



GREATER MANCHESTER COMBINED AUTHORITY
CONDITIONS OF CONTRACT
FOR SERVICES

AGREEMENT/CONTRACT 1171

AGREEMENT BETWEEN

GREATER MANCHESTER COMBINED AUTHORITY

AND

MARKETING MANCHESTER

Contract for the Provision of
Marketing Manchester Business Plan 2025-26

SCHEDULES

SCHEDULE 1 – SPECIFICATION OF SERVICES

- Marketing Manchester Business Plan 2025-26

SCHEDULE 2 – BUDGET

- Marketing Manchester Business Plan 2025-26 Budget

This Contract is made the 26th day of June 2025

Between:

- 1 **Greater Manchester Combined Authority**, a public authority with its Headquarters at Broadhurst House, 56 Oxford Street, Manchester, M1 6EU (the "**Authority**") and
- 2 **Marketing Manchester**, Company number 03192592, whose registered office is at Lee House, 90 Great Bridgewater Street, Manchester, M1 5JW (the "**Supplier**"),

each a **Party** and together **the Parties**.

Recitals:

- A The Supplier was incorporated as a Company Limited by Guarantee on the 30 April 1996 with the following company objects
 - (i) To promote the economic benefits of Greater Manchester and its surrounding regions ("**the Area**")
 - (ii) To create and develop a widely accepted marketing image for the Area
 - (iii) To co-ordinate and integrate marketing on behalf of the Area across the public and private sector
 - (iv) To create partnerships and appropriate methods of communications in furtherance of these objects
- B The Founder Members of the Supplier are The Marketing Manchester Visitor and Convention Bureau and Manchester Chamber of Commerce and Industry or its successor in title
- C The Supplier is the agency charged with promoting Greater Manchester nationally and internationally as a place to visit, invest, meet, and study The Supplier's work is an essential component to successfully raise the profile of Manchester as the gateway to the North and improve global perceptions and city ranking The Supplier is the city-region's destination marketing organisation, which also incorporates the official tourist board for Greater Manchester, as well as the Manchester Convention Bureau The Supplier supports Manchester Investment and Development Agency Service Limited ("**MIDAS**"), Manchester's inward investment agency, in the delivery of promotion focusing on priority sectors and campaigns including digital, innovation and green The Supplier's work is informed by the Greater Manchester Tourism Strategy, Destination Management Plan, Greater Manchester International Strategy, Greater Manchester Strategy and the Greater Manchester Economic Vision
- D The Parties are satisfied that all of the conditions of Section 41 (Direct award in special cases) and paragraphs 5 and 6 of Schedule 5 (Direct Award Justifications) of the Procurement Act 2023 are fulfilled, and that Section 41 and paragraphs 5 and 6 of the Procurement Act 2023 apply to the award of this contract by the Authority to the Supplier to deliver the Marketing Manchester Business Plan 2025-26 ("**MM Business Plan 2025-26**")
- E On the basis of Section 41 and paragraphs 5 and 6 of the Procurement Act 2023, the Authority wishes to award the contract to the Supplier to deliver the MM Business Plan 2025-26 (the "**Services**")

1. Operative Provisions

1.1. Definitions

The terms and conditions under this Contract for the supply of Services ("**Conditions**") shall have the meaning set out below

Authorised Officer means any officer of the Authority authorised by the Authority's Monitoring Officer

Authority's Monitoring Officer means the Monitoring Officer for the time being to the Authority

Authority's Premises means land or buildings owned or occupied by the Authority,

Budget means the MM BUSINESS PLAN 2025-26 Budget, which is attached at Schedule 2

Business Day means any day other than Saturday and Sunday, or a public or Bank Holiday

Commencement Date means the 1 April 2024

Condition means a term or requirement stated in the Contract, that is fundamental to the performance of the Contract,

Confidential Information means all information obtained by the Supplier from the Authority or any other department, agency or office of Her Majesty's Government relating to and connected with the Contract and the Services, including but not limited to the Contract itself and the provisions of the Contract,

Contract means this agreement concluded between the Authority and the Supplier for the supply of Services, including without limitation these Conditions (to the extent that they are not expressly excluded or modified), all specifications, plans, drawings and other documents which are incorporated into the agreement,

Contract Price means the price payable by the Authority to the Supplier in consideration of the provision of the Services, excluding VAT,

Data Protection Legislation means (i) the UK GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA to the extent that it relates to processing of personal data and privacy, (iii) all applicable Law about the processing of personal data and privacy,

Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer take the meaning given in the UK GDPR

DPA means The Data Protection Act 2018

Employee means any person employed by the Supplier to perform or supply the Services which will also include the Supplier's servants, agents, voluntary and unpaid workers and subcontractors and representatives

EIR means the Environmental Information Regulations 2004

End Date means the 31 March 2026

Equipment means the tools, hardware or software the Supplier will utilise in the carrying out of the Services under this Contract

Force Majeure means any cause materially affecting the performance by a Party of its obligations under this Contract arising from any act beyond its reasonable control and affecting either Party, including without limitation government regulations, acts of God, war, fire, flood, storm, tempest, epidemic, disaster, explosion, acts of terrorism and national emergencies. It does not include any industrial action occurring amongst the Supplier's Employees or any staff of any sub-contractor, or any of the matters referred to in clause 8.7.3

FOIA means the Freedom of Information Act 2000

Good Industry Practice means the exercise of that degree of skill, diligence and foresight which would reasonably and ordinarily be expected from a skilled and experienced consultant engaged in the provision of services similar to the Services under the same or similar circumstances

Greater Manchester Combined Authority is the combined authority for the Greater Manchester Area

Information has the meaning given to it in S84 of the FOIA

Intellectual Property Exclusions means the intellectual property exclusions set out at paragraph 9 of Schedule 1

Intellectual Property Rights means patents, trademarks, service marks, design rights (whether registrable or not), applications for any of those rights, copyright, database rights, know how, trade or business names and other similar rights or obligations, whether registrable or not, in any country, including but not limited to, the United Kingdom

Law or Legislation means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, regulatory policy, applicable code of practice, judgment of a relevant court of law, or directives or requirements of any Regulatory Body in each case in the United Kingdom

LED means the Law Enforcement Directive (Directive (EU) 2016/680)

Liabilities means all costs, actions, demands, expenses, losses, damages, claims, proceedings, awards, fines, orders and other liabilities (including reasonable legal and other professional fees and expenses) whenever arising or brought

MM Business Plan 2025-26 means the programme which is to be delivered by the Supplier and which is described in detail in the Specification

Public Bank Holiday means a day on which banks are officially closed, observed as a public holiday

Relevant Offence means

- (a) any offence, prosecution, conviction, caution, binding over order, and/or any excluded spent conviction pursuant to Part II Schedule 1 of the Rehabilitation of Offenders Act (Exceptions Order) 1975, and
- (b) any offence set out in the Safeguarding Vulnerable Groups Act 2006 (as amended from time to time)

Request for Information means a request for information relating to the Contract and/or the provision of the Services under the FOIA or EIR

Services means the MM Business Plan 2025-26 as described in detail in the Specification

Specification means the specification at Schedule 1, setting out the Authority's detailed requirements in relation to the Services

TUPE, means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246)

UK GDPR means the provisions of the EU General Data Protection Regulation (EU 2016/679) which have been retained in UK domestic law through the European Union (Withdrawal) Act 2018 as amended by existing Law or further Law from time to time

1.2. Interpretation

- 1 Throughout the documentation relating to this Contract, reference to one gender shall include all other genders
- 2 In case of any conflict or inconsistency between the general Conditions and any special conditions, the latter shall prevail
- 3 In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions hereinafter referred to
- 4 Any appendices or schedules referred to herein shall form and be read and construed as part of this Contract
- 5 It should be noted that headings in this Contract are for information only and do not form part of or affect the construction of this Contract
- 6 References to statutes shall include statutory modification, re-enactment, extension, consolidation or replacement thereof, any corresponding provision in repealed enactments and any other regulation, instrument or other subordinate legislation made under the relevant statute of statutory instrument

1.3. Entire Agreement

The Contract constitutes the entire agreement and understanding between the Parties and supersedes all prior written and oral representations, agreements or understandings between them relating to the subject matter of the Contract provided that neither Party excludes liability for fraudulent misrepresentations upon which the other Party has relied

1.4. Contract Variation

No variation or amendment to the Contract is valid unless it is in writing and signed by both Parties

1.5. Provision of Services

- 1 The Supplier warrants to the Authority that
 - a) the manner in which the Services are provided will conform with the Authority's Specification and the terms of the Contract, and
 - b) the Services will be provided in accordance with all applicable legislation from time to time in force and the Supplier will inform the Authority as soon as it

becomes aware of any changes in that legislation

- 2 The Supplier will provide timely commencement and provision of the Services in accordance with time scales agreed by the Authority. Time shall only be of the essence of the Contract if the Authority, where reasonably required, so specifies in writing.
- 3 The Authority's rights under this Contract are in addition to the statutory terms implied in favour of the Authority by the Supply of Goods and Services Act 1982 and any other statute.
- 4 Without prejudice to clause 2 the Authority may reduce the Contract Price payable in respect of any Services by a reasonable amount in circumstances where in the reasonable opinion of the Authority the Supplier has either failed to provide those Services or has provided them inadequately. Provided that the Supplier has been notified of such failure or inadequacy in writing as soon as reasonably possible by the Authority and has not rectified such matter having first been given a reasonable time to do so.
- 5 The Authority may at any time notify the Supplier in writing to suspend provision of the Services. If the Authority gives such notification to the Supplier or otherwise delays the Supplier's ability to provide the Services (other than as a consequence of a Force Majeure Event or a breach of contract on the part of the Supplier) the Authority shall, subject to the Supplier using all reasonable endeavours to mitigate its losses, reimburse the Supplier.
 - a) for any resulting unavoidable and reasonably foreseeable direct losses, and
 - b) for the cost of any binding commitments entered into by the Supplier with a third party which cease to be required due to the suspension or delay and in respect of which the Supplier cannot obtain a refund (where the Supplier has already paid in relation to the commitment) or is obliged to pay (where the Supplier has not already paid in relation to the commitment).
- 6 The Authority shall have the power to inspect and examine the performance of the Services at the Authority's Premises at any reasonable time or, provided that the Authority gives reasonable notice to the Supplier, at any other premises where any part of the Services is being performed.
- 7 The provisions of this clause shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any substituted or remedial services provided by the Supplier.

1.6. Description of Services

The Services to be performed are described in Schedule 1

1.7. Specification of Services

See Schedule 1

1.8. Term (Contract Period)

The Contract shall take effect on the Commencement Date and shall expire on the End Date, unless it is terminated earlier in accordance with the provisions of the Contract.

1.9. Supply of Services

- 1 The Supplier shall supply the Services during the Contract Period in accordance with the Authority's requirements as set out in the Specification and provisions of the Contract in consideration of the payment of the Contract Price

1.10. Provision and Removal of Equipment

- 1 The Supplier shall provide all the Equipment necessary for the supply of the Services
- 2 The Supplier shall not deliver any Equipment, nor begin any work on the Authority's Premises without obtaining prior approval
- 3 All Equipment brought onto the Authority's Premises shall be at the Supplier's own risk and the Authority shall have no liability for any loss of or damage to any Equipment unless the Supplier is able to demonstrate that such loss or damage was caused or contributed to by the Authority's negligence
- 4 The Supplier shall maintain all items of their Equipment within the Authority's Premises in a safe, serviceable and clean condition
- 5 The Supplier shall, at the Authority's written request, at its own expense and as soon as reasonably practicable
 - a) remove any Equipment from the Authority's Premises which in the reasonable opinion of the Authority is either hazardous, noxious or not in accordance with the Contract, and
 - b) replace such item with a suitable substitute item of Equipment
- 6 On completion of the Services the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Authority's Premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Authority's Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or their Employees

1.11. Manner of Carrying Out the Services

- 1 The Supplier will carry out the Services in accordance with Good Industry Practice and in compliance with applicable Law
- 2 The Supplier will engage sufficient number of staff, specialist workers and other persons with the requisite level of skill and experience to ensure that the Services are provided at all times and in all respects in accordance with this Contract
- 3 The Supplier will comply with all reasonable directions of the Council in relation to the performance of the Services
- 4 The Supplier shall ensure that all Supplier Employees supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services
- 5 While supplying Services at Authority's Premises, the Supplier shall ensure that its staff behave in an orderly and quiet manner, as may reasonably be practicable having regard to the nature of the duties being performed by them

- 6 The Supplier shall ensure that its staff carry out their duties and behave while on the Authority's premises in such a way as to cause no unreasonable or unnecessary disruption to the routines and procedures of the Authority's staff

1.12. The Supplier's Staff

- 1 The Authority may, by written notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Authority's Premises
 - a) any member of the Supplier's Employees, or
 - b) any person employed or engaged by the Supplier,whose admission or continued presence would, in the reasonable opinion of the Authority, be undesirable
- 2 At the Authority's written request, the Supplier shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Authority's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request
- 3 The Supplier's Employees, engaged within the boundaries of the Authority's Premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Authority's Premises
- 4 The Authority will (where reasonably required having regard to the nature of the Services) require the Supplier to ensure, at their own cost, that any person employed directly by the Supplier in the provision of the Services has undertaken a Disclosure & Records Barring Service (DBS) check to the standard detailed below
 - a) Standard
- 5 The Supplier shall ensure that for all of their staff involved in the performance of the Services,
 - a) where any staff are known or found to have a Relevant Offence, the Supplier shall immediately notify the Authority,
 - b) no staff member who is known or found to have a Relevant Offence is engaged in the provision of the Services without the prior written consent of the Authority, (such consent not to be unreasonably withheld or delayed), and
 - c) in the event that a staff member receives a conviction for a Relevant Offence in the course of their employment, the Supplier shall immediately notify the Authority of such Relevant Offence and ensure that the staff member is not engaged in performance of the Services without the prior written consent of the Authority (such consent not to be unreasonably withheld or delayed)
- 6 The Supplier will ensure that its staff, while on the Authority's premises, maintain a high standard of personal hygiene and are prohibited from smoking
- 7 The Supplier shall require their staff at all times while on Authority's premises to be properly and presentably dressed in appropriate uniforms or appropriate work wear
- 8 The Supplier shall provide to their staff and shall require their staff to wear at all times when on the Authority's premises, an identification badge in such form as agreed by the Authorised Officer

1.13. Licence to occupy Premises

Any land or Premises made available from time to time to the Supplier by the Authority in connection with the Contract shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under the Contract. The Supplier shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract. The Authority reserves the right to revoke such licence at any time.

1.14. Warranty

- 1 The Supplier warrants the Services provided under this Contract and warrants that if any part of the Services provided does not comply with the Authority's instructions or has not been undertaken to the standards prescribed by the relevant professional body or trade association, then the Supplier shall undertake corrective work to the satisfaction of the Authority at no additional cost to the Authority.
- 2 If the Supplier is unable to undertake corrective work to the satisfaction of the Authority and within a reasonable timeframe, then the Authority shall be entitled to engage the services of an alternative supplier to complete and/or correct the unsatisfactory Services and shall be entitled to charge the Supplier the reasonable cost of engaging the said third party or to withhold the fees by way of set-off.

1.15. Behaviour Conformance

- 1 The Supplier hereby accepts full responsibility for the behaviour, acts, omissions or negligence of the Supplier's Employees. The Supplier shall ensure that the Supplier's Employees are appraised of and understand the terms and conditions contained herein to the level necessary to perform their duties in accordance with such terms and conditions. The Supplier shall enforce (on becoming aware of or following notification of failure to comply) compliance with the said terms and conditions.
- 2 If any of the Supplier's Employees for any reason are requested to attend the Authority's Premises, the Supplier's Employees shall be polite and courteous, and shall when required provide proof of identity, and declare that they are acting on behalf of the Supplier.

1.16. Continuity of Staff

- 1 The Authority reserves the right to request or reject any specific individual(s) who may be allocated by the Supplier to perform the Services. The Authority will not unreasonably withhold its approval of any specific individual(s).
- 2 Once allocated to the Contract, the Supplier shall endeavour not to substitute an alternative individual(s) part way through the Contract Period.
- 3 In the event that the Supplier is unable due to unforeseen circumstances to continue to supply the same individual(s) for the full duration of the Contract, the Supplier shall suggest an alternative individual(s) to the Authority for its approval to complete the Contract activities, such approval not to be unreasonably withheld or delayed. The Authority shall be under no obligation to accept the provision of the Services by any such replacement individual(s), and the Authority may, at its option, terminate the Services against that project forthwith and clause 4 shall apply.

- 4 Where an alternative individual(s) is approved by the Authority, the Supplier shall ensure
 - a) that the replacement individuals(s) are familiarised with the Contract by the Supplier
 - b) that the project is not delayed in any way as a result of the change in Supplier's Employees

1.17. Sustainable Procurement

- 1 The Supplier shall comply in all material respects with all applicable environmental laws and regulations in force from time to time in relation to the Services Without prejudice to the generality of the foregoing, the Supplier shall promptly provide all such information regarding the environmental impact of the Services as may reasonably be requested by the Authority
- 2 The Supplier shall, when working at the Authority's Premises, provide the Services in accordance with the Authority's environmental policy which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the use of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment

2. Pricing and Payment

2.1. Payment Terms

- 1 In consideration of the payments to be made by the Authority to the Supplier, the Supplier hereby covenants with the Authority to supply such Services in conformity in all respects with the provisions of the Contract
- 2 The Authority will use reasonable endeavours to ensure payment of any undisputed invoice will be made no later than thirty (30) days following the date of receipt of the invoice by the Authority
- 3 The Authority reserves the right to withhold payment in whole or in part, without payment of interest, where the Supplier has either failed to supply the Services at all or has supplied Services which, in the reasonable opinion of the Authority, are unsatisfactory and any invoice relating to such Services will not be paid unless or until the Services have been delivered to the Authority's satisfaction Provided that the Supplier has been notified of such failure or inadequacy in writing as soon as reasonably possible by the Authority and has not rectified such matter having first been given a reasonable time to do so
- 4 If the Supplier believes that payment for a correctly submitted invoice is overdue, they should, in the first instance, speak to the Authorised Officer or the named contact on the face of the Contract In the event that the problem is not resolved to satisfaction, the Supplier should write to the Authority's Head of Procurement setting out the Supplier's case
- 5 For the purpose of calculating any statutory interest under the Late Payment of Commercial Debts (Interest) Act 1998, the relevant date for the payment of the debt shall be deemed to be the last day of a period of thirty (30) days commencing on the day when the Authority received the invoice, or, if the Supplier had not supplied the Services before submitting the invoice, the last day of a period of 30 days commencing on the day when the Supplier had completed supply of the relevant Services

2.2. Contract Price

- 1 The Parties hereby agree that the Contract Price in relation to the MM Business Plan 2025-26 shall be £1,757,000 (One million, seven hundred and fifty seven thousand Pounds) (excluding VAT which is payable in addition as appropriate), which shall be payable quarterly in advance on a valid invoice from the Supplier being provided to the Authority for the same. A detailed breakdown of the Contract Price in relation to the MM Business Plan 2025-26 is provided in the MM Business Plan 2025-26 Budget which is attached at Schedule 2,
- 2 The Contract Price is fully inclusive of all the Supplier's costs in provision of the Services. There will be no amendment to the Contract Price without agreement in writing between the Parties in accordance with clause 1.4

3. Contract Monitoring

- 1 The Supplier and the Authority are required to meet regularly or, as and when deemed necessary by the Authority, to evaluate and monitor their performance under the Contract. These meetings are intended to promote co-operation and efficiency.
- 2 Where applicable, any consultants, sub-contractors and other third parties concerned with the Services may be invited to participate in the meetings held under this clause but only if both Parties agree in writing and both Parties agree that the mere participation by third parties (such as consultants and subcontractors) in the meetings will not give such parties any rights or responsibilities pursuant to this Contract which is made between the Authority and the Supplier.
- 3 The Supplier, the Authority and any third parties who participate in evaluation and monitoring meetings must meet their own costs for attendance at the meetings.

4. Termination

4.1. Termination Notice

Subject to the provisions of clause 8.7 (Force Majeure), the Authority may terminate the Contract with immediate effect by notice in writing to the Supplier on or at any time if

- a) the Supplier becomes bankrupt, insolvent, makes any composition with its creditors, has a Deputy appointed under the Mental Capacity Act 2005 or dies, or
- b) the Supplier is convicted of a criminal offence, or
- c) the Supplier ceases or threatens to cease to carry on its business, or
- d) the Supplier has a change in its control which the Authority reasonably believes will have a substantial impact on the performance of the Contract, or
- e) there is a risk or a genuine belief that there is a risk that reputational damage to the Authority will occur as a result of the Supplier continuing to provide the Services. Such risk is to be determined by the Authority acting reasonably, or
- f) the Supplier is in breach of any of its obligations under this Contract that is capable of remedy and which has not been remedied to the satisfaction of the Authority within fourteen (14) days, or such other reasonable longer period as may be specified by the Authority after issue of a written notice specifying the

breach and requesting it to be remedied, or

- g) there is a material or substantial breach by the Supplier of any of its obligations under this Contract which is incapable of remedy, or
- h) the Supplier commits persistent minor breaches of this Contract, whether remedied or not

4.2. Consequences of Termination

- 1 If this Contract is terminated in whole or in part the Authority shall
 - a) where termination arises under clause 4 1, be liable to pay to the Supplier only such elements of the Contract Price, if any, that have properly accrued in accordance with the Contract or the affected part of the Contract up to the time of the termination, and/or
 - b) where termination arises under clauses 4 1(f) and 4 1(g), be entitled to deduct from any sum or sums which would have been due from the Authority to the Supplier under this Contract or any other contract and to recover the same from the Supplier as a debt any sum in respect of any loss or damage to the Authority resulting from or arising out of the termination of this Contract Such loss or damage shall include the reasonable cost to the Authority of the time spent by its officers in terminating the Contract and in making alternative arrangements for the supply of the Services or any parts of them, and/or
 - c) where termination arises under clause 4 1, pay to the Supplier any reasonable, direct and quantifiable costs reasonably incurred by the Supplier due to early termination
 - d) in the event that any sum of money owed by the Supplier to the Authority (the Supplier's debt) exceeds any sum of money owed by the Authority to the Supplier (the Authority's debt) under this Contract then the Authority shall, at its reasonable discretion, be entitled to deduct the Supplier's debt from any future Authority's debt or to recover the Supplier's debt as a civil debt
- 2 Upon the termination of the Contract for any reason, subject as otherwise provided in this Contract and to any rights or obligations which have accrued prior to termination, neither Party shall have any further obligation to the other under the Contract

4.3. Dispute Resolution Procedure

- 1 If a dispute arises between the Authority and the Supplier in connection with the Contract, the Parties shall in good faith try to resolve such dispute by means of prompt discussion at an appropriate managerial level
- 2 If a dispute is not resolved within fourteen (14) days of referral under clause 4 3 1, then either Party may refer it to the appropriate nominated officer of each Party for resolution who shall meet for discussion within fourteen (14) days or longer period as both Parties may agree
- 3 Provided that both Parties consent, a dispute not resolved in accordance with clauses 4 3 1 and 4 3 2, shall next be referred at the request of either Party to a mediator appointed by agreement between the Parties within fourteen (14) days of one Party requesting mediation with the costs of mediation determined by the mediator

4.4. TUPE and Retendering (if applicable)

- 1 In the event of expiry or termination of the Contract or whenever reasonably requested by the Authority in preparation for tendering arrangements, the Supplier will provide the Authority with such assistance, as the Authority may reasonably require and provide at no cost to the Authority any information the Authority (whether on its own account or on behalf of any potential or confirmed replacement supplier) may request in relation to the employees including but not limited to, providing employee liability information as required under Regulation 11 of TUPE
- 2 The Supplier authorises the Authority to pass any information supplied to any replacement supplier or potential replacement supplier and the Supplier will secure all necessary consents from relevant Employees in order to do this
- 3 The Supplier will keep the Authority and any replacement supplier indemnified in full against all Liabilities arising directly in connection with any breach of this clause or inaccuracies in or omissions from the information provided
- 4 The Supplier undertakes to the Authority that, during the twelve months prior to the end of the contract period the Contract shall not and shall procure that any sub-contractor shall not without the prior consent of the Authority (such consent not to be unreasonably withheld or delayed)
 - a) amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any staff (other than where such amendment or variation has previously been agreed between the Supplier and the staff in the normal course of business, and where any such amendment or variation is not in any way related to the transfer of the Services,
 - b) terminate or give notice to terminate the employment or engagement of any staff (other than in circumstances in which the termination is for reasons of misconduct or lack of capability),
 - c) transfer away, remove, reduce or vary the involvement of any of the staff from or in the provision of the Services (other than where such transfer or removal (i) was planned as part of the individual's career development, (ii) takes place in the normal course of business, and (iii) will not have any adverse impact upon the delivery of Services by the Supplier), (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services),
 - d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period

4.5. Survival

The following clauses will survive termination or expiry of the Contract Clause 4 3 (Consequences of Termination), Clause 5 5 (Insurance), Clause 6 1 (Intellectual Property), Clause 6 2 (Confidentiality), Clause 6 3 (Data Protection), Clause 6 4 (Freedom of Information), Clause 6 5 (Record Keeping), Clause 9 2 (Law) and Clause 8 10 (Non Solicitation and Offers of Employment)

5. Insurance

5.1. Insurance details

- 1 The Supplier shall maintain insurance necessary to cover any liability arising under the Contract as set out below
 - a) Public Liability/3rd Party - £5,000,000 00 (five million pounds) each claim
 - b) Employers Liability - £10,000,000 00 (ten million pounds) each claim
 - c) Professional indemnity - £5,000,000 00 (five million pounds) each claim
- 2 The Supplier shall upon request and/or prior to the Commencement Date and on each anniversary of the Commencement Date provide evidence that all premiums relating to such insurances have been paid
- 3 If the Supplier does not maintain the necessary insurances under the Contract, the Authority may insure against any risk in respect of the default and may charge the Supplier the cost of such insurance together with a reasonable administration charge
- 4 The Supplier is required to maintain Professional Indemnity insurance for a period of 6 **(six)** years following completion of the Services/Contract Period

5.2. Indemnity & Liability

- 1 Neither Party seeks to exclude or limit its liability for
 - a) death or personal injury caused by its own negligence (but will not be liable for death or personal injury caused by the other party's negligence), or
 - b) fraudulent misrepresentation, or
 - c) any other matter in respect of which, as a matter of Law, liability cannot be excluded or limited
- 2 The Supplier shall indemnify the Authority against all Liabilities (including direct Liabilities and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Authority up to the maximum sums set out below
 - a) £1,757,000 arising out of or in connection with any breach by the Supplier of the warranties contained in the conditions of this Contract and/or the Supplier's negligence, any fault or shortfall in the Services or any act or omission of the Supplier in supplying and delivering the Services including any resulting from the Supplier's negligence or breach of statutory duty or misrepresentation or otherwise,
 - b) Notwithstanding clause 5 2 2(a), the Supplier's total liability to the Authority for damage to physical property caused by the negligence of its employees and agents in connection with this Contract shall not exceed £5,000,000 (Five Million Pounds) for any one event or series of connected events,
 - c) Notwithstanding clause 5 2 2(a) above, the Supplier's total liability to the Authority for loss arising from the Supplier's failure to comply with its intellectual property obligations under Clause 6 (Intellectual Property) shall not exceed £5,000,000 (Five Million Pounds)
- 3 Subject to paragraph 5 2 1, the Supplier shall not be liable to the Authority, whether in contract, tort (including negligence), for breach of statutory duty, or otherwise, arising under or in connection with this Contract for

- (a) loss of profits, sales or business, anticipated savings, goodwill
- (b) loss of use or corruption of software, data or information, or
- (c) any indirect or consequential loss

6. Protection of Information

6.1 Intellectual Property

- 1 Save for any of the Intellectual Property Exclusions set out in Schedule 1, all Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material
 - a) provided to the Supplier by the Authority shall remain the property of the Authority,
 - b) prepared by or for the Supplier specifically and exclusively for the use in relation to the delivery of the Services shall belong to the Authority subject to any exceptions set out in the Specification
- 2 The Supplier shall obtain necessary approval before using any material, in relation to the delivery of the Services which is or may be subject to any third party Intellectual Property Rights. The Supplier shall procure that the owner of the Intellectual Property Rights grant to the Authority a non-exclusive licence, or if the Supplier is itself a licensee of those rights, the Supplier shall grant to the Authority an authorised sub-licence, to use the Intellectual Property Rights. Such licence or sub-licence shall be non-exclusive, perpetual and irrevocable,
- 3 It is a condition of the Contract that the supply of Services/Goods to the Authority and the possession and use of the Services/Goods by the Authority will not infringe any Intellectual Property Rights of any third party and the Supplier shall during and after the Contract Period on written demand indemnify and keep indemnified without limitation the Authority in full without limit or liability against all Liabilities which the Authority may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to,
 - a) items or materials based upon designs supplied by the Authority, or
 - b) any use by the Authority of the Services/Goods in combination with any item not supplied by the Supplier where such use of the Services/Goods directly gives rise to the claim, demand or action
 - c) any modification carried out by or on behalf of the Authority to the Services/Goods if such modification is not authorised by the Supplier in writing
 - d) If a claim or demand is made or action brought to which Clause 6 1 3 may apply or in the reasonable opinion of the Supplier is likely to be made or brought, the Supplier may at its own expense either
 - i modify the Services/Goods without reducing the performance and functionality of the same, or substitute alternative Services/Goods of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified or substitute Services/Goods, provided that modified or substitute Services/Goods shall be acceptable to the Authority, such acceptance not to be unreasonably withheld, or
 - ii procure a licence to supply the Services/Goods to the Authority and for the Authority to possess and use the Services/Goods which are subject to the

alleged infringement, on terms which are acceptable to the Authority

- 4 The Supplier shall promptly notify the Authority if any claim or demand is made or action brought against the Supplier for infringement or alleged infringement of any Intellectual Property Rights which may affect the Authority's use or possession of the Services/Goods
- 5 If a modification or substitution in accordance with Clause 6.1.3(d)(i) is not possible so as to avoid the infringement or the Supplier has been unable to procure a licence in accordance with Clause 6.1.3(d)(ii) the Authority shall be entitled to terminate this Contract in accordance with Clause 4.1(g)
- 6 The Authority shall promptly notify the Supplier if any claim or demand is made or action brought against the Authority to which Clause 6.1.3 may apply. The Supplier shall at its own expense conduct any litigation arising therefrom and all negotiations in connection therewith and the Authority hereby agrees to grant to the Supplier exclusive control of any such litigation and such negotiations
- 7 The Authority shall at the request of the Supplier and at the Supplier's expense afford to the Supplier all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority to which Clause 6.1.3 may apply or any claim or demand made or action brought against the Supplier to which Clause 6.1.6 may apply
- 8 The Supplier will indemnify the Authority against all damages and costs finally awarded against the Authority as a result of such action but will not be responsible for any settlement or compromise made without its consent
- 9 The Authority shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right to which Clause 6.1.3 may apply or any claim or demand made or action brought against the Supplier to which Clause 6.1.6 may apply
- 10 At the termination of the Contract the Supplier shall immediately return to the Authority any and all materials, work or records held in relation to the Services, including any back-up media

6.2. Confidentiality

- 1 Subject to the provisions of FOIA, all information supplied by the Authority howsoever transferred shall be treated as confidential and shall not be disclosed or used otherwise than for the purpose of satisfying the requirements of the Contract. Similarly, any written material or drawings supplied by the Authority to the Supplier shall remain subject to the Authority's copyright and shall not be copied or used for any purpose other than satisfying the requirements of the Contract. The Supplier shall promptly return when requested by the Authority all written materials and drawings so supplied
- 2 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the text of this Contract and any Schedules to this Contract is not Confidential Information. The Authority shall be responsible for determining in its absolute discretion whether any part of the Contract or its Schedules is exempt from disclosure in accordance with the provisions of the FOIA

6.3. Data Protection

- 1 The Parties agree that they are independent Controllers and shall (and shall ensure that its personnel) comply with any notification requirements under Data Protection Legislation and shall comply with all its obligations under Data Protection Legislation (and any applicable guidelines and codes of practice issued from time to time by the Information Commissioner) which arise in connection with this contract
- 2 Either Party shall notify the other immediately if it considers that any of the instructing Party's instructions infringe the Data Protection Legislation
- 3 The GMCA may, at any time on not less than 30 Working Days' notice, revise these clauses by replacing them with any applicable joint data controller or data processor standard clauses or similar terms to ensure that it complies with any guidance issued by the Information Commissioner's Office
- 4 The Parties agree to take account of any guidance issued by the Information Commissioner's Office

6.4. Freedom of Information

- 1 The Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 and may be required under the same to disclose information forming part of the Contract to the Information Commissioners Office or anyone who makes a Request for Information
- 2 The Authority is responsible for determining in its discretion whether any information is commercially sensitive information, and/or any other information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR
- 3 The Supplier shall assist and co-operate with the Authority (at the Supplier's expense) to enable the Authority to comply with the information disclosure requirements under the Acts and in doing so will comply with any timescale notified to it by the Authority
- 4 Notwithstanding any other term of this Contract, the Supplier hereby gives its consent for the Authority to publish this Contract and its Schedules in its entirety, including from time to time agreed changes to the Contract, to the general public in whatever form the Authority decides is most appropriate

6.5. Record Keeping

- 1 To assist the Authority with its record keeping and monitoring requirements, including auditing and National Audit office requirements, the Supplier shall keep and maintain for **6 (six) years** (or any longer period of time in accordance with specific legislation) after the Contract has been completed, full and accurate records of the Contract including the Services supplied under it and all payments made by the Authority The Supplier shall on request allow the Authority such access to (and copies of) those records as may be required by the Authority in connection with the Contract
- 2 The Supplier will at its own cost, provide any information that may be required by the Authority to comply with the Authority's procedures for monitoring of the Contract

7. Statutory Obligations

7.1. Health & Safety

- 1 While on the Authority's Premises the Supplier shall comply with any health and safety measures implemented by the Authority in respect of persons working on the

Authority's Premises

2 The Supplier shall

- a) notify the Authority immediately in the event of any incident occurring in the provision of the Services on the Authority's Premises, where that incident causes any personal injury or damage to property which could give rise to personal injury,
- b) take all necessary measures to comply with the requirements of the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety which may apply to those of its employees, consultants, agents or sub-contractors that provide the Services,
- c) ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Authority on request,
- d) The Supplier shall indemnify the Authority against all actions, suits, claims, demands, losses, charges, costs and expenses which the Authority may suffer or incur as a result of or in connection with any breach of this Condition

7.2. Law and Jurisdiction

- 1 The Supplier shall comply at all times with the Law in its performance of the Contract
- 2 The Contract shall in all respects be governed by and interpreted in accordance with English Law The Parties further agree that any lawsuit arising out of or relating to the transaction contemplated herein may only be brought within English Courts

7.3. Equality and Diversity

- 1 The Supplier will conform (in so far as is permitted by law and in so far as has been communicated) to all legislation relating to Equality and Diversity and to the Authority's Policies and Codes of Practice in relation to its obligations under the Contract
- 2 For the avoidance of doubt this means that the Supplier must give appropriate consideration to the 9 protected characteristics detailed in the Equality Act 2010 These are Age, Disability, Gender Re-assignment, Marriage & Civil Partnership, Pregnancy & Maternity, Race, Religion & Belief, Sex & Sexual Orientation

7.4 Whistleblowing and Modern Slavery Act 2015

- 1 The Supplier shall implement and maintain a whistleblowing policy which complies with applicable Law The policy shall
 - (a) set out procedures by which staff can confidentially report concerns about illegal, unethical or otherwise unacceptable conduct, and
 - (b) ensure that it enables the staff to bypass the level of management at which the problem may exist
- 2 The Supplier shall comply with the provisions of the Modern Slavery Act 2015 and shall take such steps as is necessary to promote ethical business practice and policy to protect employees and workers from abuse and exploitation The Supplier shall use all reasonable endeavours to ensure that slavery and human trafficking is not taking place in its supply chains

8. General Provisions

8.1. Authorised Officer

The Authorised Officer or their appointed Deputy shall be the duly authorised representative of the Authority. Any Notice, information or communication given or made by the Authorised Officer shall be deemed to have been made by the Authority.

8.2. Notices

- 1 Any formal notice required by this Contract to be given by either Party to the other shall be in writing and shall be served personally or by sending it by registered post or recorded delivery to the appropriate address notified to each other as set out in the Recitals. Formal notices shall not be accepted by email.
- 2 Any notice served personally will be deemed to have been served on the day of delivery and any notice sent by post will be deemed to have been served forty eight (48) hours after it was posted. If the date of service falls on a weekend or public bank holiday, then it will be deemed served on the next Business Day.

8.3. Waiver

- 1 The failure by either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy. A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.
- 2 No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver in writing and communicated in accordance with clause 8.2 (Notices).

8.4. Severability

If any of the provisions of the Contract become invalid this shall not affect the validity of the remaining provisions. In the event of such occurrence the Parties shall, in so far as it is legally permitted, agree on the replacement of the invalid provision with a valid one achieving the same or similar purpose.

8.5. Assignment, Sub-contracting & Responsibility

- 1 The Supplier shall not sub-contract any of its obligations under the Contract without the prior written permission of the Authority. Where such permission is granted, the Supplier shall ensure the provisions of the Contract are reflected in its contractual arrangements with its sub-contractors and are enforced against them.
- 2 The Authority shall be entitled to
 - a) assign, novate or dispose of its rights and obligations under this Contract either in whole or part to any contracting authority (as defined in The Public Contracts Regulations 2006), or
 - b) transfer, assign or novate its rights and obligations where required by Law
 - c) transfer, assign or novate its rights to a successor body or organisation
- 3 The Supplier shall remain responsible and liable for the acts and omissions of sub-contractors, servants, agents and employees as though they were its own.

8.6. Business Continuity

- 1 The Supplier shall have a robust Business Continuity Plan in place which is acceptable to the Authority to ensure that the provision of Goods to the Authority will be maintained in the event of disruption, including but not limited to disruption to information technology systems, to the Suppliers operations and those of sub-contractors to the Supplier, however caused
- 2 The Business Continuity Plan shall be available for the Authority to inspect and to practically test at any reasonable time and shall be subject to regular updating and revision throughout the term of the Contract
- 3 The Authority may require the Supplier to conduct additional tests of the Business Continuity Plan where the Authority considers it necessary, including where there may be a change to the Goods or any underlying business processes or on the occurrence of any event which may increase the likelihood of the need to implement the Business Continuity Plan and the Authority reserves the right to attend any Business Continuity Plan test undertaken by the Supplier
- 4 The Parties shall comply with the provisions of the Business Continuity Plan and the Supplier shall ensure that it is able to implement the Business Continuity Plan at any time in accordance with its term

8.7. Force Majeure

- 1 Neither Party shall be liable for failure to perform its obligations under the Contract if such failure results from Force Majeure
- 2 If the Authority or the location at which the Services are to be delivered is affected by circumstance of Force Majeure, the Authority shall be entitled to, totally or partially, suspend the date or dates for delivery of the Services until the circumstances of the Force Majeure have ceased. The suspension shall not give rise to any claim by the Supplier against the Authority nor entitle the Supplier to terminate the Contract (save as set out in clause 8.7.4 (d))
- 3 Industrial action by, or illness or shortage of the Supplier's employees, agents or subcontractors, failure or delay by any of the Supplier's contractors to supply goods, components, services or materials shall not be regarded as an event of Force Majeure
- 4 If either Party is subject to a Force Majeure Event it shall not be in breach of the Contract provided that
 - a) it promptly notifies the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance,
 - b) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not,
 - c) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under the Contract in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible,
 - d) If the Force Majeure Event prevails for a continuous period of more than two (2) months, either Party may terminate the Contract by giving ten (10) Business Days' written notice to the other. On the expiry of this notice period, the Contract

will terminate. Such termination shall be without prejudice to the rights of either Party in respect of any breach of the Contract occurring prior to such termination.

8.8. Prevention of Bribery

- 1 In this clause, "Bribery Act" means the Bribery Act 2010 and "Prohibited Act" means any of the following
 - a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity or (ii) reward that person for improper performance of a relevant function or activity, or
 - b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement, or
 - c) committing any offence (i) under the Bribery Act, (ii) under legislation creating offences concerning fraudulent acts, (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Authority, or (iv) defrauding, attempting to defraud or conspiring to defraud the Authority
- 2 The Supplier shall not commit a Prohibited Act and ensure that any of its employees, consultants, agents, or sub-contractors shall not commit a Prohibited Act in connection with the Contract
- 3 The Supplier warrants, represents and undertakes to the Authority that it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Authority before execution of this Contract
- 4 Where the Supplier commits a Prohibited Act in relation to this or any other contract with the Authority, the Authority has the right to
 - a) Terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the provision of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period, or
 - b) Recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause whether or not the Contract has been terminated
- 5 The Supplier shall, if requested, provide the Authority with any reasonable assistance to enable the Authority to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act
- 6 The Supplier shall have and maintain an anti-bribery policy (which shall be disclosed to the Authority on request) to prevent it and any of its employees, consultants, agents or sub-contractors from committing a Prohibited Act and shall enforce it where appropriate
- 7 If any breach is suspected or known, the Supplier must notify the Authority immediately

- 8 If the Supplier notifies the Authority that it suspects or knows that there may be a breach, the Supplier must respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit books, records and any other relevant documentation. This obligation shall continue for three years following the expiry or termination of this Contract.

8.9. Costs & Expenses

Each of the Parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Contract.

8.10. Non Solicitation & Offers of Employment

The Supplier agrees that as from the effective date of this Contract until **twelve (12) months** after expiration, it shall not directly or indirectly actively solicit or hire for employment or engagement or entice away on behalf of itself or any other person or organisation, any of the Authority's staff who have been directly associated with this Contract and who are then still employed by the Authority, without the Authority's prior written consent.

8.11. Rights of Third Parties

It is not intended that the Contract, either expressly or by implication, shall confer any benefit on any person who is not a party to the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

8.12. Supplier Status

Nothing in the Contract shall create or be construed as creating a partnership, joint venture, a contract of employment or relationship of employer and employee, or a relationship of principal and agent between the Authority and the Supplier.

8.13. Conflict of Interest

- 1 The Supplier shall ensure that there is no conflict of interest as to be likely to prejudice his independence and objectivity in performing the Contract and undertakes that upon becoming aware of any such conflict of interest during the performance of the Contract (whether the conflict existed before the award of the Contract or arises during its performance) he shall immediately notify the Authority in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as the Authority may reasonably require.
- 2 Where the Authority is of the opinion that the conflict of interest notified to it is capable of being avoided or removed, the Authority may require the Supplier to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and
 - a) if the Supplier fails to comply with the Authority's requirements in this respect, or
 - b) if, in the opinion of the Authority, it is not possible to remove the conflict, the Authority may terminate the Contract immediately and recover from the Supplier the amount of any loss resulting from such termination.
- 3 Notwithstanding paragraph 8.13.2 of this Condition, where the Authority is of the opinion that the conflict of interest which existed at the time of the award of the Contract could have been discovered with the application by the Supplier of due diligence and ought to have been disclosed, the Authority may terminate the Contract immediately for breach of a fundamental condition and, without prejudice to any other

rights, recover from the Supplier the amount of any loss resulting from such termination

8.14. Publicity

Neither the Authority nor the Supplier shall publicise in any media or public announcement information regarding the terms of the Contract, or the Services supplied, without the prior written consent of the other Party in either case such consent not to be unreasonably withheld

8.15. Lien

The Supplier will not permit its employees to file any liens against the property or realty of the Authority to secure payment under this Contract. If any liens or interest arise as a result of the Supplier's action or inaction the Supplier will remove the liens at its sole cost or expense within ten (10) Business Days

8.16 Counterparts

- 1 This Agreement may be executed in any number of counterparts and by the different Parties in different counterparts each of which when executed and delivered shall be deemed to constitute one and the same instrument. Each Party agrees that the delivery of this Agreement by electronic transmission, including copies of the executed signature pages via PDF, shall have the same force and effect as delivery of original signatures and that each Party may use such copies of the executed signature pages as evidence of the execution and delivery of this Agreement by all Parties
- 2 This Agreement may be signed by any Party by electronic signature (whatever form the electronic signature takes) and this method of signature is as conclusive of such Party's intention to be bound by this Agreement as if signed by each Party's manuscript signature

SCHEDULE 1 – SPECIFICATION OF SERVICES

MARKETING MANCHESTER BUSINESS PLAN 2025-26

1. Overview of the scheme

This specification sets out a single programme of work to be delivered by Marketing Manchester during the 2025-26 Financial Year (1st April 2025 – 31st March 2026), combining two previously agreed funding streams

Funding Stream	Title & Description	Amount
A	'Core' Funding	£377,000
B	Retained Business Rates Funding – GM International Attraction & Promotion Services	£1,380,000
Total in 2025/26 Financial Year - £1,757,000		

2. About Marketing Manchester

Established in 1996, Marketing Manchester is the agency charged with the promotion of Greater Manchester to national and international audiences as a place to visit, meet, study and invest. Its aim is to create and deliver a sustainable inward investment and place promotional strategy to amplify our shared global impact.

Marketing Manchester's work aligns to and delivers against the GM International Strategy and the economic and social ambitions of the GM Local Industrial Strategy and the Greater Manchester Strategy - promoting our key frontier sector strengths and investment opportunities.

Marketing Manchester attracts business, investment and talent from across the world to build a stronger future for the city region and the North. Marketing Manchester's roles and responsibilities for Greater Manchester are outlined below:

- Leading the strategic vision for promotion and brand positioning
- Tourist Board/DMO, Convention Bureau & Sports Bidding Unit
- Promoting the strengths of GM's frontier sectors, supporting MIDAS and GMCA inward investment and FDI aspirations
- Acting as the designated Local Visitor Economy Partnership (LVEP) in the region for VisitBritain and coordinate the delivery of the GM Visitor Economy Strategy
- Coordinated promotion of GM's capital investment and real estate sector
- Working in collaboration with national, regional and local public and commercial partners to collectively promote GM
- Supporting delivery of the Manchester Accommodation Business Improvement District (ABID)
- Delivering international missions with GMCA and supporting GM's collaborative approach to high profile international events

3. Key Objectives

The overarching objective of this programme of work is for Marketing Manchester to provide strategic expertise and tactical delivery of marketing and communications activity to raise the profile of Greater Manchester on a regional, national and international basis, as well as providing sector leadership for the visitor economy in GM

The aims are to increase the number of visits, inward investment, business conferences and sporting events to deliver against the ambitions of the Greater Manchester Strategy to be a prosperous, greener and fairer city region

4. Outline of Service and Activity Delivery

The delivery of the Marketing Manchester plan is fully integrated with Greater Manchester's strategic objectives as set out in the GM International Strategy, the Greater Manchester Strategy and the GM Local Industrial Strategy The GM Visitor Economy Strategy 2025-2030 which provides the strategic framework for the tourism and visitor economy sector across Greater Manchester

Marketing Manchester will respond to this vision by working to achieve two core objectives during FY 25/26

- Deliver insight, marketing and communications and sector leadership connected to local and national strategy to the GM Tourism, Hospitality & Leisure sector, to support and grow the value and volume of the sector and economic impact and jobs for GM
- Working with GMCA, GM local authorities and partners to deliver the GM International Strategy, Local Industrial Strategy, and the Greater Manchester Strategy, The GM Visitor Economy Strategy 2025-2030
 - Raising the profile of GM's frontier sectors – Advanced Manufacturing and Materials, low carbon, Life Sciences & health innovation, financial and professional services and creative, digital and tech, to drive inward investment to GM and business expansion and growth within GM.
 - Supporting FDI Inward Investment Attraction & Promotion Programme
 - Promotion of Greater Manchester's Investment Zone and Growth Locations to national and international audiences
 - Promotion of Greater Manchester Property and Real Estate sector, to national and international audiences through a year-round programme including attendance at MIPIM, UKREIF, London Real Estate Forum and Expo Real Munich

This will

- Develop a strategic, tactical and evidence-based approach to raising the profile of Greater Manchester as a visitor destination, to regional, national and international audiences, to achieve annual KPI's
- Raise 100% match funding of campaign activity spend (£375,746)
- Deliver an average return on investment of funding of average 10:1
- Increase demand from overnight staying visitors and increase day visitors (reported via IMAB).
- Increase demand from overnight staying visitors and day visitors, during "off peak" periods (reported via IMAB)

In line with Marketing Manchester's full set of roles and responsibilities as set out above, 2025/26 Activities will also be delivered targeted to achieve KPI's outlined below, and activities delivered will include

- Deliver the LVEP Partnership Agreement working closely with VisitBritain and other LVEPs' and also 'Continue to collaborate and input into national VE policy and strategy and deliver as required by a Local Visitor Economy Partnership (LVEP)'
- Delivery of the Visitor Economy Strategy Action Plan overseen by the LVEP Strategy Steering Group
- Deliver a sustainable tourism action plan, working with partners from across the visitor economy
- Deliver annual programme of research and insights to inform GM Tourism industry, including STEAM volume & value, Visitor survey, hotel pipeline, occupancy – as well as tourism data across 10 LAs
- Research and develop a pipeline of conference bids, targeting frontier sectors and GM's leading business, science and public sector communities and strengths, aiming to convert bids to wins to deliver maximum economic impact
- Enhanced promotion of GM's frontier sectors through delivery of strategic marketing and communication campaigns and enhance delivery capacity by adding new dedicated resource to deliver campaign activity promoting GM's frontier sectors and capital investment opportunities
- Work with international travel trade in-market and through familiarisation programmes in Manchester to grow passenger numbers and increase the number of international passengers arriving at Manchester Airport
- Promotion of the GM Investment Zone and Growth Locations and capital investment opportunities in real estate and science assets through delivery of the year-round Invest Partnership programme and attendance at MIPIM, UKREIF, LREF and Expo Real This will include the maintenance of an Investment Prospectus for the city-region
- National and International media engagement programme to raise the global profile of Greater Manchester's USP's to attract visitors and businesses to GM
- Development and delivery of tactical campaigns including digital and social activity to drive visits to visitmanchester.com, meetinmanchester.com and investinmanchester.com
- Lead / support with emerging GMCA priorities, where resourcing allows, such as international visits and major events (subject to discussion with GMCA Economy directorate and International team) e.g. Japan mission
- Conducting research including latest market drivers, our target markets, make iterative improvements on visit website based on customer insights
- Share AI trends and market data from the AI Opener for Destinations international group Develop an AI strategy to enhance destination management for Manchester.

5. Key Performance Indicators

The table below outlines Key Performance Indicators (KPIs) to be delivered under this contract. The reporting and monitoring requirements are set out in section 7.

Key Performance Indicator	Target
No. of conference bids	110

<i>Of which, no of international conference bids</i>	60
No of conferences won	50
<i>Of which, no of international conferences won</i>	25
£m economic impact of conferences won	£75m
<i>Of which, £m economic impact of international conferences won</i>	£40m
£m economic impact of promotional campaigns	£13.2m
<i>Of which, £m economic impact of international campaigns</i>	£7m
No. of consumer engagements	300m
No. of social media engagements	17m
No. of media visits hosted and virtual events with significant interaction	250
Volume of media coverage (Opportunities to See)	900m
<i>Of which, volume of media coverage of frontier sectors</i>	20m
<i>Of which, no of social media engagements in frontier sectors</i>	750k
No. of unique visitors to destination websites	4m
<i>Of which, no of visitors to investinmanchester.com</i>	100k
No of business engagements	8k
<i>Of which, no of travel trade engagements</i>	3 5k
No of business assists	600
<i>Of which, no of travel trade assists</i>	300

6. Contract Monitoring Requirements

Marketing Manchester will collate performance information across the above KPIs, in addition to other impact metrics across the programme as appropriate. Marketing Manchester will provide summary information to the GMCA on a quarterly basis, demonstrating progress towards each of the targets set out above, as well as the indicative milestones. The information should be provided in the agreed template below to accompany each invoice. GMCA and Marketing Manchester will meet on a quarterly basis to discuss the previous quarter's reporting and conduct a 'forward look' of the priorities for the next quarter, including agreeing any changes to reflect emerging priorities and milestones for the quarter.

		2025/26 (cumulative)			
Metric	Target	Qtr1 25/26	Qtr2 25/26	Qtr3 25/26	Qtr4 25/26
RBR KPIs					
No. of conference bids	110	25	50	75	110
<i>Of which, no. of international conference bids</i>	60	15	30	45	60
No. of conferences won	50	10	25	40	50
<i>Of which, no. of international conferences won</i>	25	6	12	18	25
£m economic impact of conferences won	£75m	£20m	£35m	£50m	£75m
<i>Of which, £m economic impact of international conferences won</i>	£40m	£10m	£20m	£30m	£40m
£m economic impact of promotional campaigns	£13.2m	£3.5m	£7m	£10m	£13.2m
<i>Of which, £m economic impact of international campaigns</i>	£7m	£2m	£4m	£5.5m	£7m
No. of consumer engagements	300m	75m	150m	210m	300m
No. of social media engagements	17m	4m	8m	13m	17m
<i>Of which, no. of social media engagements in frontier sectors</i>	750k	187.5k	375k	652.5k	750k
No. of media visits hosted with significant interaction	250	50	125	200	250
Volume of media coverage (Opportunities to See)	900m	150m	300m	600m	900m
<i>Of which, volume of media coverage of frontier sectors</i>	20m	5m	10m	15m	20m
No. of unique visitors to destination websites	4m	800k	1.8m	3m	4m
<i>Of which, no. of visitors to investinmanchester.com</i>	100k	25k	50k	75k	100k
Core funding KPIs					
No. of business engagements	8k	1k	3k	5.5k	8k
<i>Of which, no. of travel trade engagements</i>	3.5k	800	1.6k	2.6k	3.5k
No. of business assists	600	200	350	450	600
<i>Of which, no. of travel trade assists</i>	300	75	140	220	300

In addition to the quarterly reporting outlined above, the GMCA and Marketing Manchester will agree additional data to be shared at the end of the contract period, providing further detail on the KPIs achieved. This is likely to include a breakdown of the conference bids, conferences won, promotional campaigns, and the associated economic impact.

Using the attached budget template, Marketing Manchester will also provide a high-level financial update on a quarterly basis, detailing the previous quarters' actual spend and profile for the remaining quarters.

7. Governance

The programme will be led by Victoria Braddock, Managing Director of Marketing Manchester. Lisa Dale-Clough, Interim Director of Economy, will be responsible for governance of the contract within GMCA – Marketing Manchester will provide reports and attend governance meetings as required by the GMCA.

Outside of this, Marketing Manchester's activity, performance and evaluation will continue to be overseen by the Internationalisation and Marketing Advisory Board (IMAB) and GM Business Board. A report covering Marketing Manchester's key activity and progress against KPIs will be submitted to IMAB on a quarterly basis to ensure the programme remains on track and that IMAB members can help shape and drive delivery.

Marketing Manchester will provide quarterly performance reports to GMCA through the International and Marketing Advisory Board (IMAB), The Growth Board, GM Business & Economy Scrutiny Committees and other Boards as required.

8. Key Contacts

Marketing Manchester	GMCA
Mike Blackburn, Chair, Marketing Manchester and IMAB	Lisa Dale-Clough, Interim Director of Economy, GMCA
Victoria Braddock, Managing Director, Marketing Manchester	Joshua Wakeford, Strategic Programmes Officer, GMCA
Jude Holmes, Strategic Partnerships and Marketing Director, Marketing Manchester	

9. Intellectual Property Exclusions (as referred to in clause 6.1)

- Ekosgen
- GC Insight
- Red Flag
- Growth Flag
- Winning Moves' tools (diagnostic, benchmark, index, digital enablement tools)
- iMentor
- The digital customer journey tool
- Existing course content
- Better business building methodology

SCHEDULE 2 – BUDGET

MARKETING MANCHESTER BUSINESS PLAN 2025-26 Budget

Cost Line	Year 1 (FY25/26) TOTAL			
	Qtr1 25/26	Qtr2 25/26	Qtr3 25/26	Qtr4 25/26
1. TOTAL STAFF COSTS	£297,632	£297,632	£297,632	£297,632
2. TOTAL ACCOMMODATION COSTS	£0	£0	£0	£0
3. TOTAL ISIT COSTS	£8,850	£8,850	£8,850	£8,850
4. TOTAL SUBCONTRACTOR COSTS	£0	£0	£0	£0
5. TOTAL OTHER OPERATING COSTS	£47,371	£72,802	£73,686	£98,770
6. TOTAL CONSULTANCY SERVICE COSTS	£4,341	£2,341	£12,591	£19,841
7. TOTAL CORPORATE OVERHEAD COSTS	£49,834	£49,834	£49,834	£49,834
8. TOTAL OTHER CORPORATE COSTS	£0	£0	£0	£0
TOTAL COSTS	£408,026	£431,457	£442,591	£474,925
				£1,757,000

Cost Line	Quarters				Year 1 (FY25/26) TOTAL
	Qtr1 25/26	Qtr2 25/26	Qtr3 25/26	Qtr4 25/26	
1. TOTAL STAFF COSTS	£297,632	£297,632	£297,632	£297,632	£1,190,527
Direct Costs of New Staff	£297,632	£297,632	£297,632	£297,632	£1,190,527
Direct Costs of Existing Staff					
Management Staff Costs					
Staff Related Expenses					
Staff Training					
Staff Recruitment					
Other Staff Costs					
2. TOTAL ACCOMMODATION COSTS					
Rent / Lease / Mortgage Payments					
Fit-out Costs					
Rates					

Facilities Management Costs									
Other Accommodation Costs									
3. TOTAL ISIT COSTS	£8,850	£8,850	£8,850	£8,850	£8,850	£8,850	£8,850	£35,398	
IT Hardware									
IT Software									
IT Maintenance / Security Costs	£8,850	£8,850	£8,850	£8,850	£8,850	£8,850	£8,850	£35,398	
IT Security Costs									
Telephony and Communications									
Other IT Costs									
4. TOTAL SUBCONTRACTOR COSTS	£0	£0	£0	£0	£0	£0	£0	£0	
Subcontractor Costs (Taken from Supply Chain costs tab)									
5. TOTAL OTHER OPERATING COSTS	£47,371	£72,802	£73,686	£98,770	£292,629				
Printing and Stationery									

Office Equipment									
Postage and Courier									
Marketing Costs	£45,385	£70,816	£71,700	£96,784	£284,685				
Storage Costs									
TUPE Costs									
Other Operating Costs	£1,986	£1,986	£1,986	£1,986	£7,944				
6. TOTAL CONSULTANCY SERVICE COSTS	£4,341	£2,341	£12,591	£19,841	£39,112				
Legal Fees					£0				
Auditing Fees					£0				
Interpretation Services					£0				
Other Professional / Consultancy Services	£4,341	£2,341	£12,591	£19,841	£39,112				
7. TOTAL CORPORATE OVERHEAD COSTS	£49,834	£49,834	£49,834	£49,834	£199,334				
HR Support					£0				
Finance Support					£0				

Other Corporate Overheads	£49,834	£49,834	£49,834	£49,834	£49,834	£199,334
8. TOTAL OTHER CORPORATE COSTS						
Risk Premium						
Profit						
TOTAL COSTS	£408,026	£431,457	£442,591	£474,925	£1,757,000	

Table 1 - FTE Profile		Year 1											
Job Title	Provider / Sub Contract or Name	Apr-25	May-25	Jun-25	Jul-25	Aug-25	Sep-25	Oct-25	Nov-25	Dec-25	Jan-26	Feb-26	Mar-26
Managing Director	Marketing Manchester	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00
Executive Assistant	Marketing Manchester	1.00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00

Head of Business Tourism	Marketing Manchester	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00
Senior International Bid Manager	Marketing Manchester	0 65	0 65	0 65	0 65	0 65	0 65	0 65	0 65	0 65	0 65	0 65	0 65	0 65	0 65	0 65	0 65	0 65	0 65
Head of Digital	Marketing Manchester	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90
Digital Manager	Marketing Manchester	0 60	0 60	0 60	0 60	0 60	0 60	0 60	0 60	0 60	0 60	0 60	0 60	0 60	0 60	0 60	0 60	0 60	0 60
Videographer and Content Editor	Marketing Manchester	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00
Digital Executive	Marketing Manchester	0 81	0 81	0 81	0 81	0 81	0 81	0 81	0 81	0 81	0 81	0 81	0 81	0 81	0 81	0 81	0 81	0 81	0 81
Design Manager	Marketing Manchester	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00	1 00
Strategic Partnerships & Marketing Director	Marketing Manchester	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90	0 90
Senior International Marketing Manager	Marketing Manchester	0 85	0 85	0 85	0 85	0 85	0 85	0 85	0 85	0 85	0 85	0 85	0 85	0 85	0 85	0 85	0 85	0 85	0 85

Head of Business Tourism	Marketing Manchester	£5,380	£5,380	£5,380	£5,380	£5,380	£5,380	£5,380	£5,380	£5,380	£5,380	£5,380	£5,380	£5,380	£5,380	£5,380	£5,380	£5,380	£5,380	£5,380
Senior International Bid Manager	Marketing Manchester	£4,213	£4,213	£4,213	£4,213	£4,213	£4,213	£4,213	£4,213	£4,213	£4,213	£4,213	£4,213	£4,213	£4,213	£4,213	£4,213	£4,213	£4,213	£4,213
Head of Digital	Marketing Manchester	£5,000	£5,000	£5,000	£5,000	£5,000	£5,000	£5,000	£5,000	£5,000	£5,000	£5,000	£5,000	£5,000	£5,000	£5,000	£5,000	£5,000	£5,000	£5,000
Digital Manager	Marketing Manchester	£3,178	£3,178	£3,178	£3,178	£3,178	£3,178	£3,178	£3,178	£3,178	£3,178	£3,178	£3,178	£3,178	£3,178	£3,178	£3,178	£3,178	£3,178	£3,178
Videographer and Content Editor	Marketing Manchester	£3,564	£3,564	£3,564	£3,564	£3,564	£3,564	£3,564	£3,564	£3,564	£3,564	£3,564	£3,564	£3,564	£3,564	£3,564	£3,564	£3,564	£3,564	£3,564
Digital Executive	Marketing Manchester	£2,683	£2,683	£2,683	£2,683	£2,683	£2,683	£2,683	£2,683	£2,683	£2,683	£2,683	£2,683	£2,683	£2,683	£2,683	£2,683	£2,683	£2,683	£2,683
Design Manager	Marketing Manchester	£5,020	£5,020	£5,020	£5,020	£5,020	£5,020	£5,020	£5,020	£5,020	£5,020	£5,020	£5,020	£5,020	£5,020	£5,020	£5,020	£5,020	£5,020	£5,020
Strategic Partnerships & Marketing Director	Marketing Manchester	£7,603	£7,603	£7,603	£7,603	£7,603	£7,603	£7,603	£7,603	£7,603	£7,603	£7,603	£7,603	£7,603	£7,603	£7,603	£7,603	£7,603	£7,603	£7,603
Senior International Marketing Manager	Marketing Manchester	£4,439	£4,439	£4,439	£4,439	£4,439	£4,439	£4,439	£4,439	£4,439	£4,439	£4,439	£4,439	£4,439	£4,439	£4,439	£4,439	£4,439	£4,439	£4,439

Marketing Manager	Marketing Manchester	£3,083	£3,083	£3,083	£3,083	£3,083	£3,083	£3,083	£3,083	£3,083	£3,083	£3,083	£3,083	£3,083	£3,083	£3,083	£3,083	£3,083	£3,083	£3,083	£3,083	£3,083	£3,083	£3,083
Marketing Executive	Marketing Manchester	£2,649	£2,649	£2,649	£2,649	£2,649	£2,649	£2,649	£2,649	£2,649	£2,649	£2,649	£2,649	£2,649	£2,649	£2,649	£2,649	£2,649	£2,649	£2,649	£2,649	£2,649	£2,649	£2,649
Senior Events Manager	Marketing Manchester	£4,276	£4,276	£4,276	£4,276	£4,276	£4,276	£4,276	£4,276	£4,276	£4,276	£4,276	£4,276	£4,276	£4,276	£4,276	£4,276	£4,276	£4,276	£4,276	£4,276	£4,276	£4,276	£4,276
Senior Marketing Executive	Marketing Manchester	£2,392	£2,392	£2,392	£2,392	£2,392	£2,392	£2,392	£2,392	£2,392	£2,392	£2,392	£2,392	£2,392	£2,392	£2,392	£2,392	£2,392	£2,392	£2,392	£2,392	£2,392	£2,392	£2,392
Director of Tourism	Marketing Manchester	£8,195	£8,195	£8,195	£8,195	£8,195	£8,195	£8,195	£8,195	£8,195	£8,195	£8,195	£8,195	£8,195	£8,195	£8,195	£8,195	£8,195	£8,195	£8,195	£8,195	£8,195	£8,195	£8,195
Senior Tourism Executive	Marketing Manchester	£2,995	£2,995	£2,995	£2,995	£2,995	£2,995	£2,995	£2,995	£2,995	£2,995	£2,995	£2,995	£2,995	£2,995	£2,995	£2,995	£2,995	£2,995	£2,995	£2,995	£2,995	£2,995	£2,995
Tourism Analyst	Marketing Manchester	£2,469	£2,469	£2,469	£2,469	£2,469	£2,469	£2,469	£2,469	£2,469	£2,469	£2,469	£2,469	£2,469	£2,469	£2,469	£2,469	£2,469	£2,469	£2,469	£2,469	£2,469	£2,469	£2,469
Sustainability Manager	Marketing Manchester	£3,872	£3,872	£3,872	£3,872	£3,872	£3,872	£3,872	£3,872	£3,872	£3,872	£3,872	£3,872	£3,872	£3,872	£3,872	£3,872	£3,872	£3,872	£3,872	£3,872	£3,872	£3,872	£3,872
Communications Director	Marketing Manchester	£8,539	£8,539	£8,539	£8,539	£8,539	£8,539	£8,539	£8,539	£8,539	£8,539	£8,539	£8,539	£8,539	£8,539	£8,539	£8,539	£8,539	£8,539	£8,539	£8,539	£8,539	£8,539	£8,539
Senior Communications and	Marketing Manchester	£4,965	£4,965	£4,965	£4,965	£4,965	£4,965	£4,965	£4,965	£4,965	£4,965	£4,965	£4,965	£4,965	£4,965	£4,965	£4,965	£4,965	£4,965	£4,965	£4,965	£4,965	£4,965	£4,965

[illegible]

COST DEFINITIONS

	Level 1 Category	Level 2 Category	Description
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1	Staff Costs	1 1	Direct Staff Costs	Salary costs incurred from Direct Staff Direct Staff are defined as those directly involved in front-line activities Examples of this may be Business Advisors or Engagement Team staff This should include the full cost to the employer, and therefore include both employer NI contributions and any pension costs
1	Staff Costs	1 2	Management Staff Costs	Salary costs incurred from Management Staff Management Staff are defined as those involved in the Management and indirect activities within the business Examples of this may be Performance Manager or Supply Chain Manager This should include the full cost to the employer, and therefore include both employer NI contributions and any pension costs.
1	Staff Costs	1 3	Staff Related Expenses	Staff Related costs incurred This is defined as any costs incurred from staff, not including salary costs Examples of this may be staff travel and staff subsistence incurred in delivery of this contract
1	Staff Costs	1 4	Staff Training	Costs incurred training staff members This is defined as any training staff require to deliver this contract Examples of this could be one-off specialist adviser training or on-going training required
1	Staff Costs	1 5	Staff Recruitment	Costs incurred in recruitment of staff members This is defined as any directly attributable cost incurred in recruiting staff members An example of this could be the cost of facilitating a recruitment event
1	Staff Costs	1 6	Other Staff Costs	Costs incurred relating to staffing which do not fit into any previous category
2	Accommodation Costs	2 1	Rent / Lease / Mortgage Payments	Costs incurred in relation to Accommodation Depending upon the Supplier model this may be Mortgage, Rent or Leased Please ensure only costs for property directly used in delivery of this contract are included in this cost line

2	Accommodation Costs	2 2	Fit-out Costs	Costs incurred in relation to the purchase of furniture, fixtures and fittings to ensure the Accommodation is fit for contract delivery
2	Accommodation Costs	2 3	Rates	Costs incurred from rates payable for the Accommodation Any rates applicable to the Accommodation should be included in this category, which may include business rates, insurance rates and service charges
2	Accommodation Costs	2 4	Facilities Management Costs	Costs incurred relating to facilities management (including any premises security systems / services)
2	Accommodation Costs	2 5	Premises Security Costs	Costs incurred relating to premises security This should include any accommodation security costs including any security systems and security services required
2	Accommodation Costs	2 5	Other Accommodation Costs	Costs incurred relating to accommodation which do not fit into any previous category
3	IS/IT Costs	3 1	IT Hardware	Costs incurred in relation to IT hardware used for the contract Please include the full capital cost and no depreciation/amortisation for this category
3	IS/IT Costs	3 2	IT Software	Costs incurred in relation to IT software used for the contract Please include the full capital cost and no depreciation/amortisation for this category

3	ISIT Costs	3 3	IT Maintenance	Costs incurred in relation to maintenance of IT equipment used in this contract
3	ISIT Costs	3 4	IT Security Costs	Costs incurred in relation to security of IT equipment and systems used in this contract
3	ISIT Costs	3 5	Telephony and Communications	Costs incurred to provide telephony and communications for this contract This category may include the provision of landlines, mobile devices and 3G cards
3	ISIT Costs	3 6	Other IT Costs	Costs incurred relating to ISIT which do not fit into any previous category
4	Sub-contractor Costs	4 1	Sub-Contractor Costs	All costs incurred paying sub-contractors for contract delivery
5	Other Operating Costs	5 1	Printing and Stationery	Costs incurred for stationery including costs for office machinery such as printers. This should also include consumable items required such as pens, paper and print cartridges
5	Other Operating Costs	5 2	Office Equipment	Costs incurred in purchasing any other office equipment used in delivery of the contract

5	Other Operating Costs	5 3	Postage and Courier	Costs incurred for third party courier services, including any distributions of forms and letters. Costs for any secure postage required for transferring sensitive information should also be included in this category
5	Other Operating Costs	5 4	Marketing Costs	Costs incurred for Marketing support in delivery of this contract
5	Other Operating Costs	5 5	Storage Costs	Costs incurred for storage of documentation relating to this contract. Storage costs should only be charged when complying with data protection legislation or DWP regulation
5	Other Operating Costs	5 6	TUPE Costs	Costs expected to be incurred in relation to TUPE transfers
5	Other Operating Costs	5 7	Other Operating Costs	Costs incurred relating to any other operating costs which do not fit into any previous category
6	Consultancy / Professional Service Costs	6 1	Legal Fees	Costs incurred for any legal fee in relation to delivering the contract
6	Consultancy / Professional Service Costs	6 2	Auditing Fees	Costs incurred for any auditing fees in relation to delivering the contract

6	Consultancy / Professional Service Costs	6.3	Interpretation Services	Costs incurred for any interpretation services required in delivering the contract
6	Consultancy / Professional Service Costs	6.4	Other Professional / Consultancy Services	Costs incurred relating to professional and consultancy services which do not fit into any previous category
7	Corporate Overheads	7.1	HR Support	Costs incurred for Human Relations support in delivery of this contract
7	Corporate Overheads	7.2	Finance Support	Costs incurred for Finance support in delivery of this contract
7	Corporate Overheads	7.3	Other Corporate Overheads	Costs incurred relating to other corporate overheads which do not fit into any previous category
8	Other Corporate Costs	8.1	Other Costs	Any other costs incurred relating to contract delivery which do not fit into other categories including risk premiums / contingency and anticipated profit

IN WITNESS WHEREON this document has been executed as a deed the day and year first before written:

014180

THE COMMON SEAL of the
GREATER MANCHESTER
COMBINED AUTHORITY
was hereunto affixed in
pursuance of an Order of the
Council of the said Authority:




.....
Authorised Signatory


Executed as a Deed by
MARKETING MANCHESTER
acting by a director:


.....
Signature of Director

Mark Hughes – 26.06.2025

.....
Director's Name

In the presence of:


.....
Signature

Donna E Edwards
.....
Witness Name

Address: ... The Growth Company, Lee House, Great Bridgewater Street, Manchester, M1
7JW...