

Short Form Terms & Conditions for Good & Services

1 Interpretation

1.1 Definitions:

"Authority"	means the name of the customer as set out in the Purchase Order
"Authority Materials"	all materials, equipment and tools, drawings, specifications and data supplied by the Authority to the Supplier.
"Business Day"	a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.
"Charges"	the charges payable by the Authority for the supply of the Goods and / or Services by the Supplier, as set out in the Contract Details.
"Conditions"	these terms and conditions set out in clause 1 (Interpretation) to clauses 23 to 31 (inclusive).
"Contract"	the contract between the Authority and the Supplier for the supply of the Services in accordance with these terms, including the Purchase Order.
"Control"	has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.
"Data Protection Law"	means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended, case law, and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a part.
"Deliverables"	all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).
"Delivery Date"	means the date specified by the Authority for delivery of an Order.
"Goods"	the goods (or any part of them), as set out in the Contract Details.
"Group"	in relation to a company, that company, any subsidiary or holding company from time to time of that company, and any subsidiary from time to time of a holding company of that company.
"Intellectual Property Rights" or "IPRs"	patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and

"Mandatory Policies"	rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Purchase Order"	the Authority's mandatory policies for contracts set out in the Contract Details, as amended by notification to the Supplier from time to time.
"Services"	the Authority's order for the Goods submitted by the Authority in accordance with clause 4.
"UK GDPR"	the services, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Contract.
"UK GDPR"	has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

1.2 Interpretation:

1.2.1	A reference to legislation or a legislative provision:
1.2.1.1	is a reference to it as amended, extended or re-enacted from time to time; and
1.2.1.2	shall include all subordinate legislation made from time to time under that legislation or legislative provision.
1.2.2	Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
1.2.3	A reference to writing or written includes email.

2 Commencement and Term

This Contract shall commence on the date set out in the Purchase Order and shall continue until the term set out in the Purchase Order, unless terminated earlier in accordance with its terms.

3 Supply of Services

3.1	Where Services are provided, the Supplier shall provide the Services for the period specified in the Purchase Order and (if applicable) the Specification in accordance with the Authority's requirements as set out in the Purchase Order and (if applicable) the Specification. Timely provision of the Services shall be of the essence of the Contract, including in relation to commencing the provision of the Services.
3.2	In supplying the Services, the Supplier shall:
3.2.1	perform the Services with the highest level of care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
3.2.2	co-operate with the Authority in all matters relating to the Services, and comply with all instructions of the Authority;
3.2.3	appoint or, at the written request of the Authority, replace without delay a manager, who shall have authority to contractually bind the Supplier on all matters relating to the Services. The initial manager shall be the Supplier's Authorised Representative;
3.2.4	warrant that it will only use personnel who are suitably skilled,

3.2.5	qualified and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled and proper performance of the Services;
3.2.5	ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require, and which are necessary to enable it to comply with its obligations in the Contract;
3.2.6	ensure that the Services and Deliverables shall conform in all respects with the service description set out in the Purchase Order and that the Deliverables shall be fit for any purpose that the Authority expressly or impliedly makes known to the Supplier;
3.2.7	provide all equipment, tools, vehicles and other items required to provide the Services;
3.2.8	ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of the best quality and are free from defects in workmanship, installation and design;
3.2.9	comply with:
3.2.9.1	all applicable laws, statutes, regulations, enactments, orders and codes from time to time in force; and
3.2.9.2	the Mandatory Policies.
3.2.10	observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Authority's premises from time to time and are notified to the Supplier;
3.2.11	hold all Authority Materials in safe custody at its own risk, maintain the Authority Materials in good condition until returned to the Authority, and not dispose of or use the Authority Materials other than in accordance with the Authority's written instructions or authorisation;
3.2.12	not do or omit to do anything which may cause the Authority to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business; and
3.2.13	notify the Authority in writing immediately upon the occurrence of a change of control of the Supplier.
3.3	If the Authority informs the Supplier that the Authority considers any part of the Services to be inadequate, without prejudice to Clause 3.5 below, the Supplier shall at its own expense reschedule and perform the work correctly within such reasonable time as may be specified by the Authority.
3.4	Without prejudice to the Authority's other rights and remedies, the Supplier shall reimburse the Authority for all reasonable costs incurred by the Authority which have arisen as a direct consequence of the Supplier's delay in the performance of the Contract.
3.5	In the event that the Authority is of the opinion that there has been a breach by the Supplier of its obligations in respect to the Services, then the Authority may, without prejudice to its other rights herein: (a) make such deduction from the Charges as the Authority shall reasonably determine in respect of such of the Services as the Supplier shall have failed to provide; or (b)

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provide or procure the provision of part of the Services; or (c) terminate the Contract in respect of part of the Services only (whereupon a corresponding reduction in the Charges shall be made) and thereafter itself provide or procure a third party to provide such part of the Services; and/or (d) terminate, in accordance with Clause 13.

4 Supply of Goods and Orders

4.1 Where Goods are provided, the Supplier shall ensure that the Goods (a) correspond with their description and the Specification; (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Authority expressly or by implication, and in this respect the Authority relies on the Supplier's skill and judgement; (c) where they are manufactured goods, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

4.2 The Authority has the right to inspect and test the Goods at any time before delivery. If following any inspection or testing before delivery the Authority considers that the Goods do not conform or are unlikely to comply with the requirements of this clause, the Authority shall inform the Supplier, and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. The Authority shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

4.3 Notwithstanding any inspection or testing pursuant to clause 4.2, the Supplier shall remain fully responsible for the Goods and such inspection or testing shall not reduce or otherwise affect the Supplier's liability or obligations under the Contract.

4.4 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract.

4.5 The Authority may submit Orders for Goods at any time.

4.6 The Authority may amend or cancel an Order in whole or in part at any time before delivery by giving the Supplier written notice.

5 Delivery of Goods and Title to Goods

5.1 The Supplier shall ensure that (a) the Goods are properly packed and secured in such manner as to enable them to reach their destination in the condition required under this Contract; (b) each delivery of Goods is accompanied by a delivery note which shows the order number, the type and quantity of Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the relevant Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and (c) if the Supplier requires the Authority to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

5.2 The Supplier shall deliver the Goods specified in an Order to the Delivery Location(s) set out in the Contract Details or relevant

Order during the Authority's normal business hours, and time of delivery shall be of the essence. If no times and dates are specified, the Goods shall be delivered promptly and at a reasonable time following the Commencement Date of this Contract.

5.3 Except where otherwise provided in an Order and (if applicable) the Specification delivery shall include the unloading, stacking or installation of the Goods by Supplier at such place as the Authority shall reasonably direct.

5.4 Subject to clause 5.3, delivery of the Goods is completed on the completion of unloading of those Goods at the Delivery Location(s)

5.5 Title and risk in the Goods shall pass to the Authority on completion of delivery.

5.6 If Goods are not delivered on the relevant Delivery Date, or do not comply with clause 6.1 then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, the Authority may exercise any one or more of the following remedies:

- a. to terminate the Contract;
- b. to reject the Goods (in whole or in part);
- c. to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- d. to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- e. to recover from the Supplier any costs incurred by the Authority in obtaining substitute goods from a third party; and
- f. to claim damages for any other costs, loss or expenses incurred by the Authority which are in any way attributable to the Supplier's failure to carry out its obligations under the Contract.

5.7 Rejected Goods are returnable at the Supplier's risk and expense. If the Supplier fails to collect rejected Goods within a reasonable period after notification of the rejection, the Authority may charge the Supplier storage costs and sell or dispose of the rejected Goods. The Authority will account to the Supplier for the proceeds of sale (if any) after deducting the purchase price paid for the Goods, storage costs and its reasonable costs and expenses in connection with the sale. This clause shall apply to any repaired or replacement Goods supplied by the Supplier.

5.8 The Authority's rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.

6 General Obligations and Remedies

6.1 A failure by the Authority to comply with the terms of the Contract can only relieve the Supplier from complying with its obligations under the Contract with effect from the date on which the Supplier notifies the Authority in writing and in reasonable detail of the Authority's failure and its effect or anticipated effect on the Services.

6.2 The Supplier shall comply with all reasonable security requirements of the Authority while on the Authority's premises, and shall procure that all of its employees, agents, servants and sub-contractors shall likewise comply with such requirements. The Authority shall provide the Supplier upon request copies of its written security procedures. The Authority reserves the right to refuse to admit to, or to withdraw permission to remain on, any of its premises, the Supplier or any sub-contractor, agent or servant of the Supplier.

6.3 The Supplier must ensure that its staff are made aware of the ability of the Independent Office for Police Conduct ("IOPC") to investigate any matters reported to them under the Independent Police Complaints Director General (Complaints and Misconduct) (Contractors) Regulations 2015 including but not limited to the conduct of the Supplier and their staff.

7 Title to Deliverables and Authority Materials

7.1 Title to any Deliverables that are goods or in any physical media on which Deliverables are stored and title to any goods or materials transferred to the Authority as part of the Services shall pass to the Authority on the earlier of their delivery to the Authority or payment of the Charges for them. The Supplier transfers the Deliverables and all such goods and materials to the Authority free from all liens, charges and encumbrances.

7.2 All Authority Materials are the exclusive property of the Authority.

8 Data Protection

8.1 The Supplier shall comply in all respects with Data Protection Legislation and will indemnify the Authority against all actions, costs, claims proceedings or demands that may be brought or made against the Authority under the Act which arises from the improper use, disclosure or transfer of personal data by the Supplier.

8.2 If required by the Contract Details, the parties shall comply with any further data protection obligations set out in the Contract.

8.3 The Supplier shall enter into data sharing agreements as required by the Authority from time to time including entering into data sharing agreements with the Chief Constable of Warwickshire Police as required.

9 Intellectual Property

9.1 Unless otherwise specified in the Contract Details:

9.1.1 the Supplier and its licensors shall retain ownership of any Intellectual Property Rights in any specifications, instructions, plans, drawings, patents, patterns, models, designs or other material prepared by or for the Supplier for use, or intended use, in relation to the performance of the Contract;

9.1.2 The Authority and its licensors shall retain ownership of all Intellectual Property Rights in the Authority Materials;

9.1.3 The Supplier grants the Authority, or shall procure the direct grant to the Authority of, a fully paid-up, worldwide, non-exclusive, royalty-free, licence to copy and modify the Intellectual Property Rights referred to in clause 10.1 for the purpose of receiving and using the Services during the term of the Contract and for the

- duration of any exit assistance services provided under clause 14.1.2; and
- 9.2 The Authority may sub-license the rights granted in clause 9.1.2 to any the Authority's Group and its Authorities.
- 9.3 The Authority grants the Supplier a fully paid-up, non-exclusive, royalty-free, non-transferable licence to copy and modify the Authority Materials for the term of the Contract for the purpose of providing the Services to the Authority in accordance with the Contract.
- 9.4 The Supplier shall indemnify the Authority against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other professional costs and expenses) suffered or incurred by the Authority arising out of or in connection with any claim brought against the Authority for actual or alleged infringement of a third party's rights (including any Intellectual Property Rights) arising out of, or in connection with, the receipt, use or onward supply of the Services by the Authority and its licensees and sub-licensees. This clause 9.4 shall survive termination of the Contract.
- 10 Charges and Payment**
- 10.1 In consideration for the provision of the Services, the Authority shall pay the Supplier the Charges in accordance with this clause 10.
- 10.2 All amounts payable by the Authority exclude amounts in respect of value added tax (VAT) which the Authority shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
- 10.3 The Supplier shall submit invoices for the Charges plus VAT if applicable to the Authority in accordance with the payment profile set out in the Contract Details. Each invoice shall include all supporting information reasonably required by the Authority.
- 10.4 The Authority shall pay each invoice which is properly due and submitted to it by the Supplier, within 30 days of receipt, to a bank account nominated in writing by the Supplier.
- 10.5 If the Authority fails to make any payment due to the Supplier under the Contract by the due date for payment, then, without limiting the Supplier's remedies under clause 13 (Termination), the Authority shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue each day at 2% a year above the Bank of England's base rate from time to time, including 2% a year for any period when that base rate is below 0%.
- 10.6 The Authority may at any time, without notice to the Supplier, set off any liability of the Supplier to the Authority against any liability of the Authority to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Authority may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Authority of its rights under this clause

- shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
- 11 Limitation of liability and indemnities**
- 11.1 References to liability in this clause 11 include every kind of liability arising under or in connection with this Contract including but not limited to liability in contract, tort (including negligence), misrepresentation, restitution or otherwise.
- 11.2 Neither party may benefit from the limitations and exclusions set out in this clause in respect of any liability arising from its deliberate default.
- 11.3 Nothing in the Contract shall limit the Supplier's liability under the relevant clauses referred to in the Contract Details.
- 11.4 Nothing in the Contract limits any liability which cannot legally be limited, including but not limited to liability for:
- 11.4.1 death or personal injury caused by negligence
- 11.4.2 fraud or fraudulent misrepresentation; and
- 11.4.3 breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession).
- 11.5 Subject to clause 11.2 (No limitation in respect of deliberate default), clause 11.3 (Liability under identified clauses) and clause 11.4 (Liabilities which cannot legally be limited):
- 11.5.1 the Supplier's total liability to the Authority is as set out in the Contract Details.
- 11.5.2 the Authority's total liability to the Supplier is as set out in the Contract Details.
- 11.6 Subject to clause 11.2 (No limitation in respect of deliberate default), clause 11.3 (Liability under identified clauses) and clause 11.4 (Liabilities which cannot legally be limited), clause 11.6.2 identifies the kinds of loss that are not excluded. Subject to that, clause 11.6.1 excludes specified types of loss.
- 11.6.1 Types of loss wholly excluded:
- a) Loss of profits.
- b) Loss of sales or business.
- c) Loss of agreements or contracts.
- d) Loss of anticipated savings.
- e) Loss of use or corruption of software, data or information.
- f) Loss of or damage to goodwill.
- g) Indirect or consequential loss.
- 11.6.2 Types of loss and specific losses not excluded:
- a) Sums paid by the Authority to the Supplier pursuant to the Contract, in respect of Services not provided in accordance with the Contract.
- b) Wasted expenditure; and
- c) Additional costs of procuring and implementing replacements for, or alternatives to, Services not provided in accordance with the Contract. These include consultancy costs,

- additional costs of management time and other personnel costs, and costs of equipment and materials.
- 11.6.3 The Supplier shall indemnify and keep indemnified the Authority against injury (including death) to any persons or loss of or damage to any property which may arise out of the act default or negligence of the Supplier, any sub-contractor or their respective employees or agents, and against all claims demands proceedings damages costs charges and expenses whatsoever in respect thereof or in relation thereto arising from the provision of the Goods and/or Services.
- 12 Insurance**
- During the term of the Contract, the Supplier shall maintain in force, with a reputable insurance company the insurances required in the Contract Details and shall produce to the Authority on request both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance to evidence that the insurances are in force.
- 13 Termination and consequences of termination**
- 13.1 Notwithstanding any other provision of this Contract, the Authority may terminate this Contract by giving 30 days written notice to the Supplier.
- 13.2 Without affecting any other right or remedy available to it, the Authority may terminate all or part of the Contract with immediate effect by giving written notice to the Supplier if:
- 13.2.1 there is a change of control of the Supplier; or
- 13.2.2 the Supplier's financial position deteriorates to such an extent that in the Authority's reasonable opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- 13.2.3 the Supplier commits a breach of clause 3.2.9.
- 13.3 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
- 13.3.1 the other party commits a material breach of any term of the Contract which breach is a fundamental breach of the contract, is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;
- 13.3.2 the Supplier is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), applying to court for or obtaining a moratorium under Part A1 of the Insolvency Act 1986, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or
- 13.3.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its

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- business.
- 13.4 The Authority may terminate this Contract forthwith by notice if:
- 13.4.1 in the reasonable opinion of the Authority, the Contract has been subject to a substantial modification which would have required a new procurement procedure;
- 13.4.2 the Supplier has, since the award of the Contract become an excluded supplier or excludable supplier (including by reference to an associated person); or
- 13.4.3 a supplier (other than an associated person) to which the Supplier is sub-contracting the performance of all or part of the public contract is an excluded or excludable supplier.
- 13.4.4 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.
- 13.4.5 Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 13.4.6 Except for clause 13.1, where the Authority terminates all or part of the Contract under this clause 13, and makes other arrangements for the provision of Goods and/or Services, the Authority shall be entitled to recover from the Supplier the cost of making those other arrangements and any additional expenditure incurred by the Authority throughout the remainder of the contract period, and no further payments shall be payable by the Authority to the Supplier until the Authority has established the final cost of making those other arrangements.
- 14 Exit arrangements**
- 14.1 On termination of the Contract for whatever reason:
- 14.1.1 the Supplier shall immediately deliver to the Authority all Goods which have been paid for by the Authority, Deliverables whether or not then complete, and return all Authority Materials. If the Supplier fails to do so, then the Authority may enter the Supplier's premises and take possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and
- 14.1.2 the Supplier shall, if requested by the Authority, provide all assistance reasonably required by the Authority to facilitate the smooth transition of the Goods / Services to the Authority or any replacement supplier appointed by it.
- 15 Vetting Procedures**
- 15.1 The Supplier shall ensure that any staff working on this Contract with unsupervised access to Force systems, data or premises are vetted to the relevant Non-Police Personnel Vetting (NPPV).
- 15.2 The Supplier shall comply with the requirements of Authority's Vetting Policy with regard to NPPV as may be varied from time to time. No employee (including agents and/or sub-contractors) will be permitted unsupervised entry the Authority's premises without the appropriate vetting clearance.
- 15.3 The Supplier shall complete the authentication procedure in respect of all staff employed or engaged in the execution of the Contract (including those employed or engaged by its agents and sub-contractors in the execution of the Contract) prior to NPPV being initiated. The Supplier shall arrange for the completion and subsequent review of forms required to facilitate NPPV enquiries.
- 15.4 The Authority shall not be liable for vetting costs incurred by the Supplier.
- 15.5 Information identified about the Supplier's employees (including agents and/or sub-contractors), and/or their associates, during the vetting process cannot be shared with the Supplier.
- 15.6 Vetting clearances are reviewed periodically but can be reviewed at an earlier stage if information comes to light and/or there is a material change in an individual's personal circumstances.
- 15.7 Changes may impact on individuals' suitability to hold clearance. Consequently, the Authority's vetting team must be informed, in writing, of any changes in respect of an applicant's personal circumstances. Such changes include, but are not limited to, spouse/partner, address(es) and/or criminal convictions. Failure to comply may result in vetting clearance being withdrawn.
- 15.8 The Authority reserves the right to reject any of the Supplier's staff (including agents and/or sub-contractors) without giving any reason or explanation. They also reserve the right to remove vetting clearance and/or withdraw permission to remain on their premises from any of the Supplier's staff (including agents and/or sub-contractors) at any time during the lifetime of the Contract without giving any reason or explanation.
- 15.9 The decision by the Authority as to whether any person is not to become involved in or is to be removed from involvement in the performance of this contract and as to whether the Supplier has furnished the information, or taken steps required, shall be final and conclusive.
- 15.10 If the Authority gives the Supplier notice that any person is not to become involved in, or is to be removed from involvement in, the performance of this Contract, the Supplier shall take all reasonable steps to comply with such notice and if required by the Authority the Supplier shall replace any person removed with another suitably qualified person and ensure that all equipment, keys, swipe cards, passes and other items provided for the purpose of performing their role issued to the person removed is surrendered.
- 15.11 The Authority shall in no circumstances be liable to either the Supplier or the employee or any other person in respect of any liability, loss or damage occasioned by such refusal or removal and the Supplier shall indemnify the Authority against any claim made by such employees, agents or sub-contractors (and their staff).
- 15.12 The Supplier's staff (including agents and/or sub-contractors) 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 place from time to time for the conduct of personnel when at/outside those premises or establishments.
- 15.13 If and when directed by the Authority the Supplier shall secure that any person employed or engaged by the Supplier (including agents and/or sub-contractors) who is specified, or is one of a class of persons who may be so specified, shall sign a statement that they understand the Official Secrets Act 1911 to 1989 applies to them both during the term of and after expiry or termination of this contract.
- 15.14 If and when instructed by the Authority the Supplier shall provide a list of names and addresses of all persons who are or who may be at any time involved in the performance of this contract, or any part of this contract, specifying the capacities in which they are so concerned and giving such other particulars and evidence of identity and other supporting evidence as the Authority may reasonably require.
- 15.15 The Supplier must notify the Authority immediately where they are aware or become aware of any breach to the Authority's security measures.
- 15.16 If the Supplier fails to comply with the provisions of this clause the Authority (whose decision shall be final and conclusive) may decide that such failure is prejudicial to their interests and if the Supplier does not comply within a reasonable time of written notice the Contract may be terminated provided always that such termination shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the Authority.
- 16 Force Majeure**
- 16.1 Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for ninety (90) days the party not affected may terminate the Contract by giving at least fourteen (14) days' written notice to the affected party. The party suffering the event of force majeure shall take all reasonable steps to mitigate such delay or failure.
- 17 Anti-Bribery and Corruption**
- 17.1 The Authority may terminate the Contract and recover from the Supplier the amount of any loss resulting from the termination if at any time it becomes known to the Authority that the Supplier or any person employed by the Supplier or acting on his behalf whether with or without the knowledge of the Supplier has:
- 17.1.1 Offered, given or agreed to give any inducement or reward to any person or body in relation to the obtaining or execution of this Contract or any other contract with the Authority;
- 17.1.2 Favoured or discriminated against any person in relation to this Contract or any other contract with the Authority;
- 17.1.3 Committed an offence in relation to any contract with the Authority under the Bribery Act 2010;
- 17.1.4 Communicated to any person other than the Authority the details of the Supplier's proposed tender (other than in confidence in order to obtain quotations necessary for the preparation of the Supplier's tender);

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<p>17.1.5 Entered into any agreement or arrangement with any person or body that he shall refrain from tendering or as to the amount of any proposed tender.</p> <p>18 Modern Slavery</p> <p>18.1 The Supplier shall comply with the Modern Slavery Act 2015 and where applicable implement a due diligence procedure for its own suppliers, subcontractors and other participants in its supply chain to ensure that there is no slavery or human trafficking in its supply chain.</p> <p>19 Equality in Contracting</p> <p>19.1 The Supplier shall comply with all current legislation relating to non- discrimination and equality in employment (including but not limited to the Equality Act 2010).</p> <p>19.2 Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted in connection with any matter relating to the Supplier being in contravention of any equalities legislation, the Supplier shall, free of charge:</p> <p>19.2.1.1 Provide to the Authority any information requested by it within the prescribed timescale;</p> <p>19.2.1.2 Attend any meetings as required and permit any servants employees' agents or sub-contractors to attend the same;</p> <p>19.2.1.3 Promptly allow access to and investigation of any documents or data deemed to be relevant;</p> <p>19.2.1.4 Allow any servants employees agents or sub-contractors to appear as witnesses in any ensuing proceedings; and</p> <p>19.2.2 Cooperate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation</p> <p>19.2.3 Where any investigation is conducted or proceedings are brought under equalities legislation which arise directly or indirectly out of any act or omission of the Supplier, its servants employees agents or sub-contractors, and where there is a finding against the Supplier in such investigation or proceedings, the Supplier shall indemnify the Authority with respect to all costs charges and expenses (including legal and administrative expenses) arising out of or in connection with any related loss the Authority may suffer including the payment of costs, expenses or compensation to any third party.</p> <p>19.2.4 The Authority may cancel this Contract, and any other contracts entered into with the Supplier or discount the Supplier from any ongoing procurement process involving the Authority if at any time the Supplier is found to be in contravention of any equalities legislation.</p> <p>20 Subcontracting</p> <p>20.1 The Supplier may not subcontract any or all of its rights or obligations under the Contract without the prior written consent of the Authority. If the Authority consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.</p>	<p>21</p> <p>21.1</p> <p>21.2</p> <p>21.2.1</p> <p>21.2.2</p> <p>21.3</p> <p>21.4</p> <p>21.5</p> <p>22</p> <p>22.1</p> <p>22.2</p> <p>22.3</p> <p>22.4</p>	<p>Confidentiality and Information Sharing</p> <p>Each party undertakes that it shall not disclose to any person any confidential information concerning the business, affairs, Authority, clients or suppliers of the other party except as permitted by clause 21.2.</p> <p>Each party may disclose the other party's confidential information:</p> <p>to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of carrying out the party's obligations under the Contract. Each party shall ensure that its employees, officers, representatives, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 21; and</p> <p>as may be required by law, regulation, a court of competent jurisdiction or any governmental or regulatory authority.</p> <p>Subject to clause 21.4, neither party shall use the other party's confidential information for any purpose other than to perform its obligations under the Contract.</p> <p>The Supplier acknowledges that the Authority may be required by law or regulation to publish details of the existence of this Contract and the performance under the Contract, and that in doing so, shall not breach any confidentiality obligations under this Contract.</p> <p>When required to do so by the Authority, the Supplier shall assist the Authority at no additional charge in meeting its obligations under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004 or any statutory modification or re-enactment thereof of any related guidelines or codes of practice.</p> <p>Transfer of Undertakings and Protection of Employment Regulations 2006</p> <p>The attention of the Supplier is drawn to the Transfer of Undertaking (Protection of Employment) Regulations 2006 (TUPE). In some cases where services awarded to a contractor are subsequently awarded or assigned to a new contractor, such a transfer of work may constitute a 'service provision change' for the purposes of TUPE.</p> <p>TUPE provides that where there is a service provision change, the new employer takes over any employment liabilities and the responsibility for the contracts of employment of the employees, who then transfer on their previous terms and conditions of service.</p> <p>Where the Supplier may be a transferee for the purposes of TUPE, the Supplier should seek independent legal advice as to whether TUPE will be likely to apply to the Contract. In such cases, the Authority may be neither the transferee nor transferor for the purposes of TUPE, the application of TUPE is a matter for outgoing and incoming employers to clarify with their legal advisers.</p> <p>The Authority and the Supplier acknowledge and agree that the return or transfer of all of the Service to the Authority and/or to a</p>	<p>successor supplier following termination (in whole or in part) of this Contract (including termination by effluxion of time on the Contract expiry date) may give rise to a transfer under TUPE.</p> <p>22.5 At any time during the period of 12 months preceding the Contract expiry date or at any other time after the Authority has given notice to terminate this Contract, the Supplier shall and in the case of Supplier's employees employed by a sub-contractor shall use reasonable endeavours to procure that such sub- contractor shall subject to any restrictions imposed by law including the Data Protection Legislation:</p> <p>22.5.1 fully and accurately disclose to the Authority within 10 working days of a written request from the Authority a list of exit transferring employees together with any workforce related information requested by the Authority, including the employees' terms and conditions which apply to the exit transferring employees ("all of which is collectively termed "the Exit Information") and shall permit the Authority to supply the Exit Information to any tenderer for the Service, and the Supplier:</p> <p>a) warrants that the Exit Information provided under clause 22.5.1 shall be true, complete and accurate in all material respects; and</p> <p>b) shall supply the Exit Information in Microsoft Word Excel format or other format approved by the Authority.</p> <p>22.6 The Supplier shall (and shall use reasonable endeavours to procure that any of its sub- contractors shall) co-operate in the orderly transfer of employment of the exit transferring employees if and to the extent reasonably requested by the Authority, including without limitation complying with the obligations under TUPE, all reasonable instructions from the Authority with regard to arrangements connected with the termination or partial termination of this Contract and taking all reasonable steps to mitigate any costs which the Authority and/or any successor supplier and/or any of their sub-contractors may incur as a result of termination or partial termination of this Contract.</p> <p>22.7 During the 12 months preceding the Contract expiry date or at any other time after the Authority has given notice to terminate the Contract the Supplier shall not and shall use reasonable endeavours to procure that any of its sub-contractors shall not:</p> <p>22.7.1 materially amend or promise so to amend the rates of remuneration of or hours to be worked by or otherwise materially vary employees' terms and conditions (including such terms and conditions which apply to entitlement of membership of, contributions to, or pension accrual under, any statutory, occupational or personal pension scheme) where those employees are or will be engaged wholly or partially in providing the Services; or</p> <p>22.7.2 materially increase the number of employees performing the Services and/or redeploy away from the Services any of the employees engaged wholly or mainly in providing the Services and/or recruit any of employees for employment in connection with, or otherwise assign any additional employees to, the provision of the Services under the Contract (where they were not previously engaged wholly or mainly in providing the Services)</p> <p>22.8 without the prior written agreement of the Authority, not to be</p>
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- unreasonably withheld or delayed.
- 23 Entire Agreement**
- 23.1 The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.
- 24 Variation**
- 24.1 No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 25 Waiver**
- 25.1 A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
- 25.2 A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
- 26 Severance**
- 26.1 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 26.1 shall not affect the validity and enforceability of the rest of the Contract.
- 27 Notices**
- 27.1 Any notice which is to be given by either party to the other shall be given by letter (sent by hand, post, registered post or by the recorded delivery service), by email (confirmed in either case by letter), to the addresses/numbers/emails set out in the Contract Details. Such notice or communication shall be deemed to have been given a time of delivery if hand delivered, 2 Business Days after the day on which the letter was posted, or four hours, in the case of email or sooner where the other party acknowledges receipt of such letters or item of email. If the email is sent after 4pm, delivery shall be 9am on the next Business Day.
- 27.2 This clause 27 does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 28 Third party rights**
- 28.1 Subject to clause 28.2, no person who is not a party to the Contract shall have any right to enforce any term of the Contract, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both parties.
- 28.2 Without prejudice to the rights and remedies of the Authority, the Chief Constable of Warwickshire Police shall have the benefit of, and be entitled to enforce, this Contract as if it had been a party to the Contract in lieu of the Authority but the Authority and the Supplier may, without prejudice to any accrued rights of the Chief Constable of Warwickshire Police at the relevant time, vary rescind or terminate this Contract or settle or compromise rights under it without the consent of the Chief Constable of Warwickshire Police
- 29 Remedies Cumulative**
- 29.1 Except as otherwise expressly provided by the Contract, all remedies available to either party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 30 Governing law**
- 30.1 The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with, the law of England.
- 31 Jurisdiction**
- 31.1 Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.