

Welsh Electronics Forum

Invitation to Tender

Competitive Tender to Establish an Integrated Virtual Office, Web Presence and Mobile Comms System

REF: WEF1001

Issued 22nd February 2010
by Chris Young
Welsh Electronics Forum

1. Introduction

1.1 The Welsh Electronics Forum is a trade association for software, semiconductor and electronics companies based in Wales. It is the authoritative voice of the industry and works closely with the public sector to ensure that the industry is valued for its substantial contribution to the Welsh economy as a technology provider in its own right and as an enabler of other key sectors and markets. Its goals are to provide more opportunities for the community of members to do better business and to nurture, connect and inspire the talent pool. Created in 1998, it is an independent body and company limited by guarantee, owned and managed by the industry.

1.2 The circumstances of the Welsh Electronics Forum have recently changed enabling it to review and overhaul its IT, comms and web presence. We are seeking to set up a virtual office to link the three members of staff.

2. Aim of the Tender

2.1 The Welsh Electronics Forum is inviting proposals and/or recommendations for one, more or all of the following:

- a. secure hosted server service – for shared remote office documentation
- b. secure hosted Customer Relationship Management Database
- c. development and hosting of a website with Content Management System
- d. hosted email platform with secure remote access
- e. broadband access
- f. unified comms
- g. virtual office equipment

2.2 If your proposal covers only one aspect, you will be expected to work closely with the other suppliers to address boundary issues associated with the other aspects. You will be expected to take account of good collaborative working practices.

2.3 You will not be discouraged from presenting innovative solutions within your proposals. For instance, if you do not possess the correct blend of experience in the appropriate fields you will not be penalised for submitting joint proposals with other suppliers.

2.4 The successful suppliers will be expected to meet, as necessary, with the Forum's Chief Executive (meetings are likely to take place in Swansea)

3. Background

3.1 The Welsh Electronics Forum currently employs one full-time member of staff plus two part-time contractors. Each is remotely located and works from home. It is anticipated that additional short-term / part time contractors will work with the Forum from time to time.

3.2 Personal equipment (lap tops, mobile phones etc) are currently in use and, in the case of contractors, are likely to remain so. Recommendations on the balance of Forum-owned equipment to privately-owned equipment in terms of security of data and minimum specifications will be required.

3.3 Mobile phone contracts are currently (two locations are not-spots):

- Samsung SGH-G600 with Vodafone
- Blackberry 9700 Bold with Vodafone
- Nokia with 3G

3.4 Broadband contracts are currently:

- Virgin
- BT Total Broadband Option 3

3.5 Email packages are currently

- Microsoft Outlook
- Microsoft Outlook Express
- Microsoft Outlook Web Access

3.6 Current website was created in 2001 and has reached the limit of its capability!
www.welsh-electronics.com

3.7 The Forum represents a hi-tech industry. We wish to reflect this with appropriate cutting edge solutions

4. Tender Description

4.1 You are invited to submit proposals which address one or more of the following:

4.1a secure hosted server service – for shared remote office documentation

- to enable document access and sharing (currently 3GB) inc CRM
- shared workspace and version control
- secure log on and firewalls
- additional protected areas/files and access rights
- secure back-up and assured business continuity
- advice needed on benefits of application servers (local v server) and the most advantageous balance of internal to cloud provision
- clear understanding needed of implications of shared access, shared service, contention ratio and bottle necks
- guidance required on compliance with the Data Protection Directive if a cloud solution is adopted

4.1b secure hosted Customer Relationship Management Database

- currently held as an Excel spreadsheet
- currently 560 records (expected to increase), 87 fields (not all required, more to be added)
- currently the company name is the unique identifier

- fields currently include address and geographical data, multiple contact details per company, financial and employee figures, categorisation codes, notes (can be substantial formatted text), management fields
- new category of record to be introduced – database of individuals, linked to vacancies service, inc CVs. Individuals are not necessarily linked to a company
- new category of record to be introduced – external partners and sponsors
- version control will be required
- auto completion required based on postcode (eg region, unitary authority)
- records to be linked to participation, marketing campaigns, enquiries, emails and correspondence, their press releases
- surveys and polls of members
- management of membership to be added, inc optional links to finance package
- reports, statistics and trend data to be generated and exported into Microsoft packages – some will be regular, others will be ad hoc
- search facility
- synchronisation of contact email addresses with email package (currently Outlook)
- synchronisation of phone book with mobile comms devices, phone system and soft phone, ideally auto dial
- secure access by contractors with different levels of visibility, permissions and restricted areas
- CRM data to drive on-line directory (note: this includes substantial text - 3 pages) see 4.1c
- member portal to enable companies to see and update their details on line via the website – this is optional
- ability to add future functionality without incurring major redevelopment cost
- ownership of the code and downloadability
- clear understanding of the constraints and benefits of the bespoke or chosen application platform eg Salesforce.com, ACT and alternatives
- cost of migrating current data to new CRM
- ease and cost of moving the CRM to another server platform at a later date
- ease of use
- user training
- annual running, maintenance, hosting, minimum contract duration and licence costs (need to minimise these)
- advice and recommendation on additional tools and facilities

4.1c development and hosting of a website with Content Management System

- Note: the new website will have different aims and look & feel to the existing site and structure. Minimum migration of existing data is expected
- aims:
 - i. open access area to promote the industry and the Forum externally to global customers of our members, the public sector, press, researchers and the general public
 - ii. restricted, members-only area to nurture two large-scale, distributed communities with a blurred boundary between – companies and individuals, providing them with information, signposting, interactive space and access to membership services offered by the Forum

- look & feel – clean, business-like and appealing to the technology industry
- general requirements –
 - i. domain name management (welsh-electronics.com .org .net .co.uk)
 - ii. to be driven by a content management system linked to the CRM database
 - iii. must adopt current good-practice useability, privacy and accessibility standards
 - iv. site search facility
 - v. search engine optimisation
 - vi. document library
 - vii. generation of web usage statistics and analytics
 - viii. accept on-line payments (eg for events, membership fees) - optional
 - ix. capture of visitor details (with consent) and upload to the CRM database
 - x. ease of maintenance by Forum
 - xi. recommendations and issues around extending the look & feel, possible rebranding, functionality and structure at a later date
 - xii. recommendations on ownership, access and portability of the source code
 - xiii. minimum contract duration
 - xiv. advice on licences, single site licences and our ability to sub-contract
 - xv. user training
 - xvi. clear understanding of the constraints and benefits of the bespoke or chosen application platform eg Immediacy and alternatives
 - xvii. ability to add future functionality without incurring major redevelopment and cost
 - xviii. advice and recommendation on additional tools and facilities
- external area – to include
 - i. information and statistics about the industry
 - ii. information on work of the Forum
 - iii. directory of companies (similar to existing website) driven from the CRM database (see 4.1b), ideally driven by a graphical interface plus link to direction mapping (eg Google maps, Multimap and alternatives)
 - iv. opportunities to generate sponsorship revenue
 - v. Note: there will be a small amount of parallel Welsh language content
- members-only area – to include:
 - i. structure which will nurture the corporate community and community of individuals
 - ii. portal to capture members input (updating their profiles, survey and poll participation etc) and update the CRM database
 - iii. interactive areas and collaborative membership groups inc wikis
 - iv. members directory of services with different but related content to the external directory, driven from the CRM database, ideally with a graphical user interface
 - v. recommendations on personalisation of the visitor experience and user generated content
 - vi. opportunities for sponsorship and advertising revenue
 - vii. integration of social networking tools (esp Linked-In and its Welsh Technology Industry Group) and network mapping
 - viii. access to membership services inc vacancies service, news service, enquiries service, training programmes

- ix. news bulletins and feeds and events promotion and calendar of events
- x. event management (linked to the CRM)
- xi. membership management (linked to the CRM)
- xii. restricted document library and optional social bookmarking
- xiii. event management software

4.1d hosted email platform with secure remote access

- multiple email addresses required
- creation of additional temporary email addresses (or redirection of email to alternative accounts) to allow for temporary employees or contractors. They should have the ability to send and receive email as though they came directly from the Forum. The facility to create these email account should ideally be under Forum control. Please recommend security measures
- staff to be able to send emails on behalf of one another, with appropriate permissions
- anti-spam filters
- ability to set up alternative “reply to” email addresses

4.1e broadband access

- recommendations for broadband access, security and packages for the existing three sites of the virtual office
- recommendations for mobile broadband access and security measures
- recommendations for additional equipment
- recommendations on the balance between Forum-owned equipment and services and consultant–owned equipment and services
- advantages of business broadband and the service delivered

4.1f unified comms

- non-geographical phone numbers and future portability across different media / providers
- recommendations on mobile phones, contracts and call charges inc web and email access
- note: staff are reluctant to have to carry two phones
- recommendations on landline phones and contracts
- recommendations on use of soft phones, VoIP and skype
- recommendations on the balance between Forum-owned equipment and services and consultant–owned equipment and services (equipment cost, security, contract cost)
- recommendations for services (redirections, hunt groups, outsourced reception services, ease of reconfiguring)
- convergence of messaging for voicemail, email and text with single in-box and enterprise server to synchronise and pass messages
- live chat unlikely to be required
- recommendations on collaborative tools to enable virtual team working (eg SharePoint and alternatives)
- telephone conferencing (video conferencing unlikely to be required) – BT MeetMe currently in use
- shared calendars and optional presence detection
- shared phone books and email address books driven by the CRM database

4.1g virtual office equipment and software

- accounting software for single user eg Sage or alternatives
- advice on anti-virus protection on all devices
- high-brightness data projector
- colour printer / fax / photocopier / scanner
- appropriate spec for laptop compatible with above requirements
- secure wireless router
- all equipment to be networkable (or wirelessly addressed)
- recommendation for additional equipment
- recommendations to ensure that this investment in technology can evolve as the Forum grows

4.1h what have we overlooked?

- please identify anything which has been overlooked or that would enhance the virtual office and the experience of our members

4.2 Please submit a realistic time plan for delivery

5. Budget

5.1 The development budget for implementing this virtual office, web presence and mobile comms must not exceed £50,000, excluding VAT.

5.2 Annual maintenance / hosting and operating costs / licences must be kept to a minimum

5.3 If you are unable to recover the VAT element on costs incurred, Service Price (ex VAT) will be the maximum which can be invoiced

6. Timetable

6.1 The timetable is as follows;

- Submission of Expressions of Interest, outline proposals and indicative costs is 5pm on Wednesday 24th February 2010
- We will notify you of our invitation to submit worked up tenders by Friday 26th February
- Submission of worked up tenders by 5pm on Wednesday 10th March 2010
- Appointment of Suppliers will be announced 12th March 2010
- Assignment to commence on 15th March 2010

7. Expressions of Interest and Tender Procedure

7.1 Expressions of Interest must be submitted by email to chris.young@welsh-electronics.com by 5pm on Wednesday 24th February 2010 and should clearly state:

- which parts of the solution you can provide

- brief outline proposal
- in the case of the CRM, website and CMS, what platform you are recommending
- separate, indicative costs (or range) for each part of the solution, ideally with development and recurrent costs separated
- relevant previous experience and expertise
- indicative timetable

7.2 A face-to-face meeting may be required after consideration of the submission of Expressions of Interest, outline proposals and indicative costs before we invite submission of worked up tenders. You will be notified on 26th February 2010

7.3 Following submission of the full tender, the successful supplier(s) will have demonstrated the following;

- value for money
- fitness for purpose, ease of use and flexibility
- appropriate cutting edge solutions
- benefits of proposed solution over other potential solutions
- relevant previous experience and expertise
- ability to deliver and a realistic timetable.

7.4 The Contract will be awarded on the basis of the above. It does not mean that the cheapest option will be preferred automatically.

7.5 The Forum reserves the right to split budget between the objectives based on the strength of the submissions.

7.6 The Forum reserves the right to award one or more contracts. Should a contract not be awarded the Forum reserves the right to cancel the project, to reissue in full or to re-specify the tender brief and reissue. This decision will be entirely at the discretion of the Forum, but will clearly be influenced by the content of all submissions.

8. Expressions of Interest and Tender Submission

8.1 The Welsh Electronics Forum will not reimburse any costs associated with any aspect of a response to this tender brief. As a result respondents should make their own judgement on the quality of submission appropriate for this competitive tender

8.2 The Expression of Interest must be sent by email

8.3 The full, worked up tender submission must be paper based as signatures are required. It may however be supported by PC files

8.4 All documentation submitted as part of the full worked up tender must include the tender title, tender reference number, your company name and the date of submission.

8.5 Please include, as relevant, the following breakdown of costs in your full worked-up Tender submission

- design / development
- set-up / migration
- equipment
- on-going maintenance / hosting and operating costs / licences

8.6 Your submission should aim to help the Forum in their task of appointing suppliers by being easy to understand, structured clearly/logically and sticking to the brief

8.7 Please provide a named Account Manager as our point of contact. Please also give an indication of your experience of delivering similar contracts.

8.8 If subcontractors or suppliers will be part of your proposal, please identify the context in which they will be used

8.9 Please note that material submitted will not be returned

9. Submission Procedure

9.1 The deadline for receipt of Expressions of Interest is 5pm on Wednesday 24th February by email to chris.young@welsh-electronics.com

9.2 The deadline for submitting the full, worked-up Tender is 5pm on Wednesday 10th March 2010 and should be addressed to:

Dr Chris Young, Chief Executive
Welsh Electronics Forum,
Llys y Ddraig
Penllergaer Business Park
Swansea SA4 9NX.

9.2 Full, worked-up Tenders must be submitted in a sealed, plain envelope using a plain black and white label

9.3 The envelope must not carry any external identification as to the name of the organisation that has submitted the tender. This includes information written on posting slips, courier labels etc. It is recommended that where this type of information is required by the delivery agent a named individual is used instead of the organisation name. Submissions not achieving this requirement are liable to be rejected and not opened

9.4 Please note that some couriers can take longer to deliver packages without external identification.

9.5 Please note that proof of your despatch of materials for submission is not proof of receipt by the Welsh Electronics Forum.

9.6 Submissions received after 5pm on the specified date will be rejected and not opened.

10. Non-Submission

10.1 If, having studied this tender brief, you decide not to submit a response, it would be helpful to let the Forum know as soon as possible

11. Clarification

11.1 Any points of clarification that you may have regarding this brief can be answered by contacting:

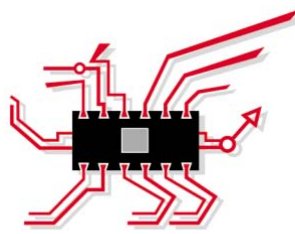
Dr Chris Young
The Welsh Electronics Forum.

phone: 01792-222475, 07977-412257
email: chris.young@welsh-electronics.com

12. Terms and Conditions

12.1 All data associated with this project is confidential and the successful supplier(s) will be required to sign and return a Confidentiality Agreement.

12.2 The standard purchasing terms and conditions of the Welsh Electronics Forum will apply. The successful consultant will be obliged to sign a formal written contract to this effect. Copies of the terms for the Welsh Electronics Forum are attached in Appendix 1.



Welsh Electronics Forum

APPENDIX 1: TERMS AND CONDITIONS.

These conditions may only be varied with the written agreement of the Client. No terms or conditions put forward at any time by the Supplier shall form any part of the Contract.

1. DEFINITIONS

In these Conditions:

'Client' means the Welsh Electronics Forum;
'Commencement Date' means the date the Project is to commence as specified in the Purchase Order;
'Consultant' means the Person to whom the Contract is issued;
'Contract' means the contract between the Client and the Consultant consisting of the Purchase Order, these Conditions and any other documents (or parts thereof) specified in the Purchase Order or in these Conditions;
'key personnel' means those persons identified as key personnel pursuant to Condition 3;
'Completion Date' means the date the Project is to be completed by as specified in the Purchase Order;
'Person' means any individual, firm, partnership, association or company and any other incorporated or unincorporated body;
'Premises' means the location where the Project is to be performed as specified in the Purchase Order;
'Project' means the services to be provided as specified in the Purchase Order;
'Purchase Order' means the document setting out the Client's requirements for the Contract overleaf.

2. THE PROJECT

- 2.1 The Consultant shall complete the Project with reasonable skill care and diligence in accordance with the Contract between the Commencement Date and the Completion Date. Time is of the essence in the performance of the Project. The Consultant shall adhere at all times to the Principles of Best Practice contained in the Client's Code of Practice (Incorporating Financial Policy and Procedures) from time to time in force a copy of which the Consultant acknowledges it has received.
- 2.2 The Consultant shall devote such of its time, attention and ability to ensure the Project is completed in accordance with Condition 2.1.
- 2.3 The Consultant shall provide the Client with such reports of his work on the Project at such intervals and in such form as the Client may from time to time require.
- 2.4 The Client reserves the right by notice to the Consultant to modify its requirements in relation to the Project and any alteration to the Contract fee or the Completion Date arising by reason of such modification shall be agreed between the parties. Failing agreement the matter shall be determined by the arbitration of two persons one to be appointed by the Client and one by the Consultant or their umpire, in accordance with the provisions of the Arbitration Act 1950.

3. KEY PERSONNEL

3.1 The Consultant shall procure that any individuals named on the Purchase Order as key personnel shall carry out the Project and that no other employee, director or partner (as relevant) of the Consultant shall work on the Project without first being approved in writing by the Client as a key personnel.

4. FEES AND EXPENSES

- 4.1 The Client shall pay to the Consultant fees at the rate specified in the Purchase Order.
- 4.2 The Consultant shall be entitled to be reimbursed by the Client at no greater than cost the amount of all expenses specified in the Special Conditions in the Purchase Order (if any) which are reasonably and properly incurred by him in the performance of his duties hereunder subject to any limitation contained in any policy document governing expenses which the Client may issue from time to time and to production of such evidence thereof as the Client may reasonably require of payment of such expenses. Such expenses shall be subject to any maximum amount stated in the Purchase Order.
- 4.3 Unless otherwise stated in the Contract, payment will be made within 30 days of receipt and agreement of invoices and supporting evidence for expenses referred to in Condition 4.2.
- 4.4 Invoices shall be submitted monthly in arrears, for work completed and expenses incurred in each case to the satisfaction of the Client in the preceding month. The first invoice is due one month from the Commencement Date.
- 4.5 Value Added Tax, where applicable, shall be shown separately on all invoices.
- 4.6 Any goods purchased with funding provided by the Client shall belong to the Client absolutely and the Consultant shall take any action necessary to give effect to this Condition 4.6

5. AUDIT

- 5.1 The Consultant shall keep and maintain until three years after the Contract has been completed records to the satisfaction of the Client of all expenditures which are reimbursable by the Client and of the hours worked and costs incurred by the Consultant or in connection with any employees of the Consultant paid for by the Client. The Consultant shall on request afford the Client or his representatives such access to those records as may be required by the Client in connection with the Contract and shall permit such persons to take copies thereof upon payment to the Consultant of a reasonable charge.

6. CORRUPT GIFTS OR PAYMENTS AND CONFLICTS OF INTEREST

- 6.1 The Consultant shall not offer or give, or agree to give, to any member, employee or representative of the Client any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the Client or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract. The attention of the Consultant is drawn to the criminal offences created by the Prevention of Corruption Acts 1889 to 1916.
- 6.2 Save with the prior written agreement of the Welsh Electronics Forum the Consultant and the Personnel shall not, in the provision of the Services, be involved in any negotiation or project of whatever nature between the Welsh Electronics Forum and any person where the Consultant or the Personnel is or may be engaged or interested, either directly or indirectly in such Person, negotiation or project and it is the Consultant's responsibility to notify the Welsh Electronics Forum in writing immediately of any such conflict or potential conflict which may arise.
- 6.3 The Consultant shall not promise in any way its own business or services to any Person with whom it is involved in carrying out the Project during the period of the Contract.

7. COPYRIGHT AND DOCUMENTS

- 7.1 If the Consultant makes or discovers any discovery, invention, secret process or improvement pursuant to the Contract, then the Consultant will make full disclosure to the Client and the said discovery, invention, process or improvement and any intellectual property rights therein shall belong to and be the absolute property of the Client and the Consultant will do all such things necessary or desirable to vest such intellectual property rights (and the rights referred to in Condition 7.2 below) in the Client absolutely.
- 7.2 All drawings, designs, documents, models, proto-types and other materials produced by the Consultant hereunder in whatever medium held or recorded and the copyright and/or design right or other rights therein shall belong to the Client absolutely.
- 7.3 The Consultant will upon the termination of its appointment immediately deliver up to the Client all correspondence, documents, specification, papers and property belonging to the Client which may be in its possession or under its control.

8. INDEMNITIES AND INSURANCE

- 8.1 The Consultant shall indemnify and keep indemnified the Client, its servants and agents against all actions, claims, proceedings, costs, charges, liabilities, expenses incurred by or made against the Client, its servants or agents in respect of any loss or damage or personal injury (including death) which arises from any advice given or anything done or omitted to be done under this Contract to the extent that such loss, damage or injury is caused by the negligence or other wrongful act or omission of the Consultant, his servants or agents.
- 8.2 The Consultant (if an individual) represents that he is regarded by both the Inland Revenue and the Department of Social Security as self-employed and accordingly shall indemnify the Client against any tax, national insurance contributions or similar impost for which the Client may be liable in respect of the Consultant by reason of this Contract
- 8.3 The Consultant shall effect with an insurance company or companies acceptable to the Client a policy or policies of insurance covering all the matters which are the subject of the indemnities and undertakings on the part of the Consultant contained in this Contract in the sum of £1 million at least in respect of any one incident and unlimited in total.
- 8.4 If requested, a certificate evidencing the existence of such policies together with confirmation of up-to-date payment of premiums shall be provided by the Consultant to the Client.

9. DISCRIMINATION

- 9.1 The Consultant shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976, the Sex

Discrimination Act 1975 and or the Disability Discrimination Act 1995,

13. ASSIGNMENT AND SUB-CONTRACTING

relating to discrimination in employment. The Consultant shall take all reasonable steps to ensure the observance of these provisions by all servants, employees or agents of the Consultant and all sub-contractors engaged in the execution of the Contract, and shall ensure they are familiar with the contents of the client's Equal Opportunity and Harassment Policy (as amended from time to time).

10. OFFICIAL SECRETS ACTS AND CONFIDENTIALITY

- 10.1 The Consultant undertakes to abide and procure that his servants, employees, agents and subcontractors abide by the provisions of the Official Secrets Acts 191 to 1989.
- 10.2 Unless the Client consents in writing in advance to the information to be disclosed or otherwise used and the Person to whom the Consultant is to disclose the information or the purpose to which the Consultant is to use the information then the Consultant will not and shall procure that all its employees will not at any time during or after its appointment hereunder disclose or allow to be disclosed to any Person or otherwise use or allow to be used for any purpose any confidential information relating to the business or affairs of the Client (which shall include without limit all details and lists of clients and customers of the Client or Persons with whom the Client is negotiating for the supply of its services) which is obtained by the Consultant by reason of the Contract. If at any time the Client gives its consent to disclosure or use of such information hereunder the Consultant shall first procure that the Person receiving such information shall be bound by the same provisions as the Consultant hereunder. The Consultant shall not be in breach of this Condition if the Consultant discloses any such information referred to herein which is or becomes in the public domain other than as a result of a breach of this Condition.

11. TERMINATION

- 11.1 The Consultant shall notify the Client in writing immediately upon the occurrence of any of the following events:
- (a) where the Consultant is an individual and if a petition is presented for the Consultant's bankruptcy, or he makes any composition or arrangement (whether formal or informal) with his creditors, or if a receiver is appointed over any of his assets, or if an application for an interim order is made under Section 253 of the Insolvency Act 1986; or
- (b) where the Consultant is a firm; or a number of persons acting together in any capacity, if any event in (a) or (c) of this Condition occurs in respect of any partner in the firm or any of those persons or in respect of the firm or in respect of the key personnel or a petition is presented for the Consultant to be wound up as an unregistered company or if an administrator is appointed or if the firm enters into a voluntary arrangement; or
- (c) where the Consultant is a company, if the company passes a resolution for winding-up or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement (whether formal or informal) with its creditors, or an administrative receiver, receiver, manager, liquidator or administrator is appointed over all or any part of its undertaking, assets or income, or if any event in (a) of this Condition occurs in respect of the key personnel.
- 11.2
- (a) On the occurrence of any of the events described in Condition 11.1 or if the Consultant or the key personnel shall have committed a breach of this Contract and (if such breach is capable of remedy) shall have failed to remedy such breach within fourteen (14) days of being required by the Client in writing to do so; or
- (b) if the Consultant or the key personnel, in the Client's opinion, is incompetent or commits any act of gross misconduct and/or neglects or omits to perform the Project or any of its duties or obligations under the Contract; or
- (c) if the Consultant or the key personnel fails or refuses after written warning to carry out the Project or the duties reasonably and properly required of it under the Contract; or (e) if the Consultant or the key personnel is guilty of any conduct which in the opinion of the Client brings or is liable to bring the Client or the Consultant into disrepute; or
- (d) where the Consultant is an individual or in respect of the key personnel, or a partner in a firm (if the Consultant is a partnership) if he shall die or become a patient under the provisions of the Mental Health Act 1983 or is convicted of any criminal offence (excluding an offence under the Road Traffic legislation of which a sentence other than a term of imprisonment is imposed) the Client shall be entitled to terminate this Contract by notice to the Consultant with immediate effect.
- 11.3 In addition to its rights of termination under Condition 11.2, the Client shall be entitled to terminate this Contract by giving to the Consultant not less than thirty days' notice to that effect.
- 11.4 Termination under Conditions 11.2 or 11.3 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Client.

12. RECOVERY AND SUMS DUE

Wherever under this Contract any sum of money is recoverable from or payable by the Consultant, that sum may be deducted from any sum then due, or which at any later time may become due to the Consultant under this Contract or under any other agreement or contract with the Client.

The Consultant will not assign or sub-contract any of its rights, liabilities or obligations under the Contract without the prior written consent of the Client. If at any time the Client gives its consent to sub-contracting then the Consultant shall be entitled to disclose to each sub-contractor such information as is confidential as referred to in Condition 10.2 which is necessary for the sub-contractor to carry out his responsibilities in connection with the Project provided always that (a) the Consultant procures each sub-contractor is bound by the same obligations as the Consultant undertakes pursuant to the Contract including without limit secrecy in accordance with Condition 10.2 and the provisions of Conditions 6, 7 and 10 and (b) for the avoidance of doubt at all times the Consultant remains directly liable to the Client for any breach of the Contract caused by any act or omission of the sub-contractor and the Consultant shall indemnify and keep indemnified the Client in accordance with Condition 8.1 as if the breach caused by any act or omission of the sub-contractor was in fact caused by the Consultant. The Consultant undertakes to pay any undisputed invoice raised by a sub-contractor within 30 days of the invoice date.

14. NOTICES

Any notice given under or pursuant to the Contract may be sent by hand, post, registered post, recorded delivery service or transmitted by facsimile transmission and if so sent or transmitted to the address or facsimile number of the party shown on the Purchase Order, or to such other address or facsimile number as the party may by notice to the other have substituted therefore, shall be deemed effectively given on the day when in the ordinary course of the means of transmission, post or delivery it would first be received by the addressee in normal business hours. Any notice to the Client shall be marked for the attention of the person shown under Contact Name on the Purchase Order.

15. MISCELLANEOUS

- 15.1 The headings to Conditions shall not affect their interpretation.
- 15.2 This Contract supersedes any prior agreement between the Client and the Consultant in respect of the Project whether written or oral and any such prior agreements are cancelled as at the Commencement Date.
- 15.3 The failure of the Client to enforce at any time or for any period any one or more of the terms and conditions of the Contract shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of the Contract.
- 15.4 Nothing in the Contract shall have the effect of making the Consultant the servant of the Client.
- 15.5 The Consultant is an independent contractor and not an agent for or representative of the Client. The Consultant has no authority to bind the Client to any commitment with any third party and shall not at any time when performing the Project hold itself out as being an agent for or representative of the Client.
- 15.6 The Consultant in signing the Contract warrants, represents and undertakes to the Client that the information which it has provided to the Client prior to the Contract is true, complete and accurate in all respects as at the date of signing the Contract and it further undertakes to disclose immediately to the Client anything which comes to its notice which is or may be a material change to the said information or a breach of this warranty.
- 15.7 Any obligation under the Contract on the Consultant shall include an obligation on the Consultant to procure that the key personnel (if any) shall comply with that obligation where the context so requires.
- 15.8 Conditions 7, 10 and any other Condition which by implication needs to survive termination of the Contract (howsoever arising) shall so survive such termination.
- 15.9 Any reference to a statute shall include any statutory modification or re-enactment thereto
- 15.10 Where the Consultant is a company it warrants that in entering into the Contract and performing its obligations under the Contract it is and will at all times be acting in accordance with its Memorandum and Articles of Association.
- 15.11 Where the Consultant is a partnership it warrants that the partner who signs the Contract is duly authorised to do so and in so doing is confirming that each and every partner in its firm is jointly and severally liable to the Client under the Contract.
- 15.12 Where the Consultant is a number of Persons acting together in any capacity the Consultant's obligations under the Contract are joint and several and references to the Consultant shall include each and every Person named as the Consultant as the context so admits and requires.
- 15.13 Any reference to the masculine shall include the feminine, the neuter and vice versa.
- 15.14 In the event of any conflict between these Conditions and any other terms forming part of the Contract, these Conditions shall prevail.

16. GOVERNING LAW

These Conditions shall be governed by and construed in accordance with Welsh and English law and the Consultant hereby irrevocably submits to the jurisdiction of the Welsh and English courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Client to take proceedings against the Consultant in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.