



# Consultant Applicant Information Pack

## How to Apply

Thank you for your interest in the role of **consultant** at Arts at the Mill CIC T/A The Old Courts. You will find information about the role and the person specification in the following pages. Before you apply, please read the information included here.

Interested applicants should submit an open application (Max 2 x A4) detailing suitability for the project including:

- Professional qualifications or experience
- Similar projects undertaken
- Fixed cost for part 1 contract
- References
- Method and approach

Applications should be sent to [jenkinsd@theoldcourts.com](mailto:jenkinsd@theoldcourts.com) no later than **24/09/24**.

If there is a barrier to submitting an application in the method detailed above, then we are happy to work with interested parties to meet their individual or group needs. Please get in contact if you wish to discuss this further.

We look forward to receiving your application.

Arts at the Mill CIC

## About The Old Courts

The Old Courts is a small organisation based inside the Former County Court offices on Crawford Street, in Wigan Town Centre. We have a vibrant mix of performance spaces, individual offices and open plan co-working space with a selection of accessible meeting spaces.

## Our Artistic Vision

We understand the incredible importance of the Arts – not simply for entertainment, but as the fundamental threads in the fabric of everyday life.

The Arts should not be exclusive to the well-travelled nor a social tool for privileged circles. The Arts are what bond communities and bridge differences with the only true global language, expression.

At The Old Courts, our work is designed to introduce the arts into the lives of the people of Wigan and beyond and to enhance the experience of those who are engaged.

Our mission is to create, engage and inspire by supporting ideas and hard work, providing cultural opportunities, and investing in Wigan and its people.

We are driven to **CREATE** a vibrant, supportive, risk-taking and strategic environment for artists to **ENGAGE** new and existing audiences and disconnected communities who we will help to **INSPIRE** change with unrivalled ambition.

## **Current Context**

In June 2023 as a result of an organisational development grant from Arts Council England and National Lottery Heritage Fund the directors of Arts at the Mill CIC (The Old Courts) employed the services of Wrigley's LLP to evaluate and form a suitable charitable vehicle to enable the transition of the CIC's non-profit activity to a full charity model. The appointed solicitors appraised the options, and the output of these appraisals led to the formation of Wigan Heritage, and Arts Trust (WHAT) as a CIO – foundation model charity.

The charitable objects can be viewed [here](#).

In Autumn 2024 our aim is to transition the existing activities of the CIC to the CIO, with the CIO being the organisation that takes the project, its assets and its successes forward with a stronger and more developed Governance structure than would be possible with the former CIC operating model.

## **About The Brief**

### **Understanding the Consultant Brief**

The Brief is to be delivered in two component parts; it is envisaged that that the project will be awarded to one party (suitable for individual, partnership or commercial applications) to complete both components, although applications that test this assumption will be welcomed with justifiable merit.

### **Contracting Method**

Contract 1 will be awarded as a Commercial Contract, although the consultant will perform duties on instruction of the Trustees of WHAT, no part of this contract will be classified as employment for the purposes of legal employment status. The Contractor will be responsible for its own appropriate registrations, insurances and tax affairs and will receive no benefits as would be expected if classified as an employee.

Contract 2 should be clearly developed and defined in the output of Contract 1 to provide the delivery of the actions identified. This should include a fixed cost and timeline, together with a list of any identified 3rd parties required to undertake parts or actions of the delivery including costs and disbursements. The

Contractor will be responsible for its own appropriate registrations, insurances and tax affairs and will receive no benefits, as would be expected if classified as an employee. Any 3rd parties should be contracted to the consultant directly, with the liability of delivery of any appointed 3rd party being the sole responsibility of the contracted party.

## **Part One – Development of Brief**

Responses to part one will be accepted in the format of a fixed sum/duration only and must deliver the full requirements to “Develop the Brief” with the output being an action plan ready for delivery and approved by the Trustees of WHAT. The Component parts of the action plan must include but are not limited to the following:

Deliverable	Detail
<p>Programme of required statutory activity for WHAT to complete in the financial period 24/25 &amp; 25/26</p>	<p>A list of deliverables that WHAT is required to supply to support its statutory responsibilities as a CIO in the financial periods defined. This includes but is not limited to Charities Commission, Companies House, HMRC and the office for national statistics. This must clearly detail how information is needed to be supplied, codes, passwords and responsible parties from the board of Trustees.</p>
<p>Policies and Procedures</p>	<p>The CIO will need a suite of Policies and Procedures to cover all aspects of the organisation's operating practice. In the development of the Brief, a list of all required documents will be supplied; including external costings or additional resources required in order to produce a full Policies and Procedures manual.</p>
<p>Financial Procedures</p>	<p>The CIO will need to have robust financial reporting in place and as such will require a number of internal and external supply agreements in place to ensure this information can be recorded accurately and the information can be produced to a standard as required by the Trustees, Statutory bodies and external stakeholders. This will include but not limited to:</p> <ul style="list-style-type: none"> <li>● Accountancy Services</li> <li>● Auditing Services</li> <li>● Accounting Software Services</li> <li>● Accounting Reporting Software</li> <li>● Statutory Reporting Services</li> <li>● Online and Offline payment provision services (to receive payments)</li> <li>● Cash accounting requirements</li> <li>● Banking Services</li> <li>● Appropriate Savings/Reserve Banking Services</li> </ul>

<p>Operating Software</p>	<p>The CIO will need to have a suite of Software suitable to allow it to run its day-to-day business and supply agreements will need to be in place with options appraised and approved by the Trustees. This will include but not limited to:</p> <ul style="list-style-type: none"> <li>● Office package or similar with standard word processing, spreadsheets and presentation provision</li> <li>● Data Storage, Backup and version control solution</li> <li>● Cloud based Video conferencing solution</li> <li>● Telephony Solution</li> <li>● Mobile communications (if required)</li> <li>● Internet Solution</li> <li>● Web services Hosting Solution</li> <li>● Exchange Services or similar for the Provision of E-Mail and Online collaboration</li> <li>● Domain Hosting and Registration</li> <li>● Management Software for required services</li> <li>● EPOS Solution</li> <li>● Internal communications platform</li> </ul>
<p>Commercial Activity</p>	<p>The Business model of the CIO will need to be adequately setup in-order to generate commercial Income in addition to Grants and Donations. The Consultant will need to advise on the trading model (for example, wholly owned subsidiary) and agree with the Trustees on the commercial activity that will be undertaken, including assurances that the correct licenses, permissions and other legal requirements are met and that the activity is allowable under the charitable objects. Provision will need to be assessed on “Live” contracts that currently sit with the CIC and addressing the novation of these agreements.</p>
<p>Investor Relations and Novation’s</p>	<p>The consultant will be expected to liaise directly with current investors with regards to the Novation of existing committed Grants and Investments. This will be at a minimum but not limited to Arts Council England, Greater</p>

	<p>Manchester Combined Authority, Greater Manchester Centre for Voluntary Organisations and NESTA. All details for the process of the Novation's must be formally agreed with stakeholders as part of the development of the brief.</p>
<p>Staffing, Recruitment and TUPE</p>	<p>As part of the transfer, it is envisioned that existing staff will be transferred to the CIO. New recruitment will be required including senior leadership and that this transfer will fall under TUPE. The consultant will be required to ensure that the required arrangements, costs and legal requirements are assessed and planned to ensure this process and future planning forms part of the activity plan. This would include ensuring the HR practices and procedures, legislative reporting (PAYE etc) and insurances/indemnities are planned for in advance of the transfer.</p>

<p>Trustee management and Recruitment</p>	<p>The consultant will be expected to plan for all necessary documents and processes to ensure the correct and appropriate management of Trustees of the CIO including but not limited to Terms of Reference, Conflict of Interest, Declarations, Terms, Resolution of disputes. This will include planning for the appropriate distribution storage and management of these documents. Plans should be made to allow for the recruitment and induction of new Trustees and how these plans integrate with other policies, including equality and diversity and skill requirements.</p>
<p>Asset Transfer and Management (inc. Leasehold equipment)</p>	<p>The Consultant will be required to define the correct process, remuneration and novation's of the CIC's assets to the CIO ensuring that the correct legal requirements for the transfer of assets "asset lock" is complied with as per the registrar of CIC's. The plan of transfer should include how assets are to be recorded both for financial and clerical registrations and how future management and additions/disposals will be handled. An assessment will need to be made to ensure the assets held and transferred meet the operating requirements of the CIO and that the correct procedures are in place for the ongoing testing, maintenance and certification of assets.</p>
<p>Building Management and Leasehold agreement</p>	<p>The consultant will be expected to plan for the transfer of the existing lease of Gerrard Winstanley House from the CIC to the CIO, including ensuring the that the terms of the lease meet the requirements of the trustees and allow for the continuation of activity as identified in the activity plan. This will include paying close attention to the FRI basis of the lease and that adequate plans are in place to ensure the continuation and ongoing requirements of maintaining the Grade II listed building. The consultant should ensure that all</p>

	<p>the required plans meet with national and local authority responsibilities for the use classification of the property and the obligations of the listing classification.</p>
<p>Communication, PR and Online</p>	<p>The consultant will be expected to identify the requirements for a communications and PR plan for the CIO, including development of the required content and assets. This will include but is not limited to:</p> <ul style="list-style-type: none"> <li>● Press and public communication of the transfer</li> <li>● Internal and stakeholder communications</li> <li>● Website, social media and provision for online communication</li> <li>● Methodology and management of incoming communications</li> <li>● Reputation management and communications control for trustees</li> </ul>
<p>Utilities and Rates</p>	<p>The consultant will identify and plan for the transition of the required supplies from the CIC to the CIO. This will include ensuring that the benefits of the full charitable status of the CIO is utilised with reliefs and reductions where possible.</p>
<p>Continuity of Programme</p>	<p>The consultant should identify and plan for the continuity of any ongoing programme with minimal disruption over the transfer period, subject to the agreement of the activity continuing with the trustees. In the event that the desire of the trustees may be to discontinue support for any particular aspect of the programme, the consultant should plan for how this is to be competently managed in the most positive way possible ensuring that help, advice and support can be offered to anyone who may feel displaced by the changes agreed. The consultant must ensure that the continuity plans meet the needs of any invested party where delivery has been agreed in advance.</p>



<p>Organisational Principles and Embedding Principles and Ethics into the Plans</p>	<p>The Consultant should ensure that the CIO has plans to adopt an initial set of principles and to make a commitment to develop these further at the core of the charity which should include but are not limited to:</p> <ul style="list-style-type: none"> <li>● Mission statement, vision, goals and values</li> <li>● Artistic policy / ambition and quality</li> <li>● Environmental</li> <li>● Financial resilience and dynamism</li> <li>● Inclusivity and relevance</li> <li>● Place based and community</li> </ul> <p>It is important that the consultant ensures that the planned work meets the needs of the trustees and all investment stakeholders.</p>
<p>Insurances and Indemnities</p>	<p>The consultant should identify the current and future needs of the CIO to ensure that the organisation is insured to a satisfactory and legally compliant standard at all times. This will include but is not limited to:</p> <ul style="list-style-type: none"> <li>● Public and products liability</li> <li>● Employers liability</li> <li>● Professional indemnity</li> <li>● Directors/trustees professional indemnity</li> <li>● Building and contents</li> <li>● Loss of revenue/business interruption</li> <li>● Requirements of 3rd parties utilising assets</li> <li>● Loss of licenses</li> <li>● Data and personal information</li> <li>● Key person</li> </ul>

## Part 2 – Delivery of the Agreed Brief

Following the trustees approval of the part 1 brief and as part of the submission the consultant, together with any support identified in the submission, will be expected to undertake the actions identified and agreed and deliver the transition of the CIC's activities to the CIO.

As part of the delivery, it will be expected that the consultant provides:

- A fully costed schedule of works, listing dependencies and allowing adequate contingency in both scale, time and costs.

- An ongoing budget, cashflow and monthly financial reporting showing at least 12 months in advance of any given point in time for the CIO.
- A weekly brief report to identify progress, challenges and risks.
- A comprehensive monthly report.
- A live risk register at all points of the delivery.
- Evidence of all financial decisions and proof that they meet any agreed procurement practices.
- Any additional updates as required and pre-agreed with stakeholders or investors.