



**Invitation to tender  
AV software services:  
Nature & Love (N+L)**

**Required services:** This tender is for Works comprising the design, fabrication, installation and commissioning for the AV Software package of works for Nature + Love at the Horniman Museum and Gardens.

**Estimated value of tender:** £180,000 (excluding VAT)

**Estimated duration of contract:** February 2025 – December 2026

**Name of contact:** Mary Cavanagh

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## List of appendices – available on registration of interest

- Appendix A: Certificate of non-canvassing
- Appendix B: Detailed briefs
- Appendix C: Pricing schedule
- Appendix D: Graphic design hierarchy and illustration style
- Appendix E: Projection demonstration report including images and video

# Invitation to Tender

## 1. Invitation to Tender:

- 1.1 The Horniman Museum and Gardens is undertaking a major redevelopment of parts of its Gardens and its Natural History Gallery, to be completed in 2026, known as 'Nature +Love', with an objective of widening audiences. Nature + Love is redeveloping three key areas of the estate, making new connections between outdoor green spaces and interior gallery displays.
- 1.2 The purpose of this document is to invite tenders for the development and delivery of the audio-visual software elements of the Natural History Gallery and Nature Explorers Action Zone as part of Nature + Love.
- 1.3 This document constitutes an Invitation to Tender (ITT) for the contract. Subsequent sections describe the background to the project, the work to be done under the tender and the terms and conditions under which tendering will take place.
- 1.4 Additional documents obtainable on request after registration of interest:
- Appendix A – certificate of non-canvassing
  - Appendix B – briefs for individual AV elements
  - Appendix C – pricing schedule
  - Appendix D – graphic design hierarchy and illustration style
  - Appendix E – projection demonstration report including images and video

## 2. Background:

- 2.1 The Horniman Museum and Gardens is a grade II\* listed museum with a world class Natural History, Anthropology and Musical instrument collection. Set within 16 acres of stunning grounds that also house an Aquarium, Animal Walk and Butterfly House. The Horniman connects us all with global cultures and the natural environment, encouraging us to shape a positive future for the world we all share.

Visitors come time and again to explore the free museum, take part in activities and enjoy the 16-acre gardens. And they discover something fascinating and mesmerising every time.

### 2.2 About the Nature + Love Project

In 2019 the Horniman declared a Climate Emergency and in 2020 published a Climate and Ecology Manifesto outlining the steps we will take to mitigate against the climate and ecological emergency, and to help shape a positive future for generations to come including the intention to be greenhouse gas neutral by 2040. The Horniman's first pledge is to deliver an ambitious Nature + Love project to redisplay the natural history and living collections, to highlight climate and ecological issues to a wider audience.

We are creating:

- The Nature Explorers Adventure Zone, a new outdoor destination in the Gardens, aimed at families and schools. This new zone will open up access to our currently underused and historically significant Nature Trail (which will also be reinterpreted and form part of this zone), establish a nature themed outdoor play area and adjacent Adventure Zone café all combining to connect people with the nature, encourage nature inspired exploration and play, and attract and widen our audience.
- Spaces for community events and activities and a new plant nursery heated with air source heat pumps. We'll provide more interpretation about how we garden sustainably, with tips for visitors to try in their own green spaces, along with a trail to encourage wellbeing, created with community partners

- A reinterpreted Natural History Gallery and Nature Explorers Action Zone, exploring our relationship with nature and our understanding of, and impact upon the natural world, across time, both locally and globally. It will empower people to take action for nature and make positive environmental changes. This will incorporate a re-displayed main gallery - bringing the 60+ year old displays up to date while reflecting and celebrating its current unique historical look and feel. Our existing Nature Base will be refocused on love and caring for local wildlife into a Nature Explorer's Action Zone, co-produced with families with children under 5 from ethnically diverse and lower socio-economic backgrounds, to meet their needs and interests and reflect best practice learning in the Early Years and Foundation stages.

This project is supported by the National Lottery Heritage Fund.

## 2.3 Audiences

Nature + Love offers the Horniman the opportunity to create a seismic shift in our audience development work by appealing to a wider range of visitors, including current non-visitors. Our audience research has identified an appreciation of nature as the common thread amongst existing and non-visitors. Our priority objective for this project, therefore, is to increase the diversity of our general audiences to more closely match that of the London population in terms of ethnic and socio-economic backgrounds, and disability.

We are prioritising the following audience segments<sup>1</sup> as audiences for the Natural History Gallery and Nature Explorers Action Zone. These have high representation of these demographic targets, alongside underrepresentation in our current audience profile, and are:

<b>Natural History Gallery and Nature Explorers Action Zone</b>	Primary	<b>Devoted Domestics</b> - with a focus on families with children aged 4-11 in the Gallery and under 5s in the Action Zone	Include the Horniman's existing core audience of loyal family visitors who prioritise their children's learning and development. The wide range of the Horniman offer appeals to them, and they know to expect a high-quality and enriching experience. Often repeat visitors.
		<b>Adult Cultural Enthusiasts</b>	Cultural Enthusiasts relish any opportunity to be immersed in new cultures, ideas, tastes and experiences. Along with their varied interests, they also appreciate quality and depth of engagement.
	Secondary	<b>School groups</b>	Primary (Key stage 2) and Secondary school pupils from schools located in areas of significant economic disadvantage, and in receipt of Pupil Premium, with limited cultural capital and/or access to green space, who infrequently visit museums and have not considered museum careers.
		<b>On the Margins</b>	Adults accessing support for their mental health; people accessing asylum-seeker and refugee support services; isolated adults referred through social prescription services; young families from diverse ethnic and NS SEC 5-8 backgrounds; disabled people; and young people, particularly those intersecting with the above characteristics.

<sup>1</sup> The Horniman uses a bespoke segmentation system - full report available on request

### 3. Deliverables:

#### 3.1 General:

This tender is for Works comprising the design, fabrication, installation and commissioning for the AV Software package of works for Nature + Love at the Horniman Museum and Gardens.

The Contractor is welcome to bid for all elements or a subset, and should make clear which element(s) they are bidding for in the tender return and the pricing schedule provided in Appendix C.

The Contractor will provide everything necessary for the execution and completion of the works, in accordance with the contract and all drawings, specifications, schedules and/or instructions issued to them, and will deliver the Works to the Client complete.

Where the extent of the work cannot be reasonably ascertained, the Contractor shall clearly state what has been included in the Tender Sum. No subsequent details or drawing revisions shall be deemed to be a variation if, in the opinion of the Client, it would have been reasonably foreseen or required in the integrity of the works.

The Contractor shall be deemed to have allowed for all labour, temporary works, interfacing, materials, etc. to carry out and complete the works described.

All the products and materials described in this specification shall be covered by a full performance guarantee (materials, parts and labour) for a 'life expectancy' of 25 years. The guarantee period shall commence from the date of Interim Project Completion. 'Life expectancy' is defined by media working the same in 25 years as it does on the day of handover.

The Contractor shall identify and provide a person responsible for the coordination, liaison and development of the works who shall efficiently supervise the execution of the works using their best skill and attention. The Contractor shall not remove such person from the works without the prior written approval of the Project manager (such approval shall not be reasonably withheld) and if such approval is given, the contractor shall be responsible for replacing such person or persons with a person or persons of equivalent competence.

The Contractor is to provide (named) Producer/Project Manager to Liaise with Client, Exhibition Designers and the Project manager.

The Contractor will be expected to provide a detailed programme for the execution of the works within two weeks of being awarded the contract.

The Contractor is to include all preliminaries and expenses (e.g. travel, presentation materials etc) within the pricing schedule.

The Contractor is to be responsible for co-ordinating their work with other relevant contractors as required where there is a direct interface (see below for Project team and contractors).

#### 3.2 Specific AV elements:

Please see Appendix B for full briefs of each AV element. Each element should be costed for separately and broken down into stages as appropriate using the Pricing Schedule provided in Appendix C.

AV elements:	
AV17	Ceiling projection
AV3	Fossils brought to life interactive
AV10	Rewild the city interactive
AV5	Walrus porthole films
AV21	Conservation success film
AV23	Adaptations film – Air/Water
AV24	Adaptations film – Water/Land

AV27	Changing Arctic film
AV15	NEAZ Robin song
AV16	NEAZ Fox language
AV22	Sounds of extinction
AV26	Sound of walrus

For each AV element as appropriate:

- Initial concept document
- Final concept document
- Prototype / First edit of film
- Alpha version / Second edit of film
- Beta version / Final edit of film
- Footage/image licensing and copyright (as specified for each element in the briefs)
- Subtitling and BSL interpretation for elements with dialogue
- Final programme
- Final delivery
  - Software fully tested, proof-read and signed-off
  - O&Ms
  - Agreed snagging list
  - Staff training as necessary
  - Details for any copyrighted materials
  - Health and Safety files
  - Backup copy of software provided to client
- Defects period – see below.

Pricing is to be based primarily on the tender briefs. A level of value engineering may be required to stay within the budget, and the contractor should provide options for this should the quote exceed the specified budget.

#### 4. Project Team:

##### 4.1 Horniman Museum and Gardens:

- Director of Collections Care and Estates: **Kirsten Walker**
- Head of Estates: **Beth Hodges**
- Nature + Love Capital Project Coordinator: **Adele Harrington**
- Exhibitions and Design Manager: **Cressida Diez-Finch**
- Content and Exhibition Project Manager, Nature + Love Project: **Mary Cavanagh**
- Principal Curator of Natural Sciences: **Joanne Hatton**
- Senior Curator, Nature + Love Project: **Louis Buckley**
- Senior Workshop Technician: **Erik Ehrsson**

The Content and Exhibitions Project Manager, Mary Cavanagh, will manage the tender process and monitor the progress of the project.

##### Focus Consultants – Project and cost managers

- Consultant Project Manager: **Jasmine Farram**

##### Studio MB – Designers

- Design Director: **Mhairi Naismith**
- Graphic Designer: **James Poppa**

- Illustrator: **Owen Davey**
- Infographics illustrators: **Seeing Things**

#### Exhibition fitout contractors

- Preferred principal contractor (TBA): **The Hub**
- Preferred AV hardware (TBA): **Electrosonic**

#### Other

- Lighting designer: **Michael Grubb**
- Preferred Base-build contractor (TBA): **Rooff**
- M&E contractors: **Skelley and Couch**

### 4.2 Meetings:

The AV software contractor will be expected to attend a number of meetings during the development of the deliverables. This will include a kick-off meeting, content briefings, design meetings, review meetings, and value engineering/cost meetings as needed. Some meetings will be conducted in person at the Horniman Museum, some will be online via Microsoft Teams, to be agreed with the Project Manager.

## 5. Timescales

### 5.1 Proposed procurement timetable

This is intended as a guide and the client reserves the right to depart from this at any stage.

- Issue invitation to tender: 11<sup>th</sup> November 2024
- Tender period: Monday 11<sup>th</sup> November – Friday 20<sup>th</sup> December 2024
- Site visit opportunities\*:
  - w/c 18 November 2024
  - w/c 25 November 2024
- Evaluate tenders and clarification meetings – 6<sup>th</sup> January – 24<sup>th</sup> January 2025
- Confirmation of appointment – 27<sup>th</sup> January 2025
- Aim to appoint AV Software producer – 14<sup>th</sup> February 2025

\*These to be pre-arranged by appointment with the Project Manager, Mary Cavanagh. Please note that the Natural History Gallery is currently closed and is only accessible during a pre-arranged site visit.

5.2 The following is a basic outline of project timings. A full programme will be available on appointment:

#### Outline project timing:

Basebuild strip out and construction	<b>January 2025 – February 2026</b>
Exhibition fit out	<b>April 2026 – June 2026</b>
Object installation	<b>July 2026 – December 2026</b>

## 6. Description and Scope of Works:

### 6.1 Development and production of the AV elements listed in Appendix B.

Each element must be appropriate for the specified audience and age-range, and match the look and feel of the gallery including colour scheme, illustration style, and text.

The Horniman will provide content, write and proof-read text, and will work with the contractor to ensure that all AV elements deliver the intended messages for the target audience and are factually accurate.

Functional specification and/or wireframes will be required for all interactives

Production and/or sourcing and licensing of footage and/or images for use within the AV elements listed. In some cases, footage to be used will be specified and sourced by the Client. See individual briefs for details. Unless otherwise specified, the Contractor will be responsible for purchasing and licensing all footage and/or images. Ideally, licences should allow for royalty-free use of the footage/image in perpetuity in the display, and in its promotion and dissemination. However, if more restrictive licences are needed to stay within the budget, this can be considered.

The Client team will at each stage evaluate against the brief/previous instructions, prior to issuing an instruction to proceed to the next stage.

The briefs take precedence over the pricing schedule. Pricing is to be based primarily on the tender briefs. A level of value engineering may be required to stay within the budget, and the contractor should provide options for this should the quote exceed the specified budget.

### 6.2 Coordination and collaboration with the Horniman Museum, and with relevant stakeholders and contractors e.g. AV integrator/hardware consultant, Exhibition fitout contractor, Designers, and Illustrators.

The Exhibition Designers shall advise the Contractor on the creative development and execution of the Services and will advise the Horniman on questions of quality and suitability.

The Contractor shall ensure that the Services are compatible with lighting levels, acoustic needs and other site arrangements and that picture quality and audio tracks take due note of the levels and conditions of same.

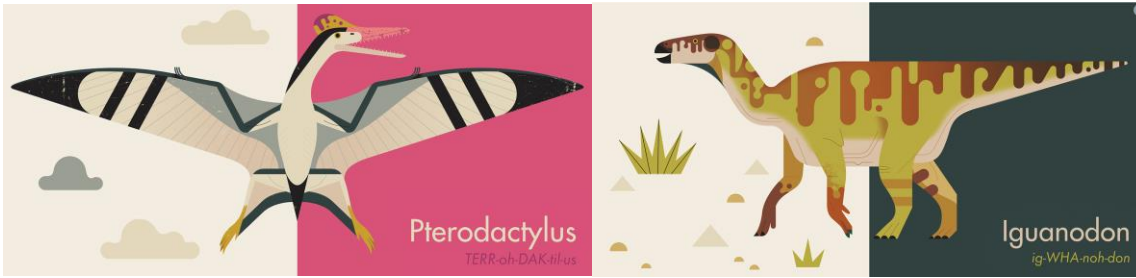
Due note should be paid to all graphic styles, colour palettes and typographic guidelines created by others. The contractor should work closely with the Client and the Exhibition Designer to ensure the AV elements complement the design and illustrations in the gallery, and feel consistent throughout.

Where illustration / animation is included in any AV elements, this does not necessarily need to duplicate the style of other illustrations in the gallery, but should work together with and complement these styles, and give a sense of unity with the rest of the gallery. The following illustrations are examples from our appointed illustrators: Owen Davey ([Owen Davey Illustration](#); contact: [info@folioart.co.uk](mailto:info@folioart.co.uk)) and Seeing Things ([Seeing Things](#); contact: [info@seeing-things.co.uk](mailto:info@seeing-things.co.uk)). These are **for reference only** and do not depict illustrations that will appear in the gallery.

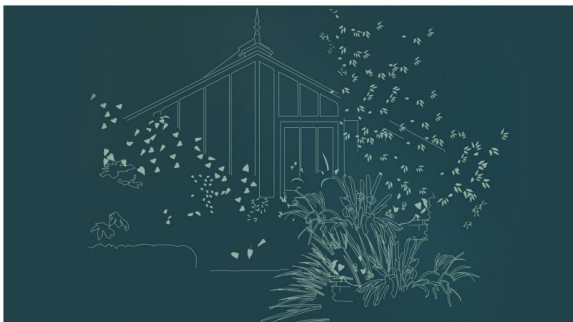
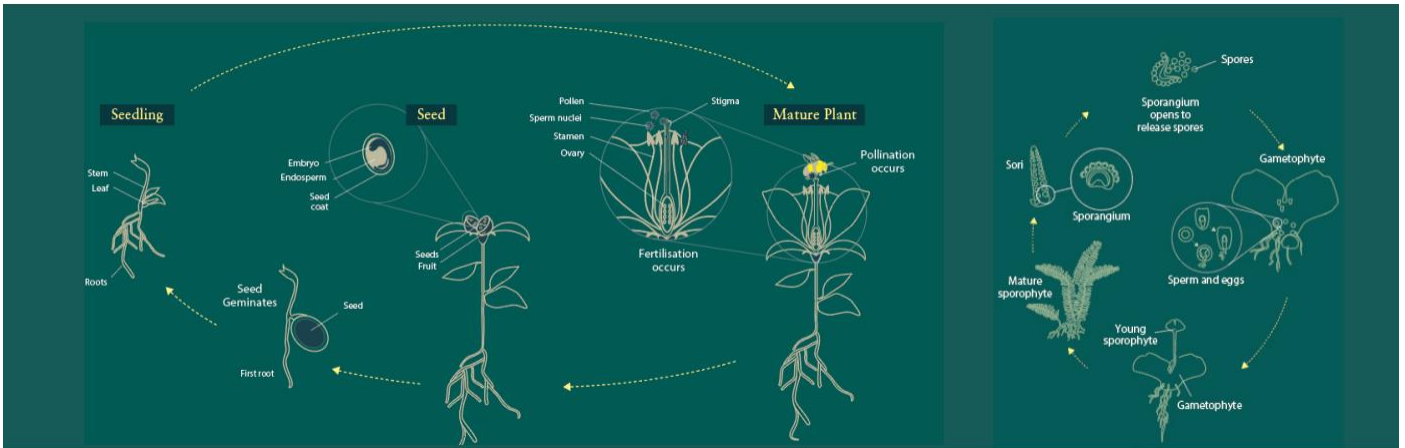
#### Owen Davey:







**Seeing Things:**



Due note should be paid to all Equalities Act / access guidelines as directed by the Client, including subtitles and BSL interpretation for all elements with dialogue.

Contractor is to provide operational manuals that include a full documentation of each of the programmes installed, a description of the mode of operation of all programmes including installation, software/hardware dependencies, custom settings, content updating, operation and shutting down instructions, procedures for fault finding and emergency procedures, including telephone contact numbers for emergency service.

**6.3 Prototyping and user testing**

The Horniman Museum is committed to working with our audiences to ensure all displays and exhibits are visitor-centred. It is particularly important to us that interactive exhibits are robustly tested with their target audiences, and we would like to do this on site at the Horniman Museum.

The interactive exhibits (*AV3 Fossils come to life* and *AV10 Rewilding the city*) will require significant testing to ensure they meet the needs of the target audiences, and are delivering the associated key messages.

The Contractor should allow in their development programme for clear and extended periods for user-testing, and for this to influence and change design and interaction as required. This should include:

- formative evaluation of concept and/or prototype
- working prototype/s for Horniman user testing
- implementation of amendments to software resulting from the Client's evaluation
- implementation of reasonable iterative adjustments to software during the production stages, in collaboration with and as advised by the Client

HMG and the Design Team expect that the physical installation and visual effect of the ceiling projection (AV17) will be challenging. The contractor is to allow for interim on-site prototyping of proposals to verify the creative approach. The timing of these will need to be agreed around the base build on-site works and will need to be coordinated with the appointed AV integrator. Early VR testing may also be a useful tool.

We are open to different forms of prototyping, and the Contractor should detail in their response their approach to testing, and proposed methodology.

The Contractor will ensure that the final product, before delivery, has undergone:

- Bug testing, eliminating software errors
- Robustness/stress testing (putting the software and hardware under 'higher than normal operation' stress)
- Final versions should be provided in due time for the Client to perform their own checks, including proof-reading, and the contractor should make any final changes promptly

#### **6.4 Final Delivery of Programmes and Source Code, Installation on Site, and Hand Over**

Upon delivery and installation of all final AV elements, a complete set of source code and documentation, including O&Ms, is to be delivered to the Client for safekeeping and verification. A drive should be provided that can be held in store by HMG containing:

1. Final Presentation Copy, complete with any text overlays and subtitles
2. Final Presentation Archive copy - as above but as an uncompressed file for future use
3. Final Presentation without text, overlays or subtitles - this is to allow for future edits / cuts / translation, uncompressed version

The Contractor will be responsible for transferring all assets and source files in accordance with the guidelines set out by the Client, the Project Manager and the AV Hardware Contractor. This includes any licence/copyright documents (e.g. for software and stock images) and source code for safe keeping.

Contractor to deliver finished programmes to the AV Hardware Contractor in an agreed format.

The Contractor should allow to attend site during the installation, programming and commissioning period to ensure that the installation is clear and seamless

The Acceptance Testing process will involve the Client opening the files in the coding environment to check that all files are present and exported accordingly

The Contractor will assist in any issues with the delivery of all source code until the Client has confirmed that the files have exported correctly.

The final stage payment will be contingent on the satisfactory delivery of the above, and a proportion of the total fee will be kept as a retention, to be paid after the Defects Liability Period is complete (see section 6.6 below).

#### **6.5 Training**

The Horniman has limited in-house technical support. Interactive elements should be designed to be as simple as possible to install and maintain, and should use off-the-shelf rather than bespoke elements wherever possible.

If any interactives do require bespoke or non-conventional methods of installation, calibration, maintenance or similar, the Contractor will provide adequate training to the Client's technical team and/or their AV hardware maintenance contractors.

The training should be supported with clear documentation, which should be made available in the Operations and Maintenance Manual.

## 6.6 Defects period

The Contractor will rectify any defects notified by the Client within a reasonable period of time to be agreed on appointment.

The Contractor will, for a period of 12 months after installation, monitor and amend any bugs and errors to the software. The software will be considered bug-free when it has run without errors for a period of three months, and the Defects Liability Period will end when 12 months (post-Project Completion), and a three-month error free period has completed.

## 6.7 Preliminaries

All tenderers should provide a cost against preliminaries, including all site requirements, and include additional information and costs. These should be included and detailed in the Pricing Schedule provided in Appendix C.

## 7. Tender Response:

Please register your interest by email to Mary Cavanagh ([mcavanagh@horniman.ac.uk](mailto:mcavanagh@horniman.ac.uk)) by 18<sup>th</sup> November 2024. Requests for site visits and clarifications may be also asked by email to Mary. The final date for queries is 29<sup>th</sup> November 2024, after which date all will be answered to all companies who have registered interest.

Formal tender submissions must be received by 12pm (noon) on Friday 20<sup>th</sup> December 2024. Tender submissions should be made electronically via Contracts Finder. We do not expect hardcopy submissions.

Documents may be sent in MS Word or PDF format. Receipt of submissions will be acknowledged by email.

### 7.1 Supplier Selection

Tender responses will be evaluated against the selection criteria below:

CRITERION	Percentage weightings
Costs (please use the Pricing schedule provided in Appendix C)	40%
Creative response and approach to the works, including: <ul style="list-style-type: none"><li>Proposed methodology and approach: please provide detailed responses to the AV17 (ceiling projection) and AV10 (rewilding interactive) briefs</li></ul>	30%

<ul style="list-style-type: none"> <li>Proposed methodology for prototyping and visitor testing with the Horniman team and audiences.</li> <li>Proposed methodology for footage/image research</li> <li>Any planned use of sub-contractors and approach to contractor design elements</li> <li>Outline approach to sustainability and environmental policies</li> </ul>	
<b>Proposed team, including:</b> <ul style="list-style-type: none"> <li>At least 3 examples of relevant projects worked on, ideally within a museum and for similar audiences, with named referees with contact details</li> </ul>	15%
<b>Quality assurance, including approach to testing, maintenance and snagging</b>	10%
<b>Programme</b>	5%
<b>Total:</b>	<b>100%</b>

Tender responses will be evaluated by Mary Cavanagh, Cressida Diez-Finch, Kirsten Walker, Jo Hatton, and Louis Buckley (HMG); Focus Consultants; and Studio MB.

## 7.2 Structure of tender submissions:

Please include all items you are bidding for, as listed in the pricing schedule (Appendix C). Include all preliminaries and expenses.

### Your other details

Creative response, proposed method statement and outline programme of work.
At least 3 examples of relevant projects worked on, with named referees with contact details
A statement of any risks that you foresee for this project and what mitigations you would put in place
Details of your company history and profile, with financial information (including the last two years sets of accounts) and environmental policy.
A suitable single point of contact for all correspondence relating to the tender, including email address, postal address and telephone number(s).
Details including contact information for any sub-contractors you would plan to use

## 7.3 Contract award

Suppliers and those organisations looking to bid for public sector contracts should be aware that if they are awarded a new contract with a publicly funded body, the resulting contract will be published. In some circumstances, limited redactions will be made to some contracts before they are published in order to comply with existing law and for the protection of national security.

We will award the contract in part or full based on financial and other considerations. Contractors are encouraged to attend an on-site visit to the Horniman Museum Gardens ahead of tender submission. The Horniman will not be responsible for any misinterpretations of the tender based on incorrect assumptions about the site or project scope.

The Client shall not be bound to award a Trade Contract to the tenderer submitting a tender with the lowest price, or to any tenderer.

The Client has the right to omit items during bid clarification.

## 8. Contract Terms and Conditions

### Horniman Museum and Gardens Standard Terms & Conditions of Purchase for Goods and Services (November 2018)

#### 1. Definitions

In these conditions "HMG" means the Horniman Public Museum & Public Park Trust (known as the Horniman Museum and Gardens); "Contract" means the Purchase Order together with these Conditions and any other documents attached or referred to therein; "Data" means all designs, models, mock ups, drawings, prints, samples, analysis results, data and documents of all kinds, materials, photographs, negatives, diskettes, films, software or any similar items supplied by the HMG or procured from the Supplier of any third party for the purposes of the Contract; "Goods" means the goods specified in the Purchase Order (or amendment thereof) to be supplied by the Supplier in accordance with the Contract. "IPRs" means all copyright and other intellectual property rights, howsoever arising throughout the world and in whatever media or format, whether or not registered, including patents, trademarks, service marks, database rights, trade names, design rights, performance rights (incorporating, without limitation, an irrevocable license to use the name, sobriquet, autograph, likeness, photograph, portrait, caricature, silhouette or voice of any performer), publication and distribution rights and any applications for the protection or registration of these rights, for the full period for which such copyright and other rights subsist including all renewals, revivals and extensions thereof; "Purchase Order" means the HMG's official numbered order; "Services" means the services specified in the Purchase Order including the giving of advice (or amendment thereof) to be carried out by the Supplier in accordance with the Contract; The "Supplier" means the supplier named in the order.

#### 2. Assignment or Sub-Contracting

The Supplier shall not assign or subcontract the whole or part of the benefits or burdens under the Contract without the previous consent of the HMG. The HMG may assign or subcontract the whole or part of the benefits or burdens under the Contract to any company which is a subsidiary of the HMG.

#### 3. Performance

Goods supplied under this Contract shall: (a) be of good and sound design, materials and workmanship; (b) be of merchantable quality and fit for the purpose(s) for which they are supplied under the Contract; (c) conform as to description, specification and quantity with the particulars stated in the Contract; (d) comply with all statutory requirements; (e) be free from any defect in title; and (f) be returnable to the Supplier within 21 days in the event the Goods are damaged or have suffered damage during manufacture or transit which could reasonably be discerned from the inspection on delivery or which are not in accordance with the Contract, in which case the Contract shall be deemed to be terminated in accordance with clause 20 (a).

Services executed under the Contract shall (a) be carried out with reasonable skill and care; (b) be carried out with due expedition and in so far as is reasonably practicable within the time if specified under this Contract; (c) comply as to the description, specification and quantity with the particulars stated in the Contract; and (d) comply with all statutory and other regulations applicable to the Services that are in force at the time and delivery of the Services.

#### 4. Price/Payment

- (a) The price(s) detailed in the Contract shall remain firm and fixed for the duration of the Contract. The Supplier shall send a detailed invoice; with VAT quoted separately, quoting the Order number to the Finance Department, Horniman Museum & Gardens, 100 London Road, London, SE23 3PQ or may be emailed to [invoices@horniman.ac.uk](mailto:invoices@horniman.ac.uk).
- (b) Payment will be made by the HMG no later than the end of a period of 30 days from the date on which relevant invoice is regarded as valid and undisputed. HMG will consider any invoices for payments submitted by the Supplier in a timely fashion and undue delay in doing so is not to be regarded as sufficient justification for failing to treat an invoices as valid and undisputed.

- (c) In the case of the supply of Services: unless otherwise expressly agreed on the face of the Purchase Order the Supplier shall be fully responsible for arranging his/her travel and any accommodation (and that of any member of the Supplier's staff or any person employed or engaged by a sub-contractor, agent or servant of the Supplier) within and/or to and from the United Kingdom in connection with Contract (including but not limited to all flights, transfers and other travel arrangements, travel insurance and visas) and shall be fully responsible for meeting all costs associated with the above.

#### 5. Delivery/Completion of Order

The Goods shall be delivered at the times, dates and place specified in the Contract. Delivery shall be deemed to be made on receipt of the Goods by the HMG in accordance with the Contract.

The Services shall be deemed completed when completed in accordance with the Contract. Where the Supplier requires access to the HMG's premises in order to discharge its obligations under the Contract, the Supplier shall at all times comply with the security requirements and site rules and regulations of the HMG and it shall be responsible for effecting its own insurances which shall, where applicable, include employer's liability, professional indemnity and public liability insurance.

#### 6. Inspection, Rejection and Guarantee

Without prejudice to any of its other rights hereunder, the HMG may by notice to the Supplier reject all or any of the Goods and/or Services if the Supplier fails to comply with any of its obligations under the Contract. The HMG shall not be deemed to have accepted the Goods and/or Services until the HMG has had a reasonable time after delivery to inspect the Goods and/or Services without charge. The Supplier shall at the HMG's option replace Goods or rectify Services rejected by the HMG with Goods and/or Services which in all respects conform to the Contract or credit the HMG with the invoice price thereof. The Supplier shall guarantee the Goods for the shorter of 12 months from putting into service or 18 months from delivery.

#### 7. Risk and Property

Risk and property in the Goods shall without prejudice to any other rights or remedies of the HMG pass to the HMG at the time of acceptance of the delivery of the Goods at the HMG.

#### 8. Damage in Transit

The Supplier shall without charge to the HMG promptly either repair or replace (at the HMG's option) any Goods damaged in transit or which having been placed in transit fail to be delivered to the HMG, provided that the HMG gives notice, within 30 days of delivery, of damage to the goods or within 10 days of the notified date of delivery that the Goods have not been delivered.

#### 9. Labelling and Packaging

The Goods shall be packed and marked in a proper manner and in accordance with the HMG's instructions and any statutory requirements and any requirements of the carrier. The Goods shall be marked with the Purchase Order number and name of contents on each container and all containers of hazardous Goods (and all related documents) shall bear prominent and adequate warnings. All packaging materials will be considered non-returnable and destroyed unless the Supplier's advice note states otherwise.

#### 10. Intellectual Property Rights

Any Data supplied by the HMG for the purposes of the Contract shall remain the unencumbered intellectual property of the HMG.

The Supplier warrants that in the manufacture of the Goods/ supply of Services/ provision of know-how to the HMG under the Contract the Supplier shall not infringe the IPRs of any third party and that the Supplier shall ensure that it has the right to provide such know-how and is not disclosing the same in breach of confidence.

Unless HMG otherwise expressly agrees in writing all IPRs in the Goods and/or Services (including without limitations IPR's comprised in any associated Data) prepared or developed (or to be

prepared or developed) by the Supplier under or in connection with the Contract are hereby assigned to and shall vest in the HMG free from any encumbrance and with full title guarantee. The Supplier unconditionally, irrevocably and in perpetuity waives all moral and author's rights and rights of a similar nature under the laws of any jurisdiction which the Supplier may have in Goods and/or Services and any associated Data.

If for the delivery of the Goods/supply of the Services the Supplier requires the supply by HMG of Data comprising the registered and/or unregistered trademarks of the Horniman Museum and Gardens, together with permission to use the same, such permission and supply shall only be made in the format and context agreed in each case in writing in advance by the Trustees of the Horniman Museum and Gardens, and shall require the Supplier to comply with any brand guidelines and license conditions communicated to the Supplier from time to time. Any right to use the registered and/or unregistered trademarks of the Horniman Museum and Gardens will automatically terminate upon termination of this Agreement.

#### 11. Health and Safety

The Supplier shall comply with the requirements of the Health and Safety at Work Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety in performance of this Contract and/or working on the HMG's premises.

#### 12. Prevention of Corruption

The Supplier shall not itself or in conjunction with any other person:-

(a) corruptly solicit, receive or agree to receive, for it or for any other person, or  
(b) offer or agree to give to any person in the HMG's service, or any other supplier who has a contract with the HMG any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person, in relation to this Contract or any other contract to which the HMG is party.

Without prejudice to clause 17, the HMG may forthwith terminate the Contract with the Supplier if the Supplier is

(a) in breach of clause 12; or  
(b) convicted of any offence under the Bribery Act 2010

Any dispute or difference of opinion arising in respect of either the interpretation or effect or application of this clause 12 shall be decided by HMG whose decision on the matter shall be final and conclusive.

#### 13. Indemnity

The Supplier shall indemnify and keep indemnified, the HMG against:

(a) all claims, proceedings, actions, damages, legal costs, expenses and other liabilities whatsoever arising out of or in connection with the supply of Goods and/or Services and/or the assignment of IPR's pursuant to the Contract, in respect of death or personal injury to any person (including, without limitation, employees of the HMG), or any damage to property, loss, damages, costs, or other claim for compensation and any legal or other expenses which are awarded against or incurred by or paid or agreed to be paid by the HMG, however the same may arise, unless caused by the negligence of the HMG;

(b) (in the supply of Services) any demands for any income tax and primary and secondary class 1 National Insurance or similar contribution, including any penalties or interest arising from any claim that the Supplier (which expression in paragraphs (b) (c) and (d) of this clause 13 includes or any member of the Supplier's staff or any person employed or engaged by a sub-contractor, agent or servant of the Supplier) is or was an employee of the HMG at any material time during the performance of the Contract;

(c) (in the supply of Services) any claim whether statutory, contractual or at common law brought by the Supplier and arising out of or based upon an allegation that the Supplier was at any material time during the performance of the Contract an employee of the HMG;

(d) (in the supply of Services) any penalties or charges incurred by the HMG in connection with the Supplier's immigration status; and

(e) the HMG's reasonable costs (on a full indemnity basis) of dealing with any such claim or matter under (a), (b), (c) or (d) above.

#### 14. Taxation

At all times during the term of this Contract or after it has ended, the Supplier shall comply properly with the requirements of all relevant legislation and agreements relating to payment of value added tax, corporation taxes, income and other taxes and statutory charges levied in respect of the provision of the services to HMG and/or the fees payable to the Supplier under this Contract ("the Tax"), and shall be responsible for payment of the Tax.

Where the Supplier is liable to National Insurance Contributions (NICs) in respect of consideration received under this Contract, they shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration, and shall be responsible for paying all NICs.

HMG may, at any time during this Contract, request the Supplier to provide information which demonstrates how the Supplier complies with the above obligations in relation to taxation or why those clauses do not apply to the Supplier. Such a request may specify the information which the Supplier must provide and the period within which that information must be provided.

HMG may supply any information which it receives under a request above to the Commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.

#### 15. Insurance

The Supplier shall effect and maintain general third party and where applicable product liability and professional indemnity insurance cover with a combined bodily injury and property damage limit of not less than five million pounds (£5,000,000) per occurrence or series of occurrences arising from the one event and unlimited cover in any period of insurance (aggregate or product liability). Such insurance shall contain an indemnity or principals clause. The Supplier shall provide evidence of such cover to HMG, if requested.

#### 16. Confidentiality

(a) The Supplier shall treat all information, data or process in connection with the Contract as confidential and shall not use any confidential information supplied by the HMG other than for the purposes of the Contract.

(b) The Supplier acknowledges and agrees that HMG may at any time during the term of the Contract be subject to a legal duty or central governmental directive to publish prescribed parts or full terms of any contract in the public interest (including without limitation the whole or any terms of this Contract and the specification/scope of services and/or the prices comprised herein) and that such legislation or central governmental directive overrides any contractual duty of commercial confidence owed to the Supplier whether under this Contract or otherwise and the Supplier waives any and all rights of claim for breach of commercial confidence against HMG, its agents and employees, howsoever arising, and shall hold HMG, its agents and employees, harmless in respect of any claim for loss or damage suffered by the Suppliers as the consequence of HMG's discharge of any duty of law of central government policy to publish prescribed parts or the whole of this Contract.

(c) Information supplied electronically by HMG to the Supplier, marked as "Sensitive" encrypted and password protected shall not be transmitted by the Supplier to any third party other than in an encrypted and password protected format and with the prior consent in writing of HMG.

(d) Where the Services supplied under this Contract involve:

(i) the handling by the Supplier of the personal information of citizens, such as home addresses, bank details or payment information; or

(ii) the personal information of employees or agents of HMG such as payroll, travel booking or expenses information; or

(iii) the supply of ICT systems and services which are designed to store, or process, data marked "official" or "sensitive" by HMG;



Then, in any of the above cases (i)-(iii):

(iv) where the Supplier acts as HMG's data processor, HMG and the Supplier must enter into a collateral agreement or addendum to this Contract governing such data processing in compliance with the Data Protection Act 2018 and the Privacy and Electronic Communications (EC Directive) Regulations 2003 (SI 2426/2003) and all applicable laws and regulations relating to the processing of personal data and privacy, including where applicable the guidance and codes of practice issued by the Information Commissioner or any other supervisory authority, and the equivalent of any of the foregoing in any relevant jurisdiction; and

(v) the Supplier shall hold and maintain Cyber Essentials (or, if appropriate, Cyber Essentials Plus) certified assurance in respect of cyber security to the standards set out in the HM Government Procurement Policy Note: *Cyber Essentials Scheme; Action Note 09/14; 25 May 2016*, a copy of which may be inspected here: <https://www.gov.uk/government/publications/procurement-policy-note-0914-cyber-essentials-scheme-certification>

#### 17. Transparency

(a) The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the Freedom of Information Act ("the Act") the text of this Agreement, and any Schedules to this Agreement, is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any part of the Agreement or its Schedules is exempt from disclosure in accordance with the provisions of the Act

(b) Notwithstanding any other term of this Agreement, the Contractor hereby gives its consent for the Authority to publish this Agreement and its Schedules in its entirety, including from time to time agreed changes to the Agreement, to the general public in whatever form the Authority decides.

#### 18. Suppliers Staff

HMG reserves the right to refuse to admit to its premises (or to withdraw permission to remain on its premises), any member of the Supplier's staff or any person employed or engaged by a sub-contractor, agent or servant of the Supplier:

(a) who does hold all necessary and applicable immigration permits to work legally for HMG pursuant to this Contract;

(b) in respect of whom the Supplier cannot or does not provide all necessary details and/or supporting documentation as requested by HMG from time to time to enable HMG at its own cost to conduct relevant security clearance checks to satisfy the requirements of HMG's Security Policy and HMG's Baseline Personnel Security Standard for the verification of the identity, nationality, and immigration status, employment history and criminal record prior to and during the continuance of this Contract;

(c) who does not wear or carry valid HMG identification at all times while on the HMG's premises and produce it immediately upon the HMG's request; or

(d) whose admission or continued presence would be, in the unfettered opinion of HMG contrary to its interest.

The Supplier shall at all times adhere to the requirements of the National Minimum Wage Act 1998 (as amended from time to time).

The Supplier warrants that its Staff have obtained the necessary immigration authorisation to allow the Supplier and its Staff to work legally for HMG for the term of this Contract (whether in the United Kingdom or at another location).

HMG and/or its authorised representative shall be entitled, at any time and without giving notice to the Supplier, to carry out at its own cost such tests of the Supplier's compliance with the requirements of this clause as it may deem necessary. Such tests shall be designed and implemented so as to minimise the impact on the Supplier's performance of this Contract.

#### 19. Disability Rights

The Supplier warrants that all Goods and/or Services supplied under this Contract conform (or shall be capable of conforming in the hands of the HMG) with the guidance contained in the Disability

Rights Commission's Code of Practice: Rights of Access: services to the public, public authority functions, private clubs and premises (2006) a copy of which may inspected at <http://www.opsi.gov.uk/SI/si2006/20061967.htm>.

## 20. Termination

(a) Without prejudice to either party's other rights and remedies under this Contract or at law, either party may terminate the Contract forthwith on notice if the other ("the defaulting party"):

(i) commits a breach of this Contract and fails to remedy such breach (where it is capable of remedy) within 30 days of receipt of a notice in writing requiring it to do so; or

(ii) ceases to trade, or is unable to pay its debts as they fall due or has a petition presented or a meeting convened for the purpose of winding up the defaulting party or enters into liquidation whether compulsorily or voluntarily or compounds with its creditors generally or an administration order is made in relation to it or it has a receiver or administrative receiver appointed over all or a substantial part of its assets or any similar analogous order is made or proceeding commenced or officer appointed or action taken in consequence of debt.

In the event of termination by the HMG under sub-clause 20(a), the HMG may retain from any amount due to the Supplier under the Contract an amount equal to any bona fide claim the HMG may have against the Supplier arising out of such breach including reimbursement costs incurred up to the date of termination.

(b) The HMG may at its convenience terminate the Contract or any part thereof at any time by giving notice to the Supplier. In this event the HMG shall subject to any other provisions of the Contract pay the Supplier for all Goods and/or Services supplied in accordance with the Contract up to the time of termination and shall otherwise be free from liability to the Supplier.

(c) Upon termination of the Contract the Supplier shall immediately return to the HMG any HMG Data or equipment or other materials belonging to the HMG which the Supplier may have in its possession.

(d) HMG may summarily terminate this Agreement in writing to the Supplier if the Supplier in the case of a request for taxation information referred to in Clause 14 above -

(i) fails to provide information in response to the request within a reasonable time (as specified by HMG);

(ii) provides information which is inadequate to demonstrate either how the Supplier complies with the taxation requirements in clauses 14 above or why those clauses do not apply to the Supplier;

(iii) fails to provide the specified information within the period specified by HMG; or

(iv) receives information which demonstrates that, at any time when the taxation requirements set out in clause 14 above apply to the Supplier, the Supplier is not complying with those clauses.

## 21. Entirety

The Contract constitutes the entire agreement between the parties and shall prevail over any terms contained in the Supplier's acceptance of the Purchase Order. No terms may be implied herein from any course of regular previous dealings between the Supplier and the HMG. The Contract supersedes all prior negotiations representations and undertakings, whether written or oral, except this clause shall not exclude liability in respect of any fraudulent misrepresentation. The Contract may not be modified except by an instrument in writing signed by the duly authorised representatives of HMG and the Supplier.

## 22. Notices

Except as otherwise expressly provided within the Contract, no notice or other communications between the parties shall have any validity under the Contract unless made in writing by or on behalf of the party concerned.

## 23. Scope of the Contract

Nothing in the Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the HMG and the Supplier.

24. Third Party Rights

Neither the HMG nor the Supplier confers or purports to confer on any third party any benefits or any right to enforce any term of this Contract under the Contracts (Rights of Third Parties) Act 1999.

25. No Partnership or Agency:

Nothing in the Contract shall create, or be deemed to create a legal partnership or the relationship of employer and employee between HMG and the Supplier. The Supplier shall not in any way represent itself as being the other or an agent, partner, employee or representative of HMG.

26. Right of Audit

The HMG and/or its agents shall have the right on reasonable notice to inspect the Supplier's records relating to the supply of Goods or Services under this Contract as it may reasonably require in order to ascertain the Supplier's compliance with the terms of this Contract.

27. Governing Law

This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to non-exclusive jurisdiction of the courts of England and Wales.

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