Visit Jersey - Tourist Information Centre

Invitation to Tender

18th September 2017
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1. Introduction

Visit Jersey’s mission is to promote tourism to and within Jersey in an innovative, economic and efficient way thus delivering on our vision of a vibrant sustainable tourism industry. This necessitates providing information on-island to help visitors:

1) feel a sense of welcome
2) get more from their stay in Jersey

In February 2016 Jersey’s Tourist Information Centre relocated to a site within the Jersey Museum, from its earlier dedicated site. This new approach is a collaboration between Visit Jersey, Jersey Heritage (who provide the space in the Museum) and Ports of Jersey (who provide the front-line staff).

The current tri-party agreement is due to expire on the 31st December 2017. It should be noted that the current providers will continue to operate the TIC until the 15th April 2018.

This tender is for the right of the successful applicant to provide the provision of information on island on behalf of Visit Jersey, for a minimum period of 3 years and eight months.

The “new” Tourist Information Centre (TIC) should showcase Jersey. This is a gateway role and must be an environment which is modern and inspiring, where technology in all forms is being deployed effectively and where efficient, professional and friendly customer service is paramount.

Showcasing the Jersey story and its brand on behalf of all stakeholders, the TIC and its team will be working with our partners on and off island.

Our aim is to create a setting that puts visitor engagement at the core, by combining both traditional service encounters with the latest interactive technologies.

Visit Jersey is seeking to update and strengthen our existing vision for an on-island provision of information, that aligns with current European best practice.

2. Trends in Tourist Information

The purpose of providing information to visitors once they are in Jersey is to improve their experience and help them discover things to see and do that they otherwise may not have discovered. This can boost the amount that they spend, thereby supporting local businesses, give them new experiences and improve the chance that they will be advocates for Jersey.

Today’s visitor is well informed and the way information is accessed is constantly changing and evolving. Consumers expect to be able to access information 24 hours a day, 7 days a week. Developments in technology and changes in consumer behavior continue to shape the future of how visitors obtain information in a destination.
This continual increase in the use of technology to access visitor information; particularly via mobile phones and applications providing location-based search functions will be critical to the ongoing success of the new TIC.

Technology within Tourist Information Centre offer visitors valuable digital support in the planning stage. The interactive nature of the technology encourages visitors to engage deeply with the content and explore more of the Island. Traditional Tourist Information Centers where staff offer front office customer service from behind a counter are being challenged.

Research has highlighted that new Tourist Information Centres are more about experiences in the TIC than a desk with free information. Tenderers are invited to include the use and development of technology in their submissions.

3. What are visitors looking for?

Minimum requirements:

- An open room with “island” desk and visitor reception area
- Free high-speed Wi-Fi
- Staff who move around the TIC and provide information and advice at a location that suits the visitor
- Flexible opening times dependent on seasonality
- Enthusiastic and experienced staff
- Technology and social media literate
- Passionate advocates for Jersey
- A personalised service, that makes the visitor feel like a special guest for a couple of minutes.

Different visitors have different information needs depending on the length of their stay, how they plan to travel around the island, their knowledge of English and whether they have visited the island before. Some visitors will want specific information, while others may be seeking inspiration.

For some of our smaller staying leisure markets such as Netherlands and Denmark virtually all (around 83%) of visitors will be stepping foot on Jersey for the first time, whereas only 13% of staying leisure visitors from Guernsey are making their first trip. Among staying leisure visitors 80% originate from a country where English is the first language, around 12% will be French speakers and 5% German.

In addition to staying leisure visitors, Jersey welcomed 108,000 leisure day-trippers last year, whose information needs will be somewhat different to staying visitors. Around 63% of leisure day visitors are from France and more than 90% of leisure day-trippers arrive by
ferry. The implication of this is that most day trippers need information about St Helier including a map or guide and what is possible in a day from St Helier.

Over the past eighteen months Visit Jersey has undertaken a number of studies in the UK, France and Germany to help us understand the visitor information needs that tourists have once they have arrived at their destination. We have also undertaken research within the current TIC to explore the types of information that are used while in Germany.

Key outtakes from the on-island research that should be considered when preparing a tender include:

- The majority of TIC users were making their first visit to the TIC and were using it early in their stay
- One-in-four of those who found the TIC said they had had difficulty in locating it, suggesting that way - signage is very important
- Virtually no users had wanted to use the TIC at a time when it was closed
- There were three core reasons for using the TIC; to pick up maps or guides, to ask specific questions and to ask for general advice
- The most used forms of visitor information since arrival in Jersey were What's On and the Visit Jersey Map

Key outtakes from the off-island research that sought to discover ‘what good looks like’ when it comes to visitor information provision once at the destination that should be considered when preparing a tender include:

- Only 23% of British visitors used a TIC on their last domestic holiday, with the most popular ways of accessing visitor information being internet searches and review sites such as TripAdvisor
- The French were more likely to use a TIC, with 37% doing so
- The most common reasons for using a TIC cited by British visitors whilst on a domestic holiday were to pick up brochures on things to do locally, to pick up free local maps and to seek out advice on what to do and where to go
- The picture is very similar for the French, but with a greater number wanting ‘general advice’
- Expectations for what a TIC should provide suggested that ‘practical information’, ‘brochures on things to do locally’, ‘advice on what to do’ and ‘free local maps’ were considered ‘essential’
- Virtually no respondents felt that there being souvenirs available to buy was essential
- The preferred location for a TIC was in a dedicated building within the area most frequently visited by tourists
- There is a very strong preference for face-to-face interaction in order to get genuine local insight and advice
- Respondents said they were a lot more likely to visit a TIC in the morning than later during the day
• Research in Germany confirmed the desire to get local advice and recommendations from a TIC, with advice on places to eat seen as important as well as what to see and do and to access free local maps
• Despite being renowned for being slow adopters of technology, 91% of Germans took a smartphone on their last holiday and 77% used it to access information about the destination they were visiting
• Germans consider it very important that a TIC has friendly and welcoming staff who are empowered to provide advice and recommendations

4. Primary objectives

The primary objective is providing an excellent welcome and support a great visitor experience.

The key success factors for this to be achieved are that it:

4.1 Provides a sense of welcome for visitors
• Inspires visitors to explore Jersey
• Have staff who can communicate in the customers’ language
• Is conveniently located and easy to find.

4.2 Delivers World Class information
• Provides accurate up to date information
• Provide relevant information in a, friendly, professional and confident manner
• Aspires to be “Best in Class”
• Pro-actively support visitors with recommendations
• Staff have comprehensive product knowledge and who are trained and equipped to provide detailed information and recommendations based on visitor needs.

4.3 Lives the Brand
• Is aligned with Visit Jersey’s seasonal content on jersey.com
• Adheres to Visit Jersey brand guidelines
• Adheres to Visit Jersey guidelines in layout, design and delivery

4.4 Location and signage (all subject to planning requirements)
• Road signage visible from 10m to 500m
• Foot traffic signage visible in St Helier
• Location Central to St Helier town centre
• Accessible to all

As part of the tender submission applicants should identify a viable location plus prepare a high-level project plan from initiation to launch.
5. Specification /Scope of Work

Financial information will be provided following registration and signing of the Visit Jersey Non-Disclosure agreement.

Visit Jersey will provide the following during the contract.

Included:

- A one-off start-up cost to contribute with TIC set-up and signage in year 1
- Contractual monthly payments for services provided throughout the period of the contract.
- Visit Jersey branded staff uniforms including name badges
- Support training requirements

Excluded:

- Location
- Point of Sale
- Infrastructure
- Staffing
- Public liability insurance
- Retail operations

In the period from April to August 2017, and based on estimates from electronic door counters. The Tourist Information Centre welcomed more than 65,383 visitors who walked into the TIC.

During the same period staff in the TIC responded on average to 25 daily email enquiries from potential visitors.

In the final year of the old TIC location, when it was a dedicated site. Staff welcomed 80,215 visitors into the Tourist Information Centre during the same period April to August 2015.

The volume and type of interactions that TIC staff have with members of the public varies by time of year. The following chart illustrates that more than two-thirds of interactions are face-to-face, with remaining interactions being largely equal between email interactions and telephone calls.
Although there is probably no such thing as a ‘typical day’, on average over the period April to August TIC staff dealt with around ten phone calls per day, nine emails per day and close to fifty face-to-face enquiries. 

Enquiries vary considerably, but the following chart illustrates the broad category of enquiry dealt with over the period April to August. Most often those seeking information are looking for guidance on things to see and do, or ‘general information’ about Jersey. Only a minority of enquiries relate to accommodation or events taking place.
5.1 Contract Period

The contract will commence on the 16th April 2018, for an initial period of 3 years and eight months with an option to extend (subject to satisfactory performance of the contract) for a further two periods of 12 months unless terminated in accordance with the terms of the contract.

The contract and service level agreement will be subject to a 6-monthly review to ensure performance measures are being met. Payment in part will be subject to satisfactory performance. Visit Jersey reserve the right within the first 12 months of the contract to amend the Conditions of Contract, but any amendment or exception will be subject to mutual agreement.

The chosen supplier will work with Visit Jersey to make sure that they fully understand the requirements and that there are appropriate processes in place for managing the service over the contract period.

Visit Jersey’s contract manager for this contract will be: Oliver Archbold.

5.2 Assumptions, Constraints & Dependencies

<table>
<thead>
<tr>
<th>Assumption</th>
<th>The supplier will provide a suitable location adhering to Visit Jersey’s requirements for the Tourist Information Centre.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assumption</td>
<td>The Tourist Information Centre will allow clear Visit Jersey branding and messaging</td>
</tr>
<tr>
<td>Assumption</td>
<td>Highly visible signage locating the Tourist Information Centre</td>
</tr>
<tr>
<td>Assumption</td>
<td>The TIC must be accessible to all complying with all relevant Jersey legislation</td>
</tr>
<tr>
<td>Assumption</td>
<td>The TIC should be in a location of high foot traffic</td>
</tr>
<tr>
<td>Assumption</td>
<td>The TIC will be a modern, bright and welcoming space</td>
</tr>
<tr>
<td>Assumption</td>
<td>A start up financial contribution is available subject to terms and conditions</td>
</tr>
<tr>
<td>Assumption</td>
<td>Income can be generated from TIC Sales</td>
</tr>
<tr>
<td>Assumption</td>
<td>The Tenderer will bear staff costs</td>
</tr>
<tr>
<td>Constraint</td>
<td>The products delivered will adhere to the principles defined in the Brand Guidelines.</td>
</tr>
<tr>
<td>Constraint</td>
<td>Visit Jersey will have the right to carry out research within the Tourist Information Centre, Visit Jersey will be responsible for the assessment of such research.</td>
</tr>
</tbody>
</table>
### Managerial Requirements

<table>
<thead>
<tr>
<th>Managerial Requirements</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide staff to operate a front of House Tourist Information Centre with agreed language skills, product knowledge and experience</td>
<td>MUST</td>
</tr>
<tr>
<td>Permit Visit Jersey to participate in the recruitment process of staff.</td>
<td>MUST</td>
</tr>
<tr>
<td>Have in place a suitable selection and training programme to meet the customer service requirements of the client.</td>
<td>MUST</td>
</tr>
<tr>
<td>Be informative and inspirational.</td>
<td>MUST</td>
</tr>
<tr>
<td>Have managerial staff available during standard working hours to resolve customer and operational issues that may arise.</td>
<td>MUST</td>
</tr>
<tr>
<td>Promote Jersey as an inclusive environment and society.</td>
<td>MUST</td>
</tr>
<tr>
<td>Designate a Supervisor for the Tourist Information Centre</td>
<td>MUST</td>
</tr>
<tr>
<td>Ensure the Tourist Information Centre is staffed to suitable levels that are satisfactory both to visitor and Visit Jersey needs.</td>
<td>MUST</td>
</tr>
<tr>
<td>Attend quarterly meetings with Visit Jersey’s Senior Management team.</td>
<td>MUST</td>
</tr>
<tr>
<td>Give priority to what will best serve the visitor’s needs.</td>
<td>MUST</td>
</tr>
<tr>
<td>Work collaboratively with Visit Jersey to ensure the best levels of service at all times.</td>
<td>MUST</td>
</tr>
<tr>
<td>Support the innovation and development of the digital arena within the Jersey Tourism Industry</td>
<td>MUST</td>
</tr>
<tr>
<td>Support Visit Jersey’s strategy where appropriate.</td>
<td>MUST</td>
</tr>
<tr>
<td>The Service provider will actively engage with the on-island hospitality sector</td>
<td>MUST</td>
</tr>
<tr>
<td>Be adaptable to change</td>
<td>MUST</td>
</tr>
<tr>
<td>Facilitate regular “Mystery Shopper” visits and reports</td>
<td>MUST</td>
</tr>
<tr>
<td>Work with Visit Jersey and its chosen partners to develop the Tourist Information Centre</td>
<td>MUST</td>
</tr>
<tr>
<td>Be ambassadors of Visit Jersey’s brand and values</td>
<td>MUST</td>
</tr>
<tr>
<td>Be interactive #theislandbreak</td>
<td>MUST</td>
</tr>
</tbody>
</table>

*The supplier should provide examples of how this could be achieved.*

### Technology Requirements

<table>
<thead>
<tr>
<th>Technology Requirements</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Free Wi-Fi</td>
<td>MUST</td>
</tr>
<tr>
<td>Interactive displays</td>
<td>MUST</td>
</tr>
</tbody>
</table>
5.4 OPERATIONAL REQUIREMENTS –

The Tourist Information Centre currently operates during the following agreed opening times with a minimum of 3 members of staff unless agreed otherwise with Visit Jersey. Opening times for 2018 will be discussed post award of contract.

<table>
<thead>
<tr>
<th>Opening Times</th>
<th>Mon-Sat</th>
<th>Sun</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 January - 8 April</td>
<td>9am - 5pm</td>
<td>10am - 4pm</td>
</tr>
<tr>
<td>9 April - 29 October</td>
<td>8:30am - 5pm</td>
<td>10am - 5pm</td>
</tr>
<tr>
<td>30 October - 23 December</td>
<td>9am - 4pm</td>
<td>10am - 4pm</td>
</tr>
</tbody>
</table>

The Tourist Information Centre is open throughout the year including public holidays apart from the following days:

<table>
<thead>
<tr>
<th>Date</th>
<th>Day</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Christmas Eve 2017</td>
<td>24 December</td>
<td>Closed</td>
</tr>
<tr>
<td>Christmas Day 2017</td>
<td>25 December</td>
<td>Closed</td>
</tr>
<tr>
<td>Boxing Day 2017</td>
<td>26 December</td>
<td>Closed</td>
</tr>
<tr>
<td>New Year’s Eve 2017</td>
<td>31 December</td>
<td>Closed</td>
</tr>
<tr>
<td>New Year’s Day 2018</td>
<td>1 January</td>
<td>Closed</td>
</tr>
</tbody>
</table>

### Operational Requirements

<table>
<thead>
<tr>
<th>Requirement</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide a face to face service for visitors calling in personally to the Tourist Information Centre</td>
<td>MUST</td>
</tr>
<tr>
<td>Provide an information service on attractions, transport, events, places of interest for tourists visiting the Tourist Information Centre</td>
<td>MUST</td>
</tr>
<tr>
<td>Have a minimum of three members of staff working at any given time, unless agreed otherwise with Visit Jersey</td>
<td>MUST</td>
</tr>
<tr>
<td>Staff will be supplied with and wear Visit Jersey branded uniform with name badge</td>
<td>MUST</td>
</tr>
<tr>
<td>Work with Visit Jersey to put in place a suitable selection and training programme that meets the visitor needs and expectations. Continual assessments and reviews would be carried out on a quarterly basis by Visit Jersey.</td>
<td>MUST</td>
</tr>
<tr>
<td>Have excellent visitor interaction and engagement within the Tourist Information Centre staff.</td>
<td>MUST</td>
</tr>
<tr>
<td>Be proactive to visitor needs and expectations</td>
<td>MUST</td>
</tr>
<tr>
<td>Support in the development and maintenance of effective working relationship with Visit Jersey’s partners, sponsors and the industry as appropriate.</td>
<td>MUST</td>
</tr>
<tr>
<td>Have ongoing dialogue with Visit Jersey on a regular basis and when required.</td>
<td>MUST</td>
</tr>
<tr>
<td>Operate between the hours requested and outlined by Visit Jersey, additional hours may be required by agreement.</td>
<td>MUST</td>
</tr>
<tr>
<td>Give priority to what best serves visitor needs and expectations.</td>
<td>MUST</td>
</tr>
</tbody>
</table>
Front office staff providing a comprehensive enquiry service regardless of media. MUST
Daily statistical recording of all enquiries from whatever source MUST
The maintenance of information files and records and racking of literature displays MUST
The procuring of material for display in, and distribution from the Tourist Information Centre. MUST
Provide Information services outside the Tourist Information Centre as required by Visit Jersey MUST

5.5 Non-Functional Requirements -

<table>
<thead>
<tr>
<th>Description</th>
<th>Priority</th>
</tr>
</thead>
<tbody>
<tr>
<td>Provide a fully managed service</td>
<td>MUST</td>
</tr>
<tr>
<td>Work with Visit Jersey to ensure operational needs are in place before the start date.</td>
<td>MUST</td>
</tr>
<tr>
<td>Work with Visit Jersey on the marketing and communications plan for the Tourist Information Centre launch.</td>
<td>MUST</td>
</tr>
<tr>
<td>Product knowledge training to be approved by Visit Jersey</td>
<td>MUST</td>
</tr>
<tr>
<td>Visit Jersey may wish to nominate a training provider to support product knowledge</td>
<td>MUST</td>
</tr>
<tr>
<td>Supplier to provide public liability insurance</td>
<td>MUST</td>
</tr>
</tbody>
</table>

An automatic footfall counter must be operational throughout normal working hours that is able to provide counts of the numbers entering and exiting the TIC on an hourly basis. This information to be submitted to Visit Jersey in Excel format on a monthly basis within one working week of the end of each month.

To record the number of face-to-face interactions that take place on a daily basis, ideally including whether these were in English, French or German. This information to be provided to Visit Jersey within one working week of the end of each month. It would be preferable, that brief information on the nature of each interactions is captured, to include where the visitor is from (or if they are a local resident) and whether their enquiry related to; accommodation, attractions, activities, retail, places to eat/drink, transportation, simply seeking ideas of what to do.

To record the number of telephone enquiries that are dealt with on a daily basis and this information to be provided to Visit Jersey within one working week of the end of each month.

To record the number of email enquiries that are dealt with on a daily basis and this information to be provided to Visit Jersey within one working week of the end of each month.
6. Evaluation of Tenders

6.1 Tender Timetable

The key dates in the tender timetable are set out below. However, please note that these dates may be subject to change due to unforeseen circumstances beyond the control of Visit Jersey.

<table>
<thead>
<tr>
<th>Event</th>
<th>Date/Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Invitation to Tender issued</td>
<td>18th September 2017</td>
</tr>
<tr>
<td>Deadline for Questions and responses relating to the tender</td>
<td>9am on the 6th October 2017</td>
</tr>
<tr>
<td>Deadline for Receipt of Completed ITT Responses</td>
<td>Midday on the 30th October 2017</td>
</tr>
<tr>
<td>Initial evaluation against the criteria set out below</td>
<td>30th October 2017 to 10th November 2017</td>
</tr>
<tr>
<td>Short listed bidders may be invited to present with the Evaluation panel</td>
<td>Week commencing 13th November 2017</td>
</tr>
<tr>
<td>Notification of success / failure applicants</td>
<td>Week commencing 4th December 2017</td>
</tr>
<tr>
<td>Award of Contract</td>
<td>8th December 2017</td>
</tr>
<tr>
<td>Service delivered from</td>
<td>16th April 2018 until 31st December 2021</td>
</tr>
</tbody>
</table>

6.2 Evaluation Method and Criteria

1. Suppliers must provide information which demonstrates and supports their understanding of, and ability to meet, the specification and service requirements included within this Invitation to Tender.

2. The appointed Supplier will be the one whose tender is deemed to meet the key success factors as detailed in the Invitation to Tender document. This is a combination of Quality and Price. The split will be 85:15 Quality: Price, as detailed in the table below.

3. Tenders will be assessed by the evaluation panel as detailed below. Visit Jersey reserves the right to also take feedback and input from relevant Subject Matter Experts within Visit Jersey.

4. Tenders will then be evaluated separately on a mix of quality and price (totalling 100%) against the criteria set out below.

6.3 Evaluation Panel

Keith Beecham - CEO (Visit Jersey)
Meryl Le Feuvre – Head of Product (Visit Jersey)
Oliver Archbold - Head of Corporate Services (Visit Jersey)
Rebecca Keating - Independent Advisor
### 6.4 Tender Scoring Criteria

<table>
<thead>
<tr>
<th>Scale</th>
<th>Rating</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Complete failure to address the criterion or cannot be given a score due to missing or incomplete information.</td>
</tr>
<tr>
<td>1</td>
<td>Unsatisfactory. Significant gaps or divergence from the criterion.</td>
</tr>
<tr>
<td>2</td>
<td>Sub-standard. The criterion is addressed in a cursory and unsatisfactory manner.</td>
</tr>
<tr>
<td>3</td>
<td>Satisfactory. Broadly addresses the criterion, with significant weaknesses that need correcting.</td>
</tr>
<tr>
<td>4</td>
<td>Very good. Addresses the criterion well, although certain improvements are possible.</td>
</tr>
<tr>
<td>5</td>
<td>Excellent. Successfully addresses all relevant aspects of the criterion in question. Any shortcomings are minor.</td>
</tr>
</tbody>
</table>

### 6.5 Tender Scoring Matrix -

<table>
<thead>
<tr>
<th>MEAT</th>
<th>Overall Weighting</th>
<th>Category</th>
<th>Category Weighting</th>
<th>Criteria</th>
<th>Criteria Weighting</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
<td>15%</td>
<td>Commercial</td>
<td>15%</td>
<td>Costs/competitiveness</td>
<td>Cost matrix/spreadsheet</td>
</tr>
<tr>
<td>QUALITY</td>
<td>85%</td>
<td>Technical</td>
<td>32%</td>
<td>Ability to understand requirements</td>
<td>5%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Demonstration of understanding the Brand Guidelines</td>
<td>5%</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Ability to demonstrate strategic brand thinking</td>
<td>5%</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>Capability</td>
<td>5%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Relevant experience</td>
<td>5%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>Evaluation Reporting</td>
<td>4%</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>References</td>
<td>3%</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Service Delivery</td>
<td>15%</td>
<td>Flexibility &amp; responsiveness</td>
<td>3%</td>
</tr>
</tbody>
</table>
### 6.6 Feedback

Feedback will be provided on request only for unsuccessful tenders. The opportunity to request feedback should not be used to negotiate or change the decision, or to re-open the process, but should be seen as a useful opportunity to discuss the strengths and weaknesses of your tender.

- Only details of your bid will be disclosed.
- Information about other bidders which is deemed to be commercially confidential will not be disclosed.
- Feedback will only be given when the tender process has been concluded.
7. Instructions to Tenderers

7.1 General

Tenderers should read these instructions carefully before submitting their responses to the Invitation to Tender.

All tenderers must register their interest by emailing Oliver@visitjersey.je and attaching a signed copy of Visit Jersey’s NDA as included at Appendix 3.

Failure to comply with these requirements for completion and submission may result in the rejection of your tender response. Tenderers should acquaint themselves fully with Visit Jersey’s brand guidelines, and the nature of requirements plus contractual obligations are deemed to have done so before submitting a tender.

7.2 ITT Documentation

The ITT response documentation must consist of the following:

- Clear indication of what is submitted
- Functional Requirements as per 5.3
- Operational Requirements as per 5.4
- Non-Functional Requirements as per 5.5
- Supporting Documents as identified in 7.7
- High level project plan from Initiation to launch.
- Signed Tender Declaration

Visit Jersey reserves the right to modify or amend the ITT documentation at any time prior to the deadline for receipt of tenders. Any such changes will be notified to the Tenderers in writing. Where the modifications or amendments are significant, Visit Jersey may, at its discretion, extend the deadline for receipt of Tenders.

This Invitation to Tender and its accompanying documents and publications, and any copies made in all or part, are and shall remain the property of Visit Jersey and must be returned on demand.

7.3 Enquiries

Please contact the following person if you have any enquiries regarding this tender:

Visit Jersey - Oliver Archbold

Tenderers should note that all enquiries must be made via email. Only enquiries from registered parties will be answered. Visit Jersey at their discretion reserves the right to
circulate any response to all tenderers. All enquires must be clearly marked ENQUIRY with the question and Tenderer details clearly set out.

The deadline for receiving these enquiries is 9am on 16th October 2017 to allow information to be circulated in time.

7.4 Tender Returns

The tender submission complete with all supporting documentation, must be supplied in a hard copy format. Therefore, all submissions must be sent in a sealed envelope and marked Private and Confidential.

Documentation must be submitted to:

Oliver Archbold
Visit Jersey
22 Esplanade
St Helier
JE2 3QA

The tender must be returned no later than Midday on Monday 30th October 2017. Any Tender received after this date and time will not be considered.

7.5 Tenderers’ Expenses

Tenderers shall bear all their own costs and expenses incurred in the preparation and submission of the tender.

7.6 Confidentiality

All information contained in this Invitation to Tender, or which is communicated in further correspondence or in the course of any subsequent negotiations, is confidential.

Tenderers should not disclose the fact they have been invited to tender and must not communicate, disclose or otherwise make available this information to any third-party other than as set out below, nor use this information for any commercial or industrial purpose not connected with this tender.

The Tenderer may communicate, disclose or otherwise make available this information to an employee or a professional adviser who requires the information in connection with the preparation of the tender or to support any subsequent negotiation, provided they are bound by equivalent conditions of confidentiality.

All information provided by the tenderers will be treated as “Commercial in Confidence” by Visit Jersey and (except where required in law) will not be disclosed to a third party without the written permission of Tenderers.
7.7 Form of Tender

Tenders must be fully completed by duly authorised personnel. Prior knowledge of any aspect of your organisation or of your ability to meet the requirement must not be assumed. The tender should answer all requirements raised in sections 5.3 and 5.4. Where applicable please provide details of experience of similar work undertaken including case studies. Where requested please provide relevant proposals, plans and / or Strawman models to support your submission.

Also please include:

- A full financial budget including proposed capital expenditure and operational budget proposal.
- Business contact details for the person responsible for completing this ITT including name, role, address, email and telephone number.
- What are the company’s vision and mission?
- What are the organisation’s plan for growth and future direction?
- Provide a high-level organisation chart showing the functional areas and the individual with ultimate responsibility in each area.
- Provide a capsule bio for each member of the team and their role within the team.
- Evidence of Internal quality assurance process
- References
- Proposed locations(s) for the Tourist Information Centre in your submission

7.8 Alternative Proposals

Tenders must be submitted as requested in section 7.7, but Tenderers are additionally invited to submit alternative solutions and/or costing methods where it is believed they will result in an enhanced proposition.

Alternative proposals will be subject to separate evaluation by Visit Jersey.
8 Conditions of Contract

This section of the ITT sets out Visit Jersey’s contracting requirements, general policy requirements, and the general tender conditions relating to this procurement process.

8.1 Contracting requirements

The contracting authority is Visit Jersey Limited. The appointed supplier(s) will be expected to deliver the services as outlined in this ITT.

Visit Jersey’s contracting and commercial approach in respect of the required services is set out at Appendix 2 (Proposed Terms and Conditions of contract). By submitting a tender response, you are agreeing to be bound by the terms of this ITT and the Contract without further negotiation or amendment.

In the event that you have any concerns or queries in relation to the Contract, you should submit a clarification request in accordance with the enquiries provision of this ITT by the Clarification Deadline (as defined in the Timescales section of this ITT). Following such clarification requests, Visit Jersey may issue a clarification change to the Contract that will apply to all potential suppliers submitting a tender response.

Visit Jersey is under no obligation to consider any clarifications / amendments to the Contract proposed following the Clarification Deadline.

8.2 General Policy Requirements

By submitting a tender response in connection with this Procurement Process, potential suppliers confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws and codes of practice.

8.3 General tender conditions

In participating in this Procurement Process and/or by submitting a tender response it will be implied that you accept and will be bound by all the provisions of this ITT and its Appendices. Accordingly, tender responses should be on the basis of and strictly in accordance with the requirements of this ITT.

Your tender response is submitted on the basis that you consent to Visit Jersey carrying out all necessary actions to verify the information that you have provided.

Information that is supplied to potential suppliers as part of this Procurement Process is supplied in good faith. The information contained in the ITT and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue but Visit Jersey will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such.

Visit Jersey reserves the right to modify or amend the ITT documentation at any time prior
to the deadline for receipt of tenders. Any such changes will be notified to the Tenderers in writing. Where the modifications or amendments are significant, Visit Jersey may, at its discretion, extend the deadline for receipt of Tenders.

By issuing this ITT, entering into clarification communications with potential suppliers or by having any other form of communication with potential suppliers, Visit Jersey is not bound in any way to enter into any contractual or other arrangement with you or any other potential supplier. It is intended that this Procurement Process will take place in accordance with the provisions of this ITT but Visit Jersey reserves the right to terminate, suspend, amend or vary (to include, without limitation, in relation to any timescales or deadlines) this Procurement Process by notice to all potential supplier in writing. Visit Jersey will have no liability for any losses, costs or expenses caused to you as a result of such termination, suspension, amendment or variation.

This Invitation to Tender and its accompanying documents and publications, and any copies made in all or part, are and shall remain the property of Visit Jersey and must be returned on demand.

8.4 Data Protection

The provider shall (and shall procure that any of its staff involved in the provision of this Agreement) comply with any notification requirements under the Data Protection (Jersey) Law 2005 (“DPL”) and/or the Data Protection Act 1998 (“DPA”) and both Parties will duly observe all their obligations to the extent applicable under the DPL/DPA which arise in connection with the Agreement.
Appendix 1.

Tender Declaration

We undertake to provide the following services:

……………………………………………………………………………

We accept the provisions of the Invitation to Tender and offer to provide services or works in accordance with the terms and conditions stated herein.

We understand that Visit Jersey will disregard any oral agreement or arrangement made by us, and that we are cautious to check our Tender before submission, as amendments to or withdrawals of Tender submitted, if received by Visit Jersey after the time specified for receipt of tender, may not be considered.

We undertake, and it shall be a condition of any Contract that;

the following is a ‘bona-fide’ Tender, intended to be competitive and that we have not fixed or adjusted the amount of the Tender by or under or in accordance with any other person.

We also certify that we have not done and we undertake that we will not do any of the following:

• communicate to any person other than the person calling for these Tenders the rates or approximate rates in the proposed Tender,
• enter into an agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any Tender to be submitted,
• offer to pay or give or to receive, or agree to pay or give or receive, any sum of money or consideration directly or indirectly to or from any person for doing or having done or causing or having caused to be done in relation to this or any other Tender or proposed Tender for the said goods or services any act or thing of the sort described above. In this context "person" includes any person and anybody or association, corporation or incorporate and "any agreement or arrangement" includes any such transaction formal or informal whether legally binding or not.
• that no variations in, or acceptance of any Invitation to Tender, or Tender shall be binding unless agreed in writing.

This Tender shall remain open for acceptance for a period of ninety (90) days from the final date for the submission of Tenders.

We also confirm that we have not allowed any amount in our Tender for GST.
Unless and until a formal agreement is executed this Tender together with your written acceptance thereof, shall constitute a binding agreement between us.

We undertake that any of our employees, agents or servants providing the services under this Contract, where so required by Visit Jersey will enter into and abide by a Confidentiality Agreement to be in a form acceptable to Visit Jersey.

We understand and it is agreed that Visit Jersey shall retain the right to reject any and all Tenders, in whole or in part and it is furthermore agreed that Visit Jersey shall be under no obligation to select the lowest or any other Tender.

We understand that Visit Jersey reserves the right to alter or cancel any requirement stated in the contract at any time during the period of the contract.

We have taken all necessary steps to inform ourselves regarding this requirement and we understand and agree that Visit Jersey shall not be liable for any inaccuracy or insufficiency in the information available to us in connection with this Tender.

Dated: 

Signed: 

Name (Capitals): 

Title: 

On behalf of: 

Address:
Appendix 2.

Proposed Terms and Conditions

This contract will commence on 16th April 2018 (“Commencement Date”) BETWEEN

Visit Jersey Limited, hereinafter referred to as the “Authority”

AND

……………………………………………………………………hereinafter referred to as the “Contractor”, for the Front of House provision of Information as per the terms of this Contract.

1. Definitions

1.1 The following terms shall have the following meanings:

“Confidential Information” means all personal data and any information relating to the business, affairs, developments, employees, and suppliers of the Authority, together with all information derived from any of the above, and any other information within the premises clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably to be considered to be confidential.

"Contract" means this agreement between the Authority and the Contractor comprising these terms and conditions, appendices, and Specification.

“Contract Period” shall mean three years and eight months from the Commencement date (16th April 2018). The contract may be extended for up to a further two years by the written agreement of both parties (subject to satisfactory performance of the contract).

“Good Industry Practice” means the exercise of that degree of skill, care, diligence and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services under the same or similar circumstances as those applicable to this Contract and which are in accordance with any codes of practice published by relevant trade associations.

Associated style, logos and associated intellectual property are wholly owned by the Authority and shall not transfer to the Contractor.

“Services” means any and all the Contractors activities performed in the creation, production and delivery of the Goods.
1.2 Any reference to the Authority or the Contractor includes, where appropriate, their duly authorised employees, representatives, agents and subcontractors (only where Authority approval has been given for the use of subcontractors).

1.3 Except where the context otherwise requires, words denoting the singular include the plural and vice versa; words denoting one gender includes all genders and the neuter.

1.4 All references to any statute or statutory provision shall be deemed to include references to any statute or statutory provision which amends, extends, consolidates or replaces the same and shall include any orders, regulations, codes of practice, instruments or other subordinate legislation made thereunder and any conditions attaching thereto. Moreover, where relevant, references to English statutes and statutory provisions shall be construed as references also to equivalent Jersey statutes, statutory provisions and rules of law in other jurisdictions.

2. Indemnity

2.1 The Contractor agrees to indemnify, protect and save harmless and defend at its own expense, the Authority from and against any and all claims, actions, demands or proceedings in respect of infringements of patents, trademarks, industrial designs, copyrights or other property rights which have arisen from the Contractor’s provision of the Services.

3. Service Provision and Quality Control

3.1 The Contractor warrants that the Services will be performed to Good Industry Practice will meet the requirements of the Authority. The Contractor will act at all times with financial and ethical integrity.

3.2 The Contractor warrants that the Services will be carried out by adequately trained, qualified, industrious and honest personnel, to the standards of service required under the Contract and that at all times during the Contract Period there are sufficient persons of the abilities and skills required in order to complete the Services in a proper and workmanship manner according to this Contract, all laws and regulations governing the provision of the Services.

3.3 The Contractor will operate a quality assurance system to ensure that checks are made on performance and the levels of service provided any problems are dealt with expeditiously. Details of the system and performance results will be provided to the Authority upon request.

3.4 Variations to this Contract or the specifications may be made at any time but only by the written agreement of both parties.
3.5 In the event that the Authority is of the reasonable opinion that the Contractor’s performance of its duties has failed to meet the requirements of the specification and/or this Contract, then the Authority will notify the Contractor of the failure or defective workmanship. If the Contractor has not remedied the defect or failure within fourteen (14) days of the notification (or by a mutually agreed completion date) then the Authority may do any of the following:

3.5.2 without determining the Contract, itself provide or procure the provisions of part of the Services or the Goods until such time as the Contractor shall have demonstrated to the reasonable satisfaction of the Authority that the Contractor will once more be able to perform such part of the Services or provide the Goods to the Contract Standard. The Authority may charge to the Contractor any cost reasonably incurred by the Authority and any reasonable administration costs in respect of the provision of any part of the Services by the Authority or by a third party to the extent that such costs exceed the payment which would otherwise have been payable to the Contractor for such part of the Services.

3.5.3 without determining the whole of the Contract, determine the Contract in respect of part of the Services or Goods only and thereafter itself provide or procure a third party to provide such part of the Services (charging the Contractor for any increased costs as under 3.5.2 above); and

3.5.4 determine, in accordance with Section 4, the whole of the Contract.

4. Notice of Termination

4.1 The Contract may be terminated with immediate effect by the Authority for any gross breach of contract obligations by the acts or omissions of the Contractor’s employees or agents including (but not limited to) inclusion of unauthorised material or content, breaches of health and safety requirements or inappropriate behavior and conduct in relation to the provision of the Services provided.

4.2 The Contract may be terminated with immediate effect by the Authority at any time after the Authority issues the third notification of failure or defective workmanship as referred to in 3.5.

4.3 Without prejudice to their respective rights or remedies under this Contract or in law, either party may terminate this Contract immediately by giving notice in writing to the other party if:

4.3.1 the other party is in material and/or continuing breach of any of its obligations in relation to quality and/or service provision under this Contract, and fails to remedy the breach (if capable of remedy) as per 3.5; or

4.3.2 the other party being a company, becomes insolvent or enters into liquidation whether voluntary or compulsorily (other than for a solvent re-construction or amalgamation), is unable to pay its debts as they fall due, has a receiver or equivalent officer appointed in respect of any of its assets, is the subject of an administration order, enters into any arrangement with its creditors or makes a general assignment for their benefit, ceases to carry on business in the ordinary
course or is otherwise declared bankrupt as defined in Article 8 of the Interpretation (Jersey) Law, 1954 as amended or replaced from time to time.

4.4 Either party may terminate this Contract by giving notice in writing to the other party of not less than 90 (ninety) days.

5. Disputes

5.1 Any dispute arising from the interpretation of this contract between the Authority’s Authorised Representative and the Contractor shall be resolved by reference to an independent legal advisor.

6. Exit Arrangements

6.1 In the event of the expiry or termination of this Contract, the Contractor and the Authority will mutually co-operate with any new service provider to allow a smooth transition of service. An exit and transfer plan shall be drawn up and agreed by all parties within one month of the serving of notice to terminate the Contract or two weeks prior to the end of the Initial Contract Period.

6.2 Prior to expiry, both parties shall make full settlement of all outstanding sums due and assist any new service provider in any reasonable request for information.

6.3 The Contractor warrants and acknowledges that all information (including but not limited to), data, logos etc. which have been provided by the Authority shall remain the property of the Authority (this does not include the ownership of Intellectual Property rights that is already officially vested with a third party) and shall be handed over to the Authority by the Contractor immediately upon request.

7. Confidentiality

7.1 The Contractor shall keep confidential, and shall not directly or indirectly use or disclose any Confidential or personal Information to any third party, for any purpose other than the performance of this Contract either during the Term or at any time thereafter.

7.2 The foregoing restrictions shall not apply to any Confidential Information which:

7.2.1 is already or comes into the public domain otherwise than as a result of a breach of the terms of this Contract; or

7.2.2 the disclosing party can by written evidence show was already in its possession without any obligation of confidence as set out in this Contract; or

7.2.3 is obtained by the receiving party without any obligation of confidence from a third party who is free to divulge the same; or
7.2.4 is required to be disclosed by a court of law or any other competent tribunal, governmental or other authority or regulatory body; or

7.3 The requirement for confidentiality also extends to the employees, subcontractors and agents of the Contractor as referred to in clause 6.

8. Waiver

8.1 No failure or delay by the Authority in exercising any of its rights under this Contract shall be deemed to be a waiver of that right and no waiver of any breach of this Contract shall be considered as a waiver of any subsequent breach of the same or any other provision.

9. Assignment and Subcontracting

9.1 The Contractor shall not be entitled to assign, sub-contract, sub-let or pledge this Contract in whole or in part without the prior written consent of the Authority, which shall not be unreasonably withheld.

9.2 Should the contractor enter into any negotiation to sell the business then it should be noted that there will be no automatic assignment of this agreement.

9.3 Any such assignment or subcontracting arrangement shall be made under the same terms as this Contract and the Contractor shall bear full liability for all acts and omissions of the assignees or subcontractors.

10. Severability

10.1 If any provision of this Contract is found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provision shall not affect the other provisions of this Contract and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

11. Entire Agreement

11.1 This Contract including the Appendices is the entire agreement between the parties relating to the Services. Its terms take precedence over any conditions which may appear in either party's standard documents, correspondence or elsewhere. This Contract shall not be amended unless such amendments are agreed in writing and signed by the properly authorised representatives of both parties.
12. Status of the Contractor as an Independent Contractor

12.1 During the term of the Contract, the Contractor is an independent contractor and will not be the servant or agent of the Authority and is not permitted to pass themselves off as such.

13. Force Majeure

13.1 Notwithstanding any other provision of these conditions neither party shall be liable for any failure or delay in the performance of the Contract caused by means beyond their reasonable control including without limitation, strikes (except by the Contractors employees), lock outs, labour disputes, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction or any overriding emergency procedures, fire, flood and storm.

14. Notices

14.1 Except as otherwise expressly provided within the Agreement, no notice or other communication from one Party to the other shall have any validity under the Agreement unless made in writing by or on behalf of the Party concerned.

15. Rights of Third Parties

15.1 No person who is not a Party to this Agreement (including without limitation any employee, officer, agent, representative, or sub-contractor of either the Authority or the Contractor) shall have any right to enforce any term of the Agreement, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both Parties.

16. Data Protection

16.1 The Contractor shall (and shall procure that any of its staff involved in the provision of this Agreement) comply with any notification requirements under the Data Protection (Jersey) Law 2005 (“DPL”) and/or the Data Protection Act 1998 (“DPA”) and both Parties will duly observe all their obligations to the extent applicable under the DPL/DPA which arise in connection with the Agreement.
17. Governing Law

17.1 The Contractor submits to the jurisdiction of the Jersey courts and agrees that the Contract is to be governed and construed according to Jersey law.

Signatories:

Signed on behalf of The Authority .................................................................
........................................................................................................... (Date)
........................................................................................................... (Full Name)
........................................................................................................... (Position)

Signed on behalf of the Contractor: .................................................................
........................................................................................................... (Date)
........................................................................................................... (Full Name)
........................................................................................................... (Position)
non-disclosure agreement

THIS AGREEMENT is made on [Date] between

(1) [Contractor Name] [Address] referred to in this agreement as (Contractor);

(2) Visit Jersey: Registered in Jersey with company number 116716 referred to in this agreement as (Visit Jersey);

Agreed terms

DEFINITIONS AND INTERPRETATION

THE FOLLOWING DEFINITIONS APPLY IN THIS AGREEMENT:

Confidential Information: all information (however recorded, preserved or disclosed) disclosed by the Disclosing Party or its Representatives to the Recipient and the Recipient's Representatives including but not limited to:

the fact that discussions and negotiations are taking place concerning the Purpose and the status of those discussions and negotiations;

any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, clients, suppliers, plans, intentions, or market opportunities of the Disclosing Party; and/or (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the Disclosing Party;

any information or analysis derived from or containing the information referred to in paragraphs (a) and (b) above,

but not including any information that:

is or becomes generally available to the public other than as a result of its disclosure by the Recipient or its Representatives in breach of this agreement or of any other undertaking of confidentiality addressed to the party to whom the information relates (except that any compilation of otherwise public information in a form not publicly known shall nevertheless be treated as Confidential Information); or

was lawfully in the possession of the Recipient before the information was disclosed to it by the Disclosing Party; or

the parties agree in writing is not confidential or may be disclosed.

Disclosing Party: a party to this agreement which discloses or makes available Confidential Information.

Purpose: the discussion and any subsequent agreement with the Contractor for the Front of House Provision of Information.
Recipient: a party to this agreement which receives or obtains Confidential Information.

Representative: owners, directors, employees, agents, consultants, subcontractors and other representatives of a party to this agreement.

Clause headings shall not affect the interpretation of this agreement.

Obligations of confidentiality

Subject to clause 2.3, the Recipient shall keep the Disclosing Party’s Confidential Information confidential and shall, and shall procure that its Representatives shall:

not use or exploit the Confidential Information except for the Purpose;

not disclose or make available the Confidential Information in whole or in part to any third party; and

not copy, reduce to writing or otherwise record the Confidential Information except as necessary for the Purpose (and any such copies, reductions to writing and records shall be the property of the Disclosing Party).

The Recipient may only disclose the Disclosing Party’s Confidential Information to those of its Representatives who need to know that Confidential Information for the Purpose, provided that it:

informs those Representatives of the confidential nature of the Confidential Information before disclosure; and

is responsible for those Representatives’ compliance with (and any breach by those Representatives of) the obligations set out in this agreement.

A party may disclose Confidential Information to the extent such Confidential Information is required to be disclosed by law, by any governmental or other regulatory authority of competent jurisdiction, or by a court or other authority of competent jurisdiction provided that, to the extent it is legally permitted to do so, it gives the other party as much notice of this disclosure as possible.
RETURN OF INFORMATION

AT THE REQUEST OF THE DISCLOSING PARTY, THE RECIPIENT SHALL:

DESTROY OR RETURN TO THE DISCLOSING PARTY ALL DOCUMENTS AND MATERIALS CONTAINING, REFLECTING, INCORPORATING, OR BASED ON THE DISCLOSING PARTY’S CONFIDENTIAL INFORMATION; AND

ERASE ALL THE DISCLOSING PARTY’S CONFIDENTIAL INFORMATION WHICH IS STORED IN ELECTRONIC FORM BY THE RECIPIENT OR ITS REPRESENTATIVES (TO THE EXTENT POSSIBLE),

provided that a Recipient may retain documents and materials containing, incorporating, or based on the Disclosing Party's Confidential Information to the extent required by law or any applicable governmental or regulatory authority and to the extent reasonable to permit the Recipient to keep evidence that it has performed its obligations under this agreement. The provisions of clause 2 shall continue to apply to any documents and materials retained by the Recipient.

GENERAL PROVISIONS

THE RECIPIENT ACKNOWLEDGES THAT DAMAGES ALONE WOULD NOT BE AN ADEQUATE REMEDY FOR THE BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT. ACCORDINGLY, WITHOUT PREJUDICE TO ANY OTHER RIGHTS AND REMEDIES IT MAY HAVE, THE DISCLOSING PARTY SHALL BE ENTITLED TO THE GRANTING OF EQUITABLE RELIEF CONCERNING ANY THREATENED OR ACTUAL BREACH OF ANY OF THE PROVISIONS OF THIS AGREEMENT.

NO PARTY MAY ASSIGN, SUB-CONTRACT OR DEAL IN ANY WAY WITH, ANY OF ITS RIGHTS OR OBLIGATIONS UNDER THIS AGREEMENT.

4.4 IF ANY COURT OR COMPETENT AUTHORITY FINDS THAT ANY PROVISION OF THIS AGREEMENT (OR PART OF ANY PROVISION) IS INVALID, ILLEGAL OR UNENFORCEABLE, THAT PROVISION OR PART-PROVISION SHALL, TO THE EXTENT REQUIRED, BE DEEMED TO BE DELETED, AND THE VALIDITY AND ENFORCEABILITY OF THE OTHER PROVISIONS OF THIS AGREEMENT SHALL NOT BE AFFECTED. IF ANY INVALID, UNENFORCEABLE OR ILLEGAL PROVISION OF THIS AGREEMENT WOULD BE VALID, ENFORCEABLE AND LEGAL IF SOME PART OF IT WERE DELETED, THE PARTIES AGREE THAT THE PROVISION SHALL APPLY WITH THE MINIMUM MODIFICATION NECESSARY TO MAKE IT LEGAL, VALID AND ENFORCEABLE.

THIS AGREEMENT AND ANY DISPUTE OR CLAIM ARISING OUT OF OR IN CONNECTION WITH IT OR ITS SUBJECT MATTER OR FORMATION (INCLUDING, WITHOUT LIMITATION, NON-CONTRACTUAL DISPUTES OR CLAIMS) SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH JERSEY LAW.

THE PARTIES IRREVOCABLY AGREE THAT THE COURTS OF JERSEY SHALL HAVE EXCLUSIVE JURISDICTION TO SETTLE ANY DISPUTE OR CLAIM THAT ARISES OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR ITS SUBJECT MATTER OR FORMATION (INCLUDING, WITHOUT LIMITATION, NON-CONTRACTUAL DISPUTES OR CLAIMS).
This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

Signed by:                           Signature:
for and on behalf of Visit Jersey

Signed by:                           Signature:
for and on behalf of [Contractor Name]