

01/08/2022

Dear Sir /Madam,

The John Muir Trust invites your submission of a tender to provide services in accordance with the conditions detailed in this document.

We include the following information for your review:

- Part 1: Tender Information
- Part 2: Conditions of Tendering
- Part 3: Standard Terms and Conditions of Purchase/Supply

Your tender response must be received in the following format and conditions:

1. Tenders are to be submitted electronically to Kevin Cumming, Regional Delivery Manager – Central, kevin.cumming@johnmuirtrust.org. These will then be collated and assessed by a Tender Review Panel.
2. Your return tender must be received not later than 5:00pm on the 26th of August. Failure to meet the Closing Date may result in the tender being void.

Contractors will receive notification regarding the success of their bid by 1st September. Please note the submission of bids does not create any obligation on the John Muir Trust to award the contract or to award it to the lowest bidder.

Any queries on the tender should be addressed to Kevin Cumming.

We look forward to receiving a tender from you and thank you for your interest in our account.

Yours faithfully,

Kevin Cumming
Regional Delivery Manager - Central
The John Muir Trust

PART 1: TENDER INFORMATION

1. Introduction

The John Muir Trust are delivering an exciting new project to improve infrastructure and facilities at one of its wild places, East Schiehallion which lies within the Loch Rannoch and Glen Lyon National Scenic Area. The Trust has carried out initial scoping works (see appendix 1) and are now looking to move the project to a detailed design options appraisal.

The Trust are therefore looking to appoint a team of experienced organisations and/or individuals able to support the charity in its ambitions at East Schiehallion. The team should be led by one organisation or individual who will act as project manager. The team should also comprise a lead architect, who may or may not be the same person as the project manager.

Community consultation and stakeholder engagement will be an important part of this project and tenders should detail the methods and time committed to this. The work should be carried out in clear stages (as outlined in the tender brief) with milestones which allow for decision gates. Key components of designs should be sustainability and innovation, and all plans should be in line with the Trust’s core values (<https://www.johnmuirtrust.org/resources/334-our-strategy>).

It is expected that the detailed design options appraisal will take this project to the stage of being ready to apply for planning permission. Any future construction work will be tendered separately based on the outcome of this project.

Provisional timetable

Activity	Date
Issue Tender Notice and Invitation to Tender	1st August 2022
Period for asking questions	1st August – 12 th August 2022
Tenders should be submitted by 5:00pm	26 th August 2022
Intended tender Review Date	29 th August 2022
Intended tenderers informed of decision by	2 nd September 2022
Project completion by	19 th Dec 2022

2. Overview

The John Muir Trust is a community focused conservation charity dedicated to the experience, protection and repair of wild places across the UK. Its vision is for a world where wild places are respected and protected, where nature flourishes and where the value of wildness is shared for the benefit of everyone. To further that end JMT owns and manages 60,500 acres

of property across the UK. For further information, we encourage you to visit our website: www.johnmuirtrust.org

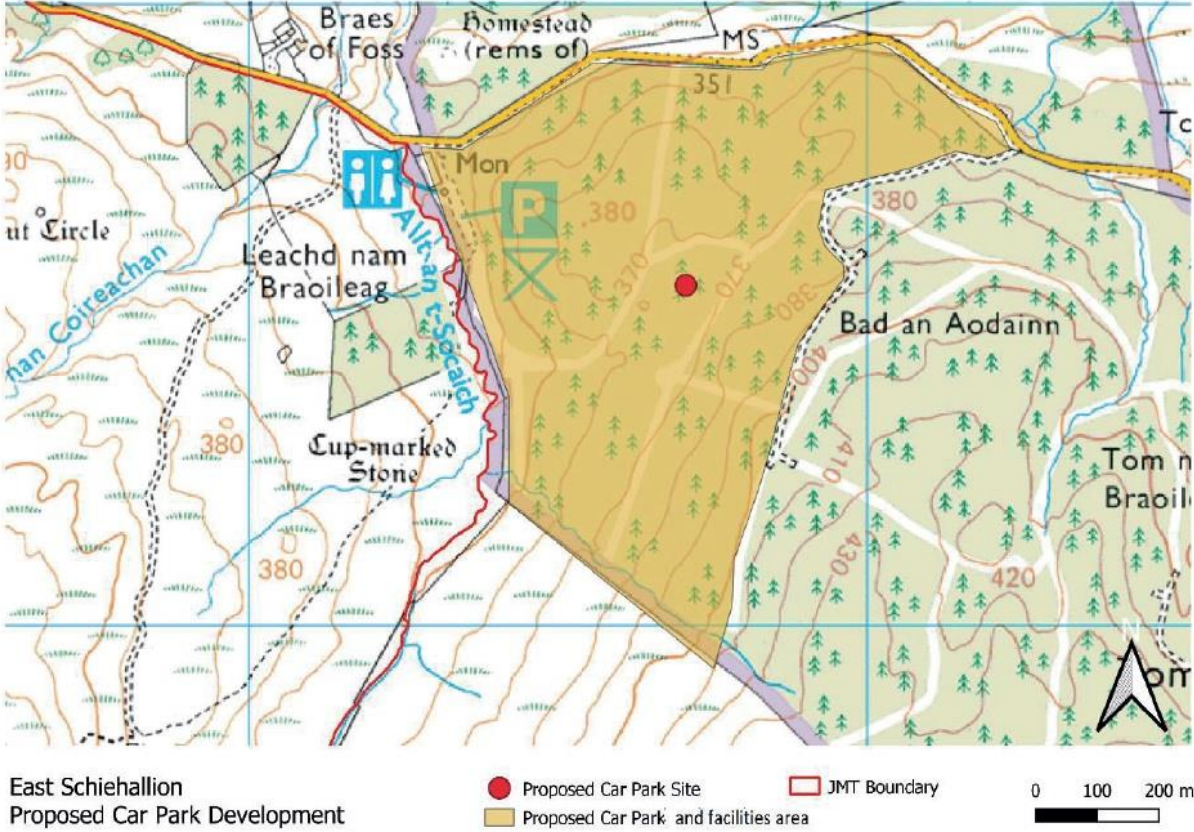
2.1 Background

The John Muir Trust are seeking to address a major infrastructure issue relating to parking facilities at its property East Schiehallion and the surrounding area. The Trust are keen to investigate the development of a new car park to replace the existing Braes of Foss car park (owned by Forestry and Land Scotland) to create a modern visitor experience for those wanting to access Schiehallion and nearby popular destinations. Ideally the Trust would aim for a development that will be carbon-credible and visually fits with the surrounding landscape. Through careful planning and consultation it is hoped this will not only address a recognised issue but provide benefits locally for increased employment, improved visitor experience and new opportunities and facilities. For more specific detail on the background to the project please see appendix 1.

Location

The 40ha study site is located east of Schiehallion and east of the existing Braes of Foss car park (map 1). It adjoins the eastern edge of the Loch Rannoch and Glen Lyon National Scenic Area and is dominated by Schiehallion which is a prominent landmark because it stands alone, separate and apart from other ridges and summits. The site as it is, currently forms a broad wedge shape, with the Schiehallion road bounding the northern boundary, existing plantation woodland and steeply sloping ground to the east, young native woodland and natural regeneration at Dùn Coillich community land to the south. The site has significant areas of clearfell alongside mature stands of Scots Pine. Existing interpretation is in the form of printed panels on posts with a combination of text, photos and diagrams.

Map 1 – 40 ha Development Site.



2.2. Project Summary

In 2021 the Trust carried out a scoping study regarding the future provision of facilities at Schiehallion – appendix 1. This study consisted of community consultation, high-level options appraisal and some land scape architecture works. The outcome of this study was that there were no major constraints to undertaking a full design feasibility study and that there was broad support for the project from identified stakeholders. The study offered various levels of intervention from minimal to major.

Tenders are now being requested for car park, building and path design as well as further project consultation and brand development services. The proposed site for any new development is identified in Map 1. This land is currently the property of Forestry and Land Scotland (FLS) and the project is being taken forward with full permission by them as landowner. The successful tender will be expected to liaise with FLS to arrange any other permissions required (such as licences for test holes etc).

3. Scope of Work and Objective

3.1. Title: Sustainable Schiehallion.

3.2. Objective: The successful tender team will provide car park, path, interpretation, branding and building design options which allow the Trust to make an informed decision on which option it may take forward to achieve full planning permission and construction.

3.3. Design Considerations

Any submission will need to ensure designs for infrastructure and facilities are sensitive to the wild places at Schiehallion that they will support. As such all designs should consider the following:

- Innovative designs that reduce the impact of development on the Wild Place.
- Sustainability in both the materials used and long-term use of any infrastructure developed.
- Innovative and exciting spaces to be used for interpretation and public engagement should be part of the design to enhance visitors' knowledge and appreciation for Wild Places.
- Innovative "pay points" for visitors to pay for use of the facilities and for the Trust to ask for donations/increase membership through those "pay point" facilities.

3.4 Required Skills

Tenderers are expected to assemble suitably qualified and experienced teams to deliver the tasks necessary for this project. It is expected that the range of skills may include:

- Architect
- Landscape Architect
- Mechanical & Electrical engineer
- Quantity Surveyor
- Financial analysis
- Sustainability specialist
- Accessibility specialist
- Interpretation/engagement specialist
- Branding/marketing specialist

3.5 Methodology and Project Milestones (Decision gates).

It is likely that the Trust will opt to first deliver the car park, toilet facilities and connecting path network. The Trust may build a structure with additional facilities at the same time or at a later date. It is therefore important that the design of a structure is included early in the process to ensure the site design plan takes this into account. The appropriate services (water, electric, etc) should be brought to site to allow for any future phases of construction.

3.5.1 Project Stages

Stage 1 – Costed Plan

Task: Based on information in the scoping study and minimum design requirements outlined below, initial costed plans should be developed for the Trust to understand what can be achieved at certain budget ranges.

Car Park, Toilet Provision and Connecting Path Network

Design Requirements

- Car park design for up to 150 cars (including minibus, campervan and coach). Design should include a plan of how the car park could be increased if needed in the future. The design should focus on limiting visibility of the car park from the mountain.
- Mains electricity brought to site for EV charging points (cars and bikes), use for pay points, toilet facilities. The use of renewable energy sources should be investigated with costed options outlined.
- The existing Braes of Foss car park is to be decommission and reinstated as part of the land scape. Costing for this work should be included as part of the overall costed plan.
- New path network linking the new car park to the existing Foss Loop low level path. Modern visitor interpretation options for tailheads and/or along the path network.

Toilet Provision

- Any development of a car park must include toilet facilities. It should be considered how these facilities would work with potential structure development in future.
- Reliable water source on site likely to be through the provision of a borehole.

Structure Providing Additional Facilities

the Trust are considering additional facilities on site, but a fully costed options appraisal is required.

Design Requirements:

3 outline costed options should be provided for the Trust to decide on which option to progress to the next stage.

- Option 1: A shelter with interpretation for use by volunteers and visitors. It should include secure tool storage and a bike rack.
- Option 2: A small flexible use structure/building to include space for indoor volunteer/education activities, hot desking office/meeting space (including provision of internet), potential for small scale flexible accommodation for staff/volunteers, also including requirements under option 1.
- Option 3: A larger structure/building more closely resembling a visitor centre, encompassing the elements under options 1 and 2 as well as visitor interpretation/engagement and branding. The building could include shower facilities for those working on the land or camping.

All options:

- Should demonstrate how they are carbon credible.
- Should highlight how they are designed to be inclusive and enable access for all.
- Designs of both the car park and any structures should look for innovative and inspiring designs to both shield and fit within the landscape.
- Structure options should be innovative and inspire the public to care for Wild Places. Consideration should be given as to how the design can fit with the Trust wider plans for its property at Schiehallion (See appendix 2).
- Costed plans for all options should be completed which include costs to complete the project and a five year model detailing indicative maintenance requirements.

Deliverables:

- Costed plan options. These should include an analysis of risk and constraints for each option.
- Produce a costed plan for decommissioning of the existing Braes of Foss car park.
- 1 x Project Kick off meeting (virtual, could combine with site visit).
- 1 x Site visit to familiarise with site.
- 1 x meeting with Trust Project Manager (PM) prior to Steering group meeting to agree presentation of costed plans. (Can be online).
- 1 x meeting with Trust steering group to present costed plans (Can be online).
- Complete any actions and coordinate with PM following feedback from presentation of costed plans.
- Agree monthly project update reporting with PM.

Stage 2 – Concept Design

Decision gate: Stage 2 will only progress with the approval of the Trust project steering group.

Task: Based on the Stage 1 costed plan and the overall strategic vision for the project, produce a set of concept drawings and updated costings for the agreed option/s.

Deliverables:

- Develop concept drawings based on outcomes of Stage 1. This should include as a minimum, visualisations, written and graphic summary of consultation outcomes, illustrative schematic design including plans, preliminary indications of materials and finishes.
- Update cost planning for the defined scope and confirm budgets for future stages of the project.
- Present concept drawings on site to Trust steering group.
- Provide monthly project update report to include site due diligence and outcome of initial conversations with statutory bodies.
- Undertake stakeholder and community consultation on concept drawings. List of project stakeholders will be provided.
- Commence documenting project for the required planning approvals.

Stage 3 – Developed Design

Decision gate: Stage 3 will only progress with the approval of the Trust project steering group and an agreement with FLS on future tenure of the project site.

Task: Based on the feedback from the previous stages, produce a developed design that can be used to achieve planning permission for the project.

Deliverables:

- Developed designs incorporating feedback from previous stages into an appropriately scaled and detailed set of drawings.
- Produce artistic impression of how the design will sit in the landscape.
- Finalise costs for reinstating existing Braes of Foss car park.
- Prepare an updated cost plan for the developed design (including a financial model detailing 5 year running and maintenance costs) and ensure the project is on budget working with the Trust PM.
- Present to Trust project steering group and incorporate feedback.
- Present to project stakeholders (including community consultation), allow for 2 days in person workshop at location near the site and prepare suitable documents for online viewing.
- Provide monthly project update report.
- Finalise planning documentation and all other permissions required to fulfil statutory planning requirements.

3.5. Supplementary Information

A number of supplementary documents have been provided via the appendices. Any further information required to complete a tender bid should be requested from the JMT contact listed in the brief.

3.6. Reporting and Trust Co-ordination:

The lead consultant of the successful submission will be responsible to Kevin Cumming, Regional Delivery Manager – Central as the Trust’s Project Manager.

The lead consultant will be responsible for producing a monthly report and presenting at agreed meetings.

The project will be governed by a Trust steering group, all concepts and design development will be approved by the steering group. Where approval is required by the Trust board of trustees this will be clearly identified.

For any questions, administrative or contract matters, you can contact Kevin Cumming through e-mail at kevin.cumming@johnmuirtrust.org or via 07909 433300.

3.7. Timing

The Service provision shall be effective immediately upon signing of the contract.

4. Conditions for Tendering Participation

All responses and supporting documentation shall become the property of the John Muir Trust and will not be returned. The John Muir Trust ultimately reserves the right throughout this process to select any servicing option that best meets its business requirements and to hold discussions with any and all respondents.

You must agree to the following conditions if you choose to respond to the John Muir Trust regarding this Invitation to Tender:

- Neither issuance of this Invitation to Tender nor receipt of proposal represents a commitment on the part of the John Muir Trust
- The John Muir Trust will not be responsible for, or in any way liable for, any costs incurred by tenderers in the preparation of any responses or presentations relating to this tender process

Neither party shall use the name of the other in publicity releases, referrals, advertising, or similar activity without the prior written consent of the other.

5. Award Criteria

The criteria are as follows; please ensure you include the following in your Tender:

- Experience - Examples of recently completed projects relevant to this work. This should include two references we can contact.
- Team – A brief profile of individual members of the proposed Team, indicating their relevant experience, role and tasks to be undertaken.
- Methodology - A detailed plan outlining the proposed methodology and a full explanation of how the work will be undertaken.
- Timescale - A clear plan showing proposed timescales for the work.
- Cost - Tender submissions should include a detailed breakdown of costs. Pricing should be inclusive of VAT.
- Sustainability – A summary of the sustainability practises that will be used to reduce the project’s impact on the environment.

5.1 Assessment of Proposals

Tenders will not be assessed solely on price. The Trust wishes to deliver this project to a high standard to ensure that there is stakeholder buy-in to the process throughout the life of the project. Therefore, assessment will focus on the following criteria:

- Compliance to specification – methodology captures all aspects of the tender (20%)
- Past performance and track record – track record of delivering high quality similar projects on time to client organisations (20%)
- Capability of completing deliverables – Organisations/individuals have suitable skillset to deliver works. (30%)
- Quality system for deliverables – details of project management, including timescales and cost, and quality assurance arrangements. (10%)
- Proposal price/value for money (20%)

PART 2: CONDITIONS FOR TENDERING

1. Definitions

In addition to the terms defined in the Cover Letter, in these Conditions, the following definitions apply:

- a) **Award Criteria** - the award criteria set out in the Invitation to Tender.
- b) **Bidder** - a person or organisation who bids for the tender.
- c) **Conditions** - the conditions set out in this Tender document.
- d) **Cover Letter** - the cover letter attached to the Tender Information Pack.
- e) **Goods and/or Services** - everything purchased by the John Muir Trust under the contract.
- f) **Invitation to Tender** - the Tender Information, including these Conditions and the Terms and Condition of Purchase/Supply.
- g) **The Trust** - The John Muir Trust, a charitable company limited by guarantee registered in England and Wales (company number SC002061; charity number SC081620) whose registered office is at Tower House, Station Road, Pitlochry, PH16 5AN
- h) **Specification** - any specification for the Goods and/or Services, including any related plans and drawings, supplied by the Trust to the Supplier, or specifically produced by the Supplier for the Trust, in connection with the tender.
- i) **Supplier** - the party which provides Goods and/or Services to the John Muir Trust.

2. The Contract

The contract awarded shall be for the supply of services as outlined above. The Trust reserves the right to undertake a formal review of the contract after two months.

3. Late tenders

Tenders received after the Closing Date will not be considered, unless there are in the Trust's sole discretion exceptional circumstances which have caused the delay.

4. Correspondence

All communications from Bidders to the Trust relating to the tender must be in electronic form and addressed to the persons identified in the Cover Letter. Any request for information should be received by the date specified in the timetable above.

5. Acceptance of tenders

The Trust may, unless the Bidder expressly stipulates to the contrary in the tender, accept whatever part of a tender that the Trust so wishes. The Trust is under no obligation to accept the lowest or any tender.

6. Alternative offer

If the Bidder wishes to propose modifications to the tender (which may provide a better way to achieve the Trust's Specification) these may, at the John Muir Trust's discretion, be considered as an Alternative Offer. The Bidder must make any Alternative Offer in a separate letter to accompany the Tender. The Trust is under no obligation to accept Alternative Offers.

7. Prices

Tendered prices must be shown as both inclusive of and exclusive of any VAT chargeable or any similar tax (if applicable).

8. No reimbursement of tender expenses

Expenses incurred in the preparation and dispatch of the tender will not be reimbursed.

9. Non-Disclosure and Confidentiality

Bidders must treat the Invitation to Tender, contract and all associated documentation (including the Specification) and any other information relating to the Trust's employees, servants, officers, partners or its business or affairs (the "**Confidential Information**") as confidential.

All Bidders shall:

- recognise the confidential nature of the Confidential Information;
- respect the confidence placed in the Bidder by the John Muir Trust by maintaining the secrecy of the Confidential Information;
- not employ any part of the Confidential Information without the Trust's prior written consent, for any purpose except that of tendering for business from the Trust;
- not disclose the Confidential Information to third parties without the Trust's prior written consent;
- not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to the Trust;
- use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties;
- notify the Trust immediately of any possible breach of the provisions of this Condition 9 and acknowledge that damages may not be an adequate remedy for such a breach.

10. Award Procedure

The Trust will appoint a Tender Review Committee who will review the Bidders and their tenders to determine whether they will award the contract to any one of them.

11. Information and Record Keeping

The Trust shall consider any reasonable request from any unsuccessful Bidder for feedback on its tender and, where it is appropriate and proportionate to do so, provide the unsuccessful Bidder with reasons why its tender was rejected. Where applicable, this information shall be provided within 30 business days from (but not including) the date on which the Trust receives the request.

12. Anti-Bribery and Corruption

All Bidders are required to comply fully with the Trust's Anti-Bribery and Corruption Policy (available upon request).

13. Child Protection

All Bidders are required to comply fully with the Trust's Child Safeguarding Policy if applicable (available upon request).

14. Exclusion Criteria

Any Bidder is required to confirm in writing that:

- Neither it nor any related company to which it regularly subcontracts is insolvent or being wound up, is having its affairs administered by the courts, has entered into an arrangement with creditors, has suspended business activities, is the subject of proceedings concerning those matters, or are in any analogous situation arising from a similar procedure provided for in national legislation or regulations;
- Neither it nor a company to which it regularly subcontracts has been convicted of fraud, corruption, involvement in a criminal organisation, any money laundering offence, any offence concerning professional conduct, breaches of applicable labour law or labour tax legislation or any other illegal activity by a judgment in any court of law whether national or international;
- Neither it nor a company to which it regularly subcontracts has failed to comply with its obligations relating to the payment of social security contributions or the payment of taxes in accordance with the legal provisions of the relevant country in which it the Bidder operates.

Any Bidder will automatically be excluded from the tender process if it is found that they are guilty of misrepresentation in supplying the required information within their tender bid or fail to supply the required information.

15. Conflict of Interest / Non Collusion

Any Bidder is required to confirm in writing:

- That it is not aware of any connection between it or any of its directors or senior managers and the directors and staff of the Trust which may affect the outcome of the selection process. If there are such connections the Bidder is required to disclose them.
- Whether or not there are any existing contacts between the Trust, and any other John Muir Trust entity, and if there are any arrangements which have been put in place over the last twenty-four (24) months.
- That it has not communicated to anyone other than the Trust the amount or approximate amount of the tender.
- That it has not and will not offer pay or give any sum of money commission, gift, inducement or other financial benefit directly or indirectly to any person for doing or omitting to do any act in relation to the tender process.

16. Assignment and novation

All Bidders are required to confirm that they will if required be willing to enter into a contract on similar terms with either the Trust or any other John Muir Trust entity if so required.

PART 3: STANDARD TERMS AND CONDITIONS OF PURCHASE/SUPPLY**1 Definitions and Interpretation**

These terms and conditions ("Conditions") provide the basis of the contract between the supplier ("Supplier") and The John Muir Trust (the "Trust"), in relation to the Contractor Agreement ("Agreement") (the Agreement and the Conditions are together referred to as the "Contract"). All references in these terms and conditions to defined terms - Goods, Services, Prices and Delivery - refer to the relevant provisions of the Agreement.

2 Quality and Defects

2.1 The Goods and the Services shall, as appropriate:

- a) correspond with their description in the Agreement and any applicable specification;
- b) comply with all applicable statutory and regulatory requirements;
- c) be of the highest quality and fit for any purposes held out by the Supplier or made known to the Supplier by the Trust;
- d) be free from defects in design, material, and installation; and
- e) be performed with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade.

2.2 The Trust (including its representatives or agents) reserves the right at any time to audit the Supplier's records, inspect work being undertaken in relation to the supply of the Goods and Services and, in the case of Goods, to test them.

3 Ethical Standards

3.1 The Supplier shall observe the highest ethical standards during the performance of its obligations under this Contract including international labour standards promoted by the International Labour Organisation specifically in the areas of child labour and forced labour.

3.2 The Supplier, its suppliers and sub-contractors shall comply with all environmental statutory and regulatory requirements and shall not in any way be involved in (a) the manufacture or sale of arms or have any business relations with armed groups or governments for any war related purpose; or (b) terrorism, including checking its staff, suppliers and sub-contractors against the following sanctions lists: UK Treasury List, EC List, OFAC List and US Treasury List.

3.3 The Supplier shall comply with the following Trust Policies, which are available upon request: Child Safeguarding; and Anti-Bribery and Corruption.

4 Delivery / Performance

4.1 The Goods shall be delivered to, and the Services shall be performed on the date or within the period stated in the Agreement. Time shall be of the essence in respect of this Condition 4.1.

4.2 Where the date of delivery of the Goods or of performance of Services is to be specified after issue of the Agreement, the Supplier shall give the Trust reasonable written notice of the specified date.

- 4.3 Delivery of the goods shall take place and title in the Goods will pass on the completion of the physical transfer of the goods from the Supplier or its agents to the Trust or its agents at the address specified in the Agreement.
- 4.4 Risk of damage to or loss of the Goods shall pass to the Trust in accordance with the relevant provisions of Incoterms rules as in force at the date the Contract is made or, where Incoterms do not apply, risk in the Goods shall pass to the Trust on completion of delivery.
- 4.5 The Trust shall not be deemed to have accepted any Goods or Services until the Trust has had reasonable time to inspect them following delivery and/or performance by the Supplier.
- 4.6 The Trust shall be entitled to reject any Goods delivered or Services supplied which are not in accordance with the Contract. If any Goods or Services are so rejected, at the Trust's option, the Supplier shall forthwith re-supply substitute Goods or Services which conform with the Contract. Alternatively, the Trust may cancel the Contract and return any rejected Goods to the Supplier at the Supplier's risk and expense.

5 Indemnity

- 5.1 The Supplier shall indemnify the Trust in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Trust as a result of or in connection with any act or omission of the Supplier or its employees, agents or sub-contractors in performing its obligations under this Contract, and any claims made against the Trust by third parties (including claims for death, personal injury or damage to property) arising out of, or in connection with, the supply of the Goods or Services.

6 Termination

- 6.1 The Trust may terminate the Contract in whole or in part at any time and for any reason whatsoever by giving the Supplier at least one week's written notice.
- 6.2 The Trust may terminate the Contract with immediate effect by giving written notice to the Supplier and claim any losses (including all associated costs, liabilities and expenses including legal costs) back from the Supplier at any time if the Supplier:
 - a) becomes insolvent, goes into liquidation, makes any voluntary arrangement with its creditors, or becomes subject to an administration order; or
 - b) is in material breach of its obligations under the Contract or is in breach of its obligations and fails to remedy such breach within 14 days of written request from the Trust.
- 7.3 In the event of termination, all existing purchase orders must be completed.

7 Supplier's Warranties

- 7.1 The Supplier warrants to the Trust that:
 - a) it has all necessary internal authorisations and all authorisations from all relevant third parties to enable it to supply the Goods and the Services without infringing any applicable law, regulation, code or practice or any third party's rights;
 - b) it will not and will procure that none of its employees will accept any commission, gift, inducement or other financial benefit from any supplier or potential supplier of the Trust; and

- c) the Services will be performed by appropriately qualified and trained personnel, with the best care, skill and diligence and to such high standard of quality as it is reasonable for the Trust to expect in all the circumstances.

8 Force majeure

- 8.1 Neither party shall be liable for any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by an event that is beyond that party's reasonable control (a "Force Majeure Event") provided that the Supplier shall use best endeavours to cure such Force Majeure Event and resume performance under the Contract.
- 8.2 If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 14 days, the Trust may terminate the Contract immediately by giving written notice to the Supplier.

9 Personal data and confidentiality

- 9.1 The Supplier shall sign a separate confidentiality agreement included at Appendix 3.

10 General

- 10.1 The Supplier shall not use the Trust's name, branding or logo other than in accordance with the Trust's written instructions or authorisation.
- 10.2 The Supplier may not assign, transfer, charge, subcontract, novate or deal in any other manner with any or all of its rights or obligations under the Contract without the Trust's prior written consent.
- 10.3 Any notice under or in connection with the Contract shall be given in writing to the address specified in the Order or to such other address as shall be notified from time to time. For the purposes of this Condition, "writing" should be via email.
- 10.4 If any court or competent authority finds that any provision of the Contract (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 the Contract shall not be affected.
- 10.5 Any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by both parties.
- 10.6 The Contract shall be governed by and construed in accordance with Scottish Law. Parties irrevocably submit to the exclusive jurisdiction of the courts of to settle any dispute or claim arising out of or in connection with the Contract or its subject matter or formation.
- 10.7 A person who is not a party to the Contract shall not have any rights under or in connection with it.