

## Concert Programmer: Thursday Evening Chamber Subscription Series

### Background to Kettle's Yard

Kettle's Yard is an institution of the University of Cambridge.

It is a beautiful house with a distinctive collection of modern art. Works of art are interspersed with natural objects and the house remains largely as it was when its founder, Jim Ede, lived there. The collection includes paintings by Ben and Winifred Nicholson, Christopher Wood, Alfred Wallis, David Jones and sculpture by Henry Moore, Barbara Hepworth, Constantin Brancusi and Henri Gaudier-Brzeska.

Next door is an exhibition gallery presenting a high profile programme of contemporary and 20<sup>th</sup> century art exhibitions. An associated education programme offers a schools service and a full range of events & activities for all ages.

Three thriving music series take place in the house, featuring classical chamber music and contemporary music.

Kettle's Yard attracts over 70,000 national and international visitors a year. Of those between 5-6,000 come to the three music series.

### The Thursday Evening Chamber Subscription Series Background

The house extension was opened in 1970 with Jacqueline du Pré and Daniel Barenboim performing Franck and Beethoven. Following the concert Jacqueline du Pré wrote to Jim Ede:

*'To play in a beautiful place where Art is a very treasured thing made a great change from the normal run of halls one plays in and we both felt uplifted by this.'*

*'The lovely acoustics of the hall gave the final spark which sent our spirits soaring!'*

More recently musicians such as Andreas Haefliger, Paul Lewis, Maggie Cole, Nicholas Daniel, London Haydn Quartet, Tom Poster, Roger Vignoles and Mark Padmore have performed. Younger musicians have been well supported with a residence awarded each year. Currently the Sitkovesky Piano Trio are in residence and in 2012-13 the Heath Quartet will join us.

### Subscription Series Concert Programmer Role

The **Concerts Programmer** is responsible for curating 15 professional concerts per annum for the Thursday Evening Chamber Subscription Series. The series runs October – May.

We are looking for a professional classical concerts programmer to bring excellent chamber musical talent to the series and to Cambridge. They will produce an exciting series that balances known international stars with new and innovative performers and programmes.

They will make the most of the unique context of Kettle's Yard, drawing on the exhibition programme for inspiration when appropriate and working with the new music series programmer to ensure a balanced offering across the organisation. They will encourage artists' relationship with the house at Kettle's Yard and nurture existing relationships with musicians where it is beneficial to the series.

They will maximise the opportunity that being so close to London brings in terms of drawing internationally recognised musicians. They will be aware of the context of Cambridge and seek to develop the specific proposition of the series within the musical landscape of the city.

### **The Concerts Programmer will:**

- Programme 15 concerts with professional chamber musicians of an excellent calibre within the budget of £21,500
- Attend at least 4 concerts out of the 15 programmed each year
- Attend two meetings of the Kettle's Yard Music Sub-Committee each year, in May and November.
- Manage any problems that arise, such as cancellation due to illness, changes in programme etc
- Provide full programmes for each concert including biographies 1 week before each concert
- Ensure staff at Kettle's Yard have all the information they need to ensure that each performance runs smoothly

### Work Schedule

Delivery of confirmed and contracted series of 15 concerts for Kettle's Yard with accurate spelling of names and full programme details for each concert by 1 July 2012 and 1 July 2013.

The 2011-12 programme will include those already programmed by the retiring director, which will need confirming.

8 November	Francesco Piedmontesi, piano
15 November	The Schubert Ensemble
21 February	Andreas Haefliger, piano
Residency	The Heath Quartet

### Appendices

University of Cambridge Terms and Conditions for services.

Further background information including venue information

### Quotation requirements

Please provide:

- a) A C.V. for the person proposing to do the programming
- b) List of concerts programmed in the past 2 years including
  - a. Name and address of venue
  - b. Date of concert
  - c. Performers
  - d. Programme
  - e. Audience figures and capacity of venue
  - f. Critical feedback
  - g. Ticket prices
- c) Brief description of the approach you would take to programming the chamber concert series
- d) 4 draft ideas for concerts
- e) Cost quotation for fee and expenses in the range £3-4,000.

**SUBMISSION DEADLINE: Wednesday 15 February 2012**

**Site visit and interview date: TBC**

**SUBMIT to Lara Gisborne by email on [lg295@cam.ac.uk](mailto:lg295@cam.ac.uk)**

## **Appendix 1**

### **Concert Programmer: Thursday Evening Chamber Subscription Series**

The role has become available following the retirement in the Autumn of 2011 of Sue Lubbock after 27 years as Music Director of the Thursday Evening Chamber Subscription Series.

### **New Director**

In November 2011 Kettle's Yard welcomed Andrew Nairne as the new Director of Kettle's Yard.

### **Building Work**

Please note that for large parts of 2012 part of the extension, where concerts are held, will be stripped of art works due to the building of a new education wing next to the exhibition gallery.

### **Subscription scheme**

Tickets are purchased as either an annual subscription to 15 concerts (and a student concert) or to a term of 5 concerts.

A large percentage of the audiences are loyal concert-goers who have been coming to Kettle's Yard for many years. Many also engage with the large amount of music performances elsewhere in the city, in particular with Britten Sinfonia and West Road concerts.

### **About the venue**

Kettle's Yard is a house with a permanent collection of artwork mixed in with furniture. Concerts take place in the house extension, which was designed by Sir Leslie Martin in 1970.

The floor is brick, the walls white with daylight coming in through skylights above the performance area. On light evenings the space does not require artificial light.

Audiences sit on two levels in the evening, above performers upstairs and in front and to the side of – and sometimes behind - performers downstairs. In daytime concerts seating is downstairs only. The space is intimate, with the audience sitting directly in front and on a level with the performers.

Seating is temporary, moved in and out of the space immediately before and after concerts. Seating is not tiered. There is a maximum of 120 seats, some unsighted.

The piano is a Steinway Model A grand piano from the late 1960's.

### **Viewpoint from performing area**



## Viewpoint from audience



For more images of the concert space please see <http://www.kettlesyard.cam.ac.uk/tour/>

### Rehearsal time

Musicians can usually rehearse from 4pm in Winter and 4.30pm in Summer. Doors for the concerts open at 7.30pm.

### Programmes

For past programmes please see our Annual Reports:

[http://www.kettlesyard.cam.ac.uk/information/annual\\_reports/](http://www.kettlesyard.cam.ac.uk/information/annual_reports/)

The current programme is available here: <http://www.kettlesyard.co.uk/music/chamber/>

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**1 DEFINITIONS AND INTERPRETATION**

- 1.1 Unless the contrary intention appears, the following definitions apply:
- “**Background**” means all Intellectual Property Rights owned by or licensed to a Party prior to the date of this Agreement;
- “**Confidential Information**” means all information (written or oral) not in the public domain concerning the business and affairs of either party which is obtained in connection with this Agreement;
- “**Fees**” are defined in the Specification and Pricing Document;
- “**Key Personnel**” are specified in the Specification and Pricing Document;
- “**Intellectual Property Rights**” means patents, trade marks, service marks, registered designs, copyrights, database rights, design rights, confidential information, applications for any of the above, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the above;
- “**Representative**”, “**Representatives**” are the Parties’ Representatives specified in the Specification and Pricing Document or their nominee or replacement notified in writing from time to time;
- “**Specification and Pricing Document**” means the Consultant’s response to the University’s invitation to the Consultant to offer to provide the Services;
- “**Services**” are defined in the Specification and Pricing Document;
- “**Term**” means from the Start Date and until any End Date (both as set out in the Specification and Pricing Document) unless terminated in accordance with this Agreement or extended by mutual agreement;
- “**Work**” means everything the Consultant produces in performing the Services, including deliverables, documents, code, settings, data and other information.
- 1.2 In this Agreement the words “**include**” and “**including**” are to be construed without limitation; and headings shall not form part of or affect the interpretation of any part of this Agreement.

**2 APPOINTMENT**

- 2.1 The University appoints the Consultant to perform the Services during the Term in accordance with and subject to the terms of this Agreement and the Consultant accepts such appointment.

**3 SERVICES**

- 3.1 The Consultant shall
- (a) use the professional skill, care and diligence which may reasonably be expected of a qualified and competent professional experienced in the provision of services of similar scope and standard to those required under this Agreement;
  - (b) comply with agreed timescales and provide agreed outputs;
  - (c) keep records and time sheets for all work done and keep the University fully informed as to performance and progress of the Services;
  - (d) comply with all reasonable University instructions and co-operate with University staff and other parties engaged or collaborating with the University in connection with the Services;
  - (e) comply with all UK or EC statute, order, regulation, directive, standard, or code of practice from time to time in force relevant to the Services; and
  - (f) not remove from University premises anything provided to the Consultant (including documents, data, software information or physical property) unless the University consents and then only if kept properly secure.

**4 Authority**

- 4.1 A Party’s Representative has the authority to act on behalf of that Party in respect of this Agreement (including in respect of all communications).

- 4.2 Nothing in this Agreement shall be construed as creating any agency, partnership or other form of joint enterprise between the parties and neither Party has the authority to act for or bind the other Party in any way.

**5 PERSONNEL**

- 5.1 The University shall not have any direct control over or responsibility for the Consultant’s personnel. In particular, the University acknowledges that the Consultant’s personnel are professional consultants who will use their own initiative as to the manner in which the Services are delivered. Subject thereto, no Key Personnel shall be changed without the University’s prior written consent, not to be refused unreasonably or delayed. Other than in cases of emergency, there shall be an appropriate handover period.
- 5.2 The Consultant warrants that personnel deployed shall be of a sufficient number, competence and experience and be properly qualified and fully briefed.
- 5.3 The University may by notice in writing (giving reasons), require removal of any person from the Services and the Consultant shall promptly provide a replacement.

**6 CHANGE CONTROL**

- 6.1 If the University wishes to vary the Services it shall submit such proposed variation in writing to the Consultant and require a quotation. The Consultant shall quote within 14 days (or such longer period as the parties may agree is reasonable).
- 6.2 No variation shall be implemented by the Consultant unless the University notifies the Consultant in writing that the University accepts the Consultant’s quotation.
- 6.3 No adjustment of the Fees or additional payment will be due merely because the University re-orders or spreads the Services out over a longer period.
- 7 FEES**
- 7.1 For the satisfactory performance of the Services the University shall pay the Consultant the Fees which shall, unless otherwise agreed, be inclusive of all expenses and disbursements, insurances, travelling, subsistence, photocopying and preparation of all documents required. VAT is payable in addition.
- 7.2 Payment shall be made within 30 days of the end of the month in which the University receives a correct invoice. Invoicing frequency is set out in the Specification and Pricing Document.
- 7.3 If the Consultant fails to perform any of the Services in accordance with this Agreement including failure to produce any deliverable then the University will be entitled to require the Consultant to repeat the relevant service or to revise or reissue the relevant deliverable at no additional cost to the University.
- 7.4 Interest shall be payable on all outstanding sums payable under this Agreement from due date until payment of such sums at the rate of 2% per annum above the base rate from time to time of Barclays Bank Plc.
- 7.5 This Agreement is a contract for the provision of services not employment. Accordingly the Consultant shall be responsible for and shall fully indemnify the University against any income tax or social security contributions and deductions (including any related interest, penalties or costs), which may at any time be levied, demanded or assessed by the appropriate tax or other statutory authority in relation to the Consultant or its staff or agents or the Fees.
- 7.6 As a pre-condition to payment of time based or additional Fees, the Consultant must maintain records of the time spent and the nature of work involved, which records will be made available at no charge to the University on reasonable request.

**8 INSURANCE**

- 8.1 The Consultant shall maintain (and provide evidence of) public liability insurance of at least £1 million and professional indemnity insurance during the Term and for 6 years afterwards of at least £500,000 (or such higher cover specified in the Specification and Pricing Document). Such policies shall contain an indemnity to principals clause.

**9 INTELLECTUAL PROPERTY**

- 9.1 Where the University has so required prior to the Start Date, the Consultant hereby assigns to the University all existing and future Intellectual Property Rights in the Work. In this event the Consultant shall be entitled, subject to clause 10, to utilise any generic knowledge, skills expertise, programming tools, problem solving methodologies and associated checklists, templates or forms developed in performance of the work which may have general applications for other clients.
- 9.2 To enable the University to benefit from the Services and the Consultant hereby grants to the University an irrevocable, non-

exclusive, royalty-free licence to use and reproduce for all University purposes

- (a) all Background used to perform the Services and
- (b) (where the Consultant retains the Intellectual Property Rights in the Work) all Work.

9.3 The Consultant warrants that none of its Background or the Work will infringe the Intellectual Property Rights of any third party and the Contractor shall indemnify the University against all loss, actions, costs, claims, demands, expenses and liabilities suffered by the University through breach of this warranty.

9.4 The Consultant shall not, without the prior consent of the University, use the name, any adaptation of the name, any logo, trademark or other device of the University.

#### 10 DATA PROTECTION, CONFIDENTIALITY, AUDIT

10.1 The Consultant shall maintain procedures to ensure security of all data accessed in performing the Services and shall, in particular, comply (and not render the University non-compliant) with the requirements of the Data Protection Act.

10.2 Each of the parties undertakes to the other to keep all Confidential Information confidential, except if consent has been given or to the extent that:

- (a) disclosure or use is necessary by the relevant party for the proper and effective performance of its obligations under this Agreement (including disclosure by either party to its insurers and professional advisers); or
- (b) disclosure is required by law to any government, governmental department, agency, regulatory or fiscal body or authority.

10.3 The Consultant shall use all reasonable endeavours to ensure that its employees, agents and sub-consultants comply with this Clause as if parties to this Agreement.

10.4 The University shall be entitled at any time on reasonable notice by itself or its appointee to inspect any of the Consultant's papers and records brought into being or received by the Consultant for the performance of this Agreement.

#### 11 ASSIGNMENT AND SUB-CONTRACTING

11.1 The Consultant shall not assign or charge the benefit of this Agreement.

11.2 The Consultant shall not, without the prior written consent of the University, sub-let the whole or any part of its duties under this Agreement. Where the University so consents, sub-letting shall not modify, diminish or reduce the liability or obligations of the Consultant under this Agreement.

#### 12 TERMINATION

12.1 The University shall be entitled, at any time and without having to have or give any reason, to terminate this Agreement by giving not less than seven days' notice in writing to the Consultant.

12.2 In addition, a Party shall be entitled at any time to terminate this Agreement forthwith by giving notice in writing to the other Party if any of the following apply:

- (a) The other Party has been in material default or breach of any one or more of its obligations under this Agreement and has not within 21 days notice of such default or breach rectified such default or breach to the innocent Party's reasonable satisfaction.
- (b) The other Party has been served with a notice pursuant to Clause 0 on no less than three previous occasions during the Term.
- (c) The other Party ceases to carry on business, is unable to pay its debts when they fall due, is declared bankrupt, or an order is made or a resolution passed for its winding up or for the appointment of an administrator, receiver, liquidator or manager.

12.3 Upon any termination of this Agreement:

- (a) the Consultant shall promptly take all practicable steps to bring to an end the Services in a diligent and orderly manner and shall within 14 days return to the University everything (including data and documentation) supplied to the Consultant by the University in relation to the Services;
- (b) except in the case of a termination under Clause 12.1 (where the University shall be entitled to set off any losses sustained as a result of the breach of contract or other act or default of the Consultant) the University shall pay to the Consultant all sums then properly due and owing to the Consultant under the terms of this Agreement up to the date of termination in full and final settlement thereof; and
- (c) the University shall have no liability to the Consultant for any loss of profit, loss of contracts or other losses and/or expenses arising out of or in connection with such termination, save as otherwise agreed with the University;
- (d) clauses 9, 10, 12.3, 13 and 14 survive termination.

#### 13 LIMITATION OF LIABILITY

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13.1 Subject to clause 13.2

(a) Neither Party shall be liable for any loss, costs, damages or expenses ("Loss") of an indirect or consequential nature including without limitation any loss of profit, revenue or anticipated savings.

(b) In respect of all other Losses each Party's liability shall be limited as follows:

Loss of a type	Limit
Covered by Consultant insurance required under this Agreement	the insurance level stipulated in clause 8.1
not covered by Contractor insurance	125% of the Fees paid by the University during the Term

13.2 Nothing in this Contract shall exclude or limit liability for death or personal injury caused by negligence, fraud or fraudulent misrepresentation, third party claims or intellectual property right infringement.

#### 14. GENERAL

14.1 This Agreement shall be interpreted in accordance with English Law and the English Courts shall have exclusive jurisdiction.

14.2 All additions, amendments and variations to this Agreement shall be binding only if in writing and signed by the University and Consultant Representatives. It is not intended that any third party should have the right to enforce any term of this Agreement pursuant to the Contracts (Rights of Third Parties) Act 1999.

14.3 Notices shall be deemed served on delivery, within 3 working days of first class posting in the UK (5 working days if posted outside the UK) or upon confirmed successful fax transmission before 5pm on a working day.

14.4 The Consultant warrants that it has not made any gift or incentive to the University or any member of the University's staff (whether as an inducement to entering into this Agreement or otherwise) and agrees that it will not make any such gift or incentive during the period of performance of the Services.

14.5 The Consultant shall not unlawfully discriminate (directly or indirectly) within the meaning and scope of any law, enactment, order or regulation relating to discrimination in the provision of services to the public or in employment (whether in race, gender, religion, disability, sexual orientation, age or otherwise) or any statutory modification or re-enactment thereof. The Consultant shall to the extent relevant to delivery of the Services comply with the University's equal opportunities policies which may be consulted on the University's web-site. The Consultant shall take all necessary steps to secure the observance of these provisions by its agents, employees and sub-consultants. The Consultant shall co-operate with any investigation by the University or any body empowered to carry out investigations in relation to any alleged or suspected discrimination.