**INVITATION TO TENDER**

**From** Foundation for Common Land (on behalf of the National Trust)

**For** Longmynd Common Interpretation and Facilitation Project

**Contact** Renée Wallace, Project Officer, Our Upland Commons

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**Date** 21/06/2022

**Value of Tender:** Not exceeding £20,000 (excluding VAT)

1. **Overview**

The Foundation for Common Land and its partners in the **Our Common Cause: Our Upland Commons Project** seek to appoint a consultant to facilitate a collaborative approach to site messaging on Longmynd, Shropshire.

1. **Introduction:**

The stories we tell matter. They affect the way we think about ourselves, and how we are perceived by our peers and our community.

Commons are contested spaces, where different interests and perceptions overlap and passionately held views can collide. In these spaces interpretation can support and celebrate the collaboration underpinning the management of a common, it can reflect the complexity and the uniqueness of the common, validating the contributions and the perspectives of all those involved.

But getting this right is difficult, and messaging that is seen as promoting one interest over another or seeking to apportion blame, can become a barrier to cooperation and a source of genuine hurt. On the Longmynd, there is a perception that the messaging on the site has fallen into this category, with a feeling that the value of commoning has been diminished by the narrative that has been presented historically, that opportunities to address this have been missed and narratives have become obstacle to progress on the site.

This project seeks to draw a line under that, and through a process of facilitation and co-creation, to seek to heal hurt generated by past messaging, to foster a greater mutual understanding between those involved, and to find new ways of talking about the site to each other, to the local community and to visitors.

In doing this we hope not only to provide a richer interpretive experience to Longmynd site visitors but also to find new and better ways of working together, which in turn will help underpin a collaborative future for the site.

**Aims:**

* To identify a set of narratives and messages that respect, value and celebrate the contributions and perspectives of all those involved in managing Longmynd (particularly the commoners and the National Trust).
* To identify narratives that can be a source of mutual pride, for commoners and landowner alike in their shared custodianship of the Longmynd and which will promote the key significances of Longmynd.
* To begin the process of changing the site interpretation at Longmynd to reflect this, and to layout the map for further change.
* Through the process of co-creation to begin to foster better relationships between the Longmynd Commoners and the National Trust to support the collaborative management of Longmynd.

**Benefits**

* Better public understanding of the cultural heritage of commoning as a land management system and the specific heritage of Longmynd including landscape, nature and wildlife, historic environment, cultural heritage, geology, and recreation.
* Better visitor experience for visitors through a richer interpretive experience.
* Better working relationships between Longmynd Commoners and National Trust Carding Mill Valley team, improving the potential for collaboration, and leading to better outcomes for the site.

1. **Location**

The Project takes place on common land on the Longmynd and with its local stakeholders, see attached map.

1. **Background**

The Foundation for Common Land and a broad partnership of organisations have secured a Heritage Grant from the National Lottery Heritage Fund to deliver a landmark project that will conserve and enhance the cultural and natural heritage of commons and commoning in upland England, working in the Lake District, Dartmoor, the Yorkshire Dales and Shropshire Hills. The programme will be delivered between March 2021 and April 2024. You can find out more about the Our Upland Commons programme and partnership at <https://foundationforcommonland.org.uk/our-common-cause>

1. **Scope of services required including outputs**

**Activity 1: Analysis of existing interpretation and site messaging.**

**Part 1** **Scoping:** Individual meetings with commoners and National Trust staff to understand where the issues, concerns, constraints, and opportunities lie. The purpose of this is:

* to build relationships with, and an understanding of the people involved.
* to identify where issues with existing content are likely to lie.
* to understand the constraints on and potential issues facing the delivery of the rest of the project.

**Output:** Initial scoping report and plan (no more than two sides of A4)

**Part 2 Analysis of existing site messaging:** In the light of what has come out of part 1 review the existing site messaging to identify key areas of contention and problematic content, and opportunities for improvement.

Messaging should be looked at in the broadest sense and what is most relevant to consider should be determined by part 1. But it is likely to include:

* Physical onsite interpretation (incl panels and signage, displays and exhibitions)
* Guidebooks, leaflets, and other takeaway materials
* Web content and social media messages
* Key messages and information shared with staff and volunteers as part of their induction, supervision, or ongoing development

**Output:** A report onthe existing messaging outlining the above.

**Activity 2: Co-design of new site messaging.**

A series of facilitated workshops with National Trust staff and Longmynd commoners (and others if deemed appropriate) aimed at co-designing new interpretation content and agreeing a future approach to messaging and interpretation on site.

The idea is that these sessions will directly address the most significant/urgent issues and opportunities identified in the first part of the project. It will also build some shared themes and narratives that can shape future messaging on the site and build an agreed plan to take forward this area of work in the future.

The exact number, format, timing, and scope of these facilitated sessions should be agreed with the participants, with the aims of the project in mind.

**Outputs:**

1. Copy content and images for the first stages of new co-designed interpretation.
2. Shared headline themes and narratives for future interpretation/messaging.
3. An agreed plan for ongoing interpretation, messaging, and communication. This will include an agreed set of ways of working and a timetable for addressing further and less urgent issues/opportunities.

**NOTES ON PROCCESS**

**Reaching agreement:**

As content is developed it is anticipated that there will need to be some pauses to work up the ideas and recommendations and come back to the group. This is likely to be an iterative process. Participants may need to share drafts with others in their organisation/association to gain the input of those not participating in the group meetings.

The consultant will need to manage this process, to ensure that the content developed has the support of each organisation, while remaining true to the discussions held and decisions made collectively: avoiding undermining trust in the collaborative process. However, each organisation will agree powers of delegation for decision making to their representatives in the room.

**Variety of voices and messages:**

Although this project is motivated by addressing particular concerns about the portrayal of commoning and commoners, and the main participatory groups will be made up of Longmynd commoners and National Trust staff, messaging at Longmynd on a site level will need to reflect the breadth of significances of the site and its natural capital (historic environment and cultural heritage including commoning, landscape and geology, nature and wildlife, recreation, food production etc), as well as meeting some practical needs: orientating visitors, managing visitor impacts etc.

To do this effectively it will be necessary to engage other voices and stakeholders as well, including but not limited to, Natural England, Shropshire Hills AONB, Church Stretton Town Council, and recreation groups like walkers, mountain bike and horse riders.

Exactly who needs to be consulted will be determined in part by the scope and focus of exactly what areas of messaging the project is focusing on, determined by the first part of the project.

The consultant will need to work with the Longmynd commoners and the National Trust to determine how and when to bring in other voices in order to ensure the messaging reflects the breadth of significance of the site, while still preserving the time needed to work more intensively with the Longmynd commoners and the National Trust to build mutual understanding in this particular relationship through the process of co-creation.

**Design and production of interpretation:**

Following on from activity 2, and the copy content and images created there, an additional tender process will be run for the actual production and installation of the first phase of the new interpretation. This process will be started once the facilitation is underway and scope of this new co-designed interpretation has been determined and the consultant will be expected to work with the Project Officer who will draw up this tender brief.

**Activity 3: Sharing this approach to site messaging beyond this site.**

We want other sites, both within the National Trust and beyond to be able to benefit from the approach we take as part of this project. The consultant will work with the Project Officer and the National Trust to identify the best way of achieving this but we anticipate:

**Outputs:**

* The production of a set of guidance notes/case study outlining the process taken lessons learnt etc. into account.
* The consultant will host up to 2 webinars to share the approach and learning (1 for NT staff and if appropriate one for a wider audience).

Intellectual Property Rights

Intellectual property rights for the concepts and proposals developed under this contract will belong to the Foundation for Common Land and the successful consultant.

National Lottery Heritage Fund Requirements

National Lottery Heritage Fund must be acknowledged in accordance with their guidance, on any outputs or communications/advertising material. Any digital outputs must comply with NLHF’s requirements which can be found on their website.

1. **Skills and experience required**

The successful consultant should demonstrate a robust methodology and that the named individuals delivering this project have the capacity, suitable skills and qualifications to deliver the activities. This will include skills in both facilitation and interpretation and messaging, preferably with experience of working in contested spaces, and countryside settings.

1. **Budget and schedule**

Tenders should be in the region of (but not exceeding) £20,000 excluding VAT for activity 1, 2 and 3. This must include all costs relating to venue hire, refreshments, any printing (needed for facilitated sessions) as well as travel for the consultant and other incidental costs relating to its delivery.

This contract does not include the cost of the production design, printing, construction and installation of the interpretation materials, this will be tendered as a separate contract (also IRO £20,000).

Longmynd commoners will be renumerated for their time by separate arrangement.

The completion date for this contract is June 2023 and we expect the consultant to work according to the timescale below:

|  |  |
| --- | --- |
| Contract awarded | End of July 2022 |
| Scoping meetings completed and report signed off | November 2022 |
| Existing messaging report completed and signed off | December 2022 |
| Co-Design Process | December 22-March 23  (With potential further sessions to look at design work June 23) |
| Interpretation copy content, plus themes and narratives and ongoing interpretation plan agreed | March 2023 |

We are intending to award the additional contract(s) for production of the first phase of the new interpretation by May 2023 with the aim to have this work completed by end of August 2023. This allows for a few months of time contingency, but the overall programme of scoping, auditing, co-designing (this contract) and production/installation (the second contract) cannot go beyond December 2023. However, to secure the right consultant for this contract we would consider using a bit of this time contingency and adjust the dates in the table if that were deemed necessary. Consultants should make this clear in their proposal.

Payment will be made in staged payments to be agreed on award of contract. Your tender response should include a proposed payment schedule with payments linked to the completion of identified milestones.

1. **Contract Management**

This contract will be managed by the Our Upland Commons (OUC) Project Officer Renée Wallace. The contract will be with the National Trust (as governing body of the OUC programme) and will need to comply with the Trust’s General Terms & Conditions (attached).

1. **Health and Safety and Insurance**

The consultant will be responsible for the health and safety of its employees, volunteers and participants in events and activities it is delivering, as well as for ensuring that none of the work it is delivering under this contract adversely effects the health or safety of the public or any other persons.

The consultant will be required to produce a suitable risk assessment covering any works delivered under this contract prior to the commencement of the contract, and to provide any documentation relevant to the safe delivery of the project.

The consultant will need to demonstrate evidence of the following insurance policies:

* Employer’s liability £5 million
* Public Liability £5 million
* Professional Indemnity Insurance £1 million (or demonstrate that the advice given under this contract is covered by the contractor’s public liability policy).

1. **Tender response submission**

Please submit a short proposal (no more than 12 sides A4) outlining how you would approach this work to [renee@foundationforcommonland.org.uk](mailto:renee@foundationforcommonland.org.uk). by **5pm on Friday 26th August 2022.** We will aim to finalise the appointment by end of August 2022.

Your proposal should include:

* An outline of how you would deliver the work, including approach.
* Details and relevant experience and qualifications of the individual(s) who will be delivering the work,
* Examples of similar work completed for other projects including any NLHF projects.
* An outline budget broken down into the different components of the work:
* The fee structure for the individual/s involved including estimated time allocation
* Estimated costs for materials and equipment, travel and any accommodation or other subsistence
* Total cost for all work and expenses, excluding VAT
* VAT status.
* A timetable outlining key milestones and outputs; and a proposed payment schedule with payments linked to the completion of the identified milestones and any deviation from our preferred timescales.

1. **Selection criteria**

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Proposed Methodology** (approach to the work, scope of proposed delivery, response to the tender) | **Suitability for the Work** (Experience of delivering similar projects, skills and qualifications of team, sector knowledge) | **Value for Mone**y (Proposed day rates, allocated costs compared to scope of delivery) |
| Weighting | **35%** | **35%** | **30%** |

**NB** Tenders significantly over proposed value of tender (I.R.O £20,000 exc Vat) will not be considered. The Project Manager/Project Officer reserves the right to reject the proposal if they are not satisfied with the content and/or not to appoint the cheapest or any tender for any reason.

**Additional information**

## Map

Longmynd 

## NATIONAL TRUST GENERAL TERMS AND CONDITIONS OF PURCHASE

1 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, art work, 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.

2 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 is 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 (anti) 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 licences, 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 subcontractors 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 and / or any Contract 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 licence 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.