

**TENDER REFERENCE NO: ESP/DOR01**

**CHANGE MANAGEMENT SUPPORT & GOVERNANCE REVIEW**

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**PART 1: INSTRUCTIONS TO TENDERERS**

1. **Completion and Submission of Tender Documentation**
* The documents completed as directed should be returned to Gillian Neill by email to gillian@eastsidepartnership.com.
* The closing date for receipt of tenders is **12pm (noon), Friday 3rd December 2021.** Late tenders will not be considered.
* The outcome and tender application award will be decided the week commencing 6th December 2021.
* The contract will commence on 3rd January 2022 for a period of 12 months.
* Tenders must be fully compliant with the requirements detailed in the tender documentation.
* Tenders may be rejected if the required information is not given at the time of tendering.
1. **Economic and Financial Standing**

Tenderers may be required to furnish information as to economic and financial standing prior to the acceptance of any tender.

1. **Costs and Expenses**

Tenderers will not be entitled to claim from the EastSide Partnership (ESP) any costs or expenses which may be incurred in preparing their tender whether or not it is successful.

1. **Period of Validity**

Tenderers are required to keep their tenders valid for acceptance for a period of ninety days from the closing date.

1. **Confidentiality**

Tenderers should treat the tender documents as private and confidential between the tenderer and EastSide Partnership. Tenderers should note that ESP shall use the tender documents for the purposes of evaluating the bids and that the tender documents will be destroyed in line with the organisation’s disposal schedule.

1. **Official Amendments**

Should it be necessary for ESP to amend the tender documentation in any way, prior to receipt of tenders, all tenderers in receipt of documents will be notified simultaneously. If deemed appropriate, the deadline for receipt of tenders will be extended.

1. **Canvassing**

Any Tenderer who directly or indirectly canvasses ESP concerning the award of contract or who directly or indirectly obtains or attempts to obtain information from such official concerning the proposed or any other tender will be disqualified. This should not, however deter any supplier seeking clarification in relation to the tender.

1. **Assumptions**

Tenderers must not make assumptions that ESP has experience of their organisation or their service provision even if on a current or previous contract. Tenderers will only be evaluated on the information provided in their response.

1. **Compliance**

Tenders must be submitted in accordance with these instructions. Failure to comply may result in a Tender being rejected by ESP.

1. **Conflict of Interest**

Tenderers will be required at all times to adhere to high standards of propriety, including impartiality, integrity and objectivity. This means that any private, voluntary, charitable or political interest that might be material or relevant to the work of the project should be declared. Both real and perceived conflicts of interest must be declared, as the appearance of a conflict could be as damaging as the existence of an actual conflict.

It is important therefore that all potential conflicts of interest are declared at the beginning of the appointment process. All submissions will be assessed on merit and not treated more or less advantageously because of an actual or perceived conflict of interest.

1. **Contact Details**

The person to contact for further information is Chris Armstrong, Assistant Chief Executive, EastSide Partnership

Any questions or clarifications relating to this procurement should be communicated by email to chris@eastsidepartnership.com . This will give you an audit trail of all discussions/clarifications. Any clarifications must be sought at least 5 days prior to the tender return date.

**PART 2: TERMS OF REFERENCE**

1. **Client:** EastSide Partnership (ESP)
2. **Location:** East Belfast
3. **Background Information**

EastSide Partnership is a broad-based regeneration charity working across physical regeneration, education, poverty alleviation, arts, tourism and heritage. Formed in 1995 (founded in 1996) EastSide Partnership has led high impact, strategic regeneration initiatives across east Belfast for the last 25 years.

With a governance structure made up of representatives from the community, statutory, political and business (independent) sectors, EastSide Partnership's organisational mission is simple, ’to make east Belfast a better place’. Such is the nature of EastSide Partnership's regeneration work, our mission is deliberately broad as is the context within which we operate.

EastSide Partnership's core role is to facilitate and initiate development, co-ordinate and connect stakeholders and partners, encourage others to develop and provide services locally and advocate for influence and future investment for east Belfast.

EastSide Partnership carried out a comprehensive board and stakeholder review of organisational strategy in late 2020. Feedback from this strategic review can be found in **Appendix D** (page 28). Founding Chief Executive, Maurice Kinkead, retired in October 2021 and Michele Bryans (former Assistant Chief Executive and EastSide Greenways Manager) has been appointed as EastSide Partnership’s new Chief Executive.

As such, EastSide Partnership is now seeking the services of an experienced management consultancy to guide the Board and new Chief Executive through this period of significant change for the organisation.

1. **Period of Contract**

Successful tenderer will be awarded contract week/commencing 6th December 2021. Contract will commence on 3rd January 2022 for a period of 12 months. Progress will be reviewed quarterly with the provider to ensure that the work is meeting the expectations of both parties to the contract.

1. **Specification of Services Required**
	1. **Support for EastSide Partnership’s new Chief Executive**

Mentoring new Chief Executive through change management process (Jan 22 – Dec 22) including supported management of additional independent contracts (funded separately) reviewing EastSide Partnership’s financial sustainability, communication and engagement strategies.

* 1. **Review of Culture, Governance and Organisational Structure**

Evaluate how effective EastSide Partnership’s current management, staff organisational structure and governance structure is to deliver on its purpose, how it utilises resources and fosters a values-based culture using appropriate evaluation methods and engagement with staff and stakeholders, and co design recommendations for improvement.

This includes facilitation of a two-day staff and board residential (funded separately) in Spring 2022 (date tbc)

1. **Budget**
	1. Budget for this contract is £30,000 (inclusive of VAT)
2. **Response Instructions**
	1. General Instructions
* Fully completed tender proposals must be received by **12pm (noon), Friday 3rd December 2021**
* Tenders to be submitted by email to gillian@eastsidepartnership.com
* Tenders received after the above deadline will not be valid
* Only tenders in English will be accepted
	1. Format of Response

Tenderers must submit a response which addresses the following:

* + 1. Description of your proposed approach to delivering 5.1 & 5.2 and proposed work plan/timescales
		2. Two examples of previous similar work carried out in the last five years and contact details of referees
		3. Confirmation that you can deliver required services on time and on budget

***Completed forms***

The tenderer is required to complete and return the following forms which can be found at Part 4: Appendices

* + 1. Completed Authorised Representative Form ***Appendix B*** (page 26)
		2. Completed Acceptance of Terms & Condition Form ***Appendix C*** (page 27)
1. **Evaluation of Tenders**

Evaluation criteria that will be used to ensure best value for money in award of this contract are:

|  |  |
| --- | --- |
| **Criteria** | **Score** |
| Fully completed response (7.2.1 – 7.2.3) | Yes/No |
| Quality of proposal in response to 7.2.1 | 40% |
| Suitability based on examples of previous work / clients (7.2.2) | 40% |
| Value for Money | 20% |
| **Total** | **100%** |

* 1. Award Criteria

Following receipt, submissions will be assessed against the above criteria. Applicants may be called for further clarification of the information provided.

The panel’s decision is final. All tenderers will be notified of the outcome of their tender following the completion of the tender evaluation by Friday 10th December 2021.

**PART 3: TERMS AND CONDITIONS OF CONTRACT**

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**1. Interpretation**

1.1 In this Contract the following words shall have the following meanings except where the context otherwise requires:

|  |  |
| --- | --- |
| a. Acceptance | Confirmation in writing by ESP EastSide Partnership (ESP) that a Service has been accepted by ESP. |
| b. Amendments | The amendments (if any) to the Contract which may be agreed by the Contractor and ESP. |
| c. Authorised Representative | The nominated representative of ESP and the Contractor. |
| d. Contract | The tender completed by the Contractor (which incorporates the Terms of Reference), these Terms and Conditions of Contract; [the Specification or Operational Requirement; the Drawings, if any,] [the Schedule of Prices or Rates or Lump Sum as submitted by the Contractor,] the Letter of Acceptance issued by ESP to the Contractor together with such correspondence, if any, between the Contractor and ESP, as may be agreed by both parties to form part of the Contract. |
| e. Contractor | The person, firm or corporate body whose tender shall have been accepted by ESP in the Acceptance and shall include the Contractor’s personal representatives, successors, and permitted assigns. |
| f. Contractors Staff | Employees, sub-contractors employees and agents or representatives of both the Contractor and sub-contractor. |
| g. ESP | EastSide Partnership |
| h. Equipment | All materials, plant, equipment, and consumables other to be used by the Contractor in the provision of the Services. |
| i. Premises | Land or buildings where the services are performed. |
| j Services | The provision of the Services defined in the Contract. |
| k. Site | The area within the Premises in which the Services are performed. |
| l. Days | Calendar Days |
| m. Terms of Reference | The terms of reference submitted to the Contractor with ESP’s invitation to tender |

1.2 Words importing the singular shall also include the plural, and importing the masculine shall also include the feminine and vice versa where the context requires.

* 1. A reference to any statute, enactment, order, regulations or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as subsequently amended or re-enacted.

**2. Entire Agreement**

2.1 The Contract constitutes the entire agreement between the parties relating to the subject matter of the Contract. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this Condition shall not exclude liability in respect of any fraudulent misrepresentation.

**3. Period of Contract**

3.1 This Contract shall take effect from the date stated in the Acceptance and shall be for the term set out therein, unless it is otherwise terminated in accordance with the provisions of these Conditions.

**4. Services**

* 1. The Contract is for work to be undertaken by the Contractor in accordance with the provisions of the Contract.

4.2 Requests to provide the Services may be transmitted in writing by post, fax or other electronic means as may be agreed by both parties. In cases of urgency verbal instructions may be given pending written confirmation.

**5. Conditions Affecting Provision of Services**

* 1. The Contractor shall be deemed to have satisfied himself as regards the nature and extent of the Services, the means of communication with and access to the Site, the supply of and conditions affecting labour, the suitability of the Premises and the equipment necessary for the performance of the Services, subject to all such matters being discoverable by the Contractor.

**6. Contractor Status**

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

**7. ESP Property**

 7.1 All ESP’s property shall remain the property of the ESP for unlimited use.

**8. Equipment**

8.1 The Contractor shall provide all the equipment necessary for the provision of the Services.

8.2 The Contractor shall maintain all items of equipment in good and serviceable condition.

8.3 All equipment shall be at the risk of the Contractor and ESP shall have no liability for any loss of or damage to any equipment unless the Contractor is able to demonstrate that such loss or damage was caused or contributed to by the negligence or default of ESP.

**9. Staff**

9.1 The Contractor warrants and represents that all staff assigned to the performance of the Contract shall possess such skill and experience as is necessary for the proper performance of the Contract.

9.2 Where the Contract provides that the work shall be done by named staff the Contractor undertakes to take all reasonable steps to ensure that his staff remain for the full period of this Contract. Unavoidable changes in the Contractor’s staff proposed by the Contractor and agreed by the Authorised Representative shall be subject to not less than one month’s written notice.

9.3 If for any other reasons changes in the Contractor’s staff become necessary in the opinion of the Authorised Representative such changes shall be subject to 1 week’s written notice by the Authorised Representative to the Contractor.

9.4 In the event that the Contractor is unable to provide replacement staff acceptable to the Authorised Representative within sufficient time to enable the Contractor to complete the work on time then ESP may obtain replacement staff from other sources or terminate the Contract at its discretion.

**10. Co-ordination**

10.1 The Contractor shall co-ordinate his activities in the provision of the Services with those of ESP and other contractors engaged by ESP.

**11. Manner of Providing the Services**

11.1 The Contractor shall perform the Services with all due care, skill and diligence, and in accordance with good industry practice. Timely provision of the Services is of the essence of the Contract.

11.2 The Services shall be performed only on approved sites.

11.3 The signing by the Authorised Representative of time sheets or other similar documents shall not be construed as implying the Contractor’s compliance with the Contract.

**12. Standards**

12.1 Materials and processes used in connection with the provision of the Services shall be in accordance with the standards and quality specified.

12.2 At the request of the Authorised Representative, the Contractor shall provide proof to ESP’s satisfaction that the materials and processes used or proposed to be used, conform to those standards.

12.3 The introduction of new methods or systems which impinge on the provision of the Services shall be subject to prior approval.

**13. Progress Reports**

13.1 Where progress reports are required to be submitted under the Contract, the Contractor shall render those reports at such time and in such form as may be specified or as otherwise agreed between the parties.

13.2 The submission and receipt of progress reports shall not prejudice the rights of either party under the Contract.

**14. Payment**

ESP shall pay the Contractor for work completed at the rates or prices contained in the pricing schedule or other interest documentation. Where payment is based upon daily rates the Contractor and his staff will be expected to work 7½ hours per day, exclusive of meal breaks, unless alternative arrangements are agreed with ESP.

Payment shall be due within thirty (30) days of receipt by ESP of a correct application for payment or invoice or as otherwise specified in the Contract.

ESP reserves the right to withhold payment against any invoice which is not submitted in accordance with the Contract or which covers or purports to relate to services which have not been provided in accordance with the Contract and shall forthwith notify the Contractor accordingly in writing.

**15. Value Added Tax**

15.1 ESP shall pay to the Contractor, in addition to the charges due for the work performed under the Contract, a sum equal to the value added tax as may be properly chargeable on the value of the supply of goods and services provided in accordance with the contract. Please see cost schedule.

15.2 Any invoice or other request for payment of monies due to the Contractor under the Contract shall, if he is a taxable person, be in the form and contain the same information as if the same were a tax invoice for the purposes of Regulations made under the Value Added Tax Act 1994.

* 1. The Contractor shall, if so requested by ESP, furnish such information as may reasonably be required by ESP as to the amount of value added tax chargeable on the value of goods and services supplied in accordance with the Contract and payable by ESP to the Contractor in addition to the charges for work. Any over payment by ESP to the Contractor shall be a sum of money recoverable from the Contractor.
	2. If the costs of the Contract are increased or decreased any monies thereby payable shall have added to them a sum equal to any appropriate adjustment in respect of value added tax due on the final value of the work.

**16. Recovery of Sums Due**

16.1 Whenever under the Contract any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to ESP in respect of any breach of this Contract), ESP may unilaterally deduct that sum from any sum then due or which at any later time becomes due to the Contractor under this Contract or under any other contract with ESP.

16.2 ESP shall give at least 21 days’ notice to the Contractor of its intention to make a deduction under Condition 16.1 giving particulars of the sum to be recovered and the contract under which the payment arises from which the deduction is to be made.

16.3 Any overpayment by ESP to the Contractor, whether of the contract price or of value added tax, shall be a sum of money recoverable by ESP from the Contractor.

**17. Price Adjustments**

17.1 [Prices quoted shall remain firm for the initial contract period set out in the Acceptance.]

17.2 In the event that the contract period is extended a price review shall take place and any increases or decreases shall be agreed by both parties and recorded as a Variation in line with Condition 33.

**18 Intellectual Property Rights – Assignment and Indemnity**

18.1 The Contractor hereby assigns to ESP all Intellectual Property Rights owned by the Contractor in any material which is generated by the Contractor and delivered to ESP in the performance of the Services and shall waive all moral rights relating to such material. The Contractor shall not reproduce, publish or supply any such material to any person other than ESP without prior approval.

18.2 In performing the Services the Contractor shall obtain approval before utilising any material which is or may be subject to any Intellectual Property Rights other than those referred to in Condition 21.1.

18.3 Subject to Condition 18.4, the Contractor shall indemnify ESP against all claims, proceedings, actions, damages, legal costs (including but not limited to legal costs and disbursements on a solicitor and client basis), expenses and any other liabilities arising from or incurred by the use by the Contractor, in the performance of the Services, or the use by ESP following delivery by the Contractor, of any material which involves any infringement or alleged infringement of the Intellectual Property Rights of any third party.

18.4 The provisions of Condition 18.3 shall not apply in respect of any material which ESP has supplied to the Contractor or which ESP has specified for use by the Contractor or for delivery to ESP.

18.5 ESP shall indemnify the Contractor against all claims, proceedings, actions, damages, legal costs (including but not limited to legal costs and disbursements on a solicitor and client basis), expenses and any other liabilities arising from or incurred by the use by the Contractor, in the performance of the Services, of any material referred to in Condition 18.4 which involves any infringement or alleged infringement of the Intellectual Property Rights of any third party.

18.6 Where any claim is made by a third party in respect of any material referred to in Condition 18.3 or 18.5, the party which is required to provide an indemnity under those provisions shall have the right to conduct, or take over the conduct of, the defence to the claim and to any proceedings or action brought by the third party.

**19. Security**

19.1 The Contractor shall take all measures necessary to comply with the provisions of any enactment relating to security which may be applicable to the Contractor in the performance of the Services.

19.2 The Contractor shall take all reasonable measures, by the display of notices or other appropriate means, to ensure that staff have notice that all provisions referred to in Condition 19.1 will apply to them and will continue to apply to them, if so applicable, after the expiry or earlier termination of the Contract.

**20. Confidentiality**

20.1 Each Party: **-**

1. shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
2. shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Contract or except where disclosure is otherwise expressly permitted by the provisions of this Contract.

20.2 The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from ESP under or in connection with the Contract:-

1. is given only to such of the Staff and professional advisors or consultants engaged to advise it in connection with the Contract as is strictly necessary for the performance of the Contract and only to the extent necessary for the performance of the Contract;
2. Is treated as confidential and not disclosed (without prior Approval) or used by any Staff or such professional advisors or consultants otherwise than for the purposes of the Contract.

20.3 The Contractor shall ensure that Staff or its professional advisors or consultants are aware of the Contractor's Confidentiality obligations under this Contract.

20.4 The Contractor shall not use any Confidential Information it receives from ESP otherwise than for the purposes of the Contract.

20.5 The provisions of Clauses 20.1 to 20.4 shall not apply to any Confidential Information received by one Party from the other:-

1. which is or becomes public knowledge (otherwise than by breach of this Condition);
2. which was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party;
3. which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
4. is independently developed without access to the Confidential Information; or
5. Which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA, or the Environmental Information Regulations pursuant to Condition 24.3 (Freedom of Information).

20.6 Nothing in this Condition shall prevent the Department: -

A. disclosing any Confidential Information for the purpose of:-

* 1. the examination and certification of the Client’s accounts; or

ii. Any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which ESP has used its resources; or

20.7 Nothing in this Condition shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

20.8 In the event that the Contractor fails to comply with this Condition 20, ESP reserves the right to terminate the Contract by notice in writing with immediate effect.

20.9 The provisions under this Condition are without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information.

**21. Freedom of Information**

* 1. The Contractor acknowledges that ESP and project funders may be subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Department (at the Contractor’s expense) to enable the Client to comply with these Information disclosure requirements.

**22. Publicity**

22.1 The Contractor shall not make any public statement relating to the existence or performance of the Contract without prior approval, which shall not be unreasonably withheld.

**23. Right of Audit**

23.1 The Contractor shall keep secure and maintain until two years after the final payment of all sums due under the Contract, or such longer period as may be agreed between the parties, full and accurate records of the Services, all expenditure reimbursed by ESP and all payments made by ESP.

23.2 The Contractor shall grant to ESP or its authorised agents, such access to those records as they may reasonably require in compliance with the Contract.

**24 Data Protection Act 1998**

24.1 The Contractor shall not disclose or allow access to any personal data provided by ESP or acquired by the Contractor during the course of tendering for or executing the contract, other than to a person employed or engaged by the Contractor or any sub-contractor, agent or other person concerned with the same.

24.2 Any disclosure of or access to personal data allowed under Condition 24.1 shall be made in confidence and shall extend only so far as that which is specifically necessary for the purpose of the Contract.

**25. Indemnity and Insurance**

25.1 The Contractor shall indemnify ESP to a limit of £100,000 in respect of any one incident or series of incidents arising out of his performance of the Contract against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities in respect of any loss of or damage to property which is caused directly or indirectly by any act or omission of the Contractor. Indemnity in respect of death or personal injury shall be unlimited. This condition 25.1 shall not apply to the extent that the Contractor is able to demonstrate that such death or personal injury, or loss or damage, was not caused or contributed to by his negligence or default, or the negligence or default of his Staff or sub-contractors, or by any circumstances within his or their control.

* 1. The Contractor shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Contractor, arising out of the Contractor’s performance of the Contract, in respect of death or personal injury, or loss of or damage to property. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.
	2. The Contractor shall hold employer’s liability insurance in respect of Staff in accordance with any legal requirement for the time being in force.
	3. The Contractor shall produce to the Authorised Representative, on request, copies of all insurance policies referred to in this Condition or other evidence confirming the existence and extent of the cover given by those policies, together with receipts or other evidence of payment of the latest premiums due under those policies.
	4. The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract. It shall be the responsibility of the Contractor to determine the amount of insurance cover that will be adequate to enable the Contractor to satisfy any liability referred to in this Condition.

**26. Statutory and Other Regulations**

26.1 The Contractor shall be deemed to have acquainted himself with any and all Acts of Parliament, Statutory Regulations, or other such laws, recommendations, guidance or practices as may affect the provision of the service(s) specified under the Contract.

26.2 The Contractor shall be deemed to have acquainted himself with British/European Standards, Codes of Practice as may be relevant to this Contract.

26.3 The Contractor shall adequately train, instruct and supervise staff to ensure that so far as is reasonably practical the standards and codes of practice are observed.

**27. Equality of Opportunity**

27.1 The Contractor shall comply with all applicable fair employment, equality of treatment and anti-discrimination legislation, including, in particular: -

Equal Pay Act (Northern Ireland) 1970;

Sex Discrimination (Northern Ireland) Order 1976 (as amended);

Health and Safety at Work (Northern Ireland) Order 1978;

Disability Discrimination Act 1995 and the Disability Discrimination (Northern Ireland) Order 2006 (as amended);

Employment Rights (NI) Order 1996;

Race Relations (Northern Ireland) Order 1997;

Fair Employment and Treatment (NI) Order 1998 (as amended);

Part Time Workers (Prevention of Less Favourable Treatment) Regulations 2000;

Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002;

Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003;

The Employment (Northern Ireland) Order 2003

The Employment Relations (Northern Ireland) Order 2004;

Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006;

Employment Equality (Age) Regulations (Northern Ireland) 2006;

**The Work and Families (Northern Ireland) Order 2006.**

and shall use his best endeavours to ensure that in his employment policies and practices and in the delivery of the services required of the Contractor under this agreement he has due regard to the need to promote equality of treatment and opportunity between: -

a. Persons of different religious beliefs or political opinions.

b. Men and women or married and unmarried persons.

c. Persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave).

d. Persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997).

e. Persons with and without a disability (within the meaning of the Disability Discrimination Act 1995).

f. Persons of different ages; and

g. Persons of differing sexual orientation.

27.2 The Contractor shall take all reasonable steps to ensure the observance of the provisions of the above clause (27.1) by all servants, agents, employees, consultants and sub-contractors of the Contractor**.**

**28. Health and Safety**

The Contractor’s attention is drawn to the provision of the Health and Safety at Work (Amendment) (Northern Ireland) Order 1998 and in particular to Article 4 “General Duties of Employers to their Employees”.

**29. Conflict of Interest**

29.1 Provided that there shall be no conflict of interest and the Contractor shall fulfil his obligations to the Department the Contractor shall be at liberty to enter into agreement with other public sector organisations elsewhere in the United Kingdom for the provision of services.

29.2 The Contractor warrants that he is not at the date hereof retained by any interest that could be in conflict with the work of ESP and that for the duration of this Contract he will not accept instructions from any such interest either directly or indirectly nor do any other act which may give rise to conflict of interest.

**30. Transfer, Sub-Contracting and Assignment**

30.1 The Contractor shall not transfer or assign this Contract or a part thereof and shall not sub-contract any part of the provision of the services without the prior written consent of ESP.

* 1. It is a condition of such consent that the sub-contractor must undertake directly to perform the terms of the Contract in respect of the sub-contracted services as if he were the contractor.
	2. Any consent to sub-contract will not release the Contractor from any liability to ESP in respect of the sub-contracted section and the contractors shall be responsible for the acts, defaults or neglect of any sub-contractor or their agents or employees in all respects as they were the acts, defaults or neglect of the contractor or their agents, or employees.
	3. Where the Contractor enters a sub-contract with a contractor for the purpose of performing the Contract, he shall cause a term to be included in such sub-contract which requires payment to be made to the contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements.
	4. ESP may assign or in any other way dispose of its rights and obligations under this Contract or any part of it to any Department, Office or Agency of the Crown or any other body provided that any such assignment or other disposal shall not increase the burden of the Contractors obligations under this Contract.

**31. Severability**

31.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect as if the Contract had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of the Contract, the parties shall immediately commence negotiations in good faith to remedy the invalidity.

**32. Waiver**

32.1 The failure of either party to exercise any right or remedy shall not constitute a waiver of that right or remedy.

32.2 No waiver shall be effective unless it is communicated to the other party in writing.

32.3 A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.

**33. Variations**

33.1 The Contract shall not be varied unless such variation is made in writing by means of a Variation to Contract Form as set out at Appendix A.

33.2 In the event of an emergency ESP shall have the right to vary the Contract by oral instructions given by ESP’s Authorised Representative, which shall be confirmed by the issue of a Variation to Contract Form within 7 days.

33.3 ESP shall have the right to vary the Services at any time, subject to the Variation being related in nature to the Services being provided, and no such Variation shall vitiate the Contract.

33.4 The Contractor may request a Variation provided that:

a. the Contractor shall notify ESP’s Authorised Representative in writing of any additional or changed requirement which it considers should give rise to a Variation within 7 days of such occurrence first becoming known to the Contractor;

b. Any proposed Variation shall be fully supported by a quotation as detailed in Condition 33.5

33.5 The Contractor, within 14 days of being requested by ESP’s Authorised Representative or where requesting a Variation pursuant to Condition 33.4, shall submit a quotation to ESP, such quotation to contain at least the following information:

a. A description of the work together with the reason for the propose Variation;

b. The price, where applicable;

c. Details of the impact, if any, on other aspects of the Contract.

33.6 The price for any Variation shall, unless otherwise agreed between the Parties, be calculated in the following order of precedence:

a. Using the Prices or Rates;

b. Prices pro-rata to the Prices or Rates;

c. Prices based on the Prices or Rates.

33.7 ESP shall either approve or reject any Variation proposed by the Contractor.

33.8 In the event that the Contractor disputes any decision by ESP to reject a proposed Variation or contends that a proposed Variation is outstanding or continues to be required, the Contractor shall update the information contained in his quotation for the proposed Variation every Month and shall send the updated information to ESP.

**34. Performance Monitoring**

34.1 The performance of the Contractor will be subject to monitoring and review against agreed quality aspects.

34.2 Where applicable performance and or price indices may be applied by ESP to measure the performance of the Contractor.

34.3 The Contractor shall ensure that information, records, and documentation necessary to monitor effectively the performance of the Contract are maintained and are available at all times to the Authorised Representative.

**35. Force Majeure**

* 1. Neither party shall be liable to the other party by reason of any failure or delay in performing its obligations under the Contract which is due to Force Majeure, where there is no practicable means available to the party concerned to avoid such failure or delay.
	2. If either party becomes aware of any circumstances of Force Majeure which give rise to any such failure or delay, or which appear likely to do so, that party shall promptly give notice of those circumstances as soon as practicable after becoming aware of them and shall inform the other party of the period for which it estimates that the failure or delay will continue.
	3. For the purposes of this Condition, “Force Majeure” means any event or occurrence which is outside the control of the party concerned and which is not attributable to any act or failure to take preventive action by the party concerned, but shall not include any industrial action occurring within the Contractor’s organisation or within any sub-contractor’s organisation.
	4. Any failure or delay by the Contractor in performing his obligations under the Contract which results from any failure or delay by an agent, sub-contractor or supplier shall be regarded as due to Force Majeure only if that agent, sub-contractor or supplier is itself impeded in complying with an obligation to the Contractor by Force Majeure.

**36. Bankruptcy**

36.1 In the event of the Contractor becoming bankrupt or making a composition or arrangement with his creditors or having a winding up order made or (except for the purpose of reconstruction) a resolution for voluntary winding up passed or a receiver or manager of his business or undertaking duly appointed, or possession taken, by or on behalf of the holders or any debentures secured by a floating charge of any property comprised in or subject to the floating charge, ESP may at its discretion forthwith determine the Contract. The Contract may be reinstated and continued by ESP and the Contractor, if his trustee in bankruptcy, liquidator, receiver or manager, as the case may be, so agree.

**37. Termination on Default**

37.1 ESP may terminate the Contract, or terminate the provision of any part of the Services, by written notice to the Contractor with immediate effect if the Contractor is in default of any obligation under the Contract and:

a. the Contractor has not remedied the default to the satisfaction of ESP within 30 days, or such other period as may be specified by ESP, after service of written notice specifying the default and requiring it to be remedied; or

b. The default is not capable of remedy; or

c. The default is a fundamental breach of the Contract.

**38. Break**

38.1 ESP shall have the right to terminate the Contract, or to terminate the provision of any part of the Services, at any time by giving 1 Months’ written notice to the Contractor. ESP may extend the period of notice at any time before it expires, subject to agreement on the level of Services to be provided by the Contractor during the period of extension.

**39. Consequences of Termination**

39.1 If ESP terminates the Contract under Condition 37.1, or terminates the provision of any part of the Services under that Condition, and then makes other arrangements for the provision of the Services, ESP shall be entitled to recover from the Contractor the cost of making those other arrangements and any additional expenditure incurred by ESP throughout the remainder of the Contract Period. Where the Contract is terminated under Condition 37.1, no further payments shall be payable by ESP until ESP has established the final cost of making those other arrangements.

* 1. If ESP terminates the Contract, or terminates the provision of any part of the Services, under Condition [38.1], ESP shall reimburse the Contractor in respect of any loss, not including loss of profit, actually and reasonably incurred by the Contractor as a result of the termination, provided that the Contractor takes immediate and reasonable steps, consistent with the obligation to provide the Services during the period of notice, to terminate all contracts with sub-contractors on the best available terms, to cancel all capital and recurring cost commitments, and to reduce equipment and labour costs as appropriate.
	2. For the purposes of Condition 39.2 the Contractor shall submit to the Authorised Representative, within 14 working days after service of the notice, a fully itemised and costed list, with supporting evidence, of all losses incurred by the Contractor as a result of the termination of the Contract, or the termination of any part of the Services, to be updated only in respect of ongoing costs each week until the Contract is terminated.
	3. ESP shall not be liable under Condition 39.2 to pay any sum which, when added to any sums paid or due to the Contractor under the Contract, exceeds the total sum that would have been payable to the Contractor if the provision of the Services had been completed in accordance with the Contract.

**40. Arbitration**

40.1 All disputes, differences or questions between the parties to the Contract with respect to any matter arising out of or relating to the Contract, other than a matter of things as to which the decision of ESP is under the Contract to be final and conclusive, shall after written notice by either party to the Contract to the other be referred to a single arbitrator agreed for that purpose or in default of such agreement within twenty-one (21) days, appointed at the request of either party by the President of the Law Society of Northern Ireland. The decision of such arbiter shall be final and binding on the parties of the Contract.

40.2 The provision of the Arbitration Act 1996 shall apply to any arbitration under this contract and such arbitration shall be conducted solely within Northern Ireland.

**41. Law**

* 1. This Contract shall in all respects be governed by and construed in accordance with the laws of Northern Ireland and the parties hereby agree that the Courts of Northern Ireland shall have exclusive jurisdiction to hear and determine any dispute arising out of or in connection with this Contract.

**PART 4: APPENDICES**

Appendix A: Variation to Contract Form

Appendix B: Authorised Representatives Form

Appendix C: Acceptance of Terms & Conditions Form

Appendix D: EastSide Partnership Strategic Review

***Appendix A***

(See Condition 33.1)

VARIATION TO CONTRACT FORM

CONTRACT TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

CONTRACT REF: \_\_\_\_\_\_\_\_\_\_\_ VARIATION NO: \_\_\_\_\_\_\_\_\_\_\_\_ DATE:\_\_\_\_\_\_\_\_\_\_\_

BETWEEN:

The Contract is varied as follows:

Words and expressions in this Variation shall have the meaning/s given to them in the Contract.

The Contract, including any previous Variation(s), shall remain effective and unaltered except as amended by this Variation.

SIGNED:

For: ESP For: The Contractor

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Full Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Full Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Appendix B***

(See Condition 1.1C)

**AUTHORISED REPRESENTATIVES**

The Authorised Representative of ESP for the purposes of the Contract is:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mobile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The Authorised Representative of the Contractor for the purpose of the Contract is:

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mobile: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Appendix C***

**EASTSIDE PARTNERSHIP (ESP)**

**ACCEPTANCE OF TERMS & CONDITIONS**

**CHANGE MANAGEMENT SUPPORT & GOVERNANCE REVIEW**

 **(REFERENCE NO: ESP/DOR01)**

I/We the undersigned hereby tender for the above contract in accordance with the Terms of Reference at the prices quoted in the schedule forming part of my/our tender response (“the Tender”).

I/We agree that the Tender together with your written acceptance thereof shall constitute a binding contract between us and ESP in relation to the whole or such part of the Tender as may be specified in your written acceptance.

I/We have read, accept and agree to abide by the attached Terms and Conditions of Contract which take precedence over any terms, conditions, stipulations or provisos which may appear on or be annexed to any correspondence submitted by me/us in connection with this Contract.

I/We understand that ESP does not bind itself to accept the lowest or any tender submitted in response to this enquiry and may accept the whole or part of any tender.

To the best of our belief this submission complies fully with the requirements of the terms of reference. The details and information contained within the submission are true and accurate and best endeavours have been used so as not to mislead the assessors.

I/We agree that all decisions made by the ESP relating to the assessment of the submissions will be final.

I/We understand ESP reserves the right to discontinue the award procedure in the event of irregular tenders or in the absence of appropriate tenders and in such circumstances may use the negotiated procedure without a further call for competition.

I/We warrant that I/we have all the requisite corporate authority to sign the Tender.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed by or on behalf of the Tenderer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Tenderer: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Registered Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

***Appendix D***

**EASTSIDE PARTNERSHIP STRATEGIC REVIEW**

**Introduction**

The strategic planning process normally focuses on either a residential or full day meeting of the partnership board, project boards & committees and the staff team. Last year, with Covid-19 related restrictions, we met via Zoom but also preceded this with online meetings with each of the four sectors where there was the opportunity to raise issues and make suggestions. During the day we also had 2 sessions focussed on each project, again with the opportunity to raise issues and propose ideas.

Notes were taken of all sessions and distributed to all board / committee members and staff, with a commitment to bring back a response to the Partnership board in March 21. In addition, project managers were to bring all the matters raised for their projects to consider at the various boards and committees meeting prior to the March board.

This report consists firstly of all the matters raised in relation to the overall partnership board, ensuring that every matter raised was included, although in some cases similar issues were combined into one. This list was further divided under 3 headings: 1) issues that need addressed within the east Belfast community, 2) issues and ideas about how the partnership operates and 3) matters concerning the structure and internal management of the partnership. This process has involved the whole staff team in various ways, although each report to each project board / committee is prepared by the project manager and the overall report to partnership board has been prepared by the chief executive, liaising with the 2 assistant chief executives and the partnership chair.

The format of the report is to outline the issue / suggestion, comment on it with further information and/or analysis and then suggest what action is required if any. As you will see, it is proposed that some matters should be treated as priority, some in need of further discussion and some for which no action is required.

Where there is clear consensus at the board these proposals can be accepted for implementation, and / or where further discussion is required then time can be set aside for this to happen.

EastSide Partnership Report below;

**EastSide Partnership issues and suggestions**

|  |  |  |
| --- | --- | --- |
| **Issue raised** | **Comment** | **Further suggested action** |
|  |  |  |
| **East Belfast issues that need addressed** |
| A wide range of issues impacting on east Belfast were raised, and we have tried to outline all of these below, combining related issues, making some preliminary comment, and where appropriate, suggesting actions to address |
|  |
| Financial pressure, increased poverty & deprivation  | Alleviating poverty and disadvantage is the primary core value of the partnership, and in delivering our regeneration programme ALL projects are required to address poverty and deprivation and to report how they are doing so. Some projects focus entirely on disadvantage, such as EastSide Learning and the Scaffolding Project, while others such as arts and tourism need to ensure that their activity, at least in part, addresses disadvantage.  | We will ensure all ESP companies and projects reflect the value of *Alleviating Poverty and Disadvantage* within our business plans. Projects will outline contribution based on both direct and indirect interventions and will explore opportunities to further maximise impact in consultation with strategic partners. Alongside the Scaffolding Project committee, and ‘partner organisations’, we will also review Scaffolding strategy and plans with a view to increasing capacity / impact. |
| Unemployment, employability, training etc | We have a direct interest in employment, employability and training where we see opportunity relating to our ongoing activity – in arts, tourism, hospitality which are often significant employers for those who have not benefitted as much from formal education. A lot of ESP work also raises aspirations of local people and we feel what we do ultimately helps local people to become more employable.  | Whilst employability has not been identified as a strategic priority for the partnership (in context that we need to choose where best to focus our limited resources) we will continue to support east Belfast wide initiatives and explore ways to better measure the impact of Partnership work in this regard. |
| Changing and more diverse population, reflecting different cultures  | This indeed appears to be the case, both socially and culturally and it is important that the partnership structures and activity reflect this, without in any way ‘abandoning’ the strong identity and heritage of the longstanding community. The upcoming census will be interesting in this regard. | We recognise the importance of ensuring effective representation and creating an organisational culture of diversity and inclusion through all our Partnership structures and procedures. We have adopted inclusivity as one of ESP’s core values and each project will reflect on how business plans ‘live’ this value. As information becomes available from the census, a more general discussion within the partnership should be organised. |
| Educational disadvantage, made worse by the covid related restrictions | This is a priority for the partnership and EastSide Learning is one of our strategic activities, focussing entirely on addressing educational disadvantage. | Continue to manage and support EastSide Learning, securing ongoing funding for this critical activity. |
| Regeneration – a need for comprehensive neighbourhood planning and effective responses to new developments such as Sirocco site | This is indeed our approach. It is quite resource hungry and our strategy has been to focus on areas one at a time so that a significant difference can be made. This has been relatively successful in Holywood Arches, after several attempts with limited success and we are now about to do something similarly focussed on the remainder of the Newtownards Rd. | Lead on the development of a neighbourhood comprehensive development plan for Newtownards Rd. We are also considering a conference looking at the definition of regeneration and effective methodology / best practice as well as a potential seminar / workshop programme exploring the risk of gentrification through regeneration. |
| Less funding for community groups, alongside increased pressure on services and a need for more support. | This is a huge issue and will likely increase post covid when demand also increases. We certainly take every opportunity to lobby for resources for local community groups – without a strong community sector, local communities will deteriorate further and a strong partnership approach to regeneration needs a healthy community sector. | Obviously EBCDA are the main collective voice of the community sector in east Belfast however we are more than willing to add our voice to any initiatives proposed on this. |
| Social economy training and support required for community groups to become more self sustaining | Certainly a more entrepreneurial approach will contribute towards a more sustainable future for community groups. However, social enterprises can also cost money and much critical work being delivered by groups will not fit a social economy model. We do have lots of experience in social entrepreneurship and are happy to share this where appropriate, although providing support and training directly to local community groups is not currently one of our strategic priorities. | This has not been identified as a strategic priority for the partnership (in context that we need to choose where best to focus our limited resources) however we will continue to support partners such as EBCDA through sharing of our experience and expertise.  |
| Businesses under financial pressure and in danger of collapse  | While we are not a business support organisation, we do work directly and indirectly with many businesses in the east, particularly arounds tourism, arts and hospitality, and in this context we already provide support where we can. A good example of this is businesses in Ballyhackamore requesting assistance in developing a specific post-covid outdoor scheme which has won some financial support. | We will continue to work with businesses through engagement with local business associations and those involved in hospitality, tourism and arts, as well as supporting any initiatives that promote the wider east Belfast area. |
| Housing pressures – poor condition of existing housing stock, more social housing required, incl. smaller units, homelessness  | Again, housing is certainly a major issue, although not at this stage one in which we have major direct involvement. We do liaise with NIHE and various housing associations and also engage with potential major developments on large housing led schemes (eg Sirocco & TQ) as well as engaging with many smaller developers considering or already delivering smaller scale housing in east. Interestingly the issue of addressing fuel poverty was connected to poor quality insulation etc in existing social housing. | We will continue to engage with residential developers, including housing associations and more than happy to join with others in highlighting and pressing for action on housing issues such as retrofitting insulation, more efficient heating etc. |
| Rising ASB and domestic violence with added pressure of lockdown restrictions | While aware of these as real issues they are again not issues in which we have a direct involvement to date, although to some extent our broad physical regeneration agenda providing top quality outdoor space such as Connswater Community Greenway or the community, health and retail services in Ballybeen, hopefully encourage more socially positive behaviour in the community. | We will continue to engage with and raise aspirations of young people in east Belfast. We will also continue to work in partnership with PSNI, BCC Community Safety and Street Work Teams to build safe and confident communities.  |
| Environmental targets, active travel, greenways, green agenda etc  | This is a hugely important issue, now being recognised as something that requires urgent action across the world and in all sectors of society. It is a priority for us and recently strengthened in our core values.EastSide Greenways is obviously our ‘flagship’ project on this, but it something that needs to be reflected in everything we do.We want sustainability to be at the centre of our tourism strategy and in our property development we want to do more than just meet the increasingly high eco standards. | We will continue to work in partnership with Belfast City Council and others to raise the green agenda, champion active travel and promote environmental best practice in east Belfast. As a core value of the Partnership, this needs to be reflected, and reported, on across all activities. In addition, we will review / renew our environmental strategy, associated policies and practices. |
| The digital divide, even more apparent and dangerous under covid  | This has indeed become more apparent with the temporary move to ‘home schooling’ during the covid lockdown. It is yet another example of the underlying relative poverty experienced by many in east Belfast and is being addressed within existing programmes such as EastSide Learning.  | We will continue to directly address this where it impacts on programme areas, such as education, and where we can access resources. Where possible we will endeavour to provide opportunities for people online and offline when delivering programmes.Can also form part of the Scaffolding led lobbying on poverty issues and possibly also within the practical support. |
| Importance of health / mental health (ESP focus across all depts) BHSCT  | Virtually all our activity has a direct impact on health and well-being so we plan to articulate our contribution to the health agenda across the partnership, engaging / partnering with other stakeholders, such as EBCDA, PHA & BHSCT. | Similar to employability, health has not been identified as a strategic priority for the partnership, in the context that we need to choose where best to focus our limited resources and strategic roles of other organisations in east. However, we will continue to support east Belfast wide initiatives and explore ways to better measure the impact of Partnership work in this regard. |
| Centenary year – how can the partnership contribute to this being celebrated / recognised? | This is an important anniversary in the history of Northern Ireland, and east Belfast had a key role in the events surrounding the founding of the state in 1921. While there are a wide range of views on how this can be marked and/or celebrated we feel the best approach is to incorporate a series of events into a ‘talks programme’ held within EastSide Arts Festival. | Talks programme planned to be a part of the EastSide Arts Festival in August. ESP Board will be kept updated throughout planning stage.  |
| Strand Arts Centre | When the Strand cinema faced imminent closure some years back, we supported the plan to save both this historic building and to maintain and develop the space as an arts venue.This involved lobbying minister, ACNI, BCC and elected representatives alongside securing initial statutory funding and supporting the ongoing funding requirement.While significant capital funding has been agreed in principle, this is by no means a ‘done deal’ with a number of outstanding issues and we continue to actively support the Strand Arts Centre as it seeks the resources to develop. | Continue to support as at present. |
| Need to improve accessibility for those with disability – events, venues etc | This is also an important issue and thankfully one that has been addressed significantly in law in recent years. It is also something we seek to take seriously across all activity, including through our property development, but it would perhaps be a good idea to undertake a review at some stage at to any improvement we could make that would meet ‘best practice’ in addition to our legal responsibilities. | Ensure we meet all legal requirements and consider undertaking a review to ensure we are also meeting ‘best practice’, and where not, explain what the impediment is. |
|  |  |  |
| **How the partnership operates** |
| A number of matters were raised primarily relating to how the partnership operates, as follows: |
|  |
| More effective political engagement and lobbying for funding for east Belfast | We can always be more effective at what we do, however the partnership has a very extensive and effective political network and is continually lobbying for resources for the east of the city, not only for activities in which we are directly involved but for any that will benefit east Belfast.  | We will continue to sustain and build relationships with all political parties and continue to improve an already effective lobbying resource. |
| Facilitate & bring partners together  | This is our core ‘modus operandi’ and is how we work not only in relation to ongoing programmes but also for one-off issues etc.Where some of the issues raised through our strategic planning process may not be areas for us to programme, we should certainly be up for using our experience and skills, and extensive network, to bring stakeholders together to address particular issues. | Keep working in a partnership manner and consider bringing partners together to address particular issues as they arise.  |
| Inner / outer east balance – too much focus on inner | This has been an ongoing issue ever since the partnership was formed. It is a balance and while we seek to get the balance right we don’t always succeed.There are two broad issues – a) activity focussed on tackling poverty and addressing disadvantage and b) east Belfast wide activity such as greenway development, arts and tourism.In relation to a) most, but not all, of the disadvantage in east is based in inner east, hence the emphasis on inner over outer.In relation to b) we do try to spread our activity across the whole of east, although even on broader programmes we try to ensure a focus on disadvantaged areas and this will have a similar impact as under a). However, we can always do better on this so for example could our arts programme more actively seek out venues in outer east. | This is a balance impacted by factors such as levels of disadvantage and while we try to maintain an appropriate balance it is important that this is raised from time to time and that we also review, and where appropriate adjust, our activity to ensure we have the correct balance. ESP project managers will review and consider measures to redress balance. |
| Better articulate how projects (eg arts, tourism) contribute to regeneration  | This was timely to raise this as we completely concur and need to find ways of doing this better. Everything we do should be contributing to regeneration so we need to explore better ways of communicating this more effectively. If we proceed with the idea of a conference on regeneration and associated seminar / workshop process leading up to or as part of our 25th anniversary, then this would all form part of that thinking and planning. | We should indeed try to articulate and communicate this better, including possibly through a shared process of defining regeneration in east Belfast exploring what has worked well in the past, communicating ESP’s own methodology and how we can work with partners to develop in the future. We will also look at impact evaluation across projects. Will take this forward in planning for 25th anniversary / conference. |
| More co-design / co-ownership of projects | Again, this is already an important aspect of how we work as a partnership but can always be improved with new opportunities to do so sought. Perhaps we should be more aware of, and open to, approaches from others to work with us of issues of mutual concern / benefit. | We believe this should continue to be an important strand of our work and are open to new suggested developments / opportunities. |
| We need to be less conservative / more courageous | This point perhaps needs some further exploration in terms of context. We are not generally regarded within the sector as a conservative organisation although given the nature of our voluntary board of trustees and charitable objectives etc. often a more cautious approach is preferred. For example in relation to property development we are much more conservative in relation to borrowing, risk etc. | This issue would need further discussion and exploration before suggesting future actions to take forward in this regard.  |
| Improve listening to local community when determining need | This is hugely important and definitely needs further explored and developed with a clear plan for implementation. We also need to recognise the breadth of what we mean by ‘local community’ – it certainly includes the community sector which is well represented in our structures and decision making but it also includes the thousands of residents not involved in any organisation, the business community, many of whom are also very local, and of course our elected representatives whose role is to represent all constituents. | This is critical, and important that we improve. We should explore the idea of being an excellent ‘listening organisation’. This includes stakeholder mapping and potentially using software to co-design approach. This will also feed into how we effectively assess the impact of our work / activity. |
| Equal priority given to intangible regeneration, not just physical | Indeed this should be the case and again while it is a matter of balance, we should always be striving to get as right as possible. Both are very important, neither more so than the other; indeed most of what we do tries to combine both. While physical projects, such as the greenways and property development, use significant multi-million sums, usually this is only available for capital projects so it is vital that we work hard to attract as much as possible for the local community. Connswater Community Greenway is a good example but so also are our property developments such as the surgery at Bryson St or the multi-use facility at Enler. However, it is probably true that in terms of human resources, much more is directed at ‘intangible regeneration’ than at anything physical. For example our largest ever capital project, CCG, was only possible, and successful, because of the first-class community engagement associated with both it’s development and current operation, while our ESL programme targeting educational disadvantage has recently benefitted from the acquisition of the Carew II centre. | Our priority is regeneration – cultural, economic, physical and social – and they are all most effective when planned and developed ‘in balance’.As outlined above, we plan to review our method of working leading up to and during our 25th anniversary / conference. So we will review this balance as part of this process.  |
| Take a city-wide approach | EastSide Partnership has a very clear focus on east Belfast, but since our formation 25 years ago have also always taken a city-wide approach, albeit from an east perspective. A strong vibrant east Belfast is only possible within a strong vibrant city. It is important to keep this ‘twin focus’ in mind as we plan and deliver our regeneration strategy.We are part of the city-wide Belfast Area Partnership network, which still meets regularly, play a very active role in the Belfast Community Planning Partnership, and across our arts, education, greenway and tourism programmes work with partners across the city, particularly in the west. | We will maintain the dual focus on east and city-wide, as both grow stronger together. |
| Better engagement with BCC (CPP)  | While we relate to a wide range of statutory agencies, BCC is our most important public sector partner, with an active engagement in every area of our activity.It would be fair to say that our relationship with BCC has never been better. We have an excellent relationship at senior and middle management level alongside very active and positive engagement with members, across all parties, including those who sit on our board(s) and others with an interest in our activity.We participate very actively in the CPP and all the associated sub-groups, with this responsibility shared among the management team, and feedback from meetings also shared within ESP management team. | Engagement with BCC is already very good and we are continually building on and strengthening existing relationships. Our view is that this relationship is built on mutual respect and a common agenda. |
| DfC NR review – ensure happens and effectively engage | In recent years it has been difficult to discuss NR policy with the local team covering east, mainly because there has been a complete change of personnel, with staff coming in having little background in or knowledge of regeneration and renewal. Regeneration policy is handled by others and the local team seem to have little access to current thinking, with the primary focus being on the administrative aspects of the contract.Following the review of the People & Place strategy, the minister decided against the transfer of regeneration powers to local councils, although that matter remains under review. There is a current ongoing review of the People & Place review however this only involves the neighbourhood partnerships and not the area partnerships, so our influence over this decision is somewhat limited.Having said that, it is possible the 4 area partnerships may be asked to engage with the policy review team, and in east we can also engage with the neighbourhood partnership for an update on progress. | Seek to engage where possible with the ongoing review, both directly with the review team via BAPs and indirectly via the local NR partnership. |
| ESP needs to prioritise 3-5 areas and focus on these  | This is indeed the core of our current strategy, recognising that we cannot do everything that needs done. We apply specific criteria to the potential areas we could focus on, and for the past number of years these have been arts, education, greenways, property and tourism, and more recently the Scaffolding project. Our current strategy is to continue to focus on these, with consideration given to seeking to build the Scaffolding project plans and resources to meet what is seen as an increasing need. | Retain the current strategic priorities, with a reassessment of the Scaffolding project. As above, we plan to review our strategy, method of working and impact leading up to and during our 25th anniversary / conference. So we will review our strategic priorities as part of this process. |
| Visibility of ESP – eg ‘disappeared’ and not part of response to Covid  | The perception that the partnership ‘disappeared’ during covid was raised and needs addressed – obviously not in a simple response in this document but through further engagement with stakeholders, particularly the community sector. It appears the criticism was aimed at the partnership generally, and not at the ‘projects’ such as education, arts etc, where I think there was a general acceptance that the partnership continued to be very active, showing significant flexibility and resilience in adapting to the very challenging circumstances. However, the partnership to some extent doesn’t really exist outside of the projects – the ‘projects’ are what the partnership does. As almost no partnership activity happens in our offices, closing the office should have had no impact on our visibility ‘on the ground’. However, we accept that the perception of having ‘disappeared’ needs addressed.The partnership is a 7-day week operation, with the visitor centre open 364 days a year and both arts and greenways often active during the weekends. In relation to coordinating a response to community needs during lockdown, the partnership felt they took the correct decision to work with and support the existing coordinating structure set up in east. In relation to our own programmes, these continued to be delivered in creative ways, and with the support of the community coordinating group / EBCDA as appropriate. | In terms of our actual activity during the current or future lockdowns we don’t propose any change. However, there is some further work required in better communicating the nature of the partnership and how it operates, and an opportunity to better address how we manage Avalon House to better communicate to the wider community that we are still operating, what we are doing and how we can be accessed. |
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| **Organisational / structure** |
| Some matters were also raised relating primarily to the internal structure of the partnership, as follows: |
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| The board is too large and unwieldy and needs to be restructured to become more effective | The partnership board, with potentially 25 directors + statutory observers and management team in attendance, is certainly unwieldly and there have been several well documented attempts to reduce this to something more akin to the vast majority of boards in other sectors. All of these have been rejected to date. Concerns have included members feeling that they would have less influence if they were not directors. As a result, a different structure has emerged, with the formation of subsidiary companies and committees, where all the project decision-making lies (although the committees need ESP board sign off) with the parent board holding the boards and committees to account, and contributing to overall and project strategy, in board and through the annual residential or strategy day. While any significant change would need to be considered carefully it may indeed be an appropriate time to review the structure of the partnership, particularly with ongoing changes to the staff management structure related to the ‘managed/phased retirement’ of the chief executive.  | Consider a process to review the partnership structure in light of the matters raised. The chair and chief executive to bring back a paper to a future board meeting with proposals for how this could be taken forward. |
| The board should better reflect the diversity of the community of east Belfast | It is indeed important that the board reflect the community it serves and as referenced above in responding to the issue of diversity, east Belfast has become an increasingly diverse community.As proposed above, this is something we should address through a robust process. | See above re diversity under ‘issues’. |
| The future financial sustainability of the partnership should be strengthened, particularly in light of impending public funding pressures.  | This has been an active and important aspect of the partnership strategy almost from the beginning when we realised we could not depend solely on government core funding if we were to develop our own strategy and plans as a regeneration charity.Landmark East (now EastSide Property) and Avec Solutions were and are an integral aspect of this strategy, as was our focus on taking a more entrepreneurial approach to how all partnership activities are managed. We have also developed and implemented a best practice reserves policy for both the parent company and each subsidiary providing a more stable base in the event of any unexpected negative impact on income.Through our risk register, and audit and risk committee, we try to look ahead at potential or expected funding challenges.In addition to managing future risk, and having a stable financial basis, we also need to be open to the possibility of stopping or reducing some of our activity, as needs change and funding priorities change or develop. This does not mean that we are only funding led, but where funding ends or decreases we should at least look at the situation and see if the need we were addressing is still present or as much of a priority as it was. | We should keep to the existing strategy of generating income, managing budgets effectively, maintaining appropriate reserves and seeking out income generation opportunities (including fundraising strategies) whilst continuing to manage potential risk to ensure future financial sustainability. |