



Roundhouse Evaluation

Brief for Evaluation Consultant

**Funding raised by
The National Lottery**

and awarded by the Heritage Lottery Fund



Brief for Evaluation Consultant

Background

Roundhouse Birmingham is a pioneering partnership between the Canal & River Trust and the National Trust, to bring an important Birmingham landmark back to life. We want to conserve and sustain Roundhouse and engage people in it through a model of partnership, participation and enterprise. It will house a number of businesses, including a visitor attraction business, and will play a role in the local community. The Grade II* listed building is a beautiful, striking and rare circular landmark overlooking the mainline canal in the centre of Birmingham, part of its industrial heritage and at the heart of the Ladywood community and regenerating waterside. This important project would not be possible without the support of the Heritage Lottery Fund, who awarded the project a Heritage Enterprise grant of nearly £2.5m in July 2017. We are aiming to formally launch the Roundhouse in October 2018 following a period of capital works and public activity that will build the profile and popularity of this special place.

Roundhouse was built in 1874 for the Corporation of Birmingham following an architectural competition, won by local architect, WH Ward; a statement of civic pride and optimism. The building provided stabling for 18 horses used by the lamplighting, street repairs and sewage works departments of the Corporation. Today it stands proudly within an economically, demographically and culturally diverse city, and overlooks a rapidly regenerating waterside, which over the next 10 years will see huge development around the Roundhouse. A rare and beautiful building, it has survived Birmingham's relentless drive for redevelopment. As a *Heritage Enterprise* initiative, this project represents an exciting opportunity for two major conservation organisations to test and innovate a new business model for managing heritage assets in a sustainable way that does not rely on ongoing subsidy.

1- Project aims and distinguishing factors

Aims:

- **Conservation / sustainability**
We will restore the Roundhouse and give it a sustainable future that is driven by the values of the lead partners. Roundhouse Birmingham must be self-sustaining; its activities must create a viable business that does not require ongoing subsidy.
- **Enterprise**
We will create a vibrant hub of activity with space for enterprise, skills development and learning that sits at the heart of the local community and creates jobs
- **Engagement**
We will deliver a new offer for a range of audiences that finds innovative and exciting ways to connect people with their heritage and get more people outdoors, enjoying the natural environment

- **Partnership**

We will form productive and rewarding partnerships that contribute to cultural development and regeneration in Birmingham

The project is distinguished by a number of compelling factors:

Safeguarding the future of a building at risk

The project will create a sustainable future for the Roundhouse which, in recent years has fallen into decline and was added to Historic England's At Risk Register in 2014. With a conservation deficit calculated at £2,513k, it has been difficult to find alternative uses or developers for the building. However, the new charity has taken a 150 year lease from the Canal & River Trust and, with vital capital and seed funding from the Heritage Lottery Fund, is delivering a business plan that will ensure a sustainable new use for the building.

Capital support 74% (£2,469k) from HLF's Enterprise Grant Programme towards a full project cost of £3,324k, will mean that the project can restore the building and create the foundations of a viable business. The National Trust and Canal & River Trust will underwrite the remaining £855k on a 50:50 basis through a loan to Roundhouse Birmingham. A fundraising plan is also in place to raise up to £380k from other Trusts and through a public appeal, to reduce the level of loans taken on by the new charity.

Work at the Development Stage of the project provided greater assurance around the level of investment required to achieve both a sustainable *building* and robust, resilient *business*. Restoration and redevelopment will ensure the building survives into the future, is taken off the At Risk register, and will reduce ongoing liabilities for the company. Investment is also being made on establishing a successful operational business right from the start of the delivery phase, such as recruitment, training and development of a new staff and volunteer team as well as the development of an exciting public offer. This will be crucial to achieving the aims of the new charity and its viability, as well as ensuring that the Roundhouse is fit for purpose, fully functional and has started building an audience and profile by the time the restoration is complete. Our approach aims to engage more people in conservation work, volunteering and skills development, and will be able to attract a greater level of partnership and collaboration

Partnership between two major charities

The Canal & River Trust (CRT) and the National Trust (NT) have forged a strong strategic and operational relationship through the development of this project since 2013. Roundhouse Birmingham is a collaborative partnership, the independent child of these two major charities. To create a workable model for jointly operating the Roundhouse, the partnership has created a company limited by guarantee and registered as a charity, with a Board equally comprised of individuals from both Trusts. The partnership has already demonstrated the benefits of combining the commitment, skills, capacity and reputations of these professional organisations, attracting partnerships, support and profile for the Roundhouse project. There are

also huge opportunities for learning and innovation both for the partners and more widely, bringing greater sustainability and resilience to the heritage sector.

An innovative and viable business model

Roundhouse Birmingham will deliver a multi-use site, increasing access to the building and enabling people to explore the city by foot, bike and boat, as well as providing distinctive lettable spaces both linked to the visitor offer and for offices. The combination of tenanted space (80% of space leased on a commercial basis) and a visitor business (based on 20k visitors taking up a paid-for tour / experience) ensures a mix of income and engagement opportunities, underpinning the sustainability of the project. Work to date has also demonstrated the exciting potential of the visitor business. During the development phase, the project carried out pilots and considerable research and consultation to inform the proposition. It has worked with a significant number and diverse range of partners which has translated into Memoranda of Understanding with 18 partners committed to working with Roundhouse Birmingham to develop and deliver the public offer. By co-producing the offer with initiatives in the Jewellery Quarter, Ladywood and throughout the city, as well as with delivery organisations, service providers, and local people, the Roundhouse is being developed within the city's cultural landscape and through the local community.

Exciting visitor offer developed through partnership, collaboration, co-production

Within its city centre context the Roundhouse has started to develop a local heart with international appeal. The project is rooted in the city, bringing local people together to uncover Birmingham's hidden stories and to tell these stories in different ways – through performance, art, storytelling. It also uses leisure activities such as cycling, canoeing, and walking to connect with the wider city and find fun ways of exploring its heritage.

It will combine a free, core offer with a dynamic programmed offer that changes twice a year (themed tours, workshops, and events). It is entrepreneurial in its approach, using evidence from consultation, testing and research to inspire new ideas, not just copying or adapting old ones. The ideas will also stay fresh, evolving and updating in response to themes, partnerships and audience needs. Adopting a Human Centred Design model, which puts audiences at the heart of development, will also ensure that interpretation is accessible and relevant.

People

The Roundhouse project is being developed by a significant range of skilled and talented people from the CRT and NT, and draws on an unparalleled pool of expertise from across both organisations and beyond. This has generated a highly creative and professional team, as well as providing credibility and confidence around setting up the new business. Through strategic investment in the business, the project will also build an operational team with 2.9 FTE staff (increasing to 3.3 FTE once operational), including a paid internship, and a substantial number of volunteers. Volunteers will be the cornerstone of the business as they will support and deliver all areas of the visitor operation; they also keep the Roundhouse

relevant, exciting and engaging. The Roundhouse will create a team of around 50 volunteers contributing c3048 hours to the venture. The project will offer specialist training in all areas of heritage operations and visitor experience, with exciting opportunities for learning and development. The Roundhouse will cultivate a community of likeminded people and organisations within the building and across the city. Sharing knowledge, skills and a passion for heritage these people will help continue the story and significance of this special place well into the future.

2- Evaluation brief

Outcomes

We would like you to provide *insight* based on analysis of data and the research you carry out that provide an understanding of:

1. How change is happening (or not) in relation to our desired project outcomes, and how effectively the project has met its objectives
2. The impact of our activity, expected and unexpected
3. How the project meets the national outcomes of partners (NT, CRT, HLF)
4. The impact of the NT/CRT partnership and this model of enterprise
5. How we may do things differently on future projects/lessons we can share with the sector

We would like you to:

6. Help create an evaluation framework for the project and internal culture which helps build confidence in evaluation methods among the Roundhouse team in order that it becomes part of everyday practice and not an extra thing to do. Revisit evaluation within the Activity Statement to ensure we have the best techniques for the respective activities and audiences
7. Help us learn as we go, so that evaluation helps us to improve throughout the project
8. Help us ensure that we meet HLF evaluation requirements in relation to the activity and business plans and push us to keep revisiting our desired outcomes and ambition for the project
9. Help us shape our own internal review process, with partners and stakeholders.

Outputs

10. An agreed evaluation plan and work plan
11. A series of workshops at key points in the project for purposes of review and adaptation
12. Rationalise and complete our detailed evaluation framework
13. Create a set of questions that will live in the minds of the project team and that will be answered through your assessment (this may be based on the framework)

14. A summative report after the project has ended, making this accessible and digestible for a range of audiences. An interim report is required at the end of year 1.

3- Skills, experience and knowledge

As part of our research process, we have found no direct comparators for Roundhouse. Therefore, our approach feels new and untested for the sector as well as the two charities. To this end it is vital that the consultant goes on the journey with us and helps us reflect and problem-solve. As this is a Heritage Enterprise project, we are keen to hear from candidates with an understanding of how to set up and run a successful business while at the same time meaningfully and sustainably engaging new audiences from an area of deprivation. This is possibly our biggest challenge and one we need help with.

We are looking for:

- A proven track record of evaluating projects and ideally at least one that was trying out a new model of working within its sector
- Ability to advise but also to facilitate in a way that helps realise our own learning
- Ability to grapple with the fact that this project is about conservation and engagement through enterprise and partnership
- Experience of working on projects with many and varied stakeholders and partnerships
- A good knowledge of Birmingham today and historically
- An understanding of urban regeneration and ideally experience of working on a regeneration project
- A natural story-teller, with the ability to engage successfully with diverse people
- The ability to work with detail and to keep at view on the big picture
- Excellent consultancy skills, with a good sense of when to be hands-on, when to advise from afar, when to exercise your own expertise and when to draw ideas out of others.

4- Budget, timescale, contract

The budget for this piece of work is £8,000 to include all expenses.

We would like the successful candidate to start by the end of March 2018. The contract will cease in March 2020 or shortly thereafter.

You will be contracted using Roundhouse, Birmingham Standard terms of appointment. See Appendix 1. Please contact us with any queries regarding the terms of the contract or highlight these in your proposal.

5- Your proposal

We would like you to set out your approach to the brief and highlight your particular strengths, skills and relevant areas of experience. We want to know why you want this job. We want to get a sense of how you will work with us, how much of you we will see and when. Please provide a breakdown of the budget and two references from similar pieces of work you have carried out. Excluding C.Vs and case studies, we would like you to do this within 4 sides of A4.

Any queries should be addressed to james.mcquaid@nationaltrust.org.uk

Deadline: 14th March 2018

References for further reading

Evaluation guidance, HLF, 2017

<https://www.hlf.org.uk/running-your-project/evaluating-your-project>

Heritage Enterprise application guidance, HLF

<https://www.hlf.org.uk/looking-funding/our-grant-programmes/heritage-enterprise>

Document information

Prepared by:	James McQuaid, Visitor Experience Consultant (National Trust)
Date:	Feb 2018
Version:	6.0 Final

Appendix 1 – Roundhouse, Birmingham standard terms of appointment

[TO BE SENT ON ROUNDHOUSE NOTEPAPER]

To: [Consultant]
[Address]

Date:

Dear [Details / Sirs]

AGREEMENT FOR CONSULTANCY SERVICES

[I am writing / we write] to confirm the terms and conditions upon which [Roundhouse, Birmingham (registered number 10323771) of First Floor North,

Station House, 500 Elder Gate, Milton Keynes MK9 1BB)) (“the **Client**”) has agreed to appoint [insert full details for Consultant including company number where relevant] (“the **Consultant**”) to provide the consultancy services as detailed in the attached Project Brief or as may otherwise be agreed in writing between the parties from time to time (“the **Services**”).

Please confirm your acceptance of the terms set out in this letter and the attached Project Brief and Terms and Conditions by countersigning and returning the enclosed copy of this letter.

Yours [sincerely / faithfully]

.....

[Insert position]
For and on behalf of
[Roundhouse, Birmingham]

I, [insert name of signatory] confirm my acceptance of the Terms and Conditions and Project Brief attached to this letter on behalf of [insert name of Consultant].

Signed.....

Job Title.....

Date.....

PROJECT BRIEF

Part 1 The Services

Consultant shall provide the Client with the following services with effect from [Insert date on which the provision of services should begin (this may be a past or future date if necessary)] (the '**Commencement Date**'):-

[Insert project brief / description of services. This should include:

- Details of the work to be carried out i.e.:
 - describe in as much details as possible what it is that the Consultant is expected to deliver;
 - describe any products or materials that the Consultant must deliver, including any specification that's been agreed;
- Locations, times and dates where and when services are to be performed;
- Any specific individuals that must perform the services;
- Reporting procedure; and
- Milestones to be met and relevant timelines]

Part 2 The Fees

[Insert details of payment structure e.g. fixed fee / hourly amount and trigger dates / events for payment. Also describe method of invoicing, information to be provided in support etc.]

[If the Client has agreed to pay any expenses then this is the place to refer to this and set out the maximum expense rates - – please refer to the **Expenses for Suppliers** Guidance on the intranet for what to include here]

Part 3 Insurance Products

The Consultant shall maintain the following insurance products for the duration of this Agreement and shall provide evidence of such insurance products on request:

- [Public Liability Insurance with cover of at least £5,000,000.00 (five million pounds);
- Professional Indemnity Insurance with cover of at least £5,000,000.00 (five million pounds);
- Employer's Liability Insurance with cover of at least £5,000,000.00 (five million pounds)].

[N.B.: Discuss with Insurance Office and amend as appropriate]

Part 4 Authorised Representative

The Authorised Representative of the Client is [] or such other person as the Client may notify to you in writing.

TERMS AND CONDITIONS

1. NATURE OF AGREEMENT

1.1. These terms and conditions (the "**Special Conditions**") and any Purchase Order issued to the Consultant by the Client from time to time shall together form the Agreement for the provision of the Services (the "**Agreement**") and, for the avoidance of doubt, in the event of any conflict between the terms set out in these Special Conditions and the terms of any Purchase Order, these Special Conditions shall take precedence.

1.2. The relationship of the Consultant to the Client will be that of independent contractor and nothing in this agreement shall render the Consultant an employee, worker, agent or partner of the Client and the Consultant shall not hold itself out as such.

1.3. This agreement constitutes a contract for the provision of services and not a contract of employment and accordingly the Consultant shall be fully responsible for and shall indemnify the Client (and/or relevant Member Organisation if applicable) for and in respect of:

1.3.1. any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the performance of the Services, where the recovery is not prohibited by law.

1.3.2. any liability arising from any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Consultant or its staff or contractors against the Client arising out of or in connection with the provision of the Services.

2. APPOINTMENT

This Agreement shall commence on the date described in the Project Brief (the '**Commencement Date**') and shall (subject to clause 8) continue until the satisfactory completion of the Services by the Consultant (as determined by the Client) or until terminated by either party giving one (1) months' notice in writing to the other.

3. FEES

3.1. In consideration of the proper provision of the Services in accordance with the terms of this Agreement, the Consultant shall be paid the fees calculated in accordance with the Project Brief plus VAT ("the **Fees**").

3.2. The Client shall not be liable for any travel, accommodation or other expenses

incurred by the Consultant except where agreed in the Project Brief or otherwise in writing and then only in accordance with the Client's policies and procedures in relation to expenses as they apply to the Client's staff.

3.3. No Fees shall be payable in respect of any period during which the Services are not provided (whether as a result of ill health or injury of the Consultant or its staff or contractors or otherwise).

3.4. The Client shall be entitled to deduct from the Fees (and any other sums) due to the Consultant any sums that the Consultant may owe to the Client at any time.

4. SERVICES

4.1. The Consultant will ensure that at all times it will provide the Services to the Client in accordance with the Client's instructions. The Consultant will at all times keep the Client informed of the progress of matters relating to the provision of the Services and will comply with all reasonable requests for information.

4.2. The Consultant shall not be entitled to assign or sub-contract the performance of the Services in whole or part without the prior written consent of the Client.

4.3. The Consultant shall at all times provide the Services with all due skill and care, to a high professional standard, in accordance with all applicable laws, regulations and codes of practice and to the reasonable satisfaction of the Client.

4.4. Unless specifically authorised to do so by the Client in writing, the Consultant shall not have any authority to incur any expenditure in the name of or for the account of the Client or hold itself out as having authority to bind the Client.

4.5. The Consultant shall comply with all reasonable standards of safety and comply with the Client's health and safety procedures from time to time in force at the premises where the Services are provided and report to the Client any unsafe working conditions or practices

4.6. The Parties agree that the Project Brief may be amended by agreement from time to time to reflect changes in the Client's requirements and the Consultant shall in such case accurately record and submit any such changes to the Client for it to approve.

4.7. The Consultant acknowledges that Canal & River Trust and National Trust (the '**Member Organisations**') are closely

associated with the Client and that the Consultant's actions in performing the Services will reflect on the Client and the Member Organisations. The Consultant will conduct itself so as to avoid doing anything which might reasonably be viewed as bringing the Client and/or the Member Organisations into disrepute.

4.8. The Consultant acknowledges that the Authorised Representative may be employed by either Member Organisation but that such instructions shall be deemed as being given by the Client and the relevant Member Organisation shall have no liability to the Consultant in respect of any such instructions.

5. CONFIDENTIALITY AND GOODWILL

The Consultant will at all times treat and safeguard as private and confidential all confidential information, trade secrets and data relating to the Client or any of its customers and will not reproduce, copy or use in any way any such information except as may be strictly necessary in order to properly perform the Services.

6. INTELLECTUAL PROPERTY

6.1. For the purposes of this agreement 'Intellectual Property Rights' means all patents, rights to inventions, copyright and related rights, moral rights, trade marks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

6.2. All copy, design work, art work, reports, information and other materials procured, generated or supplied by the Consultant in the course of providing the Services (together the 'Materials') including any Intellectual Property Rights which the Consultant may have or acquire in such Materials or which may arise in relation to such Materials shall belong to the Client. The Consultant hereby assigns by way of present assignment of future copyright, where applicable, to the Client all copyright and all other Intellectual Property Rights (whether in existence now or coming into existence at any time in the future) in the Materials.

6.3. In the event that any Materials make use of any pre-existing third party materials or the Consultant is unable to obtain an

assignment of copyright or other Intellectual Property Rights in relation to any new creative work or materials having used all reasonable endeavours to do so, the Consultant will obtain and provide to the Client a written licence to use such work or materials in accordance with the Client's required purposes.

6.4. The Consultant shall ensure that the Client's use of the Materials in accordance with the terms of this Agreement will not infringe the intellectual property rights of any third party.

6.5. The Consultant will at the Client's request sign all documents and do all other things as may be necessary to ensure that the purpose of this clause 6 is fulfilled to perfect title in the Client.

6.6. The Consultant shall on request supply all digital files containing the Materials to the Client. Where the Client unreasonably exercises its rights under this Clause 6.6 in respect of a digital file that has previously been supplied to the Client the Client shall reimburse the reasonable costs incurred by the Consultant in complying with this Clause 6.6.

6.7. The Consultant agrees to indemnify the Client and keep it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Client, or for which the Client may become liable, with respect to any Intellectual Property Rights infringement claim or other claim relating to the Services.

6.8. The Consultant waives any moral rights, and shall procure any necessary waiver from any relevant third party, in the Materials to which it is now or may at any future time be entitled under Chapter IV of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction, including (but without limitation) the right to be identified, the right of integrity and the right against false attribution, and agrees not to institute, support, maintain or permit any action or claim to the effect that any treatment, exploitation or use of such Materials or other materials infringes the Consultant's moral rights.

6.9. The provisions of this Clause 6 shall survive termination or expiry of this Agreement for any reason.

7. INSURANCE AND LIABILITY

7.1. The Consultant shall maintain the insurance products referred to in the Project Brief throughout the term of the Agreement.

7.2. Subject to Clause 7.4 the Client's total aggregate liability in relation to this Agreement shall not exceed the amount of the Fees properly incurred in the 12 months preceding the date of the relevant claims, whether such liability arises in contract, negligence or any

other tort or as a result of the Client's deliberate repudiatory breach.

7.3. Subject to clause 7.4, nothing in this Agreement shall be taken to impose any liability on the Member Organisations or either of them.

7.4. Nothing in this Agreement shall exclude or limit the liability of the Client for death or personal injury arising in negligence, for fraud or fraudulent misrepresentation or any other liability that cannot be legally limited or excluded.

8. TERMINATION

8.1. Either party may terminate this Agreement in whole or in part with immediate effect if the other party:

8.1.1. is in material or persistent breach of any of its obligations as set out in this Agreement; or

8.1.2. is the subject of any petition for winding up or an administration order, or has a bankruptcy petition presented against him or is unable to pay its debts as and when they fall due.

8.2. The Client may terminate this Agreement in whole or in part with immediate effect if the Consultant:

8.2.1. or any of the Consultant's staff or sub-contractors engaged in relation to this Agreement is convicted of any criminal offence (other than an offence under any road traffic legislation in the United Kingdom or elsewhere for which a fine or non-custodial penalty is imposed);

8.2.2. is in the reasonable opinion of the Client negligent or incompetent in the performance of the Services;

8.2.3. is incapacitated (including by reason of illness or accident) from providing the Services for an aggregate period of 10 working days in any 52-week consecutive period;

8.2.4. commits any fraud or dishonesty or acts in any manner which in the opinion of the Client brings or is likely to bring the Consultant or the Client or Member Organisations into disrepute or is materially adverse to the interests of the Client or Member Organisations.

8.3. Either party may terminate this Agreement as set out in clause 2.

8.4. On termination or expiry of this Agreement the Consultant shall:

8.4.1. immediately deliver to the Client all copies of Material and any Client property in its possession or under its control;

8.4.2. irretrievably delete any information relating to the business of the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its possession or under its control outside the premises of the Client.

9. BRIBERY

The Consultant shall:

9.1. comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

9.2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

9.3. comply with the Client's Anti-bribery and Anti-corruption Policies as may be communicated by the Client to the Consultant from time to time);

10. DATA PROTECTION

10.1. The Consultant consents (and where necessary shall procure consent) to the Client and (if applicable) the Member Organisations, holding and processing data relating to the Consultant and its staff and contractors for legal, personnel, administrative and management purposes.

10.2. The Consultant shall ensure that it and its contractors and staff engaged in the provision of the Services do not cause the Client or Member Organisations to breach the Data Protection Act 1998 and in the event that the Consultant processes personal data on behalf of the Client it shall do so in accordance with best industry practice, maintaining appropriate security procedures at all times and in accordance with the Client's instructions.

11. GENERAL

11.1. This Agreement constitutes the entire Agreement in respect of the Consultant's appointment and supersede any other arrangement or understanding relating to such appointment.

11.2. This Agreement shall be interpreted in accordance with English law and shall be subject to the exclusive jurisdiction of the English courts.

