

GREATER MANCHESTER COMBINED AUTHORITY

**PURCHASE ORDER CONDITIONS OF CONTRACT
FOR PROVISION OF SERVICES AND/OR GOODS**

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1. Operative Provisions

1.1. Definitions

The following terms shall have the meaning set out below:

Approval means the written permission by the Authorised Officer.

Authorised Officer means any officer for the time being or from time to time appointed by the Authority and notified in writing to the Supplier to act as a representative of the Authority for the purposes of this Contract.

Authority's Premises means land or buildings owned or occupied by the Authority.

Business Day means any day other than Saturday and Sunday, or a public or Bank Holiday.

Commencement Date means the means the date specified in and/or provided for by the Contract which the Supplier shall begin to perform the Services.

Condition means a term or requirement stated in the Contract, that is fundamental to the performance of the Contract.

Confidential Information. means any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel and suppliers of the Authority, the Supplier, including Intellectual Property Rights, together with information derived from the above, and any other information clearly designated as being confidential (whether or not it is marked as "**confidential**") or which ought reasonably to be considered to be confidential.

Contract means this agreement concluded between the Authority and the Supplier for the supply of Services, including without limitation these Conditions (to the extent that they are not expressly excluded or modified), the Purchase Orders and plans, drawings and other documents which are expressly incorporated by reference into this Contract.

Contract Period means the period of the Initial Contract Period as may be varied by

- a. any extensions to this Contract which are agreed pursuant to clause 1.7.2; or
- b. the earlier termination of this Contract in accordance with its terms.

Contract Price means the price exclusive of any applicable VAT payable by the Authority to the Supplier in consideration of the provision of the Services, as set out in the Purchase Order and clause 2 .

Conviction means other than for minor road traffic offences, means any previous or pending prosecutions, convictions, cautions and binding over orders (including any spent convictions as contemplated by section 1(1) of the Rehabilitation of Offenders Act 1974 by virtue of the exemptions specified in Part II of Schedule 1 of the Rehabilitation of Offenders Act 1974 (Exceptions) Order 1975 (SI 1975/1023) or any replacement or amendment to that Order, or being placed on a list kept pursuant to section 1 of the Protection of Children Act 1999 or being made subject of a prohibition or restriction under section 218 (6) of the Education Reform Act 1988.

Data Protection Legislation means (i) the UK GDPR, and any applicable national implementing Laws as amended from time to time (ii) the DPA to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy including where applicable the guidance, best practice and codes of practice issued by the Information Commissioner as amended or superseded from time to time.

DPA means the Data Protection Act 2018.

EIR means the Environmental Information Regulations 2004.

End Date means the expiry date of the Contract as specified in and/or provided for the Contract.

Equipment means the tools, hardware or software the Supplier will utilise in the carrying out of the Services under this Contract.

Force Majeure means any cause materially affecting the performance by a party of its obligations under this Contract arising from any act beyond its reasonable control and affecting either Party, including without limitation: government regulations, acts of God, war, fire, flood, storm, tempest, epidemic, disaster, explosion, acts of terrorism and national emergencies. It does not include any industrial action occurring amongst the Supplier's Personnel or any staff of any sub-contractor, or any of the matters referred to in clause 8.7.

FOIA means the Freedom of Information Act 2000.

Good Industry Practice means the exercise of that degree of skill, diligence and foresight which would reasonably and ordinarily be expected from a skilled and experienced consultant engaged in the provision of services similar to the Services under the same or similar circumstances.

Goods means those Goods (or any part of them or any repaired or replacement goods) as described in the Purchase Order required to be supplied pursuant to this Contract

Information has the meaning given to it in Section 84 of the FOIA.

Initial Contract Period means the period from the Commencement Date to the date of expiry set out in clause 1.7.1 (Initial Contract Period) or such earlier date of termination of the Contract in accordance with the Law or the provisions of the Contract.

Intellectual Property Rights means patents, trademarks, service marks, design rights (whether registrable or not), applications for any of those rights, copyright, database rights, know how, trade or business names and other similar rights or obligations, whether registrable or not, in any country, including but not limited to, the United Kingdom.

Key Sub-Contractor” means a sub-contractor engaged in connection with the provision of the Services where either:

- (i) 20% or more of the operational expenditure incurred by the Supplier under this Contract and/or in connection with the provision of the Services is incurred through sub-contracts with such sub-contractor; or
- (ii) the sub-contractor employs one or more persons who are engaged solely in providing Services to the Supplier

Law or Legislation means any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, regulatory policy, applicable code of practice, judgment of a relevant court of law, or directives or requirements of any Regulatory Body in each case in the United Kingdom.

Liabilities means all costs, actions, demands, expenses, losses, damages, claims, proceedings, awards, fines, orders and other liabilities (including reasonable legal and other professional fees and expenses) whenever arising or brought.

Personnel means the employees of the Supplier used in the provision of the Services together with the Supplier’s servants, agents, suppliers and sub-contractors used in the performance of the Supplier’s obligations under the Contract.

Protective Measures means appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.

Public Bank Holiday means a day on which banks are officially closed, observed as a public holiday.

“Purchase Order” means any order on the Authority’s official order form issued from time to time by the Authority to the Contractor to provide the Services and/or Goods or any part of them

Regulatory Bodies means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Authority and “Regulatory Body” shall be construed accordingly.

Relevant Offence means those offences defined in Statutory Instrument ‘Safeguarding Vulnerable Groups Act 2006 (Prescribed Criteria and Miscellaneous Provisions) Regulations 2009’ (S.I 2009 no.37) (as amended).

Request for Information means a request for information relating to the Contract and/or the provision of the Services under the FOIA or Environmental Information Regulations.

Services means the whole of the services to be performed by the Supplier in accordance with the Contract including the supply of the Goods as specified in and/or on the Purchase Order an.

Standard Terms and Conditions means the terms and conditions set out in this document.

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246).

UK GDPR means the provisions of the EU General Data Protection Regulation (EU 2016/679) which have been retained in UK domestic law through the European Union (Withdrawal) Act 2018 as amended by existing Law or further Law from time to time.

1.2. Interpretation

1. Throughout the documentation relating to this Contract, reference to one gender shall include all other genders.
2. In case of any conflict or inconsistency between the Standard Terms Conditions and any special conditions, the latter shall prevail.
3. In this Contract words and expressions shall have the same meanings as are respectively assigned to them in the Conditions hereinafter referred to.
4. Any appendices or schedules referred to herein shall form and be read and construed as part of this Contract.
5. It should be noted that headings in this Contract are for information only and do not form part of or affect the construction of this Contract.
6. References to statutes shall include statutory modification, re-enactment, extension, consolidation or replacement thereof, any corresponding provision in repealed enactments and any other regulation, instrument or other subordinate legislation made under the relevant statute or statutory instrument.

1.3. Entire Agreement

The Contract constitutes the entire agreement and understanding between the Parties and supersedes all prior written and oral representations, agreements or understandings between them relating to the subject matter of the Contract provided that neither Party excludes liability for fraudulent misrepresentations upon which the other Party has relied.

1.4. Contract Variation

No variation or amendment to the Contract is valid unless it is in writing and signed by both Parties.

1.5. Provision of Services

1. The Supplier will provide timely commencement and provision of the Services in accordance with the Purchase Order,. Time shall only be of the essence of the Contract if the Authority so specifies in writing.
2. The Authority's rights under this Contract are in addition to the statutory terms implied in favour of the Authority by the Supply of Goods and Services Act 1982 and any other statute.

3. Without prejudice to clause 2 the Authority may reduce the Price payable in respect of any Services by a reasonable amount in circumstances where in the reasonable opinion of the Authority the Supplier has either failed to provide those Services or has provided them inadequately.
4. The Authority may at any time notify the Supplier in writing to suspend provision of the Services. If the Authority gives such notification to the Supplier or otherwise delays the Supplier's ability to provide the Services (other than as a consequence of a Force Majeure Event or a breach of contract or breach of duty on the part of the Supplier) the Authority shall, subject to the Supplier using its best endeavours to mitigate its losses, reimburse the Supplier:
 - a) for any resulting unavoidable and reasonably foreseeable direct losses; and
 - b) for the cost of any binding commitments entered into by the Supplier with a third party which cease to be required due to the suspension or delay and in respect of which the Supplier cannot obtain a refund (where the Supplier has already paid in relation to the commitment) or is obliged to pay (where the Supplier has not already paid in relation to the commitment).
5. The Authority shall have the power to inspect and examine the performance of the Services at the Authority's Premises at any reasonable time or, provided that the Authority gives reasonable notice to the Supplier, at any other premises where any part of the Services is being performed.
6. The provisions of this clause shall survive any performance, acceptance or payment pursuant to the Contract and shall extend to any substituted or remedial services provided by the Supplier.

1.6. Description of Services and Goods

The Services to be performed (including any Goods to be supplied) are described in the Purchase Order .

1.7. Contract Period

1. The Contract shall take effect on the date specified in the Purchase Order and the Supplier shall provide the Services from the Commencement Date until the End Date, unless the Contract is terminated earlier in accordance with the provisions of the Contract or otherwise lawfully terminated or extended under clause 1.7. (Extending the Initial Contract Period).

2. The Authority may extend this Contract beyond the Initial Contract Period by a further period or periods up to the maximum period(s) in addition to the Initial Contract Period (the "Extension Period") as provided for by the Contract. If the Authority wishes to extend this Contract, it shall give the Supplier at least [3] months written notice of such intention before the expiry of the Initial Contract Period or Extension Period.

3. If the Authority gives such notice, then the Contract Period shall be extended by the period set out in the notice.

4. If the Authority does not wish to extend this Contract beyond the Initial Contract Period this Contract shall expire on the expiry of the Initial Contract Period and the applicable provisions of clause 4.3 shall apply.

5. If the Authority does extend the Initial Contract Period, then it shall do so on the same terms and conditions as set out in this Contract.

1.8. Supply of Services

1. The Supplier shall supply the Services during the Contract Period in accordance with the Authority's requirements as set out in the Purchase Order and provisions of the Contract in consideration of the payment of the Contract Price.
2. If the Authority informs the Supplier in writing or via email that any part of the Services does not meet the requirements of the Contract or differ in any way from those requirements, the Supplier shall at its own expense re-schedule and carry out the Services in accordance with the requirements of the Contract within a reasonable time to be agreed with by the Authority.

1.9. Provision and Removal of Equipment

1. The Supplier shall provide all the Equipment necessary for the supply of the Services.
2. The Supplier shall not deliver any Equipment, nor begin any work on the Authority's Premises without obtaining prior Approval.
3. All Equipment brought onto the Authority's Premises shall be at the Supplier's own risk and the Authority shall have no liability for any loss of or damage to any Equipment unless the Supplier is able to demonstrate that such loss or damage was caused or contributed to by the Authority's negligence.
4. The Supplier shall maintain all items of their Equipment within the Authority's Premises in a safe, serviceable and clean condition.
5. The Supplier shall, at the Authority's written request, at its own expense and as soon as reasonably practicable:
 - a) remove from the Authority's Premises any Equipment which in the reasonable opinion of the Authority is either hazardous, noxious or not in accordance with the Contract; and
 - b) replace such item with a suitable substitute item of Equipment.
6. On completion of the Services the Supplier shall remove the Equipment together with any other materials used by the Supplier to supply the Services and shall leave the Authority's Premises in a clean, safe and tidy condition. The Supplier is solely responsible for making good any damage to the Authority's Premises or any objects contained thereon, other than fair wear and tear, which is caused by the Supplier or its Personnel.

1.10. Manner of Carrying Out the Services and Ordering of Goods

1. The Supplier will engage sufficient number of Personnel, specialist workers and other persons with the requisite level of skill and experience to ensure that the Services are provided at all times and in all respects in accordance with this Contract.
2. The Supplier will comply with all reasonable directions of the Authority in relation to the performance of the Services.

3. The Supplier shall ensure that all of the Personnel supplying the Services shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Services.
4. While supplying Services at Authority's Premises, the Supplier shall ensure that its Personnel behave in an orderly and quiet manner, as may reasonably be practicable having regard to the nature of the duties being performed by them.
5. The Supplier shall ensure that its Personnel carry out their duties and behave while on the Authority's premises in such a way as to cause no unreasonable or unnecessary disruption to the routines and procedures of the Authority's staff.
6. It is expressly agreed that any other conditions contained in any acknowledgements issued by the Supplier including standard terms howsoever transmitted and any "shrink wrap" terms contained in any packaging shall not apply.
7. The Purchase Order shall state the number of Goods and the nature and/or type of the Goods required including the Authority's requirements with regard to timescale for delivery of those Goods

1.11 Delivery, Title and Risk

1. The Supplier shall supply to the Authority the Goods as described and specified in this Contract on the Delivery Date in consideration of the Contract Price.
2. The Supplier shall contact the Authority to make arrangements for the delivery to take place and allow reasonable time for these arrangements to be made.
3. Upon the dispatch of any Goods, the Supplier shall send to the Authority a dispatch advice note detailing the Goods that have been dispatched, the date of dispatch and the due date for delivery.
4. The Goods shall be delivered in accordance with any Delivery Instructions. If no time for delivery is stated, Goods shall be delivered between 9am and 5pm on a Business Day.
5. Risk in the Goods shall pass to the Authority upon delivery without prejudice to any rights of rejection which may accrue to the Authority under the Contract or otherwise.
6. Where the Goods are delivered by the Supplier, the point of delivery shall be when they are removed from the transporting vehicle and delivered in accordance with the Delivery Instructions.
7. Title to the Goods shall pass to the Authority upon delivery or earlier payment.
8. Except where otherwise agreed between the Parties, delivery of each consignment shall be to pavement level, in suitable packaging, and be within the capability of a one-person lift.
9. Except where otherwise provided in the Contract, delivery shall include the uploading or stacking of the Goods by the Supplier at such places the Authority may direct in the Contract.
10. The Supplier shall insure the Goods and keep each part thereof insured for its full replacement value against loss or damage from whatever cause arising until unencumbered title in the Goods shall have passed to the Authority pursuant to the Conditions.
11. The Authority will only accept delivery by instalments if specified or agreed in writing by the Authority and, if the Authority does specify or agree to delivery by instalments, delivery of any one instalment not in accordance with the Delivery Instructions shall, without prejudice to any other rights or remedies of the Authority, entitle the Authority to terminate the unfulfilled part of the Contract without further liability to the Supplier.
12. The Authority shall not be deemed to have accepted any Goods until it has had reasonable opportunity to inspect them following delivery or within a reasonable time after any latent defect in the Goods has become apparent.
13. If the Supplier at any time becomes aware of any act or omission, or proposed act or omission by the Authority which prevents or hinders, or may prevent or hinder, the Supplier from supplying the Goods in accordance with the Contract, the Supplier shall

immediately inform the Authority.

14. If the Supplier has a change in Control, the Supplier shall inform the Authority as soon as reasonably practicable.

1.12 Inspection of Goods

- 1.12.1 The Authority may inspect or arrange for the inspection of all or any of the Goods in the course of production at the Supplier's premises, or the premises where the Goods are being produced, at any reasonable time on reasonable notice.
- 1.12.2 When the Authority wishes to exercise its right of inspection under this clause, the Supplier shall give the Authority full and free access to the said premises as and when required for that purpose and shall provide at its own expense all such accommodation and facilities in connection with the inspection and all appliances, materials and labour required for inspection purposes as the Authority may reasonably require.
- 1.12.3 The Authority's failure to make a complaint at the time of any such inspection or after such inspection or test will not constitute a waiver by the Authority of any rights or remedies in respect of the Goods.

1.13 Non Delivery of Goods

- 1.13.1 In the event that the Goods, having been dispatched by the Supplier, fail to be delivered to the Authority on the delivery date set out in the dispatch advice note (in accordance with clause 1.11.3 above), the Authority shall within ten (10) Business Days of the notified date of delivery, give notice to the Supplier that the Goods have not been delivered.
- 1.13.2 When giving notice of non-delivery to the Supplier in accordance with clause 1.13.1 above, the Authority may either (i) request the Supplier to deliver replacement Goods free of charge, in addition to free delivery, within the timescales specified by the Authority, or (ii) terminate the Contract in accordance with clause 4.

1.14 Rejection of the Goods

1. The Authority may reject any Goods, including after delivery, which, upon on inspection:
 - (a) do not to comply with the requirements of the Contract; or
 - (b) fail to conform to the approved sample or fail to meet the Specification,and the Authority shall notify the Supplier of such rejection by written notice.
2. Where the Authority rejects any of the Goods pursuant to this clause the Authority may (without prejudice to other rights and remedies) either:
 - (a) have the Goods replaced by the Supplier within ten (10) Business Days or;
 - (b) treat the Contract as discharged by the Supplier's breach and obtain a refund in respect of the Goods concerned together with payment of any additional

expenditure reasonably incurred by the Authority in obtaining replacement Goods from another source.

1.15 Labelling and Packaging

The Goods shall be packed and marked in a proper manner, and in accordance with the Authority's instructions and any statutory requirements.

1.16 Marking of Equipment

Where relevant to the Goods supplied under this Contract:

- (a) all electronic equipment shall be marked to demonstrate compliance with applicable Law;
- (b) all radio equipment shall be "CE" marked to demonstrate compliance with applicable Law; and
- (c) both radio equipment and other electrical/electronic equipment intended for installation in road vehicles, in respect of vehicles which have already been type approved, shall also be "e" marked to demonstrate compliance with applicable Law.

1.17 Identification of the Goods

All Goods which customarily have any mark, tab, brand, label or other device indicating place of origin, inspection by any body or standard of quality must be delivered with all the said marks, tabs, brands, labels or other devices in place and intact.

1.18 Packaging Containers and Pallets

- 1.18.1 All Goods must be properly packaged to survive transit without damage and must be clearly and legibly labelled and addressed.
- 1.18.2 The Authority shall not be liable to pay for any pallets, packages or containers in which Goods are supplied.
- 1.18.3 Unless otherwise provided in the Contract, the Authority will not be obliged to return any containers (including packing cases, boxes, pallets, tins, drums and wrappings) supplied by the Supplier, and the cost of such containers shall be considered as having been included in the Price.

1.19 WEEE and RoHS Regulations 2006

- 1.19.1 The Supplier shall indemnify the Authority fully and shall keep the Authority fully indemnified against all liability, loss, damages, injury, costs, claims and expenses (including legal expenses) suffered or incurred by the Authority or in connection with the WEEE Regulations 2006 and the ROHS Regulations 2006.
- 1.19.2 In the event that the Supplier's business is transferred in whole or in part to another person or organisation, and the Authority does not invoke its right to terminate the Contract in such circumstances, the Supplier shall retain producer responsibility under

the WEEE Regulations 2006, unless the transferee has agreed to meet the producer's obligations in respect of any Goods (i.e. electronic or electrical equipment) under the WEEE Regulations 2006.

1.20 Liquidated Damages

1.20.1 If applicable, the Supplier shall pay to the Authority such Liquidated Damages (not by way of penalty) for delays in provision or supply of the Services as detailed in the Purchase Order

1.20.2 The provisions set out in this clause 1.20 are in addition to and do not restrict, limit or otherwise affect any other remedies available to the Authority under the Contract.

1.21 Supplier's Personnel

1. The Supplier shall employ sufficient persons to ensure that the Services are provided at all times and in all respects in accordance with the Contract.

2. In the event that the Authority reasonably considers any of the Personnel engaged in the performance of the Services is in any respect unsatisfactory then the Supplier shall remove such person from the provision of the Services and supply a replacement with appropriate skill and experience as soon as reasonably practicable.
3. The Authority shall in no circumstances be liable either to the Supplier or to any of the Personnel of the Supplier in respect of any liability, loss or damage occasioned by such removal pursuant to clause 1.11.2 and the Supplier shall indemnify the Authority against any claim made by such Personnel.
4. The Authority may, by written notice to the Supplier, refuse to admit onto, or withdraw permission to remain on, the Authority's Premises any member of the Supplier's Personnel or whose admission or continued presence would, in the reasonable opinion of the Authority, be undesirable.
5. At the Authority's written request, the Supplier shall provide a list of the names and addresses of all persons who may require admission in connection with the Contract to the Authority's Premises, specifying the capacities in which they are concerned with the Contract and giving such other particulars as the Authority may reasonably request.
6. The Supplier's Personnel, engaged within the boundaries of the Authority's Premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at or outside the Authority's Premises.
7. The Supplier will ensure that its Personnel, while on the Authority's premises, maintain a high standard of personal hygiene and prohibit from smoking.
8. The Supplier shall require its Personnel at all times while on Authority's premises to be properly and presentably dressed in appropriate uniforms or work wear to be agreed with the Authority.
9. The Supplier shall provide to the Personnel and shall require the Personnel to wear at all times when on the Authority's premises, an identification badge in such form as agreed by the Authorised Officer.

10. In the operation of this Contract and provision of the Services the Supplier shall in respect of its employees and Key Sub-Contractor staff directly engaged in delivery of the Services:

(i) provide and/or procure sick pay to staff regardless of their income level and from their first day of absence

(ii) offer staff and/or procure that staff are offered a minimum of 16 hours a week (unless the worker requests a lower level)

(iii) commit to respond positively to flexible working requests within 28 days whenever possible (iv) commit to provide the training staff need to do the job freely and during paid time

(v) recognise trade union(s) representing such staff or commit to facilitate union workplace access if requested from the Commencement Date or within 6 months of the Commencement Date

1.22 Disclosure Checks

1. The Supplier shall procure that in respect of all Personnel performing any of the Services before any such Personnel begins to perform any of the Services:
 - a) each Personnel is questioned as to whether he or she has any Convictions which makes them unsuitable to provide the Services and is required to disclose any Convictions; and
 - b) where any Personnel discloses any Convictions or is found to have any Convictions the same shall be immediately notified to the Authority.

2 The Authority will require the Supplier to ensure, at their own cost, that any person employed in the provision of the Services has undertaken a Disclosure & Records Barring Service (DBS) check to the standard detailed below:

2.2.1 Standard

2.2.2 Enhanced

2.2.3 Enhanced with barred lists.

3. The Supplier shall procure that no person who discloses any Convictions, or who is found to have any Convictions following the results of a Disclosure and Barring Service check, is engaged in the provision of the Services without the Authority's prior written consent (such consent not to be unreasonably withheld or delayed).

4. The Supplier shall procure that the Authority is kept advised at all times of any Personnel who, subsequent to his/her commencement of employment as a member of staff, receives a Conviction or whose previous Convictions become known to the Supplier (or any sub-contractor) and shall ensure that such person(s) is not engaged in the provision of the Services without the Authority's consent (not to be unreasonably withheld or delayed).

1.23 Licence to occupy Premises

Any land or Premises made available from time to time to the Supplier by the Authority in connection with the Contract shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under the Contract. The Supplier shall have the use of such land or Premises as licensee and shall vacate the same on completion, termination or abandonment of the Contract. The Authority reserves the right to revoke such licence at any time.

1.24 Corrective Action

1. The Supplier warrants the Services provided under this Contract and warrants that if any part of the Services provided does not comply with the Authority's instructions or has not been undertaken to the standards prescribed by the relevant professional body or trade association, then the Supplier shall undertake corrective work to the satisfaction of the Authority at no additional cost to the Authority.
2. If the Supplier is unable to undertake corrective work to the satisfaction of the Authority and within a reasonable timeframe, then the Authority shall be entitled to engage the services of an alternative supplier to complete and/or correct the unsatisfactory Services and shall be entitled to charge the Supplier the reasonable cost of engaging the said third party or to withhold the fees by way of set-off.

1.15 Undertaking, Covenants and Warranties

1. The Supplier warrants, covenants and/or undertakes to the Authority that it shall perform the Services throughout the Contract Period:
 - a) in accordance with Good Industry Practice;
 - b) in accordance with the Law and the Supplier will inform the Authority as soon as it becomes aware of any changes to the Law; and
 - c) otherwise in accordance with this Contract.
2. The Supplier warrants, covenants and/or undertakes to the Authority that the Goods shall:
 - a) be new, and shall be supplied strictly in accordance with the Specification and/or any sample previously provided to the Authority and, unless otherwise agreed in writing, shall conform to all relevant standards, specifications and conditions
 - b) be of satisfactory quality within the meaning of the Sale and Supply of Goods Act 1994;
 - c) be fit for the purpose for which Goods of the kind in question are commonly supplied or for any purpose held out by the Supplier, or any particular purpose made known expressly or by implication to the Supplier by the Authority (and the Authority relies on the Supplier's skill and judgment in this respect);
 - d) be free from any defects in design, material and workmanship and remain free from the same for a period of 12 (twelve) months after delivery; and

e) be so formulated, designed, constructed, finished and packaged as to be safe and without risk to harm or health and will not cause death, injury, loss or damage when properly used.

f) comply with all applicable Laws including relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods at the time when the same are supplied

and warrants that if any part of the Goods provided does not comply with the Authority's instructions or has not been undertaken to the standards prescribed by the relevant professional body or trade association, then the Supplier shall undertake corrective work to the satisfaction of the Authority at no additional cost to the Authority.

If the Supplier is unable to undertake corrective work to the satisfaction of the Authority and within a reasonable timeframe, then the Authority shall be entitled to engage the services of an alternative supplier to complete and/or correct the unsatisfactory Goods and shall be entitled to charge the Supplier the reasonable cost of engaging the said third party or to withhold the fees by way of set-off

3 The Supplier warrants and/or undertakes that:

a) the Services will be performed by appropriately qualified, trained, skilled and experienced Personnel;

b) the execution, delivery and performance of the Services by the Supplier, its sub-contractors and suppliers is within the Supplier's corporate capacity and powers;

c) all requisite resolutions of its directors have been duly and properly passed to authorise execution, delivery and performance of the Contract;

d) there is no Law binding on the Supplier and no provision in any document binding on the Supplier that prevents or would prevent the Supplier from observing any of the Supplier's obligations contained in the Contract;

e) it has satisfied itself as to the nature of the scope of the work required by the Services in the Contract and that its Personnel who will provide the Services will be sufficiently skilled, experienced, competent, honest and qualified and of a sufficient number to carry out the Services;

f) all Personnel used in the performance of the Services shall be entitled to work in the United Kingdom either by right or by virtue of possessing the necessary visa or permits;

g) it shall not act in any manner which in the reasonable opinion of the Authority is prejudicial to the image of the Authority;

h) it shall not make any representation or give any warranty on behalf of the Authority nor create any expense chargeable to the Authority or otherwise pledge the credit of the Authority; and

i) it shall promptly observe and comply with all reasonable instructions, directions or regulations issued by or on behalf of the Authority.

3. The Supplier warrants that it is free and entitled to enter into the Contract and to perform the obligations undertaken by it hereunder and that it has not entered into

any agreement with any third party which might conflict with the terms hereof.

4. Notwithstanding any other provision of the Contract and for the avoidance of doubt, the fact that any provision within the Contract is expressed as a warranty shall not preclude any right of termination the Authority may have in respect of breach of that provision by the Authority.

1.26 Behaviour Conformance

1. The Supplier hereby accepts full responsibility for the behaviour, acts, omissions or negligence of the Supplier's Personnel. The Supplier shall ensure that the Supplier's Personnel are apprised of and understand the Standard Terms and Conditions contained herein to the level necessary to perform their duties in accordance with such terms and conditions. The Supplier shall enforce (on becoming aware of or following notification of failure to comply) compliance with the Standard Terms and Conditions.
2. If any the Supplier's Personnel for any reason are requested to attend the Authority's Premises, the Supplier's Personnel shall be polite and courteous, and shall when required provide proof of identity, and declare that they are acting on behalf of the Supplier.

1.27 Continuity of Personnel

- 1 The Authority reserves the right to request or reject any specific individual(s) who may be allocated as Personnel by the Supplier to perform the Services. The Authority will not unreasonably withhold its Approval of any specific individual(s).
2. Once allocated to the Contract, the Supplier shall endeavour not to substitute an alternative individual(s) part way through the Contract Period.
3. In the event that the Supplier is unable due to unforeseen circumstances to continue to supply the same individual(s) for the full duration of the Contract the Supplier shall suggest an alternative individual(s) to the Authority for its Approval to complete the Contract activities. The Authority shall be under no obligation to accept the provision of the Services by any such replacement individual(s), and the Authority may, at its option, terminate the Contract and clause 4 shall apply.

Where an alternative individual(s) is approved by the Authority, the Supplier shall ensure:

- a) that the replacement individuals(s) are familiarised with the Contract by the Supplier
- b) that the Services are not delayed in any way as a result of the change in Supplier's Personnel

1.17. Sustainable Procurement

1. The Supplier shall comply in all material respects with all applicable environmental Laws and regulations in force from time to time in relation to the Services. Without prejudice to the generality of the foregoing, the Supplier shall promptly provide all such information regarding the environmental impact of the Services as may reasonably be requested by the Authority.
2. The Supplier shall, when working at the Authority's Premises, provide the Services in accordance with the Authority's environmental policy which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the use of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

2. Pricing and Payment

2.1. Payment Terms

1. In consideration of the performance of the Supplier's obligation under the Contract by the Supplier the Authority shall pay to the Supplier the Contract Price as specified in the Purchase Order. The Contract Price shall be fixed for the Contract Period and shall include all costs, expenses, overheads and profit of the Supplier directly or indirectly incurred in connection with the performance of the Contract.
2. Payment shall be made within the period after performance of the Services specified in the Contract or if performance of the Services is postponed at the Authority's request pursuant to this Contract within the same period after the date of actual delivery or performance.
3. If no express period of payment is otherwise agreed in writing between the Parties, payment in respect of the Services shall be subject to performance of the Services and made by equal payments monthly in arrears and payments shall be made within 30 (thirty) days from the date on which the relevant invoice is regarded as valid and undisputed. The Supplier shall submit invoices to the Authority at the address stated in the Purchase Order .
4. The Contract Price is exclusive of VAT applicable to the supply of Services which if properly chargeable shall be payable by the Authority at the prevailing rate subject to receipt of a valid VAT invoice from the Supplier.
5. Where the Supplier submits an invoice to the Authority in accordance with this Contract, the Authority will consider and verify that invoice in a timely fashion. The Supplier will provide such details and supporting documents as the as may reasonably be required from time to time by the Authority in respect of invoices submitted
6. The Supplier will provide such details and supporting documents as may reasonably be requested by the Authority from time to time in respect of an invoice
7. If the Authority fails to pay any sum properly due to the Supplier on the due date for payment, then the Supplier may charge interest on such sum from the due date for payment until the date of payment in full, both before and after any judgement, at 4% (four per cent) above the base rate from time to time of Barclays Bank
8. Where the Supplier enters into a sub-contract with a supplier or sub-contractor for the purpose of performing its obligations under the Contract, it shall ensure that such sub-contract includes a provision which requires payment to be made of sums due by the Supplier to the sub-contractor within 30 (thirty) from the date on which the relevant sub-contractors invoice is regarded as valid and undisputed.
9. The Authority reserves the right to withhold payment in whole or in part, without payment of interest, where the Supplier has either failed to supply the Services at all or has supplied Services which, in the reasonable opinion of the Authority, are unsatisfactory and any invoice relating to such Services will not be paid unless or until the Services have been delivered to the Authority's satisfaction.
10. If the Supplier believes that payment for a correctly submitted invoice is overdue, they should, in the first instance, speak to the Authorised Officer or the named

contact on the face of the Contract. In the event that the problem is not resolved to satisfaction, the Supplier should write to the Authority's Head of Procurement setting out the Supplier's case.

2.2 Contract Price

1. The Contract Price is fully inclusive of all the Supplier's costs in provision of the Services. There will be no amendment to the Contract Price without agreement in writing between the Parties in accordance with clause 1.4.

3. Contract Monitoring

1. The Supplier and the Authority are required to meet regularly or, as and when deemed necessary by the Authority, to evaluate and monitor the performance of the Supplier under the Contract. These meetings are intended to promote co-operation and efficiency.
2. Where applicable, any consultants, sub-contractors and other third parties concerned with the Service may be invited to participate in the meetings held under this clause but only if both Parties agree in writing and both Parties agree that the mere participation by third parties (such as consultants and subcontractors) in the meetings will not give such parties any rights or responsibilities pursuant to this Contract which is made between the Authority and the Supplier.
3. The Supplier, the Authority and any third parties who participate in evaluation and monitoring meetings must meet their own costs for attendance at the meetings.

4. Termination

4.1 Termination Notice

1. Subject to the provisions of clause 8.7 (Force Majeure), the Authority may terminate the Contract with immediate effect by notice in writing to the Supplier on or at any time if:
 - a) the Supplier becomes bankrupt, insolvent, makes any composition with its creditors, has a Deputy appointed under the Mental Capacity Act 2005 or dies; or
 - b) the Supplier ceases or threatens to cease to carry on its business; or
 - c) the Supplier has a change in its control which the Authority believes will have a substantial impact on the performance of the Contract; or
 - d) there is a risk or a genuine belief that there is a risk that reputational damage to the Authority will occur as a result of the Contract continuing to provide the Services. Such risk to be determined by the Authority in its sole discretion; or
 - e) the Supplier is in breach of any of its obligations under this Contract that is capable of remedy and which has not been remedied to the satisfaction of the Authority within fourteen (14) days, or such other

- reasonable period as may be specified by the Authority after issue of a written notice specifying the breach and requesting it to be remedied; or
- f) there is a material or substantial breach by the Supplier of any of its obligations under this Contract which is incapable of remedy; or
 - g) the Supplier commits persistent minor breaches of this Contract, whether remedied or not.

4.2 Termination at Will

The Authority may terminate the Contract at will, in whole or in part, at any time with thirty (30) days' written notice to the Supplier.

4.3 Consequences of Termination

1. If this Contract is terminated in whole or in part the Authority shall:
 - a) where termination arises under clause 4.1.1, be liable to pay to the Supplier only such elements of the Contract Price, if any, that have properly accrued in accordance with the Contract or the affected part of the Contract up to the time of the termination; and/or
 - b) where termination arises under clause 4.1.1, be entitled to deduct from any sum or sums which would have been due from the Authority to the Supplier under this Contract or any other contract and to recover the same from the Supplier as a debt any sum in respect of any loss or damage to the Authority resulting from or arising out of the termination of this Contract. Such loss or damage shall include the reasonable cost to the Authority of the time spent by its officers in terminating the Contract and in making alternative arrangements for the supply of the Services or any parts of them; and/or
 - c) where termination arises under clause 4.2, pay to the Supplier any reasonable, direct and quantifiable costs reasonably incurred by the Supplier due to early termination.
 - d) in the event that any sum of money owed by the Supplier to the Authority (the Supplier's debt) exceeds any sum of money owed by the Authority to the Supplier (the Authority's debt) under this Contract then the Authority shall, at its sole discretion, be entitled to deduct the Supplier's debt from any future Authority's debt or to recover the Supplier's debt as a civil debt.
2. Upon the termination of the Contract for any reason, subject as otherwise provided in this Contract and to any rights or obligations which have accrued prior to termination, neither Party shall have any further obligation to the other under the Contract.

4.4 Dispute Resolution Procedure

1. If a dispute arises between the Authority and the Supplier in connection with the Contract, the Parties shall in good faith try to resolve such dispute by means of prompt discussion at an appropriate managerial level.
2. If a dispute is not resolved within fourteen (14) days of referral under clause 4.4.1, then either Party may refer it to the appropriate nominated officer of each Party for resolution who shall meet for discussion within fourteen (14) days or longer period as both Parties may agree.
3. Provided that both Parties consent, a dispute not resolved in accordance with clauses 4.4.1 and 4.4.2, shall next be referred at the request of either Party to a mediator appointed by agreement between the Parties within fourteen (14) days of one Party requesting mediation with the costs of mediation determined by the mediator.

4.5 TUPE and Retendering

1. In the event of expiry or termination of the Contract or whenever reasonably requested by the Authority in preparation for tendering arrangements, the Supplier will provide the Authority with such assistance, as the Authority may require and provide at no cost to the Authority any information the Authority (whether on its own account or on behalf of any potential or confirmed replacement supplier) may request in relation to the Personnel including but not limited to, providing employee liability information as required under Regulation 11 of TUPE.
2. The Supplier authorises the Authority to pass any information supplied to any replacement supplier or potential replacement supplier and the Supplier will secure all necessary consents from relevant Personnel in order to do this.
3. The Supplier will keep the Authority and any replacement supplier indemnified in full against all Liabilities arising directly or indirectly in connection with any breach of this clause or inaccuracies in or omissions from the information provided.
4. The Supplier undertakes to the Authority that, during the twelve months prior to the end of the contract period the Contract shall not and shall procure that any sub-contractor shall not without the prior consent of the Authority (such consent not to be unreasonably withheld or delayed):
 - a) amend or vary (or purport or promise to amend or vary) the terms and conditions of employment or engagement (including, for the avoidance of doubt, pay) of any of its Personnel (other than where such amendment or variation has previously been agreed between the Supplier and the Personnel in the normal course of business, and where any such amendment or variation is not in any way related to the transfer of the Services;
 - b) terminate or give notice to terminate the employment or engagement of any Personnel (other than in circumstances in which the termination is for reasons of misconduct or lack of capability);
 - c) transfer away, remove, reduce or vary the involvement of any of the Personnel from or in the provision of the Services (other than where such transfer or removal:
 - i) was planned as part of the individual's career development;

- ii) takes place in the normal course of business; and
 - iii) will not have any adverse impact upon the delivery of Services by the Supplier, (provided that any such transfer, removal, reduction or variation is not in any way related to the transfer of the Services).
- d) recruit or bring in any new or additional individuals to provide the Services who were not already involved in providing the Services prior to the relevant period.

4.6 Survival

The following clauses will survive termination or expiry of the Contract: Clause 4.3 (Consequences of Termination), Clause 5.1 (Insurance), Clause 6.1 (Intellectual Property), Clause 6.2 (Confidentiality), Clause 6.3 (Data Protection), Clause 6.4 (Freedom of Information), Clause 6.5 (Record Keeping), Clause 7.2 (Law and Jurisdiction) and Clause 8.10 (Non Solicitation and Offers of Employment).

5. Insurance

5.1. Insurance details

1. The Supplier shall maintain insurances necessary to cover any liability arising under the Contract as set out below:
 - a) **Public Liability (including products liability)** - £5,000,000.00 (five million pounds) in respect of any one claim or series of claims arising out of the same event and without limit on the number of claims in any 12-month period;
 - b) **Employers Liability** - £5,000,000.00 (five million pounds) each claim;
2. The Supplier shall upon request and/or prior to the Commencement Date and on each anniversary of the Commencement Date provide evidence that such insurances are in place.
3. If the Supplier does not maintain the necessary insurances under the Contract, the Authority may insure against any risk in respect of the default and may charge the Supplier the cost of such insurance together with a reasonable administration charge.

5.2. Indemnity & Liability

1. Neither Party seeks to exclude or limit its liability for:
 - a) death or personal injury caused by its own negligence (but will not be liable for death or personal injury caused by the other Party's negligence);
 - b) fraud and fraudulent misrepresentation;
 - c) breach of the Data Protection Legislation; and

- d) any other matter in respect of which, as a matter of Law, liability cannot be excluded or limited.
2. The Supplier shall indemnify the Authority in full without limit of liability for any loss damage or claim, including any loss or claim relating to Intellectual Property Rights and injury loss or damage claimed by any third party and against all Liabilities awarded against or incurred by the Authority (including legal expenses on an indemnity basis) arising from the Supplier's negligence, any fault or shortfall in the Services or any act or omission of the Supplier in supplying and delivering the Services.
3. Subject to clauses 5.2.1 and 5.2.2 neither Party shall be liable to the other Party (as far as permitted by Law) to the other Party for any indirect, special or consequential loss or damage in connection with the Contract which shall include, without limitation, any loss of or damage to profit, revenue, contracts, savings (whether anticipated or otherwise), goodwill or business opportunities whether direct or indirect.
4. The Supplier shall indemnify the Authority against all other claims losses or damages, whether arising from tort (including negligence), breach of contract or otherwise under or in connection with this Contract suffered or incurred by the Authority arising out of or in connection with:
 - a) any breach by the Supplier of the warranties contained in the conditions of this Contract;
 - b) the Supplier's negligence or breach of statutory duty;
 - c) any misrepresentation (including fraudulent misrepresentation) made by the Supplier.
5. Each Party shall at all times take reasonable steps to minimise and mitigate any loss or other matters for which one Party is entitled to be indemnified by or to bring a claim against the other under the Contract.

6. Protection of Information

6.1 Intellectual Property

1. All Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material:
 - a) provided to the Supplier by the Authority shall remain the property of the Authority;
 - b) prepared by or for the Supplier specifically for the use, or intended use, in relation to the performance of the Contract shall belong to the Authority subject to any exceptions set out in the Purchase Order. and provided that and provided that the Authority shall not own any Intellectual Property Rights in Goods supplied.
2. The Supplier shall obtain necessary Approval before using any material, in relation to the performance of the Contract which is or may be subject to any third party Intellectual Property Rights. The Supplier shall procure that the owner of the Intellectual Property Rights grant to the Authority a non-exclusive licence, or if the Supplier is itself a licensee of those rights, the Supplier shall grant to the Authority an authorised sub-licence, to use, reproduce, and

maintain the Intellectual Property Rights. Such licence or sub-licence shall be non-exclusive, perpetual and irrevocable, shall include the right to sub-license, transfer, novate or assign to other Authorities, the replacement Supplier or to any other third party supplying services to the Authority, and shall be granted at no cost to the Authority.

3. It is a condition of the Contract that the provision of the Services to the Authority, the use of the Service by the Authority, the supply of Goods to the Authority and the possession and use of the Goods by the Authority will not infringe any Intellectual Property Rights of any third party and the Supplier shall during and after the Contract Period on written demand indemnify and keep indemnified without limitation the Authority in full without limit or liability against all Liabilities which the Authority may suffer or incur as a result of or in connection with any breach of this clause, except where any such claim relates to:
 - a) items or materials based upon designs supplied by the Authority; or
 - b) any use by the Authority of the Services in combination with any item not supplied by the Supplier where such use of the Services directly gives rise to the claim, demand or action; or
 - c) any modification carried out by or on behalf of the Authority to the Services if such modification is not authorised by the Supplier in writing.
 - d) If a claim or demand is made or action brought to which clause 6.1.3 may apply or in the reasonable opinion of the Supplier is likely to be made or brought, the Supplier may at its own expense either:
 - i) modify the Services without reducing the performance and functionality of the same, or substitute alternative Services of equivalent performance and functionality, so as to avoid the infringement or the alleged infringement, provided that the terms herein shall apply mutatis mutandis to such modified or substitute Services, provided that modified or substitute Services shall be acceptable to the Authority, such acceptance not to be unreasonably withheld or delayed; or
 - ii) procure a licence to supply the Services/Goods to the Authority and for the Authority to possess and use the Services which are subject to the alleged infringement, on terms which are acceptable to the Authority.
4. The Supplier shall promptly notify the Authority if any claim or demand is made or action brought against the Supplier for infringement or alleged infringement of any Intellectual Property Rights which may affect the Authority's use of the Services.
5. If a modification or substitution in accordance with clause 6.1.3(i) is not possible so as to avoid the infringement or the Supplier has been unable to procure a licence in accordance with clause 6.1.3(ii) the Authority shall be entitled to terminate this Contract in accordance with clause 4.1(f).

6. The Authority shall promptly notify the Supplier if any claim or demand is made or action brought against the Authority to which clause 6.1.3 may apply. The Supplier shall at its own expense conduct any litigation arising therefrom and all negotiations in connection therewith and the Authority hereby agrees to grant to the Supplier exclusive control of any such litigation and such negotiations.
7. The Authority shall at the request of the Supplier and at the Supplier's expense afford to the Supplier all reasonable assistance for the purpose of contesting any claim or demand made or action brought against the Authority to which clause 6.1.3 may apply or any claim or demand made or action brought against the Supplier to which clause 6.1.5 may apply.
8. The Supplier will indemnify the Authority against all damages and costs finally awarded against the Authority as a result of such action but will not be responsible for any settlement or compromise made without its consent.
9. The Authority shall not make any admissions which may be prejudicial to the defence or settlement of any claim, demand or action for infringement or alleged infringement of any Intellectual Property Right to which clause 6.1.3 may apply or any claim or demand made or action brought against the Supplier to which clause 6.1.5 may apply.
11. At the termination of the Contract the Supplier shall immediately return to the Authority any and all materials, work or records held in relation to the Services, including any back-up media.

6.2. Confidentiality

1. Except to the extent set out in this clause 6.2 or where disclosure is expressly permitted elsewhere in this Contract each Party:-
 - a) shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and
 - b) shall not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of the Contract or except where disclosure is otherwise expressly permitted by the provisions of this Contract.
2. The Supplier shall not and shall procure that its Personnel do not use any of the Authority's Confidential Information received otherwise than for the purposes of this Contract
3. The Supplier may only disclose the Authority's Confidential Information to its employees, agents, professional and other advisors and consultants engaged in relation to this Contract and who need to know the information and shall ensure that they are under a similar obligation of confidentiality in respect of the Confidential Information.

4. The provisions of clause 6.2.1. shall not apply to any Confidential Information received by one Party from the other:
 - a) which is or becomes public knowledge (otherwise than by breach of this clause);
 - b) which was in the possession of the receiving Party, without restriction as its disclosure, before receiving it from the disclosing Party;
 - c) which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
 - d) is independently developed without access to the Confidential Information; or
 - e) which is disclosed pursuant to a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under the FOIA or the EIR.
5. Nothing in this clause 6.2 shall prevent the Supplier disclosing any Authority Confidential Information:
 - a) for the purpose of the examination and certification of the Authority's accounts; or
 - b) for the purpose of any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources; or
 - c) to any other department, office or agency of the government; or
 - d) to Regulatory Bodies; or
 - e) to the Authority's professional advisers, insurers and/or insurance advisers; or
 - f) to any consultant, contractor or agent engaged by the Authority for purposes relating to this Contract who need to know the information the Authority shall use reasonable endeavours to ensure that any party to whom the Supplier's Confidential information is disclosed pursuant to clause 6.2 is made aware of the Authority's obligation of confidentiality.
6. Nothing in this clause 6.2 shall prevent either Party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business, to the extent that this does not result in a disclosure of Confidential Information or an infringement of Intellectual Property Rights.

6.3. Data Protection

1. Both Parties shall comply with their obligations under Data Protection Legislation
- 3.

6.4 Freedom of Information Act

1. The Authority is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations (EIR) 2004 ('the Acts'). As part of the Authority's duties under the Acts it may be required to disclose information forming part of the Contract to the Information Commissioners Office or anyone who makes a reasonable request.
2. The Authority is responsible in its absolute discretion for determining in its discretion whether any information is commercially sensitive information, and/or any other information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR.
3. The Supplier shall assist and co-operate with the Authority (at the Supplier's expense) to enable the Authority to comply with the information disclosure requirements under the Acts and in doing so will comply with any timescale notified to it by the Authority.
4. Notwithstanding any other term of this Contract, the Supplier hereby gives its consent for the Authority to publish this Contract and its Schedules in its entirety, including from time to time agreed changes to the Contract, to the general public in whatever form the Authority decides is most appropriate.

6.5 Record Keeping

1. To assist the Authority with its record keeping and monitoring requirements, including auditing and National Audit office requirements, the Supplier shall keep and maintain for six (6) years (or any longer period of time in accordance with specific legislation) after expiration of the Contract Period, full and accurate records of the Contract including the Services supplied under it and all payments made by the Authority. The Supplier shall on request allow the Authority such access to (and provide at no additional cost copies of) those records as may be required by the Authority in connection with the Contract.
2. The Supplier will at its own cost, provide any information that may be required by the Authority to comply with the Authority's procedures for monitoring of the Contract.

7. Statutory Obligations

7.1. Health & Safety

1. While on the Authority's Premises the Supplier shall comply with any health and safety measures implemented by the Authority in respect of persons working on the Authority's Premises.
2. The Supplier shall:
 - a) notify the Authority immediately in the event of any incident occurring in the provision of the Services on the Authority's Premises, where that incident causes any personal injury or damage to property which could give rise to personal injury.
 - b) take all necessary measures to comply with the requirements of the Health and Safety at Work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety which may

apply to those of its employees, consultants, agents or sub-contractors that provide the Services.

- c) ensure that its health and safety policy statement (as required by the Health and Safety at Work etc. Act 1974) is made available to the Authority on request.
- d) The Supplier shall indemnify the Authority against all actions, suits, claims, demands, losses, charges, costs and expenses which the Authority may suffer or incur as a result of or in connection with any breach of this Condition.

7.2. Law and Jurisdiction

1. The Supplier shall comply at all times with the Law in its performance of the Contract.
2. The Contract shall in all respects be governed by and interpreted in accordance with English Law and the Parties submit to the exclusive jurisdiction of the English Courts.

7.3. Equality and Diversity

1. The Supplier shall perform its obligations under this Contract in accordance with applicable equality Law and not unlawfully discriminate within the meaning and scope of any Law (whether because of race, sex, disability, sexual orientation, religion or belief, age, pregnancy and maternity, marital or civil partnership status, gender re-assignment, trade union membership or activities, part time or fixed term status or otherwise) including but not limited to the Equality Act 2010 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.
2. The Supplier shall take all reasonable steps to secure the observance of clause 7.3.1 by all its Personnel including sub-contractors(if any) engaged in the provision of the Services under this Contract.

7.4 Whistleblowing and Modern Slavery Act 2015

1. The Supplier shall implement and maintain a whistleblowing policy which complies with applicable Law. The policy shall:
 - (a) set out procedures by which Personnel can confidentially report concerns about illegal, unethical or otherwise unacceptable conduct; and
 - (b) ensure that it enables the Personnel to bypass the level of management at which the problem may exist.
2. The Supplier shall comply with the provisions of the Modern Slavery Act 2015 and shall take such steps as is necessary to promote ethical business practice and policy to protect employees and workers from abuse and exploitation. The Supplier shall use best endeavours to ensure that slavery and human trafficking is not taking place in its supply chains.

8. General Provisions

8.1. Authorised Officer

The Authorised Officer or their appointed Deputy shall be the duly authorised representative of the Authority. Any Notice, information or communication given or made by the Authorised Officer shall be deemed to have been made by the Authority.

8.2. Notices

1. Any formal notice required by this Contract to be given by either Party to the other shall be in writing and shall be served personally or by sending it by first class recorded or special delivery post to the addresses specified on the Purchase Order. Formal notices shall not be accepted by email.
2. Any notice served personally will be deemed to have been served on the day of deliver and any notice sent by post will be deemed to have been served forty eight (48) hours after it was posted. If the date of service falls on a weekend or public bank holiday, then it will be deemed served on the next Business Day.

8.3. Waiver

1. The failure by either Party to exercise any right or remedy shall not constitute a waiver of that right or remedy. A waiver of any right or remedy arising from a breach of the Contract shall not constitute a waiver of any right or remedy arising from any other breach of the Contract.
2. No waiver of any of the provisions of this Contract shall be effective unless it is expressed to be a waiver in writing and communicated in accordance with clause 8.2 (Notices).

8.4. Severability

If any of the provisions of the Contract become invalid this shall not affect the validity of the remaining provisions. In the event of such occurrence the Parties shall, in so far as it is legally permitted, agree on the replacement of the invalid provision with a valid one achieving the same or similar purpose.

8.5. Assignment, Sub-contracting & Responsibility

1. The Supplier shall not sub-contract any of its obligations under the Contract without the prior written permission of the Authority.
2. The Authority shall be entitled to:
 - a) assign, novate or dispose of its rights and obligations under this Contract either in whole or part to any contracting authority (as defined in The Public Contracts Regulations 2015); or
 - b) transfer, assign or novate its rights and obligations where required by Law.
 - c) transfer, assign or novate its rights to a successor body or organisation.
3. The Supplier shall remain responsible and liable for the acts and omissions of sub-contractors, servants, agents and employees as though they were its own.

8.6. Business Continuity

1. The Supplier shall have a robust Business Continuity Plan in place which is acceptable to the Authority to ensure that the provision of Goods to the Authority will be maintained in the event of disruption, including but not limited to disruption to information technology systems, to the Suppliers operations and those of sub-contractors to the Supplier, however caused.
2. The Business Continuity Plan shall be available for the Authority to inspect and to practically test at any reasonable time and shall be subject to regular updating and revision throughout the term of the Contract.
3. The Authority may require the Supplier to conduct additional tests of the Business Continuity Plan where the Authority considers it necessary, including where there may be a change to the Goods or any underlying business processes or on the occurrence of any event which may increase the likelihood of the need to implement the Business Continuity Plan and the Authority reserves the right to attend any Business Continuity Plan test undertaken by the Supplier.
4. The Parties shall comply with the provisions of the Business Continuity Plan and the Supplier shall ensure that it is able to implement the Business Continuity Plan at any time in accordance with its term.

8.7. Force Majeure

1. Neither Party shall be liable for failure to perform its obligations under the Contract if such failure results from Force Majeure.
2. If the Authority or the location at which the Services are to be delivered is affected by circumstance of Force Majeure, the Authority shall be entitled to, totally or partially, suspend the date or dates for delivery of the Services until the circumstances of the Force Majeure have ceased. The suspension shall not give rise to any claim by the Supplier against the Authority nor entitle the Supplier to terminate the Contract.
3. Industrial action by, or illness or shortage of the Supplier's employees, agents or subcontractors, failure or delay by any of the Supplier's contractors to supply goods, components, services or materials shall not be regarded as an event of Force Majeure unless itself due to a Force Majeure event.
4. If either Party is subject to a Force Majeure Event it shall not be in breach of the Contract provided that:
 - a) it promptly notifies the other Party in writing of the nature and extent of the Force Majeure Event causing its failure or delay in performance;
 - b) it could not have avoided the effect of the Force Majeure Event by taking precautions which, having regard to all the matters known to it before the Force Majeure Event, it ought reasonably to have taken, but did not; and
 - c) it has used all reasonable endeavours to mitigate the effect of the Force Majeure Event, to carry out its obligations under the Contract in any way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably possible.
 - d) If the Force Majeure Event prevails for a continuous period of more than one (1) month, the Authority may terminate the Contract by giving ten (10) Business Days' written notice to the Supplier. On the expiry of this notice period, the Contract will terminate. Such termination shall be without prejudice to the rights of either Party in respect of any breach of the Contract occurring prior to such termination.

8.8. Prevention of Bribery

1. In this clause, "Bribery Act" means the Bribery Act 2010 and "Prohibited Act" means any of the following:
 - a) to directly or indirectly offer, promise or give any person working for or engaged by the Authority a financial or other advantage to (i) induce that person to perform improperly a relevant function or activity or (ii) reward that person for improper performance of a relevant function or activity; or
 - b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement; or
 - c) committing any offence (i) under the Bribery Act; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Authority; or (iv) defrauding, attempting to defraud or conspiring to defraud the Authority.

2. The Supplier shall not commit a Prohibited Act and ensure that any of its employees, consultants, agents, or sub-contractors shall not commit a Prohibited Act in connection with the Contract.
3. The Supplier warrants, represents and undertakes to the Authority that it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority, or that an agreement has been reached to that effect, in connection with the execution of this Contract, excluding any arrangement of which full details have been disclosed in writing to the Authority before execution of this Contract.
4. Where the Supplier commits a Prohibited Act in relation to this or any other contract with the Authority, the Authority has the right to:
 - a) Terminate the Contract and recover from the Supplier the amount of any loss suffered by the Authority resulting from the termination, including the cost reasonably incurred by the Authority of making other arrangements for the provision of the Services and any additional expenditure incurred by the Authority throughout the remainder of the Contract Period; or
 - b) Recover in full from the Supplier any other loss sustained by the Authority in consequence of any breach of this clause whether or not the Contract has been terminated.
5. The Supplier shall, if requested, provide the Authority with any reasonable assistance to enable the Authority to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act.
6. The Supplier shall have and maintain an anti-bribery policy (which shall be disclosed to the Authority on request) to prevent it and any of its employees, consultants, agents or sub-contractors from committing a Prohibited Act and shall enforce it where appropriate.
7. If any breach is suspected or known, the Supplier must notify the Authority immediately.
8. If the Supplier notifies the Authority that it suspects or knows that there may be a breach, the Supplier must respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit books, records and any other relevant documentation. This obligation shall continue for three years following the expiry or termination of this Contract.

8.9. Costs & Expenses

Each of the Parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Contract.

8.10. Non Solicitation & Offers of Employment

The Supplier agrees that as from the effective date of this Contract until twelve (12) months after expiration, it shall not directly or indirectly actively solicit or hire for employment or engagement or entice away on behalf of itself or any other person or organisation, any of the Authority's staff who have been directly associated with this Contract and who are then still employed by the Authority, without the Authority's prior written consent.

8.11. Rights of Third Parties

It is not intended that the Contract, either expressly or by implication, shall confer any benefit on any person who is not a party to the Contract and accordingly the Contracts (Rights of Third Parties) Act 1999 shall not apply.

8.12. Supplier Status

Nothing in the Contract shall create or be construed as creating a partnership, joint venture, a contract of employment or relationship of employer and employee, or a relationship of principal and agent between the Authority and the Supplier.

8.13. Conflict of Interest

1. The Supplier shall ensure that there is no conflict of interest as to be likely to prejudice his independence and objectivity in performing the Contract and undertakes that upon becoming aware of any such conflict of interest during the performance of the Contract (whether the conflict existed before the award of the Contract or arises during its performance) he shall immediately notify the Authority in writing of the same, giving particulars of its nature and the circumstances in which it exists or arises and shall furnish such further information as the Authority may reasonably require.
2. Where the Authority is of the opinion that the conflict of interest notified to it is capable of being avoided or removed, the Authority may require the Supplier to take such steps as will, in its opinion, avoid, or as the case may be, remove the conflict and:
 - a) if the Supplier fails to comply with the Authority's requirements in this respect; or
 - b) if, in the opinion of the Authority, it is not possible to remove the conflict, the Authority may terminate the Contract immediately and recover from the Supplier the amount of any loss resulting from such termination.
3. Notwithstanding clause 8.13.2 of this Condition, where the Authority is of the opinion that the conflict of interest which existed at the time of the award of the Contract could have been discovered with the application by the Supplier of due diligence and ought to have been disclosed as required by the tender documents pertaining to it, the Authority may terminate the Contract immediately for breach of a fundamental condition and, without prejudice to any other rights, recover from the Supplier the amount of any loss resulting from such termination.

8.14. Publicity

Neither the Authority nor the Supplier shall publicise in any media or public announcement information regarding the terms of the Contract, or the Services supplied, without the prior written consent of the other Party in either case such consent not to be unreasonably withheld or delayed.

8.15. Lien

The Supplier will not permit its Personnel to file any liens against the property or realty of the Authority to secure payment under this Contract. If any liens or interest arise as a result of the Supplier's action or inaction the Supplier will remove the liens at its sole cost or expense within ten (10) Business Days.

8.16 Counterparts and Electronic Completion

1. This Contract may be executed in any number of counterparts and by the different Parties in different counterparts each of which when executed and delivered shall be deemed to constitute one and the same instrument. Each Party agrees that the delivery of this Contract by electronic transmission, including copies of the executed signature pages via PDF, shall have the same force and effect as delivery of original signatures and that each Party may use such copies of the executed signature pages as evidence of the execution and delivery of this Contract by all Parties.
2. This Contract may be signed by any Party by electronic signature (whatever form the electronic signature takes) and this method of signature is as conclusive of such Party's intention to be bound by this Contract as if signed by each Party's manuscript signature.

