

Agenda Item No: **Report No:**
Report Title: **The Tom Paine Festival 2009**
Report To: **Cabinet** **Date:** **23 July 2007**
Lead Councillor: **Councillor Gray**
Ward(s) Affected: **All**
Report By: **Chief Executive**
Contact Officer(s): **John Crawford**

Purpose of Report:

To seek the Cabinet's approval to enter into a contract with the company that is the proposed Project Manager for the Tom Paine Festival 2009 on behalf of the Town Council and other interested organisations.

Officers Recommendation:

- 1 To approve the Heads of Terms set out in Appendix A subject to any final amendments by the District Solicitor when the contract is drafted
- 2 **Information**
 - 2.1 The bi-centenary of Tom Paine's death will occur in June 2009. During the past five years, a group of local people working under the title 'The Tom Paine Project' has organised events to commemorate the six years that Tom Paine spent in Lewes working on his ideas. The group has produced a range of activities each year comprising lectures and small exhibitions to create interest in the fact that Tom Paine is a significant part of the heritage of Lewes.
 - 2.2 The potential of Tom Paine's time in Lewes as a tourism attraction has not up to now, been seriously explored. His birthplace and schoolroom at Thetford in Norfolk have been promoted as part of their tourism package for some years and the amount of interest generated by tourists, particularly American tourists, is significant.
 - 2.3 Earlier this year, a steering group was formed comprising representatives of the following organisations:
 - Lewes Town Council
 - Lewes Chamber of Commerce
 - The Headstrong Club (a voluntary society that celebrates Tom Paine's life and ideas)

- The Tom Paine Project Limited (a non profit making company that the group of local people formed to produce events concerning Tom Paine.
 - Lewes District Council (in its tourism role)
- 2.4** The Steering Group decided that if the festival in 2009 was to be taken seriously, it required a committed Project Manager with a good track record of creating and managing cultural and tourism attractions. The Steering Group advertised in Sussex to see what interest there would be and interviewed a strong short list of candidates.
- 2.5** The Steering Group decided to appoint Mr Paul Myles, who has previously helped to produce the Lewes Town Festival and has also acted as entrepreneur and Manager for four substantial sculpture exhibitions in Lewes Town Hall. Mr Myles has proposed that he would form a company, limited by guarantee, as the vehicle for managing the event and would seek sponsorship and external funding to help support the exhibition.
- 2.6** The Steering Group has agreed with that proposal, but because the Steering Group has no legal personality, one of the organisations in the Steering Group would have to enter into a contract with the company.
- 2.7** The choice falls between the Town Council and the District Council. The Town Council has asked if the District Council would take responsibility for the contract because the Town Council does not have the staff resources to create or deal with a commercial contract of this nature. The District Council has entered into a similar arrangements in the past, most notable being the Rodin Exhibition which was held in 1999.
- 2.8** The Cabinet has previously authorised a budget of £10,000 to support cultural and tourism events in 2009 related to the Tom Paine Festival. The contract would limit the District Council's financial liability to this sum or to any further sum that the Council might specifically allocate for cultural or tourism events related to the project.
- 2.9** The proposed heads of term are set out in Appendix A. If the Cabinet agree to the proposal, a contract will be drawn up by the District Solicitor.

3 Environmental Implications

I have completed the Environmental Implications Questionnaire and this report is exempt from the requirement because it is a Progress Report.

4 Risk Management Implications

- 4.1** I have completed a Risk Assessment in accordance with the Council's Risk Management methodology and the following risks and mitigating factors have been identified:
- (a) There is a risk that sufficient sponsorship and external funding may not be found, in which event the project would be under funded and might not go ahead at all or only on a very reduced basis.
 - (b) The District Council will be required to pay for work to be done by the Project Management Company in advance of the festival. Provided the company fulfils its part of the Contract, the sums advanced would not recoverable.
- 4.2** I propose that we mitigate these factors by entering into a Contract with the Management Company that limits the Council's financial liability to £10,000 and that the money is paid in instalments as the project progresses and the Company starts to deliver results. The second mitigating factor is that the Project Management Company would comprise experienced people who have organised local events and exhibitions of this nature and who have a strong personal commitment to the success of the project.

5 Financial Implications

- 5.1** The Council has provided a budget of £10,000 for cultural and tourism projects related to the Tom Paine Festival in 2009. The Town Council has also committed £10,000 in this financial year and has stated that it will provide a further £10,000 in the following year. We would enter into an agreement with the Town Council that the District and Town funding would be applied 50/50 to the expenditure under the Contract with the Company.
- 5.2** A significant part of the duty of the Project Managing Company would be to seek external sponsorship and funding to support the proposed activities.

6 Background Papers

The minutes of the Steering Group,

The advertisement for a Project Manager

Documents relating to previous events in the town commemorating Tom Paine.

7 Appendices

Appendix A Proposed Heads of Terms between Lewes District Council and the company.

Tom Paine Festival 2009

**Project Management
Heads of Terms**

Parties to the Contract

Lewes District Council and

The Company

Duties

The Company will provide the following services ('the Work')

1. To create and present proposals to the Steering Group for the activities and events to take place in the Tom Paine Festival.
2. To organise the events and activities agreed by the Steering Group in a competent and business like manner and to a professional standard.
3. To create an audio visual presentation of the life and times of Tom Paine that will remain in the town after the Festival as a tourist attraction.
4. To prepare a publicity and marketing strategy, a project plan and a business plan for the consideration of the Steering Group
5. To present to the Steering Group each month an update of the progress in the project plan and the business plan
6. To maintain effective liaison with the public and private sector agencies and any organisations that may be involved in the project.

7. To seek sponsorship from the private sector to fund the events of the Festival.
8. To seek any grants that may be available from public or charitable sources.
9. To represent the proposals for the Festival in a positive way to the business community and the public.
10. To attend Steering Group meetings and participate in other meetings as necessary.
11. To keep effective stewardship of the resources allocated by the Company and keep effective controls in place so that there is proper and effective use of those resources.
12. To ensure that any necessary licences are obtained and that the Festival operates in all respects within the law.

Period of Contract

From 30 July 2007 (unless earlier terminated as provided in the Contract or extended by mutual Contract) until 31 July 2009.

The Council may terminate the Contract by giving the Company written notice expiring at any time if the Council considers that the results of the Work are unlikely to be of value to the Council.

Office facilities

The Council or the Town Council may make available to the Company free of charge such office and other facilities at its premises as they may decide

for the purpose of enabling the Company to perform its duties under the Contract.

Good faith

The Company will not at any time during the Contract or within 6 months after its termination directly or indirectly work or act in any field covered by the Work.

Fees

The Council will pay to the Company a fee of £10,000 exclusive of VAT payable in instalments monthly in arrear within 14 days of the presentation of a VAT invoice from the Company.

The fee will be to reimburse the Company for the time and expenses of its activities in organising the Festival and the time of creative consultants that it may employ to carry out research or create material for the Festival as part of the Work.

Confidential information

The Company will during and after the Contract keep confidential and not (except as authorised or required by the Contract) use or disclose to any person any information which the Company acquires from the Council or the Steering Group in connection with or as a result of the Contract or any information relating to the Work which arises out of the Company's services under this Contract unless and until the Company establishes that such information in its entirety is or has become public knowledge otherwise than by unauthorised disclosure in breach of this/her clause.

All records reports documents drawings and other papers (including private notes) and all copies and extracts of them made or acquired by the Company in the course of the Work will be the property of the Council and

used only for the purpose of the Work and be returned to the Council on demand at any time and without demand on the termination of the Contract.

Company's Undertaking

The Company will undertake to work in a competent and efficient manner and use its best endeavours to promote and develop the project.

The Company will if so required by the Council perform the work jointly with one or more other persons as the Council from time to time direct.

Expenses

The Company will when requested produce invoices or vouchers or other evidence of actual payment) relating to the discharge of its duties under the Contract.

Absence and illness

The Company must notify and keep the Council fully informed of any illness or other event that may affect the Company's performance of his duties under the Contract.

Results

The Company will promptly communicate to the Council full details of all information which results from the Work (including any material created or acquired by the Company) during the term of the Contract or within 6 months after its end and that material (including copyright) will be and remain the sole property of the Council.

The Company will without further remuneration but at the Council's expense execute all documents and do all acts and things which the Council at any

time during or after the Contract requires to obtain or maintain any copyright or other protection in respect of the information and material or to vest the results in the Council.

Termination for breach

The Company will have the right (in addition to any other rights which it has at law) to terminate the Contract immediately and without liability for compensation or damages on the happening of any of the following events:

- If the Company fails to comply with any of his express or implied obligations under this Contract or any Contract supplemental to it or if the Company fails or ceases to perform his duties under this Contract to the Council's reasonable satisfaction;
- If the Company is unable or prevented from carrying out his duties under this Contract because of illness or injury or any other cause for any period or periods exceeding one month

Tax and national insurance contributions

The Company will warrant to the Council that it is an independent Contractor for all the purposes of this Contract and will indemnify the council that any remuneration or other payments that it makes under this Contract that are chargeable to tax are declared and accounted for and that any national insurance contributions are duly paid.

Insurance

The Company will take out adequate third party and public liability insurance for all activities.

Entire understanding

The Contract will embody the entire understanding of the parties in respect of the matters contained or referred to in it and there are no promises terms conditions or obligations oral or written express or implied other than those contained in the Contract.

Liability

The Council's liability to the Company will be limited to the fees payable under the Contract.

Variation

No variation or amendment of the Contract or oral promise or commitment related to it will be valid unless committed to writing and signed by or on behalf of both parties.

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