

**Title: Web Version for Procurement**

**Terms and Conditions of Contract for the Supply of Low Value Goods and/or Services**

Papworth Trust a charity registered in England and Wales (Registered Charity 211234, Company number 00148906) whose principal and registered office address is at; Bernard Sunley Centre, Papworth Everard. Cambridge. CB23 3RG

**These TERMS supersede all previous terms and conditions**

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Dated **[INSERT]**

(1) [REGISTERED PROVIDER DETAILS]

and

(2) [DETAILS OF SUPPLIER]

**GOODS AND SERVICES CONTRACT – SHORT FORM**

**FOR THE SUPPLY OF [DETAILS OF GOODS AND/OR SERVICES]**

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## CONTRACT TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

DATED.....day of.....20.....

### PARTIES

(1) Papworth Trust a charity registered in England and Wales (Registered Charity 211234, Company number 00148906) whose principal and registered office address is at; Bernard Sunley Centre, Papworth Everard. Cambridge. CB23 3RG ("Registered Provider"); and

(2) [NAME OF SUCCESSFUL SUPPLIER] (Registered Company Number: [NUMBER]) of [REGISTERED ADDRESS] ("the Supplier"),

each a "Party" and together "the Parties".

### RECITALS

(A). The Registered Provider issued a request for quote to prospective suppliers on [DATE].

(B). On the basis of the Supplier's response to that request for quote, the Registered Provider selected the Supplier as its preferred supplier and the Registered Provider and the Supplier entered into negotiations regarding the provision of services to meet the service requirements.

(C). As a result of such negotiations, the Registered Provider has agreed to purchase, and the Supplier has agreed to supply, the Goods/Services on the terms and conditions of this agreement

(D). The Contract shall be constituted by and comprise only the Contract Documents; no terms or conditions put forward by the Supplier (including terms relating to hire, lease or loan) shall form part of the Contract unless signed by both Parties. In the event of conflict, the Contract Documents prevail. Any supply made in response to the Purchase Order shall be taken as conclusive acceptance of this term and any inconsistent or additional terms accompanying the Supply shall be deleted and ignored.

### 1 DEFINITION AND INTERPRETATION

1.1 In these Terms unless the context otherwise requires the following words shall have the meanings given to them below:

"Approval" means the written consent of the Registered Provider ;

"Papworth Trust" means a charity registered in England and Wales (Registered Charity 211234, Company number 00148906) whose principal and registered office address is at; Bernard Sunley Centre, Papworth Everard. Cambridge. CB23

## CONTRACT TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

“Commencement Date” means the date set out in the Contract Documents, or as agreed by the Parties in writing;

“Commercially Sensitive Information” means any information –

(a) which is provided by the Supplier to the Registered Provider in confidence during the Contract Period, or

(b) that constitutes a trade secret;

“Completion Date” means the date of expiry of the Contract set out in the Contract Documents, or as agreed by the Parties in writing;

“Confidential Information” means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person or trade secrets or Intellectual Property Rights of either Party and all personal data and sensitive personal data within the meaning of the DPA. Confidential Information shall not include information which–

(a) was public knowledge at the time of disclosure (otherwise than by breach of clause 11 (Confidential Information)),

(b) was in the possession of the receiving Party, without restriction as to its disclosure, before receiving it from the disclosing Party,

(c) is received from a third Party (who lawfully acquired it) without restriction as to its disclosure, or

(d) is independently developed without access to the Confidential Information;

“Contract” means the contract constituted by the Contract Documents;

“Contract Documents” means the Specification, RFQ, Purchase Order and the Terms.

“Contract Period” means the period from the Commencement Date to the Expiry Date, as such period may be extended in accordance with clause 2.2 or such earlier date of termination or partial termination of the Contract in accordance with the Law or the provisions of the Contract;

“Contract Price” means the price (exclusive of any applicable VAT), payable to the Supplier by the Registered Provider under the Contract for the full and proper performance by the Supplier of its obligations under the Contract;

“Date of Delivery” means the date by which the Goods must be Delivered to the Registered Provider, as specified in the Specification;

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“Default” means any breach of the obligations of the relevant Party (including but not limited to fundamental breach or breach of a fundamental term) or any other default, act, omission, negligence or negligent statement of the relevant Party or the Staff in connection with or in relation to the subject-matter of the Contract and in respect of which such Party is liable to the other;

“Deliver” means the hand over the Goods to the Registered Provider at the address provided by the Registered Provider from time to time, which shall include unloading and any other specific arrangements agreed in accordance with Clause 4 (Delivery). Delivered and Delivery shall be construed accordingly.

“DPA” means the Data Protection Act 1998, the EU Data Protection Directive 95/46EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI2000/2699), the Electronic Communications (EC Directive) Regulations 2003, and all applicable laws and regulations relating to the processing of personal data and privacy, including as and where applicable the guidance and codes of practice issued by the Information Commissioner; the BSI standard for data protection (BSI 10012: Specification for a personal information management system); and the Personal Data Guardianship Code of the Information Security Awareness Forum and the British Computer Society;

“Expiry Date” means the end of the Contract Period;

“FOIA” means the Freedom of Information Act 2000 and any subordinate legislation made under that Act from time to time;

“Goods” means any such goods as are to be supplied by the Supplier under the Contract as specified in the Specification;

“Good Industry Practice” means using standards, practices, methods and procedures conforming to the law and exercising that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person engaged as the case may be in the same type of work as that of the Consultant under the same or similar circumstances at the relevant time for such exercise.

“BIS”Environment” means the Registered Provider System, Papworth Trust and the Supplier System;

“Information” has the meaning given under section 84 of the FOIA;

“Intellectual Property Rights” means patents, utility models, inventions, trademarks, service marks, logos, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, domain names, plant variety rights, Know-How, trade or business names, moral rights and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom) and the right to sue for passing off;

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"IP Materials" means all Intellectual Property Rights in any guidance, specifications, instructions, toolkits, plans, data, drawings, databases, patents, patterns, models, designs or other material which are:

a) furnished to or made available to the Supplier by or on behalf of the Registered Provider;

b) prepared by or for the Supplier on behalf of the Registered Provider for use, or intended use, in relation to the performance by the Supplier of its obligations under the Contract; or

c) the result of any work done by the Supplier, the Staff or any Sub-Supplier in relation to the provision of the Supply;

"Key Personnel" mean those persons identified in the Contract Documents as being key personnel;

"Know-How" means all information not in the public domain held in any form (including without limitation that comprised in or derived from drawings, data formulae, patterns, specifications, notes, samples, chemical compounds, biological materials, computer software, component lists, instructions, manuals, brochures, catalogues and process descriptions and scientific approaches and methods);

"Law" 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, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body with which the Supplier is bound to comply;

"Malicious Software" means any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence;

"Party" means a Party to the Contract;

"Premises" means the location where the Goods and/or Services are to be supplied, as set out in the Contract Documents;

"Purchase Order" means the document the Registered Provider issue to the Seller in response to the Supplier's commitment to provide the Supply;

"Quality Standards" means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardization or other reputable or equivalent body (and their successor bodies) that a skilled and experienced operator in the same type of industry or

## CONTRACT TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

business sector as the Supplier would reasonably and ordinarily be expected to comply with, and as may be further detailed in the Contract Documents;

“Receipt” means the physical or electronic arrival of the invoice at the address of the Registered Provider detailed at clause 8.3 or at any other address given by the Registered Provider to the Supplier for the submission of invoices;

Registered Provider Data” means:

(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are: (i) supplied to the Supplier by or on behalf of the Registered Provider; or (ii) which the Supplier is required to generate, process, store or transmit pursuant to the Agreement; or

(b) any Personal Data for which the Registered Provider is the Data Controller;

“Request for Information” means a request for information under the FOIA or the Environmental Information Regulations;

“RFQ” means the Request for Quotation form completed by the Supplier

“Services” means the services to be supplied by the Supplier as described in the Contract Documents (including any modified or alternative services as may be provided in accordance with clause 17 (Intellectual Property Rights));

“Specification” means the description of the Goods and/or Services to be supplied under the Contract as set out in the Contract Documents including, where appropriate, the Key Personnel, the Premises and the Quality Standards;

“Staff” means all persons employed by the Supplier to perform its obligations under the Contract together with the Supplier’s servants, agents, suppliers and Sub-Suppliers used in the performance of its obligations under the Contract;

“Supply” means the Goods and/or Services

“Termination Date” means the date of termination of this Agreement in accordance with its terms.

“Terms” means the contract terms and conditions set out in the document

“Valid Invoice” means an invoice containing the detailed information set out in clause 4.2;

“VAT” means value added tax charged or regulated in accordance with the provisions of the Value Added Tax Act 1994;

“Working Day” means a day (other than a Saturday or Sunday) on which banks are open for general business in the City of London.

## CONTRACT TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

1.2 The interpretation and construction of these Terms is subject to the following provisions–

1.2.1 words importing the singular meaning include, where the context so admits, the plural meaning and vice versa;

1.2.2 words importing the masculine include the feminine and the neuter;

1.2.3 reference to a clause is a reference to the whole of that clause unless stated otherwise;

1.2.4 references to any statutory provision, enactment, order, regulation or other similar instrument must be construed as a reference to the statutory provision, enactment, order, regulation or instrument (including any EU instrument) as amended, replaced, consolidated or re-enacted from time to time shall (unless the reference expressly states otherwise) include any orders, regulations, codes of practice, instruments or other subordinate legislation made under it;

1.2.5 reference to any person includes natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees;

1.2.6 the words "include", "includes" and "including" are to be construed as if they were immediately followed by the words "without limitation"; and

1.2.7 clause headings are included in the Terms for ease of reference only and do not affect the interpretation or construction of the Terms.



## **2 COMMENCEMENT AND DURATION**

2.1 This Contract shall commence on the Commencement Date and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 2.2 or terminated in accordance with the Terms of the Contract.

2.2 The Registered Provider may extend this Contract for a period of up to [months/years] by giving not less than [weeks/months/ Working Days] notice in writing to the Supplier prior to the Expiry Date. The Terms of the Contract shall apply throughout any such extended period.

## **3 SUPPLY OF GOODS**

3.1 In consideration of the Registered Provider's agreement to pay the Contract Price, the Supplier shall supply the Goods to the Registered Provider subject to and in accordance with the Terms of the Contract.

3.2 If requested by the Registered Provider, the Supplier must provide the Registered Provider, at the Supplier's cost and expense, with samples of the Goods for evaluation and Approval.

3.3 In supplying the Goods, the Supplier shall co-operate with the Registered Provider in all matters relating to the supply of Goods and comply with all the Registered Provider's instructions.

3.4 The Supplier shall supply the Goods in accordance with the Specification. The Supplier warrants, represents, undertakes and guarantees that the Goods supplied under the Contract shall:

3.4.1 be free from defects (manifest or latent), in materials and workmanship and remain so for 12 months after Delivery;

3.4.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and comply with any applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;

3.4.3 conform with the specifications (including the Specification), drawings, descriptions given in quotations, estimates, brochures, sales, marketing and technical literature or material (in whatever format made available by the Supplier) supplied by, or on behalf of, the Supplier;

3.4.4 be free from design defects;

3.4.5 be fit for any purpose held out by the Supplier or made known to the Supplier by the Registered Provider expressly or by implication, and in this respect the Registered Provider relies on the Supplier's skill and judgement. The Supplier acknowledges and agrees that the approval by the Registered Provider of any

## CONTRACT TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

designs provided by the Supplier shall not relieve the Supplier of any of its obligations under this sub-clause.

### **4 DELIVERY**

4.1 The Supplier shall deliver the Goods to the Registered Provider on or by the Date of Delivery. Delivery of the Goods shall be completed once the completion of unloading the Goods from the transporting vehicle at the Delivery address has taken place and the Registered Provider has signed for the Delivery.

4.2 Where access to the Premises is necessary in connection with delivery or installation of the Goods, the Supplier and any sub-contractors must, at all times, comply with the security requirements, and all other reasonable requirements, of the Registered Provider.

4.3 Any access to the Registered Provider's premises and any labour and equipment that may be provided by the Registered Provider in connection with Delivery of the Goods shall be provided without acceptance by the Registered Provider of any liability in respect of any actions, claims, costs and expenses incurred by third Parties for any loss of damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of the Registered Provider or its servant or agent. The Supplier shall indemnify the Registered Provider in respect of any actions, suits, claims, demands, losses, charges, costs and expenses, which the Registered Provider may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of Delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his sub-contractors.

4.4 The Registered Provider is under no obligation to accept or pay for any Goods delivered in excess of the quantity ordered and the risk in any such over-delivered Goods remains with the Supplier unless they are accepted by the Registered Provider.

4.5 Unless otherwise stated in the Contract Documents, timely supply of the Goods is of the essence of the Contract

4.6 On dispatch of any consignment of the Goods the Supplier must send the Registered Provider an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume.

4.7 Delivery of the Goods shall be accompanied by a delivery note which shows the Purchase Order Number and the type and quantity of the Goods and, in the case of part Delivery, the outstanding balance remaining to be delivered.

4.8 Where:

4.8.1 the Supplier fails to deliver the Goods in whole or part on the due Date of Delivery; or

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4.8.2 the Goods or part of the Goods do not comply with the provisions of clause 3 (Supply of Goods), then without limiting any of its other rights or remedies implied by statute or common law, the Registered Provider (provided that the Registered Provider has been advised in writing of the dispatch of the Goods), within ten (10) Working Days of the notified date of delivery, give notice to the Supplier that the Goods have not been delivered and shall be entitled :

(a) to terminate the Contract;

(b) request the Supplier, free of charge, to deliver substitute Goods within the timescales specified by the Registered Provider;

(c) to require the Supplier, free of charge, to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);

(d) to reject the Goods (in whole or part) and return them to the Supplier at the Supplier's own risk and expense and the Registered Provider shall be entitled to a full refund on those Goods or part of Goods duly returned;

(e) to buy the same or similar Goods from another supplier; and

(f) to recover any expenses incurred in respect of buying the goods from another supplier which shall include but not be limited to administration costs, chargeable staff time and extra delivery costs.

### **5 RISK, OWNERSHIP AND GUARANTEE OF TITLE**

5.1 Without prejudice to any other rights or remedies of the Registered Provider, risk in the Goods shall pass to the Registered Provider at the time of delivery.

5.2 Ownership in the Goods, passes to the Registered Provider at the time of payment.

5.3 The Supplier warrants that:

5.3.1 it has full clear and unencumbered title to all the Goods;

5.3.2 at the date of Delivery of any of the Goods it shall have full and unrestricted right, power and authority to sell, transfer and deliver all of the Goods to the Registered Provider. On Delivery the Registered Provider shall acquire a valid and unencumbered title to the Goods.

### **6 PROVISION OF SERVICES**

6.1 In consideration of the Registered Provider's agreement to pay the Contract Price, the Supplier shall supply the Services to the Registered Provider for the Contract Period subject to and in accordance with the Terms of the Contract.

## CONTRACT TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

6.2 The provision of the Services by the Supplier shall be to the reasonable satisfaction of the Registered Provider who shall perform its obligations under the Contract:

6.2.1 with appropriately experienced, qualified and trained personnel with all due skill, care and diligence;

6.2.2 in accordance with Good Industry Practice and professional standards which might reasonably be expected of the supplier;

6.2.3 in compliance with all applicable Laws and Necessary Consents;

6.2.4 in compliance with the Contract;

6.2.5 in compliance with any Variation;

6.2.6 in accordance with the Registered Provider's instructions; and

6.2.7 in accordance with all relevant policies and procedures of Papworth Trust.

### **7 CONTRACT PRICE**

7.1 In consideration of the Supplier's performance of its obligations under the Contract, the Registered Provider must pay the Supplier—

7.1.1 the Contract Price in accordance with clause 8 (Payment and VAT); and

7.1.2 in addition, and following Receipt of a valid VAT invoice, pay a sum equal to the VAT chargeable on the Contract Price.

7.2 The Contract Price for the Goods and/or Services shall be as set out in Schedule 2 (Contract Price) and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods and/or Services. Unless otherwise agreed in writing by the Registered Provider, the Contract Price shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Goods and/or Services.

### **8 PAYMENT AND VAT**

8.1 The Registered Provider must—

8.1.1 provide the Supplier with a Purchase Order number and the Supplier shall include that number on every invoice submitted; and

8.1.2 provide the Supplier with a Purchase Order number and the Supplier shall include that number on every invoice submitted; and

8.1.3 pay all sums due to the Supplier within thirty (30) days of Receipt of a Valid Invoice.

8.2 A Valid Invoice must:

## CONTRACT TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

8.2.1 contain a relevant Purchase Order number;

8.2.2 be expressed in pounds sterling;

8.2.3 include VAT to the Contract Price at the prevailing rate as applicable; and

8.2.4 show the amount of VAT payable separately on all invoices as an extra charge.

8.3 The Supplier must at the periods specified by Registered Provider in the Specification, or as agreed by the Parties in writing, submit Valid Invoices for payment to the Registered Provider at the following address: Accounts Payments Team, Circle Anglia Limited, St Andrew's Court, 6 Central Avenue, St Andrew Business Park, Thorpe St Andrew, Norwich, Norfolk NR7 0HR

8.4 Where the Supplier fails to show VAT on any invoice, the Registered Provider will not, at any later date, be liable to pay the Supplier any additional VAT.

8.5 Invoices which do not contain the information specified in 8.2 will be rejected.

8.6 In submitting any Valid Invoice for payment, the Supplier, if registered for VAT, must produce valid VAT invoices and the Registered Provider will have no obligation to pay any claimed sums which are not supported by a VAT invoice from the Supplier.

8.7 The Supplier indemnifies the Registered Provider on a continuing basis against any liability, including any interest, penalties or costs incurred which is levied, demanded or assessed on the Registered Provider at any time in respect of the Supplier's failure to account for, or to pay any, VAT relating to payments made to the Supplier under the Contract.

### **RECOVERY OF SUMS**

8.8 Any overpayment by either Party, whether of the Contract Price or of VAT or otherwise, is a sum of money recoverable by the Party who made the overpayment from the Party in receipt of the overpayment.

8.9 All payments due must be made within a reasonable time, in cleared funds, to such bank or building society account as the recipient Party may from time to time direct.

8.10 Either Party shall pay interest on any overdue undisputed sum properly invoiced under this Contract at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment

### **9 HEALTH AND SAFETY**

9.1 Without prejudice to the generality of clause 3 (Supply of Goods) the Supplier shall have full regard to safety of persons who may be affected in any way by the

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Supply and shall comply with the requirements of the Law pertaining to the health and safety of persons.

9.2 The Supplier shall conduct all necessary tests and examinations prior to delivery of the Supply to ensure that the Supply is designed, constructed and delivered so as to be safe and without risk to the health or safety of persons using them. The Supplier shall give the Registered Provider adequate information about the use for which the Supply has been designed and has been tested and about any conditions necessary to ensure that when put to use the Supply will be safe and without risk to health.

9.3 Throughout the progress of the Supply, the Supplier shall keep the Registered Provider's Premises in an orderly state and shall provide and maintain at its own cost all lights, guards, fencing and warning signs, and any other systems required for the protection of the Supply and the safety and convenience of the public and others.

9.4 The Supplier shall comply and ensure its Staff complies at all times with the Health and Safety at Work etc. Act 1974 and all other Laws pertaining to health and safety of employees and other affected persons including, but not limited to, the Management of Health and Safety at Work etc. Regulations 1999, and all other health, safety and welfare requirements applicable to the Services including those detailed in the Specification.

9.5 The Supplier shall nominate a suitably competent person to have overall responsibility for ensuring that all health and safety matters concerning this Contract are dealt with in accordance with:

9.5.1 the Parties' health and safety policies, and

9.5.2 the Health and Safety at Work etc. Act 1974 and all other Laws pertaining to health and safety of employees and other affected persons.

## **10 STAFF AND KEY PERSONNEL**

10.1 The Supplier acknowledges that the Key Personnel are essential to the proper provision of the Services to the Registered Provider.

10.2 The Key Personnel shall not be released from supplying the Services without Approval, except by reason of long-term sickness, maternity leave, paternity leave or termination of employment and other extenuating circumstances.

10.3 Any replacements to the Key Personnel shall be subject to Approval. Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

10.4 the Registered Provider shall not unreasonably withhold Approval in clauses 10.2 or 10.3. Such Approval shall be conditional on appropriate arrangements being

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made by the Supplier to minimise any adverse impact on the Contract which could be caused by a change in Key Personnel.

10.5 If the Registered Provider reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Contract, it may, by giving written notice to the Supplier:

10.5.1 refuse admission to the relevant person(s) to the Registered Providers' premises;

10.5.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or

10.5.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Registered Provider to the person removed is surrendered,

and the Supplier shall comply with any such notice.

### **11 CONTRACT MANAGEMENT**

11.1 The Supplier shall:

11.1.1 attend progress meetings with the Registered Provider at the frequency and times specified by the Registered Provider and shall ensure that its representatives are suitably qualified to attend such meetings; and

11.1.2 submit progress reports to the Registered Provider at the times and in the format specified by the Registered Provider.

11.2 The Supplier will not charge the Registered Provider for any costs incurred in attending the meetings or providing the progress reports referred to in clause 11.1.

11.3 The Supplier shall keep and maintain until six (6) years after the end of the Contract, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Services supplied under it and all payments made by the Registered Provider. The Supplier shall on request afford the Registered Provider or the Registered Provider's representatives such access to those records as may be reasonably requested by the Registered Provider in connection with the Contract.

### **12 REGISTERED PROVIDER DATA**

12.1 For the purposes of these Terms the terms "Data Controller", "Data Processor", "Data Subject", "Personal Data", "Process" and "Processing" have the meanings prescribed under the DPA.

12.2 The Supplier must:

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12.2.1 not delete or remove any proprietary notices contained within or relating to the Registered Provider Data;

12.2.2 not store, copy, disclose, or use the Registered Provider Data except as necessary for the performance by the Supplier of its obligations under the Contract or as otherwise expressly authorised in writing by the Registered Provider;

12.2.3 to the extent that the Registered Provider Data is held or Processed by the Supplier, supply that the Registered Provider Data to the Registered Provider as requested by the Registered Provider in the format specified by the Registered Provider;

12.2.4 take responsibility for preserving the integrity of the Registered Provider Data and preventing the corruption or loss of the Registered Provider Data;

12.2.5 perform secure back-ups of all the Registered Provider Data and shall ensure that up-to-date back-ups are stored securely off-site and ensure that such back-ups are made available to the Registered Provider immediately upon request;

12.2.6 ensure that any system on which the Supplier holds any the Registered Provider Data, including back-up data, is a secure system that complies with any the Registered Provider data protection policy notified to the Supplier by the Registered Provider from time to time;

12.2.7 if at any time the Supplier suspects or has reason to believe that the Registered Provider Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, notify the Registered Provider immediately and inform the Registered Provider of the remedial action the Supplier proposes to take.

12.3 If the Registered Provider Data is corrupted, lost or sufficiently degraded as a result of the Supplier's Default so as to be unusable, the Registered Provider may:

12.3.1 require the Supplier (at the Supplier's expense) to restore or procure the restoration of the Registered Provider Data and the Supplier shall do so promptly; and/or

12.3.2 itself restore or procure the restoration of the Registered Provider Data, and shall be repaid by the Supplier any reasonable expenses incurred in doing so.

### **13 DATA PROTECTION ACT COMPLIANCE**

13.1 The Registered Provider the Supplier shall (and shall procure that any of its Staff involved in the provision of this Contract) comply with any notification requests under the DPA and both Parties will duly observe all their obligations under the DPA, which arise in connection with the performance of this Contract.

13.2 Notwithstanding the general obligation in clause 13.1, where the Supplier is processing Personal Data as a Data Processor for the Registered Provider, the Supplier shall ensure that it has in place appropriate technical and contractual



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measures to ensure the security of the personal data (and to guard against unauthorised or unlawful processing of the personal data and against accidental loss or destruction of, or damage to, the personal data), as required under the Seventh Data Protection Principle in Schedule 1 to the DPA; and

13.2.1 provide the Registered Provider with such information as the Registered Provider may reasonably require to satisfy itself that the Registered Provider is complying with its obligations under the DPA; and

13.2.2 ensure it does not knowingly or negligently do or omit to do anything which places the Registered Provider in breach of the Registered Provider's obligations under the DPA.

13.3 The Supplier shall, at all times during and after the Contract Period, indemnify the Registered Provider and keep the Registered Provider indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by the Registered Provider arising from any breach of the Supplier's obligations under clauses 0 and 13 except and to the extent that such liabilities have resulted directly from the Registered Provider's instructions.

13.4 The provisions of clause 0 and this clause 13 shall apply during the continuance of the Contract and indefinitely after its expiry or termination.

### **14 CONFIDENTIAL INFORMATION AND PUBLICITY**

14.1 Except to the extent set out in this clause or where disclosure or publication is expressly permitted elsewhere in the Contract, the Supplier must:

14.1.1 treat all Confidential Information belonging to the Registered Provider as confidential; and

14.1.2 not disclose any Confidential Information belonging to the Registered Provider to any other person without the prior written consent of the Registered Provider, except to such persons and to such extent as may be necessary for the performance of the Supplier's obligations under the Contract.

14.2 Notwithstanding clause 14.1, a Party may disclose Confidential Information which it receives from the other Party:

14.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;

14.2.2 to its auditors or for the purposes of regulatory requirements;

14.2.3 on a confidential basis, to its professional advisers;

## CONTRACT TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

14.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;

14.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Contract provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 14.2.5 shall observe the Supplier's confidentiality obligations under the Contract; and

14.2.6 where the receiving Party is the Registered Provider:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Registered Provider;

(b) to any company to which the Registered Provider transfers or proposes to transfer all or any part of its business;

(c) to the extent that the Registered Provider (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or

(d) in accordance with clause 15 (Freedom of Information).

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Registered Provider under this clause 14 (Confidential Information and Publicity).

14.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Contract is not Confidential Information and the Supplier hereby gives its consent for the Registered Provider to publish this Contract in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Contract agreed from time to time. The Registered Provider may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA.

14.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Contract or any part of the Contract in any way, except with the prior written consent of the Registered Provider.

## **15 FREEDOM OF INFORMATION**

15.1 The Supplier acknowledges that to the extent that the Registered Provider is subject to the requirements of the FOIA and the Environmental Information

## CONTRACT TERMS AND CONDITIONS FOR GOODS AND/OR SERVICES

Regulations the Supplier must assist and cooperate with the Registered Provider to enable the Registered Provider to comply with its Information disclosure obligations.

15.2 The Supplier must (and must ensure that any sub-supplier will):

15.2.1 transfer to the Registered Provider all Requests for Information that it receives as soon as practicable and, within two Working Days of receiving a Request for Information;

15.2.2 where requested by the Registered Provider, provide the Registered Provider with a copy of all Information in its possession or power in the form that the Registered Provider requires within five (5) Working Days (or such other period as the Registered Provider may specify); and

15.2.3 provide all necessary assistance as reasonably requested by the Registered Provider to enable the Registered Provider to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

15.3 the Registered Provider is responsible for determining in its absolute discretion and notwithstanding any other provision in the Contract or any other agreement whether the Commercially Sensitive Information or any other Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.

15.4 The Supplier must not respond directly to a Request for Information unless expressly authorised to do so by the Registered Provider.

15.5 The Supplier acknowledges that (notwithstanding the provisions of clause 14 (Confidential Information and Publicity) the Registered Provider may be obliged under the FOIA or the Environmental Information Regulations to disclose information concerning the Supplier or the Supply in certain circumstances:

15.5.1 without consulting the Supplier; or

15.5.2 following consultation with the Supplier and having taken its views into account;

provided always that, where clause 15.5.1 applies, the Registered Provider must, in accordance with any recommendations of the Codes of Practice under the FOIA or the Environmental Information Regulations take reasonable steps to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

15.5.3 The Supplier must ensure that all Information is retained for disclosure and shall permit the Registered Provider to inspect such records as requested from time to time.

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15.6 The Registered Provider is not liable for any loss, damage, harm or other detriment suffered by the Supplier arising from the disclosure of any Information falling within the scope of the FOIA or the Environmental Information Regulations.

### **16 INTELLECTUAL PROPERTY RIGHTS**

16.1 All intellectual property rights in any materials provided by the Registered Provider to the Supplier for the purposes of this Contract shall remain the property of the Registered Provider but the Registered Provider hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Contract for the sole purpose of enabling the Supplier to perform its obligations under the Contract.

16.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Contract or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Registered Provider by operation of law, the Registered Provider hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third Party rights).

16.3 The Supplier hereby grants the Registered Provider:

16.3.1 a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Contract and any intellectual property rights arising as a result of the provision of the Services; and

16.3.2 a perpetual, royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:

(a) any intellectual property rights vested in or licensed to the Supplier on the date of the Contract; and

(b) any intellectual property rights created during the Contract Period but which are neither created or developed pursuant to the Contract nor arise as a result of the provision of the Services,

including any modifications to or derivative versions of any such intellectual property rights, which the Registered Provider reasonably requires in order to exercise its rights and take the benefit of the Contract including the Services provided.

16.4 The Supplier shall indemnify, and keep indemnified, the Registered Provider in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Registered Provider as a result of or in connection with any claim made against the Registered Provider for actual or

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alleged infringement of a third Party's intellectual property arising out of, or in connection with, the supply or use of the Services, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff.

### **17 PREMISES AND SECURITY**

17.1 The Registered Provider:

17.1.1 is responsible for maintaining the security of the Premises in accordance with its standard security requirements; and

17.1.2 must, on request, provide to the Supplier upon request copies of its written security procedures.

17.2 The Supplier must:

17.2.1 comply with all security requirements of the Registered Provider while on the Premises, and ensure that all Staff comply with such requirements; and

17.2.2 as an enduring obligation throughout the Contract, use the latest versions of anti-virus definitions available from an industry accepted anti-virus software vendor to check for and delete Malicious Software from the BIS Environment.

17.3 Notwithstanding clause 17.2.2 if Malicious Software is found, the Parties shall cooperate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of the Registered Provider Data, assist each other to mitigate any losses and to restore the provision of the Supply to their desired operating efficiency.

17.4 Any cost arising out of the actions of the Parties taken in compliance with clause 17.3 are to be borne by the Parties as follows:

17.4.1 where the Malicious Software originates from the Supplier Software or the Registered Provider Data (whilst the Registered Provider Data was under the control of the Supplier), by the Supplier; and

17.4.2 where the Malicious Software originates from the Registered Provider Software or the Registered Provider Data (whilst the Registered Provider Data was under the control of the Registered Provider), by the Registered Provider.

### **18 FORCE MAJEURE**

18.1 Neither Party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from circumstances beyond the reasonable control of the Party affected. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two (2) months, either Party may terminate the Contract by written notice to the other Party.

## 19 TERMINATION

19.1 The Contract shall take effect on the Commencement Date and shall expire on the Completion Date, unless it is otherwise terminated in accordance with the provisions of the Contract, or otherwise lawfully terminated.

19.2 Either Party shall have the right to terminate the Contract at any time by giving not less than one (1) month written notice to the other Party.

19.3 Without prejudice to any other right or remedy it might have, the Registered Provider may terminate the Contract in whole or in part (and enter upon and expel the Supplier from any premises or site to which he has been given access) by written notice to the Supplier with immediate effect if the Supplier:

19.3.1 (without prejudice to clause 19.3.4), is in material breach of any obligation under the Contract which is not capable of remedy;

19.3.2 repeatedly breaches any of the Terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the Terms of the Contract;

19.3.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within thirty (30) days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

19.3.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;

19.3.5 breaches any of the provisions of clauses 5.3 (Risk, Ownership and Guarantee of Title), 9 (Health and Safety), 11 (Contract Management), 12 (Registered Provider Data), 13 (Data Protection Act Compliance) and 15 (Freedom of Information); or

19.3.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 19.3.5) in consequence of debt in any jurisdiction.

19.4 The Supplier shall notify the Registered Provider as soon as practicable of any change of control as referred to in clause 19.3.3 or any potential such change of control.

19.5 In the event of termination of the Contract or rejection under clause 4.8, the Registered Provider may engage another Supplier to make the Supply and the Supplier shall be liable to pay the Registered Provider as a debt any extra cost that the Registered Provider incurs in so doing in excess of the Contract Price.

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19.6 Save as otherwise expressly provided in the Contract:

19.6.1 termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract prior to termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at such termination or expiry; and

19.6.2 termination of the Contract shall not affect the continuing rights, remedies or obligations of the Registered Provider or the Supplier under clauses 8 (Payment and VAT), 9 (Recovery of Sums Due), 12 (Registered Provider Data), 14 (Confidential Information), 15 (Freedom of Information), 16 (Intellectual Property Rights), 17 (Premises and Security), 19 (Termination), 20 (Indemnity and Insurance), 21 (Bribery Act and Fraud), 27 (Audit) and 30 (Governing Law and Jurisdiction).

19.7 On the termination of the Contract for any reason, the Supplier shall immediately return to the Registered Provider all Confidential Information, Personal Data and IP Materials in its possession or in the possession or under the control of any permitted suppliers or sub-contractors, which was obtained or produced in the course of providing the Supply.

## **20 INDEMNITY, LIABILITY AND INSURANCE**

20.1 Without prejudice to any rights or remedies of the Registered Provider the Supplier shall indemnify the Registered Provider against all matters of any kind arising in contract, tort, statute or otherwise directly or indirectly out of the wrongful act, default, breach of contract or negligence of the Supplier, its sub-suppliers, employees or agents in the course of or in connection with the Contract. Without prejudice to the generality of the foregoing this indemnity shall extend to (and not be limited) in respect of death or injury to persons, damage to property, fraud, fraudulent misrepresentation, prevention of corruption, the infringement of intellectual property rights, health and safety, race relations, data protection, Ombudsman investigations and breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

20.2 Subject always to clause 20.1 the aggregate liability of either Party howsoever arising under this Contract shall not exceed the greater of £100,000 or otherwise shall in no event exceed a sum equal to 125 per cent of the Contract Price in any one claim; and except in the case of claims arising under clauses 16.4 and Error! Reference source not found., in no event shall either Party be liable to the other Party for any:

20.2.1 loss of profits;

20.2.2 loss of business;

20.2.3 loss of revenue;

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20.2.4 loss of or damage to goodwill;

20.2.5 loss of savings (whether anticipated or otherwise); and/or

20.2.6 any indirect, special or consequential loss or damage.

20.3 The Supplier's liability under the indemnity in clauses 13 (Data Protection Act Compliance), 16 (Intellectual Property Rights) and 21 (Bribery Act and Fraud) shall be unlimited.

20.4 The Supplier shall at its own cost take out and maintain the insurances listed at clause 20.5 and any other insurances required by Law with reputable insurers who are authorised by the Financial Service Authority to conduct insurance business or equivalent.

20.5 The required insurances referred to in clause 20.4 are:

20.5.1 public liability insurance with a limit of indemnity of not less than one hundred thousand pounds (£100,000) in relation to any one claim or series of claims arising from the Service;

20.5.2 employer's liability insurance with a limit of indemnity of not less than five million pounds (£5,000,000) in relation to any one claim or series of claims arising from the Service; 20.5.3 [professional indemnity with a limit of cover of not less than [] million pounds (£[]) in relation to any one claim or series of claims arising from the Service];

20.5.4 [products liability insurance with a limit of cover of not less than [] million pounds (£[]) in relation to any one claim or series of claims arising from the Service] collectively the "Insurance Policies".

20.6 The required insurances listed at clause 20.5 and any other insurance required by Law must remain in place for the Contract Period and for a period of six (6) years afterwards to cover its liability to the Registered Provider under the Contract.

20.7 The Supplier 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 Supplier 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 Supplier shall notify the Registered Provider without delay.

## **21 BRIBERY ACT AND FRAUD**

21.1 The Supplier must not:

21.1.1 offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or for showing or refraining from showing favour or disfavour to any person in relation to the Contract; or



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21.1.2 commit acts in respect of the Contract or any other Registered Provider contract in a way which the Registered Provider considers to be an offence under the Bribery Act 2010; or

21.1.3 commit any fraud in connection with this or any other the Registered Provider contract whether alone or in conjunction with the Registered Provider members or employees; or

21.1.4 collude with other companies and/or organisations to distort the prices and terms offered to the Registered Provider.

21.2 If the Supplier or its Staff engages in conduct prohibited by clause 21.1 or commits fraud in relation to the Contract, the Registered Provider may:

21.2.1 terminate the Contract and recover from the Supplier the amount of any loss suffered by the Registered Provider resulting from the termination, including the cost reasonably incurred by the Registered Provider of making other arrangements for the supply of the Goods and any additional expenditure incurred by the Registered Provider throughout the remainder of the Contract; or

21.2.2 recover in full from the Supplier any other loss sustained by the Registered Provider in consequence of any breach of this clause 21 (Bribery Act and Fraud)

21.3 The Supplier shall take all reasonable steps, in accordance with Good Industry Practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Registered Provider immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

## **22 ASSIGNMENT AND SUB-CONTRACTING BY THIRD PARTIES**

22.1 The Supplier shall not without Approval assign, novate, sub-contract or otherwise dispose of the benefit or burden of the whole or any part of the Contract..

22.2 In the event that the Supplier enters into any sub-contract in connection with this Contract it shall:

22.2.1 remain responsible to the Registered Provider for the performance of its obligations under this Contract notwithstanding the appointment of any Sub-Contractor and be responsible for the acts omissions and neglects of its Sub-Contractors;

22.2.2 impose obligations on its Sub-Contractor in the same terms as those imposed on it pursuant to this Contract and shall procure that the Sub-Contractor complies with such terms; and

22.2.3 on request send copies of each sub-contract, to the Registered Provider as soon as is reasonably practicable.

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22.3 The Registered Provider may assign, novate, or otherwise dispose of the benefit or burden of the whole or any part of the Contract without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Contract.

22.4 This Contract is enforceable by the original Parties to it, by their successors in title and permitted assignees. Any rights of any person to enforce the terms of this Contract pursuant to The Contracts (Rights of Third Parties) Act 1999 are excluded.

### **23 NOTICES**

23.1 Any notice about the Contract may be sent by hand or by ordinary, registered or recorded delivery post or transmitted by facsimile transmission or other means of telecommunications resulting in the receipt of written communication in permanent form and if so sent or transmitted to the address of the Party shown on the Contract, or to such other address as the Party has notified to the other, shall be deemed effectively given on the day when in the ordinary course of the means of transmission it would be first be received by the addressee in normal business hours.

### **24 DISCRIMINATION**

24.1 The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Sex Discrimination Act 1975, the Race Relations Act 1976, the Equal Pay Act 1970, the Disability Discrimination Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Employment Equality (Age) Regulations 2006, the Equality Act 2006, all as amended or replaced by the Equality Act 2010 (when in force) and the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

24.2 The Supplier shall take all reasonable steps to secure the observance of clause 24.1 by all Staff.

24.3 The Supplier shall notify the Registered Provider immediately in writing as soon as it becomes aware of any legal proceedings threatened or issued against it by its Staff on the grounds of discrimination arising in connection with the provision of the Services under this Contract.

### **25 SEVERABILITY AND CONFLICT**

25.1 If any provision of the Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions of the Contract shall continue in full force and effect.

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25.2 In the event of, and only to the extent of, any conflict between the Contract Documents the conflict shall be resolved in accordance with the following order of precedence:

25.2.1 The Specification

25.2.2 The Terms

25.2.3 The Schedules;

25.2.4 The RFQ

25.2.5 The Purchase Order

### **26 CONFIRMATION**

26.1 The Supplier confirms that it has read, understood and agreed the Terms.

### **27 AUDIT**

27.1 The Supplier must:

27.1.1 keep and maintain until six (6) years after the end of the Contract Period, or as long a period as may be agreed between the Parties, full and accurate records of the Contract including the Supply, all expenditure reimbursed by the Registered Provider, and all payments made by the Registered Provider;

27.1.2 on request, afford the Registered Provider such access to those records and processes as may be requested by the Registered Provider in connection with the Contract.

27.2 The Supplier agrees to make available to the Registered Provider, free of charge, whenever requested, copies of audit reports obtained by the Supplier in relation to the Supply.

27.3 The Supplier must permit duly authorised representatives of the Registered Provider to examine the Supplier's records and documents relating to the Contract and to provide such copies and oral or written explanations as may reasonably be required.

### **28 DISPUTE RESOLUTION**

28.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.

28.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 28.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "Mediator") chosen by

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agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.

28.3 If the Parties fail to appoint a Mediator within one (1) month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

### **29 GENERAL**

29.1 No delay or omission by the Registered Provider in exercising any of its rights or remedies under these Terms or under any other applicable and appropriate law on any occasion shall be deemed a waiver of Contract.

29.2 No variation or modification to this Contract is valid unless it is in writing and signed by duly authorised representatives of the Registered Provider and the Supplier.

29.3 The provisions of this Contract are binding on any successors in title of the Parties.

29.4 The Supplier and its Sub-Contractors shall not be or be deemed to be an agent of the Registered Provider and the Supplier and its Sub-Contractors shall not hold itself out as having authority or power to bind the Registered Provider in any way, other than expressly conferred by this Contract.

29.5 Nothing in this Contract shall be construed as creating a partnership within the meaning of the Partnership Act 1890, or as a contract of employment between the Supplier and the Registered Provider.

29.6 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

### **30 GOVERNING LAW AND JURISDICTION**

30.1 The Contract is governed by and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England. The submission to such jurisdiction does not (and must not be construed so as to) limit the right of the Registered Provider to take proceedings against the Supplier in any other court of competent jurisdiction, nor does the taking of proceedings in any other court of competent jurisdiction preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

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**SCHEDULE 1 – SPECIFICATION**

[DETAILS OF THE REGISTERED PROVIDER'S REQUIREMENTS]

CONTRACT TERMS AND CONDITIONS FOR

**SCHEDULE 2 – CONTRACT PRICE**

**1.CALCULATION OF THE CONTRACT PRICE**

**2.The Contract Price shall be calculated on the basis of the rates and prices set out in this Schedule.**

**3.CHARGES BASED ON A FIXED PRICE**

Service	Monthly cost (£)
[RELEVANT PART OF SERVICES]	[FIGURE TO BE CHARGED]
TOTAL	

**4.CHARGES BASED ON HOURLY RATES**

Hours of service in invoice period

Hourly rate (£)	[Up to 100]
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**5.PAYMENT TRIGGERED BY MEETING MILESTONES**

Workstream	Milestone	Date completion expected	Charge payable on completion (£)

**6.MENU PRICING**

Type of Fixed Cost	Charges (£)
[TYPE OF SERVICE TO BE PROVIDED]	[FIGURE (EXPRESSED AS UNIT COST OR HOURLY RATE) TO BE CHARGED FOR THAT SERVICE]
[TYPE OF SERVICE OR GOODS TO BE PROVIDED]	[FIGURE (EXPRESSED AS UNIT COST OR HOURLY RATE) TO BE CHARGED TO

**7.PAYMENT PLAN**

[DETAILS OFWHENINVOICESWILL BE SUBMITTED BY THE SERVICE PROVIDER AND WHEN THEY WILL BE DUE FOR PAYMENT]

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**SCHEDULE 3 – REQUEST FOR QUOTE [TO BE INSERTED]**