Council that provide services or advice to the Organisation</p> <p>These will include, but will not be limited to: Children's Services (Education, Youth Service); Heritage Services; Libraries; Planning Services; Highways & Transportation; Environmental Services; Economic Development; Development & Major Projects</p>	<p>Council departments are informed of planned festivals and events so that all arrangements can be managed efficiently</p>	<p>The Organisation adheres to procedures and protocols required by Council departments</p> <p>No complaints about the Organisation are received by the Link Officer from other Council departments</p>		

Appendix 3 This is a draft. The guidelines may be amended

PERFORMANCE INDICATORS FOR THE ARTS – 2011-2014

Year:

.....

Name of organisation

Person filling in form

Refer to the explanatory notes on pp3-5 before filling in this form

There are 8 Performance Indicators

App1 Bath Festivals Service Standards 2011-14

App1 Bath Festivals Service Standards 2011-14

<i>Performance Indicator</i>	Target	Actual	Variance	Comments
1. Total attendances				
2. B&NES Council subsidy per attendance				
3. B&NES Council investment as % of total annual turnover				
4. Leverage in this financial year				
5. Percentage of total attendances which are				

<i>from black and other minority ethnic communities</i>				
<i>6. Customer satisfaction</i>				
<i>7. Total volunteers</i>				
8. Total volunteer hours				

NOTES

For all Performance Indicators

At the beginning of each financial year, your organisation must set targets for each PI. These should be 'smart' (specific, measurable, achievable, realistic, time-based).

At the end of each financial year, your organisation must report to the Arts Development team on the actual outcomes, with a note of the variation (if any) between target and actual, and a commentary on the reasons for the variation.

The PI report must be submitted to your organisation's Arts Development link officer as soon as possible after the end of the financial year (31 March). No payment of grant or contract fee for the following year will be made until all PI data has been satisfactorily presented.

Summary of deadlines for the period 2011-2014

PI data for 2010-11 [only due if your organisation was funded by B&NES Council in 2010-11]

Due 31 March 2011

First payment for 2011-12 will be made on receipt of satisfactory report

PI data for 2011-12

Due 31 March 2012

First payment for 2012-13 will be made on receipt of satisfactory report

PI data for 2012-13

Due 31 March 2013

App1 Bath Festivals Service Standards 2011-14

First payment for 2013-14 will be made on receipt of satisfactory report

PI data for 2013-14

Due 31 March 2014

Final payment for 2013-14 will be made on receipt of satisfactory report

Notes on reporting your organisation's PI data on this form

1. Total Admissions

This means total number of attendances in the year. This will include tickets sold, people visiting an exhibition or event, attendance at a workshop or similar activity.

Arts Development uses the Arts Council England calculation method for counting workshop attendance: one 'attendance' = one half-day. Therefore if one person attends a full day workshop, this equals two 'attendances'. This should be expressed as one, total figure (do not break it down into different activities: you do not need to provide this level of detail on this form).

2. B&NES Council Subsidy per attendance

This is the amount of grant or contract fee you receive from the Council divided by the total number of attendances noted above at (1). This should be expressed as £0.00 (pounds/pence) per attendance.

3. B&NES Council investment as a proportion of total annual turnover

This means the percentage that the Council's funding investment represents of your organisation's total income from all sources (earned/box office income, other sales, other public funding, and sponsorship and donations). This should be expressed as a percentage figure.

4. Leverage in this financial year

This is the total amount of funding your organisation obtained in grants and donations from sources other than the Council - such as Arts Council England, other public funding bodies, charitable trusts and foundations, individual and corporate sponsorship, donations or bequests. This should be expressed as a total sum in pounds. Note: this figure excludes earned/box office income and sales, so it will be a lower figure than your total annual turnover.

5. Percentage of total attendances which are from black and other minority ethnic communities

This is the percentage of your total attendances noted above at (1) which are attendances by individuals who self-define as being as from black and minority ethnic communities. This should be expressed as a percentage

figure. In order to provide this figure, you will need to collect your organisation's attendance figures for these demographic sectors of the population.

6. Customer satisfaction

This is the percentage of your customers who express their view as 'satisfied' or 'very satisfied' with your organisation's services. This should be expressed as a percentage figure based on the total all attendances noted above at (1). In order for the Council to compare data from all arts organisations in a consistent manner, please use the following customer satisfaction grading when asking customers for feedback:

Very dissatisfied – Dissatisfied - No opinion / Unsure - Satisfied – Very satisfied

Numeric version:

1 – 2 – 3 – 4 – 5

7. Total volunteers

This is the total number of people who work for your organisation unpaid, participating as volunteers. This will include Board or committee members, and volunteers doing work such as front of house, bar, publicity distribution, stewarding. This should be expressed as one, total figure.

8. Total volunteer hours

This is an estimate of the total number of hours which the people counted in (7) contribute to your organisation. Calculating volunteer hours enables you to estimate the monetary value of their time, which contributes to the success of your organisation.

For Board or committee members, calculate the number of meetings per year x the duration of each meeting in hours x the number of volunteers.

For other work supporting your organisation (as listed in the examples above in (7)), calculate the number of events, activities or performances per year x the average duration of each one x the number of volunteers involved on each occasion. This should be expressed as one, total figure.

Example 1

4 Board meetings per year

Each Board meeting is 2 hours

6 Board members

4 x 2hrs = 8 hrs

8 hrs x 6 people = 48 volunteer hours

Example 2

30 performances or events per year

Each performance or event lasts 3 hours [from set-up to close-down]

Each performance or event typically involves 2 bar staff, 2 front of house/stewards, 1 duty manager, 1 stage/tech person = 6 people

30 x 3 hrs = 90 hrs

90 hrs x 6 people = 540 volunteer hours

The imaginary arts organisation described above therefore benefits from 588 volunteer hours per year.

Optional: additional information for PI 8

If you wish, you can estimate the monetary value of your volunteers' time.

If the organisation used in the example above had to pay people to do these jobs, it could estimate the cost on the basis of an average £7 per hour (for example).

588 hours per year would total £4,116.

Therefore, the arts organisation (and, by extension, the local economy) benefits from volunteer time to the value of over £4000.

Appendix 4 There are no changes to this document: same as 2009-11 contract

Acknowledgement of Council Funding

This document is supplementary to the standard terms and conditions for use of the Council's logo. It sets out the Arts Development Service's minimum standards for the acknowledgement and promotion of the Council's funding to the arts in respect of the following:

Programmes and brochures

- The Council logo must be displayed prominently in the main brochure for any festival, and in concert programmes.
- Where the Council is the majority funder of an event or activity, the logo is to be placed first on the page where funders' logos are listed, and the Council must be listed first as core funder on the page of acknowledgements. Otherwise, the Council's logo should be given parity with that of any other funder(s).
- The Council's funding must be appropriately acknowledged in the text of any introduction/welcome page; for example:

XXX gratefully acknowledges the support of Bath and North East Somerset Council.

Other printed publicity material

- The Council logo must appear on all other print material eg. posters, flyers, postcards, CD or DVD covers and liner notes etc,

- The Council should be acknowledged at end of all press releases, for example:

XXX is funded by Bath and North East Somerset Council

Websites

- The Council logo must appear on the homepage or main web page of any website and the Council's funding must be appropriately acknowledged in the text of any introduction/welcome page, for example:

XXX is funded by Bath and North East Somerset Council

Speeches and introductions

Council funding must be formally acknowledged during any spoken introductions to launch events, receptions, main or highlight events or as part of the closing speech for an overall programme of events, and in any radio or television interviews.

Ann Cullis
Senior Arts Development Officer
Bath & North East Somerset Council

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