



National Trust

Request for Quotation

**Minnowburn Beeches Car Park Project
Improvements to Minnowburn Car Park and related works**

Project No. 10038395

Date of Issue: 09/09/2022

Deadline Date for Quotations: 30/09/2022

Prepared by: Tony Fearon

Supported by



Department of
**Agriculture, Environment
and Rural Affairs**

Definitions Table:

Opportunity	The requirement that the Trust is seeking a quotation on this RFQ
RFQ	Request for Quotation
Supplier(s)	Any organisation providing a response to this RFQ
the Trust(s)	The National Trust

Part 1 - Introduction

1a) The National Trust

In 1895 three Victorian philanthropists, concerned about the impact of uncontrolled development and industrialisation, set up the National Trust (the 'Trust') to act as a guardian for the nation in the acquisition and protection of threatened coastline, countryside, and buildings. With our staff, members, volunteers, and supporters, we are now the biggest conservation charity in Europe. Everyone can get involved, everyone can make a difference.

We protect and care for places so people and nature can thrive. Many millions share the belief that nature, beauty and history are for everyone. So, we look after the nation's coastline, historic sites, countryside, and green spaces, ensuring everyone benefits.

From wild and precious places to the world outside your window, the National Trust offers access, enjoyment, and a chance for everyone to help out. Nature and the historic environment are under threat. They are essential to everyone; they enrich people's lives and are part of the fabric of society and they urgently need more care.

The National Trust is a registered charity, completely independent of the Government and therefore relies totally on the generosity of our members, visitors, and other ad hoc supporters to continue this important work.

For more information on the National Trust, please visit www.nationaltrust.org.uk

**Nature, beauty, history.
For everyone, for ever.**

1b) Conditions of this Request for Quotation (RFQ)

- i. In submitting a Response to this RFQ it will be implied that you accept all the provisions of this RFQ including these conditions.
 - ii. This RFQ sets out the Trust's requirements and seeks a quotation for the *Improvements to Minnowburn Car Park* at Minnowburn Beeches, Northern Ireland, as described in Part 2 and in supporting documents.
 - iii. This RFQ does not form a purchase order or other commitment to purchase. The Trust does not guarantee to award any order or contract as a result of this process.
 - iv. The Trust makes no obligations or undertaking in any way to offer any other commitment to suppliers whatsoever, including any intention to form a contract with any supplier for provision of work beyond what is stated in Part 2.
 - v. For any order or contract that is entered into as a result of this RFQ process the Trust's standard Terms and Conditions will apply, a copy contained in Part 4.
 - vi. Participating companies will bear their own costs, and seek appropriate advice, for the preparation of their quotation.
 - vii. The information contained in this RFQ and the supporting documents and in any related written or oral communication is believed to be correct at the time of issue, but the Trust will not accept any liability for its accuracy, adequacy or completeness and no warranty is given as such. This exclusion does not extend to any fraudulent misrepresentation made by or on behalf of the Trust.
- You may submit, by no later than **noon, 30th September 2022**.

Any queries that you have relating to this RFQ, please submit such queries by email to tony.fearon@nationaltrust.org.uk and stevie.mcmullan@nationaltrust.org.uk

As far as is reasonably possible, the Trust will respond to all reasonable requests for clarification of any aspect of this RFQ and supporting documents, if made before the above deadline. The Trust will aim to provide its response within 2 working days. No queries received after the above deadline will be answered.

The Trust reserves the right to issue the response to any query raised by you to all participating suppliers unless you expressly require it to be kept confidential at the time the query is raised. If the Trust considers the contents of the query not to be confidential, it will inform you and you will have the opportunity to withdraw the query.

- viii. It is intended that the remainder of this procurement will take place in accordance with the provisions of this RFQ, but the Trust reserves the right to terminate, amend or vary the procurement process or timelines by notice to all participating suppliers in writing. The Trust will accept no liability for any losses caused to you because of this.
- ix. All National Trust suppliers are required to register on the supplier database 'Proactis' providing company contact, address, and bank account details to enable prompt payment of invoices. There is no charge to register.
- x. The National Trust will only engage building contractors who are registered with Constructionline and an SSIP (Safety Schemes in Procurement).

1c) Instructions for Quotation

Quotations must be sent by email to tony.fearon@nationaltrust.org.uk and stevie.mcmullan@nationaltrust.org.uk no later than the deadline date.

1d) Statement of Confidentiality

The contents of this document together with all other information, materials, specifications, or other related documents provided by the National Trust shall be treated at all times by the Supplier as confidential information.

The Supplier shall not disclose any such information, materials, specifications, or other related documents to any third parties or any other part of its group or use any such documents and materials for any purpose other than for the preparation and submission of a response to this document. The Supplier must seek the approval of the National Trust representative named in this RFQ before providing this document or any other information, materials, specifications, or related documents to any third parties. The Supplier shall ensure that all third parties to whom disclosure is made shall keep any such information, materials, specifications, or other documents confidential and shall not disclose them or any part of them to any other person or party.

The Supplier shall not publicise the existence of this Opportunity without the prior written consent of the National Trust.

The National Trust in turn confirms that it will treat all information provided to it by the Supplier as confidential and further confirms that such information shall not be disclosed by it to any third parties other than its advisers and consultants. All intellectual property rights in this document and all materials provided by the National Trust or its professional advisers unless specifically stated otherwise are and shall remain the property of the National Trust and are protected by copyright.

1e) Timetable of events:

The estimated key dates for the remainder of the procurement procedure are set out in the table below. These dates are subject to change:

Activity	Anticipated dates
RFQ issued	09/09/2022
Return of RFQ	30/09/2022
Appointment confirmed	14/10/2022

Part 2 – Requirements

We are seeking a quotation for the appointment of a Principal Contractor to undertake Improvement works to Minnowburn Car Park, principally to deliver a carefully planned and laid out car park with increased capacity incorporating Sustainable Urban Drainage Systems (SUDS) with disabled parking spaces and, by introducing appropriate paths and connections, will provide access for all to the riverbank paths. Planning permission has already been secured for this project. Please read in conjunction with documents included within this RFQ package: 2221704ig, Approval of Planning Permission, Block Plan, Construction Management Plan, Permeable Asphalt Solution guide, Retaining Wall, Roads & Access Strategy, Root protection and planting schedule, Roadways drawing and Tree and Landscaping Strategy, Invasive species management plan.

Outline of the main requirements:

Design & Build quotation for the entire project.

This project should deliver a reconfigured car park with optimised disabled parking, bicycle racks and, crucially, additional infrastructure in the form of a ramp providing access for those with additional mobility needs to the riverbank path and wider Lagan Towpath network.

Path surface around pond - relook at resurfacing and re-route and making the area more accessible friendly.

NB The entire proposed site shall have a permeable surface, as per P1 form, and a Terram Geocell textile layer with gravel included as shown in the Tree and Landscaping Strategy.

Reason: To prevent polluting discharges entering local watercourses and adversely impacting site integrity of Belfast Lough Ramsar/SPA/Open Water SPA and the East Coast marine proposed SPA

Also

- Develop a detailed schedule of works.
- Establish an itemised preconstruction cost estimate based on the detailed schedule of works.

This project must be completed by 31/03/2023 due to funding stipulations.

Following an initial assessment of proposals, it is our intention to score bids in the following manner:

Quality Criteria (scored)	20%
Methodology of delivery of specification (10%) Resourcing Plan (10%)	
Cost criteria (scored)	40%
Time for completion of project within funding deadline	40%

In responding to this RFQ, please provide:

- a) Your Company address and contact details.
- b) Your pricing structure clearly and concisely including complete visibility of all costs required in the delivery of this Opportunity – no surprises.
- c) The period of validity of your offer.
- d) For building contractors, please confirm your willingness to register on Constructionline and with an SSIP or provide details of your existing Constructionline and SSIP scheme membership.

Part 3 – Information required

1.1	Q	Are the requirements laid out within this RFQ achievable by your company and within the required timescales? <i>Particular attention is drawn to the required completion date of 31/03/2023</i> . If not, what adjustments would need to be made and reasons why?
	A	

1.2	Q	Please provide estimated time scales for completion of the various requirements, outlined below:														
	A	<table border="1"> <thead> <tr> <th>Activity</th> <th>Anticipated dates</th> </tr> </thead> <tbody> <tr> <td>RFQ issued (NT)</td> <td>09/09/2022</td> </tr> <tr> <td>Return of RFQ (NT)</td> <td>30/09/2022</td> </tr> <tr> <td>Appointment confirmed (NT)</td> <td>14/10/2022</td> </tr> <tr> <td>Schedule of Works for Minnowburn Car Park improvement</td> <td>TBC</td> </tr> <tr> <td>Improvement works to commence on site</td> <td>TBC</td> </tr> <tr> <td>Improvement works to complete on site</td> <td>TBC</td> </tr> </tbody> </table>	Activity	Anticipated dates	RFQ issued (NT)	09/09/2022	Return of RFQ (NT)	30/09/2022	Appointment confirmed (NT)	14/10/2022	Schedule of Works for Minnowburn Car Park improvement	TBC	Improvement works to commence on site	TBC	Improvement works to complete on site	TBC
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1.3	Q	Please provide details of how you will abide by relevant legislation, work with the property and project team to prevent any damage to the natural environment and its flora and fauna:
	A	

1.4	Q	Provide costings for all required works with a clear breakdown of costs under the following headings. Please clearly state anything that is not included in the cost:
	A	<ol style="list-style-type: none"> 1. Design costs for the Project 2. Site Mobilisation Costs 3. Excavation and Disposal 4. Permeable resurfacing of Car Park 5. Road marking 6. Retaining wall 7. Kerbing 8. Bicycle Racks 9. Resurfacing and improving access around pond area 10. Create a detailed schedule of works for tendering purposes 11. Prepare a pre-tender estimate 12. Unit cost details for other chargeable expenses including travel etc. if not included within the items listed above 13. Hourly rates for key personnel for work over and above the agreed scope

1.5	Q	Supplier Declaration – I declare that to the best of my knowledge the answers submitted in this response are correct.
	A	

1.6	Q	I understand that the information will be used in the process to assess my organisation's suitability to bid for the National Trust's requirement and I am agreeing to this on behalf of my organisation.
	A	

1.7	Q	Please provide the Name, Job Title, details of any Relevant professional membership, Telephone Number and Email Address for your nominated key contact(s).
	A	

Part 4 – Terms and Conditions of Contract

NATIONAL TRUST GENERAL TERMS AND CONDITIONS FOR PURCHASE

INTERPRETATION

In these Contract Terms, the following definitions apply:

"Contract" means each contract for the supply of Goods and/or Services in accordance with the Contract Terms;

"Contract Terms" means these general terms and conditions of purchase and any special conditions agreed in writing between the Purchaser and the Supplier;

"Goods" means the goods (or any part of them, including any instalment, component, part of or raw materials used in such goods) described in an Order;

"Materials" All copy, design work, artwork, reports, information and other materials generated or supplied by the Supplier in the course of providing the Goods and/or Services.

"Purchaser" means the company or body within the Purchaser Group which is named on the Order;
 "Purchaser Group" means the National Trust for Places of Historic Interest or Natural Beauty, registered charity number 205846 (the "National Trust") and any company or legal entity controlling, controlled by or under common control with the National Trust. In this definition "control" means the ownership directly or indirectly of 50% or more of the voting shares or the power to direct or cause the direction and management of the affairs and policies of a company or legal entity in accordance with its wishes;
 "Order" means the Purchaser's purchase order for Goods and/or Services;
 "Services" means the services (if any) described in the Order;
 "Specification" means any description or specification for the Goods (including related plans and drawings), or Services agreed in writing by the Purchaser and the Supplier; and
 "Supplier" means the person, firm or company from whom the Purchaser purchases the Goods and/or Services.

1 BASIS OF PURCHASE

- 2.1 An Order constitutes an offer by the Purchaser to purchase the Goods and/or acquire the Services subject to the Contract Terms.
- 2.2 The Order shall be deemed to be accepted on the earlier of:
 - 2.2.1 the Supplier accepting the Purchaser's Order; or
 - 2.2.2 any act by the Supplier consistent with fulfilling the Order, including (a) the commencement of any work by the Supplier, or (b) the delivery of any Goods or the performance of any Services by or on behalf of the Supplier, on which date the Contract shall come into existence.
- 2.3 The Contract Terms shall apply to each Contract to the exclusion of any other terms and conditions which the Supplier purports to incorporate, including any terms and conditions on any quotation which has been given to the Purchaser or to which the Supplier refers when accepting the Order.
- 2.4 No variation to the Contract, including to an Order or to the Contract Terms, shall be binding unless agreed in writing by the Purchaser's authorised representative.
- 2.5 To the extent that any special conditions agreed in writing between the Purchaser and the Supplier are inconsistent with these general terms and conditions of purchase, the provisions of the special conditions shall prevail.

3 SUPPLY OF GOODS

- 3.1 The Supplier shall ensure that the Goods shall:
 - 3.1.1 correspond with the Order (including as to quantity and description) and any applicable Specification and/or sample.
 - 3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Purchaser, expressly or by implication.
 - 3.1.3 be free from defects in design, materials and workmanship; and
 - 3.1.4 be marked in accordance with the Purchaser's instructions and any applicable regulations or requirements of the carrier and properly packed and secured so as to reach their destination undamaged and in good condition.
- 3.2 Goods made to the Purchaser's bespoke Specification shall not be manufactured for or supplied to any other party.
- 3.3 The Supplier shall inform the Purchaser of any information relating to possible risks to health and safety and environmental issues related to the Goods. The Supplier shall provide to the Purchaser on request such other information about the Goods as the Purchaser requires.

4 SUPPLY OF SERVICES

- 4.1 The Supplier shall for the duration of the Contract supply the Services to the Purchaser in accordance with the terms of the Contract, any applicable Specification and the instructions of the Purchaser.
- 4.2 The Supplier shall meet any performance dates specified in the Order or that the Purchaser notifies to the Supplier and time are of the essence in relation to any performance dates.
- 4.3 The Supplier shall:
 - 4.3.1 perform the Services diligently and with all due skill and care and in accordance with good industry practice in the relevant trade(s);
 - 4.3.2 ensure that the Services are performed by appropriately trained and qualified personnel; and
 - 4.3.3 not do or omit to do anything which may cause the Purchaser to lose any licence, authority or other permission upon which it relies for the purpose of conducting its business.

5 INSPECTION AND TESTING

The Purchaser shall be entitled to inspect and test the Goods prior to dispatch and to test the Services at any time during performance, without relieving the Supplier of the Supplier's obligations under the Contract. The Supplier shall provide the Purchaser with such reasonable assistance as it may require in order to carry out such inspection or testing. If following such inspection or testing the Purchaser considers that the Goods and/or Services do not comply or are unlikely to comply with the Contract, the Supplier shall promptly take such remedial action as is necessary to ensure compliance.

6 PRICE

- 6.1 The price of the Goods and Services shall be as stated in the Order and, unless otherwise so stated, shall be exclusive of any applicable VAT and inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery. Any additional charges agreed with the Purchaser before delivery, such as overnight or small order charges, must be shown separately on the Supplier's invoice.
- 6.2 No increase in the price may be made for any reason without the Purchaser's prior written consent.
- 6.3 In respect of the Services, the price shall be the full and exclusive remuneration of the Supplier in respect of its performance of the Services, including all costs and expenses of the Supplier incurred in connection with the performance of the Services, unless otherwise agreed in writing in advance by the Purchaser.

7 PAYMENT

- 7.1 Unless otherwise stated by the Purchaser, the Purchaser shall pay the price of the Goods and/or Services 30 days from the later of (a) the date of invoice, or (b) the date the Goods and/or Services are received, provided that a valid invoice, quoting the Order number, is received by National Trust Supplier Invoices at PO Box 352, Darlington, DL1 9QQ or supplierinvoices@nationaltrust.org.uk and provided that the Supplier has complied with clause 7.4.
- 7.2 Time of payment shall not be of the essence.
- 7.3 The Purchaser may set off against the price any sums owed to the Purchaser by the Supplier.
- 7.4 The Supplier will sign up to the Proactis portal using the process set out by the Purchaser to enable payment to be made using the Purchaser's systems. The Supplier shall keep their Proactis account details confidential at all times.

8 DELIVERY

- 8.1 The Supplier shall deliver the Goods on the date specified in the Order or such other date as agreed in writing between the parties.
- 8.2 Delivery shall be deemed to be made on receipt of the Goods and/or Services by the Purchaser at the place of delivery specified in the Order during the Purchaser's normal business hours in accordance with the terms of the Contract.
- 8.3 Time of delivery of the Goods is of the essence.
- 8.4 A delivery note quoting the Order number must accompany each delivery.
- 8.5 The Supplier must not deliver the Goods in instalments unless previously agreed in writing with the Purchaser. If Goods are to be delivered in instalments, the Contract will be treated as a single contract and not severable.

9 RISK AND TITLE

- 9.1 Risk of damage to or loss of the Goods shall pass to the Purchaser on delivery in accordance with the Contract.
- 9.2 Title to the Goods shall pass to the Purchaser on delivery or, if earlier, when payment for the Goods is made.
- 9.3 If the Purchaser properly rejects any Goods the risk in and title to those Goods shall revert to the Supplier.

10 COMPLIANCE

- 10.1 The Supplier shall comply with all applicable statutory and regulatory requirements, regulatory policies, guidelines or industry codes relating to the manufacture, product safety, packaging, labelling, sale, storage, handling and delivery of the Goods and performance of the Services, including concerning hazardous substances.
- 10.2 The Supplier shall not engage in any activity, practice or conduct that would constitute an offence under the Bribery Act 2010 or the Modern Slavery Act 2015 and shall notify the Purchaser promptly in the event that it is subject to any investigation in respect of bribery or modern slavery.
- 10.3 The Supplier shall have and maintain in place throughout the term of this Agreement policies and procedures relating to (and) modern slavery and supply chains and anti-bribery.
- 10.4 The Supplier shall ensure that the Purchaser's use of any Materials will not infringe the intellectual property rights of any third party.
- 10.5 The Supplier shall at all times whilst on the Purchaser's premises (and shall procure that its employees, agents and subcontractors) observe and comply with all health and safety rules and regulations and any other security and safety requirements and rules that apply to those premises, copies of which shall be supplied on request.
- 10.6 The Supplier shall ensure that at all times it has and maintains any licenses, permissions, consents or other permits it requires to carry out its obligations under the Contract.

11 RIGHTS AND REMEDIES ON DEFAULT

- 11.1 Without prejudice to any other right or remedy available to the Purchaser, if any Goods are not supplied or Services are not performed on the due date or in accordance with the Contract then the Purchaser shall be entitled to:
 - 11.1.1 terminate the Contract or Order (or any part of an Order) with immediate effect by giving written notice to the Supplier;
 - 11.1.2 reject the Goods (in whole or in part) whether or not title has passed and return those Goods to the Supplier at

- the Supplier's expense;
- 11.1.3 require the Supplier to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within seven days;
- 11.1.4 treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the price already paid whether or not on previous occasions of the Supplier's breach the Purchaser has required or given the opportunity to the Supplier to repair the Goods or to supply replacement Goods or Services;
- 11.1.5 purchase substitute items or services elsewhere and recover from the Supplier any loss or additional costs incurred; and/or
- 11.1.6 claim damages for any additional losses or expenses incurred by the Purchaser arising from the Supplier's failure to supply Goods or Services in accordance with the Contract.
- 12 **INDEMNITY**
- 12.1 The Supplier shall indemnify the Purchaser in full against all liabilities, losses (whether direct or indirect and including loss of profits) and expenses (including legal expenses) awarded against or incurred by the Purchaser as a result of or in connection with:
- 12.1.1 a breach of any warranty relating to the Goods or the Services;
- 12.1.2 any claim that the Goods infringe the intellectual property rights of any person;
- 12.1.3 any claim made against the Purchaser in respect of any breach or alleged breach by the Purchaser of any statutory provision, regulation or other rule of law arising from the Supplier's acts or omissions or those of the Supplier's employees, agents or sub-contractors;
- 12.1.4 any liability under legislation relating to consumer protection, product liability, health and safety at work, or environmental protection in respect of the Goods and/or the Services; and
- 12.1.5 any act or omission of the Supplier or the Supplier's employees, agents or sub-contractors in supplying, delivering or installing the Goods or in performing the Services, including (but not limited to) any injury, loss or damage to persons caused or contributed to by the negligence of the Supplier, the Supplier's employees, agents or sub-contractors or by faulty design, workmanship or materials.
- 13 **FORCE MAJEURE**
- Neither the Supplier nor the Purchaser shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of their respective obligations if the delay or failure was beyond their reasonable control. Illness or shortage of the Supplier's staff or sub-contractors or the failure or delay by any of the Supplier's sub-suppliers to supply goods, components, services or materials shall not be regarded as causes beyond the Supplier's reasonable control.
- 14 **CONSTRUCTIONLINE**
- The Supplier will sign up to and maintain registration with Constructionline and a Safety Scheme in Procurement accredited company on the Purchaser's request.
- 15 **TERMINATION**
- 15.1 Any Order may be cancelled at any time by the Purchaser giving the Supplier notice in writing. A fair and reasonable price will be paid for all work in progress at the time of the cancellation, if all such work is delivered to the Purchaser. The Purchaser's liability is strictly limited to work in progress, and no further loss or liability will accrue.
- 15.2 The Purchaser shall be entitled to terminate the Contract immediately without liability to the Supplier, and reserving all rights, by giving notice to the Supplier at any time if:
- 15.2.1 the Supplier is in material breach of any of the Supplier's obligations and that breach cannot be remedied or if that breach can be remedied but the Supplier fails to do so within 30 days starting on the day after receipt of notice from the Purchaser;
- 15.2.2 the Supplier commits more than one breach of any of the Supplier's obligations and the cumulative effect of such breaches is that the Purchaser reasonably believes that the Supplier will continue to deliver a substandard performance;
- 15.2.3 the Supplier makes any voluntary arrangement with its creditors or becomes subject to an administration order or goes into liquidation or bankruptcy or an encumbrancer takes possession or a receiver is appointed of any of the Supplier's property or assets, or the Supplier is unable to pay its debts as and when they fall due; or
- 15.2.4 the Purchaser reasonably believes that any of the events mentioned in this clause 15.2 is about to occur and notifies the Supplier accordingly.
- 16 **CONFIDENTIALITY**
- 16.1 All information supplied to the Supplier at any time is and remains the Purchaser's property and must be returned on request.
- 16.2 The Supplier shall not at any time disclose to any person any confidential information concerning the business or affairs of the Purchaser, other than to such of its employees, representatives or sub-contractors who need to know such information for the purposes of carrying out the Supplier's obligations under the Contract or as otherwise may be required by law or a court or regulatory authority. The Supplier shall not use the Purchaser's confidential information for any purpose other than performing its obligations under the Contract. The Supplier shall ensure that its employees, representatives and sub-contractors comply with this Clause 16.2.
- 16.3 The Supplier may only refer to the National Trust being a customer of the Supplier for so long as it continues to be a supplier to the Purchaser Group. The Supplier may not use the Purchaser Group's logos for its own marketing purposes.
- 17 **FURTHER ASSURANCE**
- 17.1 If the Services involve the production of bespoke Materials for the Purchaser, the Supplier shall assign the intellectual property rights to the Purchaser on request and undertakes to execute all documents and do all acts and things as may, in the opinion of the Purchaser, be necessary or desirable to vest those intellectual property rights in the Purchaser, including procuring any necessary license from third parties.
- 18 **DATA PROTECTION**
- 18.1 The parties do not expect that the Supplier shall process personal data on behalf of the Purchaser under the Order. In the event that the Supplier does process personal data on behalf of the Purchaser the Supplier shall notify the Purchaser immediately in writing and the Supplier shall enter into a data processing agreement, and where necessary complete a Data Protection Risk Assessment, with the Purchaser in the form specified by the Purchaser.
- 18.2 The Supplier shall ensure that it complies with any applicable legislation relating to data protection and privacy ("Data Protection Legislation") and shall not do anything (by any act or omission) to place the Purchaser in breach of the Data Protection Legislation.
- 19 **GENERAL**
- 19.1 Nothing in this Purchase Order is intended to create an exclusive relationship between the Supplier and the Purchaser to procure a minimum or maximum number of Goods and/or Services from the Supplier from time to time.
- 19.2 Orders are personal to the Supplier and the Supplier shall not transfer, assign, charge, dispose of or deal in any manner, or purport to do so, with any of its rights or beneficial interests under the Contract.
- 19.3 The Supplier shall not without the Purchaser's prior written consent subcontract, assign, transfer or deal in any other manner with all or any of the Supplier's obligations under the Contract.
- 19.4 Any waiver by the Purchaser of any breach is not, and shall not be deemed, a waiver of any subsequent breach.
- 19.5 Failure or delay by the Purchaser in exercising any right or remedy under this Contract shall not operate as a waiver of, or otherwise prejudice, any of the Purchaser's rights or remedies.
- 19.6 If any provision of the Contract Terms is held by any competent authority to be invalid or unenforceable in whole or in part that shall not affect the validity of the remaining provisions.
- 19.7 The Supplier shall at all times maintain insurance cover with a reputable insurer against its liabilities under the Contract (including product liability and public liability insurance) for a minimum of five million pounds sterling (£5,000,000) per claim (or such other amount as agreed with the Purchaser) and shall produce the insurance policy and latest premium receipt to the Purchaser on demand. Any limitation, monetary or otherwise, in such policy shall not be construed as a limitation on the Supplier's liability and the Supplier shall notwithstanding such limitation remain liable to the Purchaser without offset or counterclaim.
- 19.8 The Contract shall be subject to English law and to the exclusive jurisdiction of the courts in England.
- 19.9 The Contract does not create or confer any benefit or right enforceable by any person not a party to it. A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term, other than the National Trust who may enforce the rights as if were another member of the Purchaser Group.