

Interim National Development Manager

Invitation to tender - ref: STSIDM

1. Introduction

Scottish Target Shooting (STS) is the recognised governing body for the sport of shooting in Scotland, representing the 4 member associations; Scottish Clay Target Association, Scottish Small-bore Rifle Association, Scottish Full-bore Rifle Association and Scottish Pistol Association.

The STS are seeking an Interim National Development Manager to develop the governance, pathways and infrastructure of the SGB and sport in Scotland.

The provider will ultimately develop and deliver a new 4 year strategy for the STS.

It is anticipated that the contract will commence on 1 October 2013 for a period of 18 months.

2. Contracting authority

The contracting authority for this procurement is the Scottish Target Shooting Federation trading as Scottish Target Shooting.

1.3 Communication

Tenderers may submit enquiries regarding clarification or interpretation of the brief through Scottish Target Shooting by 1 August 2013. Any enquiries received after this date may not be responded to prior to the deadline.

1.4 Mistakes

Information supplied to Tenderers in writing, or contained in any publication notified to the Tenderer, is only for general guidance in the preparation of a Proposal. Tenderers must satisfy themselves, by their own investigations, with regard to the accuracy of any such information, and no responsibility is accepted by Scottish Target Shooting for any direct or consequential loss or damage, of whatever kind and howsoever caused, arising from the use by Tenderers of such information.

1.5 Contract

This ITT is not a contract offer by Scottish Target Shooting and, therefore, a response to this ITT does not bind Scottish Target Shooting in any way. In the event of award, the successful proposal will be governed by the terms and conditions attached as Appendix 2 of this tender.

1.6 Confidentiality

Tenderers may not make any statements, speeches, or broadcasts or issue any news releases, articles, brochures, advertisements, or any other written material, or cause any information to be published electronically, with respect to any matter regarding this ITT, including a Tenderer's participation in the ITT, any decision of Scottish Target Shooting, and any subsequent award of contract or activity relating to this ITT, without the prior written approval of Scottish Target Shooting.

1.7 Expenses

All costs, expenses or charges incurred by the Tenderer in the preparation of a proposal, whether a proposal is submitted to Scottish Target Shooting or not, must be borne by the Tenderer and may not be charged by the Tenderer to Scottish Target Shooting under any circumstances.

1.9 Validity

Tenders shall remain open for acceptance until 20th September 2013. Proposals may be accepted by Scottish Target Shooting at any time during this period.

1.10 Changes to Tender procedure

Scottish Target Shooting reserves the right to change the basis of, or the procedures for, the tender process including the timetable; to reject any or all of the Proposals received; not to invite any tenderer to proceed further; not to provide any Tenderer with additional information. Under no circumstances shall Scottish Target Shooting incur any liability in respect thereof.

1.11 Pricing information

All prices should be provided in the pricing schedule included and must be firm and valid until the end of the contract.

All prices quoted must be exclusive of VAT and quoted in pounds sterling and state the amount of VAT due.

All costs must be provided to allow price to be scored fairly during the review process. Any additional pricing information will not be considered.

1.12 Submission arrangements

Tenders should be submitted electronically to admin@stsf.org.uk by the deadline of 16 August 2013

In addition, one hard copy should be sent to:-

Jacqui Dunlop

Administrator

Scottish Target Shooting

Glenearn Cottage

Edinburgh Road

Port Seton

EH 32 0HQ

Late proposals, e-mailed or faxed proposals, or unsolicited amendments will not be considered. **Please include project title and/or reference number on outside of submission.**

Tenderers are requested to limit the length of their tender to no more than 5 pages of text (excluding any covering letter, the pricing proposals, the bona fide tender statement and any CV that the tenderer may wish to include).

1.13 Evaluation criteria

The selection criteria and weighting to be used in consideration of selecting the most economically advantageous tender is a score of 55% on qualitative aspects and 45% on pricing as follows:-

Cost	45%
Understanding of our requirements as specified in the ITT and the extent to which the proposals meet the requirements	20%
Quality of the proposed approach to the elements of the work outlined in this ITT	20%
Added Value and Innovation	15%

1.14 Presentations

Following evaluation of the tender document, Scottish Target Shooting will invite compliant Tenderers to present their bid and demonstrate their solution.

The presentations should not provide any new information over and above that provided in the written response but can be used to provide clarification of the Proposal.

Scottish Target Shooting reserves the right to ask question certain aspects of the proposal as they see fit.

Refer to Section 1.16 below for details of the date when presentations are anticipated to take place.

1.15 Selection

Service providers will not be guaranteed any business, and neither the service providers nor any individual member of it will be sole supplier of advice and services to Scottish Target Shooting for each respective lot. In particular, Scottish Target Shooting reserves the right to appoint other service providers, whether by open competitive tender (which service providers may take part in) or otherwise, in the event that they consider that sufficient or suitable expertise is not available from service providers, that there is insufficient competition between service providers, that the service providers may not provide a cost-effective solution or for any other reason.

There may be no clear 'winner' and the Evaluation Board – on behalf of Scottish Target Shooting– may elect not to proceed with any of the received bids.

1.16 Procurement timetable

The timetable is shown below and may be subject to change.

Milestone	Responsibility	Completion Date
Tender issued	Scottish Target Shooting	21 June 2013
Deadline for submitting enquiries	tenderers	1 August 2013
Tender return date	tenderers	16 August 2013
Presentations	Tenderers/ Scottish Target Shooting	2-13 September 2013
Issue of Contract Award Letter	Scottish Target Shooting	15 September 2013

Contract commences	Scottish Target Shooting	1 October 2013
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2. Project Brief

2.1 Aim of the Project

2.1.1 To deliver the STS Interim Development Plan 2013-2015

2.2 Background

2.2.1 The image of Scottish Target Shooting at present was one of stagnation.

2.2.2 There is a dwindling membership, a lack of focus (except for High Performance) with a minimal administration investment from **sportscotland** and therefore no means of taking the sport forward at the grass roots and club level.

2.2.3 There is no income to STS (other than the **sportscotland** investment) and currently shooters see their allegiance as being to their Association, or club, to which they pay their subscription.

2.2.4 There is recognition and desire to change the structure and working practices to secure the future of Target Shooting as a sport in Scotland.

2.3 The Project

2.3.1 To deliver the STS Interim Development Plan 2013-2015 incorporating the following Strategic Objectives:

2.3.2 STS has a strong and robust governance structure capable of delivering the vision of the sport.

2.3.3 Including but not limited to the following key actions:

2.3.3.1 Complete and implement Governance Review of STS, including structure and legal status.

2.3.3.2 Implement recommendations from Development Audit.

2.3.3.3 Agreed timeline for unification or enhanced working between 4 member associations.

2.3.3.4 Agree strategic and operational focus for STS from 2015.

2.3.3.5 Professionalise the recruitment and appointment of Board members (right skill-set).

2.3.3.6 Ensure effective frameworks and systems are in place.

2.3.3.7 Identify sustainable income generation streams.

2.3.3.8 Maximise networking, political engagement and other opportunities.

2.3.4 STS has a clear understanding and baseline figures of our membership, pathways and development potential of shooting in Scotland.

2.3.5 Including but not limited to the following key actions:

2.3.5.1 Establish robust baseline membership figures across STS (4 associations) and effective an accurate measurement tools for future data collection.

2.3.5.2 Establish accurate club mapping across STS disciplines within Scotland.

2.3.5.3 Establish and enhance athlete, coach, official and volunteer pathways across all disciplines.

2.3.5.4 Identify programmes for growth and development.

2.3.6 STS has the ability to manage and develop further the Scottish Shooting performance programme.

2.3.7 Including but not limited to the following key actions:

2.3.7.1 Assess the state of the Scottish Shooting estate.

2.3.7.2 Progress current facility development work

2.3.8 STS has the ability to manage and develop further the Scottish Shooting performance programme.

2.4 Pricing Schedule

Please provide your hourly and daily rates for each category listed below which should be fixed until the end of the contract. Please note all daily rates are based on a 7 hour day.

The costs below must be fully inclusive of all expenses and administrative costs that are necessary for the completion of this contract.

TOTAL (excluding VAT)

3. Contract management

Service levels and service credits

Service Criteria	Target
Percentage of project tasks delivered to original timescales agreed at start of project, or to formally agreed and documented deviations at Scottish Target Shooting's request	90%
Percentage of Project tasks delivered to original cost agreed at start of project, or to formally agreed and documented deviations at Scottish Target Shooting's request.	90%
Percentage of project tasks delivered to original specification agreed at start of project, or to formally agreed and documented deviations at Scottish Target Shooting's request.	90%

Failure to meet KPI's as a result of Force Majeure shall not be subject to Service Credits.

- Failure to meet the KPIs for one week: 3% of daily rates chargeable from the date of non-performance.
- Failure to meet the KPI's for two weeks: 3% of daily rates chargeable from the date of non-performance.
- Failure to meet the KPI's for three weeks: 5% of daily rates chargeable from the date of non-performance.
- Failure to meet the KPI's for four weeks: 10% of daily rates chargeable from the date of non-performance.

to a maximum of 5% of the total project cost (including travel, accommodation and subsistence costs).

APPENDIX 1

STATEMENT OF BONA FIDE TENDER

SCOTTISH TARGET SHOOTING FEDERATION TRADING AS SCOTTISH TARGET SHOOTING

STATEMENT OF BONA FIDE TENDER

TENDER FOR:

CLOSING TIME/DATE –

We the undersigned do hereby offer to provide the service required and at the rates we have inserted in our response to this invitation to tender in accordance with the requirements and the terms and conditions set out in the invitation to tender documents.

The essence of selective tendering is that the client shall receive bona fide competitive tenders from all firms tendering. In recognition of this principle, we certify that this is a bona fide tender, intended to be competitive, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangement with any other person. We also certify that we have not done and we undertake that we will not do any time before the returnable date for this tender any of the following acts:-

- a) communicating to a person other than the person calling for these tenders the amount or approximate of the tender herewith submitted;

- b) entering into agreement or arrangement with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;

- c) offering or paying or giving or agreeing to pay or give any sum of money or consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above;

In this certificate, the word “person” includes any persons and anybody or association, corporate or incorporate and “any agreement of arrangement”, includes any such transaction, formal or informal, whether legally binding or not.

SIGNED _____
NAME

(Please Print)

DESIGNATION

COMPANY

DATE

APPENDIX 2

STANDARD TERMS & CONDITIONS

CONDITIONS OF CONTRACT FOR SERVICES

These Conditions may only be varied with the written agreement of the Client. No terms or conditions put forward at any time by the Service Provider shall form any part of the Agreement unless specifically agreed in writing by the Client.

1. Definitions

In these Conditions:

“Client” means Scottish Target Shooting Federation, trading as Scottish Target Shooting

“Service Provider” means the person, firm or company to whom the Agreement is issued;

“Project” means the services to be provided as specified in the Purchase Order;

“Agreement” means the Agreement between the Client and the Service Provider consisting of the Agreement Award Letter, these Conditions and any other documents (or parts thereof) specified in the Agreement Award Letter;

“Agreement Award Letter” means the document setting out the Client's requirements for the Agreement.

2. The Project

1. The Service Provider shall complete the Project with reasonable skill, care and diligence in accordance with the Agreement.
2. The Service Provider shall provide the Client with such reports of its work on the Project at such intervals in such form as the Client may from time to time require.

3. The Client reserves the right by notice to the Service Provider to modify the Client's requirements in relation to the Project and any alteration to the agreement 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 arbitration in accordance with the provisions of Condition 18.

3. Service Provider's Personnel

1. The Service Provider shall make available for the purposes of the Project any individuals named on the Agreement Award Letter as key personnel. The Service Provider shall provide the Client with a list of the names and addresses of all others regarded by the Service Provider as key personnel and, if and when instructed by the Client, all other persons who may at any time be concerned with the Project or any part of it, specifying in each case the capacities in which they are so concerned and giving such other particulars and evidence of identity and other supporting evidence as the Client may reasonably require. The Client may at any time by notice to the Service Provider designate any person concerned with the Project or any part of it as a key person. The Service Provider shall not without the prior written approval of the Client make any changes in the key personnel referred to in this Condition.
2. The decision of the Client shall be final and conclusive as to whether any person is to be admitted to or is not to become involved in or is to be removed from involvement in the Project or as to the designation or approval of key personnel and as to whether the Service Provider has furnished the information or taken the steps required of the Service Provider by this Condition.
3. The Service Provider shall bear the cost of any notice, instruction or decision of the Client under this Condition.

4. Change to Agreement Requirements

1. The Client may order any variation to any part of the Services that for any other reason shall in the Client's opinion be desirable. Any such variation may include (but shall not be restricted to) additions, omissions, alterations, substitutions to the Services and changes in quality, form, character, kind, timing, method or sequence of the Services.
2. Save as otherwise provided herein, no variation of the Services as provided for in Condition 4.1 hereof shall be valid unless given or confirmed in the form of an order given by the Client. All such orders shall be given in writing provided that if for any reason the Client shall find it necessary to give any such order orally in the first instance the Service Provider shall comply with such oral order which must be confirmed in writing by the Client within 2 working days of the giving of such oral order by the Client, failing which the variation made by such oral order shall cease to have effect on the expiry of the said 2 working day period.

3. Where any such variation of the Services made in accordance with Conditions 4.1 and 4.2 has affected or may affect the costs incurred by the Service Provider in providing the Services, the Service Provider will notify the Client in writing of the effect which it has had or may have on the said costs and such notification shall be considered by the Client, who shall take all of the facts into account (including such information as may be provided by the Service Provider in respect of the effect which such variation has had or may have on the costs incurred by the Service Provider in providing the service) and may authorise such alteration to the sums to be paid to the Service Provider in accordance with the provisions of the Agreement as are, in the Client's opinion, appropriate and reasonable in the circumstances.

5. Fees and Expenses

1. The Client shall pay to the Service Provider fees and expenses at the rate specified in the Agreement Award Letter.
2. The Service Provider shall be entitled to be reimbursed by the Client only for expenses reasonably and properly incurred by the Service Provider in the performance of the duties hereunder, subject to production of such evidence thereof as the Client may reasonably require.
3. Unless otherwise stated in the Agreement, payment will be made within 30 days of receipt and Agreement of invoices, submitted monthly in arrears, for work completed to the satisfaction of the Client.
4. Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.
5. Notwithstanding Condition 16 of this Agreement the Service Provider may assign to another person (an "assignee") the right to receive payment of the fees or expenses or any part thereof due to the Service Provider under this Agreement subject to (i) deduction of sums in respect of which the Client exercises its right of recovery under Condition 15 of this Agreement and (ii) all the related rights of the Client under this Agreement in relation to the recovery of sums due but unpaid. The Service Provider shall notify or procure that any assignee notifies the Client of any variations to the arrangements for payment of the fees and expenses or for handling invoices, in each case in good time to enable the Client to redirect payments or invoices accordingly. In the absence of such notification the Client shall be under no obligation to vary the Client's arrangements for payment of the fees or expenses or for handling invoices.

6. Audit

The Service Provider shall keep and maintain until 2 years after the Agreement 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 Service Provider or in connection with any employees of the Service Provider paid for by the Client on a time charge basis. The Service Provider shall on request afford the Client or the Client's representatives such access to those records as may be required by the Client in connection with the Agreement.

7. Intellectual Property

1. All Intellectual Property conceived or made by the Service Provider in the course of providing the Services will belong to the Client and the Service Provider hereby assigns and agrees to assign all its interest therein to the Client or its nominee. Whenever requested to do so by the Client, the Service Provider will, at the Service Provider's expense, execute any and all applications, assignments or other instruments which the Client deems necessary to give effect thereto.
2. The Client grants the Service Provider a licence to use the Intellectual Property conceived or made by Service Provider in the course of providing the Services for the purposes of fulfilling its obligations under this Agreement during the term of this Agreement or for such other purposes and on such terms as the Client and the Service Provider shall agree in writing from time to time. For the avoidance of doubt the Service Provider shall have no right to use the Intellectual Property created as a result of this Agreement other than as granted in this condition 7.2 and shall not be entitled to grant any sub-licence of any Intellectual Property conceived or made Service Provider in the course of providing the Services without the prior consent of the Client in writing.
3. The Service Provider warrants and agrees that, in the course of providing the Services to the Client, the Service Provider shall not infringe the intellectual property or confidential information of any other party and that anything produced by the Service Provider may be freely used by the Client.
4. The Service Provider agrees to indemnify the Client and kept it indemnified at all times against all or any costs, claims, damages or expenses incurred by the Client, or for which the Client may become liable, with respect to any intellectual property infringement claim or other claim relating to the provision of the Services to the Client.
5. For the purposes of this Agreement "Intellectual Property" means any patent, know how, trade mark, service mark, trade name, registered design, copyright, moral right, unregistered design right, database right, semi-conductor topography right or any other industrial or commercial right including any application for registration or protection of the same of anywhere in the world.
6. The provisions of this Condition 7 shall apply during the continuance of this Agreement and after its termination howsoever arising.

8. Indemnities and Insurance

1. The Service Provider shall indemnify the Client and keep the Client fully and effectively indemnified against all proceedings, loss, liability, costs, damages or expenses arising from the negligence, omission or wilful default of the Service Provider, its employees or its agents in carrying out its obligations under this Agreement and shall accordingly maintain in force during the engagement full and comprehensive insurance policies necessary to cover all associated risks under this Agreement.
2. The Service Provider (if an individual) represents that the Service Provider is regarded by both the Inland Revenue and the Department of Work and Pensions 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 Service Provider by reason of this Contract.

3. The Service Provider shall effect with a reputable 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 Service Provider contained in this Agreement in the sum of £1 million at least in respect of any one incident and unlimited in total, unless otherwise agreed by the Client in writing.
4. The Service Provider shall comply with all terms and conditions of the insurance policies at all times. If cover under the insurance policies shall lapse or not be renewed or be changed in any material way or if the Service Provider is aware of any reason why the cover under the insurance policies may lapse or not be renewed or be changed in any material way, the Service Provider shall notify the Client without delay.
5. The Service Provider shall when required exhibit to the Client evidence of such insurance to the Client's satisfaction.

9. Discrimination

1. The Service Provider shall not unlawfully discriminate either directly or indirectly on such grounds as age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation, political or other opinion and without prejudice to the generality of the foregoing The Service Provider shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.
2. The Service Provider shall take all reasonable steps to secure the observance and compliance of Condition 9 by all its employees, agents and/or representatives.

10. Confidential Information

1. The Service Provider acknowledges that in the course of the provision of the Services it will have access to confidential information relating to the business of the Client. The Service Provider has therefore agreed to accept the restrictions in this Condition 10.
2. The Service Provider shall not (except in the proper course of its duties) during its engagement or at any time thereafter improperly use or disclose to any third party any confidential or sensitive information relating to the business of the Client.

11. Data Protection

The Client may process third party personal data in connection with its business. Any access to or processing of any such data by the Service Provider will at all times be subject to the Data Protection Act 1998 and the Client's Data Protection Policy.

12. Termination

1. Notwithstanding the foregoing, the Client may immediately terminate this Contract and without any compensation or damages due to the Service Provider, but without prejudice to any other rights or remedies the Client may have at law to terminate the Contract immediately, upon the occurrence of any of the following events:-
 - 1.1. where the Service Provider is an individual and if a petition is presented for the Service Provider's bankruptcy or the sequestration of the Service Provider's estate or a criminal bankruptcy order is made against the Service Provider, or the Service Provider makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignation for the benefit of creditors, or if an administrator or trustee is appointed to manage the Service Provider's affairs; or
 - 1.2. where the Service Provider is not an individual but is a firm, or a number of persons acting together in any capacity, if any event in (12.1.1) or (12.1.6) of this Condition occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Service Provider to be wound up as an unregistered company; or
 - 1.3. where the Service Provider 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 with its creditors, or an administrator, administrative receiver, receiver or manager is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge; or
 - 1.4. where the Service Provider provides inadequate services; or
 - 1.5. where the Service Provider commits an act that is deemed by the Client to be so serious that the continuation of the Contract cannot be permitted; or
 - 1.6. where the Service Provider conducts itself in a manner which, in the reasonable opinion of the Client, brings or is likely to bring the Client into disrepute;
2. On the occurrence of any of the events described in Condition 12.1, or if the Service Provider shall have committed a material breach of this Contract and (if such breach is capable of remedy) shall have failed to remedy such breach within 7 days of being required by the Client in writing to do so, or, where the Service Provider is an individual, if the Service Provider shall die or be adjudged incapable of managing his or her affairs within the meaning of Part VII of the Mental Health Act 1983 or of Part V of the Mental Health (Scotland) Act 1984, the Client shall be entitled to terminate this Contract by notice to the Service Provider with immediate effect.
3. In addition to the rights of termination under Condition 12.1, the Client shall be entitled to terminate this Contract by giving to the Service Provider not less than 7 days' notice to that effect. In the event of such termination, the Service Provider shall, if required to do so by the Client, prepare and submit to the Client a report on the work done prior to the termination and making such recommendations as may be based on the work done prior to termination.

4. Any delay by the Client in exercising its rights to terminate under Conditions 12.2 or 12.3 shall not constitute a waiver thereof.
5. Termination under Conditions 12.2 or 12.3 shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereupon accrue to the Client and shall not affect the continued operation of Conditions 7 and 10.
6. In the event of Termination by the Client under Conditions 12.2 or 12.3, the total sum payable by the Client shall comprise a fee which takes into account the work actually completed to the Client's satisfaction within the aims, objectives and conditions of the Contract. If this sum is less than the fees already paid, the Service Provider will refund the difference to the Client. If the work is not completed in accordance with the prescribed time-scale, the Client may make appropriate deductions from the final fee payable as detailed in Condition 5.

13. Return of Documents

1. Where the Contract has been terminated by the Client, the Service Provider will promptly upon the termination of the Contract:-
 - 1.1. return to the Client any document, paper, material or information supplied by or obtained from the Client in connection with the Contract, or extracted from such documents, papers, materials or information; and
 - 1.2. irretrievably delete any information relating to the Client stored on any magnetic or optical disk or memory and all matter derived from such sources which is in its possession or under its control outside the premises of the Client.
2. Where the Contract has been terminated pursuant to Condition 12.3, the Service Provider may retain any documents papers, materials or information which shall be required by the Service Provider to prepare any report required under that Condition. Promptly upon submission of the report to the Client, the Service Provider will return any documents, papers, materials or information which the Service Provider may have retained in terms of this Condition.

14. Recovery of Sums Due

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

15. Assignment and Sub-Contracting

1. The Service Provider shall not assign or sub-contract any portion of the Contract without the prior written consent of the Client. Sub-contracting any part of the Contract shall not relieve the Service Provider of any obligation or duty attributable to the Service Provider under the Contract or these Conditions.

2. Where the Client has consented to the placing of sub-contracts, copies of each sub-contract shall be sent by the Service Provider to the Client immediately it is issued.
3. Where the Service Provider enters a sub-contract for the purpose of performing the Contract, the Service Provider shall cause a term to be included in such sub-contract:
 - 3.1. which requires payment to be made to the sub-contractor within a specified period not exceeding 30 days from receipt of a valid invoice as defined by the sub-contract requirements and provides that, for the purpose of payment alone, where the Client has made payment to the Service Provider and the sub-contractor's invoice includes Services in relation to which payment has been made by the Client then, to the extent that it relates to such Services, the invoice shall be treated as valid and payment shall be made to the sub-contractor without deduction.
 - 3.2. which notifies the sub-contractor that the contract forms part of a larger contract for the benefit of the Client and that should the sub-contractor have any difficulty in securing the timely payment of an invoice that matter may be referred by the sub-contractor to the Client.

16. Relationship between the Parties

1. Nothing in this Agreement shall be construed as constituting a partnership or joint venture between the parties or as constituting either party as the agent or employee of the other for any purpose.
2. Save as expressly specified in writing, the Service Provider shall not hold itself out as an agent of the Client, and shall not have any authority to act on behalf of the Client, have any authority to incur any expenditure in the name of or for the account of the Client, to conclude any contracts or incur any obligation or liability on behalf of or binding upon the Client, or to sign any document on the Client's behalf.

17. Arbitration

In the event of any dispute arising between the parties as to the interpretation of this agreement the parties hereby agree to submit the dispute to a sole arbiter to be mutually appointed. In the event of failure to agree on the appointment the arbiter (within 28 days of wither party requesting the other to do so), the dispute shall be submitted to a sole arbiter to be appointed by the President of the Law Society of Scotland. The decision of the arbiter shall be final and binding on both parties.

18. Headings

The headings to Conditions shall not affect their interpretation.

19. Governing Laws

These Conditions shall be governed by and construed in accordance with Scottish law and the Service Provider hereby irrevocably submits to the jurisdiction of the Scottish 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 Service Provider 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.