

13 May 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: Terms and Conditions of Purchase (which will be signed by the successful bidder)

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

1. Tenders, and any queries about the tender, are to be submitted electronically to Kevin Lelland, the Trust's Director of Development and Communications, [kevin.lelland@johnmuirtrust.org](mailto:kevin.lelland@johnmuirtrust.org). Final tenders will then be collated and assessed by a Tender Review Panel.
2. Your return tender must be received not later than **5pm on 17th June 2022**. Failure to meet the Closing Date may result in the tender being void.

Contractors will receive notification regarding the success of their bid by 5pm Friday 24<sup>th</sup> June. 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.

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

Yours faithfully,

Kevin Lelland  
*Director of Development and Communications*  
*The John Muir Trust*

## PART 1: TENDER INFORMATION

### 1. Introduction

The John Muir Trust (JMT) 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](http://www.johnmuirtrust.org)

On the Isle of Skye JMT owns and manages the three adjoining properties of Sconser, Strathaird and Torrin covering 12,000ha (30,000acres). This land is a dramatic landscape that includes much of the Red Cuillin and the single Munro outside of the main Black Cuillin ridge, Blabheinn. Much of the land is under crofting tenure with the associated crofting settlements of Sconser, Torrin and Elgol. It works with these communities to manage these areas and more widely with the general public to connect with, care for and restore wild places.

The site at Strathaird includes both crofted (1295ha) and non crofted land (4896ha) and is made up of several core elements:

- A former church building occupies a prominent location on the site and is an important cultural and historical memory for the local community. It is currently diminished by being incorporated into an agricultural steading and while the Trust reroofed the structure in recent years in order to conserve it, this is at best a short-term solution.
- The former Strathaird Farm at Kilmarie on the Elgol peninsula is historically one of the most fertile areas on Skye. The more fertile land has most recently been utilised through informal arrangements with crofters in the local community. There is a cluster of modern portal frame buildings surrounding the shell of a historic church building forming a steading.
- JMT has recently purchased a former fish hatchery adjacent to the farm steading, which used to make use of water from the Abhainn Cille Mhaire and its associated man-made loch with dam walls.
- There are several residential buildings located at Kilmarie requiring assesment.

The farm, hatchery, residential buildings, church and lochan has an attractive setting with a wooded entrance close to the shore, grass fields on rising slopes, and the lower slopes of Blabheinn for a backdrop. A popular walking route to a remote bay, Camasunary, commences approximately 400m to the south of the farm and hatchery entrance. Large numbers of visitors

drive past the site daily as they explore the Elgol peninsula and travel to take boat trips from Elgol pier.

## 2. Our Intentions and Goals of the Project

**Project Goal:** The John Muir Trust is seeking tenders to carry out work that will provide an overall assessment of the opportunities offered at the site at Strathaird in the context of the wider landscape. The work will explore a range of options for sensitive development of the site that bring a wide range of benefits for the community, visitors and wild places. This will be done through a combined community and stakeholder consultation, options appraisal and master planning exercise.

### 2.1. Provisional timetable

Activity	Date
Issue Tender Notice and Invitation to Tender	16/05/2022
Proposals should be submitted by	5.00pm 17/06/2022
Tender Review Date	w/b 20/06/2022 -
Tenderers informed of decision by	5.00pm 24/06/2022

## 3. Description of Service

### 3.1. Title: Reimagining Strathaird

**3.2. Objective:** The natural setting, the removal of third-party interest in the hatchery site, and the nearby access point to Camasunary offer JMT an opportunity to deliver a special project at the site. The project could combine elements that deliver JMT's goals of managing wild places, engaging people with wild places and at the same time potentially provide new land, employment and housing opportunities to support and strengthen the local community.

### 3.3. Scope of Work

JMT would like to explore a range of options for sensitive development, community strengthening and public engagement on the site by conducting a combined community and stakeholder consultation, options appraisal and master planning exercise. The expected outcome would be a clear plan to deliver a programme of land use change over a defined time period and to identify within that what components would be best delivered by JMT, the community, or other actors.

JMT's initial thinking is to deliver some or all of the following key components to further its conservation goals:

- Trail head information and interpretation
- A field centre for research and study of wild places
- A visitor centre/visitor interpretation facilities
- A permanent Trust office facility

It would also like to explore all options, that could potentially deliver the following benefits for the community:

- Affordable housing opportunities on the farmland, either with or without associated land. This could be a mix of smallholdings with houses available under a range of tenures, with consideration to be given to providing suitable accommodation for the elderly and less able within the community.
- Possible provision of economic opportunities through provision of hot desking or small commercial properties to let.
- Restoration or remembrance of the former church building. The building occupies a prominent location on the site and a prominent role in the cultural and historical memory of the local community. It is currently diminished by being incorporated into the agricultural steading. The Trust reroofed the structure in order to conserve it in the short to medium term. However, the east facing wall is moving out of line and the building may have to be demolished. If that is the case JMT would like to retain the memory of it by having at least one building on site drawing architectural inspiration from its structure.

In order to deliver these positive benefits for the community and visitors JMT would also require consideration and options relating to:

- The removal of the industrial farm buildings and deer larder
- Appropriate design to ensure smooth circulation around the site by different users and the avoidance of conflict between uses including:
  - The potential creation of a circular walking route around the loch, while avoiding unnecessary disturbance to a standing stones site
  - Sensitive signage provision including use of Gaelic and or visitor languages
  - Car parking provision that respects the nature of the site and fits with the JMT ethos of minimising visual impact upon the landscape

A significant element of this work will be consultation with the local community and stakeholders. This will include, but not be limited to, members of the communities who live near Strathaird on the Elgol peninsula, members of the local crofting community, the Highland Council and other local NGOs and community groups.

JMT expects its future developments and operations to be “carbon credible” so the study should consider how to minimise carbon output in construction operations and the operation of finished facilities.

JMT would like this work to be achieved within the context of the wider setting, particularly that of the Elgol peninsula. The study is therefore expected to take into consideration the opportunities to improve infrastructure provision including interpretation, signage and JMT messaging throughout the area, including appropriate language, cultural and historical information. It should also consider how visitors may be better managed and directed to limit the impacts of large numbers of vehicles on single track roads and sensitive landscapes. This would include the potential for appropriately scaled campervan and parking provision in suitable locations. It would also take into account the potential for a visitor facility at Sligachan which may be developed by the Trust.

### 3.4. Project Details

There are a number of particular issues that need to be addressed as part of the study:

- **Existing Built properties.** These comprise:
  - Hatchery building. It has a floor area of approx. 500m<sup>2</sup> Consideration should be given as to whether its basic structure could be repurposed e.g. for a field centre, or whether it would need to be demolished and material reused or removed from site.
  - Hatchery House. A typical 1980’s “kit” house which is poorly sited, is now in poor condition, and would need significant upgrading to meet future energy efficiency standards. Removal may be appropriate.
  - 2 semi-detached traditional units adjacent to the B8083 Elgol road. A separate condition survey is being carried out of these buildings.
  - The former church building. An assessment of its safety and potential for preservation or need for removal is required.
- **Field Centre/Visitor Centre.** JMT has volunteer groups and individual workers that visit Strathaird. The ability to house these would be helpful, as would the ability to have a suitable building to support field research and/or host organisations seeking to connect people with wild places. JMT would like to consider the merits of a visitor centre in addition to a field centre. The study should consider the needs of such facilities and how one or both may be accommodated on the site. Potential interpretation ideas for a visitor centre (or which may be delivered outdoors) include:
  - The landscape of the area progressing through different geological and habitat types from ‘Sea to Summit’.
  - Deer and grazing management
  - Salmon life cycles and local fishing history
  - A cultural history of land use ‘from standing stones to present day.’

The study should identify indicative capital costs for a suitable facility and develop appropriate financial modelling to show potential annual revenue and expenditure costs of such an operation.

- **Loch and Dams.** The loch was created or expanded by building 2 dam walls. The loch provides a significant point of interest for visitors. What are the different landscape and use options associated with keeping the loch or removing the dams and allowing natural processes to operate in the river?
- **Public Access & Engagement.** The route to Camasunary (and on to Sligachan) starts close to the farm. The parking area is too small and in peak season cars are parked in many unsuitable spots by the roadside. There is also limited opportunity to engage walkers with JMT's core messaging. The study should explore what opportunities there are to provide alternative parking and an access route through the farm, by the loch and on to join the Camasunary path. Additionally, the study should explore:
  - Whether a circular route around the loch be created for less active users (all abilities access preferred)
  - Whether the path(s) can be used as a means to engage visitors with suitable and landscape-appropriate messaging
  - What options there may be to support thru hiking to or from Sligachan.
- **Wider Visitor Management.** Limited signage and interpretation, and limited parking and formal camping opportunities result in increased congestion and indiscriminate parking of cars and campervans by the road from Torrin to Elgol. The study should look at the options to support 'slow tourism' to create more stopping opportunities for visitors and minimise pressure on locations. This should include an assessment of a site at Failean (Grid Ref: NG568200) for a potential regulated campsite for development by, or lease to, a community or private operator.
- **Community Opportunities.** JMT firmly believes that wild places build a better society when: nature has the freedom to repair itself; people have the freedom to enjoy the benefits; and communities have the freedom to thrive. JMT promote these three freedoms for wild places. It wants to be a responsible landowner and make new opportunities available for the local community. The study should therefore consider:
  - What opportunities there may be to create smallholdings to provide new live/work locations for those with the means to establish a business and build a house.
  - How new affordable housing opportunities could be created to enable more younger families to live in the area and provision made for older people whose current housing is no longer suitable.
  - What community workspace provision could be created; either by sharing a JMT facility or as standalone units.

- What facilities or infrastructure could be created that could be used by the community in addition to their use by JMT/visitors in a way that would enhance the social value of the properties.
- **Landscaping.** JMT is a wild places charity and therefore developments need to be landscape sensitive. The study should consider how developments can fit in the landscape and how they can be made less visible through the judicious use of soft landscaping. This could include a patchwork of native tree planting to shield and define specific land uses.

In carrying out the study it is essential that the consultancy team engage constructively with the local community throughout the process. JMT wants to give the community new opportunities and to explore what might be appropriate to the Trust's charitable objectives balanced with the the desires of the local community.

### 3.5. Management and Outputs

The successful applicant will report to Kevin Lelland throughout the contract on a regular basis.

A minimum of 2 site visits would be expected so that the successful team can familiarize themselves with JMT staff involved in the project, the local community, the properties, and the island and its unique challenges first hand.

Outputs required are:

- A report containing an overall assessment of the opportunities offered by incorporating:
  - The results and analysis of the community and stakeholder consultation and the opportunities and considerations identified
  - An assessment of the former farm in its landscape setting
  - Options for the repurposing, redevelopment or removal of all existing buildings
  - Options for delivering community social, economic and environmental benefits
  - Potential option layouts for delivering the multiple objectives of the study
  - Indicative capital costs and revenue budgets for the different proposals, and identification of potential funding sources to deliver them
- A business plan incorporating:
  - A masterplan of the area to be developed with phasing as appropriate
  - A plan for the repurposing, redevelopment or removal of all existing buildings
  - Identification of those elements to be delivered by JMT, the community and/or other actors, including any potential partnership projects
  - 5 year financial projections for selected options to be delivered by JMT
  - A risk analysis for the different elements of the project

### **3.6. Reporting and The John Muir Trust Co-ordination:**

For any questions, administrative or contract matters, you can reach us through e-mail at [Kevin.lceland@johnmuirtrust.org](mailto:Kevin.lceland@johnmuirtrust.org)

### **3.7. Timing**

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

3.7.2. The tender report should ideally be produced by the end of October 2022. If this is not deemed possible, the tender should detail and propose an alternative timeframe when the report can be submitted.

## **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. Required Skills**

The Trust is seeking tender responses from suitably qualified organisations to undertake this work. The consultant/consultancy team will be required to demonstrate skills and experience in the following:

- Understanding and reconciling differing land and asset management objectives in complex projects
- Masterplanning
- Community engagement
- Understanding the economy, culture and heritage of the local area.



## 6. Award Criteria

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

- Experience - A summary of recently completed projects relevant to this work
- Team - A brief profile of individual members of the proposed Team, indicating their relevant experience, role and specific tasks to be undertaken
- Methodology - A statement 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 the daily rate and number of days work proposed by individual members of the tea. Pricing should be inclusive of VAT

## 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, these Conditions,
- g) **John Muir 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 John Muir Trust to the Supplier, or specifically produced by the Supplier for John Muir 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 John Muir 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 John Muir Trust's sole discretion exceptional circumstances which have caused the delay.

### 4. Correspondence

All communications from Bidders to the John Muir 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 John Muir Trust may, unless the Bidder expressly stipulates to the contrary in the tender, accept whatever part of a tender that The John Muir Trust so wishes. The John Muir 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 John Muir 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 John Muir Trust is under no obligation to accept Alternative Offers.

## 7. Prices

Tendered prices must be shown as both inclusive of and exclusive of any Value Added Tax 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 John Muir 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 John Muir Trust's prior written consent, for any purpose except that of tendering for business from the John Muir Trust;
- not disclose the Confidential Information to third parties without the John Muir Trust's prior written consent;
- not employ their knowledge of the Confidential Information in any way that would be detrimental or harmful to the John Muir Trust;
- use all reasonable efforts to prevent the disclosure of the Confidential Information to third parties;
- notify the John Muir 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 John Muir Trust's Tender Review Committee 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 John Muir 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 John Muir Trust receives the request.

## **12. Anti-Bribery and Corruption**

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

## **13. Child Protection**

All Bidders are required to comply fully with The John Muir 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 John Muir 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 John Muir Trust, and any other The 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 John Muir 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 John Muir Trust or any other The John Muir Trust entity if so required.

## **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, workmanship 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 A.

## **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.