

**Tender for**

**Full Business Review**

**Derby Museums**

**Issue Date: 08 September 2023**

**Return Date: 06 October 2023**

**Tender No. DM/FBR23**

**Tel: 01332 641901**

**E mail: tonyb@derbymuseums.org**

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**1 Introduction**

**Why do we need a Full Business Review**

Derby Museums was established as an independent charitable trust in 2012 to manage three museum sites and to care for the collections of cultural heritage on behalf of Derby City Council. In 2015 it was a Major Partner Museum under the Arts Council England (ACE) Scheme and from 2018 has been an ACE National Portfolio Organization

Ten years on the organization needs a review. Derby Museums has chalked up significant successes, but it now faces existential challenges. During the last decade the external economic, social and political environment have changed dramatically. Ten years of austerity have made the organisation vulnerable to large reductions in public funding. In the more immediate term high levels of inflation and an energy crisis have increased costs at a time when income has reduced.

The current financial model and thus the shape, size and scale of the organisation cannot be sustained without change. It will not be able to perform obligations under the partnership agreement with Derby City Council nor will it be able to deliver its commitments as out lined in its Arts Council NPO agreement.

Derby Museums is inviting tenders from suitably qualified individual (s) and/or organisation(s) to deliver for a Full Business Review, to guide it towards future sustainability and build a stronger partnership with its stakeholders, particularly Derby City Council

**Background**

Derby has unique cultural assets. It has the finest collection of work by Joseph Wright of Derby, the 18th century artist of the Enlightenment, and is ‘Designated’ by Arts Council England as a collection of national significance. Derby’s identity was 300 years in the making, and the Enlightenment spirit of creativity and invention resonates today. The heritage of the city is used to frame ambitions for the future both as one of the UK’s top high-tech cities and a principal centre for manufacturing and sustainable engineering.

For the first time in over a decade, all three of Derby’s museums are fully open to the public. Following a £18m redevelopment, the Museum of Making opened in May 2021. In its first year it welcomed over 100,000 visitors. Situated at Derby Silk Mill, part of the Derwent Valley Mills UNESCO World Heritage Site, this ground-breaking museum is recognised as a centre for innovation and public participation and will be a key driver of Derby's visitor economy. It has been awarded a number of construction and architectural accolades and was a finalist in the Art Fund’s Museum of the Year prize 2022.

Derby Museums is delivering work committed to social change by improving the life chances for young people through inspiring learning activity both on and off site. It has broadened the appeal of heritage across the city’s diverse communities by working in neighbourhoods and embedding participation. It has built international networks through the sharing of knowledge and expertise and through the delivery of the UK Creative Communities Fellowship programme with US based partner National Arts Strategies. It has also played a leading role in the post-pandemic recovery of Derby as the new Museum of Making and the Derby Ram Trail drew crowds to the city centre throughout the summer of 2021.

**Financial context**

Like other civic museums in the UK, Derby Museums has experienced a dramatic change in its financial context. This is the single most transformative trend to affect the civic museums’ sector in recent years.

When the trust was formed in 2012, Derby City Council provided a three-year funding agreement of around £1.3 million per annum. In addition, ACE’s transitional funding accounted for £500,000 per annum. In 2015 investment from these two sources accounted for 97% of the museum’s overall income.

Investment from Derby City Council began to reduce in 2015-16 and, by 2020-21, it amounted to £630,000 per annum. Investment from ACE in 2015 stood at £400,000 per annum, and that figure has remained static into our current core NPO settlement 2023-26 (although we have received an uplift of £150,000 p.a. in order to deliver two iterations of the United Kingdom Creative Community Fellowship programme).

In order to grow the business and to deliver its strategic aims whilst public investment reduced, Derby Museums has quickly increased its capacity to fundraise (individual giving, trusts and foundations) and to generate income from commercial sources. Crucially, the delivery of the £18 million Museum of Making project contained a sizeable annual revenue income to support staffing both during its delivery and through the first two years of operation.

Derby Museums has transitioned, within a decade, to a mixed economy which theoretically spreads risk through diverse income streams. In the financial year 2022-2023, the ratio of direct public investment against project or earned income was 50:50. in the coming year, that figure will be 40:60. There will be an immediate challenge in the financial year 2023-24 as this will be the first year since 2015 where there will be no NLHF revenue support for the organisation.

In early 2022 a three-year budget was set, underpinned by the use of reserves to off-set predicted deficits. The drawing down of reserves was to be tapered until 2026 when the organisation was anticipated to break even. The break-even budget would be achieved through a mixture of increased income from commercial activity as the Museum of Making became established, income from trusts and foundations and endowment investment. The organisation would also seek to reduce costs through efficiencies.

This plan supposed a stand-still of core public sector income from Derby City Council and ACE. The drawing down of reserves by 2026 would have left just under £1m in unrestricted reserves, equating to six months operating costs as per Derby Museums’ current reserves policy.

At the beginning of 2022-23 the museum was in a steady financial position. It had weathered both nearly a decade of austerity and the privations of Covid. The sudden increase in energy costs, higher levels of inflation and the subsequent cost of living crisis has presented unexpected short and medium-term financial pressure. In addition, with less money in visitors’ pockets, secondary spend and earned income is likely to reduce. Public sector funding is at best standstill from Arts Council England (ACE) and in decline from Derby City Council. Costs are rising just as public funding is falling.

In 2022-23, Derby Museums had a deficit of £500,000, in 2023-24, the deficit is predicted to be £400,00. Whilst this will still leave over £1m in unrestricted reserves, to continue to run the business in this way will be financially unsustainable.

**2 Statement of Requirements/Specification**

**Overall Aim**

The full business review will assess Derby Museums and its operating arrangements.

It will provide Derby Museums with guidance for its future sustainability and success whilst it operates in a time of disruption and rapidly decreasing public funding.

**You will be required to produce an initial draft (high level) report and a comprehensive final report (in accordance with the Timetable) that addresses how Derby Museums can achieve the overall aim mentioned above and specifically (but not exclusively) delivers a report containing analysis and providing recommendations on the following matters:**

**Situation Analysis**

This must consider the organisation current operational model within its current income base.

We would expect the study to include:

* + Relevant comparator analysis with similar museum organisations
	+ A review of current and potential funders/sponsors desires and expectations
	+ A review of Derby Museums’ current financial strategy/approach and its sustainability
	+ A review of the current operations including staffing
	+ Governance arrangements.
	+ Legal (in particular that of Derby City Council in their role as landlords and owners of the assets in the care of Derby Museums).

**Recommended strategy for organisational sustainability and success:**

We would expect such Report to address (but not be limited to) the following issues:

* Funding and financial planning
* Stakeholder relationships namely (Derby City Council, Arts Council, NLHF, Rolls Royce Asset management)
* Operational requirements
* Key audiences
* Partnerships
* Data management
* Partnerships (visitor economy, learning and education providers, local industry)
* Staffing – (structure and pay)
* Operations (eg opening hours, systems of work, facilities, public programming)
* Commercial operations and Fundraising and Development.
* Any other relevant issues
* A review of potential organisational efficiencies and additional income generation

**Action Plan**

The recommended strategy for organisational sustainability and success to be broken down into the following timescales:

* Short term (Immediate – 1 year)
* Medium term (1-3 years)
* Long term (3 years +)

**3 General Information for Tenderers**

# **Submission of Quotation**

Quotations should be received no later than **Noon** **6th October 2023**

Quotations and any queries, should be addressed to:

Tony Butler

Executive Director

The Museum and Art Gallery

The Strand

Derby

DE1 1BS

01332 641901

In addition to one paper copy of the quotation documentation you should submit a copy via email to info@derbymuseums.org quoting subject “Derby Museums Full Business Review tender” or document transfer in Word, Excel or PDF formats.

**The closing time for the receipt of quotations is 1200 hours on 6th October 2023, we will not consider any quotations received after this time.**

We will not accept any manual quotation submission unless it is sent in using the label provided at Appendix 2. Quotation envelopes should be properly sealed and either sent by post or delivered by hand to the address detailed on the label.

**Clarification questions should be addressed by email to** **tonyb@derbymuseums.org**

The Museum reserves the right to end this Tender at any time and not to be bound to make any appointment. Tenderers are responsible for their own costs in participating in this process.

**Timetable**

The following timetable will apply to this project This work should be carried out as quickly as possible and we may bring these timings forward.

|  |  |
| --- | --- |
| Deadline for clarification questions | 5 pm 27 September 2023 |
| Deadline for Submissions | Noon 6 October 2023 |
| Notification of selection for a face to face interview | By 10 October 2023 |
| Interviews | 19 October 2023 |
| Notification of successful company | By 25 October 2023 |
| Appointed supplier to start work | 1 November 2023 |
| Initial Draft (high level) report | 1 February 2024 |
| Final Report submitted by | 15 March 2024 |
| Completion of Contract | 31 March 2024 |

**Deliverables**

The consultant will produce two bound copies of the Business Review and one unbound copy. They will also supply the Review in electronic form both as a Word Document and a pdf. The Review will be the copyright of the client. Strict confidentiality should be maintained with regard to legal and financial information provided by or obtained for the Derby Museums but the rest of the Review will be made publicly available.

The consultant will clear the copyright for any illustrations or other material used.

**Skills and experience required**

The consultant team will have expertise and experience in:

* Writing Business Reviews and Business Plans for the heritage and/or commercial sector.
* Understanding legal issues regarding relationship between Local Authorities and arms-length bodies and charitable trusts.
* Understanding of a museum’s collections and other asset management issues.
* Appropriate qualifications and experiences.
* Analysing options for commercial opportunities and fundraising making recommendations.
* Excellent communication skills both written and oral.

**Monitoring Arrangements**

The commission will be managed by Tony Butler Executive Director of Derby Museums who will provide the appointed consultant with relevant additional information at the start of the contract. We expect a commissioning meeting and regular communication throughout the project. We would also like a monthly progress report from the consultant.

**Budget**

A budget of a maximum of £60,000 is available for this commission, this excludes VAT, but includes all expenses. This will cover all costs for the work packages specified in Section 2 – Project Specification.

##### 4 Pricing Schedule

Please provide us with a cost breakdown for this commission in the table below. The costs should be broken down into components with a full description of each component and its associated time (number of days) and costs.

*Please adjust the size of the text boxes to suit your response.*

|  |  |  |  |
| --- | --- | --- | --- |
| Component | Component description | Delivery by (date) | Cost (£) exclusive of VAT |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  |  |  |  |
|  | **Total Costs** |  |  |

Please state relevant daily rate(s) in case any additional work should be necessary as part of this commission.

£\_\_\_\_\_\_\_

**5 – Evaluation Criteria**

**4 – Evaluation Criteria**

All bids will be evaluated using a three stage process. An initial evaluation stage to ensure compliance is followed by assessment to ensure the level of service proposed meets the quotation specification. Any bids failing to meet the requirements of a stage will be eliminated from further evaluation.

**Any bids which do not include all requested information will fail to be evaluated.**

### **First Stage - Exclusion Criteria**

## Any bidder who has been the subject of a conviction by final judgment of which the contracting body is aware for one or more of the reasons listed below shall be excluded from participation in a public contract:

(a) participation in a criminal organisation

(b) corruption

(c) fraud

(d) money laundering

## Any economic operator may be excluded from participation in a contract where that economic operator:

(a) is bankrupt or is being wound up, where his affairs are being administered by the court, where he has entered into an arrangement with creditors, where he has suspended business activities or is in any analogous situation arising from a similar procedure

(b) is the subject of proceedings for a declaration of bankruptcy, for an order for compulsory winding up or administration by the court or of an arrangement with creditors or of any other similar proceedings

(c) has been convicted of any offence concerning his professional conduct

(d) has been guilty of grave professional misconduct proven by any means

(e) has not fulfilled obligations relating to the payment of social security contributions

(f) has not fulfilled obligations relating to the payment of taxes in accordance with the legal provisions of the country in which he is established

(g) is guilty of serious misrepresentation in supplying the information required under this Section or has not supplied such information.

## Second Stage – Award Criteria

## The tender submitted will be subject to evaluation based on the following:

* Evidence of organisation’s / consultants’ past experience of providing similar services and evidence of success
* Details of two contracts carried out by the relevant consultant that relate to the Statement of Requirements.
* Signed Health & Safety statement.
* Signed Equality & Diversity statement
* Signed Insurance statement
* A detailed response on how the tenderer will fulfil the requirements of the Statement of Requirements including a statement as to your understanding of the issues and priorities of the Museum as set out in the Introduction
* A project plan with costings and timings
* Details of which consultant will undertake each element of the work with relevant consultants’ CVs
* Two satisfactory references

**In awarding the contract the following criteria will be used:**

Price – 25% Quality – 75%

## Quality Scoring

|  |  |
| --- | --- |
| **Assessed Standard** | **Marks** |
| Very high standard with no reservations  | 5 |
| High standard | 4 |
| Good standard, acceptable with minor reservations | 2-3 |
| Low standard with significant reservations  | 1 |
| Completely fails to meet requirements | 0 |

# **Quality Assessment Weighting**

|  |  |  |  |
| --- | --- | --- | --- |
| **Quality Aspect** | **Aspect Weighting (A)** | **Quality Score Awarded (B)** | **Weighted Marks****(AxB)** |
| An outline project plan including approach and methodology for delivery of the Specification | 5 | 5 | 25 |
| Evidence and examples of previous work and delivering similar commissions for cultural or charitable organisations over the last three years | 4 | 5 | 20 |
| A time plan with key milestones, including evidence of capacity to complete the work within the indicated timeframe | 4 | 5 | 20 |
| Evidence of a thorough understanding of the issues and priorities of the Museum as stated in the Introduction | 2 | 5 | 10 |
| **Total**  |  |  | **75** |

## Price score

As the pre-determined price/quality split is 25/75 the lowest quotation is allocated the maximum 25%

## Quality Score

As the pre-determined price/quality split is 25/75 and Tenders will be scored up to a maximum of 75%

## Combined scores

The quality and price scores are then added together to determine the best overall score.

**Based on the highest scores from the written submissions we may invite up to 3 bidders to a face to face meeting on 19th October 2023. The interviews will be used to clarify the panel’s understanding and scoring.**

# **6 – Supporting Information**

# **5 – Supporting Information**

##### SECTION A *Company Details*

*(Please adjust the size of the text boxes to suit your response)*

A-1: Company Name:

A-2: Name and position of person applying on behalf of the company (please include telephone number and email address:

A-3: Registered Office:

A-3: Registration Number:

A-4: If the Company is a member of a group of companies, please provide the name and address of the ultimate holding company:

A-5: Does your company or any of your company’s Directors (of a company), partners (of a firm) or anyone in an equivalent position e.g. any other senior managers who have powers of representation, decision or control have any convictions relating to any of the offences listed under regulation 23(1) of the Public Contracts Regulations 2006? If so, please list each conviction with full details:

**SECTION B *Experience of the Company***

*(Please adjust the size of the text boxes to suit your response)*

B-1 Please provide a brief history of the Company and its evolution:

B-2 Please detail your company and management structure including brief CV’s of the key personnel that will be delivering this contract:

B-3 With reference to requirements outlined in **Part 2 – Specification** and service quality aspects outlined in **Part 4 – Evaluation Criteria**, please provide details and evidence to support your organisation’s bid for this contract:

**SECTION C *References***

C-1Please supply the name, Company name and address, telephone number and e mail address of two referees from whom references may be sought, and indicate if you require the initial contact to be made by your company.

Where different consultants are nominated / tender for different work packages, please give two relevant referees for each consultant.

|  |  |  |
| --- | --- | --- |
| **Contact name and position in company** | **Company name and full postal address; telephone number; e mail address** | **Initial Contact to be made by yourselves?****(Yes/No)** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**SECTION D *Company Statements***

**D-1: Health and Safety Statement**

1. Please provide the name and position of the person within your organisation with ultimate responsibility for organisational Health & Safety:

2. Derby Museums requires organisations to make the following commitments to Health and Safety by signing the undertaking:

* To provide adequate control of health, safety and welfare risks arising from the organisation’s work activities which may affect its workforce or others.
* To consult with the workforce on matters affecting Health and Safety.
* To provide and maintain safe plant and equipment at all times.
* To ensure all members of the organisation’s workforce are competent in their roles, with an adequate level of training, information, instruction and supervision to be able to fulfil the roles.
* To minimise and so far as possible prevent accidents and cases of work-related absence and ill health.
* To maintain safe and healthy working conditions.
* To ensure funding and resource are available to fully implement the above.
* To review and revise this statement as necessary at regular intervals not exceeding 12 months.

Further, whilst your organisation carries out any work on Derby Museums’ behalf you agree to:

* Ensure that your entire workforce will keep to all relevant Health and Safety legislation
* Comply with any instructions from the Derby Museums’ supervising or Safety Officers.

|  |  |
| --- | --- |
| Signed for and on behalf of the organisation: |       |
| Signed: |  |
| Position within organisation: |       |
| Organisation’s name: |       |
| Date: |       |

**D-2: Equality and Diversity Statement**

Derby Museums requires that organisations confirm:

* 1. Compliance with all legal obligations for the following:
* Race
* Sexual orientation
* Disability
* Age
* Religion or belief
* Gender
* Human rights
	1. That there has been no finding of unlawful discrimination against the Organisation by any court or employment tribunal in the last three years.
	2. That the Organisation has not been the subject of a formal investigation on grounds of alleged unlawful discrimination in the last three years by, for example:
* The Commission for Racial Equality (CRE);
* Disability Rights Commission (DRC);
* Equal Opportunities Commission (EOC);or
* Equality and Human Rights Commission (EHRC).

This undertaking is to be signed by a partner, director or authorised representative, in their name and on behalf of the organisation.

|  |  |
| --- | --- |
| Signed for and on behalf of the organisation: |       |
| Signed: |  |
| Position within organisation: |       |
| Organisation’s name: |       |
| Date: |       |

**D-3: Insurances Statement**

Please provide details of level of Public Liability and Professional Indemnity insurance cover held by your organisation.

**Insurer:**

**Policy Number:**

**Value of Cover:**

**Expiry date:**

If your organisation does not currently hold insurance cover to the levels required under the terms of this contract (see Appendix 1 – “Conditions of Contract”) your organisation confirms that it is prepared to obtain required levels of cover should the contract be awarded to the organisation.

This undertaking is to be signed by a partner, director or authorised representative, in their name and on behalf of the organisation.

|  |  |
| --- | --- |
| Signed for and on behalf of the organisation: |       |
| Signed: |  |
| Position within organisation: |       |
| Organisation’s name: |       |
| Date: |       |

**7 – Payment Details**

**6 – Payment Details**

**Invoicing and Payment**

Invoices shall be submitted to Derby Museums at monthly periods for work completed

during the preceding month. Invoices shall be accompanied by a full breakdown of

charges relating to the services provided by the Operator. All payments will be made

through the BACS payments system.

Should any work not have been completed, then the amount for that work will be deducted from payment.

Derby Museums payment terms are 30 days from date of receipt of invoice although

we aim to pay SMEs more quickly than this.

Please complete your bank and relevant company details below.

Bank Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account Name\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Bank Address\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Sort Code

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Account No.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Postcode\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

No invoices will be accepted from any Contractor without an official written order from Derby Museums and the order number in full being quoted on all invoices.

**IMPORTANT** - All invoices for Derby Museums should be addressed to:

 Jen Cuadrado

 Derby Museums

 Museum and Art Gallery

 The Strand

 Derby

 DE1 1BS

**Failure to do so may lead to a delay in payment.**

**8 – Contract Conditions Acceptance**

**7 – Contract Conditions Acceptance**

**Tender for Full Business Review of Derby Museums**

I/we the undersigned DO HEREBY UNDERTAKE to provide the Service upon and subject to the terms and conditions set out in such Conditions of Contract, Specification, and the pricing and rates contained in the pricing schedule and other documents as are contained or incorporated herein.

Signature ...............................................................

## *Duly authorised agent of the Supplier*

Position held ...............................................................

Name and Address ...............................................................

of Supplier

...............................................................

...............................................................

...............................................................

Tel and email ……………………………………………..

 …………………………………………….

Dated ...............................................................

It must be clearly shown whether the Supplier is a Limited Company, Corporation, Partnership, or Single Individual, trading in his own or another name, and also if the person signing is not the actual tenderer, the capacity in which he signs or is employed.

**Appendix 1 – Conditions of Contract**

**Appendix 1 – Conditions of Contract**

**1 Definitions and Interpretation**

1.1 **Appendix** means the Appendix hereto.

1.2 **Commencement Date** means the relevant date stated in the Appendix.

1.3 **Conditions** means these Conditions of Contract including any other documents annexed hereto.

1.4 **Contract** means the agreement entered into between Derby Museums and the Supplier embodying, these Conditions, the Specification, Pricing Schedule, Payment Details, any Schedules and other documents listed in the Appendix, Supporting Information or proposals from time to time put forward by the Supplier and approved by Derby Museums.

1.5 **Contract Documents** means the documents comprising the Contract.

1.6 **Contract Manager** means the person or persons nominated by Derby Museums to manage the contract.

1.7 **Contract Period** means the period stated in the Appendix starting on the Commencement Date or such longer period as may be determined in accordance with these Conditions*.*

1.8 **Contract Representative** means the person or persons nominated pursuant to Condition 6.

1.9 **Contract Standard** means, in relation to the performance and discharge of any part of the Contract and each and every Order forming a constituent part thereof:

1.9.1 with the exercise of all reasonable and proper skill, care and diligence and in accordance with best professional practice and in a manner free from dishonesty and corruption;

1.9.2 such standard as complies in each and every respect with the relevant provisions of the Contract and any Order pursuant thereto and where and to the extent that no criteria are stated in the Contract and any Order pursuant thereto the standard is to be to the entire satisfaction of the Contract Manager;

1.9.3 in compliance with all relevant legal requirements including those of Acts of Parliament, Statutory Regulations or Orders and Codes of Practice in operation from time to time, including but without prejudice to the generality of the foregoing, the Financial Regulations and other internal requirements of Derby Museums.

1.9.4 in absolute co-operation with Derby Museums and their other suppliers.

1.10 **Order** means an official order in respect of the Services or any part or parts thereof issued by Derby Museums to the Supplier.

1.11 **Pricing Schedule** means the Pricing Schedule set out above and so entitled which incorporates the prices and rates for the supply of the Service.

1.12 **Service** means a full business review for Derby Museums as detailed in the Statement of Requirements and Specification to be supplied in accordance with the Contract or any Order pursuant thereto and includes any variation thereto made pursuant to Condition 8.

1.13 **Specification** means the Statement of Requirements which describes the Services to be supplied and installed by the Supplier to Derby Museums and any variation or modification thereto made pursuant to Condition 8.

1.14 **Supplier** means the person, persons or company whose tender has been accepted by Derby Museums and who accordingly enters into the Contract with Derby Museums to supply the Services.

1.15 Reference to the Supplier shall be deemed to include the Supplier’s partners directors and employees and the Supplier’s agents and sub-contractors unless the context otherwise requires.

1.16 Reference to time shall be construed, during the period of summer time, to be British Summer Time and otherwise to be Greenwich Mean Time.

1.17 The Contract shall be governed by and construed in accordance with English Law, and the English courts shall have jurisdiction over any dispute or difference, which shall arise out of or in connection with the Contract or any Order pursuant thereto.

1.18 A reference to any Act of Parliament, or to any Order, Regulation, Statutory Instrument or the like shall be deemed to include a reference to any amendment or re-enactment of the same.

1.19 To the extent that legislation permits any payment hereunder shall be made in Pounds Sterling.

1.20 The meanings of the words defined in the Specification shall also apply within these Conditions so far as applicable.

1.21 In the Contract, unless the contrary intention appears:

1.21.1 words importing the masculine gender include the feminine gender;

and

 1.21.2 words in the singular include the plural and vice-versa;

1.21.3 words importing a written notice/order/instruction include information transmitted by electronic means.

**2 Form of Contract**

2.1 Sufficiency of Information

The Supplier shall be deemed to have satisfied itself before submitting its Tender as to the accuracy and sufficiency of the prices stated by the Supplier in its Tender which shall (except in so far as is otherwise provided in the Contract) cover all the Supplier’s obligations under the Contract and shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Supplier’s Tender.

2.2 Documents Mutually Explanatory

Except as otherwise expressly provided, the Contract Documents are to be taken as mutually explanatory of one another. Should the Supplier become aware of any ambiguities or discrepancies in or between the Contract Documents, the Supplier shall immediately inform Derby Museums giving full details. Any such notified ambiguities or discrepancies or any ambiguities or discrepancies otherwise coming to the notice of Derby Museums shall be resolved by Derby Museums who shall issue to the Supplier any appropriate instructions. If any such instruction changes the basis upon which the Supplier tendered so as to render any price inappropriate, the said instruction shall be treated as a variation.

2.3 Variation of Conditions

Following the formation of a binding agreement, no deletion from, addition to, or variation of the Conditions shall be valid or of any effect unless agreed in writing and signed by the parties.

2.4 Copyright

Copyright in the Contract Documents shall vest so far as it lawfully can in Derby Museums but the Supplier may obtain or make at its own expense any further copies required for use by the Supplier in the supply of the Services.

2.5 Exclusion of Rights and Third Parties

It is further agreed and declared that nothing herein contained or implied shall give or be construed as giving any rights, privileges, powers or enforceability other than to the specific parties executing this document as defined herein and their successors (if any) and the provisions of the Contracts (Rights of Third Parties) Act 1999 and any benefits or rights which could arise therefrom are expressly excluded to the intent that no third party within the meaning of that Act shall have any rights of enforcement in respect of any matter herein contained.

**3 Contract Manager**

3.1 Derby Museums shall appoint a Contract Manager who shall be the person or persons named in the Appendix or such other person or persons nominated in writing to act in the name of Derby Museums for the purposes of the Contract or any constituent part thereof.

3.2 The relevant Contract Manager shall have power to issue instructions to the Supplier on any matter relating to the Contract and the Supplier shall comply therewith. If any such instruction is a variation within Condition 8 it shall be valued pursuant thereto.

3.3 From time to time the relevant Contract Manager may appoint one or more representatives to act for the Contract Manager generally or for specified purposes or periods. Immediately any such appointment is made, the relevant Contract Manager shall give written notice thereof to the Supplier.

**4 Supply of Service**

4.1 The Service will be in conformity with the Specification, samples or other descriptions of the Service contained and referred to in the Supplier’s tender.

* 1. The Service must be delivered at the delivery point specified by the relevant

Contract Manager. If the Service is incorrectly delivered, the Supplier will be responsible for any additional expense incurred in delivering the same to their correct destination.

4.3 The Service must be delivered, carriage paid and unloaded as specified by the relevant Contract Manager.

4.4 The Service and risk shall remain in the Supplier until they are delivered to the point specified by the relevant Contract Manager.

4.5 The relevant Council shall advise the Supplier and the carrier (if any) in writing, by a qualified signature on any delivery note, of any loss or damage within the following time limits:

4.5.1 Partial loss, damage, defects or non-delivery of any separate part of a consignment shall be advised within 7 days of date of delivery of the consignment or part consignment;

4.5.2 Non-delivery of the whole consignment shall be advised within 21 days of notice of despatch.

4.6 The Supplier shall make good free of charge to Derby Museums any loss of or damage to or defect in the Service where notice is given by Derby Museums of the same.

4.7 In the case of the Service delivered by the Supplier not conforming with the requirements of the Contract whether by reason of quality, or quantity or not being fit for the purpose for which the Service is required (where such purpose has been made known in writing to the Supplier), Derby Museums shall have the right to reject such Service within a reasonable time of their delivery and to purchase elsewhere but without prejudice to any other right which Derby Museums may have against the Supplier. The making of payment shall not prejudice Derby Museums’ right of rejection. Before exercising the said right to purchase elsewhere Derby Museums shall give the Supplier reasonable opportunity to replace the Service or any elements thereof with a replacement which conforms to the Specification and terms of the Contract or any Order pursuant thereto.

4.8 Notwithstanding that the Specification contains detailed exemplification of individual elements of the Contract this shall not in any way detract from the overriding obligation to execute all such elements of the Contract in an integrated manner in accordance with best practice to best standards applicable to such elements and to the satisfaction of the relevant Contract Manager in the performance of such standards and practice.

4.9 Subject as otherwise contained in the Specification such instruction may state the type or part of the supply of the Service required including Derby Museums’ requirements with regard to timescale for delivery. For the avoidance of doubt, any such timescale may encompass any number of separate dates or times for the supply of the Service or any part thereof.

4.10 If at any time it appears to Derby Museums that the Supplier’s performance of the Contract does not conform to the Contract Standard, Derby Museums may without prejudice to any other right or remedy available to it, require the Supplier to return immediately to the agreed Contract Standard.

4.11 The Supplier shall make good within one week of its occurrence any damage resulting from or arising out of the supply of the Service. In the event of the Supplier failing to make good such damage, Derby Museums shall, two weeks after giving written notice to the Supplier or after such shorter time as may be reasonable if the proposed work is urgently needed, be entitled to arrange for making good of any damage and in this event, the cost shall be a debt from the Supplier and shall be recoverable accordingly.

**5 The Supplier’s Obligations**

5.1 The Supplier shall supply the Service described in the Specification to the Contract Standard with reasonable and proper skill care and diligence, with the utmost good faith and to the performance requirements set out therein in accordance with best professional practice, the written instructions of and, subject as aforesaid, to the satisfaction of the relevant Contract Manager and to such individual timescale or timescales as may be specifically prescribed or otherwise with all due diligence.

5.2 The Supplier shall forthwith comply with any and all written instructions issued to it by Derby Museums in respect of any matter relating to the supply of the Service in respect of which the relevant Contract Manager is empowered to issue instructions, save that:

5.2.1 where, subject to the detailed requirements of the Specification, such instruction is one requiring a variation within the meaning of Condition 8, the relevant Contract Manager shall comply with the provisions of Condition 8; and/or

5.2.2 where such instructions cannot be complied with by reason of Act of God or Force Majeure (which shall include acts of government, fire, tempest, acts or war and related matters which are both beyond the control of the Supplier and are such that the Supplier with the application of all due diligence and foresight could not prevent) which causes the cessation of or substantial interference with the duty of the Supplier to perform its obligations under the Contract shall be suspended until such circumstances have ceased.

5.2.3 Any instruction to provide the requirements of the Contract or any part thereof to the Contract Standard shall not be held to be a variation within Condition 8 or otherwise.

5.3 The Supplier shall inform the Contract Manager promptly and confirm in writing if the Supplier is unable or fails to supply the Service or any part thereof, or if the Supplier is aware of anything of whatever nature and whether or not the result of any act or omission on the part of Derby Museums which prevents or hinders or which may prevent or hinder the Supplier from complying with the Contract giving details of the circumstances, reasons and likely duration. The provision of information under this Condition shall not in any way release or excuse the Supplier from any of its obligations under the Contract.

5.4 The Supplier shall as may be necessary or describe co-operate, liaise with, and co-ordinate its activities with those of any other supplier or sub-contractor employed directly or indirectly by Derby Museums shall carry out the Contract or any Order pursuant thereto in harmony with no detriment to any other service provided by or on behalf of or to Derby Museums. If the Supplier defaults in complying or fails to comply with this Condition then any costs, expenses, liabilities, or damages incurred by Derby Museums as a consequence thereof, including the reasonable cost to Derby Museums of the time spent by its employees as a result of the default or failure, may be deducted from any sums due or to become due to the Supplier under this Contract or shall be recoverable from the Supplier by Derby Museums as a debt.

5.5 The Supplier shall not advertise the fact that it is supplying the Service to Derby Museums under this Contract other than with Derby Museums’ written permission.

**6 The Supplier’s Personnel**

6.1 The Supplier shall employ sufficient managers and appropriate personnel to ensure that the Service is provided at all times and in all respects in accordance with the Contract (including during holidays or absence through sickness or otherwise).

6.2 The Supplier shall ensure that such persons are properly and sufficiently instructed and supervised.

**7 Achievement of Standard**

7.1 Without prejudice to each and every remedy of Derby Museums in the event of a failure of the Supplier to provide the Service in accordance with the terms of the Contract and any Order pursuant thereto, the Supplier shall at all times during the performance of the Contract supply the Service in accordance with the Specification and to the Contract Standard.

7.2 The Supplier shall as soon as reasonably practicable provide the relevant Contract Manager with any information relating to the performance of the Contract which he may reasonably request.

**8 Variations**

8.1 The Contract Manager may, at any time, by written notice, request the Supplier to make any reasonable alteration to the Contract or any Order pursuant thereto (herein referred to as a ‘Variation’). In the event of a Variation being required, Derby Museums shall instruct the Supplier to state in writing its ability to meet the requirements of the Variation and the effect such Variation will have on the cost of the Contract. The Supplier shall respond within fourteen (14) days from receipt of the Contract Manager’s instructions or such other period as may be agreed.

8.2 Notwithstanding any data with regard to the value and/or volume of the Service or commissions, whether set out in the Specification or otherwise (which is only given as a guide) Derby Museums gives no guarantee and accepts no liability as to the actual values or volumes which will be placed with the Supplier. Derby Museums shall in no circumstances be liable to the Supplier for any consequential or financial loss of any kind whatsoever arising therefrom.

**9 Confidentiality**

9.1 The Supplier shall not, without Derby Museums’ written consent, make use of for its own purposes or disclose to any person (except as may be required by law), the Contract Documents or any information contained therein or in any material provided to the Supplier by Derby Museums pursuant to the Contract or prepared by the Supplier pursuant to the Contract, all of which information shall be deemed to be confidential.

9.2 The Supplier shall indemnify and keep indemnified Derby Museums against all actions, claims, demands, proceedings, damages, costs, losses, charges and expenses whatsoever in respect of any breach by the Supplier of this Condition.

**10 Health and Safety**

10.1 The Supplier shall at all times comply with the requirements of the Health and Safety at Work, etc. Act 1974, the Management of Health and Safety at Work Regulations 1992 (including the provision of the Supplier of copies of its risk assessments under these Regulations when requested by Derby Museums), and of other Acts, Regulations, Orders, rules of law or Codes of Practice pertaining to health and safety.

10.2 The Supplier shall, so far as the same may impact on Derby Museums, adopt safe methods of work in order to protect the health and safety of its own employees and, to the extent applicable, Derby Museums’ employees and all other persons (including members of the public).

10.3 The Supplier shall indemnify Derby Museums for any loss, costs or damage caused for breach of this Condition.

**11 Equal Opportunities**

The Supplier shall at all times comply with its statutory obligations under the Race Relations Act 1976 and, accordingly, will not treat one group of people less favourably than others because of their disability, colour, race, nationality or ethnic origin.

**12 Observance of Statutory and other Requirements**

The Supplier shall comply with all statutory and other provisions to be observed and performed in connection with this Contract and shall indemnify Derby Museums against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect of any breach of the Supplier of this Condition.

**13 Agency**

13.1 The Supplier shall not in any circumstances hold itself out as being the servant or agent of Derby Museums otherwise than in circumstances expressly or impliedly permitted by the Contract.

13.2 The Supplier shall not in any circumstances hold itself out as being authorised to enter into any contract on behalf of Derby Museums or in any other way to bind Derby Museums to the performance, variation, release or discharge of any obligation otherwise than in circumstances expressly or impliedly permitted by the Contract.

13.3 The Supplier shall not in any circumstances hold itself out as having the power to make, vary, discharge or waive any Byelaw or Regulation of any kind.

**14 Gratuities**

The Supplier shall not, whether itself or by any partner or by any person employed by it to supply the Service, solicit or accept any gratuity, tip or any other form of money taking or reward, collection or charge for the supply of the Service other than any charges properly approved by Derby Museums in accordance with the provisions of the Contract or any Order pursuant thereto.

**15 Indemnity and Insurance**

15.1 The Supplier shall be liable for and shall fully and promptly indemnify Derby Museums, its employees, agents and other suppliers against all liabilities, damages, costs, losses, claims, demands and proceedings whatsoever, howsoever arising, whether in contract, tort or otherwise directly or indirectly out of or in the course of or in connection with any provision of the Contract (or any Order pursuant thereto) or from any negligence, negligent act, negligent omission, default or breach of duty on the part of the Supplier or the breach by the Supplier of any provision of the Contract or any Order pursuant thereto. For the avoidance of doubt:

15.1.1 The Supplier’s liability to indemnify Derby Museums pursuant to this Condition on account of loss of or damage to any property of any nature whatsoever includes a liability to reimburse to Derby Museums all costs and expenses reasonably incurred by Derby Museums in the reinstatement or replacement of such property.

15.1.2 The Supplier’s liability and indemnity arising under this Condition shall be without prejudice to any other right or remedy available to Derby Museums.

15.2 The Supplier shall insure with a reputable insurance company against all loss of and damage to property and death of or injury to persons arising directly out of its obligations under the Contract or any Order pursuant thereto and against all actions, claims, demands, costs, charges and expenses in respect thereof. Documentary proof of such insurance cover shall be made available on demand by the Supplier.

15.3 Nothing in the Contract shall purport to exclude or restrict the liability of the Supplier for death or personal injury arising out of its acts or omissions, its agents, employees, servants and sub-contractors.

**16 Royalties and Other Rights**

The Supplier shall not in connection with the Contract or any Order pursuant thereto use, manufacture, supply or deliver any process, article, matter or thing, the use, manufacture, supply or delivery of which would be an infringement of any patent or patent rights or any other intellectual property rights and the Supplier shall indemnify the Derby Museums against all actions, claims, demands, proceedings, damages, costs, charges and expenses which Derby Museums may sustain, incur or be put to by reason or in consequence directly or indirectly of any breach of this provision (whether wilful or inadvertent) and against the payment of any royalties or other monies which Derby Museums may have to make to any person or body entitled to patent rights or any other intellectual property rights in respect of any process, matter or thing used, manufactured, supplied or delivered by the Supplier in connection with the Contract or any Order thereto.

**17 Payment**

17.1 The Supplier shall submit to the Contract Manager an invoice in respect of the Services supplied to Derby Museums and valued in accordance with the Pricing Schedule and any provision as to payment contained within the Payment Details, and in the event of the Service being supplied in part or instalments (by prior arrangement with Derby Museums), such invoices shall reflect the same.

17.2 Subject to the proper provision by the Supplier of the requirements of the Contract or any Order pursuant thereto Derby Museums shall make due payment within 30 days of receipt of the invoice.

**18 Value Added Tax**

Derby Museums shall be liable to pay to the Supplier such Value Added Tax (VAT) as may be properly chargeable on the Supplier in respect of the provision of the Contract to Derby Museums except to the extent that any such Value Added Tax or penalties related thereto are so chargeable because of some breach of or non-compliance with any relevant statutory provisions by the Supplier.

**19 Prices and Rates**

19.1 The prices and rates shall be as stated in the Pricing Schedule.

19.2 Unless otherwise agreed in writing by the Contract Manager, Derby Museums shall not be liable for the cost of any work done or time spent or expense incurred in excess of that provided for by this Contract or any Order pursuant thereto.

**20 Assignment and Sub-Contracting**

20.1 The Supplier shall not assign the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof.

20.2 The Supplier shall not sub-contract the Contract or any part thereof or any Order pursuant thereto to any person or employ or agent to carry out the requirements of the Contract or any part thereof without the previous written consent of Derby Museums (which, if given, shall not relieve the Supplier from any liability or obligation under the Contract). The Supplier shall be responsible for the acts, defaults, or neglect of any sub-contractor or agent or their employees or agents in all respects as if they were the acts, defaults or neglect of the Supplier, notwithstanding that Derby Museums may require as a condition of giving consent to sub-contract or appoint an agent a direct warranty and undertaking from the sub-contractor or agent concerning the requirements of and compliance with the Contract in all respects.

20.3 Without prejudice to the provisions of this Condition it shall be the responsibility of the Supplier to maintain full control over and adequate liaison with any sub-contractor or agent in order to ensure compliance with the Contract Standard, and, in addition, full control and adequate liaison as between sub-contractors and agents.

**21 Legal Proceedings**

21.1 The Supplier, immediately upon becoming aware of the same, shall notify Derby Museums of any accident, damage or breach of any statutory provision relating to any way to the provision of or connected with the Contract or any individual Order there under.

* 1. If requested to do so by Derby Museums, the Supplier shall provide any relevant information in connection with any legal inquiry, arbitration or court proceedings in which Derby Museums may become involved or any relevant disciplinary hearing internal to Derby Museums and shall give evidence in such inquiries or proceedings or hearings arising out of the provision of the Contract.

**22 Termination**

22.1 If the Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining of the Contract or any other contract with Derby Museums or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any contract with Derby Museums or if the like acts shall have been done by any person employed by the Supplier or acting on the Supplier’s behalf (whether with or without the knowledge of the Supplier) or if in relation to the Contract or any other contract with Derby Museums, the Supplier or any other persons employed by the Supplier or acting on the Supplier’s behalf, shall have committed any offence under the Prevention of Corruption Act 1889-1916 or shall have given any fee or reward to any employee or trustee of Derby Museums, the Trust shall be entitled at its option to rescind the Contract or to terminate the Supplier’s employment under the Contract and without prejudice to recover from the Supplier the amount of any loss resulting from such termination.

22.2 Derby Museums has relied on the information provided by the Supplier contained in the Form of Tender and any presentation submitted to Derby Museums prior to its acceptance and prior to entering into the Contract and any material misrepresentation contained therein shall entitle Derby Museums to rescind or terminate this Contract at its option.

22.3 Derby Museums shall be entitled forthwith upon the happening of any of the following events to terminate this Contract, such events being

22.3.1 Discovery of a material misrepresentation by the Supplier prior to the execution of this Contract.

22.3.2 Any material breach or a series of persistent minor breaches by the Supplier of the Contract or any Order pursuant thereto which in the opinion of Derby Museums justifies termination of the Contract.

22.3.3 The Supplier becoming bankrupt or making a composition or arrangement with its creditors or has a proposal in respect of its company for voluntary arrangement for a composition of debts or scheme or arrangement approved in accordance with the Insolvency Act 1986.

22.3.4 The Supplier having an application made under the Insolvency Act 1986 to the Court for the appointment of an administrative receiver.

* + 1. The Supplier having a winding up order made or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding up passed.

22.3.6 The Supplier having a provisional liquidator, receiver or manager of its business or undertaking duly appointed.

22.3.7 The Supplier having an administrative receiver, as defined in the Insolvency Act 1986, appointed.

22.3.8 The Supplier having possession taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge.

22.3.9 The Supplier being in circumstances which entitle the court or a creditor to appoint or have appointed a receiver, a manager or administrative receiver or which entitle the Court to make a winding up order.

Then in any such circumstances Derby Museums may, without prejudice to any accrued rights or remedies under the Contract, terminate the Contract by notice in writing having immediate effect.

* 1. If the Contract is terminated as provided in Condition 22.1 or 22.3 and is not reinstated, Derby Museums shall:

22.4.1 cease to be under any obligation to make further payment until the costs, loss and/or damage resulting from or arising out of the termination of the Supplier’s employment shall have been calculated and provided such calculation shows a sum or sums due to the Supplier;

22.4.2 be entitled to employ and pay other persons to provide and complete the provisions of the Contract or any part thereof or any Order pursuant thereto;

22.4.3 be entitled to deduct from any sum or sums which would but for Condition 22.4.1 have been due from Derby Museums to the Supplier under this Contract or any other contract or any Order pursuant thereto to be entitled to recover the same from the Supplier as a debt, any loss or damage to Derby Museums resulting from or arising out of such termination. Such loss or damage shall include the reasonable cost to Derby Museums of the time spent by its employees in terminating the Contract and in making alternative arrangements for the provision of the Contract, any individual Order or any part thereof.

22.4.4 when the total costs, loss and/or damage resulting from or arising out of the termination of the Supplier’s employment have been calculated and deducted so far as practicable from any such or sums which would but for Condition 22.4.1 have been due to the Supplier, any balance shown as due to Derby Museums shall be recoverable as a debt.

22.5 The rights of Derby Museums under this Condition are in addition to and without prejudice to any other rights they may have.

22.6 The provisions of Condition 15 shall continue in force notwithstanding the termination of this Contract.

**23 Recovery of Sums Due to Derby Museums**

Derby Museums reserves its right at Common Law and in Equity to set off against its indebtedness to the Supplier any debt owed to Derby Museums by the Supplier and any liability, damage, loss, costs, charges and expenses which they have incurred in consequence of any breach by the Supplier of this Contract or any other contract or any Order pursuant thereto.

**24 Whole Contract**

The Contract constitutes the whole agreement and understanding of the parties as to the subject matter hereof and there are no prior or contemporaneous agreements between the parties with respect thereto.

**25 Amendments**

No amendments to the Contract or any Order pursuant thereto shall be binding unless in writing and signed by the relevant Contract Manager on behalf of Derby Museums and by the duly authorised representative of the Supplier and expressed to be for the purpose of such amendment.

**26 Inconsistency**

In the event of any patent inconsistency between the provisions of the Specification and any of the Conditions of Contract the Conditions shall prevail SAVE that in the event of the Specification containing exemplification of any aspect of a particular Condition or Conditions then to the extent of such exemplification the same shall have force and effect and in the event of ostensible ambiguity or inconsistency Derby Museums shall be the sole arbiter of the same and shall instruct the Supplier accordingly.

**27 Notices**

Any demand, notice or other communication required to be given hereunder shall be sufficiently served if served personally on the addressee or if sent by prepaid first class recorded delivery post, electronic mail or facsimile transmission to the last known address of the party to be served therewith and if so sent shall, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the date of posting or on successful transmission as the case may be.

**28 Waiver**

Forbearance, indulgence or failure by Derby Museums or its Contract Manager at any time to enforce the provisions of the Contract or to require performance by the Supplier of any of the provisions of the Contract or any Order pursuant thereto shall not be construed as a permanent waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of the Contract or any part thereof or the right of Derby Museums to enforce any provision in accordance with its terms.

**29 Arbitration**

Save in respect of Termination pursuant to Condition 22 (in respect of which the rights of Derby Museums shall be absolute) or any other condition where the discretion of the same is stated to be absolute any dispute or difference which may arise between Derby Museums and the Supplier in connection with or arising out of the Contract may, by agreement of both parties, be resolved by arbitration, in which event such dispute or difference shall be referred to a single arbitrator to be agreed between Derby Museums and the Supplier or failing such agreement within fourteen (14) days to be nominated by the President for the time being of the British Chartered Institute of Arbitrators in accordance with the Arbitration Act 1996 or any statutory modifications or re-enactment of it.

**30 Standards**

Where an appropriate British Standard specification or British Standard Code of Practice issued by the British Standards Institution is current, all goods used or supplied and all workmanship shall, as a minimum requirement, be in accordance with standard or an equivalent European standard, without prejudice to any higher standard required by the Contract. Any reference in the Contract Documents to a standard published by the British Standards Institution, or the specification of another body, shall be construed equally as a reference to an equivalent one.

* + 1. **Intellectual Property Rights**

The Supplier hereby assigns to Derby Museums all existing and future intellectual property rights (including, without limitation, patents, copyright and related rights) and inventions arising from the performance of the Service. The Supplier agrees promptly to execute all documents and do all acts as may, in the opinion of Derby Museums, be necessary to give effect to this condition 31.

31.2 The Supplier hereby irrevocably waives all moral rights under the Copyright, Designs and Patents Act 1988 (and all similar rights in other jurisdictions) which the Supplier has or will have in any existing or future works produced in connection with the performance of the Service.

**Conditions**

1.2 Commencement Datemeans **1 November 2023**

1.7 Contract Period will expire: **31st March 2024**

3.1 The relevant Contract Manager will be **Tony Butler**

15 Public Liability Insurance cover: **£1 million**

 Employers Liability Insurance cover: **Statutory level**

 Professional Indemnity Insurance cover: **£500,000**

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**APPENDIX 2: RETURN LABEL**

**APPENDIX 2: RETURN LABEL**

Tony Butler

Executive Director

Derby Museums

Museum and Art Gallery

The Strand

Derby

DE1 1BS

Reference No. DSM/02/FUND

Received by:

Date:

Time:

**Tender**