Invitation to Tender (Competitive Flexible Procedure)

Creative Sector Services CIC (t/a Creative United) Take it away Scheme Credit Provider Contract

Tender Ref: **CUTIA/2026**

Deadline for receipt of Tenders: 12:00 noon, 14 August 2026

1. Opportunity to tender

A tender opportunity is offered by Creative Sector Services CIC (trading as **Creative United**), for the provision of consumer credit services for the Take it away Scheme (**the Scheme**) commencing 1 November 2026 for a period of 18 months, with provision for Creative United to extend the contract for two (2) further twelve (12) month periods (subject to performance review in accordance with the terms and conditions of contract) up to a maximum of forty-two(42) months in total.

Creative United is currently in discussions with the Cabinet Office regarding its status under the Procurement Act 2023. Pending confirmation, Creative United is proceeding with the publication of this procurement to ensure programme timelines and associated funding requirements are met.

Accordingly, this opportunity is being published on The Creative United website (www.creativeunited.org.uk/procurement-notice/) and is being conducted as if Creative United were a contracting authority and in accordance with the competitive flexible procedure set out in the Procurement Act 2023.

However, for the avoidance of doubt:

- Any references in these documents to the Procurement Act 2023, associated regulations, or procedures are included for operational and transparency purposes only;
- Such references shall not be taken as an admission, representation, or confirmation that Creative United is a “contracting authority” for the purposes of the Procurement Act 2023;

- Nor shall such references be taken to confer or create any rights or remedies under the Procurement Act 2023 or otherwise, save to the extent that such rights or remedies apply as a matter of law;
- Creative United reserves the right to clarify, amend, or vary the legal basis of this procurement, including the applicable regulatory framework, once its status has been confirmed.
- Suppliers are deemed to have accepted this position by participating in this procurement
- To the extent of any inconsistency between provisions of this ITT and any principles or procedures derived from the Procurement Act 2023, the express terms of this ITT shall prevail.

2. Background

Creative United is a Community Interest Company established to provide a range of products and services that support the development, growth and productivity of a wide range of organisations and enterprises operating within the arts, cultural and creative industries.

The company was established in 2012 with support from Arts Council England ('ACE'). ACE remains its principal funder and key stakeholder in the publicly funded programmes that it delivers across the UK. For more information, please visit www.creativeunited.org.uk

The contract being offered aligns with the current funding agreement in place with ACE, which will be subject to renewal at end March 2028. Creative United reserves the right to terminate the agreement if funding from ACE is not secured beyond this date or is reduced or withdrawn for any reason during the initial term of the contract.

3. Introduction

It is an ACE objective to increase public participation and engagement in the arts. As part of that objective, ACE launched the Take it away Scheme ("the Scheme") in 2007 to make it more affordable for people to get involved in learning and playing a musical instrument by providing interest free loans for the purchase of any kind of musical instrument.

In May 2013, responsibility for the delivery and further development of the Scheme transferred to Creative United.

Creative United receives an annual grant from ACE of which a proportion goes towards the administrative costs of managing the Scheme, including a contribution to loan subsidy charges payable to the Credit Provider. A similar arrangement is in place with the Arts Council of Northern Ireland who contribute to loan subsidy costs relating to sales generated by member retailers in Northern Ireland.

Creative United has ACE funding for the Scheme confirmed up to end of March 2028. Continuation of funding beyond this date will be subject to the submission of a new bid for public funding, the outcome of which cannot be guaranteed at this stage.

4. Tender opportunity

A tender opportunity is being offered for the provision of credit services for the Take it away Scheme for a period of eighteen (18) months commencing 1 November 2026 with provision for extension for two (2) further twelve (12) month periods (up to a maximum period of 42 months in total) at Creative United's discretion, subject to performance review in accordance with the terms and conditions of contract.

5. The service

The Take it away Scheme is a publicly funded initiative designed to make it more affordable for people to get involved in learning and playing music by providing interest free loans of between £100 and £25,000 for the purchase of musical instruments, equipment, software any other associated goods or services they may need (such as a block of tuition) in order to get started or further develop their music practice.

Creative United's objective is to use the Take it away scheme to support creative livelihoods by providing affordable access to musical instruments to people of all ages and abilities across the UK, working in partnership with musical instrument retailers and other organisations across the music sector.

The Scheme is open to all qualifying UK residents over the age of 18 (subject to status) and made available via a network of approved musical instrument retailers in England. A variation of the scheme in partnership with the Arts Council of Northern Ireland is available exclusively to Northern Ireland Residents over the age of 18.

A full list of current participating member retailers can be seen at https://takeitaway.org.uk/find-a-shop/

The awarded contract would cover the provision of the Scheme through the network of retailers in England and in Northern Ireland. The opportunity may also exist during the term of the awarded contract for the Scheme to be extended to include a network of retailers in Wales and/or Scotland subject to the agreement and financial support of their respective Arts Councils (or other funders) in due course. For the avoidance of doubt the inclusion of Scotland and Wales is not guaranteed but is included as a potential enlargement of the Scheme for the purposes of this procurement, subject to the caveat above.

Approved financial promotions
Creative Sector Services CIC (trading as Creative United) is an FCA authorised firm (FRN 675833) and holds the appropriate permissions for the approval of financial promotions. Under our Terms & Conditions of Membership, participating retailers that are not authorised by the FCA in their own right are required to use Creative United approved financial promotions only for both instore and online promotion of the Take it away scheme.

Creative United approved physical and digital point of sale materials for use in store and online are supplied to participating retailers by Creative United free of charge. Retailers are encouraged to direct customers to the key information page on the Take it away website where they can read more about the scheme and finance terms available from our credit provider.

Additionally, Member Retailers are supplied with guidance documents to help them understand their compliance obligations with regard to both verbal and written financial promotions, which are set out for ease of reference on the Take it away Customer Journey Map (attached as Appendix 6)

Creative United also actively promotes the Scheme through print and social media marketing, attendance at trade shows, and through strategic partnerships to deliver projects and events to raise awareness of the Scheme, particularly in areas of low public engagement in arts and culture.

Under our current funding agreement with ACE, our priority is to support customers that fall into one or more of the following target categories:

- Customers earning below the median UK wage of £34,000
- Customers living in areas of low participation in the arts (as reported by the Department for Culture Media and Sport, and the Office of National Statistics
- Customers purchasing a musical instrument for the first time
- Customers that identify as disabled (or purchasing on behalf of a disabled person)

6. Financial structure

6.1 Take it away in England

- Member Retailers in England have the facility to offer a number of interest free credit terms to their customers under the Take it away Scheme brand.

- We currently have two subsidised products available to Member Retailers for qualifying customers:
    - 9 months interest free credit from £100 up to a maximum of £2,000 with 10% deposit payable at point of sale
    - 18 months interest free credit on sales of £800 up to £5,000 with a 10% deposit payable at point of sale

- For these products only, the Scheme is operated on a split subsidy basis whereby the cost of loan subsidy is covered jointly by Creative United and the Member Retailer brokering the agreement. The proportion of the costs to be covered by Creative United is at Creative United's absolute discretion and is currently set approximately one third of the total subsidy rate.

- Creative United operates an annual quota system whereby its financial commitment to subsidising loans is limited to a maximum volume of sales per Member Retailer. Quota allocations are set at the start of each financial year based on anticipated demand. Quota allocations are monitored on a regular basis and adjusted if necessary.

- The loan subsidy payable by the brokering Member Retailer is deducted from the sum remitted to the retailer by the Credit Provider on receipt of a correctly completed and fully executed agreement.

- Creative United is responsible for paying the remaining balance of the costs in accordance with the subsidy charge agreed with the Credit Provider for the provision of the service.

- Loan subsidy charges for the remaining balance will be payable by Creative United monthly in arrears on presentation of an invoice supported by a schedule detailing all transactions and charges, grouped by retailer and loan type.

- All other product lines (as may be agreed with the Credit Provider) are offered on an unsubsidised basis where the Member Retailer is responsible for covering 100% of the cost of credit.

- Other product lines outside of the core scheme currently include 9 and 18 month Interest Free Credit options above the subsidised threshold up to £25,000 and 24, 36, 48 and 60 month Interest Bearing Credit options from £100 - £25,000. Rates for all unsubsidised products form part of our agreement with the Credit Provider and include a commission back to Creative United as a contribution to the costs of managing and developing the scheme.

- This condition applies also to any interest bearing products that may be offered by the Credit Provider where the cost of credit is borne by the customer. Interest bearing products may not be marketed by the Member Retailer under the Take it away brand (which is reserved exclusively for the promotion of interest free credit) but may be included in the range of credit options offered to customers at the point of sale, subject to the Member Retailer's permissions and status as an FCA authorised firm.

6.2 Take it away in Northern Ireland

- Member Retailers in Northern Ireland have the facility to offer a number of interest free credit terms to their customers under the Take it away Scheme brand. The cost of credit to the Member Retailer varies depending on whether or not the customer is resident in Northern Ireland.

- For customers resident in Northern Ireland, the Scheme is operated on a split subsidy basis with a fixed charge whereby the cost of credit is shared between the Member Retailer brokering the agreement and the Arts Council of Northern Ireland.

- We currently have one subsidised product available to retailers in Northern Ireland:
    - 9 months interest free credit from £100 up to a maximum of £2,000 with 10% deposit payable at point of sale

- The loan subsidy payable by the brokering Member Retailer is deducted from the sum remitted to the retailer by the Credit Provider.

- The Arts Council of Northern Ireland is responsible for paying the remaining balance of the costs in accordance with the subsidy charge agreed with the Credit Provider for the provision of the service.

- Loan subsidy charges are payable monthly in arrears on presentation of an invoice directly to the Arts Council of Northern Ireland supported by a schedule detailing all transactions and charges, grouped by retailer and loan type.

- All other product lines (as may be agreed with the Credit Provider) are offered on an unsubsidised basis where the Member Retailer is responsible for covering 100% of the cost of credit. Rates for all unsubsidised products form part of our agreement with the Credit Provider and include a commission back to Creative United as a contribution to the costs of managing and developing the scheme.

- This condition applies also to any interest bearing products that may be offered by the Credit Provider where the cost of credit is borne by the customer. Interest bearing products may not be marketed under the Take it away Scheme brand which is reserved exclusively for the promotion of interest free credit.

7. Customer criteria

Take it away interest free credit facilities are open to all UK residents over the age of 18 (subject to status) through participating Member Retailers in England and Northern Ireland.

- In Northern Ireland, the applicant must be a permanent resident of Northern Ireland in order to qualify for a subsidised credit product.

- Take it away Member Retailers are required as a minimum to offer the 9 month publicly subsidised credit product to qualifying customers (see section 6 above), as set out in the Take it away Scheme Rules (attached as Appendix 3).

- Applicants must be able to pay a 10% deposit at the point of sale and have a bank account capable of handling direct debit payments.

8. Criteria for Retailer Membership

- Membership of the Scheme is by application to Creative United and is open to retailers that specialise in the sale of musical instruments and/or related goods and services (see Appendix 3: Take it away Scheme Rules).

- All applications will be subject to assessment by Creative United to ensure that all prospective members meet the eligibility criteria, quality and service standards required for membership of the Scheme. Applicants must also meet the Credit Provider's agreed criteria and operating standards.

- The overall criterion is that the prospective member should be committed to promoting and selling musical instruments appropriate for the needs of players, from entry level through to professional standard.

- All retailers that are accepted for membership of the scheme and who are offering the 18-month interest free product or any other regulated credit product are required to have the appropriate permission from the Financial Conduct Authority covering them for credit brokerage. This is not necessary for those retailers offering the 9-month interest free product only.

- Approved retailers that are not authorised by the FCA in their own right are required to use Creative United approved financial promotions only, for both instore and online promotion of the Take it away scheme.

- Any qualifying criteria that the Credit Provider may require of new businesses applying for membership of the scheme must be explicitly outlined in the submitted tender document and applied in a consistent and transparent way for the duration of the contract. All such criteria will be subject to agreement with Creative United prior to the commencement of the contract. Any proposed changes to the Credit Provider criteria will need the prior agreement of Creative United at least 30 days prior to their introduction. Failure to comply with the currently agreed criteria by the Credit Provider will constitute a material breach of the contract.

- Creative United considers new applications for membership on an ongoing basis.

- The current membership includes a total of 76 outlets in England and 3 outlets in Northern Ireland.

9. Scheme Turnover

- Total credit sales for the year ending 31 March 2026 were £1.6m. This is in line with credit sales for the previous year.

- We anticipate (but do not guarantee) annual credit sales for subsequent years will be at £1.7m pa on average over the maximum 42 month term of the contract period commencing 1 November 2026.

- We anticipate that the breakdown of annual credit sales based on our experience of running the scheme during the course of the last financial year to be :

    - 82% Subsidised Interest Free Credit Sales
    - 18% Unsubsidised Credit Sales (including Interest Bearing Credit)

- The current average loan value is £1,001 across all interest free product lines. The average loan value for interest bearing loans is £1,900.

- Average acceptance rates for all customers across all interest free credit products is 75.5%

10. Specification of Services

A. Minimum Requirements

The provision of a Fixed-Sum Loan Agreement (where necessary, regulated by the Consumer Credit Act 1974) for:

(a) providing loans to Customers attending a Member Retailer's premises when applying for the loan for the purpose of acquiring musical instruments and related goods, services, and accessories;

and

(b) Customers acquiring musical instruments and related goods, services and accessories, through remote channels such as e-commerce and/or Mail-Order processes.

The loan to be provided by the Credit Provider to eligible Customers will be repaid by the Customer in instalments without interest (0% APR) by way of a deposit of no less than one-tenth of the total cash price at the moment when the Loan is agreed. The customer can pay a larger deposit if they wish.

As a minimum requirement, the Credit Provider must make the following products available to Member Retailers as described and in accordance with the criteria set out in sections 6 and 7 above:

Customer Criteria	**Available to**	**Repayment Period**	**Minimum Deposit Required**	**Minimum Loan Value**	**Maximum Loan Value**	**Credit Terms**
UK residents	Member Retailers in England	9 months	10%	£100	£2,500	Interest Free
UK residents	Member Retailers in England (FCA Registered)	18 months	10%	£200	£5,000	Interest Free
Customers resident in Northern Ireland only	Member Retailers in Northern Ireland	9 months	10%	£100	£2,000	Interest Free

Additionally, the Credit Provider should provide Member Retailers with an appropriate range of Unsubsidised interest free credit options, to be offered to Customers at the discretion of the Member Retailer. As a minimum requirement, the Credit Provider must include pricing for following options within their bid:

Customer Criteria	Available to	Repayment Period	Minimum Deposit Required	Minimum Loan Value	Maximum Loan Value	Credit Terms
UK residents aged 18 or over	All Member Retailers	9 months	0%	£100	£25,000	Interest Free
UK residents aged 18 or over	All Member Retailers (FCA registered)	18 months	0%	£100	£25,000	Interest Free

Tenderers may wish to include additional or alternative credit products, including interest bearing options, as part of their tender submission. However, these will be considered as part of the Added Value criteria (Section F) and will not be evaluated on Price (Section C).

The Credit Provider must be willing and able to accept on to the Scheme, subject to due diligence checks:

1) All retail businesses that are currently registered as members of the Scheme in England and Northern Ireland
2) Any retail business that Creative United approves for membership, subject to their ability also to meet the Credit Provider's criteria and operating standards as agreed between Creative United and the Credit Provider prior to the commencement of the contract.

The Credit Provider must at all times apply its retailer assessment criteria in a consistent and transparent way and, where necessary, provide Creative United with a written statement confirming the area/s in which a retailer has failed to meet the required standards so that this can be relayed to the applicant in the form of a rejection letter. If the Credit Provider fails to adhere to this condition and declines an applicant that meets our published criteria for any other reason this will constitute a material breach of the contract.

The Customer application and loan approval process must be made available to Member Retailers as an online (web based) process.

The Credit Provider must provide free of charge to all Member Retailers the proposal system and all relevant log-in facilities to enable them to conduct credit sales. The Credit Provider should also provide contingency measures allowing member retailers to conduct credit sales in the event of a system outage.

The Credit Provider must provide technical support and help desk facilities to Member Retailers 7 days a week. The Credit Provider will also be expected to provide printed and/or electronic manuals to retailers on demand to support them with their staff training and induction needs, as appropriate.

On receipt of a correctly completed loan agreement and confirmed delivery of goods, the Credit Provider must remit by BACS or FPS to the Member Retailer the loan amount less the fixed retailer charge within three (3) working days.

The Credit Provider must supply to Creative United a monthly invoice and sales report in electronic format (eg .xlsx) detailing the total number and value of all proposals, acceptances and declines emanating from each Member Retailer. The report shall also summarise the total number and value of paid out business for the month.

Evaluation and monitoring data

Evaluation and monitoring data

All customer data shared by the Credit Provider with Creative United will be used solely to report on the performance of the Scheme with regard to its social impact objectives, as agreed with ACE, Arts Council of Northern Ireland and other Scheme funders as may become involved from time to time. All processing and sharing of personal data must comply with applicable data protection legislation including the UK GDPR, the Data Protection Act 2018 and where applicable the Privacy and Electronic Communications Regulations.

Data collection and monitoring will be as follows:

a) Customer surveys for completion following the agreement of the loan, subject to compliance with applicable data protection legislation including the implementation of an appropriate lawful basis for processing and the provision of any required privacy information to customers. This will be in the form of an e-survey sent directly to the customer by Creative United or the Credit Provider via the email address provided by the customer at the point of application. Responsibility for creation of the survey falls with Creative United and the survey may be distributed by the Credit Provider directly via a web link to the customer(s) or by Creative United upon receipt of customer email addresses supplied by the Credit Provider. Where distribution is undertaken by Creative United the Credit Provider may provide customer email addresses to Creative United where necessary for the agreed monitoring and evaluation activity and where permitted under applicable data protection legislation. Any electronic communications with customers must comply with applicable privacy and electronic communications legislation.

b) Quarterly and annual analysis of the demographic profile of Take it away customers, generated using data collected by the Credit Provider through the loan application process. Reports should include aggregated and/or anonymised tables showing age, gender, residential status and income level where reasonably practicable and sufficient for the relevant reporting purpose.

c) Annual socio-economic profiling of Take it away customers may be undertaken using postcode data collected by the Credit Provider through the loan application process. Where postcode data is shared with Creative United, anonymised, aggregated or reduced-location data should be used where reasonably practicable and sufficient for the relevant reporting purpose.

d) Annual e-survey prepared by Creative United for issue to Take it away customers who have used the service in the preceding 12 months. As with point (a) above, where distribution is undertaken by Creative United the Credit Provider may provide customer email addresses to Creative United where necessary for the agreed monitoring and evaluation activity and where permitted under applicable data protection legislation.

The scope of demographic data collected should be proportionate to the Scheme's monitoring and reporting requirements. To the extent any special category personal data is processed for monitoring purposes such processing must be limited to what is necessary and supported by an appropriate condition under applicable data protection legislation.

Customer email addresses and other personal data shared for monitoring and evaluation purposes will be used solely for Scheme monitoring, evaluation and reporting purposes and not for marketing communications. Such data must be subject to appropriate technical and organisational security measures, retained only for as long as necessary for those purposes and transferred between the parties using appropriate secure transmission methods.

A. <u>Service standards and other requirements</u>

The Credit Provider will be expected to provide, free of charge, training and support to all member retailers in the use of their systems and processes for the purposes of proposing loan applications.

Creative United will support the Credit Provider with onboarding, including but not limited to facilitating training sessions, managing lists and distributing training information. Creative United may, with the credit providers approval, take over ongoing management of retailer training for new and existing members following successful onboarding of the existing membership.

The Credit Provider shall, at its cost, employ a sufficient number of suitably trained, experienced and qualified personnel for the purposes of authorising and processing loan applications and enquiries received from member retailers in regard to the Take it away scheme.

The Credit Provider shall support loan applications, authorisations and retailer enquiries 7 days per week.

The Credit Provider shall ensure that in its dealings with existing and prospective Member Retailers and customers it is helpful, prompt and courteous. Enquiries will be dealt with efficiently and promptly.

The Credit Provider must take a positive approach to retailer relationship management with all Member Retailers by providing account managers able to respond to any training, support and technical needs of the Member Retailers.

The Credit Provider shall be responsible for the handling and resolution of any enquiries from Member Retailers relating to the functionality and use of the Credit Provider's proposal software.

The Credit Provider's acceptance criteria for customers should be as inclusive as possible to ensure access to this scheme for people from all sections of the community, particularly those identified as target demographics through the Scheme.

The Credit Provider must agree not to contact Take it away Scheme customers for reasons other than those relating specifically to the repayment of their loan. This shall exclude the Credit Provider from cross-selling products and services including third party marketing and promotions to Take it away Scheme customers, other than those that have been expressly agreed in advance with Creative United (and by the customer themselves).

11. Value of the contract

The value of the contract, based on the total amount payable to the Credit Provider, is estimated at £105,000 per annum, based on annual sales of c.£1.5m across all product lines and the Credit Provider charging an average fee of 7 per cent of loan value. The estimated value over the term of the contract (including any renewals as set out above) is estimated to be in the region of £367,500 based on £5.25m in sales over the 42 month period.

The estimated value does not take account of any of the "added value" elements which may form part of the contract (see below).

12. Improvement and development of the service

Creative United is seeking ways to add value to the Take it away Scheme offer, in line with our mission objectives as a Community Interest Company. Specifically, we are looking at ways that we will be able to extend the reach of the brand and enhance the social benefits surrounding the provision of credit facilities that enable increased access, diversity and financial inclusion in music education and the wider music industry.

Therefore, Tenderers should demonstrate a willingness to work with Creative United to devise and implement further improvements to the scope of the service, as referenced in Section F – Added Value.

13. Tender process

Creative United invites responses to this tender opportunity which will be run as a competitive flexible procedure.

Stage 1 – 'Evaluation of the Procurement Specific Questionnaire (PSQ)

All PSQ responses will be evaluated against the pass/fail/scoring criteria as published for each question.

Creative United will rely on self-declarations, other than as set out in the PSQ, and may require information from any tenderer at any stage if it is necessary to ensure the proper conduct of the procurement procedure.

Stage 2 – 'Initial Tender' response

Following the assessment of the PSQ, Creative United will invite all those tenderers that have passed all the required elements of this stage to submit an 'Initial Tender' as set out below.

Additionally, the **Tenderer** must:

- Be prepared (on request) to provide evidence to support your responses to Sections 1.01a and 101b of the Procurement Specific Questionnaire (Economic and Financial Standing)
- Provide details of the management team and dedicated account manager who would be responsible for delivering this contract
- Provide a proposed timetable and outline plan for the transfer of the service from the current Credit Provider (if applicable) including an outline strategy for the retention and subsequent growth of the network of Member Retailers, taking into account the specifications attached as Appendix 2.
- Confirm that the information that you (and any consortium members / sub-contractors etc) provided at Procurement Specific Questionnaire stage remains accurate, or details of any changes

Failure to provide this information within the Tender will result in the Tenderer being disqualified from the process.

Stage 3 - Negotiation Process

Following receipt of Initial Tenders, Creative United will apply the Award Criteria in sections B, C, D, E and F only in order to evaluate the tenders received.

We reserve the right acting in our absolute discretion:(a) to award the contract on the basis of the Initial Tender if there is a clear winner (by a margin of at least 15%).
(b) enter into a negotiation stage with one or more tenderers; and/or

(c) discontinue, suspend, amend, or re-run the procurement process (in whole or in part).

Where Creative United elects to enter into negotiation:

- Where there are two or more compliant (i.e. bidders who have passed the relevant elements of the PSQ) and admissible Initial Tenders, Creative United may (but shall not be obliged to) invite two or more tenderers to participate in the negotiation stage, selected on the basis of the highest scoring Initial Tenders against the Award Criteria;
- Where there is only one compliant and admissible Tender, Creative United may, at its discretion:
  - enter into negotiation with that tenderer;
  - request a revised tender; or
  - proceed directly to contract award or discontinue the procurement.

Creative United shall determine, at its absolute discretion:

- the number of tenderers invited to participate in negotiation;
- the structure, format, timing and duration of the negotiation stage; and
- whether to conduct negotiation in successive stages, including the right to reduce the number of tenders under consideration at any stage by applying the Award Criteria.

Creative United will notify tenderers invited to participate in negotiation and may provide:

- feedback on their Initial Tender; and/or
- an indication of the areas of their tender which may be clarified or developed.

The provision (or non-provision) of feedback shall not impose any obligation on Creative United to identify all deficiencies, omissions or areas for improvement, nor shall it limit Creative United's ability to take into account any aspect of a tender in its evaluation. Negotiation may include written submissions, meetings, presentations or any combination of these. Creative United may:

- seek clarification of any aspect of a tender;

- invite tenderers to refine, improve or resubmit their tenders; and/or
- take into account any information obtained during negotiation in its evaluation.

Creative United may negotiate any aspect of the Initial Tenders except:

- the Minimum Requirements as set out in section 10 of the ITT; and
- the Award Criteria and their relative weightings,

which shall not be subject to negotiation and may not be varied.

However, nothing in the conduct of the negotiation stage, including the provision of feedback or engagement with tenderers, shall give rise to any legitimate expectation on the part of any tenderer as to the outcome of the procurement or the continuation of any stage.

Creative United shall not be obliged to:

- negotiate with all tenderers on identical terms or to the same extent;
- raise the same issues or provide the same level of detail with each tenderer; or
- identify or disclose to any tenderer the relative strengths or weaknesses of competing tenders.

Creative United will not disclose confidential information of one tenderer to another without consent but otherwise reserves full discretion in how it conducts discussions.

Following any negotiation and/or clarification, Creative United may review and revise the evaluation of tenders to reflect the outcome of that process. Any such revision will be undertaken on a consistent basis, but Creative United shall not be required to re-score tenders at any particular point prior to submission of Final Tenders.

14. Award Criteria

The contract will be awarded to the Tenderer submitting the most advantageous tender (MAT), as determined by the highest overall score in accordance with the Award Criteria set out below.

Creative United aims to appoint a Credit Provider that understands the objectives of the Scheme and can provide a consistently high level of service and support both for customers of the Scheme and for our network of participating Member Retailers across the country. As a publicly subsidised scheme, we are also seeking to appoint a supplier that provides the best possible value for money. The Credit Provider will also be expected to work with Creative United to identify the most cost effective pricing structure for delivery of the Scheme.

The Contract, if awarded, will be awarded to the Tenderer submitting the best service standards and value for money (i.e. the best price to quality ratio). The overall award criteria for this contract have been set as:

- Quality 25%
- Price 10%
- Retailer retention strategy 30%
- Scheme growth strategy 15%
- Added Value 20%

A Tenderer's Score will be determined through the assessment and subsequent awarded scoring of their responses. This applies to the questions set out for Quality (Section B), Price (Section C), Retailer retention and growth strategy (Section D) and Added Value (Section E).

The table below shows the approach to marking that will be used, however for certain sections specific scoring will be applied. Where this is the case the calculations are detailed within each section:

Score	Award Criteria Score
4	The Tenderer's response demonstrates a clear, well developed and detailed understanding of the requirement and provides well-structured, credible and persuasive proposals that fully meet all stated requirements. The response is supported by specific, relevant evidence which clearly demonstrate how the services will be delivered in practice and provides a high level of confidence in the tenderer's ability to deliver the requirements consistently and effectively. In addition, the response identifies and evidences added value or enhancements to the requirement which are consistent with the relevant Award Criteria.
3	The Tenderer's response demonstrates a clear understanding of how the requirement will be met. The response provides appropriate and relevant evidence to support delivery of the stated requirements, indicating that the requirements will be met in a credible and deliverable manner.
2	The Tenderer's response demonstrates a basic or partial understanding of how the requirement will be met. The response provides some relevant evidence but it is limited and lacks detail or is inconsistently applied such that it does not demonstrate how all of the stated

	requirements will be met. The response identifies a number of gaps, or inconsistencies which give rise to concerns regarding deliverability. .
1	The Tenderer's response demonstrates a limited or unclear understanding of how the requirement will be met. The response provides little or no evidence to support delivery and is insufficient for the evaluator to conclude that the stated requirements will be met. The response contains significant gaps, omissions or inconsistencies which give rise to serious concerns regarding deliverability.
0	The Tenderer has failed to either answer the question or the response provided a wholly irrelevant to the requirement. The response contains no usable information and does not enable any assessment of the Tenderer's ability to meet the stated requirement

Tender Responses will be scored out of 100%.

14.1 Scoring methodology

A maximum of 92 points are available over Sections B, C, D and E. Your overall score for each Section will be calculated by multiplying the score you receive with the weighting for that Section as detailed above.

Example: assume a Tender scores 25 out of 32 for Section B below, the formula is:

25/32 = **0.78**

0.78 x 100 = **78**

78 x 20% = **15.6%**

SECTION B: Quality of service

A maximum of **25%** of the marks will be allocated to your response to the Quality Questions below.

Please note – Although questions are numbered, this does not relate to any order of importance. Please set out your response to each question separately, using these reference numbers.

Section B	**Quality of service**	**Maximum Score**
B1	Please detail the proposed systems for the processing and approving Take it away loan applications via e-commerce, in-store and mail order, including customer qualification criteria and credit scoring system used for the loan approval process. You should include details of the management structure and staff teams involved in the day to day provision of the services required.	4
B2	Please describe fully your customer support systems and service standards. You should state the hours of business during which support is available to customers and retailers, and also your approach to handling customer complaints including response times for complaint investigation and resolution.	4
B3	Please provide details of the proposed systems for the production and presentation of monthly, quarterly and annual management information and data sharing reports for Creative United. Please include your proposed methods for ensuring that subsidised credit terms are only made available where customers meet the qualifying criteria.	4
B4	Please outline your processes and timeframes for the remittance of payments to member retailers, including the management information available to member retailers for the purposes of tracking and evaluating credit sales as part of their overall business operations.	4
B5	Please provide details the retailer training and support that you propose to provide for new and existing member retailers. You should include details of your approach to retailer relationship management, retailer compliance with all operational aspects of the service, and account performance management.	4
B6	Please provide full details of all your criteria, decision making processes and timeframes for the approval and registration of new member retailers.	4

	You should include details of how you manage onboarding processes that includes minimum and maximum time frames for completion, and what processes you have in place to ensure a high-quality customer journey. You should include details of your approach to ensuring compliance from Retailers with regard to financial promotions, including that are required to be authorised and regulated by the Financial Conduct Authority in order to offer extended interest free and/or interest-bearing credit terms to their customers.	
B7	Please provide details of your acceptance criteria for customers and in particular your approach to ensuring non-discriminatory business practice with regard to the provision of personal loans. Please provide examples of any policies or proactive customer engagement strategies that your business has adopted to ensure that your services are as accessible as possible to customers (for example, by using Plain English and offering to supply information in accessible formats for the benefit of visually impaired customers).	4
B8	Please provide details of your approach to marketing other products and service to customers that have used your services, including those provided by third parties. Please confirm that you agree to comply with our conditions with regard to the cross-selling of products and services to Take it away scheme customers.	4
MAXIMUM SCORE (SECTION B)		**32**
WEIGHTING (SECTION B)		**25%**

SECTION C: Pricing

A maximum of **10%** of the available marks will be allocated to your response to the Pricing responses below.

Section C	**Pricing**	**Maximum Score**
C1	Proposed pricing model for subsidised products based on estimated volumes of business and average loan values described in section 9 above. Average loan values are calculated by dividing the number of loans in a 12 month period with the total value of those in the same period. Bids should also include any formulas to be applied to re-pricing for subsequent periods to reflect +/- variations in interest rates, average loan values and/or volume of turnover (if applicable) . Scoring methodology illustrated below.	8
C2	Proposed pricing model for unsubsidised products based on estimated volumes of business and average loan values described in section 9 above. Average loan values are calculated by dividing the number of loans in a 12 month period with the total value of those in the same period. Bids should also include any formulas to be applied to re-pricing for subsequent periods to reflect +/- variations in interest rates, average loan values and/or volume of turnover (if applicable). Scoring methodology illustrated below.	8
C3	Charges applicable to customers for late or missing payments and debt recovery policy/procedures	4

C4	Any and all other charges relating to the required services detailed in the tender specification	4
MAXIMUM SCORE (Section C)		**24**
WEIGHTING (Section C)		**10%**

For question C1, the lowest average price for subsidised credit products across all three (3) product lines (as outlined in section 10a) will score the maximum number of points (8). Higher (i.e. less competitive) offers will be scored using the following formula:

(Lowest Offer ÷ Offer B) x 8

For example, if the Lowest Offer is an average rate of 5.0% and Offer B is 5.5% then Offer B would score 7.27 out of a maximum possible score of 8.

For question C2, the lowest average price for un-subsidised credit products across both (2) product lines (as outlined in section 10a) will score the maximum number of points (8). Higher (i.e. less competitive) offers will be scored using the following formula:

(Lowest Offer ÷ Offer B) x 8

For example, if the Lowest Offer is an average rate of 9.0% and Offer B is 9.5% then Offer B would score 7.57 out of a maximum possible score of 8.

SECTION D: Retailer Retention Strategy

A maximum of **30%** of the available marks will be allocated to your response to the Retailer Retention Strategy criteria below.

Section D	Retailer Retention Strategy	Maximum Score
D1	For the purposes of this response, tenderers should assume no prior involvement with the scheme. • Your response should include:Your approach to identifying, onboarding and supporting retailers;	4

	• How you will achieve and sustain appropriate levels of participation and engagement; • Your proposed mobilisation approach, including how you would establish the network within required timeframes; and • How risks to retailer participation and continuity of service will be managed.	
MAXIMUM SCORE (Section D)		**4**
WEIGHTING (Section D)		**30%**

SECTION E: Scheme Growth Strategy

A maximum of **15%** of the available marks will be allocated to your response to the Scheme Growth Strategy criteria below.

Section E	**Scheme Growth Strategy**	**Maximum Score**
E1	Proposed strategy for increasing the size and distribution of the Take it away Scheme network across England and Northern Ireland This may include but is not limited to recruitment campaigns, promotions, training for retailers etc.	4
E2	Proposed strategy for extending the Take it away Scheme Retailer Network into other parts of the UK (Scotland and Wales) to the extent that this may be possible during the term of the contract. Demonstrate how your proposed solution is capable of being scaled or adapted to support operation in additional UK jurisdictions (including Scotland and Wales), should this be required”	4
MAXIMUM SCORE (Section E)		**8**

WEIGHTING (Section E)	15%

SECTION F: Added Value

A significant factor in our selection of the right partner to work with over the period of the contract will be the extent to which that partner is prepared to help invest in the management and development of the Take it away Scheme.

As such we are seeking a partner to make a non-volume based cash contribution of at least £25,000 (twenty five thousand pounds), in each year of the contract based on a minimum turnover of £1.5m per annum, plus a commission of 1.7% on every £1 (one pound) of sales volume achieved in excess of £1.5m in each 12 month period of the contract.

It will be invested in the following areas:

- Our core delivery team, who will be tasked with delivering the Take it away Scheme to a high standard
- Growth of the Take it away Scheme network of Member Retailers
- Development of the social impact of the Take it away Scheme, and in particular through the provision of adaptive musical instruments and assistive equipment for use by disabled children and adults that might otherwise be prevented from fully participating in learning and playing music.

A maximum of **20%** of the available marks will be allocated to your response to the Added Value questions below.

Section F	Added Value	Maximum Score
F1	Combined value of the non-volume related cash investment and volume related bonus (assuming £1.5m minimum threshold is met) payable in each year that the contract runs for (i.e. over 3.5 years, including 2 x 12 month extensions)	20
F2	Please provide details of additional products, services or 'in kind' added value over and above the Minimum Requirements which directly enhance the Social Impact Aims and Objectives. For the avoidance of doubt proposals must not include incentives, gifts of benefits which are unrelated to the Social Impact Aims and Objectives	8
MAXIMUM SCORE (SECTION F)		**24**

WEIGHTING (SECTION F)	20%

For question F1, the highest offer based on assumed sales of £3m per annum will be awarded 20 points. Lower offers will be scored as follows:

(Offer ÷ Highest offer) x 20 = score

For example, if the highest offer totals £50,500 per annum (£25,000 cash plus £25,500 in commissions) and Offer B is £42,500 per annum (£20,000 cash plus £22,500 in commissions), Offer B would receive a score of 16.8 out of 20.

For question F2, we will evaluate the response by making a reasonable assessment of the "added value" in terms of the monetary and non-monetary value using the following scoring methodology:

Area of Added Value	Scoring Methodology	Maximum Score
Social Impact Aims and Objectives Responses will be rated on their ability to address the following Social Impact aims and objectives: 1) Enabling access to a Take it away Scheme loan for people on lower incomes (under £34k) 2) Enabling access to a Take it away Scheme loan for people living in areas of low engagement (as defined by the Active Lives survey) 3) Enabling access to a Take it away Scheme loan for people buying a musical instrument for the first time 4) Enabling access to a Take it away Scheme loan for	**4** = The added value proposals are clearly defined, well-evidenced and deliverable, and directly and meaningfully address all four of the specified Social Impact aims. The response demonstrates how outcomes will be achieved and measured, giving a high degree of confidence in delivery. **3** = The added value proposals are relevant and credible and directly address two or more of the specified Social Impact aims. The response provides appropriate supporting detail, giving confidence that the proposed outcomes are achievable. **2** = The added value proposals demonstrate some relevance to at least one of the specified Social Impact aims but are limited in scope, detail, or evidential	4

people in receipt of disability benefits	support. There is some uncertainty as to the extent to which outcomes will be achieved. **1** = The added value proposals are of limited relevance to the specified Social Impact aims and/or lack sufficient detail or evidence. There is low confidence in delivery. **0** = the added value services described have no demonstrable Social Impact value of any kind	
Strategic Business Development (*eg partnerships with other organisations, individuals and agencies to enable the further development of the Scheme, and /or help support Creative United's broader mission objectives as a Community Interest Company)*	**4** = The added value proposals are clearly defined, well-evidenced and deliverable. The response demonstrates how outcomes will be achieved and measured, giving a high degree of confidence in delivery. **3** = The added value proposals are relevant and credible. The response provides appropriate supporting detail, giving confidence that the proposed outcomes are achievable. **2** = The added value proposals demonstrate some relevance to strategic value for Creative United but are limited in scope, detail, or evidential support. There is some uncertainty as to the extent to which outcomes will be achieved.	4

	1 = The added value proposals are of limited relevance to Strategic Business Development aims and/or lack sufficient detail or evidence. There is low confidence in delivery. **0** = the added value services described have no demonstrable strategic value for Creative United	
Maximum Score		**8**

16. Instructions to Tenderers

The contractor for this tender is Creative Sector Services (trading as Creative United). Please submit your request to participate and tender offer in accordance with all of the instructions, requirements and specifications set out in the enclosed documentation.

You must treat any further information provided by Creative United as confidential at all times and only disclose them if necessary to prepare a compliant response to the tender.

Nothing in the enclosed documentation or appendices, or any other communication made between Creative United and any other party, can be considered a contract or agreement at this stage.

All correspondence in relation to this tender, including all tender submissions, should be addressed to: procurement@creativeunited.org.uk

Indicative Tender Timetable

Subject to any changes notified to potential contractors by Creative United, the following timescales shall apply to this Procurement Process:

Event	Date
Tender notice posted and procurement documents made available on the Creative United website: https://www.creativeunited.org.uk/procurement-notice/	1 July 2026
Deadline for Stage 1 clarification questions	15 July 2026
Deadline for submission of PSQ responses	17 July 2026
Assessment of PSQ responses	20-23 July 2026
Stage 2: Issue of Invitations to submit Initial Tender to qualified Tenderers	24 July 2026
Deadline for Stage 2 clarification questions	31 July 2026
Publication of responses to questions on CU website	7 August 2026
Deadline for submission of Initial Tenders	14 August 2026
Negotiations commence with shortlisted Tenderers	19-28 August 2026
Invitation to Submit Final Tender sent out to remaining Tenderers	1 September 2026
Anticipated deadline for submission of final tender submissions based on negotiations	11 September 2026
Anticipated date for award decision standstill letters to be issued	16 September 2026
Contract awarded	25 September 2026
Anticipated contract start date	1 November 2026

This timetable is indicative only and Creative United reserves the right to amend any date accordingly. Any changes to the procurement Timetable shall be notified to all Tenderers as soon as practicable.

Tender Conditions

Compliance

Tender responses must be in compliance with the requirements in the tender documentation including the Tender Conditions set out below. 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.

By submitting a tender response in connection with this procurement process, potential bidders confirm that they will, and that they shall ensure that any consortium members and/or subcontractors will, comply with all applicable laws, codes of practice, statutory guidance and applicable policies relevant to the services being supplied to Creative United.

Prices

In order to encourage fair and open competition, our policy is not to provide Tenderers with a budget figure or guide pricing structure for the proposed work.

You should provide a clear pricing structure in response to the proposed procurement. All pricing must be quoted in pounds sterling and indicate VAT separately, if applicable.

Please note: Creative United reserves the right to purchase all or any parts of the tendered goods or services at the prices and specifications submitted in your response.

Contract terms and conditions

Creative United will award the contract to the successful Tenderer for the length of eighteen (18) months, with provision for extension for two (2) further twelve (12) month periods, being a maximum of four and a half (4.5) years in total (subject to performance review in accordance with the terms and conditions of contract).

Creative United standard terms and conditions for services (at Appendix 4) will form part of the contract to be awarded with the framework service specification from this ITT, incorporating the detailed service specification from the successful Tenderer. Creative United also reserves the right to require further terms and conditions, or amendments to the standard terms and conditions, that are consequentially specific to the detailed service specification from the successful Tender. The final award of the contract and the outcome of the tender shall remain conditional upon the formal execution by the prospectively successful Tenderer of a written contract setting out the final terms and conditions of contract required by Creative United, which are reasonably and materially consistent with the terms and conditions specified in this ITT.

By participating in this procedure and/or submitting a tender response you agree to be bound by the terms of this ITT and the standard terms and conditions for services without further negotiation or amendment.

If the Tenderer considers that any of the specified terms and conditions of contract are in conflict with any other aspect of the tender specification, the Tenderer should submit a formal clarification as part of their tender submission, setting out the alleged conflict and where this arises in the tender specification. Creative United shall, in its absolute discretion, consider whether any such proposed amendments are accepted and shall publish any and all accepted amendments through the Clarifications Log and all such published accepted amendments shall apply to any contract arising from this ITT.

Validity of offer

You must offer your tender for acceptance for ninety (90) days from the deadline for tender submission.

Please note that by submitting a tender response for consideration you are confirming that, as an officer for the company/organisation that you represent, you have read and understood the tender documents and that your offer to Creative United is open for acceptance for ninety (90) days from the tender closing date.

Tendering

If we need to amend any tender documents before the closing date, we will write to you with any changes. If we extend the deadline for tender responses, we will advise you accordingly.

Creative United reserves the right, in its absolute discretion, to cancel or suspend this tender process at any time and for any reason without making a contract award. If we need to do this we will notify you in writing as soon as reasonably practicable.

Creative United is not responsible, and will not pay for any costs, expenses or losses you incur during, but not limited to, the tender preparation or interviews or any losses, costs or expenses arising from any termination, suspension, amendment or variation of this procurement process.

Information and questions

If you need us to clarify the documentation or if you have further questions regarding the tender process, email procurement@creativeunited.org.uk quoting the tender reference number.

We will respond to reasonable requests for clarification as soon as possible. If a Tenderer wishes Creative United to treat a clarification as confidential and not issue the response to all Tenderers, it must state this when submitting the clarification. If, in the opinion of Creative United, the clarification is not confidential, Creative United will inform the Tenderer and it will have an opportunity to withdraw it. If the clarification is not withdrawn, the response will be issued to all Tenderers.

The deadline for receipt of clarifications relating to the Services or this ITT is set out in the Indicative Timetable above.

Tenderers are advised not to rely on communications from Creative United in respect of the Services or ITT unless they are made in accordance with these instructions.

Return of Standard Selection Questionnaire ('PSQ') and Tender responses

Stage 1: Request to Participate
Please send your completed PSQ (including, where relevant, those completed by any sub-contractors or other consortium members) to the email address detailed above.

Stage 2: Initial Tender and Final Tender
The Tenders must be submitted by email or secure electronic document transfer service. Please ensure that you plan ahead and allow time before any relevant deadline to submit documentation accordingly.

Any completed PSQs or tender responses delivered after the relevant deadline for any reason will not be opened or considered. However, Creative United may in its own discretion extend the deadline, and in such circumstances Creative United will notify all Tenderers of any such change.

Completed PSQs and Tender responses must be submitted in English.

In your tender response, clearly indicate the names and addresses of any consortium members and/or sub-contractors you intend to use to provide the services, and the scope of work they will undertake as part of the service on offer.

Creative United is not responsible if all or part of your tender is not received. You should use a traceable email verification or secure electronic document transfer service.

Warnings and disclaimers

While the information contained in this ITT is believed to be correct at the time of issue, neither Creative United, its advisors, nor any other awarding authorities will accept any liability for its accuracy, adequacy or completeness, nor will any express or implied warranty be given. This exclusion extends to liability in relation to any statement, opinion or conclusion contained in or any omission from, this ITT (including its appendices) and in respect of any other written or oral communication transmitted (or otherwise made available) to any Tenderer. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of Creative United.

If a Tenderer proposes to enter into a Contract with Creative United it must rely on its own enquiries and on the terms and conditions set out in the Contract(s) (as and when finally executed), subject to the limitations and restrictions specified in it.

Neither the issue of this ITT, nor any of the information presented in it, should be regarded as a commitment or representation on the part of Creative United (or any other person) to enter into a contractual arrangement.

Confidentiality and Freedom of Information

This ITT is made available on condition that it is not copied, reproduced, distributed or passed to any other person at any time, except for the purpose of enabling the Tenderer to submit a Tender.

Creative United is supported by ACE and is funded by public money. Because of this, Creative United may be required to co-operate with ACE or any other public authority to enable them to comply with a request for information made under the Freedom of Information Act 2000 ('**the FOI Act**').

Requests for information from members of the public or another interested party shall be considered on a case-by-case basis, applying the principles of the FOI Act, which permits certain information to be withheld, for example where disclosure would be prejudicial to a party's commercial interests.

In addition, the Public Contracts Regulations 2015 require that Creative United does not disclose to the other Tenderers confidential information communicated by a Tenderer without its agreement.

Therefore, Tenderers are responsible for ensuring that any confidential or commercially sensitive information which is communicated to Creative United has been clearly identified as such.

Please provide clear and specific details of:

- the precise information which is considered confidential and/or commercially sensitive
- the reason(s) why you consider that an exemption under the FOI Act would apply; and
- the estimated length of time during which the exemption would apply.

The use of blanket protective markings of whole documents as “commercial in confidence” will not be sufficient. By responding to this ITT you agree that Creative United will not be bound by any such markings.

In addition, marking any material as “confidential” or “commercially sensitive” or equivalent should not be taken to mean that Creative United accepts any duty of confidentiality by virtue of such marking. Creative United may disclose information where it has a legitimate reason for doing so. By responding to this ITT you agree that the decision as to which information will be disclosed is reserved to Creative United (acting reasonably in accordance with any applicable legal obligations), notwithstanding any consultation with you or any designation of information as confidential or commercially sensitive or equivalent you may have made.

Consortia and subcontractors

Creative United requires all Tenderers to identify whether and which subcontracting or consortium arrangements apply in the case of their Tender, and in particular specify the share of the Contract it intends to sub-contract, any proposed sub-contractors, and precisely which entity they propose to be the Service Provider.

It is your responsibility to ensure that any staff, consortium members, sub-contractors and advisers abide by these Tender Conditions and the requirements of this ITT.

Tenderer conduct and conflicts of interest

Any attempt by Tenderers or their advisors to influence the contract award process in any way may result in the Tenderer being disqualified. Specifically, Tenderers shall not directly or indirectly at any time:

- Devise or amend the content of their Tender in accordance with any agreement or arrangement with any other person, other than in good faith with a person who is a proposed partner, supplier, consortium member or provider of finance.

- Enter into any agreement or arrangement with any other person as to the form or content of any other Tender, or offer to pay any sum of money or valuable consideration to any person to effect changes to the form or content of any other Tender.
- Enter into any agreement or arrangement with any other person that has the effect of prohibiting or excluding that person from submitting a Tender.
- Canvass Creative United or any employees or agents of Creative United in relation to this procurement.
- Attempt to obtain information from any of the employees or agents of Creative United or their advisors concerning another Tenderer or Tender.

Tenderers are responsible for ensuring that no conflicts of interest exist between the Tenderer and its advisers, and Creative United and its advisors. Any Tenderer who fails to comply with this requirement may be disqualified from the procurement at the discretion of Creative United.

By submitting a Tender, the Supplier is deemed to confirm, represent and warrant to the Authority that, as at the date of submission:

The Supplier is not an Excluded Supplier within the meaning of the Procurement Act 2023.

The Supplier either:

- is not an Excludable Supplier (within the meaning of the Procurement Act 2023); or
- where it is an Excludable Supplier (within the meaning of the Procurement Act), it has provided sufficient relevant information within its PSR response to demonstrate that appropriate self-cleaning measures have been taken and that it is reliable and capable of performing the contract to Creative United's satisfaction.

Creative United reserves the right, at its discretion, to:

- verify any information provided by the Tenderer in its Tender;
- request further information or evidence in relation to the matters set out above; and
- exclude the Tenderer from the procurement procedure where:
    - the Tenderer is, or is found to be, an Excluded Supplier;
    - the Tenderer is an Excludable Supplier and the Authority determines that the conditions for exclusion are met and/or that any self-cleaning measures are insufficient;

- a conflict of interest is identified which cannot be effectively managed; or
- the Tenderer has made a material misrepresentation or omission in relation to the confirmations given above.

For the avoidance of doubt, no separate declaration or form is required; these confirmations are given by the Tenderers through submission of its Tender.

Appendices

The following appendices should be read in conjunction with this ITT document and are available to download at https://www.creativeunited.org.uk/procurement-notice

Appendix 1: ITT - Creative Sector Services CIC (t/a Creative United) Take it away Scheme Credit Provider Contract Invitation to Tender (Competitive Flexible Procedure) Ref: CUTIA/2026 (This document)

Appendix 2: Procurement Specific Questionnaire
Appendix 3: Take it away Process Flows for Subsidised and Unsubsidised Products
Appendix 4: Take it away Scheme Terms and Conditions of Membership June 2026
Appendix 5: Creative United Standard Contract Terms & Conditions
Appendix 6: Creative United finance flow – Take it away