
INVITATION TO TENDER

Beanfield Primary School KS1 and KS2 Playground Works 2018

Project Reference: BWT102_BPS

Submission Deadline: 15th March 2018 by 12pm

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TABLE OF CONTENTS

Table of Contents.....	1
Introduction and Executive Summary.....	1
Detailed Specification.....	2
Assumptions & Constraints.....	4
Submission Details.....	5
Selection Criteria and Contract Award.....	6
Bidders Checklist.....	7
Business Overview & Background	7
Confidentiality Statement.....	8
Tax and Invoice Requirements.....	8
Disclaimers.....	8
Terms and Conditions	8

INTRODUCTION AND EXECUTIVE SUMMARY

Beanfield Primary School’s ambition is to have a site that offers a positive visual impact and is aesthetically pleasing at the same time as meeting the needs of children. The school is keen to build a natural environment as much as possible. The external areas of the school are required to have a clear sense of purpose to meet a range of needs including:

- Opportunity for structured sessions and play
- Opportunities for less structured and more child initiated imaginative play
- Opportunity for physical development appropriate to the age range of our children (KS1 And KS2) using some fixed equipment
- Opportunity for relaxation and quiet time that supports social engagement among children and their peers
- Opportunity for sensory experiences that are accessible to all children at the school including those with additional needs

The school has already commenced a programme of works around the site, using natural materials where possible. We would like to build on this theme to maintain and further develop a sense of continuity and flow around the site.

The school is keen to build areas of shade into its external environment and aspires for this to be a mix of low maintenance, evergreen natural shade supported by some purpose built physical structures features if necessary.

The resulting outdoor space created should:

- Inspire children to explore
- Encourage the use of all areas
- Be suitable for use throughout the year and in all weathers
- Meet children’s needs for learning and development

DETAILED SPECIFICATION

SCOPE OF REQUIREMENTS

A map of the school site is provided to help understand the requirements: **RFQ.MAP.jpg**. It shows the areas to be developed:

- KS1 area outlined in yellow
- KS2 area outline in pink.

Under separate contract, the school undertaking development works to reconfigure and resurface one of the two access roads to the school site, this area is outlined in green. There will also be some surfacing works to the KS1 area outlined in red on the map.

Objectives for both KS1 and KS2 outdoor areas.

- The site is to offer a positive visual impact and be aesthetically pleasing to children from all views
- The redeveloped areas should include space for and encourage teaching, play, sports, relaxation and sensory experiences. This should include self-initiated games.
- All space should be put to effective use
- All areas to be designed so that they are safe for children to use
- Any area designed to accommodate adult led structured sessions should be sufficient for up to 35 children
- Create a space suitable for all year round play and activity with covered areas for shelter
- Maintain integrity and intention of existing signage
- The proposed solutions should consider drainage requirements and incorporate sufficient draining solutions
- The school is happy to consider surface patch repairs that are incorporated creatively into the scheme where required
- Complementing the school theme of wood and landscapes areas
- Areas for relaxation to include seating and shade – effective use of side areas
- Proposed schemes should consider ways to be inclusive for all, and must comply with DDA regulations where applicable. The school has a 55 place unit for children with disabilities, including restricted abilities wheel chair users, down syndrome, visually impaired, and hearing impaired.
- Areas to be sufficiently lit to allow safe use in the dark

Specific objectives for KS1 area:

- Age appropriate outdoor space – KS1 – ages 4 to 7
- Accommodate maximum 270 children
- Proposals should support the specific needs of our younger children to engage in imaginative and self-initiated play
- To include a wildlife garden with natural habitats and controlled/managed access
- The KS1 playground is the main route to the school reception and proposals should reflect a well presented outstanding school to all who enter the premises.

Specific objectives for KS2 area;

- Age appropriate outdoor space - KS2 ages 8 to 11
- Accommodate maximum of 400 children, including 55 special educational needs children who may be in wheelchairs.
- Proposed schemes should include opportunities for SEN children with a range of additional needs and wheelchair users to participate in outdoor teaching, play, sports, relaxation and sensory experiences.
- Allows for self-initiated games
- Proposals are encouraged to include age appropriate zoned space for different activities to include:
 - Sports pitches with playground markings but no fixed sports equipment to be installed with the pitch areas.

- Motor skills development zone supporting physical challenge, movement, climbing and imagination.
- Woodland zone – a low maintenance, limited growth area including paths, natural habitats and opportunities to learn about wildlife
- Quiet areas to support relaxation and rest
- Ensure sufficient lighting across both playgrounds to ensure safe route access to Extended Provision bungalow.

Other considerations

- Health and safety considerations should be managed appropriately during construction
- The proposals should take account of the schools need to provide a safe environment manage risk to students and staff when the identified areas are being utilised
- Where trees are proposed they should be: low maintenance, mature at point of planting where possible and not harmful
- Planting should be accessible for SEN children including those in wheel chairs.
- Proposals are to include the removal of old unusable equipment and debris
- Proposals should match our aspiration for solutions that offer longevity of use
- All proposed structures or equipment must adhere to relevant UK quality standards.
- The school has a maximum budget of £120,000 including contingency to complete this project.

Prioritising

Work should be undertaken to complete by end Aug, 2018.

CONTRACT PERIOD

The work should be complete by 31st August 2018.

Please see 'Assumptions and Constraints' section for details of school holiday periods.

WARRANTY

The supplier must demonstrate and hold all applicable certifications and standards pertinent to the scope of this contract.

The installation should come with a warranty period, no less than 1 year for all work undertaken. Include your service level agreement for call outs in the event of issues, damages and failures.

Indicate warranty periods for all equipment provided.

Suppliers are required to hold Public Liability Insurance to the value of £5,000,000

NEW INFORMATION

The supplier must provide Brooke Weston Trust notification of any new regulations relating to this Tender within the contract period.

DBS CERTIFICATION

All personnel providing services onsite are required to provide evidence of a valid enhanced DBS certificate with date of issue and photo ID before work commences. Consider this in your schedule of works.

Brooke Weston Trust Schools will store evidence of DBS Certification for the duration of this contract, and when necessary suppliers are required to provide copies of renewals.

SCHEDULE OF ACTIVITY

Activity	Start Date	Completion Date
Brooke Weston Trust Issue Request for Quote	13 th February 2018	13 th February 2018
Preliminary Bidder Site Visits & Data Gathering	22 nd February 2018	22 nd February 2018
Clarification Period	13 th February 2018	9 th March 2018
Bidder Submission of Quotation/Proposal	13 th February 2018	15 th March 2018 12pm
Brooke Weston Trust Evaluation	16 th March 2018	21 st March 2018
Invite to shortlist	21 st March 2018	21 st March 2018
Shortlisted presentations	27 th March 2018	27 th March 2018
Brooke Weston Trust Final Evaluation	28 th March 2018	28 th March 2018
Brooke Weston Trust Delegated Authority Approval	29 th March 2018	29 th March 2018
Brooke Weston Trust Award Contract and Provide Feedback	3 rd April 2018	3 rd April 2018
Brooke Weston Trust Final Contract Approval	17 th April 2018	17 th April 2018
Service Start Date	May 2018	31 st August 2018

OUT OF SCOPE

No proposals should be submitted for work outside the areas outlined in Yellow and Pink as identified on the **RFQ.MAP.jpg** site plans.

Resurfacing works adjacent to KS1 playground, as outlined in Green and Red on the **RFQ.MAP.jpg** site plan is not included in the scope of this project.

Additional works to school buildings should not be included.

ASSUMPTIONS & CONSTRAINTS

ASSUMPTIONS

All costs should be included in quotes provided including fees expenses etc. This should include planning, surveys, cost of detailed drawings etc. as required.

The school reserves the right to limited design finesse after contract award within the constraints of the overall available budget.

CONSTRAINTS

Implementation Timescales

This work must be undertaken in school holiday periods, our preference that work is completed by 31st August 2018. Weekend working is permitted subject to arrangement with site staff.

School Holidays in 2018
 Monday 28th May 2018 to Friday 1st June 2018
 Monday 23rd July 2018 to Friday 31st August 2018
 Monday 22nd October 2018 to Friday 26th October 2018

Site Access

The school operates an extended provision holiday club during the summer holiday, which means that children, parents and staff will be onsite between 7am to 6pm. Access arrangement will need to be considered as part of the Health and Safety plan.

Other Works

The school is commissioning under separate contract work to the car park area, adjacent to KS1 Playground, outlined in green on **RFQ.MAP.jpg**. This project will also include resurfacing / tarmac repair a small area in the KS1 playground. It is anticipated that this work will be carried out between May 2018 and August 2018. Where necessary we would expect the winning bidder to work closely with the contractor for the car park project, to agree access, health and safety plans and adherence to CDM Standards.

SUBMISSION DETAILS

EXPRESSIONS OF INTEREST, QUESTIONS AND CLARIFICATIONS

Suppliers interested in bidding for this project are required to register on the Supplier In-Tend Portal <https://in-tendhost.co.uk/fe/asp/Home> and register an expression of interest in the Brooke Weston Trust – Beanfield Primary School KS1 and KS2 Playground Works 2018 project.

This portal should be used to raise questions and further clarifications about this project. Clarification questions must be submitted before 8th March 2018. No questions will be answered directly. Questions will be answered weekly and responses posted on the portal on the following dates

16th February 2018

23rd February 2018

2nd March 2018

9th March 2018

SUBMISSION DELIVERY

Submissions should be delivered via the In-Tend Supplier Portal. <https://in-tendhost.co.uk/fe/asp/Home>

Submission Deadline: 15th March 2018 by 12pm

Project Reference: BWT102_BPS

SUBMISSION REQUIREMENTS

- Only submissions received before the submission deadline will be considered.
- Please telephone to confirm your bid has been received.
- All elements of scope of requirements must be addressed in response.
- Submission format should be
 - Pricing – Provide your pricing in the supplied spreadsheet: **BWT102_BPS_Pricing Returns.xls**
 - Non-Price- Responses should be made in the **BWT102_BPS Evaluation and Response Document.doc** And accompanied by the required illustrations and timelines.
 - Please supply latest company accounts.
 - Evidence of public liability insurance to the value of £5,000,000

SELECTION CRITERIA AND CONTRACT AWARD

The evaluation of submissions from suppliers will be a **two-stage process**. Submissions will be scored against the evaluation criteria of:

Price: 20% **Non-Price: 80%**

Stage one of the evaluation process will score pricing, understanding of the engagement, design, experience and capability. This evaluation will be based on written submissions and quotations. The three highest scoring bidders will be taken through to the next stage. This stage represents **40%** of the total marks available including price.

Stage two of the evaluation process will be a presentation to the evaluation panel. This stage will score your presentation in eight key areas. This stage represents the final **40%** of the total marks available.

The winning bidder will be the supplier with the highest overall weighted score after stage two of the evaluation process.

Suppliers are encouraged to complete bids as thoroughly as possible with reference to the measurement criteria and scope of requirements in order to score as high marks as possible.

PRICE EVALUATION

Pricing must be supplied on the **BWT102_BPS_Pricing Returns.xls** spreadsheet supplied with this Tender Pack. The pricing is required to be split into the following areas, each area is to include a cost for goods/supplies including warranties and labour.

KS1 Playground	£	Notes to support pricing
Ground surfaces		
Landscaping e.g. planting & seating		
Play equipment/areas		
Shelters, structures		
Other		
Contingency		
KS1 Playground Total		

KS2 Playground	£	Notes to support pricing
Ground surfaces		
Landscaping, e.g. planting & seating		
Play equipment/areas		
Shelters, structures		
Other		
Contingency		
KS2 Playground Total		

Bid pricing will be measured against all other bids received, and allocated a Final Price Score based on 20% of the total scoring. The lowest price will get the highest score.

The formula to calculate each bidder's Final Price Score is below.

1. An **average price** of all bids received is calculated. = $\text{sum of all bid total costs} / \text{number of bids}$.
2. A **price score** is calculated comparing the bidder's cost to the **average price** = $200 - (100 / 1 * \text{bidder's price} / \text{average price})$
3. A **normalised price score** is calculated comparing the price score with the maximum **price scores** of all bids = $100 * \text{bidder price score} / \text{maximum bidder price score}$
4. **Final Price Score** is calculated by weighting the normalised price score by 20% = $\text{bidder normalised price score} * 20 / 100$

NON PRICE EVALUATION

The non-price elements will be scored against the criteria laid out in the **BWT102_BPS Evaluation and Response Document.doc**. The following scoring methodology will be used.

Score	Explanation
0	Non-compliant. The Bidder’s response to requirements and criteria is completely inadequate or absent. The Bidder has failed to demonstrate an understanding of the requirements and/or provide a meaningful explanation as to how the requirements will be met.
1	Major deficiencies. The Bidder’s response has some major shortcomings and/or clear deficiencies, which on balance outweigh positive aspects of the response to the criteria and requirements.
2	Minor deficiencies. The Bidder’s response has minor shortcomings and/or deficiencies, but on balance, the positive aspects, meet the majority of the criteria and requirements, outweigh these.
3	Meets Requirements. The Bidder’s response is compliant. It demonstrates a satisfactory understanding of the criteria and requirements and provides explanations as to how the requirements will be met.
4	Good. The Bidder’s response demonstrates a good understanding of the criteria and requirements and provides a detailed explanation of how the requirements will be met.
5	Excellent. The Bidder’s response demonstrates an excellent understanding of the criteria and requirements and provides a detailed explanation of how the requirements will be met. In addition, the Trust can identify areas where the offering provides significant, relevant added value that enhances the requirements.

CONTRACT AWARD

- The contract shall be awarded to successful supplier by the issue of a Purchase Order Number against the returned quotation.
- The successful supplier quotation shall form the basis of the contract.
- Terms and Conditions Brooke Weston Trust will use are detailed in this Invitation to Tender
- The contract term is stated in Detailed Specifications Contract Period in this Invitation to Tender.
- Implementation start date is documented in Schedule of Activity in this Invitation of Tender.

BIDDERS CHECKLIST

- Bidders must provide information to cover all elements of the specification, by the submission deadline.
- Proposals to be submitted by an authorised agent of the bidders company.
- Include bidder company information, describing the size and scope of operations, corporate structure, names, titles and roles of people who would be working directly with Brooke Weston Trust if your company were to be awarded the contract, and years of experience with your company.
- Provide a copy of your organisations latest Annual Report, or Audited Balance Sheet including Profit and Loss statement.
- Customer references supplied should be willing to speak to the evaluation team, were possible please provide details of work carried out for other educational customers.
- Clearly indicate if any of the roles detailed in your proposal will be subcontracted to another supplier.
- Outline a plan to set up and maintain a successful delivery programme.
- Other pertinent information the bidder feels would assist in the evaluation of the bidder’s capability.

BUSINESS OVERVIEW & BACKGROUND

The Brooke Weston Trust specialises in education and has a network of both primary and secondary schools across Northamptonshire and Cambridgeshire. With a student population of around 7,000 and staff population of around 1,000. More details of the trust can be found via our website: <http://www.brookewestontrust.org>

Northamptonshire Schools: Brooke Weston Academy, Corby Business Academy, Corby Technical School, Beanfield Primary Academy, Gretton Primary Academy, Oakley Vale and Kettering Science Academy. Cambridgeshire schools: Thomas Clarkson Academy and Peckover Primary school.

CONFIDENTIALITY STATEMENT

All bidders agree that any information about Brooke Weston Trust, which is exchanged as part of the quotation, negotiation, or performance stages of this contract will be kept confidential by the bidder. This is especially important where the information includes Trust finances, enrolment issues, projects and plans for expansion, new academic areas, or other sensitive information.

TAX AND INVOICE REQUIREMENTS

Brooke Weston Trust holds "Charitable Non-Business Activity" status & as such is VAT exempt. Payment terms to the company are net 30 days from the date of invoice.

For this service, the Trust wishes to operate an interim payment schedule, based on a cash-flow forecast, which must be included within the returned quotation

DISCLAIMERS

- Late submissions will not be considered.
- Quotations must address all terms of this tender.
- Terms and conditions may be incorporated into the final contract.
- In the event that there is a discrepancy between the contract and the Invitation to Tender, the Invitation to tender will prevail.
- Brooke Weston Trust reserves the right to accept or reject any or all quotations.
- It is the Trusts' intention to award this contract to the supplier who provides the best overall value to the Trust.
- That value will be determined by an evaluation of the price and non-price elements of the returned supplier information.
- Brooke Weston Trust is not obligated to award this contract to lowest bidder.
- Brooke Weston Trust reserves the right to award a contract without further discussions. Therefore, the original submissions must be as complete as possible in all respects.
- Whether a quotation is responsive to this Tender shall be determined exclusively by and under the sole discretion of Brooke Weston Trust.
- Brooke Weston Trust reserves the right to waive any informality in or reject any or all quotations and accept quotations deemed most favourable to the interest of Brooke Weston Trust after all quotations have been examined and reviewed.
- Any interpretations, correction, or changes in Invitation to Tender made in any manner, other than that described here, will not be binding on Brooke Weston Trust and should not be relied on in the Tender process.
- Brooke Weston Trust may choose to terminate this Tender at any time for any reason.
- Brooke Weston Trust makes no guarantees as to the actual service purchased, nor will Brooke Weston Trust accept any penalties from the supplier regarding the service purchased

TERMS AND CONDITIONS

These conditions shall not apply where the supply of goods or services is subject to the terms of a framework contract between the Contractor and BROOKE WESTON TRUST.

1. Definitions - In these conditions:

"Contract" means the agreement between BROOKE WESTON TRUST and the Contractor comprising BROOKE WESTON TRUST's request for quotation (&/or request for quotation), any specification, the Contractor's quotation (&/or quotation), these Short Form Conditions of Contract, the Purchase Order, and any documents referred to therein.

"Contractor" means the individual, firm or company with whom BROOKE WESTON TRUST enters into the Contract (including where the context requires any of the Contractor's sub-contractors) as identified in the Purchase Order.

"BWT" means the Brooke Weston Trust.

"Goods" means anything (other than Services) supplied or to be supplied to BROOKE WESTON TRUST under the Contract.

"Purchase Order" means the purchase order issued by BROOKE WESTON TRUST to the Contractor for the supply of Goods and/or the provision of Services.

(v) "Services" means all the services that the Contractor is required to carry out under the Contract.

2. Conditions for the supply of Goods - Contractor's duties

(i) The Contractor shall supply the Goods specified in the Contract. Goods may be returned at the Contractor's expense if they do not correspond with the Contract.

(ii) All Goods shall be delivered, carriage paid, at the place specified and only between 9.00 am and 4.00 pm Mondays to Fridays, unless otherwise agreed by BROOKE WESTON TRUST. A delivery note must accompany the Goods and must specify the quotation reference and the type of Goods being delivered and must include BROOKE WESTON TRUST's reference number and the Purchase Order number.

(iii) The cost of packaging will be deemed to be included in the cost of the Goods. If the Contractor requires packaging to be returned, it will be returned at the Contractor's expense.

3. Conditions for the supply of Services - Contractor's duties

(i) The Contractor shall properly perform the Services specified in the Contract with the standard of skill, care and diligence, which a competent and suitably qualified person performing such services could reasonably be expected, to exercise and in accordance with all relevant statutory requirements and industry best practice.

4. Environmental Requirements

(i) In providing the Goods or Services the Contractor shall comply with BROOKE WESTON TRUST's environmental policy, which is to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

(ii) All written outputs produced in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post-consumer waste and used on both sides where appropriate.

(iii) Maximum use must be made of recycled materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging. Packaging must be capable of recovery for reuse or recycling.

5. Health, safety and security

(i) The Contractor shall ensure that all of the Contractor's personnel who have access to or are employed on BROOKE WESTON TRUST's premises comply with BROOKE WESTON TRUST's health, safety and security procedures and instructions and complete any additional security clearance procedures required by BROOKE WESTON TRUST before working at BROOKE WESTON TRUST's premises.

6. Invoices and Payment

(i) The Contractor shall submit an invoice within 30 days of meeting any milestone set out in the request for quotation/& or RFQ to the satisfaction of BROOKE WESTON TRUST or otherwise within 30 days of supplying the Goods or Services to the satisfaction of BROOKE WESTON TRUST. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, BROOKE WESTON TRUST shall pay the Contractor within 30 days of receipt of an invoice.

7. Corrupt Gifts and Payments of Commission

(i) In accordance with the Bribery Act 2010, the Contractor shall not receive or agree to receive from any person, or offer or agree to give to, or procure on behalf of any person in the employment of Brooke Weston Trust, any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person in connection with the Contract.

8. Official Secrets Acts

(i) If applicable to the Contract, the Contractor shall take all reasonable steps to ensure that all persons employed by him or by any sub-contractor in connection with the Contract are aware of the Official Secrets Acts 1911 to 1989, and understand that these Acts apply to them during and after performance of any work under or in connection with the Contract.

9. Disclosure of Information

(i) To enable compliance with the Freedom of Information Act 2000 and the Environmental Information Regulations, BROOKE WESTON TRUST reserves the right to disclose information about this Contract pursuant to a valid request for information.

(ii) The Contractor hereby gives consent for BROOKE WESTON TRUST to publish the Contract in its entirety to the general public.

(iii) The Contractor shall not disclose any information relating to the Contract or BROOKE WESTON TRUST's activities without the prior written consent of BROOKE WESTON TRUST, which shall not be unreasonably withheld. Such consent shall not be required where the information is already in the public domain, is in the possession of the Contractor without restriction as to its disclosure, or is received from a third party who lawfully acquired it and is under no obligation restricting its disclosure.

10. Discrimination

(i) The Contractor shall not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to legislation relating to any discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) as amended from time to time, including but not limited to the Race Relations Act 1976, the Sex

Discrimination Acts 1975 and 1986, the Disability Discrimination Acts 1995 and 2005, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003 and the Equalities Act 2010.

11. Sub-contracting and assignment

(i) The Contractor shall not sub-contract or transfer, assign, novate, charge, or otherwise dispose of the Contract or any part of it without the prior written consent of BROOKE WESTON TRUST. Where the Contractor enters into a contract with a supplier or sub-contractor for the purpose of performing the Contract or any part of it, it shall cause a term to be included in such contract which requires payment to be made by the Contractor to the supplier or sub-contractor within a period not exceeding 30 days from receipt of a valid invoice as defined by the contract requirements.

12. Intellectual Property Rights

(i) Subject to any prior rights of BROOKE WESTON TRUST, and to the rights of third parties arising otherwise than under the Contract, such intellectual property rights as are derived from or arise as a result of the performance of the Contract by the Contractor shall vest in the Contractor. The Contractor hereby grants a perpetual, irrevocable, worldwide, royalty-free licence to BROOKE WESTON TRUST (and any person authorised by them) to use, supply, reproduce, publish, modify, adapt, enhance or otherwise deal with any materials in which such intellectual property rights exist.

13. Termination

(i) If the Contractor fails to fulfil its obligations under the Contract, BROOKE WESTON TRUST may terminate the Contract forthwith by written notice and, in accordance with condition 16, may recover from the Contractor any reasonable costs necessarily and properly incurred by BROOKE WESTON TRUST as a consequence of termination.

14. Break

(i) Without prejudice to condition 13, BROOKE WESTON TRUST shall at any time have the right to terminate the Contract or reduce the quantity of Goods or Services to be provided by the Contractor in each case by giving to the Contractor one months' written notice. During the period of notice BROOKE WESTON TRUST may direct the Contractor to perform all or any of the work under the Contract. Where BROOKE WESTON TRUST has invoked either of these rights, the Contractor may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit and consequential losses, provided that the claim shall not exceed the total cost of the Contract.

(ii) Termination or reduction under this provision shall not affect the rights of the parties to the Contract that may have accrued up to the date of termination.

15. Loss or Damage

(i) The Contractor shall, without delay and at the Contractor's own expense, reinstate, replace or make good to the satisfaction of BROOKE WESTON TRUST, or if BROOKE WESTON TRUST agrees, compensate BROOKE WESTON TRUST, for any loss or damage connected with the performance of the Contract, except to the extent that such loss or damage is caused by the neglect or default of BROOKE WESTON TRUST. "Loss or damage" includes but is not limited to: loss or damage to property; personal injury; sickness or death; and loss of profits or loss of use suffered as a result of any loss or damage.

16. Recovery of Sums from Contractor

(i) Whenever under the Contract any sum or sums of money shall be recoverable from or payable by the Contractor to BROOKE WESTON TRUST, that amount may be deducted from any sum then due, or which at any later time may become due, to the Contractor under the Contract or under any other contract with BROOKE WESTON TRUST.

17. Insurance

(i) The Contractor shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by him in the performance of this Contract.

18. Notices

(i) A notice may be served: by delivery to the Contractor; by sending it by email to him; or by ordinary first class post to the Contractor's last known place of business or registered office. A notice shall be deemed served at the time of delivery, after four hours for an email, or on the second working day after posting.

19. Law and Jurisdiction

(i) The Contract shall be governed by and interpreted in accordance with the law of England and Wales. The parties hereby submit to the exclusive jurisdiction of the English Courts.

20. Dispute Resolution

(i) In the event of dispute, the parties shall negotiate in good faith to reach a solution. If they do not reach a solution within one month BROOKE WESTON TRUST may refer the dispute to mediation. During the dispute the Contractor shall at BROOKE WESTON TRUST's discretion continue to perform the Contract with all due diligence.

21. Variations to the Contract

(i) No variation to the Contract will be effective until it has been recorded in writing and signed by BROOKE WESTON TRUST and the Contractor.