



Joint Panel Meeting
Wednesday, 30th March, 2022 at 3.00 pm
in the Assembly Room, Town Hall, Saturday Market
Place, King's Lynn PE30 5DQ

Reports marked to follow on the Agenda and/or Supplementary Documents

1. **Cabinet Report - Guildhall Governance Arrangements** (Pages 2 - 204)

To consider the report (to follow) and make any appropriate recommendations to Cabinet.

Contact

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REPORT TO CABINET

Open		Would any decisions proposed:			
Any especially affected Wards	Discretionary / Operational	Be entirely within Cabinet's powers to decide		YES/NO	
		Need to be recommendations to Council		YES/NO	
		Is it a Key Decision		YES/NO	
Lead Member: Cllr Graham Middleton E-mail: cllr.graham.middleton@west-norfolk.gov.uk		Other Cabinet Members consulted: Cllr Nockolds, Cllr Richard Blunt			
		Other Members consulted:			
Lead Officer: Duncan Hall E-mail: Duncan.hall@west-norfolk.gov.uk Direct Dial: 01553 616445		Other Officers consulted: Jemma Curtis, Chris Upton, East Law, Management Team			
Financial Implications YES/NO	Policy/ Personnel Implications YES	Statutory Implications NO	Equal Impact Assessment YES/NO If YES: Pre-screening/ Full Assessment	Risk Management Implications YES	Environmental Considerations YES
If not for publication, the paragraph(s) of Schedule 12A of the 1972 Local Government Act considered to justify that is (are) paragraph(s)					

Date of meeting: 11th April 2022

ST GEORGE'S GUILDHALL AND CREATIVE HUB – PROJECT UNDERWRITING, FUTURE GOVERNANCE AND OPERATING MODEL ARRANGEMENTS

Summary

This report sets out the progress made on the St George's Guildhall and Creative Hub project as part of the Town Deal programme and the Council approvals required as the accountable body and leaseholder/owner of the Centre. The approvals are required to complete both a Business Case for the Towns Fund stage 2; and a Business Plan (and a stage 1 application) to the National Lottery Heritage Fund (NLHF), to secure match funding for the project.

A clear direction and plan on the future management and operational arrangements for the Guildhall and Creative Hub are critical to the NLHF application and Towns Fund Business Case. The Guildhall Project Board (that includes The National Trust and Norfolk County Council) have considered the best governance and operational structure for the future new enterprise, and the most appropriate characteristics of any new legal entity. The recommendation is based on the unanimous views of a number of culture sector specialists consulted, including retained consultants for the project, FEI Ltd.

Recommendations

1. The Council endorses the Vision Manifesto (appendix 1) and the Business Plan (appendix 2) for the Centre for submission to the Towns Fund and NLHF.
2. That following consideration of the options for securing funding for the Guildhall and Creative Hub set out in section 4, the council agrees to amend the capital programme as set out in section 7.3 in the report, to underwrite the match funding required in order to secure the Towns Fund allocation.

3. In the event the NLHF Stage 1 or 2 applications are not successful, a further report be brought back to Cabinet to confirm the final project scope and extent of funding required as detailed in section 7.3 of the report
4. That following a consideration of the options for a governance and operating model that a new separate entity is formed. That on consideration of options (appendix 3), that this entity is a newly formed for purpose Charitable Incorporated Organisation (CIO).
5. That the process of forming a new Independent CIO with a wholly owned trading subsidiary is commenced and matters relating to this including:
 - Finalising the constitution and Governing Document the way the CIO will run
 - Selecting the Chair and two initial trustees before an application to the Charities Commission is made as detailed in section 5 of the report.
 - Choosing a name

are delegated to the Monitoring Officer and Chief Executive in consultation with the Portfolio Holder for Business, Culture and Heritage.

6. The financial implications of the decisions as set out in section 7 of this report are endorsed and reflected in the Council's Financial Plan from 2025 onwards
7. Delegate authority to the Assistant Director for Property & Projects in consultation with the Portfolio Holder for Commercial Property to negotiate and conclude the leases with existing tenants.

Reason for Decision

To provide the match funding evidence for the 'Guildhall and Creative Hub' to secure the £4.8m Towns Fund allocation.

A timely decision about how a future enterprise will be governed and the model under which it will operate is an important part of planning the 'Guildhall and Creative Hub' project and the associated funding submissions. The decision will demonstrate to funding bodies that the council is giving careful consideration and certainty at this stage to the future sustainability of the investment being sought and the key documents that will define the relationship between the council and the entity that will run the Guildhall and Creative Hub.

The project directly supports and will deliver against the Council's commitment and ambitions for culture as set out in the Council's Cultural Prospectus and Town Investment Plan (2021).

1 Background

The Guildhall and Creative Hub is one of 7 projects agreed to proceed by the King's Lynn Town Deal Board under the government's Towns Fund programme, to drive economic growth in our town. Achieving this growth through culture is well understood and forms one of the key components of the Towns Fund. An improved cultural offer helps; along with other components of the Towns Fund Programme, to create and define new purposes and visitor appeal for the town centre, and in this case activate underused valuable heritage assets.

The Cabinet Report on the Towns Fund Programme on 24th August 2021 covered matters relating to the Guildhall and Creative Hub proposals – In respect of section 5, it stated 'Progress the future management and and operational arrangements for the Complex including assessing the option to form a Charitable Incorporated Organisation (CIO)'. Further work has now been undertaken by the council and its partners which is now presented in this report. It also set out the proposed funding package required to deliver the project which in addition to the Towns Fund and Borough Council, included seeking funding from the NLHF.

2. Current Status of the Site:

The Guildhall Theatre and Fermoy Art Gallery are part of a site that comprises of buildings constructed and modified in different time periods. In broad terms, the northern units are in the ownership of the National Trust leased to council and the southern buildings are freehold owned by the council. Since approximately the late 1980s, the site has gradually become subdivided with various sub-leaseholders of the council taking parts of the site, in many cases on peppercorn rents. In broad terms, this has led to a situation where no one lease holder has been able to make enough profit to support their activities and maintain the buildings and certainly not a wider engagement with the site. It is subdivided to the point it is economically unviable. Alive West Norfolk currently manage the site on a 'hall for hire' model but with no active programming or presence on site. Access for visitors has in recent years been facilitated by volunteers of the Shakespeare Guildhall Trust.

As a result, the site operates on a net deficit of circa £150k per annum (excluding any maintenance liabilities), due the extent the site is underutilized and lack of proactive programming or management to large parts which are in public ownership. Further details are set out in section 7 of the report.

3. Project Vision

Working in partnership with Norfolk Museums Service and The National Trust, a new and holistic approach has been taken to developing the Centre through the Guildhall and Creative Hub project, taking into consideration the feedback received from the previous unsuccessful NLHF application for the Guildhall in 2016 which stated, '*The bid provided insufficient evidence of a rethink and fresh approach, repeating previous patterns of use as a theatre and art gallery.*' The recommended approach demonstrates to NLHF that the council and partners have carefully considered and addressed the failings of the previous application and are taking a holistic approach to the whole site, responding to a programme of public consultation, following cultural sector best practice and operational models.

Cultural specialists, FEI Ltd, were commissioned in September 2021 to prepare a business plan for the project (appendix 2). Extensive consultation was undertaken by FEI and officers to develop a detailed Activity Plan for the future uses and activities on the site on which the business plan is based. The proposals will create a cluster of arts and culture activity for residents and visitors and for the local community by: -

- Refurbishing the historic Theatre and enhancing physical access– with a reference to its exceptional historical value and Shakespearian connection
- Creating opportunities for local creative enterprises
- Creating inspiring spaces (whole complex approach) for the community and visitors alike for formal and informal learning including youth engagement

In summary, assuming the full funding package is secured from Towns Fund and the NLHF to complete the capital works and programme of activities required, the Business Plan forecasts delivering; a heritage visitor attraction, education resource and creative hub by day, and a theatre and entertainment venue by night, both supported by significant food, beverage and retail offerings.

The main activities include:

- The Shakespeare Experience – a ticketed tour telling the story of English Theatre
- 300 seat Guildhall theatre, 90 seat performance space, Fermoy Gallery, studios
- 350 public performances and events a year
- Creative Hub with 1,000m² of lettable space in 27 office and studio units for cultural industries
- Education, skills and training courses
- The Shakespeare café/bar, Riverside destination restaurant, banqueting.

The redevelopment of the Guildhall will create a new heritage and cultural attraction, which will help strengthen and diversify King's Lynn's visitor economy, encourage footfall, connections to the waterfront which in turn will increase dwell time, visitor expenditure in addition to creating jobs for local people. The initial economic benefits of the scheme have been evaluated by Mott McDonald as part of the Business Case development. The initial estimates of the economic impacts comprise:

1. **Arts Audience benefit** - This quantifies the wellbeing benefits associated with attending live performance arts per attendee. The paper found that for arts attendance the wellbeing benefit is in the range of £47-62 per activity¹. We anticipate the benefit to be between £18m-£23m over a 30 year appraisal period.
2. **Volunteering benefit** - the value of volunteering (to the volunteer) using data on Life Satisfaction and Volunteering status² estimates that the value of frequent volunteers place of volunteering is approximately £13,500 per year at 2014 prices (£16,500 in 2022 prices). We estimate the benefit associated to the Guildhall to be between £0.6m-1.5m.
3. **Labour supply benefit** is the savings to the exchequer that will be experienced as a result of employment at the Guildhall and the avoidance of Long-Term unemployment through increase tax revenues and decrease welfare payments. We anticipate this benefit to be in the region of £1.0m for this project over a 30 year appraisal period.
4. The **Arts Participation benefit**³ This estimates the benefit to people participating in various arts (including Dance, Drama, Music and Film) to be £1,084 annually in 2014 prices. We expect the benefit to be between £1m-2m over the 30 year appraisal period.

Recommendation 1 requests the Council endorses the Vision and Business Plan for the St George's Guildhall & Creative Hub.

¹ London School of Economics

² The Department for Work and Pensions

³ London School of Economics

4. Towns Fund – Stage 2 Requirement - Underwriting match funding.

The funding package required to deliver the project, as set out in the cabinet report on 24th August 2021 was as follows:

Funder	Amount requested	Status
Towns Fund	£4,765,000	Business case to be submitted 30/06/22
NHLF	£ 3,326,910	Stage 1 application pending 25/05/22.
Borough Council	£750,000	Secured in capital programme (cabinet report 24/08/21 refers)
Total	£8,841,910	

A RIBA Stage 1 report and site wide masterplan for the Centre has been prepared (appendix 5) which includes an update cost plan for the project. This sets out the spatial arrangement and redevelopment of the site required to achieve the Business Plan. The NHLF element of the project includes capital and revenue to deliver a 5 year activity plan with the project. This is currently under review by the Project Team and Project Board established for the project, taking on the latest advice and guidance being received by NHLF for projects of this scale and nature. Should the costs and funding package change to the original heads of terms, this will require approval by the Town Deal Board and government.

The proposed timelines and milestones in order to meet funding requirements are set out below:

- 26 May 2022 – submission of stage 1 NHLF application and Business Plan (Outcome in September 2022)
- June 2022 – Completion of full Towns Fund Business case - submission of summary business case to Department for Levelling Up Homes and Communities.
- September 2022 – Outcome of the Stage 1 Application from the NLHF; if successful, invited to prepare stage 2 development phase application for submission within 12 months.
- By November 2023 –Submission of stage 2 application to NHLF.
- March 2024 – Outcome of Stage 2 NHLF application
- December 2024- 2026 – project delivery phase.

A requirement of the Towns Fund Stage 2 business case is that all match funding should be secured during the stage 2 process which is due to be submitted in June 2022. A stage 2 application for the NLHF is not due until November 2023 and is subject to a successful submission at stage 1 (outcome known in September 2022). As the timeframes for the two funds do not align, it is recommended that the council underwrites the match funding from the NLHF as per the justification for this approach outlined in this report. Given that BCKLWN is unlikely to get approval for the full NLHF funding until March 2024 following the stage 2 development phase application, it is recommended that the council underwrites the amount requested from the NLHF until such a time that the funding is secured at stage 2.

The amount of funding requested from the NLHF is £3,326,910. There are options available for securing the amount required if the funding bids for NLHF are unsuccessful. The staged approach to approving the underwriting also gives project officers time to agree the lease arrangements going forward (see 6.2.2 below) and to amend the project plans accordingly. Possible options for securing alternative funds are outlined below.

Options:

1. **Do Nothing** – Doing nothing will result in the failure of the Town Fund Business case and the withdrawal of the of the grant award from DLUHC. BCKLWN will still need to find financial resource to meet the outstanding building maintenance liabilities of the Guildhall and surrounding site (enforceable by the National Trust). This option is not recommended.
2. **Underwrite the project funding gap (stages 1 and 2).** A second report will be brought to cabinet in September 2022 informing members of the outcome of the NLHF stage 1 bid, it will include an up-to-date cost estimate of the project. If BCKLWN is unsuccessful with its bid to NLHF and there is political will for the project to proceed in its intended format, BCKLWN could provide funds to meet the project shortfall. There is potential that this money could be borrowed from the Public Works Loan Board (PWLB). Borrowing £3,326,190 at this current time will costs £3,393,900 over 10 years. The same process would be followed if the project is successful at Stage 1 but unsuccessful at Stage 2. This option is not recommended.
3. **Underwrite the project (stages 1 and 2) on the understanding that other funding options will be pursued.** A second report will be brought to cabinet in September 2022 informing members of the outcome of the NLHF stage 1 bid it will include an up-to-date cost estimate of the project. If BCKLWN is unsuccessful with either of the stage 1 or stage 2 bids to NLHF and there is political will for the project to proceed in its intended format, BCKLWN could (and officers will be doing so in preparation) bid for alternative funding to meet the shortfall in funding. Potential funding sources could include Arts Council England and the Shared Prosperity Fund (amongst others) and or funding diverted from other Towns Fund projects, subject to reprioritization by the Town Deal Board and project adjustment approval by the Government. The establishment of the CIO discussed later in the report also opens up other funding opportunities not currently available to the authority. This option is recommended.
4. **Underwrite a smaller scale of the project (stages 1 and 2).** A second report will be brought to cabinet in September 2022 informing members of the outcome of the NLHF stage 1 bid. If the bid is unsuccessful, the report will include an up-to-date cost estimate of the project and what aspects of the project must be delivered to meet both the Towns Fund expectations/outcomes and the outstanding building maintenance liabilities of the centre (being enforceable by the National Trust). Alternative funding opportunities will be pursued. The same process would be followed if the project is successful at Stage 1 but unsuccessful at Stage 2. This option is not recommended. As extensive work has been undertaken on creating a sustainable business plan, long term sustainability will be compromised if the ambition is scaled back and there is no longer a holistic approach to the site.

It is pertinent to note that, if the Council is successful at the NLHF Stage 1, a NLHF development grant is made available to develop the project to the standard required for a stage 2 bid. Although, some Towns Fund money will be spent during this development stage, the project team will ensure that costs incurred during the development stage are focused on delivering against the towns fund outputs and objectives and support the development of a robust delivery plan for the scheme.

Recommendations 2 & 3 seeks Council approval for the approach to underwriting as set out above.

5 Consideration of the options for governance and operating model.

The Project Board engaged consultants FEI (a specialist culture business development consultancy), to produce a Business Plan for the NLHF and a Business Case for the Towns Fund for the Guildhall and Creative Hub project (the Centre). As part of that work, FEI have been asked to consider the best governance and operational structure for the Centre and to make a recommendation on the most appropriate legal entity for any new organisation.

Creating an organisation to deliver the Guildhall and Creative Hub's mission, key priorities, programme, and the physical changes is going to take a huge effort. Any existing or new organisation will need to deliver the stakeholder's priorities and ensure an enterprising and agile response to new commercial and publicly funded opportunities.

The organisation will need to develop strong local, regional, national, and international partnerships and model best practice in delivering ambitious and innovative cultural and heritage programmes of activity. This would include offering opportunities for skills development through volunteering, apprenticeships, and training, in pioneering sustainable practices and developing accessible engagement opportunities.

It will require a small, agile, yet properly resourced, team be led by an experienced Director (potentially as a chief executive) who would lead the creative programme, fundraising and partnership building efforts of the organisation. In addition, the organisation will require fundraising, marketing, financial and administrative expertise.

The organisation will operate a mixed business model with income from commercial trading activity, sponsorship and fundraising, and public funding. For the Centre to reach its potential will require a stable funding base on which to build activity, revenues, and reserves over time.

FEI initially assessed three options for governance and operation of the Centre:

- Direct operation by the Council
- Operation by Alive West Norfolk or another existing independent organisation
- Setting up a new independent organisation.

A description of each option, its strengths and weaknesses are set out in appendix 3.

5.1 Detailed Recommendation

Recommendation 3 requests that consideration is given to the strengths and weaknesses of the different governance and operation models for the Centre (outlined in appendix 3).

It recommends that a new, appropriately named, independent organisation is established to develop and run the Centre, consisting of a Charitable Incorporated Organisation (CIO) with a wholly owned trading subsidiary. A CIO is proposed over a CLG, CIC or other legal entity, as it is the simplest form of organisation that achieves the required benefits.

5.2 Next Steps for establishing Charitable Incorporated Organisation (CIO)

A Foundation CIO should be registered with the Charities Commission under an appropriate name. A Foundation CIO has a group of trustees who also are the voting members of the charity and there is no wider voting membership. All trustees are likely to be unremunerated volunteers, although, subject to professional advice, there could be a justifiable taxation

advantage to including a paid executive on the board or remunerating a non-executive trustee.

5.3 Constitution

It is proposed that the CIO is set up using the Charity Commission's standard constitution with the Objects being the promotion of art, culture, heritage, and science for the public benefit with reference to, but not exclusively, St Georges Guildhall and Creative Hub.

5.4 Trustees and Founding Chair

The constitution determines the number of trustees. We recommend a minimum of 6 and a maximum of 12. Three initial trustees are required to start the application process including a Founding Chair who is likely to undertake a considerable amount of work whilst the organisation is established and before the chief executive is appointed. Identifying the Founding Chair is a key task.

Technically, although the Council are supporting the establishment of the CIO, they are not required to be part of the initial application which is being made by private individuals on the expectation of future support from the Council.

5.5 Taxation

The issue of Cultural Exemption from VAT and wider taxation issues will be dealt with in the Business Plan. FEI have advised that there would be no corporation tax on profits generated from charitable trading; Gift Aid donations to the charity would be increased by 25%; business rates relief would apply on premises occupied.

5.6 Commercial Activity

It is common for charities to undertake some commercial trading activities that is outside the scope of its charitable objects. Most charities establish a commercial trading arm to handle this activity as detailed below.

5.7 Employment

The CIO will employ the staff required to run the Centre starting with the chief executive. The initial team may need to be engaged in the first instance by the Council (refer to section 8 – Personnel Implications) or other alternative arrangements until the charity registration is complete and the CIO established.

5.8 Timetable for CIO registration

Pre-Covid the Charity Commission were suggesting 4-6 months to register a CIO. It has been suggested that it could take 6-12 months in current circumstances, so it is important to start the registration process as soon as possible.

5.9 Trading Subsidiary

A private limited company, with an appropriate name, should be registered with Companies House. This will be owned by the CIO and handle all the non-charitable trading activity. The company will covenant all its profits annually to the CIO. It is recommended that there are two Directors of the company, one who is also a Trustee of the CIO and one who is independent of the CIO. The trading subsidiary will not have employees.

5.10 Relationship Between Council and CIO

5.10.1 Governing Document

The partnership between the Council and the CIO should be in the form of a Service Level Agreement (SLA). This would set out the shared vision for the Centre, the agreed business plan, a set of target outputs (KPIs), governance arrangements, leasehold agreement, and the funding agreement. The SLA for should be for the same period as the Lease, with appropriate review periods. Further commentary on the Governing Document (appendix 6) is contained in Policy and Legal Implications in section 6.

5.10.2 Guildhall Lease

The current assumption is that Council will continue to lease the buildings from the National Trust and sub-let to the CIO on a long-term lease, with refurbishment and fit-out paid for by the Towns Fund and other funders. The CIO will be responsible for internal repairs and maintenance, insurance etc and Council will be responsible for the external fabric of the building. These arrangements would be subject to approval by the National Trust. The length of the lease should tie in with the SLA. If other funders contribute to the capital cost of the Centre this will need to be considered when determining the period of the lease. 25 years is a fairly standard term acceptable to most funders.

In the event that the CIO failed and ceased to operate the headlease between the National Trust and the council would prevail and the council would again have full repairing (internal and external) and insuring responsibilities.

5.10.3 Appointment of Trustees

The Council will have the right to nominate one or two Trustees of the CIO, built into the constitution of the charity. The number of council nominated Trustees will depend on the overall number of Trustees appointed. It will be important that the Council has less than 20% of the total Trustees, so as to avoid the Centre becoming a regulated influenced company. It is for the Council to decide whether the nominated Trustee(s) are Members or Officers (although Legal services advise that Borough Council Officers should not be trustees), bearing in mind that Trustees must always act in the best interest of the CIO and that conflicts of interest must be carefully managed. It is envisaged that trustees could be appointed from the National Trust and Norfolk County Council (given their role in arts and cultural development including museum services).

5.11 Why establish a CIO now?

Why commence the process to establish a CIO now before full financial information is known/ understood, and in advance of the completion of the Business Case?

- It gives funders (particularly NLHF prior to 25th May 2022 when the application is made) a clear indication that something has changed since the last attempt and a commitment to a holistic and cohesive approach to operating the whole site.
- Establishing a CIO will provide a mechanism for charitable investment / donations to be made between now and project delivery.
- Applications for CIO to the Charity Commission up to 12 months processing time need to start the ball rolling.

Conclusion

Considering the strengths and weaknesses of the different options identified an independent charitable organisation offers the Council and its partners the best chance of a successful long-term future for the Guildhall. A CIO is proposed over other legal entities, as it is the simplest form of organisation that achieves the required benefits.

Recommendation 5 requests that the process of forming a new Independent CIO with a wholly owned trading subsidiary is commenced and matters relating to this including:

- **Finalising the constitution and Governing Document the way the CIO will run**
- **Selecting the Chair and two initial trustees before an application to the Charities Commission is made**
- **Choosing a name**

are delegated to the Monitoring Officer and Chief Executive in consultation with the Portfolio Holder for Business, Culture and Heritage.

6 Policy and Legal Implications

6.1 Policy Implications:

The project is directly aligned with the Corporate Business Plan Vision;

West Norfolk is a place where:

- businesses and people can flourish
- communities are active and healthy
- residents and visitors can access fulfilling cultural, leisure and sporting activities
- a good quality of life and environment are available to all

Specifically the priorities to;

- Delivering growth in the economy and with local housing
- Improving social mobility and inclusion
- Creating and maintaining good quality places that make a positive difference to people's lives

Directly contributes to the objectives are to:

- promote the borough as a vibrant place in which to live, to do business and as a leading visitor and cultural destination
- develop and facilitate the range and quality of business premises available
- work with partners to improve education attainment levels and the skills of local people
- protect, promote and enhance the borough's natural and built environment.

It is one of the highest priority projects identified in the King's Lynn Town Investment Plan and Heads of Terms agreed with government, as endorsed by the Cabinet on 24th August 2021.

The Project directly aligns with the Vision set out in the Cultural Prospectus (2018) particularly identified actions around investment in key infrastructure development and creative employment and entrepreneurship.

6.2 Legal Implications:

6.2.1 There are two alternative forms of CIO. A ‘foundation’ CIO and an ‘association’ CIO. A CIO options is appropriate in this situation, that involves a relatively small number of trustees.

The governing document between the council and the CIO will determine and define the relationship between the parties, the degree of control relinquished by the council, and the financial relationship. The report assumes (supported by conversations with the National Trust) that the lease between the council and the National Trust remains in place – and that the basis upon which the CIO has control over the site is dealt with via the Governing document (and could possibly append an internal only repairing sub-lease as detailed above).

The Governing document would cover matters including: -

- Details on an exit strategy
- How to deal with conflicts of interest
- Financial spending limits/ thresholds – above to revert to council
- It would need to align with funding agreements for investment (TF/ NLHF)
- Mechanisms for getting money in and out
- provisions for letting contracts
- Details of any Service Level Agreements with the council
- Mechanism to get funds into CIO and take funds out
- Any sub-lease could cover sinking fund contributions

6.2.2 Implications to existing tenants and leases:

There are potential risks and financial implications and uncertainty which will impact on the business plan in the event the termination or changes are sought to the 2 existing contractual lease on the site. Discussions are on going with both parties as part of the project development.

Recommendation 7 requests that authority is delegated to the Assistant Director for Property & Projects in consultation with the Portfolio Holder for Commercial Property to negotiate and conclude the leases with existing tenants.

7 Financial Implications

7.1 Future Operational Costs of the Centre:

The current operational costs of the centre site as follows;

Costs	£
Running Costs (insurance, utilities, rates etc)	(£167,000)
Support Costs (from council departments)	(£22,000)
Income	
Rental income	£39,000
Net Cost	(£150,000)

This data is based upon Pre-Covid costs (2018/19 & 2019/20) aligned to the current Budget for managing the site and excludes as maintenance liability costs.

If the project does not proceed, the outstanding building maintenance liabilities of the centre (enforceable by the National Trust) are likely to stand at a six or seven figure amount (a

dilapidations liability assessment would be required for an accurate estimate). For purposes of this report we have used £500,000, and have such earmarked £50,000 a year (ten year) as a recurring commitment, bringing the total annual cost to the council of £200,000 per annum.

A number of project financial scenarios are set out in the Business Plan (appendix 2) going forward based upon the FEI Ltd. They are as follows:

- Surplus of £94,000 generated when fully operational in 2027/28. The Working assumption by FEI Ltd is that the total number of attendances is estimated to be 181,184 in 2027/28.
- Surplus of £45,000 achieved taking 3% reduction in sales as a contingency advised by FEI Ltd.

Sensitivity Analysis:

Against an independent assessment undertaken by FEI Ltd, we have applied a tolerance of 18% reduction (£294,544) in sales/32,612 reduction in attendances, which would mean that Council are no worse off than at present covering the current running, support & maintenance costs of £200,000 per annum (details attached in Appendix 4).

A further sensitivity analysis of the 2 primary visitor attractions/audiences has been tested on the business plan to assess the impact it would have on the overall net surplus/deficit of the business plan.

Income stream	Assumptions	Total Net Surplus/Deficit in Business Plan 2026-29
Public Performances: Business Plan	330 performances per year 60% Capacity* Total Audience attendance 46,887	£41,309
Public Performances: Sensitivity Analysis	330 performances per year 50% Capacity Total Audience attendance 38950	-£65,393
Shakespeare Experience tour: Business Plan	250 visitors per day, 364 per year @ 35% capacity 32,000 total visitors.	£41,309
Shakespeare Experience tour: Sensitivity Analysis	Reduce visitor assumptions above by further 20%	-£118,742

*the UK average theatre performance attendance is 65%.

The business plan identifies an early requirement for the Council to provide working capital/cash-flow loan of £100,000 per year for three years (2025-2027) to support the establishment of the CIO, which can be met from the Council reserves.

Recommendations 1 & 6 asks the Council to endorse the Business Plan and accept the financial tolerance, which has been assessed and appraised by the Council's Project Accountant, for the future operation of the Centre; which will leave the Council no worse off than the current operation, while delivering a restored and redeveloped site (which will address the maintenance liabilities) and the wider cultural and economic benefits this brings.

If the project does not proceed, financial commitment is still required from the Council to meet the outstanding building maintenance liabilities of the centre (being enforced by the National Trust). The terms of the lease which the Council have with National Trust are clear and give the Trust the authority to decide what repairs are needed and the standard to which these require carrying out. The National Trust have to date been very understanding but it is important members understand the weighting of the lease between Council and Trust. National Trust standard of repairs is known to be a higher requirement than other bodies which has a cost implication. The exact figure and schedule of work of the current dilapidation bill is to be confirmed but for the National Trust holding leased to the Council could potentially be in millions. There is a figure only for the work needed to the roof of the Guildhall which stands at a range between £250,000 and £500,000.

Much of the work being costed in the suggested capital budget for the Guildhall project is the work that will satisfy the dilapidations liability. As such proceeding with the project along the terms suggested in this report would provide a mechanism to finance the dilapidation liability owed by the Council and provided the CIO achieves its targets give yearly maintenance finance going forward.

7.2 Establishing CIO:

There is no fee associated with setting up a charity. Establishing a simple trading subsidiary (private limited company) would have very little cost. Eastlaw have confirmed that they can undertake the drafting of the Governing Document.

Establishing a charity opens the opportunity for funding from sources not available to the council including philanthropic donations from trusts/ individuals and arts and cultural institutions.

The recommendation to complete the establishment of a CIO and begin operational planning activities is made on a conditional basis.

7.3 Underwriting Commitment:

Recommendation 2 of the report sets out amending the council's capital programme to accommodate borrowing £3,326,190 during 2023-26 as forecast at this current time, to provide the underwriting commitment required to support the Towns Fund Business Case. Based on PWLB borrowing rates of 2.01% will cost £3,693,900, including the principal sum over 10 years. This would only be required if the NHLF match funding application is unsuccessful and does not take into account other funding sources that would be explored to support the project, particularly with the establishment of the CIO who will have access to other funding sources as explained in section 4 of the report.

A further report will be brought back to the Council with options in the event this situation arises (Recommendation 3).

8 Personnel Implications

In respect of the reference to employment in 5.7 and more generally regarding any services procured from the council and covered in any SLA – advice on Human Resources matters will only be possible to contract from the council when any employee arrangements mirror the terms and conditions of the council.

The employment of any staff by the council in a transitional period prior to a fully operational CIO presents challenges and risks that will need to be considered carefully – particularly in the context of existing staffing capacity constraints.

9 Environmental Considerations

The project will be shaped by meeting the objectives of funding partners- these include particularly in relation to the NLHF consideration of environmentally sustainable approaches. An element of the site is currently subject to a de-carbonisation programme where existing gas heating is being replaced with a number of air source heat pumps.

10 Statutory Considerations

There are no statutory considerations.

11 Equality Impact Assessment (EIA)

(Pre-screening report template attached)

12 Risk Management Implications

Risk	Risk Implications and Mitigation	Level of Risk
Council does not decide to proceed as recommended;	<p>Risk Council does not decide to proceed as recommended to provide the underwriting commitment and new operating model for the Centre.</p> <p>Consequences/Mitigation</p> <ul style="list-style-type: none"> • Requirements for Towns Fund Business Case not met. • The Council will still be liable for the building maintenance required to the centre under the lease with the National Trust. • The application to the NLHF (the match funding source) may be undermined and weakened as the project will no longer address the failings identified (from the feedback given by the NLHF) following previous applications. • The opportunity for a sustainable future for the centre which will provide wider cultural and visitor economy benefits derived from the proposed business plan will be lost. • The council will continue to incur the ongoing revenue cost of the existing site. <p>The approach set out in this report sets out the mitigation.</p>	High
Support from Tenants	<p>Risk Amendments to leases not agreed with existing site occupiers means vision and business plan are compromised.</p> <p>Consequences/Mitigation</p>	Medium

	<p>Business plan cannot be achieved which would impact on the financial model and sustainability of the project. Lack of support from tenants would weaken the case to external funders for the project.</p> <p>One to one regular dialogue with site occupiers to ensure their buy in and needs are met.</p>	
Resources	<p>Risk Staffing resources are not secured to deliver the project</p> <p>Consequences/Mitigation Specialist project management/cultural/funding skills not secured for lead project manager which impacts on ability to deliver project efficiently.</p> <p>Continue to secure resources through existing partnership with National Trust and Norfolk Museum Service. Consider agency/consultancy resource. Redivert other staff resources internally to the project.</p>	High
Project Creep	<p>Risk Inevitably with large and complex programmes and projects, there is a risk of project creep and project scope deviating from the original aims and objectives of funders as the project is developed.</p> <p>Consequences/Mitigation The business case and match funding applications will not be compliant for funding approval to release the funding for delivery and the original aims and objectives are not fully achieved. This will be mitigated through the adoption of the Vision and established project governance procedures to ensure project remains within scope.</p>	Low
Business case/Match funding application not completed in time	<p>Risk The work and resources required to develop the detailed business case and match funding applications is not completed within the deadlines set by MHCLG and the funding not released.</p> <p>Consequences/Mitigation Full Town Deal allocation and NHLF not secured to deliver the project.</p> <p>Resources in place for current phase of business case & NHLF application. Will regularly monitor the progress and development of business cases and identify additional resources and address any issues required to enable the business cases to be completed within the timeframes.</p>	Medium
Scheme Delivery	Risk	Medium

	<p>Match funding and resources to deliver the project within the funders timescales are not secured.</p> <p>Consequences/Mitigation The project vision and business plan is compromised resulting in ongoing maintenance and revenue implications to the Council and wider economic benefits to the town not achieved.</p> <p>Project programme resources and risk registers will need to be built into each project to ensure sufficient resource for delivery and effective risk management/monitoring of schemes.</p>	
Cost Increases	<p>Risk Project costs could be higher than the funding available following detailed development phase work. Concerns around recent cost inflation of materials impacting on project costs.</p> <p>Consequences/Mitigation Optimistic bias and inflation allowances has been applied to projects. Costs will continue to be monitored through the key stages of the projects and monitored through the Programme Board and will be subject to further negotiation with government before final funding and project approval. The establishing the CIO early will enable other funding opportunities to be explored.</p>	Medium
Delaying establishing CIO	<p>Risk A decision not to commence the process of establishing a CIO prior to a funding application being made to NLHF in May 2022 – could weaken the case for funding (by not addressing previous concerns raised by the NLHF)</p> <p>Funding opportunities are missed (for example private donors and funding only available to charities).</p> <p>Consequences/Mitigation NLHF match funding or other sources not secured to support project delivery.</p>	High
Content of the Governing Document:	<p>Risk Ensuring adequate control to the council and appropriate freedom to the CIO to ensure it can act in a commercially agile way,</p> <p>Consequences/Mitigation The CIO does not perform as intended by the Council and the business plan fails.</p> <p>Careful selection of Trustees to the CIO that have track record, skills and experience to support successful operation of the Centre with sufficient flexibility to</p>	Medium

	enable it to operate commercially to achieve its aims.	
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13 Declarations of Interest / Dispensations Granted

No declarations of interests have been identified.

14 Background Papers

Appendices

1. Vision Manifesto, November 2021
2. Business Plan, FEI Ltd, February 2022
3. Operating Model Options
4. Financial Business Plan Assessment, Borough Council Finance, March 2022
5. RIBA Stage 1 St George's Guildhall & Creative Hub, Foster Wilson Size, March 2022
6. Governing Document

**St George's Guildhall
and Creative Hub**

Business Plan

**23 February 2022
FINAL**

CONFIDENTIAL





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1. Executive Summary

Organisation and Governance

BCKLWN (the Council), the National Trust (NT) and Norfolk Museums Service are working in partnership with the Town Deal Board to conserve and regenerate St George's Guildhall and Creative Hub in King's Lynn (the Centre). The Council are the accountable body for this partnership, applying for grants to refurbish the Guildhall site. They will be responsible for the redevelopment, ultimately leasing the site to a new charity, with a long-term service level agreement, to operate as a heritage visitor attraction. This specially formed Charitable Incorporated Organisation (CIO) will be led by an independent chair and voluntary board of trustees, supported by a professional management team and a large group of volunteers.

Our Vision:

Transformation of St George's Guildhall, from road to river, into a thriving visitor attraction and cultural hub.

Our Mission:

To conserve and promote King's Lynn's heritage and culture, particularly connections to William Shakespeare, making them accessible and welcoming to all, whilst boosting skills and supporting new business and creative practice.

Aims and Objectives:

- Protecting and celebrating our heritage
- Supporting enterprise and economic productivity in King's Lynn
- Creating a hub for arts and culture.

Activities

The Centre will be a heritage visitor attraction, education resource and creative hub by day, and a theatre and entertainment venue by night, both supported by significant food, beverage and retail offerings. The main activities include:

- The Shakespeare Experience – a ticketed tour telling the story of English Theatre
- 300 seat Guildhall theatre, 90 seat performance space, Fermoy Gallery, studios
- 350 public performances and events a year
- Creative Hub with 1,000m² of lettable space in 27 office and studio units
- Education, skills and training courses
- The Shakespeare café/bar, Riverside destination restaurant, banqueting.

Market Appraisal

A range of B2B and B2C products and services will be promoted by an experienced sales and marketing team. A marketing partnership with the NT will promote the Centre as a NT property to their 5.6m members. The Centre's customers will include local residents, business, heritage and tourist visitors. There are 48k local residents, 150k West Norfolk residents, 2.3m regional residents within a 90-minute drive time, 44k NT members within a 60-minute drive time and 500k overnight tourist visits to West Norfolk. Annual attendance at competitor regional visitor attractions ranges from the 5k Stories of Lynn to 160k Norwich Castle. Attendance at public performances at King's Lynn Corn Exchange pre-pandemic were 108k whilst other regional performance venues are mainly small and attract very local audiences. Local office and meeting room facilities are very limited.



Attendance, Visitors and Users

Over the three full years of this Business Plan attendances at the various activities are as follows:

	2026/27	2027/28	2028/29
Public Events & Performances	42,665	56,887	56,887
Education	5,050	6,733	6,733
Shakespeare Experience	40,000	36,000	32,000
Bars and Restaurants	61,173	81,564	81,564
Total attendances	148,888	181,184	177,184

An individual may attend multiple activities more than once in each year – unique visitors are therefore difficult to estimate but could be expected to be 90,000 a year.

Financial Appraisal

A detailed 3-Year Financial Business Plan based on key assumptions is included. The summary income and expenditure account is as follows:

Financial Years (Apr to March)	2026/27	2027/28	2028/9
	£	£	£
Total Income	1,303,272	1,636,353	1,612,735
Cost of Sales	- 544,730	- 722,640	- 730,640
Contribution	758,542	913,714	882,096
Staff Costs (permanent)	- 443,787	- 474,967	- 474,967
Overheads	- 294,550	- 344,100	- 344,100
Contingency (3% of income)	- 39,098	- 49,091	- 48,382
Net Deficit/Surplus	- 18,893	45,556	14,647

The third full year of operation is considered to be the steady state of the business. £204k of pre-opening start-up costs in 2025/6 will need to be capitalised. A sensitivity analysis of the Shakespeare Experience (the largest single income line) shows a range of Deficit/Surplus outcomes from -£93k to +£72k. A working capital/cash-flow loan of up to £100,000 for three years 2025-2027 will need to be provided and underwritten by BCKLWN.

Risk, Monitoring and Evaluation

A detailed risk register identifies three critical risks: failure to recruit sufficient volunteers, lack of demand for the Shakespeare Experience and poor cashflow. Control measures suggest how these risks can be managed. A range of monthly and annual key performance indicators (KPIs) set by the Board are proposed.

Organisational Impact

The CIO will be expected to operate without ongoing revenue subsidy from the partners. However, the Trustees of the charity will need the support of the partners, and this may mean the Council explicitly underwriting the first years of the Centre.

Ownership of the Centre will remain with the Council, with the charity responsible for ongoing maintenance and building reserves to create a designated sinking fund for capital replacements over time.



2. About the Organisation

The Borough Council of King's Lynn and West Norfolk (BCKLWN or the Borough Council), the National Trust (NT) and Norfolk County Council/Norfolk Museums Service (NMS or the County Council) are working in partnership to deliver the conservation and regeneration of St George's Guildhall and Creative Hub (the project, the Centre). The partners are working hand-in-hand with the King's Lynn Town Deal Board (KLTDB) to deliver this pivotal part of the £25 million vision for the town.

The Borough Council of King's Lynn and West Norfolk covers an area of approximately 550 square miles and is the second largest district council in the country by area. It serves a population of over 150,000 and functions as a sub-regional centre serving not only west Norfolk but also Lincolnshire and Cambridgeshire. It provides a wide range of statutory and non-statutory services and facilities to the people who visit, work or live in the area including environmental health, planning, property services and provision of leisure and cultural facilities through a wholly owned council company.

The National Trust is a conservation charity founded in 1895. Entirely independent of Government, the National Trust looks after more than 250,000 hectares of countryside, 780 miles of coastline and 500 historic properties, gardens and nature reserves. The National Trust is for everyone – and was founded for the benefit of the whole nation. It receives on average more than 26.9 million visits each year to places with an entry fee, and an estimated 100m visits to the outdoor places that are free of charge. Paying visitors, together with 5.6 million members and more than 53,000 volunteers, support its work to care for nature, beauty, and history.

Norfolk Museums Service is a multi-award-winning service comprising ten museums and a study centre. NMS is now regarded as one of the leaders in the museum sector and in 2017 was successful in its bid for continuing major investment from Arts Council England. From April 2018, NMS has been a National Portfolio Organisation for Arts Council England, one of only 45 out of 845 heritage and arts organisations in England to be awarded the highest level of support. Norfolk Museums Service is a Joint Service partnership between Norfolk County Council and Norfolk's district councils, funded through council tax, earned income and grants.

The Centre is partly owned by BCKLWN and partly owned by the National Trust who have a long term lease arrangement with BCKLWN to maintain and manage the site.

The Borough Council are the lead organisation and accountable body for this partnership, applying to National Lottery Heritage Fund (NLHF), and others, for grants to refurbish the Guildhall site. They will be responsible for the refurbishment and redevelopment, ultimately leasing the site to a new Charitable Incorporated Organisation to operate as a heritage visitor attraction.

3. Governance and Management

A Project Board (the Board) has been set up to oversee and manage the delivery of the comprehensive and sustainable redevelopment and regeneration of the St George's Guildhall and Creative Hub. The Board members represent the King's Lynn



Town Deal Board, Borough Council of King's Lynn & West Norfolk (accountable body), the National Trust and Norfolk County Council. Current members are:

- Cllr Graham Middleton, Deputy Leader, BCKLWN
- Duncan Hall, Assistant Director, Housing Regeneration & Place, and Project Sponsor, BCKLWN
- Russell Clement, General Manager, National Trust
- Dr Robin Hanley, Assistant Head of Museums & Head of Service Delivery, Norfolk Museums Service (NCC)
- Michael Baldwin, Vice – Chair Town Deal Board & Chair of Advisory Group

The Board is also supported by an Advisory Group consisting of:

- Elected ward members
- Borough Council Portfolio Holder
- Nominated representatives of the KLTDB
- Historic England
- National Trust
- Industry experts
- Heritage Champion
- Local Interest Groups
- Existing Tenants of the centre

The Board are in the process of appointing a Project Manager, hosted by the National Trust, to coordinate the refurbishment and a copy of the Project Management Structure is included in the appendix. They have also appointed Tim FitzHigham as Interim Creative Director, cultural business consultants, FEI, and architects Foster Wilson Size as advisors during the pre-development stage of the project.

Creating an organisation to deliver St George's Guildhall and Creative Hub's mission, key priorities, programme and physical hub is going to take significant fundraising and a partnership approach from organisations across the borough. The organisation will need to deliver the partners' priorities and ensure an enterprising and agile response to new commercial and publicly funded opportunities.

The organisation will need to develop strong local, regional, national and international partnerships and model best practice in delivering ambitious and innovative and accessible cultural and heritage programmes of activity. This would include offering opportunities for skills development through volunteering and apprenticeships, and in pioneering sustainable practices and accessible engagement opportunities.

Following a governance options appraisal, a copy of which is included in the appendix, BCKLWN have decided to form a new independent Charitable Incorporated Organisation (CIO) to run the centre once completed.

BCKLWN will enter into a long-term lease for the site with the CIO for a peppercorn rent connected to a Service Level Agreement. It is intended to apply to the Charity Commission to register a Foundation CIO during 2022 with the trustees also acting as the members of the organisation. The Constitution has yet to be determined but it



is likely that the Objects will include *the advancement of the arts, culture, heritage or science*.

The CIO will be an independent organisation with up to twelve trustees including nominees from the current partners. The CIO will set up a separate trading company to manage commercial, non-charitable activity. It is intended to appoint the Founding Chair and initial trustees during 2022 and for the CIO to work closely with the Project Board during the refurbishment, ready to take on operation of the site in due course.

The Centre will become a significant heritage visitor attraction and it is intended to employ a small, agile, yet properly resourced, management team led by an experienced Director to run the centre on a day to day basis, delivering the trustees' Vision and Mission. For Business Planning purposes the senior staff team will consist of the following roles:

1. Chief Executive and Creative Director
2. Finance Manager
3. Marketing, Comms and Development Manager
4. Hospitality and Events Manager
5. Technical and Facilities Manager
6. Front of House and Box Office Manager
7. Education Officer

Further permanent and casual staff positions are set out in the financial business plan section and role descriptions for the senior team are included in the appendix. The staff team will be supported by a considerable number of volunteers from the local community in public facing roles such as tour guides and stewards recruited from the established networks currently supporting the Guildhall.

4. Strategy

In September 2021 the Project Board set out its Manifesto for King's Lynn Guildhall and Creative Hub, a copy of which is included in the appendix, from which is derived:

4.1 Our Vision

Transformation of St George's Guildhall, from road to river, into a thriving visitor attraction and cultural hub.

4.2 Our Mission

To conserve and promote King's Lynn's heritage and culture, particularly connections to William Shakespeare, making them accessible and welcoming to all, whilst boosting skills and supporting new business and creative practice.

4.3 Aims and Objectives

Protecting and celebrating our heritage:

- Protecting the historic fabric of listed buildings, notably St George's Guildhall
- Safeguarding the future of the oldest working theatre in the UK, an historic space which has hosted all phases of drama since the 15th century, a place where Shakespeare's Touring Company has performed, as well as his comedian, and King's Lynn born Robert Armin.



- Refurbishing the historic theatre to create a physically accessible, welcoming, and attractive space that is fit for purpose and open to a wide range of audiences
- Actively promoting inclusivity to attract currently underrepresented members of the community
- Creating inspiring spaces at the heart of the local community, and a beacon for visitors to King's Lynn
- Interpreting the rich story of the site and the lives of people associated with it; telling the story of English theatre from the Guild period to the present day in an interactive working theatre environment.

Supporting enterprise and economic productivity in King's Lynn:

- Creating a financially sustainable operating model for the St George's Guildhall and Creative Hub
- Bringing measurable social and economic benefits to King's Lynn and West Norfolk
- Delivering a viable plan for the St George's Guildhall and Creative Hub – bringing commercial and cultural initiatives together under one 'roof', under the direction of a pioneering partnership
- Establishing co-ordinated site management and operation by a Charitable Incorporated Organisation
- Supporting the creative arts sector by collaborating with other organisations
- Delivering an environmentally responsible project, and a reduction in energy use for the complex.

Creating a hub for arts and culture:

- Creating a sense of identity and place, drawing on the unique significance of the Guildhall
- Creating a nationally significant centre for culture and the arts, which serves its local community, by highlighting the Shakespeare connection
- Creating an accessible and flexible space able to house a changing programme of events and activity, hosting professional and community theatre, dance or musical groups, or a venue for films, talks, comedy and poetry
- Modernising and effectively using buildings to provide spaces for interpretation, exhibitions, formal & informal learning, retail, and catering
- Providing a welcoming point of entry and improved street presence.

4.4 Summary of Activity

Taking the Manifesto as a starting point, in December 2021 the Project Board confirmed the activities to take place on the site in the document *From Vision to Business Plan 21.12.21* which is included in full as an appendix and summarised here.

The Centre will be a heritage visitor attraction, education resource and creative hub by day, and a theatre and entertainment venue by night, both supported by significant food, beverage and retail offerings. These include:



- Heritage Attraction - part free visitor attraction accessible to all, part ticketed tour telling the Story of English Theatre and focused on the town's connection with William Shakespeare and Robert Armin, called the Shakespeare Experience
- Cultural Programme - consisting of both performing, digital and visual arts, taking place in the redeveloped Guildhall and Fermoy Gallery, along with other multipurpose spaces and outdoors across the site. 350 performances and events a year. Spaces include 297 seat Guildhall, 90 capacity Gunpowder Store, 68m² Fermoy Gallery, smaller meeting rooms, dance/rehearsal studio
- Creative Hub - a series of rental offices and studios with retail outlets for artists and makers as well as designers and other creative businesses. 1,044m² of lettable space in up to 27 individual units
- Education, Skills and Training – including an on-site schools' programme, evening courses and summer schools. Through a lively programme of family friendly events and activities the local community will be able to explore the Shakespeare story and understand the unique heritage of the Guildhall. Learning experiences making use of the new T-Level schemes, in catering, marketing, tourism, stage and technical management
- Catering and Retail - a range of food, beverage and retail outlets on the site and significant event catering capability. A 253m² café/bar with 125 covers and a substantial outdoor terrace, a 198m² destination restaurant with 50 covers and an outside terrace overlooking the river. Banqueting facilities for 130 people.



5. Market Appraisal and Approach

This section sets out the size of the market for services offered in the centre. It is not a detailed marketing strategy, which will need to be developed as the project progresses, rather it broadly identifies the different activities and relevant markets, competitors and comparators, pricing strategy and approach to developing visitors and audiences.

5.1 What are we 'selling'?

St George's Guildhall and Creative Hub is a multifaceted project with a number of 'products and services' targeted at both public and business customers.

Public:

- Heritage Visitor Attraction – free general access to parts of the site for visitors
- The Shakespeare Experience – paid tour of key buildings for visitors
- Performance – ticketed events in the Guildhall, Gunpowder Store, Courtyard
- Destination Catering – visits to Shakespeare Café-bar and Riverside Restaurant

Business:

- Studios and Offices – monthly leases for creative businesses in the Creative Hub
- Meeting and Workshop Rooms – for hire by the hour to groups and businesses
- Private Event Spaces – for hire to individuals and businesses
- Fundraising – sponsorship, funding and donations for all activities across the site

5.2 Market Approach

The CIO will engage an experienced sales and marketing team, responsible for a holistic marketing and communications strategy that promotes the full range of experiences at the Centre, be that selling tickets for events and tours, generating footfall to the site, promoting the food and beverage outlets or selling office space in the Creative Hub.

Part of the service offered to hirers and tenants will include a general marketing umbrella (e.g. brochure and website) with the opportunity to buy additional marketing support as required. The CIO will also work closely with other venues and attractions in the town and further afield to minimise competition and clashes where possible and to realise opportunities for partnership working. The CIO should agree a Memorandum of Understanding with the National Trust to clearly set out a marketing partnership to promote the Centre as a National Trust property (which in-part it is) to their 5.6m members. In return the CIO will offer a range of benefits to NT members. There is also potential to link up and jointly promote with the NMS 'Museums Pass' membership scheme. This partnership approach will be important for the success of the Centre and its ability to achieve the required visitor numbers.

The Centre's customers will include local residents and business for the performance programme and rental spaces, heritage visitors from a wide geographical area and tourist visitors to Norfolk's holiday hot-spots. The scale of these markets is set out below.

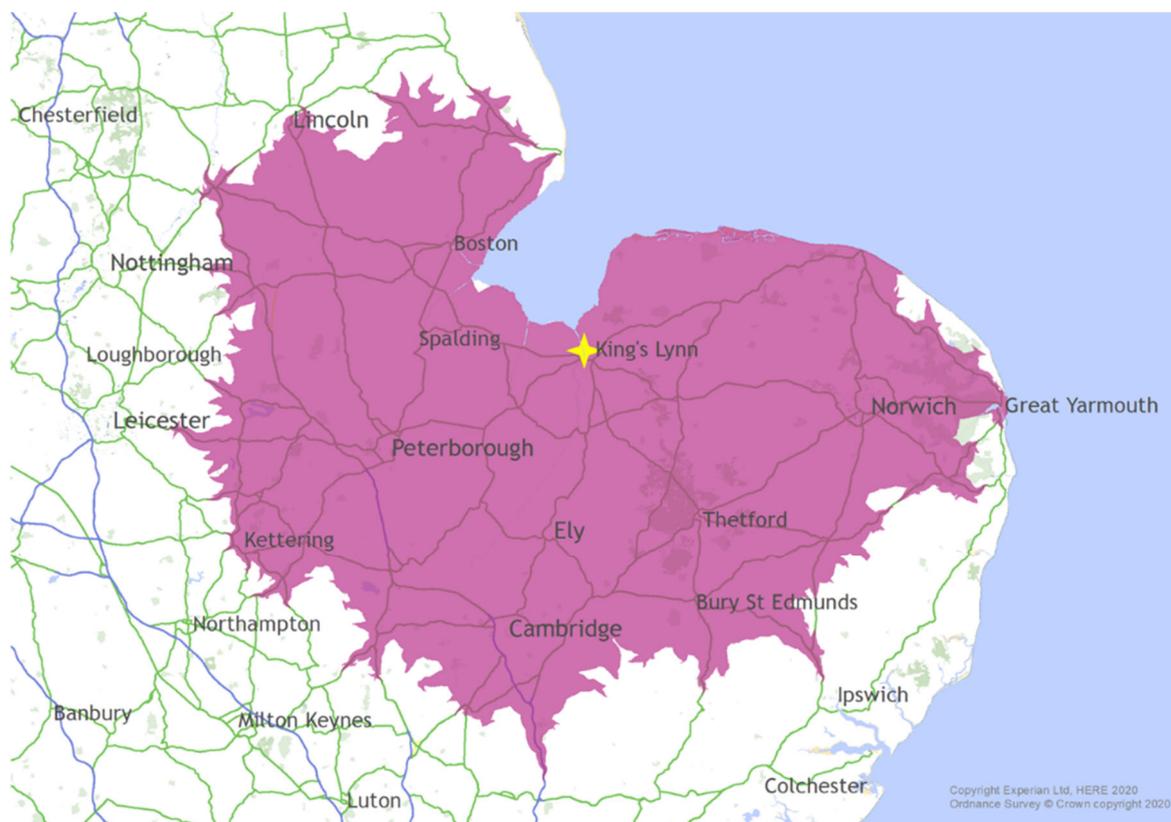
5.3 Market Size

In considering the resident market for the Centre, a 90 minute drive-time is assumed for the heritage visitor attraction and a 60 minute drive-time is assumed for the entertainment programme, both supplemented by tourist visitors to West Norfolk. For the Creative Hub, only businesses in King's Lynn and West Norfolk are considered.

5.3.1 Regional and Local Residents

Regional Residents

An Area Profile Report commissioned from the Audience Agency identifies that the total adult population (15+) of the 90 minutes' drive-time area is 2,361,141.



The Audience Finder report uses two different tools to analyse potential audiences. **Audience Spectrum** is a population profiling tool which describes attendance, participation and engagement with the arts, museums and heritage, as well as behaviours, attitudes and preferences towards such organisations. Individuals are assigned to 10 different audience segments. **Mosaic 6** is a geo-demographic profiling tool which combines a wide range of information from over 400 sources to create a summary of the likely characteristics of each UK household. Households are assigned to a 'group', of which there are 15 in Mosaic (A-O), which describes their socio-economic and cultural behaviour.

Audience Spectrum profile

The most prominent Audience Spectrum segments in the target catchment area are Trips & Treats, Home & Heritage and Dormitory Dependables. 53% of the target population belong to one of these three segments, compared with 40% of the population as a whole:



- Trips & Treats: Suburban households, often with children, whose cultural activities usually are part of a day out or treat (Medium engagement)
- Home & Heritage: Conservative and mature households who have a love of the traditional (Medium engagement)
- Dormitory Dependables: Regular but not frequent cultural attenders living in city suburbs and small towns (Medium engagement).

Mosaic 6 Group profile

The most prominent Mosaic groups in the target catchment area are D - Rural Reality, C - Country Living and H - Aspiring Homemakers. 45% of the target population belong to one of these three groups, compared with 22% of the population as a whole:

- D - Rural Reality: Householders living in inexpensive homes in village communities
- C - Country Living: Well-off owners in rural locations enjoying the benefits of country life
- H - Aspiring Homemakers: Younger households settling down in housing priced within their means

A full copy of the Audience Agency report is included in the appendix. This can be used to develop a detailed marketing strategy in due course.

Local Residents

There are just over 48,500 residents in King's Lynn, 32% of the West Norfolk area total of 151,000. The population of King's Lynn has grown faster than that of the LA over the last 10 years. The change in population is expected to be an increase of around 1,500 people over the next 10 years¹.

Young families, young couples and singles are the largest buyers of new homes and well-connected places with access to cafes, restaurants and convenience retail will be key to attracting this group.

The Borough Council's *Young People's Survey Oct 2020* by Vision King's Lynn found 37% of 16–25-year-olds wanted more evening entertainment, including live music and 41% wanted more events and festivals.

21% of West Norfolk have a disability - disabled people have experienced particularly low social participation and arts engagement since COVID (ONS, 2021).

Parts of King's Lynn fall into the top 10% most deprived areas of England (MHCLG, Indices of Deprivation 2019) with low skills and attainment – 17% in higher education versus 39% nationally (POLAR).

National Trust Members

As the table below shows, there are 44,341 National Trust members living within the 60 minute drive-time area of the Centre. They are a key audience for the Centre and it will be important that the CIO works closely with the National Trust through a marketing partnership to attract these members, offering discounts and incentives as necessary.

¹ Savills: King's Lynn Town Investment Plan Market Research December 2021



St Georges Guildhall Member penetration			
Drive time	Number of memberships	Number of households	Penetration
0-15	2247	34631	6.49%
0-30	7252	97685	7.42%
0-45	17883	208990	8.56%
0-60	44341	468378	9.47%

Whilst repeatability is key to long term sustainability, if the Centre could get just one visit per year for each member within 60mins that would achieve the overall target simply through NT members.

5.3.2 Tourist Visitors

The report *Economic Impact of Tourism – Headline Figures West Norfolk - 2019* suggests that there is a significant holiday and daytrip visitor market looking for things to do during their stay in the area:

- Of the 515,000 overnight visits to West Norfolk in 2019 (of which 29,000 were by overseas visitors), 74% were on holiday and spent £37m during their stay
- Of the nearly 10m daytrips to West Norfolk in 2019, 1.9m visited urban areas like King's Lynn spending £69m.

The Centre will be well placed to attract tourist visitors looking for a cultural, heritage, entertainment and retail experience.

5.3.3 Businesses

Despite the enforced transition to remote working during the pandemic, the office market remains strong in many locations and there is increased demand for co-working and flexible workspace. There will also be demand for specialist space, such as studios and 'third spaces'. Third spaces are smaller, more local, more flexible workspaces that aim to provide a middle ground between commuting to a corporate office and working from home. Workers benefit from greater psychological separation between home and work life, and local areas benefit from higher high street spending².

Total office supply in King's Lynn is 659,000 sq ft and has not changed in over 5 years, although a small amount of new stock is currently under construction (2,000 sq ft). King's Lynn has very low office vacancy rate of 0.6% and this suggests that the area is potentially severely supply constrained. At £10.85 per sq ft market rents are fairly low in Kings Lynn, but growing.

Nesta's Creative Nation³ analysis identifies the borough as one of the fastest growing areas for the creative industries in the East of England. With a 17% increase in the number of creative businesses and 24% increase in creative industries employment, creative industries growth in King's Lynn beats

² Savills Office FiT Survey, 2020

³ Creative Nation, How the creative industries are powering the UK's nations and regions. February 2018 <https://data-viz.nesta.org.uk/creative-nation/>



Norwich and Cambridge. The creative industries already deliver over 1,000 jobs and contribute almost £10 million to the borough's economy.

The Norwich Consortium *Feasibility Study King's Lynn Creative Hub February 2019* undertook an online Market Research Survey between September and December 2018. Key findings were:

- Of the 105 people who took part in the survey – 84 (81%) define themselves as a current or potential creative business or initiative
- 72% of these are arts and cultural sector, 28% Tech sector
- 46% in total (48 businesses) would like the Hub to be the base for their business
- 35% (36 businesses) want their own permanent studio or desk space in the building, 11% are interested in hot-desking or virtual tenancy
- 30 respondents interested in performance space, 44 interested in hiring meeting rooms and 23 looking for training or conference room
- Visual creative industries comprise 47 of the respondents. 81% of this group are interested in gallery space, alongside a further 20 respondents. Just over half of the visual creatives would be interested in having sales opportunities onsite
- Networking and opportunities to connect are the elements of a creative hub respondents are most interested in.

5.4 Competitor Analysis

There are several different markets in which the Centre will operate and therefore a number of competitor groups.

5.4.1 Regional Performance Venues

Audiences for the entertainment programme at the Guildhall are likely to come from within the 60 minute drive-time area, within which there are a number of small and medium sized cultural performance venues that can be considered competitors, excluding Norwich, Cambridge and Peterborough. See location map in the Appendix. Venues within 1 hour drive-time with 120 seats or over include:

Name	Location	Owner/Operator	Capacity
Corn Exchange	King's Lynn PE30 1JW	Alive West Norfolk	700 main hall 2 cinema screens
Princess Theatre	Hunstanton PE36 5AH	Princess Theatre Ltd	464 main hall
Arts @ March Town Hall	March, Cambs PE15 9JF	20Twenty Productions (CIC)	120
The Carnegie Rooms	Thetford IP24 2DS	Thetford Town Council	300 main hall 120 Guildhall
The Maltings	Wells Next the Sea NR23 1AF	Wells Maltings Trust	160 max
Sheringham Little Theatre	Sheringham NR26 8RE	The Little Theatre Society (charity)	160
Cromer Pier	Cromer NR27 9AU	Openwide Coastal Ltd	450
South Holland Centre	Spalding PE11 1SS	Spalding District Council	342
The Maltings	Ely, CB7 4BB	City of Ely Council	242



5.4.2 Regional Visitor Attractions

Visitors for the Shakespeare Experience and general admission to the site are likely to come from a wider 90 minute drive-time area, within which there are a number of visitor attractions that can be considered competitors. The following table shows 2019/20 attendance numbers – for locations see map in the Appendix.

Name	Location	Op.	Total Attendance	Members	Non-Members	Schools & others	Headline Admission £
Norwich Castle Museum	Norwich NR1 3JU	NMS	160,466			20,096	Pre-restoration?
Felbrigg Hall	Cromer NR11 8PR	NT	129,533	97,437	10,689	21,407	£13.20
Oxburgh Hall	Swaffham PE33 9PS	NT	91,531	71,205	12,100	8,226	£8.80
Gressenhall Farm & Workhouse	Dereham, NR20 4DR	NMS	53,737			10,705	£13.90
GUILDHALL	TARGET		40,000			5,000	£10.00
Time and Tide Museum	Great Yarmouth NR30 3BX	NMS	35,650			10,188	£6.70
Lavenham Guildhall	Sudbury CO10 9QZ	NT	31,634	24,050	5,228	2,356	£9.40
Melford Hall	Sudbury CO10 9AA	NT	30,480	25,109	4,001	1,370	£10.00
Peckover House	Wisbech PE13 1JR	NT	25,890	21,306	2,919	1,665	£10.00
Lynn Museum	King's Lynn PE30 1NL	NMS	17,655			1,488	£5.10 free in winter
Theatre Royal	Bury St.Ed IP33 1QR	NT	1,409	1,409	0	0	£7.50
Stories of Lynn	King's Lynn PE30 5DQ	BCKLWN	5,778			Inc.	£3.95
True's Yard Fisherfolk Museum	King's Lynn PE30 1QW	Charitable Trust					£3.00
Castle Acre Priory	King's Lynn PE32 2XD	English Heritage					£8.70
What a Hoot Gin Distillery Tour	King's Lynn PE30 1ET	Private Company					£15.00

5.4.3 Creative Hub, Local Office and Meeting Room Providers

The Norwich Consortium Report⁴ found that there are no other organisations in King's Lynn offering a similar hub provision. The King's Lynn Innovation Centre contains one or two creative businesses but really caters for a different market and purpose. Nearby places in Cambridge, Norwich and even Wells were found to attract some of the King's Lynn creatives.

The Savills Report⁵ suggest that office rental market in King's Lynn is severely supply constrained.

Apart from the Duke's Head Hotel there are very few meeting spaces in King's Lynn.

⁴ The Norwich Consortium Feasibility Study King's Lynn Creative Hub February 2019

⁵ Savills: King's Lynn Town Investment Plan Market Research December 2021



5.5 Pricing

The working assumptions on pricing are set out in the financial section. The headlines are as follows:

- Average Guildhall Performance Ticket Price: £14.09 incl VAT
- Performance Booking Fee: £2.00 incl VAT
- Guildhall Performance Hire Charge: £700 + VAT
- Guildhall Private Event Hire Charge (wedding etc): £1,500 + VAT
- Meeting and workshop hires: £20 per hour
- The Shakespeare Experience Ticket Price: £10 (£5 discount for NT members and residents)
- Studio and Office Leases: £12.00 plus VAT per sq. ft per annum
- Café/Bar Prices: in line with local outlets
- General Admission to Site: Free
- Admission to Exhibitions: Free

5.6 Estimated Attendances, Visitors and Users

The working assumptions on attendances are set out in the financial section. The headlines are as follows:

		2026/27	2027/28	2028/29
Public Performances				
	Guildhall Auditorium	28,325	37,767	37,767
	Gunpowder Store	4,050	5,400	5,400
	Outdoor theatre	2,790	3,720	3,720
Public Events		7,500	10,000	10,000
Education	- school visits	3,750	5,000	5,000
	- evening courses	1,300	1,733	1,733
Shakespeare Experience		40,000	36,000	32,000
Bars and Restaurants				
	Riverside	13,545	18,060	18,060
	Shakespeare Barn	47,628	63,504	63,504
Total attendances		148,888	181,184	177,184

For reference attendance at public performances at King's Lynn Corn Exchange in 2018/19 was 108,098.

Attendances are separately estimated for each category. The model does not take account of potential double-counting where for example one individual might visit the Shakespeare Experience, eat in the cafe and attend a performance as part of the same visit. Neither does it take account of visitors who attend multiple times in one year. Unique visitors therefore are particularly difficult to estimate.



In addition there is capacity for up to 43 people to be working in the Creative Hub.

6. Financial Appraisal

A detailed Financial Business Plan, including all relevant assumptions and financial spreadsheets, is included in the appendix. The headline schedule is included here:



Income and Expenditure Account						
Financial Years (Apr to March)				2026/7	2027/8	2028/9
				£	£	£
Income						
Public Performances				314,686	419,582	419,582
Public Events				40,625	54,167	54,167
Shakespeare Experience				265,000	238,500	212,000
Fermoy Gallery/exhibition spaces						
Creative Hub				64,476	85,968	85,968
Education				62,188	82,917	82,917
Catering				385,044	513,392	513,392
Retail				77,500	84,000	85,500
Private/commercial Hires				28,125	37,500	37,500
Fundraising/Sponsorship				65,628	120,328	121,711
Total Income				1,303,272	1,636,353	1,612,735
Cost of sales						
Public Performances				169,235	225,647	225,647
Public Events				1,800	2,400	2,400
Shakespeare Experience				2,500	2,500	2,500
Fermoy Gallery/exhibition spaces				7,500	15,000	22,500
Creative Hub				-	-	-
Education				50,262	67,016	67,016
Catering				277,183	369,577	369,577
Retail				22,500	23,000	23,500
Private/commercial Hires				-	-	-
Fundraising/Sponsorship				13,750	17,500	17,500
Total Cost of Sales				544,730	722,640	730,640
Contribution						
Public Performances				145,451	193,935	193,935
Public Events				38,825	51,767	51,767
Shakespeare Experience				262,500	236,000	209,500
Fermoy Gallery/exhibition spaces				- 7,500	- 15,000	- 22,500
Creative Hub				64,476	85,968	85,968
Education				11,926	15,901	15,901
Catering				107,861	143,815	143,815
Retail				55,000	61,000	62,000
Private/commercial Hires				28,125	37,500	37,500
Fundraising/Sponsorship				51,878	102,828	104,211
Total Contribution				758,542	913,714	882,096
Staff costs (permanent)				443,787	474,967	474,967
Overheads				294,550	344,100	344,100
Contingency (3% Income)				39,098	49,091	48,382
Net Surplus/Deficit				- 18,893	45,556	14,647



By the second full year of operation, this model generates a surplus of £45,000 that does not include any ongoing revenue support from BCKLWN or other public sector funder. It includes a small revenue contingency, there is potential for further improvement as the business develops and a different VAT approach could yield a significant upside. The CIO may well apply for further project grants from organisations such as Arts Council England to deliver some services.

Like all business plans it is based on a series of assumptions (detailed in the appendix), the most notable of which include:

- Capitalisation of £204,000 of pre-opening start-up costs in 2025/6 within the TF/NLHF capital grants
- A working capital/cash-flow loan of up to £100,000 for three years 2025-2027, provided and underwritten by BCKLWN
- 40,000 paying Shakespeare Experience admissions in year 1 reducing to 36,000 in year 2 and 32,000 in year 3, which is considered to be the stable position going forward
- A successful marketing partnership is developed with the National Trust, Norfolk Museum Service and BCKLWN to promote the Centre
- That 14 permanent core staff (not including catering personnel) are capable of running the Centre at the estimated levels of attendance
- That a large group of volunteers continues to be willing to undertake front of house and tour guide duties throughout the year
- That an experienced and dedicated group of unremunerated Trustees, led by a Founding Chair, can be identified to run the CIO with the level of risk identified.

6.1 Sensitivity Analysis

The largest single line of contribution throughout is Shakespeare Experience income, and this deserves special scrutiny and should be foremost for the purposes of strategic planning, monitoring and risk management. The baseline is for 40,000 visitors in the first year, reducing to 36,000 in the second year and 32,000 in the third year. The baseline admission charge is £10 with a reduced price of £5 for local residence, children and NT members.

A sensitivity analysis of Shakespeare Experience income shown below models the effect on the bottom line of visitor volumes reducing (in all years) by 10, 15, 20 and 25% from the baseline for the three years, as well as increasing by 10%:



Sensitivity Analysis			
NB changes to Shakespeare Experience visitor numbers affect both SE and gift shop contribution			
	2026/27	2027/8	2028/29
Net Surplus/Deficit Income and Expenditure Account (Baseline)	- 18,893	45,556	14,647
Reduce visitor assumptions by 10%	- 48,532	18,881	- 9,065
Reduce visitor assumptions by 15%	- 63,352	5,543	- 20,920
Reduce visitor assumptions by 20%	- 78,171	- 7,795	- 32,776
Reduce visitor assumptions by 25%	- 92,991	- 21,132	- 44,632
Increase visitor assumptions by 10%	10,746	72,231	38,358

7. Risk Register

The main risks and mitigations are considered to be as follows:

Risk Register								
Probability			Impact			Risk Rating		
1 - Improbable (10%)			1 - Insignificant			0-5 - Very Low		
2 - Unlikely (30%)			2 - Marginal			6-9 - Low		
3 - As likely as not (50%)			3 - Serious			10-14 - Medium		
4 - Probable (70%)			4 - Critical			15-19 - High		
5 - Highly Probable (90%)			5 - Catastrophic			20-25 - Very High		
Item Ref	Risk	Pre Mitigation			Mitigation Target/Control Measure	Post Mitigation		
		Prob L1-5H	Impact L1-5H	Risk Rating		Prob L1-5H	Impact	Risk Rating
Governance								
1	Unable to recruit Trustees with requisite skill and experience to oversee and guide the organisation	3	4	12	Define Trustee requirements clearly; consult stakeholders; run thorough recruitment process	2	4	8
2	Inadequate infrastructure to support trustees (regular MI; meeting routines)	2	3	6	Ensure management understands clearly and prioritises delivery of relevant, timely and accurate information to Trustees, within framework of regular meetings	2	3	6
Management/staffing								
3	Failure to recruit/retain satisfactory Chief Executive/Creative Director and other key staff	2	4	8	Define role and candidate qualities clearly, referencing/benchmarking to appropriate comparator organisations where helpful. Conduct thorough recruitment process	2	4	8
4	Management/administration roles insufficient to manage expected workload	3	4	12	Map job descriptions against detailed operational plans. Monitor closely during opening year.	3	4	12
5	Failure to recruit/retain sufficient volunteers	3	5	15	Plan sufficient lead time for volunteer recruitment and training. Design rolling recruitment process to bolster and replenish volunteer base.	2	5	10



Probability		Impact			Risk Rating			
1 - Improbable (10%)		1 - Insignificant			0-5 - Very Low			
2 - Unlikely (30%)		2 - Marginal			6-9 - Low			
3 - As likely as not (50%)		3 - Serious			10-14 - Medium			
4 - Probable (70%)		4 - Critical			15-19 - High			
5 - Highly Probable (90%)		5 - Catastrophic			20-25 - Very High			
Risk				Mitigation				
Item Ref	Risk	Pre Mitigation			Target/Control Measure	Post Mitigation		
		Prob L1-5H	Impact L1-5H	Risk Rating		Prob L1-5H	Impact	Risk Rating
Artistic								
6	Poor quality programme; incoherent artistic policy	2	4	8	Recruit Chief Executive/Creative Director and Trustees with experience of managing/programming relevant/comparable cultural events. Trustees to define guiding principles of artistic policy/aspiration	2	4	8
Operational								
7	Lack of access to sufficiently qualified/experienced staff for senior management roles	2	4	8	Ensure CEO/CD has strong sector credentials and demonstrates knowledge and capability to identify and secure relevant staff	2	4	8
8	Restrictions relating to Covid 19 and its aftermath curtails ability to engage fully and directly with its audiences	2	4	8	Maintain rolling review of restrictions; flex scale and nature of events accordingly	2	4	8
9	Events poorly managed, giving poor customer/public experience	2	4	8	Recruit experienced senior management team.	2	4	8
Economic/market								
10	Lack of demand for guided tours	3	5	15	Clarify positioning and content of interpretation tours at earliest stage. Develop marketing partnership with NT. Identify proven expertise for establishing heritage visitor attraction market positioning.	2	5	10
11	Shortage of appropriate 'product' for main theatre - touring shows etc of relevant scale and quality	2	4	8	Prioritise early relationship building through board of trustees and prospective CEO/CD with 'cornerstone' touring companies. Clarify artistic vision at earliest stage from which performing schedule is built.	2	4	8
12	Lack of commercial/private demand for hireable space(s)	2	4	8	Utilise networks (through Trustees as well as other arts organisations; emphasise sales/promotion element to senior roles); maintain regular updates with peer organisations in order to share/divert work overflow.	2	4	8
PR/public profile								
13	Guildhall and Creative Hub not positively regarded; failing to meet expectations	2	3	6	design strong PR plan for organisation launch and establishment; monitor media profile closely	2	3	6
Financial								
14	Insufficient cashflow and lack of access to liquid funds	3	5	15	adopt robust cash planning capability and monitor closely. BCKLWN provide back-up financing facility to address short-term cash deficits	2	5	10
15	Risk that target financial result is not achieved	2	5	10	ensure financial management information available regularly and accurately; ensure necessary flexibility in budget planning to allow planning response to underperformance	2	5	10
16	Inadequate regular financial reporting	2	4	8	Define financial reporting needs and assign responsibilities clearly	1	4	4
17	Fraud/misappropriation of funds	2	4	8	design and implement robust control processes for payment authorisation and pre-approval of purchase commitments. Trustees to oversee internal control infrastructure	2	4	8
18	Financial management & planning resource not appropriate or sufficient	2	4	8	ensure alignment between operational/administrative requirements and staff responsibilities	2	4	8
Statutory								
19	Failure to comply with relevant statutory requirements, risking reputational damage and/or financial penalties e.g. for hygiene standards, safe working practices, employment practices, statutory returns for HMRC, Companies House and Charity Commission purposes	2	4	8	ensure responsibility assigned for all elements of statutory compliance and structure implemented to enable regular review and monitoring at Trustee Board level.	1	4	4



8. Monitoring and Evaluation

Once the redevelopment has been completed and the building successfully handed over to the CIO, a range of monthly and annual performance indicators (KPIs) should be set by the Board, with input from the partners. Monthly management accounts will be produced from which much of the performance data will be derived. These are likely to include:

KPI	KPI	How Measured	When Measured
Governance			
Diversity of board			Annually
Engagement			Annually
Management/staff			
Diversity			Annually
Staff retention			Annually
Volunteer pool			Monthly
Operational			
Customer Satisfaction			Quarterly
Complaint levels			Quarterly
Mystery shopper			Annually
Market/Financial			
Overall footfall			Daily - Annually
Performance nos.			Monthly
No. of tickets sold			Monthly
% of capacity sold			Monthly
Ticket Yield			Monthly
Tour attendance			Monthly
Schools' attendance			Monthly
No of classes			Monthly
Occupancy of Hub/voids			Monthly
Number of covers sold			Monthly
Catering GP achieved			Monthly

Monthly management reports will be reviewed by the senior management team and then reported to the Board quarterly.

9. Organisational Impact

The CIO will be expected to operate without ongoing revenue subsidy from the partners. This will be challenging but should be achievable if the visitor numbers reach the levels anticipated.

However, the Trustees of the CIO will need the support of the partners, particularly BCKLWN, to establish the organisation and support its cash flow in the early years. This may mean the Council explicitly underwriting the first years of the Centre.

It is assumed that BCKLWN will hand over a fully refurbished and operational asset to the CIO. The asset will remain with the Council and not transfer to the CIO. The CIO will be responsible for ongoing maintenance and will aim to build reserves from



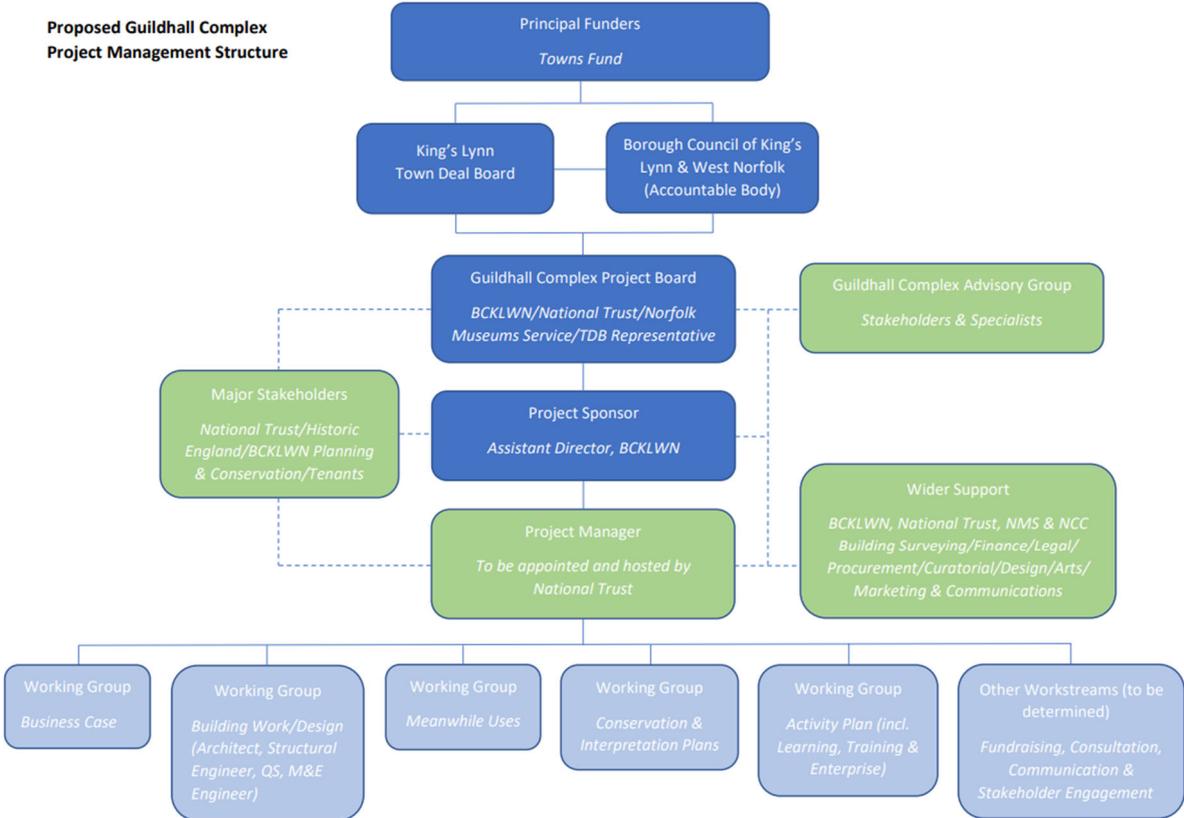
annual operating surpluses over time, which after creating an appropriate operating reserves will be used to create a designated sinking fund for replacement of key items.

The Trustees will need to be vigilant of the pressures on the management and staff team who, if targets are achieved, will be running a very busy operation with a very tight establishment.

End.
23.02.22



Appendix A: Project Management Structure





Appendix B: Governance Options Appraisal

As part of the Governance Report dated 29.09.21, FEI have considered three options for delivery of the Centre:

- Direct operation by the Council
- Operation by Alive West Norfolk
- Setting up a new independent organisation.

A description of each option, its strengths and weaknesses are considered in the main report.

In this appraisal each option is considered against criteria that measure Quality, Deliverability, Value for Money and Risk. At this stage all criteria are weighted equally. The proposed criteria are as follows:

Criteria	Criteria	Weighting %
Quality	Able to deliver innovative cultural programme to attract visitors	100%
	Centre Mission focused	100%
	Towns Fund Mission focused	100%
Deliverability	Credibility to partner with the cultural sector	100%
	Appropriate and flexible operational systems	100%
Financial	Potential to build multiple funding partnerships	100%
	Financial stability from reserves	100%
	Ability to build designated reserves over time	100%
Commercial	Benefits from tax advantages	100%
	Entrepreneurial approach to mixed business model	100%
	Ability to fundraise from multiple sources	100%
Governance and Management	Benefits from experienced trustees	100%
	Existing management structure	100%
	Agile staffing structure using freelance expertise	100%
	Access to specialist advice	100%
Risk	Ability to recruit experienced staff	100%
	Able to support underperformance from own resources	100%
	Flexibility to scale up/down to suit available budget	100%

The three options are appraised against these criteria using a scoring ranging from 1- 5 where 1 does not meet the criteria and 5 fully meets the criteria. The options are then ranked in order of preference. The following appraisal is based on FEI's experience and understanding of the King's Lynn situation, we encourage the Council to undertake their own scoring.



Borough Council of King's Lynn and West Norfolk					
St George's Guildhall and Creative Hub					
Options Appraisal					
#	Criteria	Weighting	Score		
			Option 1 Council	Option 2 Alive WN	Option 3 New Org
Quality					
1	Able to deliver innovative cultural programme		2	3	5
2	St George's Guildhall and Creative Hub Mission focused		3	3	5
3	Towns Fund Mission focused		5	3	3
Deliverability					
4	Credibility to partner with the heritage/cultural sector		4	3	5
5	Appropriate and flexible operational systems		2	4	5
Financial					
6	Potential to build multiple funding partnerships		4	3	4
7	Financial stability from reserves		5	5	2
8	Ability to build designated reserves over time		2	2	3
9	Benefits from tax advantages		1	1	5
Commercial					
10	Entrepreneurial approach to mixed business model		2	3	5
11	Ability to fundraise from multiple sources		1	2	5
Governance & Management					
12	Benefits from experienced trustees		1	1	4
13	Existing management structure		3	5	1
14	Agile staffing structure using freelance expertise		2	3	5
15	Access to specialist advice		4	4	4
16	Ability to recruit ambitious staff		3	3	4
Risk					
17	Able to support underperformance from own resources		4	4	2
18	Flexibility to scale up/down to suit available budget		3	3	4
Total Score			51	55	71
Ranking			3	2	1
Scoring					
1	does not meet the criteria				
2	meets some of the criteria				
3	partially meets the criteria				
4	mostly meets the criteria				
5	fully meets the criteria				

Appendix C: Manifesto for King's Lynn Guildhall and Creative Hub

King's Lynn Guildhall Complex and Creative Hub – a manifesto

Who Are we?

The Borough Council of King's Lynn and West Norfolk; National Trust; Norfolk Museums Service, and Norfolk Arts Service are working in partnership to deliver a conservation and regeneration project centred around King's Lynn's St George's Guildhall complex.

These partners are joining together to form a Charitable Incorporated Organisation (CIO) which will deliver a transformative cultural project for King's Lynn. The partners are working hand-in-hand with the Town Deal Board to deliver a pivotal part of the £25 million vision for the town. The St George's Guildhall project will promote the town's heritage and connection to Shakespeare, boost skills, and support new businesses and creative practice.

What are we doing?

We are working in partnership.

We are protecting and celebrating our heritage:

- Protecting the historic fabric of listed buildings, notably St George's Guildhall Theatre
- Safeguarding the future of the oldest working theatre in the UK, an historic space which has hosted all phases of drama since the 15th century, a place where Shakespeare's Touring Company has performed, as well as his comedian and King's Lynn born Robert Armin
- Refurbishing the historic theatre to create an accessible, welcoming, and attractive space that's fit for purpose and open to a wide range of audiences
- Creating inspiring spaces at the heart of the local community, and a beacon for visitors to King's Lynn
- Interpreting the rich story of the complex and the lives of people associated with it; telling the story of English theatre from the Guild period to the present day in an interactive working theatre environment

We are supporting enterprise and economic productivity in King's Lynn:

- Creating a financially sustainable operating model for the St George's Guildhall Complex
- Bringing measurable social and economic benefits to King's Lynn and West Norfolk
- Delivering a viable plan for the Guildhall Theatre and Creative Hub complex – bringing commercial and cultural initiatives together under one 'roof', under the direction of a pioneering partnership
- Establishing co-ordinated site management
- Supporting the creative arts sector by collaborating with other organisations
- Delivering an environmentally responsible project, and a reduction in energy use for the complex



We are creating a hub for arts and culture:

- Creating a sense of identity and place, drawing on the unique significance of the Guildhall Theatre
- Creating a nationally significant centre for culture and the arts, which serves its local community
- Creating an accessible and flexible space able to house a changing programme of events and activity; hosting professional and community theatre, dance or musical groups, or a venue for films, talks, comedy and poetry
- Modernising and effectively using buildings to provide spaces for interpretation, exhibitions, formal & informal learning, retail, and catering
- Providing a welcoming point of entry and improved street presence

Why are we doing it?

For **heritage**: To bring life back into the historic complex, giving it a sustainable future

- Because we must conserve our heritage assets and make them accessible to a wide range of audiences
- To attract visitors to the town who are interested in heritage, the arts and culture, supporting wider plans to regenerate the town
- Because culture will drive growth; associated spend by visitors to the town benefits retail and hospitality

For **people**: To elevate a sense of local pride

- Celebrating the unique heritage of King's Lynn and raising the profile of the town
- To improve access and participation for all; developing learning and skills, and to give a voice to the local community
- Using culture to create a sense of well-being
- To boost attainment and achievement in local schools

For **communities**: To maximise the potential of a currently under-utilised site

- To fill a gap for event and meeting space in the town, and spaces for formal and informal learning and enterprise
- A meet point for everyone, with good catering on site, a wide range of visitors will be attracted to the complex
- An offer that evolves according to the needs of the local community

Who are we doing it for?

- The people of King's Lynn and cultural economy of the Borough?
- Local, regional, national and international? audiences
- To be a venue for professional and amateur creatives
- For existing users, and new users
- For under-represented audiences – through audience development, community consultation and dynamic programming the project will represent broadest possible community interests
- For local people to engage in well managed co-production, volunteering and community activities promoting individual wellbeing and building social capital
- The creative arts sector in the East



Appendix D: From Vision to Business Plan Report

See separate document

Appendix E: Audience Agency - Audience Finder Report

See separate document

Appendix F: Financial Business Plan Assumptions and Narrative

See separate document

Appendix G: Financial Business Plan Workbook Spreadsheets

See separate document

**St George's Guildhall
and Creative Hub
King's Lynn**

**From Vision to Business Plan
confirming activities for the site**

22nd February 2022

FINAL

APPROVED

CONFIDENTIAL





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1. Introduction

In October 2021 the Project Board partners agreed the vision and manifesto for King's Lynn Guildhall and Creative Hub with aim of:

- Protecting and celebrating our heritage
- Creating a vibrant, sustainable centre for culture and heritage
- Supporting enterprise and economic productivity in King's Lynn
- Creating a hub for arts and culture.

Over the last three months the Interim Creative Director and team have consulted with over 60 users, potential users, and stakeholders to develop an outline plan of the activities that will deliver the Board's Vision and can be used to develop an outline Business Plan for the site. The purpose of the Business Plan is not only to support the NLHF Round 1 funding application but also to give the stakeholders a clear understanding of the site's potential for financial sustainability.

Whilst not a detailed Activity Plan in NLHF terms, this document will also help in the preparation of such a plan required for the NLHF Round 2 application. It will also be helpful in establishing the strategic case for the Towns Fund Round 2 Business Case.

Key Assumptions

This plan is based on the understanding that a new independent Charitable Incorporated Organisation (CIO) will be set up to deliver the partners' vision. The CIO will operate the entire site from road to river, including all the buildings currently let to third parties, and will determine the activities/leases that take place. This may involve relocation of some current users to different parts of the site or completely offsite.

It is assumed that the entire site will undergo a major renovation and refurbishment, proving a fully equipped facility with all major structural repairs undertaken and services upgraded. It is assumed that the site will become accessible for all and compliant with the Equality Act.

The CIO will engage a Director as chief officer and a full-time professional staff team supported by casual staff, trainees and volunteers in some public facing roles.

The ambition is to create both a significant heritage visitor attraction and a cultural enterprise, which together will build to an annual footfall of between 40-90,000 by the end of the third year of operation. This will be achieved through the mix of a free to access site, a charged interpretation tour, destination retail and catering, ticketed and private events. A marketing partnership with the National Trust, Norfolk Museums Service and Alive West Norfolk is seen to be essential to achieving this level of attendance, supported by Visit West Norfolk and Visit Norfolk Destination Management Organisations

The Centre must aspire to both a financially sustainable business model and provide education and information to everyone.

The activities, and the implications for the business plan, are set out below. Detailed evidence gathering, benchmarking and metrics are included in a confidential appendix along with a list of those consulted.

2. Heritage Interpretation

Heritage will be a key driver of footfall. The Centre has unique history in theatrical practice and significant heritage in Guild history and the development of King's Lynn.

Comparable sites in the local area demonstrate top-flight heritage interpretation, bringing visitors to West Norfolk. Curating the 'right offer' will help achieve the visitor numbers required and is crucial to financial sustainability.

Dual purpose of areas on the site is required; by day, a heritage attraction and by night, a theatre and associated functions, both including food and beverage offerings. This interpretation section of the report focusses on day-time usage.

Duality also within the heritage-offering at the Centre:

- Part free visitor attraction accessible to all
- Part ticketed Tour.

The heritage interpretation sequence is set out below in sequential order, starting with the free to enter and ending with the Tour. A schematic is included in the appendix.

29 King's Street (Old Shakespeare's Head)

The public front of the Centre, where people buy tickets and find information - transactional space.

The corridor to the Shakespeare's Courtyard

Interpretation themes:

- The story of an influential women associated with the site - women are underrepresented in heritage sites
- The Guild of St George - open to men and women (1406)
- The Sun public house renamed the Shakespeare's Head (1766).

Shakespeare Courtyard

Interpretation themes:

- Pub yards and their importance in the history of drama
- Archaeological reading of the northern wall of the Guildhall
- St George's Leet - the river that ran down this side of the Guildhall.

Shakespeare Barn

Catering outlet with marketing opportunity. Interpretation-offering to enhance visitors understanding of the historical importance of the site and encouraging them to the tour. Interpretation themes:

- Guild Parades
- Elizabethan Drama
- 20th Century performance events
- Robert Armin.

Fermoy Gallery

Foyer

Interpretation Themes:

- Lady Fermoy portrait
- Princess Diana (her granddaughter) - born in Borough of West Norfolk.

Gallery

Changing programme of local and touring exhibitions

South Courtyard and Riverside Garden

Interpretation Themes:

- Road to River - historical development of site and changes to river
- Guilds dissolution (1546) – use after this - candle making, fish mongering
- Guild and Dragon Processions.

Old Warehouse

Interpretation Themes:

- Robert Armin and family (USP)
- The Old Warehouse.

Red Barn (The Tour)

Gathering and starting point for tours

Interpretation hub (films and models by theatrical historian Richard Southern).

Interpretation themes:

- Films have historical overview of the growth of the site
- Georgian playbills.

St George's Passage (The Tour)

Interpretation themes:

- King's Lynn (1350) - a thriving port
- Guilds and Guild of St George foundation
- John Brandon - Greatest pirate in Europe and Guild Re-founder (1406)
- Guildhall development - Quay to building
- Dendrochronology of the site (tree-rings to date site (1417) scientifically)
- Water-Gate - development (Gunpowder Store)
- QR codes – links to database capture - email and mailing list.

Gunpowder Store (The Tour)

Currently Crofters. Interpretation Themes:

- Water Gate history
- Guild's 4 Priests and 4 Feast Days
- King's Lynn in the Civil War
- Gunpowder Store - Charles 1st.

Children's interactive activities:

- Drawing
- Build Water Gate
- Interpretation boards, QR codes and projection.

Guildhall Theatre (The Tour)

Interpretation Themes:

- Guild story recap
- First performance (6th January 1445)
- Rare documentary archive material (oldest recorded names of actors in UK)
- Interpretation boards with phases of theatrical history:
 - Guild
 - Elizabethan
 - Jacobian



- Restoration
- Georgian
- Regency
- Victorian
- Modern 20th Century
- Robert Armin, Shakespeare's King's Lynn born comedian
- William Shakespeare's link to the building
- Historical royal patronage:
 - Elizabeth I / James I / Alexandra / Mary / Queen-Mother / George V
- Historical theatrical set-makers for Sandringham House (G. M. Bridges and Son).

Side wall projections - evolution of theatre, galleries, boxes, flat floor, benches.
Potential for Digital XR interpretation (Expanded Realities that includes VR (Virtual Reality), AR (Augmented Reality) and MR (Mixed Reality)).

Immersive experience with costumes and try-out drama excerpts - Guild, Elizabethan, and Regency – VR opportunity (Revenue opportunity: Photobooth etc.).

Backstage area (The Tour)

Currently a storeroom. Interpretation Themes:

Multi-purpose use of Guildhall and theatrical history before the 18th century

- Courthouse and Judges (Sessions)
- The French schoolmaster
- The Guilder
- The Sailmaker
- The Button maker.

Dressing Rooms (The Tour)

Interpretation Themes – dressing rooms from the period of:

- Elizabethan Tiring House
- Georgian
- 20th Century (late 1950s, early 1960s). Signed photographs of the 20th Century performers who played the Guildhall: Menuhin, Ustinov, Grenfell, Gielgud etc.

Fermoy Gallery (The Tour)

Tour ends here.

Volunteer guides briefed on new exhibitions.

The Tour proposed operating model:

- Tour lasts for 1 hour
- Charge £10, concessions for Borough residents, families and National Trust members
- 7 days a week (at peak)
- 10.00 – 2.00 pm (Show days) longer on non-show days
- 12 people per tour (max)
- 2 volunteer tour guides operating at ½ hour intervals
- Typical capacity therefore: 9 tours a day, 100 people a day.

It is recommended that a professional museum interpretation specialist is included in the Design Team to develop the site interpretation plan.



3. Cultural Programming and Hires

Programming cultural activities for the whole site will be a key task for the CIO. The Programme Strategy will be delivered by a mixture of own promotions and hires to trusted partners. The Centre will primarily be a receiving venue, presenting work made by others, but it may on occasions produce its own education and outreach productions, particularly those focused on Shakespeare. It will engage with existing community groups and develop new ones.

The cultural programme will consist of both performing, digital, musical, and visual arts, taking place in the redeveloped Guildhall, Fermoy Galley, along with other multipurpose spaces to be created, and outdoors across the site.

Sitting alongside the cultural programme will be a commercial hires programme, vital to maximise both community use and financial sustainability of the Centre. Responsibility for balancing the usage of the site across these different activities, by controlling the Centre's diary, will fall to the Director working with other members of the senior management team.

The Guildhall

The ambition for the redeveloped Guildhall is to be as both an Elizabethan theatre and a flexible multipurpose performance space - a place where both Shakespeare's plays can be presented, in close to their original setting, and where a local 'Battle of the Bands' night can feel at home. See FWS' *Screen Illustrations Report* in the Appendix. The capacity of the Guildhall will be 297 seated, 400 standing and 100 banqueting. A seating balcony at the east end of the hall will give access to a single block of bleacher seating which, when retracted, will enable a flat-floor auditorium. This will allow for a stage to be positioned anywhere, for in-the-round productions, for standing music gigs, for catered banquets and receptions, conferences and meetings, weddings, and parties, and for markets and fairs. Catered events will be serviced by the kitchen in the Shakespeare Barn requiring lift access and final preparation area near the hall.

The Guildhall will present a busy performing arts programme consisting of drama, music, dance, film, talks and comedy. The plays of Shakespeare will be a natural focus. The Guildhall will continue to be home of the community performance companies, a key venue for the King's Lynn Festival, a showcase for local performing arts schools, and the CIO's own education programme. The CIO will be both a promotor of its own events and a hall for hire for trusted partners. The initial target is for the auditorium to be in use 200 days a year for cultural programme and hires – a utilisation of 55%.

With the Guildhall at the heart of both the performing arts and hires programme, along with heritage interpretation for the Centre, careful programme and operational planning will be required by the management team.

The Gunpowder Room

The aim is to extend and turn the Undercroft, currently used as Crofter's café, into a second performance and catering space with a capacity of 60 covers. This will be open during every performance in the Guildhall as the main bar. It will also operate as a comedy and music club at certain times/days. Entrance will be by a small cover charge and a bar menu will be serviced by the main kitchen in the Shakespeare Barn.



The Fermoy Gallery

The ambition is for the Fermoy to be home of a continuous, yet ever changing, exhibition of local artists work, programmed by the CIO. Local artists work will be for sale with a commission paid to the CIO. Invigilation of the exhibition will be by volunteers. Entrance to the Gallery will be free and also included as part of the Tour.

This year-round exhibition will be supplemented by exhibitions presented by King's Lynn Festival, Norfolk Museum Service and other professional visual arts organisations. The Gallery will also be used as a hire space for catered events such as receptions, book launches etc. The programming of the Fermoy will require careful operational planning by the management team.

Temporary Exhibitions

The Fermoy will be refurbished to a standard suitable to accept loans from partner institutions under the Government Indemnity Insurance scheme. However it will always have limited access for larger pieces and this is likely to have cost implications.

Outside Spaces

The site lends itself to outdoor performance and permanent/temporary visual arts installations, designed to deliver both the CIO's cultural objectives and increase its potential as a visitor attraction. Outdoor performances of Shakespeare plays in the Shakespeare Courtyard, or the Riverside Terrace can easily be gated as charged events. The design team will consider how certain areas of the site can be covered against the weather. Buskers and walkabouts can be engaged at key times.

New Offerings

Weddings and private event hires. Location filming.

Activities that work well commercially in other sites (e.g. NMS):

- Sleep-overs
- Ghost Tours
- Escape Rooms
- Dragon Processions.

The Old Warehouse may make a good location for these activities.

Enhancing Town Wide Events

King's Lynn and the region has several live events that the Centre can enhance to the benefit of its visibility and CIO profitability. Currently these include:

- King's Lynn Festival
- The Mart (February)
- Festival Too
- Heritage Open Day
- Collusion Light Show
- Hanse Festival.

The Centre will offer themed happenings to enhance these wider events and many others (Pride KL, GEAR 10K etc) draw people attending them into the Centre.



4. Creative Hub

We have consulted widely to see what form of Creative Hub will work best for King's Lynn, provide a sustainable future for the site as a whole, and be consistent with the wishes of the Partners and consultees. A series of rental spaces for Artists and Makers as well as Designers and other creative businesses is recommended.

The Creative Hub will be situated in the White Barn and White Barn Annex, with additional opportunities in the current Players Workshop. Consultation suggests that a flexible design approach should be taken as demand is currently difficult to forecast due to COVID. We recommend both studios and offices. Ground floor studios will be prioritised for businesses and Makers with a public facing outlet. First-floor units will be small offices prioritised for less public facing businesses. We are mindful of another Town's Fund Project *The Multi-User Community Hub* which may offer hot desks for start-up businesses at no cost. Our offering would complement that: supporting new businesses from start-up to fully fledged, by offering small offices and studios, conference and meeting facilities and some co-working spaces. Existing business on site would be offered space in the Creative Hub (e.g. YLP or KL Festival).

[Number 10 Church Street, Framlingham](#) offers a glimpse of how this can work well, as does [The Great Western Studios](#) in Paddington on a larger scale. The makers, businesses and operators consulted suggested simple studio spaces that can be personalised by the tenant are preferable with the added opportunity, for some, to retail their products on site. Sustainability of the build and building were seen as significant drivers for tenants. There is ambition for the Creative Hub to have a considerable retail element and [Snape Maltings](#) in Suffolk offers a good example.

The number of studios and office spaces to let has yet to be identified by the Design Team - a priority in preparation for the Business Plan. To ensure the western end of the site has sufficient attention, we propose opening up the access point from Ferry Lane to encourage people using the ferry to walk through that part of the site. This also opens up the White Barn Garden making use of a previously un-used publicly owned space.

Selecting the Makers and businesses to ensure the right mix will be the key to success. Rather than having a specific business support worker it is suggested that this role becomes a letting agent to ensure the tenant mix is carefully chosen and managed. It is also suggested that this person can be part of the marketing department of the overall site as there are similar skills and responsibilities required.

The King's Lynn Players (Players) and King's Lynn Operatic and Dramatic Society (KLODS) currently have stage set storage and building workshops on site, utilising key revenue generating spaces. To help achieve financial sustainability the Players and KLODS workshops will need to relocate off-site, or alternatively KLODS may wish to relocate to their owned building adjacent to the site.

The existing Players workshop would be repurposed as a flexible space. The ground floor would work as additional rental studios or Maker-retail or could expand the Riverside Restaurant in a later phase. A first floor could form a flexible space that could be hired out for yoga/dance studios and meeting rooms. The link between the Players, KLODS and the new Centre is vital, so these changes will need to be carefully managed.

5. Education and Outreach

A key charitable objective for the CIO will be to deliver education and wellbeing outcomes, although these have a limited financial return.

A full-time education officer will be required to directly deliver courses and potentially co-ordinate freelance specialists, supported by appropriately trained volunteers and trainees from College of West Anglia (CWA) via the new, technical based, learn on the job, T-Level scheme.

The activities outlined below show the full range of education and outreach that could take place at the Centre. They should augment existing offerings in King's Lynn, with groups that already fill these niches encouraged to use the Centre rather than replicate provision. Potential overlap with the Workshop by the Garage Trust, new to King's Lynn, will need to be carefully considered.

On and off-site school programme

Shakespeare is on the National Curriculum and is the Centre's USP. For all ages (KS 1 to A-level) there will be two main focuses for schools:

- Heritage based learning experiences around Shakespeare, theatre and performance
- Performances – Special school performances / attendance at 'open rehearsals' of Shakespearean productions
- In school performer and writer talks.

Charges for school visits are low but may just be sufficient to pay for the full-time education officer.

Out of school programme for all ages

The Centre could offer the following education out-reach programmes:

- Youth Theatre company
- Youth Dance company
- Youth Music - taking a cue from the highly successful [Amplifier](#) project in Suffolk this will aim to give space and time to those wishing to develop music from rock to baroque. An exciting response to a third of young people in King's Lynn stating this was lacking.
- Youth Paints - this project will deliver at least one exhibition a year at the Fermoy
- Youth Writes - creative writing leading to poetry, plays and comedy. It will be showcased in writing festivals held at the site throughout the year
- Youth Films - giving an opportunity/support to those who want to make films.

The above six initiatives will be broken down into age-appropriate groups:

- Toddler fun times - taking the form of rhythm, music, and movement
- Youth Retraining Pledge Project. Working with another Town's Fund project, the youth retraining pledge to deliver confidence and skills in the form of improv workshops and basic acting skills workshops
- East look East – an initiative to engage with the (currently underrepresented) eastern European communities of King's Lynn.

A wide range of evening workshops could also be offered for those not in full-time education from screenwriting to yoga. It is envisaged that these courses would be run

in partnership with the wealth of community groups available in Lynn, supported by the Centre staff and visiting professionals.

Summer Schools - three types of summer school could be offered:

- Non-residential theatre, fun and comedy for young people. This is an expansion of the three-day summer school which was piloted on the site in 2019
- Non-residential Shakespeare themed fun for young people: a course for the more committed, designed to make Shakespeare accessible to all and give a deeper proficiency. This would be based on recent King's Lynn Young Players pilot. It is hoped that this course may lead to a recognised qualification in partnership with CWA
- Non-residential international Shakespeare Heritage: this is aimed at bringing people from out of the Borough and Internationally into King's Lynn to see the oldest working theatre in the UK. The Centre would aim to work with a recognised cultural tour operator to maximise revenue.

There is ambition for the Centre to become a global hub for Robert Armin studies. Initially, this will need to be in partnership, hopefully with the Shakespeare Institute in Stratford-Upon-Avon (University of Birmingham). He is our greatest Shakespearian asset and will set this business apart from other Shakespearian sites.

6. Skills and Training

As with Education and Outreach this is an important area for the Centre to offer opportunity, open horizons and reach untapped potential. However it is unlikely to produce any financial return on investment and delivery may well add to the Centres' overhead staff cost, so how this is funded requires further consideration.

Mindful to offer something complementary to the other Town's Fund project *The Multi-User Community Hub*, we have identified several areas where the new Centre could offer skills and training. Consultations with CWA appear to suggest the training offerings outlined below, would be complementary to the work already being undertaken in the town.

The Centre will work with the evolved iteration of the other Town's Fund project *The Youth Retraining Pledge*¹ to identify interested members through the Education and Outreach outlined above and offer them targeted support and further appropriate skills and training opportunities.

The Centre could offer training and learning experiences, making use of the new T-Level schemes, in Catering, Marketing, Tourism, Stage Management and Technical Management. The Shakespeare Barn could become a catering training centre but it is unclear how this might be funded.

The Centre is a natural home for English Literature and History students of these disciplines who could become volunteer tour guides or lead sessions at appropriate evening workshops. Potentially they could become specialist guides in Robert Armin tours partnering with the KL Tour Guides.

¹ Although this is currently only a 2 year plan running from 2022-2024 it is hoped there will be a successor to this, or continuation of it, that the centre can work with.

7. Catering

Catering will be the key commercial driver for the Centre which will have two main catering operations plus a number of satellites.

Shakespeare Bar(n)

The Shakespeare café/bar will be run in house by the CIO operating the site, so as to maximise profitability and ensure service appropriate to the diverse themes of the Centre. Broadly, it will be doing simple things very well. The daytime offer will be a National Trust style of sandwiches, cakes, jacket potatoes, pizza, cream teas, and coffees. The night-time offer will be a stylish bar offering a fun place to meet up in town, whether you're going to the theatre or not, sometimes with live music and with a simple pre-theatre supper menu.

A mezzanine level will be added to increase capacity and the Shakespeare Courtyard will offer extra covers outside when the weather allows and outdoor performance in the summer.

The Shakespeare Bar will form one of the two possible bars to enhance the experience of patrons enjoying the shows at the Guildhall Theatre. The current fire escape from this courtyard into the theatre will be upgraded and enhanced to allow patrons to pass from the courtyard and bar up to the theatre and from the theatre to the bar in the interval.

All the CIO operated catering on site will be run from the Shakespeare Barn, including the Guildhall banqueting, and a significant catering kitchen will be required.

Riverside Restaurant

This will be marketed as the premier dining experience on the site and run as a 50-cover destination restaurant offering lunch and dinner service. The site will be leased by the CIO to an experienced operator on a turnover-based lease. By opening up the site, the restaurant will be able to take full advantage of the increased footfall associated with the heritage visitor attraction and cultural centre. There is also potential to extend the restaurant into the Players workshop (see above).

As well as these two main food and beverage operations there will also be satellite opportunities for other catering offerings on site.

Gunpowder Bar

This second performance space will double as both the additional bar for theatre performances in the Guildhall and as the location of the comedy club and music bar. Serviced from the Shakespeare Barn it will offer a simple snack menu, day and evening. Design of this space will be carefully considered to allow transformation from daytime use to night as flexibly as possible.

Event Catering

It is envisaged that the CIO will have an in-house offer for the highly profitable catering events in the Guildhall such as weddings and themed banquets.

Food in the Courtyard

The newly rebranded Dragon Yard offers the opportunity for temporary food service, either run in-house or by local vendors. At certain times of the year there will be

festivals in the courtyard that could include charged pitches for mobile food trucks, street food and appropriate pop-ups.

A successful catering operation is key to the success of the site. An experienced food and beverage manager will be an essential part of the senior management team and a key target for the Centre's marketing department.

8. Retail

There will be a number of retail opportunities at the Centre, focussed on the Dragon Yard where independent retailers and Makers can rent small units (in the Creative Hub) or mobile pitches at busy times. The number of units available has yet to be identified by the design team. This is a priority for the business plan in January

In addition, the Centre will have a National Trust style retail-outlet in the 29 King Street box office/reception area and potential to sell gifts at other pay-points in the Centre.

The CIO aims to run a Bring a Book scheme based on the NT operation at Oxburgh Hall. People give their book in exchange for another book and donate a small amount of money. Highly profitable, it requires one volunteer to restock and organise the stock. It reminds the visitors that the CIO is a charity which they can support with donations.

9. Branding

The King's Lynn Guildhall and Creative Hub requires a new public facing brand name to replace this long working title. The ongoing branding workstream has identified three possible names for the Centre:

- Shakespeare Centre for the Arts
- Shakespeare Arts Centre
- Armin Shakespeare Centre

With the potential for *Guildhall* and *King's Lynn* to appear in any associated strap-line, rather than in the main name.

Shakespeare is a strong national and international brand and Robert Armin has potential to become a strong local and regional brand. However there are a number of Shakespeare Centres in the UK and around the world, so achieving cut-through for a new one will be challenging. The Arts Centre nomenclature may also be misleading and unhelpfully associated with a previous organisation. There has been negativity in consultation around the 'politics' associated with previous incarnations of the site. A new, distinctly different brand offers a clear break with this. It would be preferable, although not essential, for the new CIO take the same name as the Centre. Other areas of the site will be rebranded as sub-brands.

It is recommended that advice is sought from a national brand design company, experienced in the arts and heritage sector, before making any final decision on the brand name. A working title should suffice for the NLHF Round 1 application.



Appendix A: Consultees

Name	organisation	workstream
Alison Croose	King's Lynn Festival	Programming
Ema Holman	King's Lynn Festival	Programming
Wendy Fisher	King's Lynn Players	Programming
Rosy Gray	Norfolk Museums Service	Programming
Rosalind Palmer	Norfolk Museums Service	Programming
Philip Miles	Norfolk Museums Service	Programming
David Nash	KLODS (KL Operatic and Dramatic Society)	Programming
Natalie Jode	Creative Arts East	Programming
Andrew Jarvis	KL Shakespeare Festival	Programming
Jeff Hoyle	KL Cinema Club	Programming
Ivor Rowlands	Shakespeare's Guildhall Trust	Programming
Amanda Arterton	Shakespeare's Guildhall Trust and KL Gilbert and Sullivan Society	Programming
Anne Roberts	Shakespeare's Guildhall Trust and West Norfolk Artists Association	Programming
Tim Rock	Lavender Hill Mob	Programming
Karen Waite	King's Lynn Academy of Dance	Programming
Veronica Sekules	Groundworks Gallery	Programming
Phillip Bayfield	Alive West Norfolk	Programming
Russell Clement	National Trust	Catering
Michael Baldwin	Hospitality business owner	Catering
Robin Hanley	Norfolk Museums Service	Catering
Russell Clement	National Trust	Retail
Alistair Cox	Vancouver Quarter manager	Retail
Robin Hanley	Norfolk Museums Service	Retail
Vicky Etheridge	King's Lynn BID	Retail
Hannah Wooler	Norwich Consortium	Creative Hub
Marion Catlin	Norwich Consortium	Creative Hub
Mary Muir	Norfolk Arts Forum	Creative Hub
Rachel Drury	Collusion	Creative Hub
Edmund Wilson	Foster Wilson Size Architects	Creative Hub
Jesse Quin	Old Jet	Creative Hub
Darren Stevens	Norfolk Museums Service	Interpretation
Angela Downing	National Trust	Interpretation
Dayna Woolbright	Norfolk Museums Service	Interpretation
Edmund Wilson	Foster Wilson Size Architects	Interpretation
Rachel Williams	Norfolk Museums Service	Training and skills
David Pomfret	College of West Anglia	Training and skills
Paul Gibson	College of West Anglia	Training and skills
Thomas Humphries	Norfolk County Council	Training and skills
Colin Clifton	Shakespeare's Guildhall Trust	Training and skills



Michael Baldwin	Hospitality business owner	Training and skills
Rachel Williams	Norfolk Museums Service	Education
Jan Pitman	Norfolk Museums Service	Education
Russell Clement	National Trust	Education
Colin Clifton	Shakespeare's Guildhall Trust	Education
David Pomfret	College of West Anglia	Education
Paul Gibson	College of West Anglia	Education
Jemma Finch	National Trust	Branding
Harry Seaton	Influential	Branding
Phillip Eke	Borough Council of King's Lynn and West Norfolk	Branding
Tim Baldwin	Borough Council of King's Lynn and West Norfolk	Branding
Michelle Gant	Engaging people (BCKLWN)	Branding

Further consultation has taken place with:

Snape Maltings, The Britten Pears Foundation, The Hat Project (Luton), Number 10 Church Street, Framlingham, The Theatre Royal, Bury St Edmunds, Independent Theatrical Producers and Production Companies, Shakespeare's Globe, Shakespeare's Birthplace Trust, The Shakespeare Institute (Stratford Upon Avon), IT Specialists, The Pleasance Theatre's Trust (Edinburgh and London), The Theatre's Trust and The King's Lynn Ferry.

This report is mindful of the work undertaken in 2018 by the Borough Council Working Group on the Guildhall, of which the Interim Creative Director was a part, and thanks go to the Borough Councillors, officers, consultees and views collated then which have assisted the thinking contained here.

As well as the consultation and consultees listed above, there is extensive prior consultation which has informed the vision for the Guildhall Centre. This includes but is not limited to:

- Creative Hub Feasibility Report by the Norwich Consortium: FEB 2019 (Updated JAN 2022). This included face to face consultation with 38 people and online survey of 105 and café consultation with 40 people. This study established a need for a creative hub in King's Lynn.
- Vision King's Lynn Survey: June 2020. 72 businesses surveyed, 276 consumers. Recorded the effect of COVID on business.
- Vision King's Lynn Survey: October 2020. 212 respondents aged 16-25 established a desire for 'somewhere to go' and in particular to take part in cultural and performance activities, some with a view to a career.
- West Norfolk Disability Access Forum Access Report March 2019. Detailed access audit of the site was made by Jonathan Toye and recommendations made for improvement.



Appendix B: List of Spaces and Activities

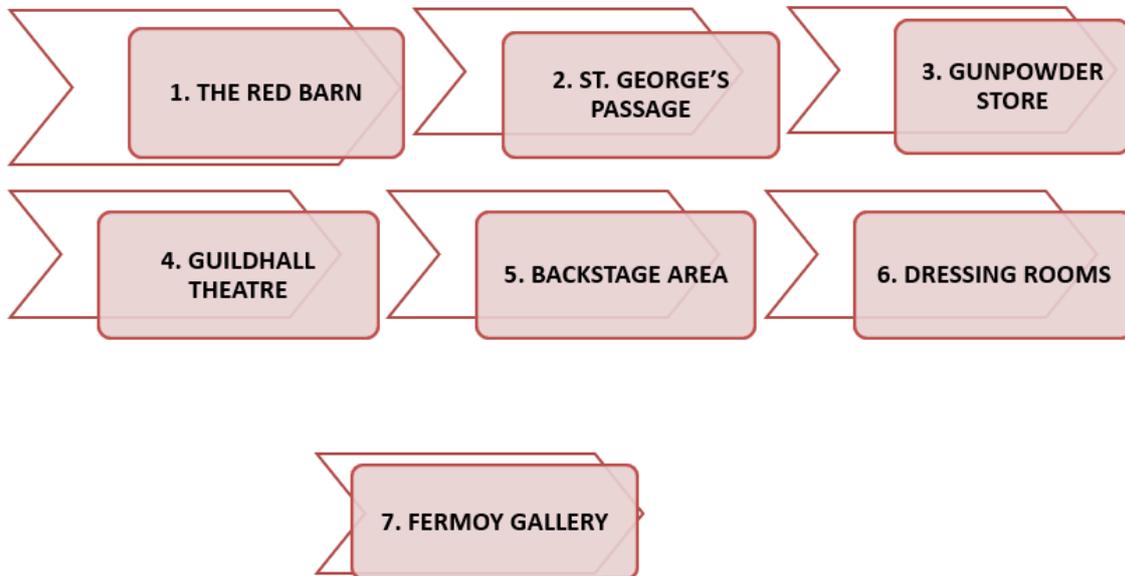
Current Area	Current Use(r)	New Name	New Use
29 King Street	Lease Your Local Paper	29 King Street	Welcome Box Office Reception Gift Shop CIO Offices
29c King Street	Lease Michael Baldwin	29c King's Street	CIO Offices or Security or Lease
Shakespeare Alley	Access	Shakespeare Alley	Interpretation Further welcome space.
Shakespeare Barn	Flexible Vaccination Centre	The Shakespeare	Café Bar Catering Training Kitchen Banqueting kitchen Toilets Storage Plant
North Courtyard	Access	The Shakespeare Yard	Outdoor Café Bar Outdoor performance Access to Guildhall Interpretation
Guildhall Auditorium	Performance	Guildhall	Performance Private event hire Tour
Backstage Area	Plant Piano Store	Backstage	Production Tour
Dressing Rooms	Dressing rooms Green Room	Dressing Rooms	Dressing rooms Tour
Guildhall Foyer	Box office	Guildhall Foyer	Small performance box office/ bar – interval drinks
Crofters Cafe	Café	Gunpowder Store	Night: 60 cover bar Performance space Comedy/music club Daytime: Tour
St George's Passage	Access and Information Toilets	The Guild Corridor or leave as St George's Passage	Tour Interpretation Information
Red Barn	Flexible	Red Barn	Tour start Tour film Richard Southern Theatre Models
Old Warehouse	Storage Arts Centre Archive and 63	Old Warehouse	Storage Plant Sleepovers



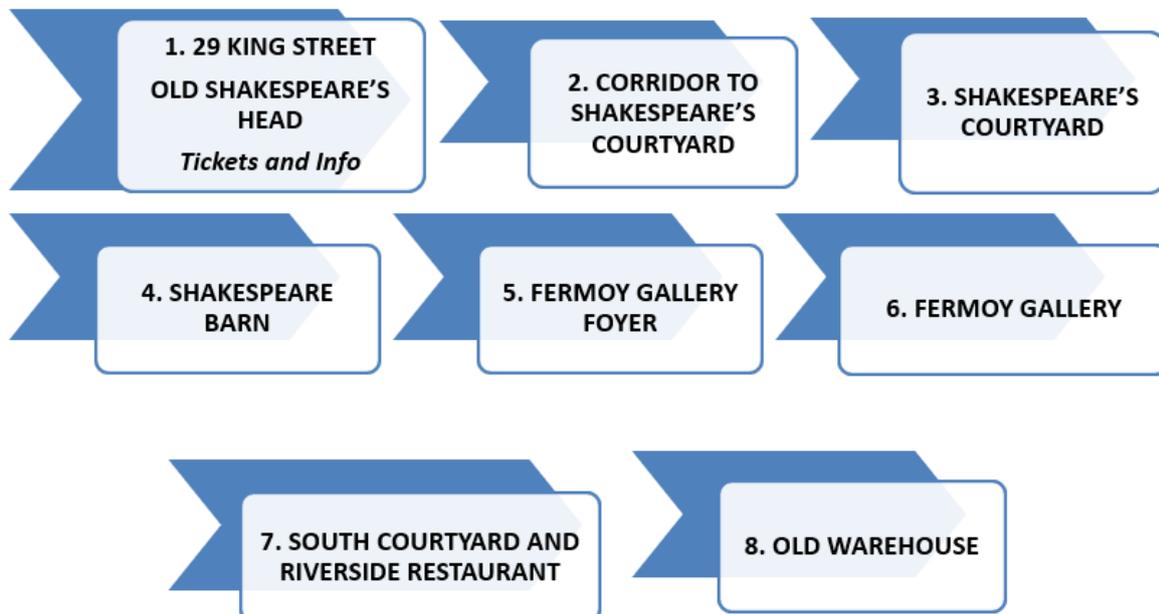
	poss. also KL Festival archive.		Escape Room Spooky events Lease office if possible
White Barn	Storage BCKLWN	Armin Centre Creative Hub	Lease: Studios Offices Retail Access to and from Ferry Lane Space for eating
White Barn Annex	Store/workshop KLODS		
White Barn Garden	Not used		
South Courtyard	Unauthorised Parking	Dragon Yard	Pop up: Food Trucks Retail Buskers Sculpture Display Interpretation Outdoor performance Overspill catering as required.
Riverside Garden	Used in Summer for overspill catering and ice creams		
Riverside Terrace	Lease Rest. Operator	Tied to the name of the Restaurant	Lease: Destination Restaurant
Riverside Restaurant	Lease Rest. Operator		
Players Workshop	Store/workshop KLP	Part of Armin Centre Creative Hub Named after the historic usage: sailmakers, candlemakers etc	Lease: Studio Office Retail Flexible space Yoga/Dance/further catering Bring a Book
Fermoy Gallery	Gallery KL Festival	Fermoy Gallery	Gallery Hire: Functions Tour
KL Festival Office	Lease KL Festival	Name for the Lease holder	Lease: Office Space
Fermoy Foyer	Foyer	Fermoy Foyer	Interpretation Welcome/overspill space Possible merchandise space Site of Lady Fermoy Portrait.

Appendix C: Heritage Tour Schematic

Heritage Interpretation: The Tour



Heritage Interpretation – Free Access



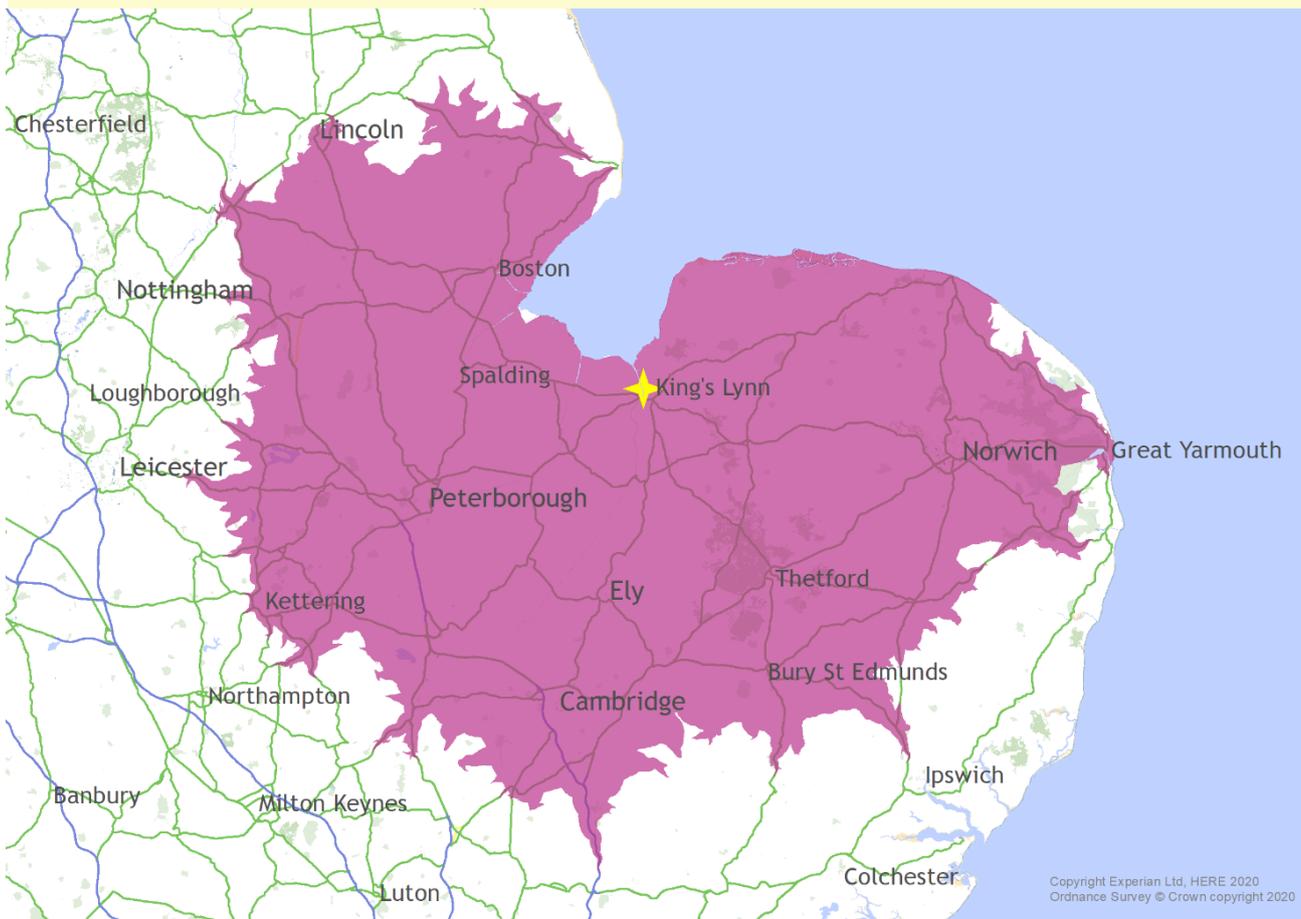
Area Profile Report

90 minutes drive time from PE30 1HA

The area profile report contains data about the population within your target area (90 minutes drive time from PE30 1HA), compared with the population of your base area (England). The extent of your target area is shown in the map below.

Total population

The total adult population (15+) of your target area (90 minutes drive time from PE30 1HA) is 2,361,141, and the population of your base area (England) is 46,606,578 (adults 15+ estimate 2019).



How to read the tables

The tables show the size of each category within the target area, compared to the size of that category within the base population.

The index figures show whether each category is over or under represented in the target area compared to the base population.

- An index of 100 occurs when the proportion of a category in the target area exactly matches the size of that category within the base population.
- An index over 100 indicates that this category is over-represented in the target area compared to the base population.
 - Indices of 110 or over are highlighted, with the index appearing in **red**.
- An index under 100 indicates that this category is under-represented in the target area compared to the base population.
 - Indices of 90 or less are highlighted, with the index appearing in **blue**.
- Indices with a shaded background indicate significant difference between the target area and base population.

Audience Spectrum and Mosaic segmentation

Audience Spectrum profile

Audience Spectrum is a population profiling tool which describes attendance, participation and engagement with the arts, museums and heritage, as well as behaviours, attitudes and preferences towards such organisations. It has been built to meet the needs of small and large scale, ticketed and non-ticketed organisations from across the cultural sector.

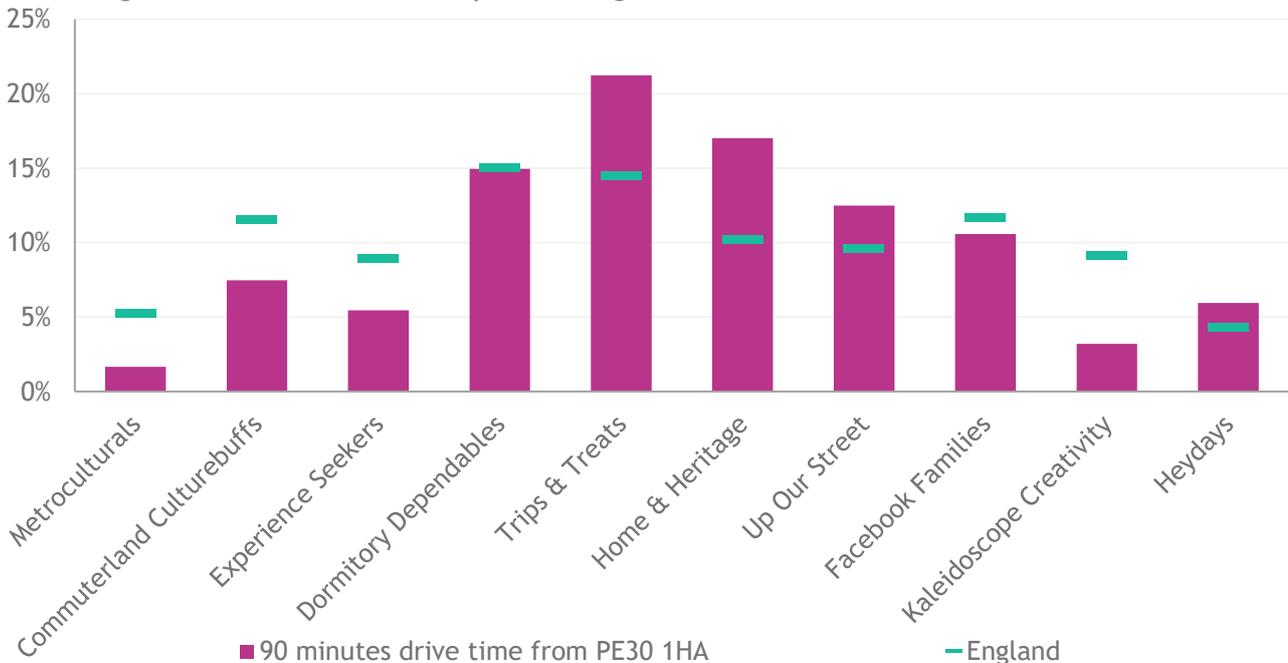
To find out more and to view the pen portraits for each segment visit:

www.theaudienceagency.org/audience-spectrum

The most prominent Audience Spectrum segments in your target catchment area are Trips & Treats, Home & Heritage and Dormitory Dependables. 53% of the target population belong to one of these three segments, compared with 40% of the base population as a whole.

- Trips & Treats: Suburban households, often with children, whose cultural activities usually are part of a day out or treat (Medium engagement)
- Home & Heritage: Conservative and mature households who have a love of the traditional (Medium engagement)
- Dormitory Dependables: Regular but not frequent cultural attenders living in city suburbs and small towns (Medium engagement)

Percentage breakdown of Audience Spectrum segments



Audience Spectrum segment	90 minutes drive time from PE30 1HA		England		Index	
	Count	%	Count	%		
Metroculturals	39,192	2%	2,421,714	5%	32	
Commuterland Culturebuffs	175,616	7%	5,344,822	12%	65	
Experience Seekers	128,198	5%	4,133,771	9%	61	
Dormitory Dependables	351,245	15%	6,961,968	15%	100	
Trips & Treats	499,248	21%	6,729,586	14%	147	
Home & Heritage	400,068	17%	4,735,227	10%	167	
Up Our Street	293,335	12%	4,461,547	10%	130	
Facebook Families	248,469	11%	5,415,461	12%	91	
Kaleidoscope Creativity	75,292	3%	4,219,383	9%	35	
Heydays	139,879	6%	1,997,804	4%	138	
Unclassified	-		-			
Adults 15+ estimate 2019	2,350,542		46,421,283			

Base totals and percentages do not include unclassified postcodes.

Mosaic group profile

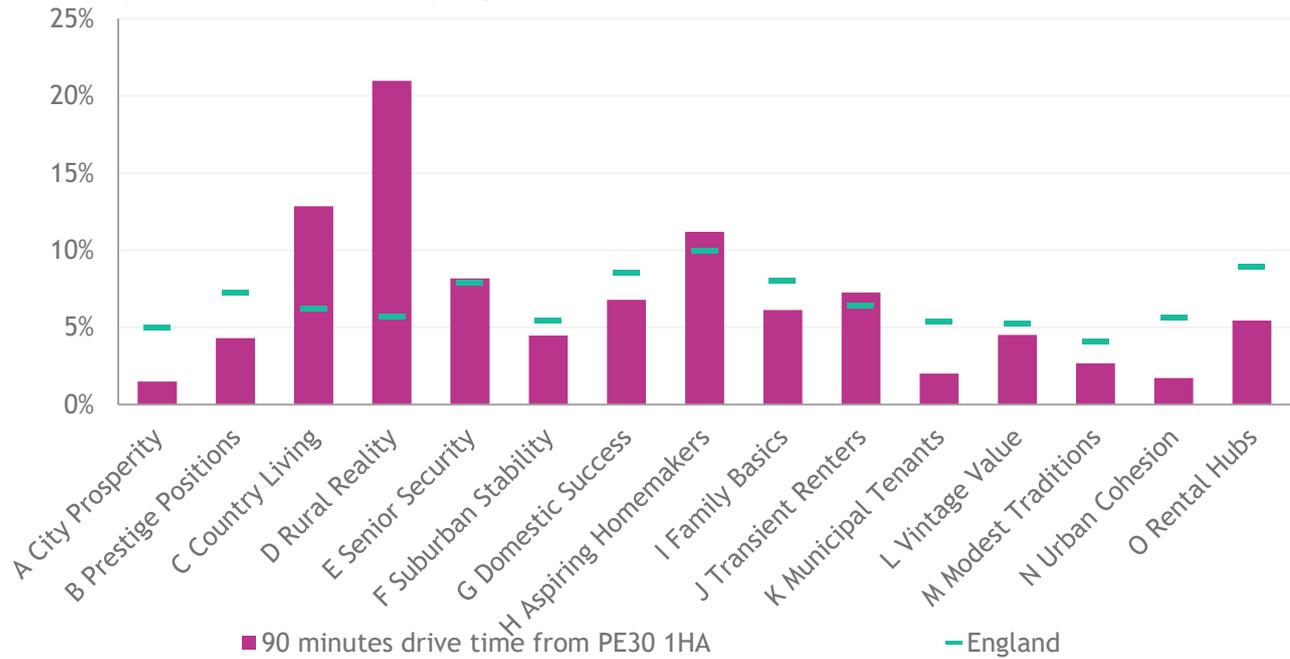
Mosaic combines a wide range of information from over 400 sources to create a summary of the likely characteristics of each UK household.

Households are assigned to a 'group', of which there are 15 in Mosaic, which describes their socio-economic and cultural behaviour.

The most prominent Mosaic groups in your target catchment area are D Rural Reality, C Country Living and H Aspiring Homemakers. 45% of the target population belong to one of these three groups, compared with 22% of the base population as a whole.

- Rural Reality: Householders living in inexpensive homes in village communities
- Country Living: Well-off owners in rural locations enjoying the benefits of country life
- Aspiring Homemakers: Younger households settling down in housing priced within their means

Percentage breakdown of Mosaic groups



Mosaic group	90 minutes drive time from PE30 1HA		England		Index
	Count	%	Count	%	
A City Prosperity	35,468	2%	2,340,133	5%	30
B Prestige Positions	101,878	4%	3,396,120	7%	59
C Country Living	303,277	13%	2,898,070	6%	207
D Rural Reality	495,323	21%	2,674,383	6%	366
E Senior Security	193,175	8%	3,697,347	8%	103
F Suburban Stability	105,420	4%	2,552,237	5%	82
G Domestic Success	160,025	7%	3,980,949	9%	79
H Aspiring Homemakers	264,123	11%	4,650,661	10%	112
I Family Basics	144,655	6%	3,765,388	8%	76
J Transient Renters	171,596	7%	2,991,167	6%	113
K Municipal Tenants	47,474	2%	2,504,090	5%	37
L Vintage Value	106,290	5%	2,444,310	5%	86
M Modest Traditions	63,028	3%	1,921,510	4%	65
N Urban Cohesion	40,824	2%	2,622,341	6%	31
O Rental Hubs	128,584	5%	4,167,227	9%	61
U Unclassified	0		645		
Adults 15+ estimate 2019	2,361,140		46,605,933		

Base totals and percentages do not include unclassified postcodes.

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Cultural engagement

Overall, the target population has lower levels of cultural engagement than the base population.

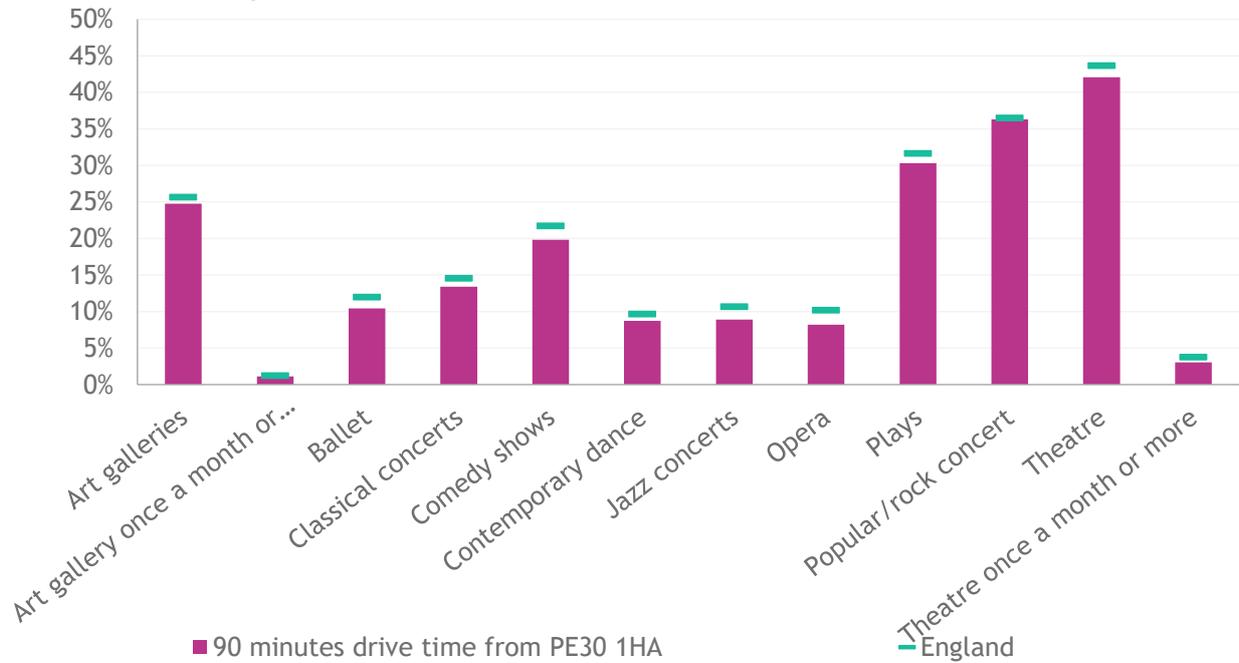
Arts attendance: amongst the target population, the arts activities with the highest levels of engagement are:

- Theatre: 42% attendance amongst the target population
- Popular/rock concert: 36% attendance amongst the target population
- Plays: 30% attendance amongst the target population

Museums and heritage attendance: In the last 12 months, the target population is more likely to have visited museums than stately homes/castles or archaeological sites.

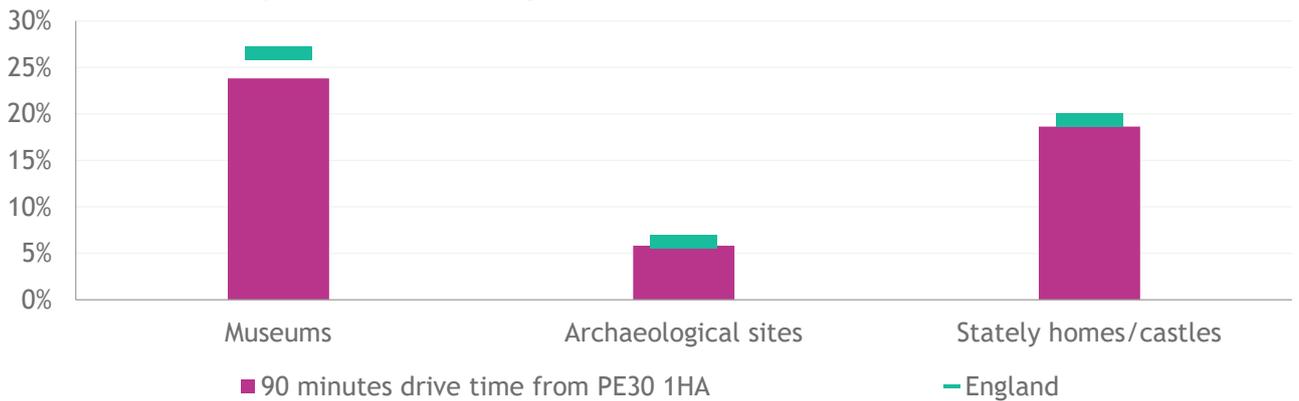
Cinema visits: 74% of the target population visit the cinema compared to 77% of the base population.

Arts attendance in the past 12 months



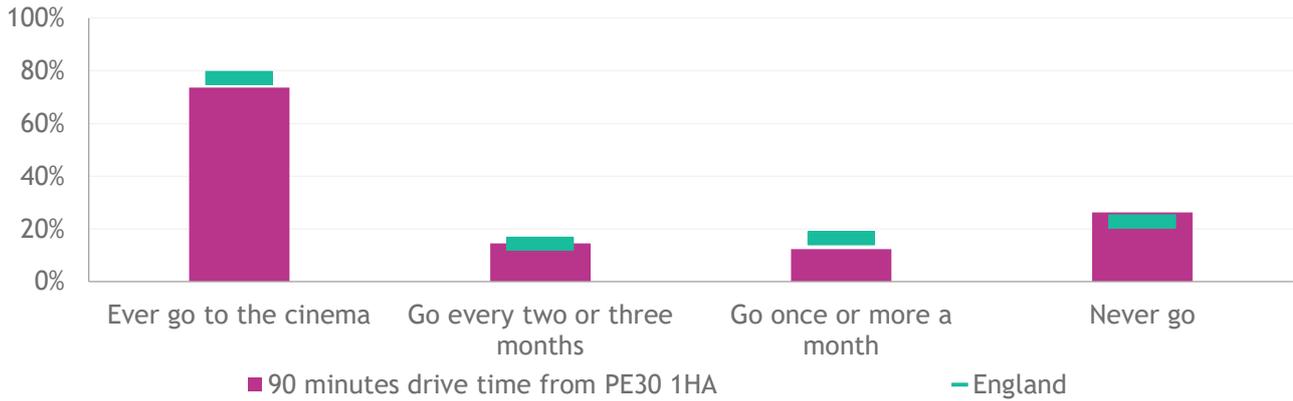
Attended in past 12 months	90 minutes drive time from PE30 1HA		England		Index
	Count	%	Count	%	
Art galleries	584,949	25%	11,965,623	26%	96
Art gallery once a month or more	25,975	1%	590,619	1%	87
Ballet	245,897	10%	5,591,113	12%	87
Classical concerts	315,897	13%	6,794,179	15%	92
Comedy shows	467,707	20%	10,133,158	22%	91
Contemporary dance	205,893	9%	4,504,937	10%	90
Jazz concerts	209,869	9%	4,971,909	11%	83
Opera	193,552	8%	4,751,664	10%	80
Plays	715,329	30%	14,753,241	32%	96
Popular/rock concert	856,430	36%	17,023,501	37%	99
Theatre	992,912	42%	20,358,454	44%	96
Theatre once a month or more	72,035	3%	1,757,016	4%	81
<i>Adults 15+ estimate 2019</i>	<i>2,361,141</i>		<i>46,606,578</i>		

Museums and heritage attendance in the past 12 months



Visited in past 12 months	90 minutes drive time from PE30 1HA		England		Index
	Count	%	Count	%	
Museums	562,811	24%	12,385,270	27%	90
Archaeological sites	137,786	6%	2,891,794	6%	94
Stately homes/castles	440,090	19%	9,009,793	19%	96
<i>Adults 15+ estimate 2019</i>	<i>2,361,141</i>		<i>46,606,578</i>		

Cinema visits



Cinema visits	90 minutes drive time from PE30 1HA		England		Index
	Count	%	Count	%	
Ever go to the cinema	1,739,963	74%	35,997,045	77%	95
Go every two or three months	342,137	14%	6,673,735	14%	101
Go once or more a month	290,365	12%	7,633,239	16%	75
Never go	621,178	26%	10,609,533	23%	116
Adults 15+ estimate 2019	2,361,141		46,606,578		

Note: The figures in this section of the report are based on the Target Group Index survey. This is a nationally representative sample which is then modelled to describe the likely characteristics of smaller populations. As such, it should be used as a broad indication of likely behaviour within your target area rather than providing 'actual' figures.

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Demographics

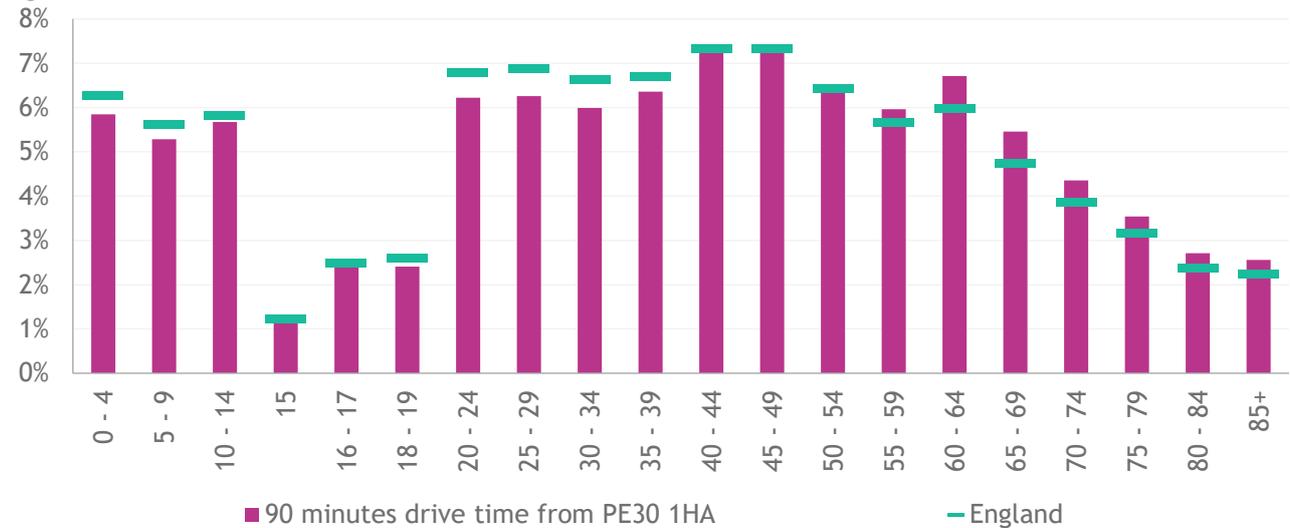
Unless otherwise specified, the following demographics describe all usual residents within the target population.

- Age profile: the dominant adult age group is 45 - 49.
- Ethnic origin: 5% are from a Black, Asian or mixed ethnic group, compared with 15% of the base population.
- Health: 82% are not limited in their day-to-day activities by ill health or disability.
- Family structure: 39% of all families in households have dependent children in their family.
- Social grade (based on households with a least one 16-64 year old): A/B/C1 households make up 51% of all households in the target area, compared with 54% of households in the base area. C2/D/E households make up 49% of households in the target area, compared with 46% of households in the base area.
- Employment: 91% of those who are economically active are in full/part time work or self-employed, compared with 89% of the base population. Of those who are economically inactive, 53% are retired, compared with 45% of the base population.
- Education: 25% of those aged 16+ have achieved Level 4 qualifications and above (e.g. Higher Education/Higher diploma), compared with 27% of the base population.
- Newspaper readership: the most read daily newspaper amongst the target population (adults 15+) is The Daily Mail.



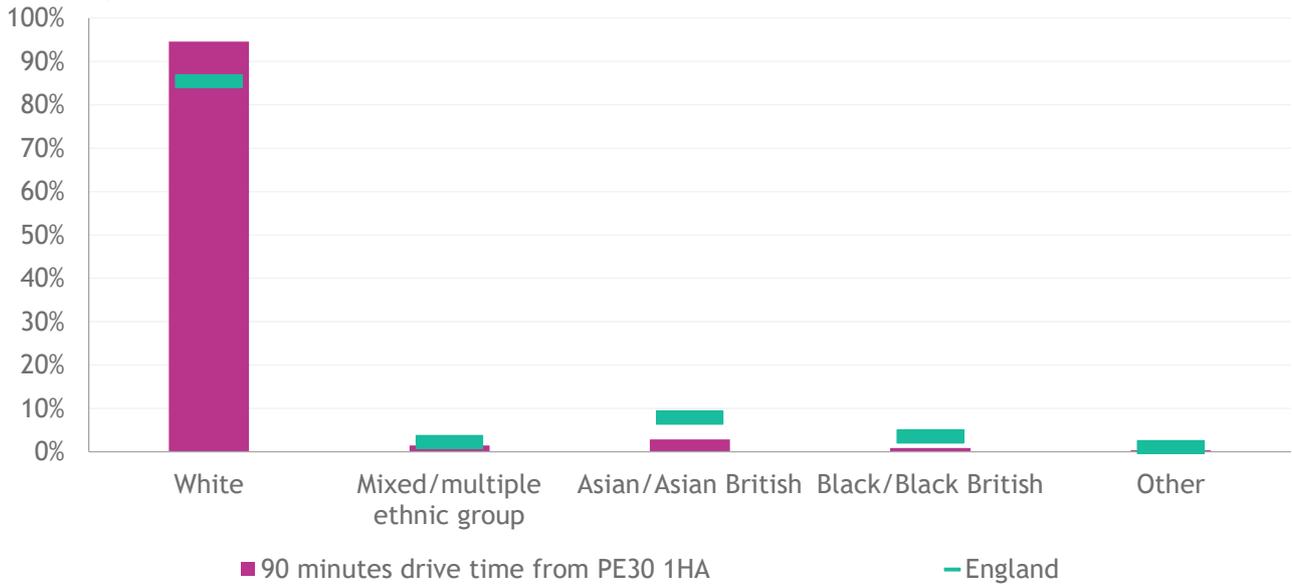
Population and Households

Age structure



Age group	90 minutes drive time from PE30 1HA		England		Index
	Count	%	Count	%	
0 - 4	153,512	6%	3,318,449	6%	93
5 - 9	138,682	5%	2,972,632	6%	94
10 - 14	148,963	6%	3,080,929	6%	98
15	32,473	1%	650,826	1%	101
16 - 17	64,138	2%	1,314,124	2%	99
18 - 19	63,130	2%	1,375,315	3%	93
20 - 24	163,203	6%	3,595,321	7%	92
25 - 29	164,196	6%	3,650,881	7%	91
30 - 34	157,311	6%	3,509,221	7%	91
35 - 39	166,856	6%	3,549,116	7%	95
40 - 44	189,669	7%	3,885,934	7%	99
45 - 49	191,633	7%	3,879,815	7%	100
50 - 54	168,988	6%	3,400,095	6%	100
55 - 59	156,400	6%	2,996,992	6%	105
60 - 64	176,195	7%	3,172,277	6%	112
65 - 69	143,179	5%	2,508,154	5%	115
70 - 74	114,272	4%	2,044,129	4%	113
75 - 79	92,967	4%	1,669,345	3%	113
80 - 84	71,175	3%	1,258,773	2%	114
85+	67,172	3%	1,180,128	2%	115
<i>All usual residents</i>	<i>2,624,114</i>		<i>53,012,456</i>		

Ethnicity

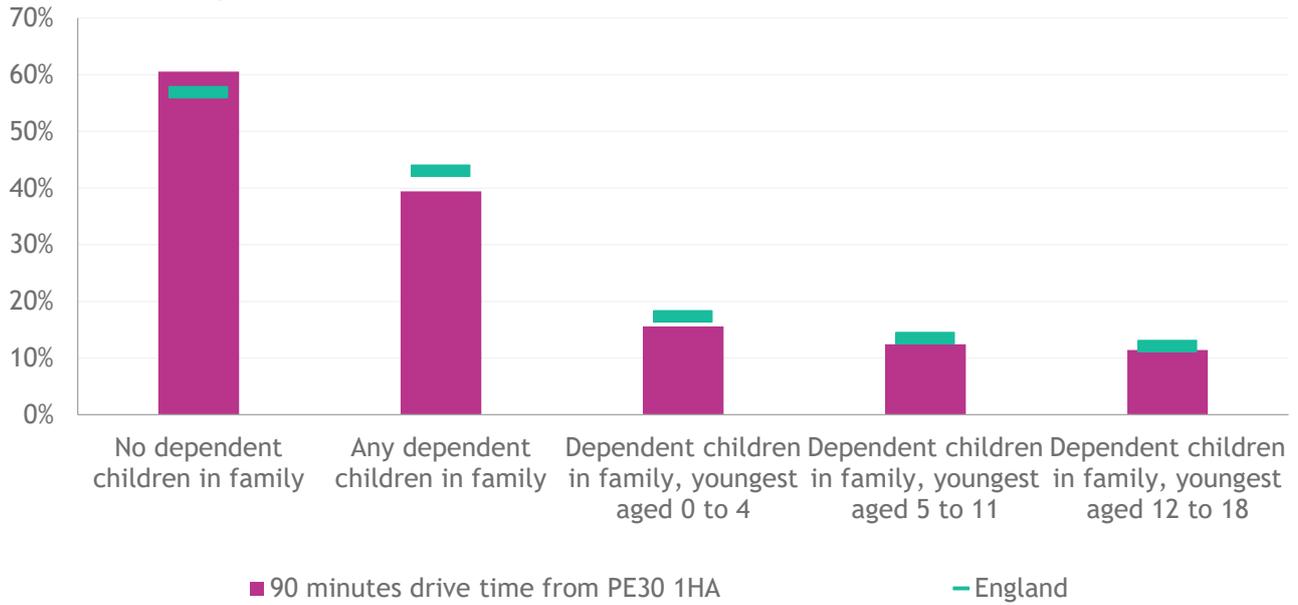


Ethnicity	90 minutes drive time from PE30 1HA		England		Index
	Count	%	Count	%	
White	2,481,203	95%	45,281,142	85%	111
Mixed/multiple ethnic group	37,761	1%	1,192,879	2%	64
Asian/Asian British	73,988	3%	4,143,403	8%	36
Black/Black British	21,661	1%	1,846,614	3%	24
Other	9,500	0%	548,418	1%	35
<i>All usual residents</i>	<i>2,624,114</i>		<i>53,012,456</i>		

Health

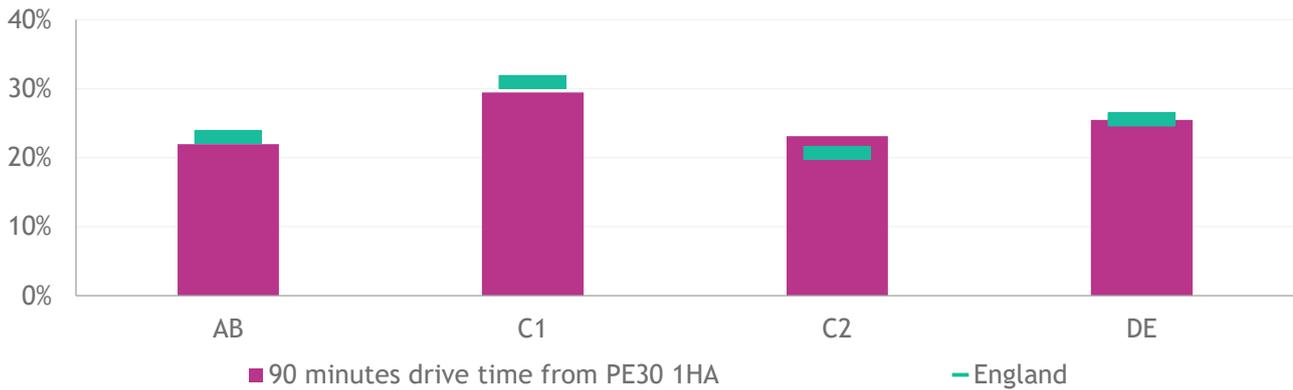
Long-term health problem or disability	90 minutes drive time from PE30 1HA		England		Index
	Count	%	Count	%	
Day-to-day activities limited a lot	207,328	8%	4,405,394	8%	95
Day-to-day activities limited a little	259,383	10%	4,947,192	9%	106
Day-to-day activities not limited	2,157,404	82%	43,659,870	82%	100
<i>All usual residents</i>	<i>2,624,114</i>		<i>53,012,456</i>		

Families with dependent children



Household family status	90 minutes drive time from PE30 1HA		England		Index
	Count	%	Count	%	
No dependent children in family	467,671	61%	8,476,581	57%	106
Any dependent children in family	304,310	39%	6,408,564	43%	92
Dependent children in family, youngest aged 0 to 4	120,112	16%	2,587,660	17%	90
Dependent children in family, youngest aged 5 to 11	96,028	12%	2,015,175	14%	92
Dependent children in family, youngest aged 12 to 18	88,170	11%	1,805,729	12%	94
<i>All families in households</i>	<i>771,982</i>		<i>14,885,145</i>		

Approximated social grade



Approximated social grade	90 minutes drive time from PE30 1HA		England		Index
	Count	%	Count	%	
AB	171,947	22%	3,751,684	23%	96
C1	230,908	29%	5,051,687	31%	95
C2	181,244	23%	3,372,058	21%	112
DE	199,708	25%	4,164,424	25%	100
<i>All Household Reference Persons aged 16 to 64</i>	<i>783,806</i>		<i>16,339,853</i>		

Employment and qualifications

Economic activity

Economically active	90 minutes drive time from PE30 1HA		England		Index
	Count	%	Count	%	
Employed or self-employed: all	1,234,291	91%	24,143,464	89%	102
Employee: Part-time	275,465	20%	5,333,268	20%	103
Employee: Full-time	770,470	57%	15,016,564	55%	103
Self-employed with employees: Part-time	6,907	1%	148,074	1%	93
Self-employed with employees: Full-time	36,007	3%	715,271	3%	101
Self-employed without employees: Part-time	49,408	4%	990,573	4%	100
Self-employed without employees: Full-time	96,034	7%	1,939,714	7%	99
Unemployed	68,384	5%	1,702,847	6%	80
Full-time student	54,259	4%	1,336,823	5%	81
<i>Economically active: Total</i>	<i>1,356,933</i>		<i>27,183,134</i>		

Occupation

Occupation type	90 minutes drive time from PE30 1HA		England		Index
	Count	%	Count	%	
Managers, directors and senior officials	138,295	11%	2,734,900	11%	100
Professional occupations	203,678	16%	4,400,375	17%	91
Associate professional and technical occupations	150,071	12%	3,219,067	13%	92
Administrative and secretarial occupations	134,175	11%	2,883,230	11%	92
Skilled trades occupations	160,521	13%	2,858,680	11%	111
Caring, leisure and other service occupations	122,632	10%	2,348,650	9%	103
Sales and customer service occupations	100,973	8%	2,117,477	8%	94
Process, plant and machine operatives	112,850	9%	1,808,024	7%	123
Elementary occupations	154,574	12%	2,792,318	11%	109
<i>All usual residents aged 16 to 74 in employment</i>	1,277,768		25,162,721		

Economically inactive

Economically inactive	90 minutes drive time from PE30 1HA		England		Index
	Count	%	Count	%	
Retired	296,028	53%	5,320,691	45%	116
Student (including full-time students)	89,856	16%	2,255,831	19%	83
Looking after home or family	77,250	14%	1,695,134	14%	95
Long-term sick or disabled	64,277	11%	1,574,134	13%	85
Other	34,826	6%	852,450	7%	85
<i>Economically inactive: Total</i>	562,237		11,698,240		

Highest qualification level

Highest qualification achieved	90 minutes drive time from PE30 1HA		England		Index
	Count	%	Count	%	
No qualifications	506,380	24%	9,656,810	22%	105
Level 1 (e.g. GCSEs graded D-G, Foundation diploma)	298,551	14%	5,714,441	13%	104
Level 2 (e.g. GCSEs graded A*-C, Higher diploma)	343,434	16%	6,544,614	15%	105
Apprenticeship	83,772	4%	1,532,934	4%	109
Level 3 (e.g. AS and A Levels, Advanced and Progression diploma)	258,280	12%	5,309,631	12%	97
Level 4 and above (e.g. Higher Education and Higher diplomas)	534,481	25%	11,769,361	27%	91
Other qualifications	125,586	6%	2,461,829	6%	102
<i>All usual residents aged 16 and over</i>	2,150,484		42,989,620		

Please note: Apprenticeship data is not counted as a separate variable for areas within Scotland

For more information about the classifications given above, please see the Ofqual website: <http://ofqual.gov.uk/qualifications-and-assessments/qualification-frameworks/levels-of-qualifications/>

TGI Media

National newspapers looked at yesterday (dailies)

Daily newspapers read	90 minutes drive time from PE30 1HA		England		Index
	Count	%	Count	%	
Daily Express	30,429	1%	473,742	1%	127
Daily Mail	113,462	5%	2,073,941	4%	108
Daily Mirror	37,932	2%	848,965	2%	88
Daily Record	2,344	0%	75,936	0%	61
Daily Star	11,237	0%	431,701	1%	51
Daily Telegraph	50,669	2%	718,920	2%	139
Financial Times	20,772	1%	194,947	0%	210
The Guardian	20,902	1%	334,878	1%	123
i (newspaper)	15,120	1%	535,030	1%	56
The Sun	88,164	4%	2,159,311	5%	81
The Times	41,910	2%	773,720	2%	107
<i>Adults 15+ estimate 2019</i>	2,361,141		46,606,578		

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King's Lynn Guildhall and Creative Hub Financial Business Plan Assumptions and Narrative

DRAFT

February 2022





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1. Overview/Approach

FEI has been commissioned by the Borough Council of King's Lynn and West Norfolk (BCKLWN) to produce a financial business plan (as part of an application for funding from the National Lottery Heritage Fund) for the first three years of operation (covering the year of opening and two full operational years) of the King's Lynn Guildhall and Creative Hub (KLGCH), based on the latest available specifications. FEI have had access to a wide range of information supplied by BCKLWN, which has been combined with FEI's knowledge of comparable venues and cultural organisations and supplemented where necessary by additional research in order to build an integrated financial business plan.

Bottom-up financial schedules for all areas of activity, plus permanent staff and overheads are based on a standard year of operation, considered to be 2027/28. It is assumed KLGCH will re-open in April 2026 but that this first financial year (2026/7) will be at a lower level of activity – in terms of theatre performances, public events and occupation of the Creative Hub - than the following years. Financials for 2026/27 broadly represent a 25% lower level of activity compared to 2027/28 as the new organisation builds its performance schedule and associated activities. There are appropriate adjustments to overheads and permanent staffing to reflect the reduced level of activity in this opening year. In terms of the 'Shakespeare Experience' guided tours, however, experience of other visitor attractions is that the first year of opening sees higher attendances, and the financial business plan for KLGCH reflects this (with 2027/28 and 2028/29 assuming 90% and 80% respectively of the first year's attendances).

Costs relating to setup and planning in 2025/26 are included in the spreadsheet model on a memorandum basis but are assumed to be funded by the BCKLWN capital budget and not by the KLGCH CIO.

2. High Level assumptions

- The financial business plan is expressed in 2022 values; no inflation factor has been applied.
- KLGCH is expected to open in April 2026. The permanent staff team will be built up over the preceding 12 months with a CEO/Creative Director in post from April 2025.
- Setup revenue costs (staff and overheads) incurred prior to April 2026 are provided by the BCKLWN capital budget in turn funded by the Towns Fund and National Lottery Heritage Fund grants.
- KLGCH is a multi-purpose site incorporating a 300-seat theatre, a second 90 capacity performance space, a courtyard area for outdoor performances, a substantial Creative Hub (embracing artist/maker studios, offices and retail units), multiple catering outlets, an art gallery and several spaces supporting a guided tour of the heritage site ('Shakespeare Experience'), including a gift shop.



- The organisation managing and operating KLGCH is a Charitable Incorporated Organisation with a board of non-remunerated trustees. The CIO has a subsidiary trading company. This structure enables the group to locate its non-primary charitable purpose commercial activities in the trading company, which is then permitted to donate its profits to the charitable parent company under Gift Aid rules. When properly administered, this structure mitigates any corporation tax charge on non-charitable trading profits. Profits on charitable activities are already exempt from Corporation Tax.
- Works will be sufficiently complete during the pre-opening 2025/26 year to allow accommodation of the CIO and then key members of the team in the 4 months prior to re-opening. All permanent staff members will be in place at least one month before re-opening.
- The CIO will lease the site from BCKLWN for a peppercorn. The redeveloped property asset (and all accounting for capital works) sits with BCKLWN.
- The organisation is registered for VAT and charges VAT on ticket sales and other supplies. The potential implications of meeting the criteria for VAT cultural exemption are considered under section 4.2.3 below.
- At full capacity KLGCH employs a permanent staff of 14 FTEs plus an estimated 8 FTEs for the catering operations and casual staff for additional stage technical duties (equivalent to 0.4 FTE) as well as delivery of the education programme (equivalent to 1.1 FTEs). Front of House (FOH) stewards, tour guides, retail assistant, and some education support roles are covered by volunteers.
- KLGCH runs its own box office, and charges a per ticket booking fee.
- KLGCH hosts a programme of education activities, initially focused on schools' visits, evening courses and a summer school plus a free to access outreach programme subject to securing funding. It seeks to expand the outreach programme over time.
- Led by a Marketing, Communications and Development Manager (with the support of a Sponsorship and Development Assistant), KLGCH actively solicits funding from individuals, corporate entities, public sector bodies, trusts and foundations, and operates a membership scheme.
- KLGCH presents a mix of performance events, hosting plays, dance performances, pop/rock/jazz/world music ensembles, film, and comedy/spoken word events. It is also a distinguished venue for conferences and corporate events as well as weddings and other private events.



- KLGCH is open 7 days a week, 52 weeks a year apart from Christmas Day. There is a schedule of 330 public performances in a full year (based on 2027/28), a further 15 public events and an array of private/commercial hire events.
- Covid-19: at the time of writing it cannot be known whether the Covid-19 pandemic and its aftermath will have a medium to long term effect on audience behaviour and the way in which performance venues are permitted to operate. Accordingly, it is important to understand that the financial business plan has been prepared on the basis of pre-Covid audience patterns and modes of operation. This factor will require ongoing scrutiny and oversight within the wider strategic risk management framework.

3. Detailed assumptions

3.1 Public Performances

Financial contribution is derived from public performances in three spaces – the main Guildhall auditorium, the Gunpowder Store, and outdoor courtyard performances in the summer months. Financial contribution from events in these spaces arises from three broad event/deal types:

Performance Hires

The Guildhall is hired for a flat fee to a promoter/producer/performing arts organisation. The hire fee includes provision of a duty manager, volunteer FOH staff and one technician for each performance, and a basic marketing and ticket sales service (including absorbing credit card charges). Additional marketing services and further staff if required would be charged to the hirer in addition.

KLGCH handles box office sales for the full inventory on which it charges customers a per-ticket booking fee of £2 incl VAT.

Own promotions/box office share

Box office income is shared with the third party promoter/performing arts organisation. The third party takes the larger share of box office (typically 70%) as well as all artist and production costs. Credit card charges are recharged to the third party partner at the same proportion as the box office share. Technical casual costs are recharged to the third party in full.

100% Own promotions

For the Children's Christmas Show in the Guildhall, as well as outdoor performances, KLGCH takes full responsibility for artist and production costs and promotion.

Performance/Event Calendar

The 2027/28 calendar assumes 200 public performances in the Guildhall auditorium in a year, across a range of performing art forms (plays, dance, music, comedy/spoken word/talks, film). The



Guildhall also hosts five Craft Fair/market events as well as 13 commercial private hires. After allowing for two annual maintenance weeks, utilisation is at 64% leaving 132 days of spare auditorium capacity, representing potential additional upside in the model.

The Gunpowder Store sees 100 performances split between music and comedy, and there are 30 outdoor courtyard performances.

Detailed income and cost assumptions:

Seating capacity: the Guildhall auditorium has seating capacity of 300 and standing (for some music performances) of 400. The Gunpowder Store has capacity of 90 and the outdoor performance space 200.

Occupancy: a capacity assumption of 60% has been used throughout, with the exception of the Children's Christmas Show which would reasonably be expected to perform more strongly. 60% is higher than the UK Theatre average for 200-500 presenting theatres (51%) but is lower than the 68% achieved at King's Lynn Corn Exchange and is considered realistic.

Hire Fee: the fee of £700 for the Guildhall auditorium is for an 8 hour call and includes provision of a Technician and FOH staff. The fee level is higher than the current charges and takes into account the anticipated high standard of refurbishment and technical infrastructure. A lower fee of £350 is charged for film hires on the basis of the shorter time requirement.

Ticket Pricing: Guildhall auditorium pricing is based on the UK Theatre 2018 average ticket price for the equivalent scale and nature of venue (£14.31 inc VAT). This compares with £12.95 achieved in the 2019/20 (mostly amateur) Guildhall programme and £18 achieved at King's Lynn Corn Exchange and is considered realistic. Gunpowder Store and Outdoor performances are set at lower price points to differentiate from the Guildhall auditorium shows.

BO income split: for co-promotions it is assumed that box office income is split 30%/70% (KLGCH/third party).

Booking fees: a per ticket fee (£2.00 incl VAT) is applied to all performances and reflects a typical charge in the not-for-profit performing arts sector. The King's Lynn Corn Exchange charges a hidden booking fee or 'theatre levy' of £2 per ticket 'inside' the ticket price.

Credit card charges: card sales incur a processing cost depending on the card type and provider. An overall average charge of 2% of box office income is assumed, and a proportion of this is passed on to the third party partner for BO split deals.

Front of House costs: each performance is overseen by a FOH duty manager, the costs of which are covered in core staff costs. Up to three additional stewards are deployed per performance and it is assumed these would be drawn from a pool of volunteers.

Technical costs: £100 per performance is assumed for casual technician (8-hour call) on all Guildhall performances except film hires. This is in addition to a staff technician (covered by core staff cost budget). The casuals cost is passed on to the third party partner for BO share deals.



Artist/production costs: Artist and production costs only arise (for Guildhall shows) for the Children's Christmas Show. The scale, nature and casting of the show would be budgeted to deliver a similar contribution per performance as other deal types, though anticipates a higher occupancy given the time of year and type of show. The assumed Artist and production costs conform to this budget structure. Outdoor performances are likewise assumed to deliver a positive contribution, with artist and production costs budgeted accordingly.

PRS fees: charged on own promotions at the prevailing rate 4% (music concerts).

Programme sales: it is assumed that a simple printed programme would be produced for Guildhall shows with a 50% cost margin. This could be a vehicle for advertising income (for which there is a modest income budget in Fundraising/Sponsorship). Any upside here can be considered contingency against cost of production and/or lower than assumed sales levels.

3.2 Catering/Bars, Café and Restaurant Contribution

KLGCH operates in-house catering for the Shakespeare Barn, Gunpowder Store (previously Crofters) and private events. A standalone restaurant (the Riverside Restaurant) is operated by a third party, with contribution to KLGCH via a lease and/or commission % based on revenue.

The Shakespeare Barn runs as a café/restaurant/bar all day and evening and covers Guildhall evening show pre and post drinks and pre-show dining. The Gunpowder Store includes a bar which services pre and interval drinks for Guildhall and its own events. Private/commercial events are supported by KLGCH in-house catering services. The Shakespeare Barn is also open in the evenings for those not attending performances.

The financial model is based on revenue estimates, with associated costs derived from a cost model commonly used in the sector for business planning purposes (direct costs 30% of revenue; staff costs 40% of revenue; other costs 10% of revenue; leaving net margin of 20%). The profitability of running catering in-house is generally higher than outsourcing though this has to be weighed against the additional management complexity, operational responsibilities and ultimately risk.

Shakespeare Barn and Gunpowder Store serve as pre-performance and interval drinks bars for performances in the Guildhall, and the Gunpowder Store supports its own events. Audiences for outdoor performances would expect to access one or other of the bars.

Performance related drinks, including ice cream/confectionery: income is based on an audience members spend-per-head (SPH) incl VAT of between £3 and £3.50, which is considered conservative. These sales are spread across Shakespeare Barn and Gunpowder Store and are driven by audience number assumptions for the two venues plus outdoor performances.

Shakespeare Barn: the café/restaurant offers a varied menu covering daytime and evening, including pre-performance dining. It has the potential to service a high number of covers (125 indoors; 106 outdoors) though the financial model is careful not to overstate demand. A large number of covers provides useful upside flexibility but it cannot be assumed that these capacities will be consistently fully utilised. Average uptake/occupancy of 30-40% has been modelled, with outdoor seating in operation for 12 weeks of the year. The model assumes total customer numbers per annum of over 68k. NB the model does not directly link attendance assumptions to Shakespeare



Experience guided tour attendances, although over- or under-performance on tours would reasonably be expected to have some impact on café/restaurant uptake.

Event Catering: KLGCH provides catering support to its corporate and private events, as well as a small number of ticketed banquet events in the Guildhall auditorium (SPH of £35-50).

Riverside Restaurant: the restaurant has 60 covers inside with potential for up to 70 outside in summer months. Average uptake/occupancy up to 50%. Revenue-based commission of 12.5% is considered medium-case for modelling purposes based on sector comparators. An actual deal could be based on guaranteed rent plus sales commission, but would be expected to yield approximately the same contribution.

3.3 Public Events

The model assumes 5 Craft Fair/Market event days in the Guildhall auditorium, generating entrance ticket income (£5 per ticket) and stall/pitch hire fees. A further 10 events are assumed over the rest of the site. These events are promoted by the KLGCH. Also included in this section is income from food truck/stalls servicing outdoor performances (2 stalls, £150 per pitch).

3.4 Creative Hub (CH)

The CH is central to the concept of KLGCH and also drives a significant financial contribution, based on the rental of studio and office units to artists and creative enterprises complementary to the charitable objectives. The CH spaces incorporate the White Barn, the White Barn Annex, 29C King Street, the Old Warehouse and The Players' workshop.

The model for 2027/28 onwards is based on the overall lettable sq ft floor area of these spaces (8,428) and allocates this space across the categories of Artist Studios and Offices (65%/35%). Circulation space is already taken into account in these figures. An average unit size of 300 sq ft rented at £300 per month plus VAT is assumed. This equates to £12 per square foot which is considered prudent in the context of local comparators. Potential void periods are reflected in an occupancy assumption of 85%.

The Hospitality/Events Sales Manager is responsible for marketing, recruiting and administering CH tenants.

3.5 Shakespeare Experience

Income from the Shakespeare Experience guided tours is based on a maximum of 250 visitors per day (10 tours of 25). In the first year (2026/7) visitor numbers (40,000) are expected to be higher than in subsequent years as the visitor attraction will be new. The subsequent two years are expected to reduce to a level of 90% and then 80% of that level. Capacity is 44% for the first year, reducing to 40% and 35%.

Admission charges (£10) are benchmarked against equivalent local attractions, with appropriate reductions for National Trust members, children and residents.

It is assumed that tour guides are trained volunteers.



3.6 Commercial Space Hires

KLGCH has various spaces available for commercial/private hire, ranging from the main theatre and associated spaces (for weddings or other private celebrations) modelled at £1,500 per day plus VAT (plus catering) to individual small spaces from £20 plus VAT per hour. A modest number of corporate events (three) across the whole site are modelled, though conferences are not expected to constitute a large proportion of business. This capability could be applied to KLGCH's own conference activities associated with Shakespeare/Robert Armin heritage connections.

3.7 Fundraising and Sponsorship

Fundraising and sponsorship is managed by a Marketing/Communications and Development Manager supported by a Sponsorship and Development Assistant. The latter role has a full cost of £22k per annum, so contribution needs to be seen in this context. There is enormous potential to engage key individual donors in support of KLGCH, but it is difficult to plan and budget for regular/consistent income, and relationships will take time to build.

A membership scheme provides a useful means of identifying and communicating with supporters and provides a pipeline for potential future donors and legators. Financial contribution can be modest however and 50% of membership income should be assumed to cover costs of benefits and servicing.

Trusts and Foundations typically award one-off sums for specific projects but can be fruitful partners for education and outreach work, especially once some profile and capability in this area has been established. It has been assumed that general Trusts and Foundation income of £20k could be generated as well as an equivalent sum directly funding education activities.

There are clear opportunities for sponsor engagement – especially in the context of the opening of the redeveloped site and its profile in the immediately subsequent periods. Advertising opportunities exist through programmes and the website.

3.8 Exhibitions

By the third year of the FBP three exhibitions per year in the Fermoy Gallery are assumed, each at a cost of £7.5k. this is based on Lynn Museum/Norwich Castle Museum comparators (c. £5k) plus allowance for transport and additional technical/curation costs. The first two years see one and two exhibitions respectively. It is anticipated that the space will also be used for showcasing local artists when a visiting exhibition is not in place. This is assumed at nil cost on the basis that sundry costs would be matched by sales commission.

3.9 Retail

KLGCH has a gift shop staffed by volunteers. Revenue is based on a SPH of £1.50 net of VAT applied to Shakespeare Experience visitor numbers as well as a general visitors estimate of 5k/10k/15k for the three years of the FBP. The SPH is the same as for Oxburgh Hall. A direct cost of sale of 30% is based on a stately home visitor attraction whose shop sells a mix of books, gifts, children's products and food/produce.

A donate a book scheme is based on a similar and very successful NT scheme at Oxburgh Hall.



Retail units exist within the Creative Hub, but contribution is retained by the CH tenants.

3.10 Education/Learning programme

The financial business plan shows a simplified Education programme comprising schools' visits, evening courses and summer school.

Schools' visits anticipate attendances of 5,000 per annum, equating to 25 per day assuming 40 school weeks (Gressenhall Museum attracted 10.5k in 2019/20).

The Education Officer would be likely to require support for schools' visits at this volume which it is assumed would be delivered by volunteers (3 hours per day 5 days per week 40 weeks per year).

Evening courses are assumed at a level of 100 students attending one course per week, with group/class sizes of 15 this equates with 6.67 classes per week. Charged at £10 per class. Assumed freelance staff support at 1.5 staff per 3-hour class/session.

Summer School assumes 75 participants for three weeks in three groups of 25. Fees of £300 per person; staffed by freelancers at 1.5 per group.

A separate budget of £20,000 is included for general outreach activities, matched by Trusts and Foundations income.

In terms of overall budget and income/cost profile it is rare for an Education/Learning function within an arts charity generate a significant positive contribution. Activities are often supported by restricted income fundraising, and funders typically wish to support incremental projects which would not take place without their funding.

As modelled, the KLGCH Education function generates a positive contribution before accounting for the Education Officer role (£34k cost). Trusts and Foundation income under Fundraising and Sponsorship is provisionally set at £20k, so overall is a small positive contribution (£2k).

3.11 Permanent Staff

The permanent staff (based on 2027/28 onwards) comprises 14 FTEs plus catering staff (estimated 8 FTEs). The structure is headed by a Chief Executive/Creative Director with a senior management team comprising:

- Finance Manager
- Marketing/Comms/Development Manager
- Hospitality/Event Sales Manager
- Technical and Facilities Manager
- FOH and Box Office Manager
- Education Officer

KLGCH outsources IT, HR support and cleaning; provision for these areas is included in overheads.

The FOH permanent team of 2 FTEs (based on 50% of FOH/Box Office Manager and Deputy Manager being available 50% of time for DM duties) would act as Duty Managers. These are supplemented by Senior Management Team staff (CEO, Finance Manager, Marketing Manager, Hospitality/Events Manager) also undertaking FOH Duty Manager duties on a rotating basis in addition to their



functional job descriptions (NB this effectively means up to 25% of their contracted hours are applied to FOH duties).

Together this provides adequate coverage for the site being open 364 days per year (assume 0900 to 1800 or 2300 on a performance day), with 330 evening performances (Guildhall, Gunpowder Store and Outdoor performances combined) plus 15 public events, 5 banquets and 13 private hires – 363 in total. Certain events would run simultaneously though each would be assigned its own Duty Manager.

Technical support for each of the 330 staged performances would be shared between the Technical and Facilities Manager and Technician (permanent staff) each supported by one casual staff member per show (for Guildhall Auditorium).

3.12 Overheads

Costs are modelled where possible on comparable organisations of similar scale and nature. The total floor area of the site (buildings) is 28,417 sq ft/ 2,640m². Improvements to environmental sustainability, such as the introduction of solar panels, may help to reduce utility costs.

3.12.1 Finance and General Admin

Insurance (£12k) represents public liability, employer's liability, directors and officers and other ad hoc insurance requirements. Property/buildings insurance is assumed to be the responsibility of the landlord (BCKLWN).

Audit/Accountancy (£12k) covers two legal entities – the CIO and a subsidiary trading company

IT support/licences (£20k) represents all IT licenses, and maintenance and support contracts for office systems as well as Box Office and event bookings system.

3.12.2 Marketing and Communications

As a new heritage visitor attraction, performance venue and catering outlet KLGHCH will require significant marketing resources. The general marketing budget (£50k) for the performance programme supports ticket sales of c. £607k. A separately analysed general marketing budget (£20k) supports a substantial Shakespeare Experience income level as well as other public events and commercial hires (c.£345k). Website, social media and corporate marketing adds another c£25k.

3.12.3 Premises

Utilities costs (£60k) are based on an estimated annual cost of c.£2.10 per sq ft. The capital redevelopment brief includes a strong emphasis on carbon efficiency, and forecast utility costs should be revisited once specifications are more fully developed.

Business rates (£0k) – the model assumes that BCKLWN will award full 100% discretionary rates relief to the CIO.



3.12.4 Facilities Management

Repairs and Maintenance costs (£40k) based on an indicative cost of £15 per m2, and to include provision of on-call handyman.

Cleaning costs (£50k) outsourced to contractors; covers 2 staff 2.5 hours per Guildhall auditorium event/1 x 2.5 hours per Gunpowder Store event. 3x 2.5 hour daily for Shakespeare Barn, Creative Hub and Gallery/Red Barn. Additional to this is a contractor markup and allowance for cleaning materials.

3.13 Contingency

A contingency cost has been added equal to 3% of income in recognition of the variability of certain of the income streams. In the context of the sensitivity of some assumptions (for example Shakespeare Experience income) this is considered appropriate.

3.14 Attendance numbers

Consolidated attendance numbers are shown in the table below. It is important to note that these represent an aggregation of estimates for each individual category. The model does not take account of potential double-counting were for example one individual might take a guided tour, eat in the café and attend a performance as part of the same visit. The only exception is for pre-show dining attendances in the Shakespeare Barn, which are deducted in order to eliminate what would otherwise be a clear double count with audience numbers*.

		2026/27	2027/28	2028/29
Public Performances				
	Guildhall Auditorium	28,325	37,767	37,767
	Gunpowder Store	4,050	5,400	5,400
	Outdoor theatre	2,790	3,720	3,720
Public Events		7,500	10,000	10,000
Education	- school visits	3,750	5,000	5,000
	- evening courses	1,300	1,733	1,733
Shakespeare Experience		40,000	36,000	32,000
Bars and Restaurants				
	Riverside	13,545	18,060	18,060
	Shakespeare Barn	47,628	63,504	63,504
Total attendances		148,888	181,184	177,184



4. Financial Business Plan Overview and Assessment

4.1 Summary Financial Outturn

The table below shows an Income and Expenditure Account for the first year of standard operation (2027/28).

Income and Expenditure Account		
Financial Years (Apr to March)		2027/8
		£
Income		
Public Performances		419,582
Public Events		54,167
Shakespeare Experience		238,500
Fermoy Gallery/exhibition spaces		
Creative Hub		85,968
Education		82,917
Catering		513,392
Retail		84,000
Private/commercial Hires		37,500
Fundraising/Sponsorship		120,328
Total Income		1,636,353
Cost of sales		
Public Performances		225,647
Public Events		2,400
Shakespeare Experience		2,500
Fermoy Gallery/exhibition spaces		15,000
Creative Hub		-
Education		67,016
Catering		369,577
Retail		23,000
Private/commercial Hires		-
Fundraising/Sponsorship		17,500
Total Cost of Sales		722,640
Contribution		
Public Performances		193,935
Public Events		51,767
Shakespeare Experience		236,000
Fermoy Gallery/exhibition spaces		- 15,000
Creative Hub		85,968
Education		15,901
Catering		143,815
Retail		61,000
Private/commercial Hires		37,500
Fundraising/Sponsorship		102,828
Total Contribution		913,714
Staff costs (permanent)		474,967
Overheads		344,100
Contingency (3% Income)		49,091
Net Surplus/Deficit		45,556



4.2 Financial Business Plan considerations

4.2.1 Volunteers

Volunteers are expected to play an important role in the operation of KLGCH, and by extension it is important to have an understanding of the extent and scale of this. The table below shows the anticipated volunteer deployment:

		Event no.s	No. Of staff	Hours	Total hours
<u>FOH</u>					
Guildhall Auditorium					
- Public performances		200	2	6	2,400
- Public Events	Fairs	5	1	8	40
	Banquets	5	1	4	20
Gunpowder Store					
		100	1	6	600
Other public events					
		10	2	8	160
Private Hires					
		13	2	8	208
<u>Shakespeare Experience Guides</u>					
		364	3	3	3,276
<u>Gift Shop</u>					
		364	1	8	2,912
<u>Education - schools' visits support</u>					
		200	2	3	1,200
Total Volunteer Hours					10,816
FTE annual hours					1,920
FTE Volunteers					5.6
If volunteer expected to work equivalent of 1 day per week, total individuals required:					28.2

Scheduling and management of volunteers forms part of the role of Deputy FOH Manager. Given the number of individual volunteers required it is likely that an ongoing rolling recruitment and training requirement will exist.

4.2.2 Sinking Fund/capital provision

The model assumes that KLGCH is fully enabled with requisite plant, machinery and other infrastructure and equipment prior to opening in April 2026, and that this will have been funded through the capital fundraising programme. These capital assets will sit on the balance sheet of BCKLWN, and depreciation thereon will not affect KLGCH.

Over time – and initially after 3 years for IT and office equipment - assets from the original capital development will be required to be replaced, and this will necessitate some sort of sinking fund or other capital replacement provision to be budgeted. This is unlikely to be material in the first three to five years of operation but is an important strategic consideration which should be built into medium to long term plans. In other words, the CIO will need to plan for surpluses/new funding



sources in the medium to long term in order to fund replacement of assets delivered at the outset through the capital programme.

As this business plan covers the first three years of operation there is no such provision modelled in the financial business plan.

4.2.3 VAT

An important assumption underlying the Financial Business Plan is that KLGCH makes only taxable supplies and therefore recovers all input VAT on its costs.

It is possible that some of the proposed activities in the business plan conform to the HMRC definition of exempt cultural supplies, and if this were to be confirmed, there would likely be a positive effect on the bottom line. VAT cultural exemption (CE) is considered to exist where cultural supplies are being made by an organisation managed and administered on a voluntary basis. It is often the case that HMRC consider the definition of 'managed and administered on a voluntary basis' to apply where a charity has an unremunerated board of trustees, though they will also look for evidence that the board directly manages the organisation (for example rather than 'rubber stamping' executive decisions or undertaking a more advisory role).

On the basis that the CIO has an unremunerated board which manages the organisation, and that it makes cultural supplies (in the form of staged performances and Shakespeare Experience tours of the heritage site) cultural exemption would appear to apply. The effect of CE is to make the cultural supplies exempt from VAT, meaning that the organisation can retain the full face value of tickets sold without paying over 20/120 to HMRC. The flipside is that it cannot reclaim VAT on direct costs associated with that income. All non-cultural (or merely ancillary) supplies - catering, rental income, space hires, retail etc – (i.e. everything else) are untouched by this. A further consequence is that VAT on indirect costs – i.e. general overheads – can only be reclaimed in the proportion of VAT-able supplies (the non-cultural elements) to total supplies (everything).

FEI are not in the position to provide VAT, or any other taxation, advice and recommend that a specialist VAT adviser is consulted as the business plan is further developed, but provisional calculations suggest that there could be a financial advantage in being culturally exempt (potentially in the region of £40k based on the income mix and overhead levels modelled in the FBP). This will change as the mix of income changes – and overhead levels change year to year, but could provide useful additional contingency for the business. For prudence no upside has been included in the financial business plan. If it turns out that CE is disadvantageous a typical remedy is to pay a trustee/put an executive on the board so that the criterion of 'voluntary' is no longer met.

4.3 Multi-year view

KLGCH is assumed to open at the start of April 2026. The first year of operation (2026/27) is expected to run at 75% of the level of performances, events and hires reached in the following year (2027/28) which is taken to represent a standard year of operation (and represents the baseline financial business plan).

Similarly the Creative Hub occupation is assumed to be at only 75% in 2026/27. Certain overheads are lower in 2026/27 than in the following year as a result of the lower level of activity in the areas noted above. 2028/29 sees certain activities and income streams growing further.



For the Shakespeare Experience guided tours however, the expectation is that the interest and demand related to a new attraction will see a stronger performance in terms of visitor numbers in the first year. The subsequent two years have been modelled to reflect a 10% and then 20% reduction from the opening year levels.

4.3.1 Staffing

The table below shows the assumptions regarding when permanent staff will take up their roles. This includes an assumption that tickets for the first season will be on sale from January 2026, and that box office systems setup will take place one month earlier to enable this. All staff (with the exception of a FOH Duty Manager – see below) will begin at least one month before opening in order to allow time for on-boarding and relevant training. The CEO/Creative Director will be in post for a full 12 months prior to opening.

NB this analysis of FY 2025/26 is for memorandum purposes only and does not form part of the FBP, as these staff costs are assumed to be funded by the BCKLWN capital budget.

	Apr 25	May 25	Jun 25	Jul 25	Aug 25	Sep 25	Oct 25	Nov 25	Dec 25	Jan 26	Feb 26	Mar 26
Chief Executive & Creative Director	[Red bar]											
Education Officer										[Red bar]	[Red bar]	[Red bar]
Finance Manager											[Red bar]	[Red bar]
Finance/general Assistant												[Red bar]
Marketing/Comms and Development Manager									[Red bar]	[Red bar]	[Red bar]	[Red bar]
Marketing Assistant												[Red bar]
Hospitality/Events Sales Manager									[Red bar]	[Red bar]	[Red bar]	[Red bar]
Sponsorship & Development Assistant												[Red bar]
FOH and Box Office Manager									[Red bar]	[Red bar]	[Red bar]	[Red bar]
Deputy FOH/volunteer co-ordination												[Red bar]
FOH Duty Manager												
Box Office Assistant/Reception												[Red bar]
Technical & Facilities Manager									[Red bar]	[Red bar]	[Red bar]	[Red bar]
Technician												[Red bar]

Financial year 2026/27 is the same in terms of permanent staffing as 2027/28 with the exception of the FOH Duty Manager role which is assumed to begin in April 2027. This reflects the lower performance numbers in 2026/27.

4.3.2 Income Streams and associated costs of sale

For 2026/27 all income streams and associated costs of sale are reduced to 75% of the 2027/28 level and for 2028/29 are the same as for 2027/28, with the following exceptions:

- Shakespeare Experience

Shakespeare Experience visitor numbers are modelled at 40,000 in 2026/27, reducing to 36,000 in 2027/28 and 32,000 in 2028/29.

- Retail



Gift Shop sales are linked directly to Shakespeare Experience visitor numbers, general visitor numbers (reducing across the period of the plan) and an average spend per head.

- Fundraising/Sponsorship

Certain elements of fundraising income have been marked down (from the 2027/28 baseline) in order to reflect the gradual start-up effect in the first year of opening. Trusts and Foundations income, membership and supporters' circle/key donors are all at lower levels than the following year. Sponsorship has been left the same to reflect the potential additional opportunities around re-opening and increased PR exposure.

4.3.3 Overheads

Overheads for 2026/27 are the same as for 2027/28 (the baseline) with the following exceptions:

- Corporate PR increased by to reflect additional events/re-opening/launch publicity
- General admin overheads considered to be semi-variable in response to performance and public event activity levels (stationery; photocopying; postage; bank charges; insurance; volunteer expenses)
- Utility costs reduced to 80%
- Repairs and maintenance (reduced to 50% to reflect both lower performance/events activity level and lower R&M requirement in first year after capital redevelopment)
- Cleaning, refuse collection and H&S supplies all reduced in line with activity level.



4.3.4 Three Year Financial Summary

Income and Expenditure Account					
Financial Years (Apr to March)					
		2026/7	2027/8	2028/9	
		£	£	£	
Income					
Public Performances		314,686	419,582	419,582	
Public Events		40,625	54,167	54,167	
Shakespeare Experience		265,000	238,500	212,000	
Fermoy Gallery/exhibition spaces					
Creative Hub		64,476	85,968	85,968	
Education		62,188	82,917	82,917	
Catering		385,044	513,392	513,392	
Retail		77,500	84,000	85,500	
Private/commercial Hires		28,125	37,500	37,500	
Fundraising/Sponsorship		65,628	120,328	121,711	
Total Income		1,303,272	1,636,353	1,612,735	
Cost of sales					
Public Performances		169,235	225,647	225,647	
Public Events		1,800	2,400	2,400	
Shakespeare Experience		2,500	2,500	2,500	
Fermoy Gallery/exhibition spaces		7,500	15,000	22,500	
Creative Hub		-	-	-	
Education		50,262	67,016	67,016	
Catering		277,183	369,577	369,577	
Retail		22,500	23,000	23,500	
Private/commercial Hires		-	-	-	
Fundraising/Sponsorship		13,750	17,500	17,500	
Total Cost of Sales		544,730	722,640	730,640	
Contribution					
Public Performances		145,451	193,935	193,935	
Public Events		38,825	51,767	51,767	
Shakespeare Experience		262,500	236,000	209,500	
Fermoy Gallery/exhibition spaces		- 7,500	- 15,000	- 22,500	
Creative Hub		64,476	85,968	85,968	
Education		11,926	15,901	15,901	
Catering		107,861	143,815	143,815	
Retail		55,000	61,000	62,000	
Private/commercial Hires		28,125	37,500	37,500	
Fundraising/Sponsorship		51,878	102,828	104,211	
Total Contribution		758,542	913,714	882,096	
Staff costs (permanent)					
		443,787	474,967	474,967	
Overheads					
		294,550	344,100	344,100	
Contingency (3% Income)					
		39,098	49,091	48,382	
Net Surplus/Deficit		- 18,893	45,556	14,647	



The first three years of operation comprise an opening year running at a lower capacity than subsequently, as the organisation gears up and establishes a sustainable operating basis.

The largest single line of contribution throughout is Shakespeare Experience income, and this deserves special scrutiny and should be foremost for the purposes of strategic planning, monitoring and risk management. The baseline is for 40,000 visitors in the first year, reducing to 36,000 in the second year and 32,000 in the third year. A sensitivity analysis of Shakespeare Experience income shown below models the effect of visitor volumes reducing (in all years) by 10, 15, 20 and 25% from the baseline for the three years, as well as increasing by 10%:

Sensitivity Analysis				
NB changes to Shakespeare Experience visitor numbers affect both SE and gift shop contribution				
		2026/27	2027/8	2028/29
Net Surplus/Deficit Income and Expenditure Account (Baseline)	-	18,893	45,556	14,647
Reduce visitor assumptions by 10%	-	48,532	18,881	- 9,065
Reduce visitor assumptions by 15%	-	63,352	5,543	- 20,920
Reduce visitor assumptions by 20%	-	78,171	- 7,795	- 32,776
Reduce visitor assumptions by 25%	-	92,991	- 21,132	- 44,632
Increase visitor assumptions by 10%		10,746	72,231	38,358

Other particularly key contribution drivers are public performances, catering and fundraising/ sponsorship.

4.4 Cash Flow

A summary cash flow analysis by financial year is shown below:



Financial Business Plan: Summary Cash Flow						
all figures expressed in GBP 2022 values						
				FY 26/27	FY 27/28	FY 28/29
Opening Balance cash				-	4,270	56,216
Revenue Inflows				1,303,272	1,636,353	1,612,735
Revenue Inflows VAT				247,529	303,205	300,233
COS Outflows				- 544,730	- 722,640	- 730,640
COS Outflows VAT				- 83,300	- 107,570	- 109,170
Staff Costs				- 443,787	- 474,967	- 474,967
Overheads Outflow				- 294,550	- 344,100	- 344,100
Overheads Outflow VAT				- 56,810	- 66,020	- 66,020
Contingency				- 39,098	- 49,091	- 48,382
Net VAT payment/rebate				- 84,256	- 123,224	- 124,665
Closing balance cash				4,270	56,216	71,241

The cash balance profile demonstrates only a minimal cash requirement arising during the first two financial years. This is a sensitive model however and it would be prudent for the CIO to have a back-up working capital facility available for at least the first two years of operation. It is unlikely that the CIO would be eligible for commercial borrowing without a fixed asset base against which to secure a loan. BCKLWN would be the obvious choice within the partners to provide such working capital to the CIO over a two year period.

The lowest forecast point in the cash cycle is in April 2026 (negative £4k).

Cash Flow assumptions are as follows:

- Public Performance income and direct costs: accruing evenly across 12 months with the exception of outdoor performances for which cash flows take place in June/July/Aug. Cash flows assumed to take place in the financial year in which they are projected.
- Public Events, Creative Hub, Catering (inside covers), Fundraising, Shakespeare Experience, Retail, Private Hires and Education (excl summer school) income and direct costs accrue evenly across 12 months and take place in the financial year in which they are projected.
- Catering (outdoor covers) income and costs take place in May/Jun/Jul/Aug
- Education summer school income and costs take place in August
- Staff costs accrue evenly across 12 months except during start-up phase in FY 2025/26 (per schedule in 4.3.1)
- Overheads accrue evenly across 12 months with the exception of insurance premiums which are paid in April of each financial year
- VAT: output VAT is assumed on all revenue streams with the exception of fundraising. In reality some retail items and programme sales are zero-rated, and sponsorship income is subject to VAT, but this is a reasonable approximation. Input VAT is assumed on all costs with the exception of staff, postage, bank charges and insurance.



- The net of VAT outputs and inputs for a quarter (Jan-Mar; Apr-Jun; Jul-Sep; Oct-Dec) is paid over (or reimbursed if inputs exceed outputs) two months after the quarter end.

The difference between aggregate Income and Expenditure Account deficits and surpluses for the three financial years in the business plan and the cash balance at 31/3/29 is the VAT creditor at that point.

In reality KLGCH will be able to benefit from credit periods of up to 30 days for most of its overhead and direct cost base. It may also be possible to require Creative Hub tenants to pay quarterly rent in advance. As a theatre selling performance tickets in advance it will also benefit from some cash buffer represented by advance sales. These factors have not been modelled, and all will assist the cash flow profile, but it is nonetheless important – in context of planning variables, assumptions sensitivity and general risk profile - that the capability exists to access short term cash borrowing, at least in the first two financial years of operation.

King's Lynn Guildhall and Creative Hub Financial Business Plan

Introduction

This spreadsheet workbook presents a Financial Business Plan for the King's Lynn Guildhall and Creative Hub (KLGCH) for the financial years 2026/27 to 2028/29. Staff and Overhead costs for the preceding (setup phase) financial year of 2025/26 are also included on a memorandum basis and are assumed to be funded by the capital budget and therefore do not form part of the CIO's finances.

The Income and Expenditure Account tab represents the lead schedule, with separate spreadsheet tabs providing support and analysis accordingly.

The workbook is structured so that it can be used subsequently as a modelling tool for testing the effects of different assumptions and variables and to that end input cells are shaded in blue. These can be changed to model alternative scenarios. All numbers in non-shaded cells are formula calculations.

King's Lynn Guildhall and Creative Hub Financial Business Plan**Income and Expenditure Account**

Financial Years (Apr to March)	2026/7	2027/8	2028/9
	£	£	£
Income			
Public Performances	314,686	419,582	419,582
Public Events	40,625	54,167	54,167
Shakespeare Experience	265,000	238,500	212,000
Fermoy Gallery/exhibition spaces			
Creative Hub	64,476	85,968	85,968
Education	62,188	82,917	82,917
Catering	385,044	513,392	513,392
Retail	77,500	84,000	85,500
Private/commercial Hires	28,125	37,500	37,500
Fundraising/Sponsorship	65,628	120,328	121,711
Total Income	1,303,272	1,636,353	1,612,735
Cost of sales			
Public Performances	169,235	225,647	225,647
Public Events	1,800	2,400	2,400
Shakespeare Experience	2,500	2,500	2,500
Fermoy Gallery/exhibition spaces	7,500	15,000	22,500
Creative Hub	-	-	-
Education	50,262	67,016	67,016
Catering	277,183	369,577	369,577
Retail	22,500	23,000	23,500
Private/commercial Hires	-	-	-
Fundraising/Sponsorship	13,750	17,500	17,500
Total Cost of Sales	544,730	722,640	730,640
Contribution			
Public Performances	145,451	193,935	193,935

Public Events	38,825	51,767	51,767
Shakespeare Experience	262,500	236,000	209,500
Fermoy Gallery/exhibition spaces	- 7,500	- 15,000	- 22,500
Creative Hub	64,476	85,968	85,968
Education	11,926	15,901	15,901
Catering	107,861	143,815	143,815
Retail	55,000	61,000	62,000
Private/commercial Hires	28,125	37,500	37,500
Fundraising/Sponsorship	51,878	102,828	104,211
Total Contribution	758,542	913,714	882,096
Staff costs (permanent)	443,787	474,967	474,967
Overheads	294,550	344,100	344,100
Contingency (3% Income)	39,098	49,091	48,382
Net Surplus/Deficit	- 18,893	45,556	14,647

Memorandum: assessment of potential effect of Cultural Exemption

	2027/28
	£
Total Turnover	1,612,735
less income outside scope of VAT	
T&F	- 20,000
T&F	- 20,000
Membership	- 7,500 (assume 50% donation)
Supporters' Circle/Key donors	- 25,000
Legacies	- 10,000
Donation Boxes	- 5,328
Total supplies for VAT purposes	1,524,907
Cultural supplies	
Performance ticket sales	270,637
Public Events ticket sales	41,667
Shakespeare Experience	238,500
VAT-able supplies (balance)	1,286,407
Cultural supplies as % of total supplies	36%
Irrecoverable VAT on Direct COS related to Cultural Supplies	
Promoter BO share	29,645
Artist fees	6,000
Other direct staging costs	4,050
Public Events COS	480

Shakespeare Experience COS 500

Cultural Exemption Net effect calculation		
VAT element of tickets face value		110,161
less irrecov VAT on COS	-	40,675
less irrecov VAT on Overheads	-	27,393
Net benefit		42,093

King's Lynn Guildhall and Creative Hub Financial Business Plan

Attendances

	2026/27	2027/28	2028/29
Public Performances			
Guildhall Auditorium	28,325	37,767	37,767
Gunpowder Store	4,050	5,400	5,400
Outdoor theatre	2,790	3,720	3,720
Public Events	7,500	10,000	10,000
Education - school visits	3,750	5,000	5,000
- evening courses	1,300	1,733	1,733
Shakespeare Experience	40,000	36,000	32,000
Bars and Restaurants			
Riverside	13,545	18,060	18,060
Shakespeare Barn	47,628	63,504	63,504
Total attendances	148,888	181,184	177,184

*(not incl pre-perf dining which would double count audience)

NB attendances are separately estimated for each individual category, and separate events within those categories. The model does not take account of potential double-counting where for example one individual might take a tour, eat in the cafe and attend a performance as part of the same visit.

King's Lynn Guildhall and Creative Hub Financial Business Plan
Public Performance

Guildhall Auditorium

Gunpowder Store

Outside spaces

	Drama - own promotion/BO share	Drama - hire	Children's/smas/show - 100% own promotion	Dance - own promotion/BO share	Dance - hire	Film - hire	Music seated - own promotion/BO share	Music seated - hire	Music standing - own promotion/BO share	Music standing - hire	Talks/Comedy - own promotion	Talks/Comedy - hire	Subtotal Guildhall	Music own promotion	Comedy own promotion	Drama/music - own promotion	TOTAL
Seats	297	297	297	297	297	297	297	297	400	400	297	297				200	330
Number of events days / performances	15	15	15	10	10	35	10	10	10	10	30	30	200	50	50	30	330
Audience capacity achieved	60%	60%	80%	60%	60%	60%	60%	60%	60%	60%	60%	60%		60%	60%	60%	
Audience numbers	2,673	2,673	3,564	1,782	1,782	6,237	1,782	1,782	2,400	2,400	5,346	5,346	37,767	2,700	2,700	3,720	46,887
Revenue																	
Ticket sales (net of VAT)/event income	31,876		35,640	21,250			21,250		28,620		63,751		202,387	22,500	22,500	23,250	270,637
Hire fee		8,750			5,833	10,208		5,833		5,833		17,500	53,958				53,958
Booking Fee per ticket	4,455	4,455	5,940	2,970	2,970	10,395	2,970	2,970	4,000	4,000	8,910	8,910	62,945	4,500	4,500	6,200	78,145
Credit card recharges	536	-		357	-	-	357	-	481	-	1,071	-	2,801	315	315	-	3,431
Tech Casuals recharge	1,500			1,000			1,000		1,000				4,500				4,500
Programme Sales	1,671	1,671	2,228	1,114	1,114	-	557	557					8,910				8,910
Total Revenue	40,037	14,876	43,808	26,691	9,917	20,603	26,134	9,360	34,101	9,833	73,732	26,410	335,502	27,315	27,315	29,450	419,582
Cost of Sales																	
BO share to promoter/producer	22,313			14,875		-	14,875		20,034		44,626		116,723	15,750	15,750	-	148,223
Technical Crew	1,500	1,500	1,500	1,000	1,000	-	1,000	1,000	1,000	1,000	-	-	10,500	-	-	-	10,500
PRS fees							850		1,145				1,995				1,995
Credit card charges	765	765	855	510	510	-	510	510	687	687	1,530	1,530	8,859	450	450	465	10,224
FOH Casuals	-	-		-	-	-	-	-	-	-	-	-	-	-	-	-	-
Artist Fees			18,000										18,000			12,000	30,000
Other direct staging/technical costs	-	-	11,250	-	-	-	-	-	-	-	-	-	11,250	-	-	9,000	20,250
Programme printing costs/COS	835	835	1,114	557	557	-	278	278	-	-	-	-	4,455	-	-	-	4,455
Total Cost of Sales	25,413	3,100	32,719	16,942	2,067	-	17,514	1,788	22,866	1,687	46,156	1,530	171,782	16,200	16,200	21,465	225,647
Contribution	14,623	11,775	11,088	9,749	7,850	20,603	8,621	7,572	11,235	8,146	27,576	24,880	163,720	11,115	11,115	7,985	193,935
Contribution per performance/event	975	785	739	975	785	589	862	757	1,124	815	919	829	819	222	222	266	588
Average ticket price (incl VAT)	14.31	14.31	12.00	14.31	14.31	14.31	14.31	14.31	14.31	14.31	14.31	14.31				7.5	
booking fee (incl VAT)	£2.00	£2.00	£2.00	£2.00	£2.00	£2.00	£2.00	£2.00	£2.00	£2.00	£2.00	£2.00		£2.00	£2.00	£2.00	
Hire fee per per-day		£700.0			£700.0	£350.0		£700.0		£700.0		£700.0					
Programme price (zero VAT)	£2.50	£2.50	£2.50	£2.50	£2.50		£2.50	£2.50	£2.50	£2.50		£2.50					
% of audience purchasing programme	25%	25%	25%	25%	25%		13%	13%	13%	13%							
Tech casuals cost per show/event	100	100	100	100	100		100	100	100	100							
PRS fee per performance							4%		4%								
FOH casuals cost per show/event (none- all volunteers)																	
Artist and support staff cost per performance			1,200														400
Equipment/additional staging costs per perf			750														300
BO% share (to promoter)	70%			70%			70%		70%		70%			70%	70%		
BO% share (to venue)	30%		100%	30%			30%		30%		30%			30%	30%		100%
Capacities:																	
Guildhall Auditorium (seated)	297																
Guildhall Auditorium (standing)	400																
Gunpowder Store	90																

King's Lynn Guildhall and Creative Hub Financial Business Plan
Public Events

	Guildhall auditorium Craft Fair/Market	Food stalls serving outdoor programme	Other Markets/ Fairs	Total		
Number of events days	5	30	10		Total visitors	10,000
Visitors per day	1,000		500			
Revenue	£	£	£	£		
Ticket sales (net of VAT)/event income	20,833		20,833	41,667		
Stalls hires	2,500	7,500	2,500	12,500		
Total Revenue	23,333	7,500	23,333	54,167		
Cost of Sales						
Auditorium set up	400			400		
Other Setup costs			2,000	2,000		
FOH (volunteers)						
Total Cost of Sales	400	-	2,000	2,400		
Contribution	22,933	7,500	21,333	51,767		
Contribution per event	4,587	250	2,133			
Ticket price (incl VAT)	5		5			
Stall/pitch hire fee per day (incl VAT)	30	150	30			
Number of stalls	20	2	10			
Auditorium set up per event	200		200			

King's Lynn Guildhall and Creative Hub Financial Business Plan

Catering

IN HOUSE CATERING PROVISION

1. Shakespeare Barn: daytime cafe, evening bar, pre theatre dining, interval drinks

	Uptake	Audience base	Customer no.s	Days per week	Weeks pa	Total custs. pa	SPH inc VAT £	SPH net of VAT £	Net sales pa £
Covers (indoor)		46,887							
	125								
<i>Daytime</i>									
Morning 10-12	30%		37.5	7	52	13,650	4.00	3.33	45,500
Lunch 12- 2.30	30%		37.5	7	52	13,650	6.00	5.00	68,250
PM 2.30 -5	30%		37.5	7	52	13,650	3.00	2.50	34,125
<i>Pre- perf</i>									
Pre perf.food	5%	(of annual audience)				2,344	8.00	6.67	781
Evening non-perf	30%		37.5	7	52	13,650	6.00	5.00	68,250
Total indoor						56,944			216,906
Covers (outdoor)									
	106								
<i>Daytime</i>									
Morning 10-12	30%		31.8	7	12	2,671	4.00	3.33	8,904
Lunch 12- 2.30	40%		42.4	7	12	3,562	6.00	5.00	17,808
PM 2.30 -5	30%		31.8	7	12	2,671	3.00	2.50	6,678
<i>Pre- perf</i>									
Pre perf.food	5%	(of annual audience)				2,344	8.00	6.67	781
Evening non-perf	30%		31.8	7	12	2,671	6.00	5.00	13,356
Total Outdoor						11,248			47,527
Total Shakespeare Barn									264,434

2. Performance related drinks (i.e. pre and interval) - including ice cream/confectionery

(Shakespeare Barn, Gunpowder Store)

	Total custs. pa	SPH inc VAT (Incl VAT)	SPH net of VAT	
Guildhall	37,767	3.50	2.92	110,154
Gunpowder Room	5,400	3.00	2.50	13,500
Outside performances	3,720	3.00	2.50	9,300
Total				132,954

3. Event Catering

	no. of events	attendees	SPH inc VAT	SPH net of VAT	
Conference catering	3	75	50.00	41.67	9,375
weddings/private celebrations	10	75	35.00	29.17	21,875
Banquet events	5	100	50.00	41.67	20,833
Meeting hires	100	30	5.00	4.17	12,500
Total					64,583

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Grand Total In House Catering Revenue			461,971
	Direct Cost of Sales	-	138,591 30%
	Staff	-	184,788 40%
	Other	-	46,197 10%
	Net Profit		92,394 20%

OUTSOURCED CATERING PROVISION

Riverside Restaurant - 'destination dining'

Covers (interior) 50

	Uptake	Customer no.s	Days per week	Weeks pa	Total custs. pa	SPH inc VAT	SPH net of VAT	Net sales pa
Lunch	25%	12.5	7	52	4,550	22.00	18.33	83,417

Dinner	50%	25	7	52	9,100	30.00	25.00	227,500
Covers (exterior)	70							
Lunch	25%	17.5	7	12	1,470	22.00	18.33	26,950
Dinner	50%	35	7	12	2,940	30.00	25.00	73,500
Total								411,367
				Commission/Lease		12.50%		51,421

**King's Lynn Guildhall and Creative Hub Financial Business Plan
Fundraising and Sponsorship**

	2026/27		2027/28		2028/29	
Income						
Trusts and Foundations - Education	10,000	50%	20,000	20,000	100%	
Trusts and Foundations - General	-	0%	20,000	20,000	100%	
Sponsorship/advertising	25,000	100%	25,000	25,000	100%	
Membership scheme	7,500	50%	15,000	16,500	110%	
Supporters' Circle/Key donors	18,750	75%	25,000	25,000	100%	
Legacies	-	0%	10,000	10,000	100%	
Donation Boxes	4,378		5,328	5,211		
	65,628		120,328	121,711		
Cost of Sales						
Cultivation costs/marketing	10,000		10,000	10,000		
Membership benefits	3,750		7,500	8,250		
	13,750		17,500	18,250		
Contribution	51,878		102,828	103,461		

Norwich Museums average £3,823

130k footfall

King's Lynn Guildhall and Creative Hub Financial Business Plan

Exhibitions

Based on Lynn Museum/Norwich Castle Museum
Net cost of mounting exhibition 5k, but excludes certain
technical/curation costs and transport so 7.5k assumed

	2026/27	2027/8	2028/29
Building from 1 to 3 shows per year	7,500	15,000	22,500
Space also to be used for showcasing local artists; assumed at nil cost taking into account sundry expenses matched by sales commission			

King's Lynn Guildhall and Creative Hub Financial Business Plan
Creative Hub

INPUT GRID

		Rate net/VAT	Occupancy
Artist Studio	per month	£300	85%
office	per month	£300	85%

INCOME MODEL

Net Floor area available 8,428 sq ft (conversion factor 10.764)

Prices net of VAT	% of total	sq ft	sq m	Units	Charge basis	Rate (net of VAT)	Rate basis	£ per sq ft	Occupancy	Annual Revenue	Yield psf
						£				£	£
Artist Studios each	300 sq ft	65%	5,478	508.95	18.26	month	£300 per month	12	85%	55,879	10.20
Offices space	300 sq ft	35%	2,950	274.05	9.83	month	£300 per month	12	85%	30,089	10.20
Total			8,428	783						85,968	

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Creative Hub Individual Units (by building - m2)

White Barn

- 26
- 23
- 24
- 22
- 19
- 25
- 18
- 34
- 25
- 32
- 34
- 34
- 23

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WB Annex	40	
	40	
	30	
	30	
	35	
		175
Old Warehouse	50	
	62	
	30	
		142
Players' Workshop	60	
		60
29C King St	22	
	45	
		67
	24 units	783

King's Lynn Guildhall and Creative Hub Financial Business Plan
Shakespeare Experience

	2026/27	2027/8	2028/29
Capacity per day (10 tours per day/25 people per tour)	250	250	250
Days per year	364	364	364
% capacity achieved	44%	40%	35%
Total visitors	40,000	36,000	32,000
Total revenue	265,000	238,500	212,000
Cost of Sales			
- leaflets/educational materials	2,500	2,500	2,500
assume tours led by volunteers			
Contribution	262,500	236,000	209,500

Tariffs			
Admission Prices incl VAT			
Adult	10.00		
Child	5.00		
Family	25.00	average price	6.25
Concessions	5.00	(NT members; local residents)	
Ticket split			
12%	Family (assume 2 adults 2 children)		
12%	Child		
56%	Adult		
20%	Concessions		

Sensitivity Analysis

NB changes to Shakespeare Experience visitor numbers affect both SE and gift shop contribution

	2026/27	2027/8	2028/29
Net Surplus/Deficit Income and Expenditure Account (Baseline)	- 18,893	45,556	14,647
Reduce visitor assumptions by 10%	- 48,532	18,881	- 9,065
Reduce visitor assumptions by 15%	- 63,352	5,543	- 20,920
Reduce visitor assumptions by 20%	- 78,171	- 7,795	- 32,776
Reduce visitor assumptions by 25%	- 92,991	- 21,132	- 44,632
Increase visitor assumptions by 10%	10,746	72,231	38,358

Check

		40,000	36,000	32,000
12%	6.25	30,000	27,000	24,000
12%	5.00	24,000	21,600	19,200
56%	10.00	224,000	201,600	179,200
20%	5.00	40,000	36,000	32,000
		318,000	286,200	254,400
Net of VAT		265,000	238,500	212,000
		-	-	-

King's Lynn Guildhall and Creative Hub Financial Business Plan

Retail	2026/27	2027/28	2028/29
29 King Street gift shop - income	67,500	69,000	70,500
Bring a book scheme	10,000	15,000	15,000
Total	77,500	84,000	85,500
29 King Street gift shop - Cost of Sales	22,500	23,000	23,500
Total Retail Contribution	55,000	61,000	62,000

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	Tour visitors	General visitors	Total visitors
2026/27	40,000	5,000	45,000
2027/28	36,000	10,000	46,000
2028/29	32,000	15,000	47,000
SPH net of VAT		1.50	

King's Lynn Guildhall and Creative Hub Financial Business Plan

Private Hires

		Hire fee net of VAT	Incl VAT	Number	Total
		£	£		£
Weddings: hire of theatre and additional spaces	per day	1,500	1,800	10	15,000
Corporate events/conference (whole site excl Creative Hub and Riverside Restaurant)	per day	5,000	6,000	3	15,000
Individual space event hires				100	
Fermoy Gallery	per hour	35	42	100 hours	3,500
Red Barn	per hour	20	24	100 hours	2,000
Players Workshop upstairs (Dance Studio)	per hour	20	24	100 hours	2,000
					37,500

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assumed net of incremental costs (FOH, set up)

King's Lynn Guildhall and Creative Hub Financial Business Plan

Staff

Employer NI assumptions:	
Standard threshold (weekly)	170
Rate	15.30%
Employer pension cont	3%

MEMORANDUM ONLY - SETUP COSTS TO BE CAPITALISED

PERMANENT	2025/26				2026/27		
	<i>Salary</i>	<i>NI</i>	<i>Pension</i> <i>3.00%</i>	<i>Total</i>	<i>Salary</i>	<i>NI</i>	<i>Pension</i> <i>3.00%</i>
	£	£	£	£	£	£	£
CEO Office							
1 Chief Executive & Creative Director	50,000	6,297	1,500	57,797	50,000	6,297	1,500
2 Education Officer	7,500	809	225	8,534	30,000	3,237	900
Finance/General Administration							
3 Finance Manager	5,833	667	175	6,675	35,000	4,002	1,050
4 Finance/general Assistant	1,667	142	50	1,859	20,000	1,707	600
Commercial/Marketing/Fundraising							
5 Marketing/Comms and Development Manager	11,667	1,447	350	13,464	35,000	4,002	1,050
6 Sponsorship & Development Assistant	1,667	142	50	1,859	20,000	1,707	600
7 Marketing Assistant	1,667	142	50	1,859	20,000	1,707	600
8 Hospitality/Events Sales Manager	8,750	1,226	263	10,239	35,000	4,002	1,050
Operations/Premises/Technical							
9 FOH and Box Office Manager	11,667	1,447	350	13,464	35,000	4,002	1,050
10 Deputy FOH/volunteer co-ordination	2,500	270	75	2,845	30,000	3,237	900
11 FOH Duty Manager							
12 Box Office Assistant/Reception	1,667	142	50	1,859	20,000	1,707	600
13 Technical & Facilities Manager	8,750	1,001	263	10,013	35,000	4,002	1,050
14 Technician	2,083	206	63	2,352	25,000	2,472	750
				132,819			

	2027/28				2028/29				
	Total	Salary	NI	Pension	Total	Salary	NI	Pension	Total
	£	£	£	3.00% £	£	£	£	0.00% £	£
	57,797	50,000	6,297	1,500	57,797	50,000	6,297	1,500	57,797
	34,137	30,000	3,237	900	34,137	30,000	3,237	900	34,137
	40,052	35,000	4,002	1,050	40,052	35,000	4,002	1,050	40,052
	22,307	20,000	1,707	600	22,307	20,000	1,707	600	22,307
	40,052	35,000	4,002	1,050	40,052	35,000	4,002	1,050	40,052
	22,307	20,000	1,707	600	22,307	20,000	1,707	600	22,307
	22,307	20,000	1,707	600	22,307	20,000	1,707	600	22,307
	40,052	35,000	4,002	1,050	40,052	35,000	4,002	1,050	40,052
	40,052	35,000	4,002	1,050	40,052	35,000	4,002	1,050	40,052
	34,137	30,000	3,237	900	34,137	30,000	3,237	900	34,137
		27,500	2,855	825	31,180	27,500	2,855	825	31,180
	22,307	20,000	1,707	600	22,307	20,000	1,707	600	22,307
	40,052	35,000	4,002	1,050	40,052	35,000	4,002	1,050	40,052
	28,222	25,000	2,472	750	28,222	25,000	2,472	750	28,222
	443,787				474,967				474,967

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King's Lynn Guildhall and Creative Hub Financial Business Plan	2025/6		2026/27		2027/8
Overheads	<i>MEMORANDUM ONLY</i>				
Marketing	<i>SETUP COSTS TO BE CAPITALISED</i>				
					£
Corporate/organisation level PR	5,000	100%	10,000	200%	5,000
General Marketing budget - performance programme	15,000	30%	50,000	100%	50,000
General Marketing budget - visitor attraction/guided tours/commercial events	6,000	30%	20,000	100%	20,000
Website - design/maintenance	4,500	100%	4,500	100%	4,500
Website - hosting	2,500	50%	5,000	100%	5,000
Social Media	3,000	30%	10,000	100%	10,000
	36,000		99,500		94,500
Finance and General Admin					
Telephones	1,000	20%	5,000	100%	5,000
IT support incl BO	2,000	20%	10,000	100%	10,000
IT licences incl BO	2,000	20%	10,000	100%	10,000
IT consumables	200	10%	2,000	100%	2,000
Stationery and office supplies	500	10%	3,750	75%	5,000
Photocopying	200	10%	1,500	75%	2,000
Postage/delivery (other than marketing & BO)	200	10%	1,500	75%	2,000
Bank charges	200	10%	1,500	75%	2,000
Insurance	1,200	10%	9,000	75%	12,000
Audit/Accountancy	6,000	50%	12,000	100%	12,000
HR support	7,500	150%	5,000	100%	5,000
Recruitment costs	2,000	200%	1,000	100%	1,000
Legal and Professional	2,000	100%	2,000	100%	2,000
Volunteer expenses	-	0%	750	75%	1,000
	25,000		65,000		71,000
Premises costs					
Electricity }					
Gas }	6,000	10%	48,000	80%	60,000
Water }					
Licences	-	0%	2,000	100%	2,000
Rates (estimate, assuming 100% charitable relief)					
Facilities Management					
Repairs and Maintenance - Maintenance Agreements	-	0%	19,800	50%	39,600
Cleaning	2,500	5%	37,500	75%	50,000
Refuse collection	-	0%	11,250	75%	15,000
Health and Safety Supplies and Services	200	10%	1,500	75%	2,000
Security	1,000	10%	10,000	100%	10,000
	9,700		130,050		178,600
Total Overheads	70,700		294,550		344,100

Rates calculation

2640 sqm
28416.96 sqft

rental value	£12 psf	£341,003.52
Rates multiplier	0.512	£174,593.80
80% relief		-£139,675.04
remaining		£34,918.76
rounded		£35,000.00

King's Lynn Guildhall and Creative Hub Financial Business Plan

The table below shows the anticipated phasing of staff coming on board prior to re-opening in April 2026. Costs relating to this prior financial year are assumed covered by the BCKLWN capital budget

	Apr-25	May 25	Jun-25	Jul-25	Aug-25	Sep-25	Oct 25	Nov-25	Dec 25	Jan-26	Feb-26	Mar 26	Apr-26 OPENING
Chief Executive & Creative Director	[Red bar]												
Education Officer										[Red bar]			
Finance Manager										[Red bar]			
Finance/general Assistant												[Red bar]	
Marketing/Comms and Development Manager									[Red bar]				
Marketing Assistant												[Red bar]	
Hospitality/Events Sales Manager									[Red bar]				
Sponsorship & Development Assistant												[Red bar]	
FOH and Box Office Manager									[Red bar]				
Deputy FOH/volunteer co-ordination												[Red bar]	
FOH Duty Manager												[Red bar]	
Box Office Assistant/Reception												[Red bar]	
Technical & Facilities Manager									[Red bar]				
Technician												[Red bar]	

King's Lynn Guildhall and Creative Hub Financial Business Plan
Volunteers

	Event no.s	No. Of staff	Hours	Total hours
<u>FOH</u>				
Guildhall Auditorium				
- Public performances	200	2	6	2,400
- Public Events				
Fairs	5	1	8	40
Banquets	5	1	4	20
Gunpowder Store	100	1	6	600
Other public events	10	2	8	160
Private Hires	13	2	8	208
<u>Shakespeare Experience Guides</u>	364	3	3	3,276
<u>Gift Shop</u>	364	1	8	2,912
<u>Education - schools' visits support</u>	200	2	3	1,200
Total Volunteer Hours				10,816
FTE annual hours				1,920
FTE Volunteers				5.6
If volunteer expected to work equivalent of 1 day per week, total individuals required:				28.2

King's Lynn Guildhall and Creative Hub Financial Business Plan

Staff and Overhead costs for Financial Year 2025/26 have been modelled, as summarised below. Full analysis is included in the Staff Costs and Overheads tabs. However these costs do NOT form part of the revenue costs for the KLGCH CIO.

These costs are assumed to be covered by the capital budget funded by BCKLWN

Financial Year **2025/6**

£

Income

Public Performances

Public Events

Tours and Museum

Fermoy Gallery/exhibition spaces

Creative Hub

Education

Catering

Retail

Private/commercial Hires

Fundraising/Sponsorship

Total Income

-

Cost of sales

Public Performances

Public Events

Tours and Museum

Fermoy Gallery/exhibition spaces

Creative Hub

Education

Catering

Retail

Private/commercial Hires

Fundraising/Sponsorship

Total Cost of Sales

-

Contribution

Public Performances

Public Events

Tours and Museum

Fermoy Gallery/exhibition spaces

Creative Hub

Education

Catering

Retail

Private/commercial Hires

Fundraising/Sponsorship

Total Contribution

Staff costs (permanent)

132,819

Overheads

70,700

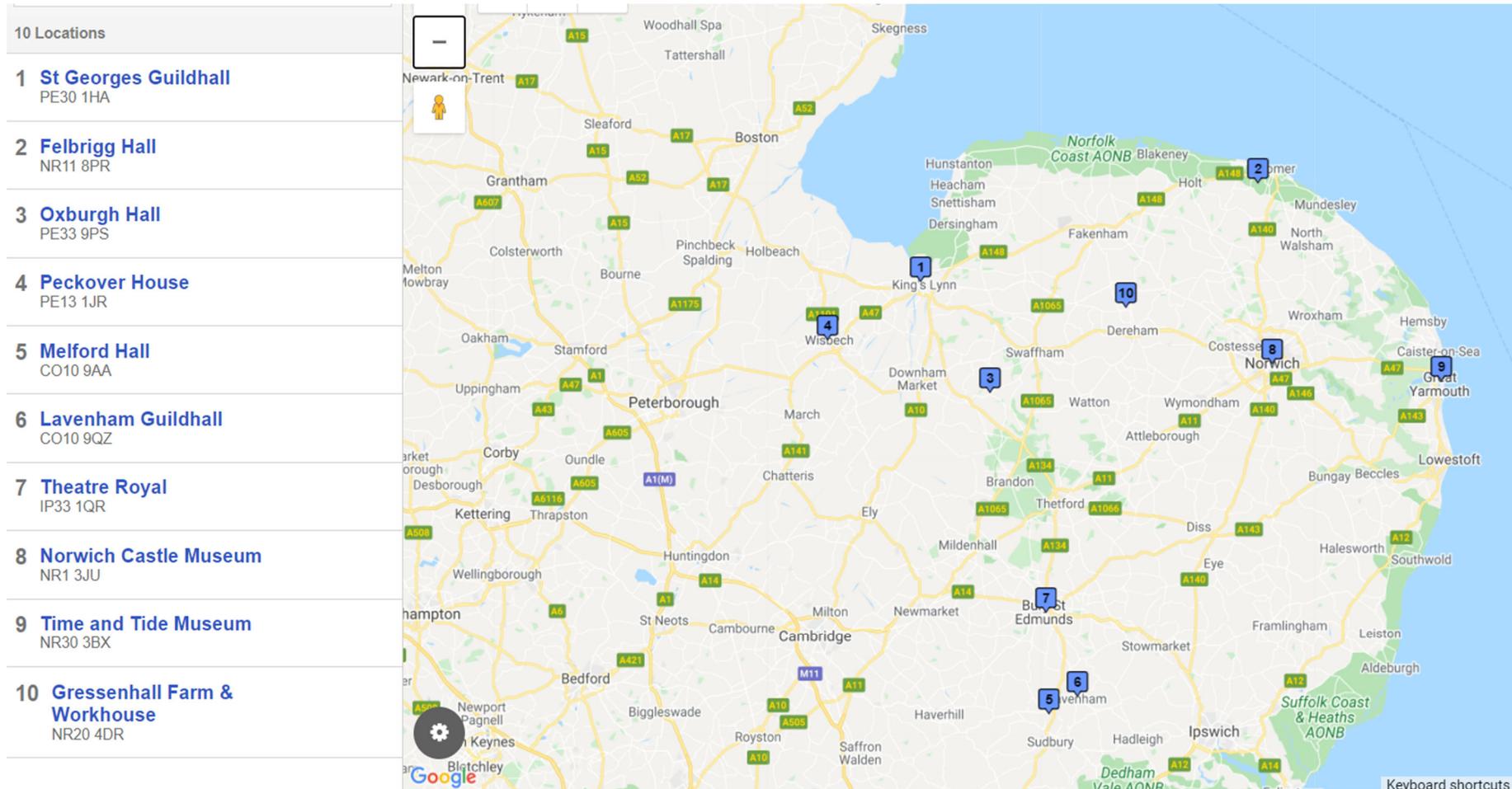
130 **Net Surplus/Deficit**

- 203,519



Appendix H: Visitor Attractions Map

Selection of Larger Visitor Attractions in East Anglia within 1.5 hr drive time of King's Lynn

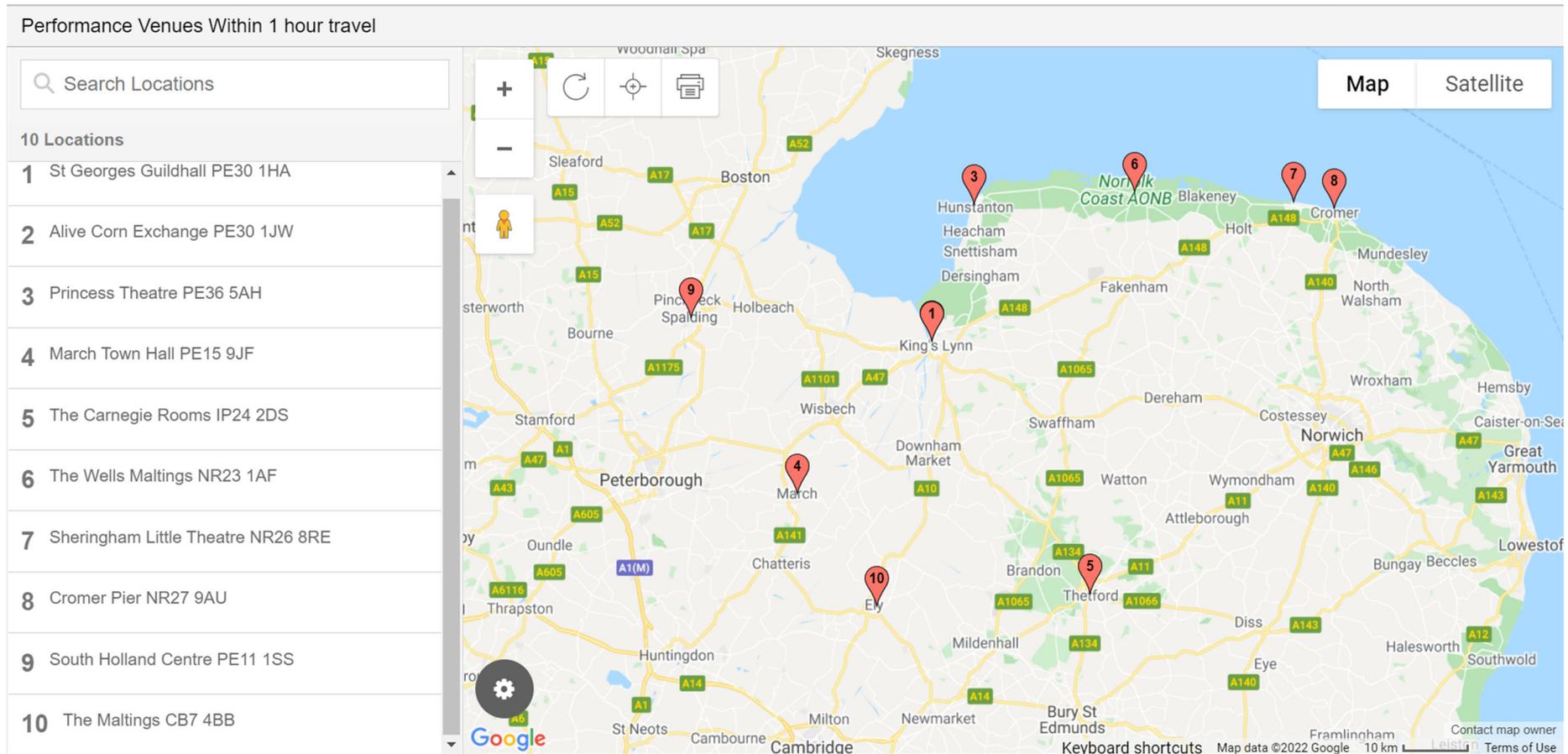


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Appendix I: Performance Venues Map

Selection of 120 seat+ Performance Venues within 1hr drive time of King's Lynn, excluding Norwich and Cambridge



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King's Lynn St George's Guildhall Complex – a manifesto

Who Are we?

The Borough Council of King's Lynn and West Norfolk; National Trust; Norfolk Museums Service, and Norfolk Arts Service are working in partnership to deliver a conservation and regeneration project centred around King's Lynn's Grade 1 Listed St George's Guildhall complex.

These partners are working together to deliver a transformative cultural project for King's Lynn and **exploring appropriate governance models to deliver a sustainable future for the complex**. The partners are working hand-in-hand with the Town Deal Board to deliver a pivotal part of the £25 million vision for the town. The St George's Guildhall project will promote the town's heritage and connection to Shakespeare, boost skills, and support new businesses and creative practice.

What are we doing?

We are working in partnership.

We are protecting and celebrating the heritage of these unique buildings:

- Protecting the historic fabric of listed buildings, notably the Grade 1 Listed St George's Guildhall Theatre
- Safeguarding the future of the oldest working theatre in the UK, an historic space which has hosted all phases of drama since the 15th century, a place where Shakespeare's Touring Company has performed, as well as Shakespeare's comedian and King's Lynn born Robert Armin
- Refurbishing the historic theatre to create an accessible, welcoming, and attractive space that is fit for purpose and open to a wide range of audiences
- Creating inspiring spaces at the heart of the local community, and a beacon for visitors to King's Lynn
- Interpreting the rich story of the complex and the lives of people associated with it; telling the story of English theatre from the Guild period to the present day in an interactive working theatre environment
- Engaging and involving all sections of our local communities and wider audiences in the rich story of these historic buildings, through broad and inclusive programmes of formal and informal learning including youth engagement.

We are supporting enterprise and economic productivity in King's Lynn:

- Creating a financially sustainable operating model for the St George's Guildhall Complex
- Bringing measurable social and economic benefits to King's Lynn and West Norfolk
- Delivering a viable and sustainable plan for the St George's Guildhall Complex bringing commercial and cultural initiatives together under one 'roof', under the direction of a pioneering partnership
- Establishing co-ordinated site management
- Supporting the creative arts sector by collaborating with other organisations
- Delivering an environmentally responsible project, and a reduction in energy use for the complex
- Supporting skills and enterprise development and routes into employment

We are creating a hub for arts and culture:

- Creating a sense of identity and place, drawing on the unique significance of the Guildhall Theatre
- Creating a nationally significant centre for culture and the arts, which serves its local community
- Creating an accessible and flexible space able to house a changing programme of events and activity; hosting professional and community theatre, dance or musical groups, or a venue for films, talks, comedy and poetry
- Modernising and effectively using buildings to provide spaces for interpretation, exhibitions, formal & informal learning, retail, and catering and use by the local community
- Providing a welcoming point of entry and improved street presence

Why are we doing it?

For **heritage**: To bring life back into the historic complex, giving it a sustainable future

- Because we must conserve our heritage assets and make them accessible to a wide range of audiences
- To attract visitors to the town who are interested in heritage, the arts and culture, supporting wider plans to regenerate the town
- Because culture will drive growth; associated spend by visitors to the town benefits retail and hospitality
- To reveal the stories of these unique heritage assets, making them relevant to the lives of local communities and visitors to the area

For **people**: To elevate a sense of local pride

- Celebrating the unique heritage of King's Lynn and raising the profile of the town
- To improve access and participation for all; developing learning and skills, and to give a voice to the local community
- Using culture to support well-being and enterprise
- To boost attainment and achievement in local schools and FE
- To make culture and heritage relevant to the lives of local young people and improving their life chances

For **communities**: To maximise the potential of a currently under-utilised site

- A vibrant and welcoming meeting point for everyone, with good catering on site, a wide range of visitors will be attracted to the complex
- An offer that evolves according to the needs of the local community
- To fill a gap for event and meeting space in the town, and spaces for formal and informal learning and enterprise

Who are we doing it for?

- Our local community - the people of King's Lynn and West Norfolk including those people not currently engaging with culture and heritage
- For existing users and visitors
- For new audiences, including local, regional, national and international audiences
- For professional and amateur creatives and the creative arts sector in the East

- For under-represented audiences – through audience development, youth engagement, community consultation and dynamic programming the project will represent broadest possible community interests
- For local people to engage in well managed co-production, volunteering and community activities promoting individual wellbeing and building social capital

Appendix 3

Operating Model Options.

Operation Model	Description	Strengths	Weaknesses
Direct Operation by the Council	In this option BCKLWN would directly run the Centre with Council staff and systems. A new team would be recruited from existing council departments.	<p>Council already has an existing governance and management structure</p> <p>The Centre is intended to deliver some key priorities of the Council</p> <p>Full control of an important Towns Fund project.</p>	<p>Unable to access charitable fundraising opportunities and other charitable benefits</p> <p>Unlikely to be sufficiently entrepreneurial to achieve mixed business model</p> <p>Systems and procedures not compatible with agile commercial operation of a cultural/heritage organisation</p>
Operation by an Alive West Norfolk or another existing organisation	<p>Alive West Norfolk is a wholly owned (by the Council), not for profit company - it is not a charity.</p> <p>Alive West Norfolk runs four Leisure Centres in the area along with King's Lynn Corn Exchange venue and currently manages the Guildhall on behalf of the Council.</p> <p>Alive West Norfolk's current Business Plan does not include any plans to expand its operation by involvement in further cultural business activities, or into the arts and creative enterprise sectors - as is proposed with the Guildhall project. There have been no discussions therefore to explore this option in any more detail.</p>	<p>Existing entity /structure avoids start up burden and any delay of registration</p> <p>Charity with significant fundraising and taxation benefits</p> <p>Single regulation by the Charity Commission</p>	<p>Would need to change charitable objects</p> <p>Existing organisation would need to adopt the Governing document</p> <p>Wouldn't necessarily have the expertise required</p> <p>Consent of National Trust (as freeholder of the Guildhall) required</p>

New Independent Charitable Organisation	<p>In this option a new, appropriately named charitable organisation with a commercial trading subsidiary is created. A Service Level Agreement is negotiated with BCKLWN and there is additional fundraising and commercial activity. A new team is recruited to run the Centre and new systems established.</p>	<p>New mission focused organisation created to deliver key priorities for all stakeholders</p> <p>Fit for purpose partnership governance and management structure</p> <p>Opportunity to recruit trustees with relevant expertise and networks Fundraising and taxation benefits as a charity</p> <p>Benefits from charitable status yet with commercially minded team</p>	<p>Costs and delays in setting up new charity from scratch, recruiting new team and experienced trustees</p> <p>Lack of track record in building local partnerships and wider fundraising</p> <p>Will take time to build financial reserves to support trading and maintenance</p> <p>Council loses full direct control of a key asset.</p>
Legal Entity Options			
A Charitable Company Limited by Guarantee (CLG)	<p>Until recently, this was the traditional charity structure for most cultural and heritage organisations. A company limited by guarantee is registered with Companies House and applies to become a registered charity with the Charities Commission. The company directors are also the charity trustees and often the members of the company. Non charitable commercial activity is undertaken by a wholly owned trading subsidiary.</p>	<p>Charity with significant fundraising and taxation benefits</p> <p>Easy CLG registration means that company can exist whilst waiting for charity registration</p>	<p>Dual regulation by both Companies House and the Charity Commission and ongoing administrative/filing requirements with both regulators</p> <p>Long delays in registration at Charity Commission</p>
A Charitable Incorporated Organisation (CIO)	<p>The recently introduced 'simplified' charity structure now chosen by most new charities. A Foundation CIO has a group of trustees who also are the voting members of the charity and there is no wider membership. Non charitable commercial activity is undertaken by a wholly</p>	<p>Charity with significant fundraising and taxation benefits</p> <p>Single regulation by the Charity Commission</p>	<p>CIO does not exist until the Charity Commission approves the application</p> <p>Long delays in application process at Charity Commission</p>

	owned trading subsidiary.		Can be harder to access commercial loan finance.
A Community Interest Company (CIC)	A CIC is sometimes chosen when commercial trading for community benefit is paramount or when commercial finance is required. A company limited by guarantee or shares with same Directors and Members is registered with Companies House and with the CIC Regulator. No extra trading subsidiary is required.	Easier registration Simplified trading within CIC.	Not a charity, so no taxation benefits Some traditional grant givers will not support CICs Dual regulation by Companies House and CIC regulator.

King's Lynn Guildhall and Creative Hub Financial Business Plan**Income and Expenditure Account**

Financial Years (Apr to March)	2026/7	2027/8
	£	£
Income		
Public Performances	314,686	419,582
Public Events	40,625	54,167
Shakespeare Experience	265,000	238,500
Fermoy Gallery/exhibition spaces		
Creative Hub	64,476	85,968
Education	62,188	82,917
Catering	385,044	513,392
Retail	77,500	84,000
Private/commercial Hires	28,125	37,500
Fundraising/Sponsorship	65,628	120,328
Total Income	1,303,272	1,636,353
Cost of sales		
Public Performances	169,235	225,647
Public Events	1,800	2,400
Shakespeare Experience	2,500	2,500
Fermoy Gallery/exhibition spaces	7,500	15,000
Creative Hub	-	-
Education	50,262	67,016
Catering	277,183	369,577
Retail	22,500	23,000
Private/commercial Hires	-	-
Fundraising/Sponsorship	13,750	17,500
Total Cost of Sales	544,730	722,640
Contribution		
Public Performances	145,451	193,935
Public Events	38,825	51,767
Shakespeare Experience	262,500	236,000
Fermoy Gallery/exhibition spaces	- 7,500	- 15,000
Creative Hub	64,476	85,968
Education	11,926	15,901
Catering	107,861	143,815
Retail	55,000	61,000
Private/commercial Hires	28,125	37,500
Fundraising/Sponsorship	51,878	102,828
Total Contribution	758,542	913,714
Staff costs (permanent)	443,787	474,967
Overheads	294,550	344,100
Net Surplus/Deficit	20,205	94,646

Impact of Reduction of Sales:

3% Income reduced	- 18,893	45,556
5% Income reduced	- 44,958	12,829
10% Income reduced	- 110,122	- 68,989

Impact of Increase of Sales:		
3% Income Increase	59,303	163,635
5% Income Increase	85,369	176,464
10% Income Increase	150,532	258,282

Current Budgeted Running Costs are £127,510 + £22,000 Support Costs & Maintenance Repairs £50,000 Pa		
	Reduction of 18%	- 199,897

Notes:

**Current Budget for Guildhall Plus Support Costs equate to similar 2018/19 & 2019/20 Position Pre Covid
Maintenance costs for repairs (£400k spread over 10 Years)**

Plan assumes in 2027/28 a surplus of £94,646

District Council Could allow 18% Reduction in Sales equates to reduction of £294,544.

i.e Allows a Loss £200k as already costing £200k

King's Lynn Guildhall and Creative Hub Financial Business Plan
Income and Expenditure Account

2028/9	Financial Years (Apr to March)
£	
419,582	Income
54,167	Public Performances
212,000	Public Events
	Shakespeare Experience
85,968	Fermoy Gallery/exhibition spaces
82,917	Creative Hub
513,392	Education
85,500	Catering
37,500	Retail
121,711	Private/commercial Hires
1,612,735	Fundraising/Sponsorship
	Total Income
	Cost of sales
225,647	Public Performances
2,400	Public Events
2,500	Shakespeare Experience
22,500	Fermoy Gallery/exhibition spaces
-	Creative Hub
67,016	Education
369,577	Catering
23,500	Retail
-	Private/commercial Hires
17,500	Fundraising/Sponsorship
730,640	Total Cost of Sales
	Contribution
193,935	Public Performances
51,767	Public Events
209,500	Shakespeare Experience
- 22,500	Fermoy Gallery/exhibition spaces
85,968	Creative Hub
15,901	Education
143,815	Catering
62,000	Retail
37,500	Private/commercial Hires
104,211	Fundraising/Sponsorship
882,096	Total Contribution
474,967	Staff costs (permanent)
344,100	Overheads
<hr/> 63,029 <hr/>	Contingency (3% Income)
<hr/>	Net Surplus/Deficit

14,647
- 17,608
- 98,245

111,411
143,665
224,302

-199510

vid

2026/7	2027/8	2028/9
£	£	£
314,686	419,582	419,582
40,625	54,167	54,167
265,000	238,500	212,000
64,476	85,968	85,968
62,188	82,917	82,917
385,044	513,392	513,392
77,500	84,000	85,500
28,125	37,500	37,500
65,628	120,328	121,711
1,303,272	1,636,353	1,612,735
169,235	225,647	225,647
1,800	2,400	2,400
2,500	2,500	2,500
7,500	15,000	22,500
-	-	-
50,262	67,016	67,016
277,183	369,577	369,577
22,500	23,000	23,500
-	-	-
13,750	17,500	17,500
544,730	722,640	730,640
145,451	193,935	193,935
38,825	51,767	51,767
262,500	236,000	209,500
- 7,500	- 15,000	- 22,500
64,476	85,968	85,968
11,926	15,901	15,901
107,861	143,815	143,815
55,000	61,000	62,000
28,125	37,500	37,500
51,878	102,828	104,211
758,542	913,714	882,096
443,787	474,967	474,967
294,550	344,100	344,100
39,098	49,091	48,382
- 18,893	45,556	14,647

This agreement is dated [DATE]

Parties

- (1) Borough Council of King's Lynn and West Norfolk of Chapel Street, Kings Court, King's Lynn, Norfolk PE30 1EX (**Authority**)
- (2) [FULL COMPANY NAME] incorporated and registered in [England and Wales] with company number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS] (**Supplier**)

BACKGROUND

- (A) The Authority wishes to enter into an agreement with this Supplier in relation to the management and running of the Guildhall, King's Lynn (the Property)
- (B) The Supplier is a charitable organisation and is willing and able to manage the Property in accordance with the terms and conditions of this agreement

Agreed terms

1. Definitions and Interpretation

The following definitions and rules of interpretation apply in this agreement.

1.1 Definitions

Achieved KPIs: in respect of any Service in any measurement period, the standard of performance actually achieved by the Supplier in the provision of that Service in the measurement period in question (calculated and expressed in the same way as the KPI for that Service is calculated and expressed in **Schedule 2**).

Authorised Representatives: the persons respectively designated as such by the Authority and the Supplier, the first such persons being set out in **Schedule 4**.

Authority Assets: any materials, plant or equipment owned or held by the Authority and provided by the Authority to the Supplier for use in providing the Services as identified in **Error! Reference source not found.**

Authority Premises: the buildings and premises specified in **Error! Reference source not found.**, or as otherwise agreed between the parties in accordance with the Change Control Procedure.

Best Industry Practice: the standards which fall within the upper quartile in the relevant industry for the provision of comparable services which are substantially similar to the

Services or the relevant part of them, having regard to factors such as the nature and size of the parties, the KPIs, the Term, the pricing structure and any other relevant factors.

Catastrophic Failure:

- a) [a failure by the Supplier for whatever reason to implement the Disaster Recovery Plan successfully and in accordance with its terms on the occurrence of a Disaster;]
- b) any action by the Supplier, whether in relation to the Services and this agreement or otherwise, which in the reasonable opinion of the Authority's Authorised Representative has or may cause significant harm to the reputation of the Authority[;]
- c) [[OTHERS]].

Change: any change to this agreement including to any of the Services.

Change Control Note: the written record of a Change agreed or to be agreed by the parties pursuant to the Change Control Procedure.

Change Control Procedure: the procedure for changing this agreement, as set out in Schedule 6.

Change in Law: any change in any Law which impacts on the performance of the Services and which comes into force after the Commencement Date.

Charges: to include how and what will be charged? will company account to Council for profits/ or will Council be responsible for passing on funding or a mix of 2.

Commencement Date: the date of this agreement.

Commercially Sensitive Information: the information listed in **Error! Reference source not found.** comprising the information of a commercially sensitive nature relating to the pricing of the Services, the Supplier's intellectual property rights or the Supplier's business operations which the Supplier has indicated to the Authority that, if disclosed by the Authority, would cause the Supplier significant commercial disadvantage or material financial loss.

Confidential Information: means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this agreement, including but not limited to:

- a) any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;

- b) any information developed by the parties in the course of carrying out this agreement;
- c) any Commercially Sensitive Information.

Consistent Failure: shall have the meaning set out in Part 3 of Schedule 2.

Consumer Prices Index: the Consumer Prices Index as published by the Office for National Statistics from time to time, or failing such publication, such other index as the parties may agree most closely resembles such index.

Contract Year: any 12-month period starting on the Commencement Date and on each anniversary of the Commencement Date.

Controller: as defined in the Data Protection Legislation.

Data Protection Legislation: all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended [and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party].

Data Subject: as defined in the Data Protection Legislation.

[**Disaster Recovery Plan:** the disaster recovery plan [prepared pursuant to OR as set out in Error! Reference source not found. as amended from time to time].]

Dispute Resolution Procedure: the procedure set out in clause 17.

Domestic law: the law of the United Kingdom or part of the United Kingdom.

EIRs: the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

Exit Management Plan: the plan set out in 0.

FOIA: the Freedom of Information Act 2000 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

Force Majeure: any circumstance not within a party's reasonable control including, without limitation:

- a) acts of God, flood, drought, earthquake or other natural disaster;
- b) epidemic or pandemic;
- c) terrorist attack, civil war, civil commotion or riots, war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, or breaking off of diplomatic relations;
- d) nuclear, chemical or biological contamination or sonic boom;

- e) any law or action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition;
- f) collapse of buildings, fire, explosion or accident; and

but excluding any labour or trade dispute, strikes, industrial action or lockouts relating to the Supplier or the Supplier Personnel or any other failure in the Supplier's or a Sub-Contractor's supply chain.

Health and Safety Policy: the health and safety policy of the Authority being one of the Mandatory Policies.

General Change in Law: a Change in Law where the change is of a general legislative nature, or which generally affects or relates to the supply of services which are the same as, or similar to, the Services.

GHG emissions: emissions of the greenhouse gases listed at Annex A of the 1998 Kyoto Protocol to the United Nations Framework Convention on Climate Change, as may be amended from time to time including carbon dioxide (CO₂), methane (CH₄), nitrous oxide (N₂O), nitrogen trifluoride (NF₃), hydrofluorocarbons, perfluorocarbons, and sulphur hexafluoride (SF₆), each expressed as a total in units of carbon dioxide equivalent.

Information: has, for the purposes of clause 22, the meaning given under section 84 of FOIA.

Initial Term: means the duration of the agreement starting at 00.01 am on the Commencement Date and ending at 11.59 pm on the day before the [NUMBER] anniversary of the Commencement Date.

Insolvency Event: where:

- a) the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company or limited liability partnership) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;
- b) the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors [other than (being a company) for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of that other party];
- c) the Supplier applies to court for, or obtains, a moratorium under Part A1 of the Insolvency Act 1986;
- d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier (being a company, limited liability partnership or partnership) [other than for the sole

purpose of a scheme for a solvent amalgamation of that other party with one or more other companies or the solvent reconstruction of that other party];

e) an application is made to court, or an order is made, for the appointment of an administrator, or a notice of intention to appoint an administrator is given or if an administrator is appointed, over the Supplier (being a company, partnership or limited liability partnership);

f) the holder of a qualifying floating charge over the assets of the Supplier (being a company or limited liability partnership) has become entitled to appoint or has appointed an administrative receiver;

g) a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;

h) a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the other party's assets and such attachment or process is not discharged within [14] days;

i) any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (h) (inclusive);

j) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business.

Intellectual Property Rights: patents, utility models, rights to inventions, copyright and [neighbouring and] related rights, moral rights, trade marks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

KPIs: the key performance indicators for all and each part of the Services as specified in Schedule 2.

Key Personnel: those personnel identified Schedule 4 for the roles attributed to such personnel, as modified pursuant to clause 11.

Law: the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Supplier is bound to comply.

Mandatory Policies: the Authority's policies [and codes] [attached OR listed] in [Schedule 1], as amended by notification to the Supplier from time to time.

Necessary Consents: all approvals, certificates, authorisations, permissions, licences, permits, regulations and consents (whether statutory, regulatory, contractual or otherwise) necessary from time to time for the provision of the Services.

Personal Data: as defined in the Data Protection Legislation.

Processor: as defined in the Data Protection Legislation.

Prohibited Act: the following constitute Prohibited Acts:

- a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage as an inducement or reward for any improper performance of a relevant function of activity;
- b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this agreement;
- c) committing any offence: (i) under the Bribery Act 2010; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud the Authority;
- d) any activity, practice or conduct which would constitute one of the offences listed under (c) above, if such activity, practice or conduct had been carried out in the UK.

Prohibited Plastic Items: means the single-use plastic items listed in [ANNEX] to [Schedule 1].

Regulated Activity: in relation to children shall have the same meaning as set out in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006 and in relation to vulnerable adults shall have the same meaning as set out in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

Regulated Activity Provider: shall have the same meaning as set out in section 6 of the Safeguarding Vulnerable Groups Act 2006.

Relevant Requirements: all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010.

Relevant Transfer: a relevant transfer for the purposes of TUPE.

Remediation Notice: a written notice given by the Authority to the Supplier pursuant to clause 27 to initiate the Remediation Plan Process.

Remediation Plan: the plan agreed in accordance with clause 27 for the resolution of a Supplier's default in complying with its obligations under this agreement.

Remediation Plan Process: the process for resolving certain of the Supplier's defaults as set out in clause 27.

Replacement Services: any services that are identical or substantially similar to any of the Services and which the Authority receives in substitution for any of the Services following the termination or expiry of this agreement, whether those services are provided by the Authority internally or by any Replacement Supplier.

Replacement Supplier: any third party supplier of Replacement Services appointed by the Authority from time to time.

Representatives: means, in relation to party, its employees, officers, contractors, subcontractors, representatives and advisors.

Request for Information: a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

Services: the services to be delivered by or on behalf of the Supplier under this agreement, as more particularly described in Schedule 1.

[Service Credits: a sum which the Authority is entitled to deduct or invoice for a Service Failure as specified in Part 2 of Schedule 2.]

[Service Failure: a shortfall or failure by the Supplier to deliver any part of the Services in accordance with any Target KPI.]

Supplier Personnel: all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

Sustainability report: the report to be submitted to the Authority by the Supplier in accordance with clause 7.4.

Sub-Contract: any contract or agreement (or proposed contract or agreement) between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of any of the Services from that third party.

Sub-Contractor: a person with whom the Supplier enters into a Sub-Contract[, and any third party with whom that third party enters into a subcontract or its servants or agents].

Target KPI: the minimum level of performance for a KPI which is required by the Authority as set out against the relevant KPI in Schedule 2.

Term: the period of the Initial Term as may be varied by:

- a) any extension pursuant to clause 2.2; or
- b) the earlier termination of this agreement in accordance with its terms.

Termination Date: the date of expiry or termination of this agreement.

Termination Notice: any notice to terminate this agreement which is given by either party in accordance with clause 28 or clause 29.

Termination Payment Default: is defined in Schedule 3.

TUPE: the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).

UK GDPR: has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

Working Day: Monday to Friday, excluding any public holidays in England and Wales.

Working Hours: the period from 9.00am to 5.00pm on any Working Day.

- 1.2 Clause, schedule and paragraph headings shall not affect the interpretation of this
- 1.3 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.4 The schedules form part of this agreement and shall have effect as if set out in full in the body of this agreement and any reference to this agreement includes the schedules.
- 1.5 A reference to a **company** shall include any company, corporation or other body corporate, wherever and however incorporated or established.
- 1.6 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Unless expressly provided otherwise in this agreement, a reference to legislation or a legislative provision is a reference to it as amended, extended or re-enacted and includes any subordinate legislation made under it, in each case from time to time.
- 1.9 A reference to **writing** or **written** excludes fax [but not **OR** and] e-mail.
- 1.10 [Any obligation in this agreement on a person not to do something includes an obligation not to agree or allow that thing to be done.]
- 1.11 A reference to this agreement or to any other agreement or document is a reference to this agreement or such other agreement or document as varied from time to time.
- 1.12 References to clauses and schedules are to the clauses and schedules of this agreement and references to paragraphs are to paragraphs of the relevant schedule.
- 1.13 Any words following the terms including, include, in particular or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

- 1.14 If there is any conflict or ambiguity between any of the provisions in the main body of this agreement and the schedules, such conflict or inconsistency shall be resolved according to the following order of priority:
- (a) the clauses of the agreement;
 - (b) **Schedule 1** to this agreement;
 - (c) the remaining schedules to this agreement other than **Error! Reference source not found.**;
 - (d) **Error! Reference source not found.** to this agreement.

Where there is any conflict or inconsistency between the provisions of this agreement and the requirements of a Necessary Consent, then the latter shall prevail, provided that the Supplier has made all reasonable attempts to obtain a Necessary Consent in line with the requirements of the Services and the Supplier has notified the Authority in writing.

Commencement and duration

2. Commencement and duration

- 2.1 This agreement shall take effect on the Commencement Date and shall continue for the Term.
- 2.2 The Authority may, by giving the Supplier not less than [NUMBER] months' written notice prior to expiry of the Initial Term, request the extension of this agreement in respect of the whole (or part) of the Services and on the same terms mutatis mutandis, for a period of up to [NUMBER] years from the day following expiry of the Initial Term.

3. Due diligence and Supplier's warranty

- 3.1 The Supplier acknowledges and confirms that:
- (a) the Authority has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this agreement;
 - (b) it has made and shall make its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied or made available to it by or on behalf of the Authority pursuant to clause **3.1(a)**;
 - (c) it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Authority before the Commencement Date) of all relevant details relating to the performance of its obligations under this agreement (including without limitation the suitability of Authority Premises); and
 - (d) it has entered into this agreement in reliance on its own due diligence.

- 3.2 No representations, warranties or conditions are given or assumed by the Authority in respect of any information which is provided to the Supplier by the Authority and any such representations, warranties or conditions are excluded, save to the extent that such exclusion is prohibited by law.
- 3.3 The Supplier:
- (a) warrants and represents that all information and statements made by the Supplier as a part of the procurement process, including without limitation the Supplier's Tender or response to any pre-qualification questionnaire (if applicable), remains true, accurate and not misleading, save as may have been specifically disclosed in writing to the Authority prior to execution of the agreement; and
 - (b) shall promptly notify the Authority in writing if it becomes aware during the performance of this agreement of any inaccuracies in any information provided to it by the Authority during such due diligence which materially and adversely affects its ability to perform the Services or meet any Target KPIs.
- 3.4 The Supplier shall not be entitled to recover any additional costs or charges from the Authority arising as a result of, nor be relieved from any of its obligations under this agreement on the ground of, any matters or inaccuracies notified to the Authority by the Supplier in accordance with clause 3.3(b), save where such additional costs or adverse effect on performance have been caused by the Supplier having been provided with fundamentally misleading information by or on behalf of the Authority and the Supplier could not reasonably have known that the information was incorrect or misleading at the time such information was provided. If this exception applies, the Supplier may recover such reasonable additional costs from the Authority or shall be relieved from performance of certain obligations as shall be determined by the Change Control Procedure.

The services

4. Supply of services

- 4.1 The Supplier shall provide the Services to the Authority with effect from the [Commencement Date **OR** [DATE]] for the duration of the Term in accordance with the provisions of this agreement, including without limitation **Schedule 1** and **Schedule 2**.
- 4.2 In providing the Services, the Supplier shall at all times:
- (a) without prejudice to clause **5**, provide the Services with reasonable care and skill and in accordance with Best Industry Practice;

- (b) ensure that all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
- (c) obtain, maintain and comply with all Necessary Consents at its own cost (unless otherwise agreed in writing with the Authority).
- (d) allocate sufficient resources to provide the Services in accordance with the terms of this agreement;
- (e) ensure that any of the Supplier's Personnel who are engaged in the provision of any of the Services shall, if required by the Authority, attend such meetings at the premises of the Authority or elsewhere as may be reasonably required by the Authority; and
- (f) provide such reasonable co-operation and information in relation to the Services to such of the Authority's other suppliers as the Authority may reasonably require for the purposes of enabling any such person to create and maintain any interfaces reasonably required by the Authority.

5. KPIs

- 5.1 Where any Service is stated in **Schedule 2** to be subject to a specific KPI, the Supplier shall provide that Service in such a manner as will ensure that the Achieved KPI in respect of that Service is equal to or higher than the corresponding Target KPI to such specific KPI.
- 5.2 If the existing Services are varied or new Services are added, Target KPIs for the same will be determined by the parties and included within **Schedule 2**.
- 5.3 The Supplier shall provide monthly reports summarising the Achieved KPIs as provided for in clause **15**.
- 5.4 [In the event that any Achieved KPI falls short of the relevant Target KPI, without prejudice to any other rights the Authority may have, the provisions of **Error! Bookmark not defined.****Error! Reference source not found.** shall apply.]

6. Compliance and change in laws

- 6.1 In performing its obligations under this agreement, the Supplier shall at all times comply with:
 - (a) all applicable Law;
 - (b) the Mandatory Policies.

The Supplier shall maintain such records as are necessary pursuant to the Laws and Mandatory Policies and shall promptly on request make them available for inspection by any relevant authority that is entitled to inspect them and by the Authority (or its authorised representative).

- 6.2 Without limiting the generality of the obligation under clause 6.1, the Supplier shall (and shall procure that the Supplier Personnel shall) perform its obligations under this agreement (including those in relation to the Services) in accordance with:
- (a) all applicable Law regarding health and safety; and
 - (b) the Health and Safety Policy whilst at the Authority Premises.
- 6.3 Each Party shall notify the other as soon as practicable of any health and safety incidents or material health and safety hazards at the Authority Premises of which it becomes aware and which relate to or arise in connection with the performance of this agreement. The Supplier shall instruct the Supplier Personnel to adopt any necessary associated safety measures in order to manage any such material health and safety hazards.
- 6.4 Without limiting the general obligation set out in clause 6.1, the Supplier shall (and shall procure that the Supplier Personnel shall):
- (a) perform its obligations under this agreement (including those in relation to the Services) in accordance with:
 - (i) all applicable equality law (whether in relation to race, sex, gender reassignment, age, disability, sexual orientation, religion or belief, pregnancy, maternity or otherwise);
 - (ii) [the Authority's equality and diversity policy as provided to the Supplier from time to time;]
 - (iii) [any other requirements and instructions which the Authority reasonably imposes in connection with any equality obligations imposed on the Authority at any time under applicable equality Law;]
 - (b) take all necessary steps, and inform the Authority of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal, or the Equality and Human Rights Commission or any successor organisation.
- 6.5 The Supplier shall monitor and shall keep the Authority informed in writing of any changes in the Law which may impact the Services and shall provide the Authority with timely details of measures it proposes to take and changes it proposes to make to comply with any such changes. The Supplier shall only implement such changes in accordance with the Change Control Procedure.

6.6 The Supplier shall neither be relieved of its obligations to supply the Services in accordance with the terms of this agreement nor be entitled to an increase in the Charges as the result of a General Change in Law.

7. **Supplier environmental obligations**

7.1 The Supplier shall ensure that:

- (a) its operations comply with all applicable environmental Law, including in relation to waste disposal, GHG emissions and the handling of hazardous and toxic materials;
- (b) the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with environmental Law;
- (c) it will only use packaging materials that comply with applicable environmental Law.

7.2 The Supplier shall have in place a suitable environmental management system for managing its environmental risks, which as a minimum must:

- (a) assess the environmental impact of all past, current and future operations;
- (b) specify steps to continuously improve environmental performance, and reduce pollution, emissions and waste;
- (c) specify measures to reduce the use of all raw materials, energy and supplies;
- (d) require Supplier Personnel to be trained in environmental matters.

7.3 The Supplier shall, in performing its obligations under this agreement:

- (a) [comply with any environmental related KPIs [in Schedule 2];]
- (b) not provide to the Authority any goods or deliverables comprising wholly or partly of Prohibited Plastic Items;
- (c) not use any goods or deliverables which comprise wholly or party of a Prohibited Plastic Item to provide the Services unless the use is either related to management of the Supplier's general operations, or otherwise agreed in writing with the Authority;
- (d) minimise the release of GHG emissions, air pollutants and other substances damaging to health and the environment in providing the Services taking into account factors including the locations from which materials are sourced, transport of materials, work-related travel by Supplier Personnel, emissions from Supplier offices and equipment[; **OR** .]
- (e) [[OTHERS].]

- 7.4 On each anniversary of the Commencement Date, the Supplier shall complete and submit to the Authority a Sustainability Report in relation to the Services being provided, which shall [be in the form specified in Schedule 4 and] include contain information on:
- (a) the Supplier's GHG emissions using the most recent government conversion factors for greenhouse gas reporting;
 - (b) the Supplier's water use (in metres cubed);
 - (c) the Supplier's energy consumption relating to assets used at Authority Premises or other locations;
 - (d) transport use (and resulting GHG emissions) for goods delivered to, or Supplier Personnel travel to, Authority Premises or other Authority locations;
 - (e) volume of waste produced at Authority Premises or other locations that relate to the provision of the Services; and
 - (f) the overall sustainability impact of the Services, including improvements identified by the Supplier, new policies or targets adopted to reduce the environmental impact of the Supplier's operations and contributions towards any Authority environmental policies or targets.
- 7.5 The Authority may audit the Supplier's compliance with this clause 7 in accordance with clause 25.

8. Use of Authority Premises and Assets

- 8.1 With effect from the Commencement Date, the Authority shall grant the Supplier a non-exclusive and revocable licence to enter the Authority Premises for the sole purpose of providing the Services to the Authority. The licence shall be subject to the conditions of this agreement, is personal to the Supplier and is not deemed to create a relationship of landlord and tenant between the parties.
- 8.2 The licence granted pursuant to clause 8.1 shall terminate immediately on the Termination Date.
- 8.3 The Supplier shall ensure that visiting or using the Authority Premises, the Supplier Personnel shall:
- (a) keep the Authority Premises clean, tidy and properly secure;
 - (b) co-operate as far as may be reasonably necessary with the Authority's employees;
 - (c) act in such a way as to avoid causing unreasonable or unnecessary disruption to the routine and procedures of the Authority; and

- (d) comply with all the rules and regulations that the Authority notifies to the Supplier from time to time [in writing] relating to the use and security of the Authority Premises.

8.4 The Supplier shall ensure that the Supplier Personnel shall not:

- (a) obstruct access to the Authority Premises, or any part of them; or
- (b) do or permit to be done on the Authority's Premises anything which is illegal or which may be or become a nuisance, damage, inconvenience or disturbance to the Authority or the occupiers of or visitors to the Authority Premises.

8.5 The Supplier shall ensure that any Authority Assets are:

- (a) used with all reasonable care and skill and in accordance any manufacturer guidelines or instructions;
- (b) kept properly secure; and
- (c) not removed from the Authority Premises unless expressly permitted under this agreement or agreed in writing with by the Authority's Authorised Representative.

8.6 The Authority shall maintain and repair the Authority Assets but where such maintenance or repair arises directly from the act, omission, default or negligence of the Supplier Personnel (fair wear and tear excluded) the costs incurred by the Authority in maintaining and repairing the same shall be recoverable from the Supplier as a debt.

8.7 The Supplier shall notify the Authority immediately on becoming aware of any damage caused by the Supplier Personnel to any property of the Authority or other recipient of the Services, or to any of the Authority Premises in the course of providing the Services. The Supplier shall be responsible for the reasonable costs of repair or replacement and, without prejudice to its other rights and remedies under this agreement or otherwise, the Authority shall be entitled to set off such reasonable costs of repair or replacement against sums owing to the Supplier under this agreement.

8.8 Subject to the requirements of clause 32 and the Exit Management Plan, in the event of the expiry or termination of the agreement, the Authority shall on reasonable notice provide the Supplier with such access as the Supplier reasonably requires to the Authority Premises to remove any of the Supplier's equipment. All such equipment shall be promptly removed by the Supplier.

9. Charges, invoicing and payment

9.1 To be agreed

10. Interest

- 10.1 Each party shall pay interest on any sum due under this agreement, calculated as follows:
- (a) Rate. 4% a year above the Bank of England's base rate from time to time, but at 4% a year for any period when that base rate is below 0%.
 - (b) Period. From when the overdue sum became due, until it is paid.

Staff

11. Key personnel

- 11.1 Each party shall appoint the persons named as such in Schedule 4 as the individuals who shall be responsible for the matters allocated to such Key Personnel. The Key Personnel shall be those people who are identified by each party as being key to the success of the implementation and/or operation of the Services and who shall be retained on the implementation and/or operation of the Services for such time as a person is required to perform the role which has been allocated to the applicable Key Personnel. The Key Personnel shall have the authority to act on behalf of their respective party on the matters for which they are expressed to be responsible.
- 11.2 The Supplier shall not remove or replace any of the Key Personnel unless:
- (a) required to do so by the Authority in accordance with clause 12.2 or clause 12.3;
 - (b) the person is on long-term sick leave;
 - (c) the element of the Services in respect of which the individual was engaged has been completed to the Authority's satisfaction;
 - (d) the person resigns from their employment with the Supplier; or
 - (e) the Supplier obtains the prior written consent of the Authority.
- 11.3 Each party shall ensure that the role of each of its Key Personnel is not vacant (in terms of a permanent representative) for more than [NUMBER] Working Days. Any replacement shall be as, or more, qualified and experienced as the previous incumbent and fully competent to carry out the tasks assigned to the Key Personnel whom they have replaced. A temporary replacement shall be identified with immediate effect from the Supplier or the Authority becoming aware of the role becoming vacant.
- 11.4 If the Supplier replaces the Key Personnel as a consequence of this clause 11, the cost of effecting such replacement shall be borne by the Supplier.

12. Supplier Personnel

- 12.1 At all times, the Supplier shall ensure that:
- (a) each of the Supplier Personnel is suitably qualified, adequately trained and capable of providing the applicable Services in respect of which they are engaged;
 - (b) there is an adequate number of Supplier Personnel to provide the Services properly;
 - (c) only those people who are authorised by the Supplier (under the authorisation procedure to be agreed between the parties) are involved in providing the Services; and
 - (d) all of the Supplier Personnel comply with the Mandatory Policies.
- 12.2 The Authority may refuse to grant access to, and remove, any of the Supplier Personnel who do not comply with any of the Mandatory Policies, or if they otherwise present a security threat.
- 12.3 The Supplier shall replace any of the Supplier Personnel whom the Authority reasonably decides have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Supplier Personnel for any reason, the Supplier shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the Services.
- 12.4 The Supplier shall maintain up-to-date personnel records on the Supplier Personnel engaged in the provision of the Services and shall provide information to the Authority as the Authority reasonably requests on the Supplier Personnel. The Supplier shall ensure that the Supplier Personnel cannot be individually identified from the information so provided.
- 12.5 [The Supplier shall use its reasonable endeavours to ensure continuity of personnel and to ensure that the turnover rate of its staff engaged in the provision or management of the Services is at least as good at the prevailing industry norm for similar services, locations and environments.]

13. Safeguarding children and vulnerable adults

- 13.1 The parties acknowledge that the Supplier is a Regulated Activity Provider with ultimate responsibility for the management and control of the Regulated Activity provided under this agreement and for the purposes of the Safeguarding Vulnerable Groups Act 2006.
- 13.2 The Supplier shall:

- (a) ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service (DBS); and
 - (b) monitor the level and validity of the checks under this clause 13.2 for each member of staff;
 - (c) not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users.
- 13.3 The Supplier warrants that at all times for the purposes of this agreement it has no reason to believe that any person who is or will be employed or engaged by the Supplier in the provision of the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any regulations made thereunder.
- 13.4 The Supplier shall immediately notify the Authority of any information that it reasonably requests to enable it to be satisfied that the obligations of this clause 13 have been met.
- 13.5 The Supplier shall refer information about any person carrying out the Services to the DBS where it removes permission for such person to carry out the Services (or would have, if such person had not otherwise ceased to carry out the Services) because, in its opinion, such person has harmed or poses a risk of harm to [the service users **OR** children **OR** vulnerable adults].]

14. TUPE

The parties agree that the provisions of **Error! Reference source not found.** shall apply to any Relevant Transfer of staff under this agreement.

Contract management

15. Review and monitoring

- 15.1 Each party shall nominate an Authorised Representative who will have authority to act on its behalf and contractually bind it in respect of all matters relating to the performance of this agreement. The first Authorised Representatives are listed in Schedule 4. The Authorised Representatives will co-ordinate and manage the provision of the Services and work with each other to address any problems that arise in connection with the Services (including by signing Change Control Notes).
- 15.2 Each party shall use all reasonable endeavours to ensure that the same person acts as its Authorised Representative throughout the Term, but may, following reasonable notice

to the other party, replace that person from time to time where reasonably necessary in the interests of its business.

- 15.3 The Authorised Representatives shall meet at not less than monthly intervals to monitor and review the performance of this agreement, including the achievement of the Target KPIs. Such meetings shall be minuted by the Authority's Authorised Representative and copies of those minutes shall be circulated to and approved by both parties.
- 15.4 Without prejudice to any other reports required under this agreement, in advance of each meeting to be held in accordance with clause 15.3:
- (a) the Supplier shall provide the Authority with a monthly written report detailing its performance against each of the KPIs and identifying any issues regarding the performance of the agreement for discussion at the meeting; and
 - (b) the Authority shall notify the Supplier of any concerns it has regarding the performance of the agreement for discussion at the meeting.
- 15.5 At the meeting, the parties shall agree a plan to address any problems identified in the performance of the agreement. In the event of any problem being unresolved, or a failure to agree on the plan, the procedures set out in clause 27 shall apply. Progress in implementing the plan shall be included in the agenda for the next monthly meeting.
- 15.6 A review meeting to assess the Supplier's performance of its obligations under this agreement shall be held at [six-monthly] intervals throughout the Term. Each meeting shall be attended by senior representatives of each party, together with the Authorised Representatives.
- 15.7 The Authority may increase the extent to which it monitors the performance of the Services if the Supplier fails to meet the Target KPIs or fails to fulfil its other obligations under this agreement. The Authority shall give the Supplier prior notification of its intention to increase the level of its monitoring. The Supplier shall bear its own costs in complying with such enhanced monitoring as is conducted by the Authority pursuant to this clause 15.7.
- 15.8 The Supplier shall submit any other management reports to the Authority in the form and at the interval specified in Schedule 4, or as specified elsewhere in this agreement.

16. Change control, benchmarking and continuous improvement

- 16.1 Any requirement for a Change shall be subject to the Change Control Procedure.
- 16.2 [The parties shall comply with the provisions of **Error! Reference source not found.** (Benchmarking).]

- 16.3 The Supplier shall throughout the Term seek ways to derive efficiencies with respect to delivery of the Services, and use all reasonable endeavours to ensure that the Authority receives the benefit of any such efficiencies.
- 16.4 Where the Supplier identifies a potential efficiency:
- (a) it shall promptly inform the Authority and shall advise the Authority whether, in the Supplier's professional opinion, the implementation of any change necessary to enable the Authority to enjoy that benefit is desirable (in view of quality, reliability and other relevant factors as well as price); and
 - (b) if the Authority concludes that the implementation of the necessary change is desirable, the Supplier shall implement the change.
- 16.5 Where the achievement of the benefit by the Authority would necessitate the making of a Change Control Note, the Change Control Procedure shall apply but the Supplier shall not be entitled to object to the proposed change. Any benefits arising from any such change as is referred to in this clause 16 (including any consequent reductions in the Charges) shall accrue solely to the Authority.

17. Dispute resolution

- 17.1 If a dispute arises out of or in connection with this agreement or the performance, validity or enforceability of it (**Dispute**) then[, except as expressly provided in this agreement,] the parties shall follow the procedure set out in this clause:
- (a) either party shall give to the other written notice of the Dispute, setting out its nature and full particulars (**Dispute Notice**), together with relevant supporting documents. On service of the Dispute Notice, the Authorised Representatives shall attempt in good faith to resolve the Dispute;
 - (b) if the Authorised Representatives are for any reason unable to resolve the Dispute within [30] Working Days of service of the Dispute Notice, the Dispute shall be referred to the Authority's [SENIOR OFFICER TITLE] and the Supplier's [SENIOR OFFICER TITLE] who shall attempt in good faith to resolve it;
 - (c) if the Authority's [SENIOR OFFICER TITLE] and the Supplier's [SENIOR OFFICER TITLE] are for any reason unable to resolve the Dispute within [30] Working Days of it being referred to them, the parties will attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties within [NUMBER] Working Days of referral of the Dispute Notice, the mediator will be nominated by CEDR. To initiate the mediation, a party must serve notice in writing (**ADR notice**) to the other party to the Dispute, referring the dispute to mediation. [A copy of the ADR notice should be sent to CEDR];

- (d) [if there is any point on the logistical arrangements of the mediation, other than nomination of the mediator, upon which the parties cannot agree within [NUMBER] Working Days from the date of the ADR notice, where appropriate, in conjunction with the mediation, CEDR will be requested to decide that point for the parties having consulted with them; and]
 - (e) Unless otherwise agreed between the parties, the mediation will start not later than [NUMBER] Working Days after the date of the ADR notice.
- 17.2 The commencement of mediation shall not prevent the parties commencing or continuing court proceedings.
- 17.3 If for any reason the Dispute is not resolved within [NUMBER] Working Days of commencement of the mediation, the Dispute shall be referred to and finally resolved by the courts of England and Wales in accordance with clause 44.

18. Sub-Contracting

- 18.1 Subject to clause 18.3, neither party shall assign, novate, subcontract or otherwise dispose of any or all of its rights and obligations under this agreement without the prior written consent of the other party, neither may the Supplier sub-contract the whole or any part of its obligations under this agreement except with the express prior written consent of the Authority, such consent not to be unreasonably withheld.
- 18.2 In the event that the Supplier enters into any Sub-Contract in connection with this agreement it shall:
- (a) remain responsible to the Authority for the performance of its obligations under the agreement notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;
 - (b) impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this agreement and shall procure that the Sub-Contractor complies with such terms; and
 - (c) provide a copy, at no charge to the Authority, of any such Sub-Contract on receipt of a request for such by the Authority's Authorised Representative.
- 18.3 The Authority shall be entitled to novate (and the Supplier shall be deemed to consent to any such novation) the agreement to any other body which substantially performs any of the functions that previously had been performed by the Authority.

Liability

19. Indemnities

- 19.1 Subject to **Error! Bookmark not defined.****Error! Reference source not found.**, the Supplier shall indemnify and keep indemnified the Authority against all liabilities, costs, expenses, damages and losses incurred by the Authority arising out of or in connection with:
- (a) the Supplier's breach or negligent performance or non-performance of this agreement;
 - (b) any claim made against the Authority arising out of or in connection with the provision of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of this agreement by the Supplier or Supplier Personnel;
 - (c) the enforcement of this agreement.

20. Limitation of liability

- 20.1 The Supplier has obtained insurance cover in respect of certain aspects its own legal liability for individual claims not exceeding £[AMOUNT] per claim. [The Supplier has been unable to obtain insurance in respect of certain types of liability at a commercially viable price.] The limits and exclusions in this clause reflect the insurance cover the Supplier has been able to arrange and the Authority is responsible for making its own arrangements for the insurance of any excess liability.
- 20.2 References to liability in this clause 20 include every kind of liability arising under or in connection with this agreement including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 20.3 Nothing in this clause 20 shall limit the Authority's payment obligations under this agreement.
- 20.4 Nothing in this clause 20 shall limit any liability under:
- (a) clause 26 (*IPR indemnity*)
 - (b) the indemnities in **Error! Reference source not found.** (*TUPE*)
 - (c) breach of clause 31 (*Bribery*)
 - (d) [[OTHERS].]
- 20.5 Nothing in this agreement limits any liability which cannot legally be limited, including for:
- (a) death or personal injury caused by negligence;
 - (b) fraud or fraudulent misrepresentation; and

- (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).

20.6 Subject to [Error! Bookmark not defined.Error! Reference source not found.] clause 20.4 and clause 20.5, the Supplier's total aggregate liability to the Authority:

- (a) for loss arising from the Supplier's failure to comply with its data processing obligations under clause 23 shall not exceed £[AMOUNT];
- (b) in respect of physical damage to the Authority's (or third party's) property caused or arising by reason of any act or omission of the Supplier or Supplier Personnel, shall not exceed £[AMOUNT LINKED TO RELEVANT INSURANCE POLICY] for any one event or series of connected events; and
- (c) in respect of all other claims, losses or damages arising in each Contract Year, shall not exceed the cap.

20.7 In clause 20.6(c):

- (a) The cap is the greater of £[MINIMUM AMOUNT] and [NUMBER IN WORDS] per cent ([PERCENTAGE]%) of the total charges in the Contract Year in which the breaches occurred; and
- (b) The total charges mean the sum of the Charges paid by the Authority and all Charges payable under this agreement in respect of Services actually supplied by the Supplier, whether or not invoiced by the Authority.

20.8 Subject to [clause 20.1.] clause 20.3, clause 20.4 and clause 20.5, the Authority's total aggregate liability in respect of all claims, (other than a failure to pay any of the Charges that are properly due and payable and for which the Authority shall remain fully liable), losses or damages arising in each Contract Year shall not exceed the cap.

20.9 In clause 20.8:

- (a) The cap is the greater of £[MINIMUM AMOUNT] and [NUMBER IN WORDS] per cent ([PERCENTAGE]%) of the total charges in the Contract Year in which the breaches occurred.
- (b) The total charges mean the sum of the Charges paid by the Authority and all Charges payable under this agreement in respect of Services actually supplied by the Supplier, whether or not invoiced by the Authority.

20.10 Subject to [clause 20.1,]clause 20.3, clause 20.4 and clause 20.5, clause 20.10(b) identifies the kinds of loss that are not excluded. Subject to that, clause 20.10(a) excludes specified types of loss.

- (a) Types of loss wholly excluded:

- (i) Loss of profits.
 - (ii) Loss of sales or business.
 - (iii) Loss of agreements or contracts.
 - (iv) Loss of anticipated savings.
 - (v) Loss of use or corruption of software, data or information.
 - (vi) Loss of or damage to goodwill.
 - (vii) Indirect or consequential loss.
- (b) Types of loss and specific losses are not excluded:
- (i) Sums paid by the Authority to the Supplier pursuant to the agreement in respect of any Services not provided in accordance with the agreement.
 - (ii) Wasted expenditure.
 - (iii) Additional costs of procuring and implementing replacements for, or alternatives to, Services not provided in accordance with the agreement. These include consultancy costs, additional costs of management time
 - (iv) Losses incurred by the Authority arising out of or in connection with any third party claim against the Authority which has been caused by the act or omission of the Supplier. For these purposes, third party claims shall include demands, fines, penalties, actions, investigations or proceedings, including those made or commenced by Sub-Contractors, the Supplier's Personnel, regulators and customers of the Authority.
 - (v) Anticipated savings in respect of [INDICATION OF SOURCE OF SAVINGS].
 - (vi) [OTHER SPECIFIC LOSSES.]

20.11 The Supplier has given commitments as to compliance of the Services with relevant specifications in clause 4.2 and clause 5. In view of these commitments, the terms implied by sections 3[, 4] and 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from this agreement.

20.12 Unless a party notifies the other party that it intends to make a claim in respect of an event within the notice period, the other party shall have no liability for that event. The notice period for an event shall start on the day on which the party wishing to make a claim became, or ought reasonably to have become aware of [the event having occurred **OR** its having grounds to make a claim in respect of the event] and shall expire [NUMBER] months from that date. The notice must be in writing and must identify the event and the grounds for the claim in reasonable detail.

21. Insurance

21.1 The Supplier shall at its own cost effect and maintain with reputable insurance companies insurance policies to cover its liabilities under this agreement providing [as a minimum the levels of cover set out in **Error! Reference source not found.** OR as a minimum the following levels of cover:

- (a) public liability insurance with a limit of indemnity of at least £[AMOUNT] million in relation to any one claim or series of claims;
- (b) employer's liability insurance with a limit of at least £[AMOUNT] million per claim **OR** in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims;
- (c) professional indemnity insurance with a limit of indemnity of not less than £[AMOUNT] million in relation to any one claim or series of claims and shall ensure that all professional consultants or Sub-Contractors involved in the provision of the Services hold and maintain appropriate cover;
- (d) product liability insurance with a limit of at least £[IAMOUNT] million in relation to any one claim or series of claims,]

(the **Required Insurances**). The cover shall be in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of the agreement, including death or personal injury, loss of or damage to property or any other loss. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier.

21.2 The Supplier shall give the Authority, on request, copies of all insurance policies referred to in this clause or a broker's verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.

21.3 If, for whatever reason, the Supplier fails to give effect to and maintain the Required Insurances, the Authority may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

21.4 The terms of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the agreement.

21.5 [The Supplier shall hold and maintain the Required Insurances for a minimum of six years following expiry or earlier termination of the agreement.]

Information

22. Freedom of information

- 22.1 The Supplier acknowledges that the Authority is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
- (a) provide all necessary assistance and cooperation as reasonably requested by the Authority to enable the Authority to comply with its obligations under the FOIA and EIRs;
 - (b) transfer to the Authority all Requests for Information relating to this agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
 - (c) provide the Authority with a copy of all Information belonging to the Authority requested in the Request for Information which is in its possession or control in the form that the Authority requires within 5 Working Days (or such other period as the Authority may reasonably specify) of the Authority's request for such Information; and
 - (d) not respond directly to a Request for Information unless authorised in writing to do so by the Authority.
- 22.2 The Supplier acknowledges that the Authority may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Authority shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Authority shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information or any other information is exempt from disclosure in accordance with the FOIA or the EIRs.
- 22.3 Notwithstanding any other term of this agreement, the Supplier consents to the publication of this agreement in its entirety (including variations), subject only to the redaction of information that the Authority considers is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.
- 22.4 The Authority shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion. The Supplier shall assist and co-operate with the Authority to enable the Authority to publish this agreement.

23. Data processing

- 23.1 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 23 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.
- 23.2 The parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor. Schedule 9 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.
- 23.3 Without prejudice to the generality of clause 23.1, the Authority will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this agreement.
- 23.4 Without prejudice to the generality of clause 23.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this agreement:
- (a) process that Personal Data only on the documented written instructions of the Authority which are set out in Schedule 9, unless the Supplier is required by Domestic Law to otherwise process that Personal Data. Where the Supplier is relying on Domestic Law as the basis for processing Personal Data, the Supplier shall promptly notify the Authority of this before performing the processing required by Domestic Law unless the Domestic Law prohibits the Supplier from so notifying the Customer;
 - (b) ensure that it has in place appropriate technical and organisational measures (as defined in the Data Protection Legislation), reviewed and approved by the Authority, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - (c) ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;

- (d) not transfer any Personal Data outside of the UK unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
 - (i) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with the reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
- (e) notify the Authority immediately if it receives:
 - (i) a request from a Data Subject to have access to that person's Personal Data;
 - (ii) a request to rectify, block or erase any Personal Data;
 - (iii) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation (including any communication from the Information Commissioner);
- (f) assist the Authority in responding to any request from a Data Subject and in ensuring compliance with the Authority's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- (g) notify the Authority without undue delay on becoming aware of a Personal Data breach including without limitation any event that results, or may result, in unauthorised access, loss, destruction, or alteration of Personal Data in breach of this agreement;
- (h) at the written direction of the Authority, delete or return Personal Data and copies thereof to the Customer on termination or expiry of the agreement unless required by Domestic Law to store the Personal Data;
- (i) maintain complete and accurate records and information to demonstrate its compliance with this clause 23 and allow for audits by the Authority or the Authority's designated auditor pursuant to clause 25 and immediately inform the Customer if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation.

23.5 The Supplier's liability for losses arising from breaches of this clause is as set out in clause 20.6(a).

- 23.6 Where the Supplier wishes to appoint a subprocessor to process any Personal Data relating to this agreement, such subprocessor shall constitute a Sub-Contractor and the Supplier shall:
- (a) notify the Authority in writing of the intended processing by the Sub-Contractor;
 - (b) obtain prior written consent from the Authority;
 - (c) enter into a written agreement incorporating terms which are substantially similar to those set out in this clause 23.
- 23.7 [Either party may, at any time on not less than 30 Working Days' written notice to the other party, revise this clause 23 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when replaced by attachment to this agreement).]

24. Confidentiality

- 24.1 The provisions of this clause do not apply to any Confidential information:
- (a) is or becomes available to the public (other than as a result of its disclosure by the receiving party or its Representatives in breach of this clause);
 - (b) was available to the receiving party on a non-confidential basis before disclosure by the disclosing party;
 - (c) was, is, or becomes available to the receiving party on a non-confidential basis from a person who, to the receiving party's knowledge, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from disclosing the information to the receiving party;
 - (d) the parties agree in writing is not confidential or may be disclosed;
 - (e) which is disclosed by the Authority on a confidential basis to any central government or regulatory body.
- 24.2 Each party shall keep the other party's Confidential Information secret and confidential and shall not:
- (a) use such Confidential Information except for the purpose of exercising or performing its rights and obligations under or in connection with this agreement (**Permitted Purpose**); or
 - (b) disclose such Confidential information in whole or in part to any third party, except as expressly permitted by this clause 24.
- 24.3 A party may disclose the other party's Confidential information to those of its Representatives who need to know such Confidential Information for the Permitted Purpose, provided that:

- (a) it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
- (b) it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,
- (c) and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 24.2.

24.4 A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law (including under the FOIA or EIRs), by any governmental or other regulatory authority or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of such disclosure as possible.

24.5 The provisions of this clause 24 shall survive for a period of [INSERT] years from the Termination Date.

25. Audit

25.1 During the Term and for a period of [NUMBER] years after the Termination Date, the Supplier shall allow the Authority (acting by itself or through its Representatives) to access any of the Supplier's premises, systems, Supplier Personnel and relevant records as may reasonably be required to:

- (a) fulfil any legally enforceable request by any regulatory body;
- (b) verify the accuracy of Charges or identify suspected fraud;
- (c) review the integrity, confidentiality and security of any data relating to the Authority or any service users;
- (d) review the Supplier's compliance with the Data Protection Legislation and the FOIA, in accordance with clause 23 (Data Protection) and clause 22 (Freedom of Information), and any other legislation applicable to the Services; or
- (e) verify that the Services are being provided and all obligations of the Supplier are being performed in accordance with this agreement.

25.2 Except where an audit is imposed on the Authority by a regulatory body or where the Authority has reasonable grounds for believing that the Supplier has not complied with its obligations under this agreement, the Authority may not conduct an audit under this clause 25 more than [twice] in any calendar year.

25.3 The Authority shall use its reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services.

- 25.4 Subject to the Authority's obligations of confidentiality, the Supplier shall on demand provide the Authority and any relevant regulatory body (and/or their agents or representatives) with all reasonable co-operation and assistance in relation to each audit, including:
- (a) all information requested by the above persons within the permitted scope of the audit;
 - (b) reasonable access to any sites and to any equipment used (whether exclusively or non-exclusively) in the performance of the Services; and
 - (c) access to the Supplier Personnel.
- 25.5 The Authority shall endeavour to (but is not obliged to) provide at least [15] Working Days' notice of its intention or, where possible, a regulatory body's intention, to conduct an audit.
- 25.6 The parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this clause, unless the audit identifies a material failure by the Supplier to perform its obligations under this agreement in any material manner in which case the Supplier shall reimburse the Authority for all the Authority's reasonable costs incurred in the course of the audit.
- 25.7 If an audit identifies that:
- (a) the Supplier has failed to perform its obligations under this agreement, the provisions of clause 27 shall apply;
 - (b) the Authority has overpaid any Charges, the Supplier shall pay to the Authority the amount overpaid within [20] days from the date of receipt of an invoice or notice to do so. The Authority may deduct the relevant amount from the Charges if the Supplier fails to make this payment; and
 - (c) the Authority has underpaid any Charges, the Authority shall pay to the Supplier the amount of the underpayment within [NUMBER] days from the date of receipt of an invoice for such amount.

26. Intellectual property

- 26.1 In the absence of prior written agreement by the Authority to the contrary, all Intellectual Property Rights created by the Supplier or Supplier Personnel:
- (a) in the course of performing the Services; or
 - (b) exclusively for the purpose of performing the Services,
- shall vest in the Authority on creation.

26.2 The Supplier shall indemnify the Authority against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Right by the availability of the Services, except to the extent that they have been caused by or contributed to by the Authority's acts or omissions.

27. Remediation Plan Process

27.1 Subject to Clause 27.2, if the Supplier is in default in complying with any of its obligations under this agreement and the default is capable of remedy, the Authority may not terminate this agreement without first operating the Remediation Plan Process. If the Supplier commits such a default, the Authority shall give a Remediation Notice to the Supplier which shall specify the default in outline and the actions the Supplier needs to take to remedy the default.

27.2 The Authority shall be under no obligation to initiate the Remediation Plan Process if it issues a notice to terminate in the circumstances set out in clause 28.1(a), clause 28.1(d), clause 28.1(e), clause 28.1(f), clause 28.1(g), clause 28.1(h)[, clause 28.1(i)] and clause 28.1(j).

27.3 Within [NUMBER] Business Days of receipt of a Remediation Notice, the Supplier shall:

- (a) submit a draft Remediation Plan, even if it disputes that it is responsible for the matters which are the subject of the Remediation Notice; or
- (b) inform the Authority that it does not intend to submit a Remediation Plan, in which event the Authority shall be entitled to serve a Termination Notice.

27.4 The Authority shall either approve the draft Remediation Plan within [NUMBER] Business Days of its receipt pursuant to Clause 27.3(a), or it shall inform the Supplier why it cannot accept the draft Remediation Plan. In such circumstances, the Supplier shall address all such concerns in a revised Remediation Plan, which it shall submit to the Authority within [NUMBER] Business Days of its receipt of the Authority's comments. If no such notice is given, the Supplier's draft Remediation Plan shall be deemed to be agreed.

27.5 Once agreed, the Supplier shall immediately start work on the actions set out in the Remediation Plan.

27.6 If, despite the measures taken under clause 27.4, a Remediation Plan cannot be agreed within [NUMBER] Business Days then the Authority may elect to end the Remediation Plan Process and serve a Termination Notice.

- 27.7 If a Remediation Plan is agreed between the parties, but the Supplier fails to implement or successfully complete the Remediation Plan by the required completion date, the Authority may:
- (a) terminate this agreement by serving a Termination Notice;
 - (b) give the Supplier a further opportunity to resume full implementation of the Remediation Plan; or
 - (c) refer the matter for resolution under the Dispute Resolution Procedure.
- 27.8 If, despite the measures taken under clause 27.7, the Supplier fails to implement the Remediation Plan in accordance with its terms, the Authority may elect to end the Remediation Plan Process and refer the matter for resolution by the Dispute Resolution Procedure or serve a Termination Notice.
- 27.9 The Authority shall not be obliged to follow the Remediation Plan Process if there is a repetition of substantially the same default by the Supplier as had previously been addressed in a Remediation Plan within a period of [NUMBER] months following the conclusion of such previous Remediation Plan. In such event, the Authority may serve a Termination Notice.

Termination

28. Termination

- 28.1 Without affecting any other right or remedy available to it, and subject to clause 27, the Authority may terminate this agreement with immediate effect or on the expiry of the period specified in the Termination Notice by giving written notice to the Supplier if one or more of the following circumstances occurs or exists:
- (a) if the Supplier is in material breach of this agreement, which is irremediable;
 - (b) the parties fail to agree the Remediation Plan in accordance with the Remediation Plan Process;
 - (c) the Supplier fails to implement or successfully complete the Remediation Plan in accordance with the Remediation Plan Process;
 - (d) the circumstances referred to in clause 27.9 occur;
 - (e) a Consistent Failure has occurred;
 - (f) a Catastrophic Failure has occurred;
 - (g) if there is an Insolvency Event;
 - (h) if the Authority elects to terminate pursuant to clause 31.6;
 - (i) [if there is a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010 to which the Authority reasonably objects,

provided that the Authority serves its Termination Notice within [NUMBER] months of the date on which the Supplier informs the Authority (by written notice) of the change of control or on which the Authority otherwise becomes aware of the change of control;]

- (j) the Authority reasonably believes that the circumstances set out in regulation 73(1) of the Public Contracts Regulations 2015 apply.

28.2 Either party may, during the continuance of a Force Majeure Event, terminate this agreement if the circumstances in clause 30.6 arise.

28.3 The Supplier may terminate this agreement in the event that the Authority commits a Termination Payment Default by giving 30 days' written notice to the Authority. In the event that the Authority remedies the Termination Payment Default in the 30 day notice period, the Supplier's notice to terminate this agreement shall be deemed to have been withdrawn.

29. Termination on notice

Without affecting any other right or remedy available to it, the Authority may terminate this agreement at any time by giving 6 months' written notice to the Supplier.

30. Force majeure

30.1 Subject to the remaining provisions of this clause 30, if a party is prevented, hindered or delayed in or from performing any of its obligations under this agreement by a Force Majeure Event (**Affected Party**), the Affected Party shall not be in breach of this agreement or otherwise liable for any such failure or delay in the performance of such obligations. The time for performance of such obligations shall be extended accordingly.

30.2 The corresponding obligations of the other party will be suspended, and its time for performance of such obligations extended, to the same extent as those of the Affected Party.

30.3 The Affected Party shall:

- (a) as soon as reasonably practicable after the start of the Force Majeure Event [but not later than [NUMBER] days from its start], notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the agreement; and
- (b) use all reasonable endeavours to mitigate the effect of the Force Majeure Event.

- 30.4 If the Supplier is the Affected Party, it shall not be entitled to claim relief to the extent that the consequences of the relevant Force Majeure Event should have been foreseen and prevented or avoided by a prudent provider of service similar to the Services[, or if they are the result of the Supplier's failure to comply with the Disaster Recovery Plan (unless such failure is also due to a Force Majeure Event affecting the operation of the Disaster Recovery Plan)].
- 30.5 The Affected Party shall notify the other party in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this agreement. Following such notification, this agreement shall continue to be performed on the terms existing immediately before the occurrence of the Force Majeure Event unless agreed otherwise by the parties.
- 30.6 If the Force Majeure Event prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than [NUMBER] weeks, the party not affected by the Force Majeure Event may terminate this agreement by giving [NUMBER] weeks' notice to the Affected Party.

31. Prevention of bribery

- 31.1 The Supplier represents and warrants that neither it, nor any Supplier Personnel:
- (a) has committed a Prohibited Act;
 - (b) to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or
 - (c) has been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act.
- 31.2 The Supplier shall promptly notify the Authority if, at any time during the Term, its circumstances, knowledge or awareness changes such that it would not be able to repeat the warranties set out in clause 31.1 at the relevant time.
- 31.3 The Supplier shall (and shall procure that its Supplier Personnel shall) during the Term:
- (a) not commit a Prohibited Act;
 - (b) not do or omit to do anything that would cause the Authority or any of the Authority's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the Relevant Requirements;

- (c) [comply with the Authority's Anti-bribery and Anti-Corruption Policy as updated from time to time and set out in **Schedule 1** **OR** have and maintain in place its own policies and procedures to ensure compliance with the Relevant Requirements and prevent occurrence of a Prohibited Act;]
 - (d) notify the Authority (in writing) if it becomes aware of any breach of clause **31.3(a)** or clause **31.3(b)**, or has reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage [in connection with performance of this agreement].
- 31.4 The Supplier shall maintain appropriate and up to date records showing all payments made by the Supplier in connection with this agreement and the steps taken to comply with its obligations under clause **31.3**.
- 31.5 The Supplier shall allow the Authority and its third party representatives to audit any of the Supplier's records and any other relevant documentation in accordance with clause **25**.
- 31.6 If the Supplier is in default under this clause **31** the Authority may by notice:
- (a) require the Supplier to remove from performance of this agreement any Supplier Personnel whose acts or omissions have caused the default; or
 - (b) immediately terminate this agreement.
- 31.7 Any notice served by the Authority under clause **31.6** shall specify the nature of the Prohibited Act, the identity of the Party who the Authority believes has committed the Prohibited Act and the action that the Authority has elected to take (including, where relevant, the date on which this agreement shall terminate).

32. Consequences of termination or expiry

- 32.1 On the expiry of the Term or if this agreement is terminated for any reason, the provisions of the Exit Management Plan shall come into effect and the Supplier shall cooperate fully with the Authority to ensure an orderly migration of the Services to the Authority or, at the Authority's request, a Replacement Supplier.
- 32.2 On termination or expiry of this agreement and on satisfactory completion of the Exit Management Plan (or where reasonably so required by the Authority before such completion) the Supplier shall procure that all data and other material belonging to the Authority (and all media of any nature containing information and data belonging to the Authority or relating to the Services), shall be delivered to the Authority forthwith and the Supplier [Authorised Representative or Chief Executive Officer] shall certify full compliance with this clause.

- 32.3 Any provision of this agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry, including clause 5.3 (provision of records), clause 19 (Indemnities), clause 20 (Limitation of Liability), clause 21 (Insurance), clause 22 (Freedom of Information), clause 23 (Data Processing), clause 24 (Confidentiality), clause 25 (Audit) and this clause 32 (Consequences of termination), shall remain in full force and effect.
- 32.4 Termination or expiry of this agreement shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the agreement which existed at or before the Termination Date.

General provisions

33. Waiver

- 33.1 A waiver of any right or remedy is only effective if given in writing [and shall not be deemed a waiver of any subsequent right or remedy].
- 33.2 A delay or failure to exercise, or the single or partial exercise of, any right or remedy shall not waive that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy.

34. Rights and remedies

The rights and remedies provided under this agreement are in addition to, and not exclusive of, any rights or remedies provided by law.

35. Severance

- 35.1 If any provision or part-provision of this agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 35.2 If any provision or part-provision of this agreement is deemed deleted under clause 35.1, the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

36. No partnership or agency

- 36.1 Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.

36.2 Each party confirms it is acting on its own behalf and not for the benefit of any other person.

37. Third party rights

37.1 This agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this agreement.

37.2 [The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement are not subject to the consent of any other person.]

38. Assignment and other dealings

38.1 The Authority may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights and obligations under this agreement, provided that it gives prior written notice of such dealing to the Supplier.

38.2 The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under this agreement without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed).

39. Publicity

The Supplier shall not:

- (a) make any press announcements or publicise this agreement or its contents in any way; or
- (b) use the Authority's name or logo in any promotion or marketing or announcement of orders,

except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Authority, which shall not be unreasonably withheld or delayed.

40. Notices

40.1 Any notice given to a party under or in connection with this contract shall be in writing marked for the attention of the party's Authorised Representative and shall be:

- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); [or]
- (b) [sent by email to the following addresses (or an address substituted in writing by the party to be served):

- (i) Party 1: [ADDRESS].
- (ii) Party 2: [ADDRESS].]

40.2 Any notice shall be deemed to have been received:

- (a) If delivered by hand, at the time the notice is left at the proper address;
- (b) if sent by pre-paid first-class post or other next working day delivery service, at [9.00 am] on the [second] Working Day after posting[; or **OR** .]
- (c) [if sent by email, at the time of transmission, or if this time falls outside Working Hours in the place of receipt, when Working Hours resume.]

40.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

41. Entire agreement

41.1 This agreement constitutes the entire agreement between the parties and supersedes and extinguishes all previous and contemporaneous agreements, promises, assurances and understandings between them, whether written or oral, relating to its subject matter.

41.2 Each party acknowledges that in entering into this agreement it does not rely on[, and shall no remedies in respect of,] any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this agreement.

41.3 Each party agrees that it shall have no claim for innocent or negligent misrepresentation based on any statement in this agreement.

42. Variation

Subject to clause 16, no variation of this agreement shall be effective unless it is in writing and signed by the parties (or their Authorised Representatives).

43. Counterparts

43.1 This agreement may be executed in any number of counterparts, each of which shall constitute a duplicate original of this agreement, but all the counterparts shall together constitute the one agreement.

43.2 Transmission of [an executed counterpart of this agreement (but for the avoidance of doubt not just a signature page) **OR** the executed signature page of a counterpart of this agreement by email (in PDF, JPEG or other agreed format) shall take effect as the transmission of an executed "wet-ink" counterpart of this agreement. If this method of transmission is adopted, without prejudice to the validity of the agreement thus made,

each party shall on request provide the other with the "wet ink" hard copy original of their counterpart.

44. Governing law

This agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

45. Jurisdiction

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this agreement or its subject matter or formation (including non-contractual disputes or claims).

This agreement has been entered into on the date stated at the beginning of it.

Signed by
for and on behalf of Director
BCKLWN

Signed by [NAME OF
DIRECTOR] for and on Director
behalf of [NAME OF
SUPPLIER]

Schedule 1 Specification – include what Council want Co to do at Venue

Schedule 2 Performance regime

Part 1 KPIs

1. The KPIs

1.1 The KPIs which the Parties have agreed shall be used to measure the performance of the Services by the Supplier are contained in the below table.

KPI Description	Method of calculating service delivery/ measurement period	Target KPI	KPI category (Red/ Green)
		[NUMBER]%	
		[NUMBER]%	
		[NUMBER]%	

1.2 The Supplier shall monitor its performance against each Target KPI and shall send the Authority a report detailing the Achieved KPIs in accordance with [Schedule 4](#).

Part 2 [Service credits]

1. [Calculation of service credits]

1.1 Service Credits shall accrue for any Service Failure and shall be calculated in accordance with this Schedule.

1.2 If the level of performance of the Supplier during a measurement period achieves the Target KPI, no service points shall accrue to the Supplier in respect of that KPI.

1.3 If there is a Service Failure in the relevant measurement period:

- (a) the number of service points that shall accrue to the Supplier in respect of a Service Failure shall be the applicable number as set out in the table below depending on whether the Service Failure is a Minor Failure, a Serious Failure or a Severe Failure. Service credits shall be calculated in accordance with the following formula:

Service credit payable per month = (Total number of service points/100) x Charges payable by the Authority for the period.]

KPI No.	KPI title	Definition	Frequency of measurement	Category of Service Failure	Service points

KPI1	[Availability]	[INSERT DEFINITION OR REFER TO RELEVANT PARAGRAPH]		Target KPI: [[NUMBER] %] Minor failure: [[NUMBER] %- [NUMBER] %] Serious failure: [[NUMBER] %- [NUMBER] %] Severe failure: [NUMBER] %- [NUMBER] % KPI threshold: [below [NUMBER] %]	0 [1] [2] [3] [4]
KPI2	[NAME OF KPI]	[INSERT DEFINITION OR REFER TO RELEVANT PARAGRAPH]		Target KPI: [[NUMBER]] Minor failure: [[NUMBER]] Serious failure: [[NUMBER]] Severe failure: [[NUMBER]] KPI threshold: [[INSERT]]	0 [1] [2] [3] [4]
KPI3	[NAME OF KPI]	[DEFINITION]		Target KPI: [NUMBER] Minor failure: [[NUMBER]] Serious failure: [[NUMBER]] Severe failure:	0 [1] [2] [3] [4]

				[[INSERT NUMBER]] KPI threshold: [[NUMBER]]	
KPI4	[NAME OF KPI]	[DEFINITION]		Target KPI: [[INSERT NUMBER]] % Minor failure: [[NUMBER]]%- [NUMBER]]% Serious failure: [[NUMBER]] % - [NUMBER]] % Severe failure: [[NUMBER]]% - [NUMBER]]% KPI threshold: [[NUMBER]]% - [NUMBER]]%	0 [1] [2] [3] [4]

OR

- (b) The number of service credits payable shall be the applicable number set out in the table below depending on the Achieved KPI.

KPI achieved	Service Credit payable	Supplier's performance
[NUMBER]]% on target (Target KPI)	None	Contract performing well
[NUMBER]]-[NUMBER]]% on target	[NUMBER]]% of applicable Charges for period	Minor under performance
[NUMBER]]-[NUMBER]]% on target	[NUMBER]]% of applicable Charges for period	Contract under performing. Supplier to implement recovery programme
[NUMBER]]-[NUMBER]]% on target	[NUMBER]]% of applicable Charges for period	Major under performance. Supplier to implement recovery programme

Less than [NUMBER]% on target	[NUMBER]% of applicable Charges for period	Supplier guilty of Consistent Failure and contract potentially subject to termination
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OR

(c) [[OTHER PERFORMANCE REGIME.]]

Part 3 Consistent failure

1. Consistent failure

In this agreement, **Consistent Failure** shall mean:

(a) a failure to meet

(i) 5 or more of the Target KPIs labelled ["Red"] in a rolling [NUMBER] month period; or

(ii) 10 or more Target KPIs labelled ["Green"] in a rolling [NUMBER] month period.]

OR

(iii) [[INSERT NUMBER] or more Target KPIs in a rolling [NUMBER] month period.]

[AND/OR]

(b) [the Supplier accruing Service Credits in any period of [NUMBER] consecutive months, or any [NUMBER] months in a rolling 12-month period, in excess of £[AMOUNT].]

[AND/OR]

(c) [the Authority serving [NUMBER] Remediation Notices in a rolling [INSERT NUMBER] month period.]

[AND/OR]

(d) [the Supplier repeatedly breaching any of the terms of this agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this agreement.]

Schedule 3 Charges and payment

1. Calculation of the Charges

The Charges shall be calculated on the basis of the rates and prices set out in this Schedule.

2. Charges based on a fixed price

Service	Monthly cost (£)
[INSERT RELEVANT PART OF SERVICES]	[INSERT FIGURE TO BE CHARGED TO AUTHORITY]
[INSERT RELEVANT PART OF SERVICES]	[INSERT FIGURE TO BE CHARGED TO AUTHORITY]
[INSERT RELEVANT PART OF SERVICES]	[INSERT FIGURE TO BE CHARGED TO AUTHORITY]
TOTAL	[INSERT FIGURE TO BE CHARGED TO AUTHORITY]

3. Charges based on hourly rates

Hours of service in invoice period	Hourly rate (£)
[Up to 100]	[INSERT FIGURE PER HOUR TO BE CHARGED TO AUTHORITY]
[101-200]	[INSERT FIGURE PER HOUR TO BE CHARGED TO AUTHORITY]
[201-300]	[INSERT FIGURE PER HOUR TO BE CHARGED TO AUTHORITY]

4. Payment triggered by meeting milestones

Workstream	Milestone	Date completion expected	Charge payable on completion (£)
[INSERT]	[INSERT DETAILS]	[INSERT DATE]	[INSERT FIGURE]
[INSERT]	[INSERT DETAILS]	[INSERT DATE]	[INSERT FIGURE]

[INSERT]	[INSERT DETAILS]	[INSERT DATE]	[INSERT FIGURE]
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5. Menu pricing

Type of Fixed Cost	Charges (£)
[INSERT TYPE OF SERVICE TO BE PROVIDED]	[INSERT FIGURE (EXPRESSED AS UNIT COST OR HOURLY RATE) TO BE CHARGED TO AUTHORITY FOR THAT SERVICE]
[INSERT TYPE OF SERVICE OR GOODS TO BE PROVIDED]	[INSERT FIGURE (EXPRESSED AS UNIT COST OR HOURLY RATE) TO BE CHARGED TO AUTHORITY FOR THAT SERVICE]
[INSERT TYPE OF SERVICE OR GOODS TO BE PROVIDED]	[INSERT FIGURE (EXPRESSED AS UNIT COST OR HOURLY RATE) TO BE CHARGED TO AUTHORITY FOR THAT SERVICE]
[INSERT TYPE OF SERVICE OR GOODS TO BE PROVIDED]	[INSERT FIGURE (EXPRESSED AS UNIT COST OR HOURLY RATE) TO BE CHARGED TO AUTHORITY FOR THAT SERVICE]

Schedule 4 Contract management

1. Authorised representatives

1.1 The Authority's initial Authorised Representative: [INSERT DETAILS]

1.2 The Supplier's initial Authorised Representative: [INSERT DETAILS]

2. Key personnel

[INSERT DETAILS]

3. Reports

3.1 Type

3.2 Contents

3.3 Frequency

3.4 Circulation list

Schedule 5 Subsidy Control – The Council may obtain grants in relation to the property which can be passed to the Supplier to be used in accordance with this agreement. Subsidy Control requirements shall be assessed on each occasion.

Schedule 6 Change control

1. General principles

- 1.1 Where the Authority or the Supplier sees a need to change this agreement, the Authority may at any time request, and the Supplier may at any time recommend, such Change only in accordance with the Change Control Procedure set out in paragraph 2 of this Schedule 6.
- 1.2 Until such time as a Change is made in accordance with the Change Control Procedure, the Authority and the Supplier shall, unless otherwise agreed in writing, continue to perform this agreement in compliance with its terms before such Change.
- 1.3 Any discussions which may take place between the Authority and the Supplier in connection with a request or recommendation before the authorisation of a resultant Change shall be without prejudice to the rights of either party.
- 1.4 Any work undertaken by the Supplier and the Supplier Personnel which has not been authorised in advance by a Change, and which has not been otherwise agreed in accordance with the provisions of this Schedule 6, shall be undertaken entirely at the expense and liability of the Supplier.

2. Procedure

- 2.1 Discussion between the Authority and the Supplier concerning a Change shall result in any one of the following:
 - (a) no further action being taken; or
 - (b) a request to change this agreement by the Authority; or
 - (c) a recommendation to change this agreement by the Supplier.
- 2.2 Where a written request for a Change is received from the Authority, the Supplier shall, unless otherwise agreed, submit two copies of a Change Control Note signed by the Supplier to the Authority within three weeks of the date of the request.
- 2.3 A recommendation to amend this agreement by the Supplier shall be submitted directly to the Authority in the form of two copies of a Change Control Note signed by the Supplier at the time of such recommendation. The Authority shall give its response to the Change Control Note within three weeks.
- 2.4 Each Change Control Note shall contain:
 - (a) the title of the Change;
 - (b) the originator and date of the request or recommendation for the Change;

- (c) the reason for the Change;
- (d) full details of the Change, including any specifications;
- (e) the price, if any, of the Change;
- (f) a timetable for implementation, together with any proposals for acceptance of the Change;
- (g) a schedule of payments if appropriate;
- (h) details of the likely impact, if any, of the Change on other aspects of this agreement including:
 - (i) the timetable for the provision of the Change;
 - (ii) the personnel to be provided;
 - (iii) the Charges;
 - (iv) the Documentation to be provided;
 - (v) the training to be provided;
 - (vi) working arrangements;
 - (vii) other contractual issues;
- (i) the date of expiry of validity of the Change Control Note;
- (j) provision for signature by the Authority and the Supplier; and
- (k) if applicable, details of how costs incurred by the parties if the Change subsequently results in the termination of this agreement under clause 28.1(j) will be apportioned.

2.5 For each Change Control Note submitted by the Supplier the Authority shall, within the period of the validity of the Change Control Note:

- (a) allocate a sequential number to the Change Control Note; and
- (b) evaluate the Change Control Note and, as appropriate:
 - (i) request further information;
 - (ii) accept the Change Control Note by arranging for two copies of the Change Control Note to be signed by or on behalf of the Authority and return one of the copies to the Supplier; or
 - (iii) notify the Supplier of the rejection of the Change Control Note.

2.6 A Change Control Note signed by the Authority and by the Supplier shall constitute an amendment to this agreement.

Schedule 7 Exit management plan

1. Purpose of Schedule

(i) The Supplier is required to ensure the orderly transition of the Services to the Authority or any replacement supplier (as applicable) in the event of any termination or expiry of this agreement. This Schedule describes the roles and responsibilities of the parties which are intended to achieve this, and the principles upon which the Exit Plan shall be based.

(b) Obligations during the Term to facilitate exit

(i) During the Term, the Supplier shall:

1. create and maintain registers of:
 - a. all assets (excluding assets owned by the Authority required to perform the agreement;
 - b. subcontracts and other agreements (including software licences) required to perform the agreement.
2. compile and maintain a procedures manual, describing how the Services are delivered, including the processes used; and
3. maintain copies of any subcontracts or other agreements referred to in the registers.

(c) Exit Plan

(i) The parties shall use their reasonable endeavours to agree the contents of the Exit Plan. If the parties are unable to agree the contents of the Exit Plan within 30 Business Days of its submission, either party may refer the dispute to the Dispute Resolution Procedure.

(ii) The Exit Plan shall:

1. address each of the issues set out in this Schedule to facilitate the transition of the Services from the Supplier to the replacement supplier or Authority (as applicable) and ensure that there is no disruption in the supply of the Services and no deterioration in the quality of delivery of the Services;
2. detail how the Services will transfer to the replacement supplier or Authority (as applicable) including, to the extent applicable, details of the processes, documentation, data transfer, systems migration, security, and the segregation of the Authority's technology components from any technology components run by the Supplier or any of its subcontractors;
3. provide a timetable for exit and compliance with the requirements of the agreement.

(iii) The Supplier shall review and, if appropriate, update the Exit Plan on a basis consistent with the principles set out in this Schedule:

1. to reflect any changes in the Services that have occurred since the Exit Plan was last agreed; and
2. following any major change to the Services under the agreement.

(iv) During the Exit Period, the Supplier shall comply with all of its obligations in the Exit Plan.

(d) Exit Assistance

(i) During the Exit Period, the Supplier shall:

1. provide the Authority or replacement supplier with the procedures manual compiled pursuant to paragraph 2.12;
2. provide access, during Business Hours, to the Authority or replacement supplier to:
 - a. any information relating to the Services as remains in the possession or control of the Supplier;
 - b. such members of the Supplier's Personnel involved in the provision of the performance of the agreement and who are still employed or engaged by the Supplier.

(e) Payment for Exit Services

(i) The Supplier shall not be entitled to reimbursement of its costs incurred in providing the Exit Assistance.

(f) Transfer of assets

- (i) At least 60 Business Days before the Termination Date, the Supplier shall provide the Authority with the register referred to in paragraph 2.1(a)a, indicating which assets are capable of legal transfer to the Authority or replacement supplier (as applicable).
- (ii) The Authority shall notify the Supplier at least 30 Business Days after receipt of the list pursuant to paragraph (i) which, if any, assets need to be transferred to it or any replacement supplier. The Supplier shall sell any transferring assets to the Authority or replacement supplier (as applicable) at Net Book Value. Risk in such transferring assets shall pass to the Authority or replacement supplier (as applicable) on the Termination Date and title shall pass to the Authority or replacement supplier (as applicable) on payment for the same.]

(g) Transfer of contracts

- (i) At least 60 Business Days before the Termination Date, the Supplier shall provide the Authority with the up-to-date register referred to in paragraph 2.1(a)b, identifying which contracts are used exclusively to deliver the Services.
- (ii) The Authority shall notify the Supplier at least 30 Business Days after receipt of the list pursuant to paragraph (i) which exclusive third party contracts, if any, the Authority requires to be transferred to it or any replacement supplier.

(iii) The Supplier shall, at the Authority's request and with the co-operation of the Authority, procure the novation to the Authority or replacement supplier (as applicable) of any transferring third party contracts notified to it under paragraph (ii).

Schedule 8 TUPE

The parties agree that the provision of the services under this agreement will constitute a relevant transfer for the purposes of TUPE and, accordingly, that it will not operate so as to terminate the contracts of employment of any of the employees. Such contracts shall be transferred to the Supplier pursuant to TUPE with effect from the Commencement Date.

The Authority undertakes to the Supplier:

that it has paid and shall pay all sums due to or in relation to the employees up to and including the Commencement Date (whether arising under common law, statute, equity or otherwise) including all salaries, wages, bonus or commission, expenses, holiday pay, National Insurance and pension contributions, liability to Taxation and other sums payable in respect of any period up to the Commencement Date;

that it has complied and shall comply in all respects with its obligations under regulation 11 and regulation 13 of TUPE (subject to the Supplier complying with its obligations under regulation 13 (4) of TUPE); and

to fully indemnify and hold the Supplier harmless against all demands (including legal and other professional fees and expenses) which the Supplier may suffer, sustain, incur, pay or be put to arising from or in connection with any contract of employment or engagement or collective agreement which is transferred to the Supplier by virtue of TUPE not disclosed to the Supplier and the termination of any such contract.

The parties agree that the provision of the services under this agreement will constitute a relevant transfer for the purposes of TUPE and, accordingly, that it will not operate so as to terminate the contracts of employment of any of the employees. Such contracts shall be transferred to the Supplier pursuant to TUPE with effect from the Commencement Date.

The Authority undertakes to the Supplier:

that it has paid and shall pay all sums due to or in relation to the employees up to and including the Commencement Date (whether arising under common law, statute, equity or otherwise) including all salaries, wages, bonus or commission, expenses, holiday pay, National Insurance and pension contributions, liability to Taxation and other sums payable in respect of any period up to the Commencement Date;

that it has complied and shall comply in all respects with its obligations under regulation 11 and regulation 13 of TUPE (subject to the Supplier complying with its obligations under regulation 13 (4) of TUPE); and

to fully indemnify and hold the Supplier harmless against all demands (including legal and other professional fees and expenses) which the Supplier may suffer, sustain, incur, pay or be put to

arising from or in connection with any contract of employment or engagement or collective agreement which is transferred to the Supplier by virtue of TUPE not disclosed to the Supplier and the termination of any such contract.

Schedule 9 Data processing

Shared Personal Data.

1. This clause sets out the framework for the sharing of personal data between the parties as controllers. Each party acknowledges that one party (referred to in this clause as the Data Discloser) will regularly disclose to the other party Personal Data collected by the Data Discloser for the Services.
2. Effect of non-compliance with UK Data Protection Legislation. Each party shall comply with all the obligations imposed on a controller under the UK Data Protection Legislation, and any material breach of the UK Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate this agreement with immediate effect.

Particular obligations relating to data sharing.

3. Each party shall:
 - 3.1 ensure that it has all necessary notices and consents in place to enable lawful transfer of the Shared Personal Data to the Permitted Recipients for the Service;
 - 3.2 give full information to any data subject whose personal data may be processed under this agreement of the nature such processing. This includes giving notice that, on the termination of this agreement, personal data relating to them may be retained by or, as the case may be, transferred to one or more of the permitted recipients, their successors and assignees;
 - 3.3 process the Personal Data only for the provision of the Services;
 - 3.4 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the other party, to protect against unauthorised or unlawful processing of personal data and against accidental loss or destruction of, or damage to, personal data;
 - 3.5 not transfer any personal data received from the Data Discloser outside the EEA unless the transferor:
 - (a) complies with the provisions of Articles 26 of the GDPR (in the event the third party is a joint controller); and
 - (b) ensures that (i) the transfer is to a country approved by the European Commission as providing adequate protection pursuant to Article 45 of the GDPR; or (ii) there are appropriate safeguards in place pursuant to Article 46 GDPR; or (iii) Binding corporate rules are in place or (iv) one of the derogations for specific situations in Article 49 GDPR applies to the transfer.

Mutual assistance.

4. Each party shall assist the other in complying with all applicable requirements of the UK Data Protection Legislation. In particular, each party shall:
 - 4.1 consult with the other party about any notices given to data subjects in relation to the Personal Data;

- 4.2 promptly inform the other party about the receipt of any data subject access request;
- 4.3 provide the other party with reasonable assistance in complying with any data subject access request;
- 4.4 not disclose or release any Personal Data in response to a data subject access request without first consulting the other party wherever possible;
- 4.5 assist the other party, at the cost of the other party, in responding to any request from a data subject and in ensuring compliance with its obligations under the UK Data Protection Legislation with respect to security, personal data breach notifications, data protection impact assessments and consultations with supervisory authorities or regulators;
- 4.6 notify the other party without undue delay on becoming aware of any breach of the UK Data Protection Legislation;
- 4.7 at the written direction of the Data Discloser, delete or return Personal Data and copies thereof to the Data Discloser on termination of this agreement unless required by law to store the personal data;
- 4.8 use compatible technology for the processing of Personal Data to ensure that there is no lack of accuracy resulting from personal data transfers;
- 4.9 maintain complete and accurate records and information to demonstrate its compliance with this clause 4; and
- 4.10 provide the other party with contact details of at least one employee as point of contact and responsible manager for all issues arising out of the UK Data Protection Legislation, including the joint training of relevant staff, the procedures to be followed in the event of a data security breach, and the regular review of the parties' compliance with the UK Data Protection Legislation.

Indemnity.

5. Each party shall indemnify the other against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the indemnified party arising out of or in connection with the breach of the UK Data Protection Legislation by the indemnifying party, its employees or agents, provided that the indemnified party gives to the indemnifier prompt notice of such claim, full information about the circumstances giving rise to it, reasonable assistance in dealing with the claim and sole authority to manage, defend and/or settle it.