Invitation to Tender**:**

Framework for the Provision of Venues

1. **About us**

South East Midlands Local Enterprise Partnership (SEMLEP) was set up in May 2011 as one of 39 Local Enterprise Partnerships (LEPs) in England. LEPs play a central role in determining local economic priorities and undertaking activities that drive economic growth and the creation of local jobs. Please [click here](http://www.semlep.com/) for further information.

SEMLEP is one of the most innovative, successful and high performing Local Enterprise Partnerships in England. In 2013 SEMLEP was ranked 4th alongside London, showing growth in GVA of 4% and third overall in 2014 for Foreign Direct Investment, just behind Birmingham and Manchester. The partnership is operated jointly by the private and public sectors in the area, to promote the South East Midlands as a prime growth location for business, investors and visitors.

1. **Velocity**

Velocity Growth Hub was established by [SEMLEP](http://www.semlep.com/) (South East Midlands Local Enterprise Partnership) in 2014 with funding from the Regional Growth Fund through Lancaster University. The Velocity Growth Hub aims to connect small and medium sized businesses in the South East Midlands with tailored free support to enable them to grow.

The main elements of the Growth Hub are:

* A business information portal on the web
* A team of six business advisers
* Revenue grants for business support
* A programme of business workshops
* Advice and guidance for Business start-ups
* Advice and guidance for Social Enterprises
* Facilitating engagement between HE/FE and businesses
* Focussed business development within the four showcase sectors identified by SEMLEP
* Advice to enable businesses to export their goods and services  
     
  More information can be found on our website [www.velocitygrowthhub.com](http://www.velocitygrowthhub.com)

1. **Summary of requirements**

South East Midlands Local Enterprise Partnership Ltd (SEMLEP) and its delivery partners, First Ascent Consultancy Ltd, Wenta LLP and Pera Consulting Ltd and any other sub-contractors who are procured to deliver the Velocity Growth Hub, will be delivering half-day business workshops and full-day conferences/exhibitions in the 11 districts of the South East Midlands from April 2016 to November 2018.

The local authority areas are:

* Aylesbury Vale
* Bedford
* Central Bedfordshire
* Cherwell
* Corby
* Daventry
* Kettering
* Luton
* Milton Keynes
* Northampton
* South Northamptonshire

Approximately 140 half-day workshops and 5 full-day conferences are expected to be delivered across the South East Midlands in each full calendar year, we can not guarantee how many will be in each area but it is likely to be a minimum of 4 half day workshops. SEMLEP and its delivery partners wish to enter into a framework agreement with venues that meet the minimum standards of reliability in its venue requirements specification (see below) to host the workshops and conferences.

1. **Venue Specifications**

|  |  |
| --- | --- |
| **Specification** |  |
| **Location** | Must be based in one of the following local authority areas (click [here](http://imap.semlep.com/) for a map of SEMLEP)   * Aylesbury Vale * Bedford * Central Bedfordshire * Cherwell * Corby * Daventry * Kettering * Luton * Milton Keynes * Northampton * South Northamptonshire |
| **Room** | * Must fit up to 30 delegates in a cabaret/classroom style * The room needs to be set up for when the facilitator arrives * The room needs to be equipped with a screen, projector, flip chart and pens (or are available to hire) * Tables able to accommodate wheelchair users * Power socket/extension lead * (Desirable) Pens and paper to be provided for the attendees. |
| **Parking** | * Free ample parking provided * Should have an adequate number of disabled car parking spaces |
| **Venue** | * Conferences/exhibitions space for up to 250 delegates **(up to 5000 square feet – contiguous floor space)** * Needs to be open an hour before the workshop starts to allow the facilitator to set up (workshops usually start at 9am) * Clear signage needs to be used to indicate which room the event is taking place in (Sign must say Velocity rather than SEMLEP). The signage needs to be placed at suitable height for wheelchair users. * The venue needs to be accessible by public transport * Someone needs to be on reception to direct people to the workshop room * Signs to highlight all entrances/exits. Footpaths and access routes are level and any obstructions must be removed. * Directions to lifts/stairs/ramps needs to be clearly visible * Facilities for guide dogs (Water bowls) * (Desirable) breakout areas * (Desirable) free Wi-Fi |
| **Refreshments** | * Teas and coffees need to arrive on time (15 min before the workshop starts and during the break) * If the teas and coffees are not provided in the room then adequate signage needs to be provided to the refreshments * Can cater for special dietary requirements. |
| **Accessibility** | * Disabled access should be made from the front entrance of the venue via a ramp or wheelchair-accessible lift. * Ensure the venue has a loop hearing system. Or it is possible to hire loop systems. * Ensure the room is laid out to include capacity for wheelchairs users. * The layout of the room should accommodate people with physical, visual and hearing disabilities. * Ensure the venue has an appropriate number of parking spaces for people with disabilities; and check the route from these parking spaces to the front door is free from obstacles. * The venue should have lift access for all floors or mezzanines. * Accessible toilets on the same level as the event. * Ensure the venue makes provision for multiple ‘set-downs’ at the front entrance. * Accessible and clearly sign posted parking bays * Are there drop-off/pick-up points? Are these clearly visible to visitors?   **Health and safety / risk assessment**   * All emergency evacuation routes and procedures should be vetted for use by people with disabilities. |

**Marks for Venue Specification**

|  |  |  |  |
| --- | --- | --- | --- |
| **Location** | Exceptional, very good location in SEMLEP area and is accessible by public transport **Score 8-10** | Average, In SEMLEP area  **Score 4-7** | Does not meet requirements of brief.  **Score 0-3** |
| **Room** | Exceptional can fit more than 30 in the room, options for breakout **rooms Score 8-10** | Average, can adequately fit in 30 delegates  **Score 4-7** | Does not meet requirements of brief.  **Score 0-3** |
| **Parking** | Exceptional large number of parking spaces in case other events on the same day **Score 8-10** | Average, free parking at site including plenty of disabled spaces  **Score 4-7** | Does not meet requirements of brief.  **Score 0-3** |
| **Venue** | Exceptional, (as previous plus) free wi-fi for delegates  **Score 8-10** | Average, clean good quality venue needs to be open before the workshop starts  **Score 4-7** | Does not meet requirements of brief. **Score 0-3** |
| **Accessibility** | Exceptional (as previous plus) have a hearing loop or can hire one, Staff have accessibility trainings  **Score 8-10** | Average, must have disabled assess with ramps and lifts at venue  **Score 4-7** | Does not meet requirements of brief.  **Score 0-3** |

1. **Process**

SEMLEP and its delivery partners expect to be able to confirm in advance by three months, the volume and schedule of workshops and conferences to be held in each district for the following six months.

Please use the below forms to show how you meet the venue requirements specification and provide your price (including VAT) for:

1. Half-day room hire (up to 30 delegates in cabaret style seating)
2. Full-day room hire (up to 30 delegates in cabaret style seating)
3. Delegate refreshments e.g tea, coffee, fruit juice and biscuits
4. A screen and projector (should be included with the room hire cost)
5. Flipchart paper and pens (should be included with the room hire cost)
6. Full-day conferences/exhibitions space for up to 250 delegates **(up to 5000 square feet – contiguous floor space)**
7. **Contract Length**

The framework agreement will commence on the date that will be signed by the parties of the agreement and we will cease on November 2018. Before awarding the contract a site visit will need to be completed of the venue.

1. **Selection Criteria**

In entering into an agreement, each venue Supplier will be acknowledging and agreeing that there is no obligation whatsoever on SEMLEP or its delivery partners to invite or select the venue Supplier to provide Goods and/or Services under the Framework Agreement. In entering into a Framework Agreement no form of exclusivity will be conferred on the Supplier nor volume or value guarantee granted by SEMLEP or its delivery partners in relation to the provision of the Goods and/or Services by the venue Supplier and that SEMLEP and its delivery partners are at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all goods and/or services which are the same as or similar to the Goods and/or Services.

|  |  |
| --- | --- |
| **Description** | **Weighting** |
| **Venue Specification:**  Room, Parking, Venue and Accessibility | 50% |
| **Experience:** Give experience of previous work that has been under taken that is similar to that outlined in this brief and provide two referees. | 5% |
| **Value for Money:** SEMLEP has to demonstrate that all our resources are spent with the best value for money. It is necessary to illustrate the value for money in the proposal and how your proposal will deliver the best value per £ of public funds. | 30% |
| **Social Value: T**he proposal needs to show the social value of the contract and how your business contributes to the society and community in which you operate.  **e.g.** Local staff and suppliers, do you offer the venue for free to charities, does the venue work with/support any charities | 10% |
| **Completed questionnaire** on quality, environment, HSE, equalities and diversities, insurance and references | 5% |

Please submit your proposal along with quotations by 5pm on Friday 12th February 2016. Please email your quotation and any enquiries to [procurement@semlep.com](mailto:procurement@semlep.com) or call the office on 01234

436100.

1. **Schedule**

|  |  |
| --- | --- |
| Requirement advertised | 08th January 2016 |
| Submission of response | 12th February 2016 |
| Successful bidders will be visited at their venues | 15th to 26th February 2016 |
| Successful Supplier notified | 2nd March 2016 |
| Cooling Off Period | Ends 15th March 2016 |
| Notification in writing of success | 1st April 2016 |

1. **TENDER SUBMISSION TEMPLATE**

Please use this template to provide your tender submission.

**Contact Data**

|  |  |
| --- | --- |
| 1. **Company Name** |  |
| 1. **Company Registration Number** |  |
| 1. **VAT Number** |  |
| 1. **Contact Name** |  |
| 1. **Contact Email** |  |
| 1. **Contact Telephone** |  |
| 1. **Venue Name** |  |
| 1. **Venue Address** |  |
| 1. **Type of Venue** |  |
| **10. Please explain how you meet the venue specification criteria.** |  |

**Please include photos of the venue and a floor plan with your application.**

1. **SEMLEP Invitation to Tender: Quotation**

**Financial**

All figures to include VAT and to be expressed in Pounds Sterling.

All prices for half-day or full day venue must include costs related to screen, projector, flip chart and pens.

Note: Once the SEMLEP programme funding from ERDF is approved, we will be able to plan when the workshops and events will happen and we will send the information on a quarterly basis planning the following six months.

**Pricing Schedule for Workshops Room**

**Please feel free add rows to the above table for any additional venue.**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Venue name** | **2016** | | **2017** | | **2018** | | **Maximum No Delegates** | **£ Refreshments** | **Please specify any additional cost** |
| **£ Half-day** | **£ Full day** | **£ Half-day** | **£ Full day** | **£ Half-day** | **£ Full day** | **per person** |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

**Pricing Schedule for Conferences**

|  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Venue name** | **2016** | | **2017** | | **2018** | | **Maximum No Delegates** | **£ Refreshments** | **Please specify any additional cost** |
| **£ Half-day** | **£ Full day** | **£ Half-day** | **£ Full day** | **£ Half-day** | **£ Full day** | **per person** |
|  |  |  |  |  |  |  |  |  |  |
|  |  |  |  |  |  |  |  |  |  |

**We may have small ad hoc meetings so please inform room hourly rates: £**

1. **Quality Assurance Questionnaire**

**Please complete the following Quality Information**

Organisation name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Contact name and telephone number (for any questions relating to your responses) \_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Environmental**

|  |  |  |
| --- | --- | --- |
| **1** | In the last 3 years, have you been prosecuted for any environmental offence? Or have any case pending? If yes please give details. | Yes/No |
| **2** | Has your company initiated any processes or actions in relation to improving your environmental performance? If yes please give details. | Yes/No |

**Equalities**

|  |  |  |
| --- | --- | --- |
| **3** | In the last three years, have any findings of unlawful discrimination been made against you or your firm by the Employment Tribunal, the Employment Appeal Tribunal or any other court or in comparable proceedings in any other jurisdiction? If yes please give details. | Yes/No |
| **4** | Is it your policy as an employer to comply with your statutory obligations under current equal opportunities legislation? (Your practice must not treat one group of people less favourably than others because of their race, gender, age, religion or belief, disabilities or sexual orientation in relation to decisions to recruit, train or promote employees). | Yes/No |

**Health and Safety / Quality Assurance**

|  |  |  |
| --- | --- | --- |
| **5** | In the last 3 years, has your organisation been prosecuted or had a notice served for contravention of the Health and Safety at Work Act 1974 or associated regulations or been the subject of a formal investigation by the Health and Safety Executive or similar national body charged with improving health and safety standards? If yes please give details. | Yes/No |
| **6** | Does your organisation have a written health and safety at work policy, with arrangements for implementing and monitoring the policy? | Yes/No |

**Insurances –** You may need to provide evidence to SEMLEP that your organisation meets the requirements below or prior agreed levels

|  |  |  |
| --- | --- | --- |
| **8** | **Employer’s Liability**:  Please advise what insurance you hold? | £ |
| **9** | **Public Liability**:  Please advise what insurance you hold? | £ |
| **10** | **Professional Indemnity**: (where appropriate)  Please advise what insurance you hold? | £ |

**TERMS AND CONDITIONS OF CONTRACT**

**Venue framework Agreement**

**With**

**South East Midlands Local Enterprise Partnership**

**CONTENTS**

1. Definitions and interpretations

2. Engagement

3. Term

4. Conditions of Engagement

5. Payment

6. Confidentiality

7. Liability and Insurance

8. Default

9. Termination

10. Assignment

11. Force majeure

12. Waiver

13. Notices

14. Survival

15. Validity of Agreement provisions

16. Resolving disputes

17. Third Party Rights

18. Contract Review

**1. DEFINITIONS AND INTERPRETATIONS**

In these Conditions, the following expressions shall have the meanings hereby ascribed to them:

* **Act of Parliament**: reference to any Act of Parliament or to any Order, Regulation, Statutory Instrument, or the like shall include any amendments or re-enactment of the same
* **A****greement**: this Agreement and its Appendices referred to herein
* **A****ssignment**: work to be carried out / professional service to be provided by the Supplier as specified in the Proposal
* **Supplier's R****epresentati****ve**: the person named in the Proposal as having primary responsibility for carrying out the Assignment
* **SEMLEP****'s** **Representative**: the person specified by SEMLEP as being the person to whom the Supplier's Representative should report
* **Day, week, month and year**: calendar day, calendar week, calendar month and calendar year respectively
* **D****eliverables**: all things to be provided to SEMLEP by the Supplier as part of the Assignment, including but not limited to, advice, brochures, computer programs, oral and written reports
* **English Law**: this agreement shall be governed by and construed in accordance with English Law, and the English Courts who shall have jurisdiction over any dispute or difference which shall arise between SEMLEP and the Supplier
* **Meaning of words**: words importing the masculine gender include the feminine gender and vice versa; words in the singular include the plural and vice versa and words importing individuals shall be treated as importing corporations and vice versa
* **Principals**: SEMLEP, for the purposes of Clause 10.4
* **P****roposal**: the Proposal submitted by the Supplier in connection with the Assignment

**2. ENGAGEMENT**

2.1The Supplier purports to have the know-how, qualifications and necessary ability to undertake the Assignment.

2.2 The Supplier and any parent or subsidiary company, partner or joint venture partner, warrants that it has no commercial or other interests which might conflict with or influence its advice to SEMLEP and warrants that it is not disbarred in any way from working on the Assignment.

2.3 SEMLEP hereby appoints the Supplier as a potential provider of the Goods and/or Services and the Supplier shall be eligible to be considered for the award of Call Off Agreements by the Authority and Other Contracting Bodies during the Framework Period.

2.4 This Framework Agreement governs the relationship between the Authority and the Supplier in respect of the provision of the Goods and/or Services by the Supplier.

2.5 The Supplier acknowledges and agrees that:

there is no obligation whatsoever on the Authority or on any Other Contracting Body to invite or select the Supplier to provide any Goods and/or Services and/or to purchase any Goods and/or Services under this Framework Agreement and

in entering into this Framework Agreement no form of exclusivity has been conferred on the Supplier nor volume or value guarantee granted by the Authority and/or Other Contracting Bodies in relation to the provision of the Goods and/or Services by the Supplier and that the Authority and Other Contracting Bodies are at all times entitled to enter into other contracts and agreements with other suppliers for the provision of any or all goods and/or services which are the same as or similar to the Goods and/or Services.

**3. Term**

3.1 The framework agreement will commence on the date that will be signed by the parties of the agreement and we will cease on November 2018.

3.2 All parties to the framework agreement will have the opportunity to review their involvement on annual basis. i.e On the anniversary of the agreement coming into infect.

**4. Conditions of Engagement**

4.1 The Supplier shall carry out the Assignment subject to and in accordance with the following (hereinafter collectively referred to as "the Conditions of Engagement");

4.1.1 SEMLEP's Procurement Procedure Rules and Financial Regulations;

4.1.2 This Agreement between SEMLEP and the Supplier, and any appendices.

**Note:** In the absence of any Supplier’s Proposal, SEMLEP shall provide a Work Plan, to be incorporated into this agreement.

4.2 The Supplier's Representative shall report to SEMLEP's Representative.

4.3 The Supplier’s Representative in addition to and in respect of carrying out the Assignment shall do and perform all matters and things which are usually done and performed by people/officers/staff providing those services according to the practice of their relevant professions including giving of regular reports and advice to SEMLEP during the Assignment and attending Committees/Panels of SEMLEP if and when required.

4.4 The Supplier agrees to:

4.4.1 Advise and assist SEMLEP with respect to all aspects of the Assignment and in that context to comply with all reasonable requests and directions of SEMLEP;

4.4.2 Use all reasonable endeavours to comply with all local or internal policies and regulations operated by or affecting SEMLEP; and

4.4.3 When providing the good/services exercise reasonable skill and care in conformity with the highest Industry standards.

**5. Payment**

5.1 Unless otherwise agreed, invoices will be paid within 30 days following receipt of each invoice issued on acceptance of the Service.

5.2 Invoices submitted by the Supplier, which are incorrect, shall be returned to the Supplier for correction and re-submission.

**6. Confidentiality**

6.1 The Supplier shall not, without the prior written consent of SEMLEP, during or after the termination or expiry of this Agreement disclose, directly or indirectly, to any person (including a person who is associated with or is part of the Supplier's organisation, but not engaged on the Assignment), firm, company, or third party, and shall only use for the purposes of this Agreement, any information relating to the Assignment, SEMLEP, its business, customers, suppliers or any other information of whatever nature which is not in the public domain and which comes into the Supplier's possession in connection with this Agreement.

**7. LIABILITY AND INSURANCE**

7.1 The Supplier is engaged for its ability and expertise in the subject matter of the Agreement upon which SEMLEP will rely.

7.2 Accordingly, the Supplier undertakes to take out and maintain Public liability insurance cover with a reputable insurance company against such liability.

7.3 The Supplier shall indemnify and keep indemnified SEMLEP from and against any action, costs, claims and proceedings in injury or damage to any property, real or personal, arising out of or in the course of carrying out this Agreement unless due to any act or neglect of SEMLEP or it’s named delivery partners or their servants. Without thereby limiting its responsibilities under this Condition, the Supplier SHALL INSURE with a reputable insurance company against all loss of and damage to property and injury to, or death of, persons arising out of or in consequence of the Supplier's obligations under the Contract and against all actions, claims, demands, proceedings, damages, costs, charges and expenses in respect thereof.

7.4 For all matters to which this Clause 10 applies, the insurance cover shall be a sum not less than:

Public Liability insurance cover - £2.5 Million per incident

or such greater sum as the Supplier may choose in respect of any one incident and the insurance policy providing such cover shall contain an indemnity to Principals clause, or shall otherwise expressly by its terms confer its benefits upon SEMLEP. The Supplier shall exhibit to SEMLEP forthwith upon demand satisfactory evidence that it has taken out such insurance.

**8. Default**

8.1 If the Supplier shall be guilty of any serious misconduct or any serious breach or non-observance of any of the conditions of this Agreement or shall neglect or fail or refuse to carry out the duties assigned to it hereunder, SEMLEP shall be entitled to terminate its engagement hereunder with immediate effect by giving written notice to the Supplier, without prejudice to any rights or claims SEMLEP may have against the Supplier arising out of such default.

8.2 If the Supplier:

8.2.1 Commits a breach of any of its obligations under the Contract;

8.2.2 Makes a composition or arrangement with its creditors, or has a proposal in respect of the company for the voluntary arrangements for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986;

8.2.3 Has an application made under the Insolvency Act 1986 in respect of the company to the Court for the appointment of an administrative receiver;

8.2.4 Has a winding-up order made, or (except for the purposes of amalgamation or reconstruction) a resolution for voluntary winding-up passed;

8.2.5 Has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed;

8.2.6 Has an administrative receiver, as defined in the Insolvency Act 1986, appointed;

8.2.7 Has possession taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in, or subject to, the floating charge;

8.2.8 Is in circumstances which entitle the Court or a creditor to appoint, or have appointed, a receiver, a manager, or administrative receiver, or which entitle the Court to make a winding-up order;

8.2.9 Offers or gives to any person any gift or consideration as an inducement for doing, or forbearing to do, any action in relation to obtaining any Contract with SEMLEP, or commits any offence under the Prevention of Corruption Acts 1889 to 1916, or if such acts are done by any person employed by, or acting on behalf of the Supplier, with or without the Supplier’s knowledge;

Then SEMLEP may without prejudice to any accrued rights or remedies under the Contract, terminate the Supplier's employment under the Contract by notice in writing either with immediate effect or on such date as specified in the notice.

**9. Termination**

9.1 The Agreement may be terminated by either party on written notice with immediate effect if the other party commits a material breach of any term of this Agreement, which is not remedied following a written request to remedy the breach within 14 days.

9.2 Upon termination of this Agreement or the Supplier's engagement whichever shall be the earlier, the Supplier shall immediately deliver to SEMLEP all correspondence reports, documents, specifications, papers, information (on whatever media) and property belonging to SEMLEP which may be in its possession or under its control.

9.3 In the event that SEMLEP is not satisfied with the Services provided, in its absolute discretion, SEMLEP may end the agreement forthwith by written notice to that effect; giving full explanation for their reason and thereupon SEMLEP shall be released from any obligation to pay any outstanding fees.

**10. ASSIGNMENT**

10.1 The Supplier shall not without the prior written consent of SEMLEP:

10.1.1 Dispense with the services of, or replace, the Supplier's Representative.

10.1.2 Transfer or assign the whole or any part of this Agreement.

10.2 None of the services described in the Proposal hereto shall be sub-contracted without the prior written consent of SEMLEP.

**11. Force majeure**

11.1 Neither Party will be liable to the other for any failure to fulfil its obligations caused by circumstances outside its reasonable control.

**12. Waiver**

12.1 No delay by either Party in enforcing any of the terms or conditions of this Agreement will affect or restrict SEMLEP’s own rights and powers arising under the Agreement. No waiver of any term or condition of this Agreement will be effective unless made in writing.

**13. Notices**

13.1 Notices must be served either personally, sent by pre-paid registered post or faxed to the address of the other Party given in this Agreement or to any other address as the Parties may have notified during the period of the Agreement. Any notice sent by post will be deemed to have been delivered on the first working day following its dispatch.

**14. Survival**

14.1 The provisions of this Agreement which expressly or by implication are intended to survive its termination or expiry will survive and continue to bind both Parties.

**15. Validity of Agreement provisions**

15.1 If any provision of this Agreement is held to be invalid, in whole or in part, such provision shall be deemed not to form part of the Agreement. In any event the enforceability of the remainder of the Agreement will not be affected.

**16. Resolving disputes**

16.1 Should any dispute arise between them, the Parties will attempt to resolve the dispute in good faith by senior level negotiations. Where both Parties agree that it may be beneficial, they will seek to resolve the dispute through mediation by the Centre for Dispute Resolution. If the dispute is not resolved through negotiation or mediation both Parties agree that the English Courts will have exclusive jurisdiction in resolving the dispute.

**17. THIRD PARTY RIGHTS**

17.1 Unless expressly provided in this Contract,the parties hereto do not intend any provisions hereof to be enforceable by any third party under the provisions of The Contract (Rights of Third Parties) Act 1999 and as such no person other than the said parties shall have any rights under this Contract nor shall it be enforceable by them.

**18. CONTRACT REVIEW**

18.1 This contract is subject to yearly review and as part of the process SEMLEP will review the goods and services required. Should the need for that service be no longer be required, either by the demand being transferred to another body or that SEMLEP wishes to discontinue supplying that demand, then SEMLEP reserves the right to withdraw those works, goods and services from the contract. This removal will be undertaken giving 30 days’ notice and the costs for those services will be deducted from the overall contract value. SEMLEP will not be liable for any addition costs attributed to the removal of those services.

18.2 We at SEMLEP expect our suppliers to work with us to constantly improve their service and create efficiencies for the future. Therefore we will conduct annual reviews to monitor progress on Communication, Customer Satisfaction, Product Rationalisation, Environment, Equalities, Improvements to Service, Innovation, Price and Quality standards. This review will not only focus on achievements made in these areas from the previous year, but also ideas and proposals for the following year. Both the supplier and an authorised officer from SEMLEP will sign off all reviews. Should there be an inflationary clause in a long-running contract; no payment will be made against that clause until after the review has taken place.