TERMS & CONDITIONS FOR PROVISION OF SERVICES UNDER £50K

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1.0	1st August 2014	Michelle Tilston	Solicitor (EMPLS)	
1.1	28th August 2014	Michelle Tilston	Solicitor (EMPLS)	Correct typos and reflect feedback from Graeme Unwin (Procurement)

General Conditions of Contract for the Provision of Services

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1. GENERAL

1.1 In these general conditions:

1.1.1 "Contract" means the Order and the Supplier's acceptance of the Order;

1.1.2 "Customer" means the Chief Constable and/or Police and Crime Commissioner identified in the Order;

1.1.3 "Deliverables" means all documents, products and materials developed by the Supplier or its Personnel as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

1.1.4 "Intellectual Property Rights" means any and all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, semi-conductor topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

1.1.5 "Losses" means losses (including any direct, indirect or consequential losses, loss of profit and loss of reputation), claims, damages, liabilities, fines, interest, penalties, costs, charges, expenses, demands and legal and other professional costs (calculated on a full indemnity basis);

1.1.6 "Order" means the Customer's written instruction, incorporating these Conditions, requesting the Supplier to perform the Services;

1.1.7 "Personnel" means any and all of the Supplier's employees, agents, representatives or sub-contractors;

1.1.8 "Services" means the consultancy, design or other work, agreed in the Contract to be purchased by the Customer from the Supplier (including any part or parts of them);

1.1.9 "Supplier" means the person, firm or company who receives and accepts the Order from the Customer for the supply of the Services.

1.2 In these conditions, references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these conditions, references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these conditions, the headings will not affect the construction of these conditions.

1.5 The Customer shall only be bound by an Order placed by the Customer on the Customer's order form signed by a duly authorised representative of the Customer and subject to these conditions.

1.6 These conditions are the only conditions upon which the Customer is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms and conditions.

1.7 No terms or conditions endorsed upon, delivered with or contained in the Supplier's quotation, acknowledgement or acceptance of order, specification or other document will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and conditions.

1.8 Subject to Condition 1.5, each Order for Services by the Customer to the Supplier shall be deemed to be an offer by the Customer to purchase the Services subject to these conditions and no Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or part accepts the offer.

1.9 The Customer may, without liability and without prejudice to its other rights under these conditions or at law, withdraw any offer or Order for Services at any time prior to any acceptance by the Supplier in accordance with Condition 1.8.

1.10 No variation, cancellation or waiver of these conditions or the Contract shall be valid unless made in writing and signed by a duly authorised representative of the Customer.

1.11 Nothing in the Contract nor in these conditions shall operate so as to create or imply any restriction or prohibition that might prevent the Customer from:

1.11.1 procuring the Services or any of them from third parties or providing them itself; or

1.11.2 dealing with the Supplier's competitors or any other third party which provides services similar to or competing with the Services.

1.12 The Contract does not constitute, establish or imply any partnership, joint venture, agency, employment or fiduciary relationship between the parties. The Supplier shall not have, nor represent that it has, any authority to make or enter into any commitments on the Customer's behalf or otherwise bind the Customer in any way.

1.13 The rights and remedies provided under these conditions are in addition to, and not exclusive of, any rights or remedies provided by law. Any right or remedy expressly included in any provision of these conditions (or the exercise thereof) shall not be considered as limiting the Customer's rights or remedies under any other provision of these conditions (or the exercise thereof).

1.14 If any provision, or part of a provision, of the Contract is found by any court or administrative body of competent jurisdiction to be invalid, illegal or unenforceable (a "void provision") such invalidity, illegality or unenforceability shall not affect the other provisions of the Contract, which shall remain in full force and effect. If a void provision would be valid, legal and enforceable if some part of it were deleted, that void provision shall apply with such modification as may be necessary to make it valid, legal and enforceable and if it cannot be made valid, legal and enforceable it shall be deemed to be deleted.

1.15 No provision of the Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to the Contract.

2. PERFORMANCE, QUALITY AND DEFECTS

2.1 The Supplier warrants (without prejudice to any rights which the Customer may have under the Contract or at law) that:

2.1.1 the Supplier shall provide (at its own expense) all staff, equipment, tools, appliances, materials, items and other facilities necessary for the proper performance by it of the Services;

2.1.2 the Services shall be provided with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade and any specification and/or performance standards specified in the Order;

2.1.3 the Supplier shall (and shall ensure that the Personnel shall) comply with all relevant legislation, regulations, codes of practice, guidance notes and other requirements of any relevant government or governmental agency, safety and security services and guidelines issued by the Customer from time to time (including the Customer's requirements in relation to security and background checks) applicable to the supply of the Services;

2.1.4 the provision of the Services shall not infringe the Intellectual Property Rights of any third party.

2.2 The Supplier shall:

2.2.1 meet any performance dates for the Services specified in the Order or notified to the Supplier by the Customer;

2.2.2 co-operate with the Customer in all matters relating to the Services and comply with all instructions from the Customer;

2.2.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

2.2.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in any Specification and that the Deliverables shall be fit for any purpose held out by the Supplier or made known to the Supplier by the Customer, expressly or by implication;

2.2.5 use the best quality goods, materials, standards, designs and techniques and ensure that the Deliverables and all goods and materials supplied and used in the Services or transferred to the Customer will be free from defects in workmanship, installation and design;

2.2.6 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its operations;

2.2.7 co-operate fully with any other service suppliers appointed by the Customer in connection with the provision of other services at the Customer's premises.

2.3 The Customer's rights under these conditions are in addition to the statutory conditions implied in favour of the Customer by the Supply of Goods and Services Act 1982.

2.4 The Supplier shall, at the reasonable request of the Customer, immediately (and without any compensation being payable by the Customer) remove or replace any of its Personnel from the provision of the Services provided that any replacement is of equivalent status, knowledge and experience as the Personnel removed and is approved by the Customer.

2.5 The Supplier shall at all times have and maintain all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract and shall comply with all applicable laws and regulations in the performance of the Contract.

2.6 The Supplier acknowledges that asbestos may be present in the area in which it may be required to undertake the Services. It is the Supplier's responsibility to establish, prior to commencement of any work, the likelihood of asbestos presence in or around the area of work. In making any assessment, the Supplier should assume that any suspicious substance or material is asbestos. As soon as asbestos is suspected, the Supplier shall immediately cease work and contact Customer's Estates Department.

2.7 The Supplier shall immediately notify the Customer of any:

2.7.1 delay or likely delay in the provision or completion of the Services;

2.7.2 breach or anticipated breach of its obligations in the Contract; and/or

2.7.3 changes in its organisation or method of doing business, which might affect the performance of its duties under the Contract.

2.8 If any of the Services fail to comply with any of the provisions in this Condition 2, the Customer shall have available to it the remedies listed in Condition 9, any one or more of which it may exercise in its entire discretion and whether or not the Customer has already accepted the Services.

2.9 The Supplier shall provide applicable hazard information such as material safety data sheets and shall inform the Customer of all regulations, guidance and significant risk (statutory or otherwise) which the Supplier knows or believes to be associated with the Services and/or any combination of the Services with another product/service.

2.10 In the event of any release or spillage of substances hazardous to the environment, the Supplier will notify the Customer and the appropriate statutory bodies immediately and ensure that all necessary remedial action is taken to protect the environment.

3. CONFIDENTIALITY

3.1 During the term of the Contract and after termination or expiry of the Contract for any reason, neither party shall:

3.1.1 disclose any information concerning or relating to the other party, which a reasonable person would regard as confidential, to any other person other than with the prior written consent of the other party or in accordance with Condition 3.2 or 3.3; or

3.1.2 use any of the other party's confidential information for any purpose other than to perform its obligations and/or exercise its rights under the Contract.

3.2 A party ("Receiving Party") may disclose confidential information belonging to the other party to its employees, agents, representatives, sub-contractors and advisers to the extent that it is necessary to enable the Receiving Party to perform its obligations and/or exercise its rights under the Contract provided that the Receiving Party shall ensure that each recipient:

3.2.1 only uses the information for that purpose;

3.2.2 understands that the information is confidential;

3.2.3 is made aware of and complies with all the obligations of confidentiality set out in the Contract. The Receiving Party shall be responsible for any failure by any of its recipients to observe the obligations of confidentiality in the Contract as though it were a breach committed by the Receiving Party.

3.3 The obligations contained in this Condition 3 shall not apply to any confidential information which:

3.3.1 is at the date of the Order in, or at any time after the date of the Order comes into, the public domain other than through breach of the Contract;

3.3.2 can be shown by the Receiving Party to the reasonable satisfaction of the other party to have been known by, or available (on a basis that did not require it to be maintained as confidential) to the Receiving Party before it was provided to it by the other party;

3.3.3 subsequently comes lawfully into the possession of the Receiving Party from a third party (who has not derived it directly or indirectly from the other party), who is rightfully in possession of such confidential information and who is not bound as to its use or disclosure by an obligation of confidence or secrecy to the other party; or

3.3.4 without prejudice to Condition 4, is required by law, court order or any governmental or regulatory authority, to be disclosed.

3.4 The Supplier shall take all reasonable steps, by display of notices or by other appropriate means, to ensure that all Personnel involved with the supply of the Services have notice that the Official Secrets Acts 1911 to 1989 ("OSA")apply to them and will continue so to apply after the expiry or earlier termination of the Contract. If and when requested by the Customer, the Supplier shall procure from each person identified by the request, a signed statement that he understands that the OSA apply to him both during the carrying out and after expiry or termination of the Contract.

4. FREEDOM OF INFORMATION AND DATA PROTECTION

4.1 The Supplier acknowledges that the Customer is subject to the requirements of the Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and shall assist and co-operate with the Customer (at the Supplier's expense) to enable the Customer to comply with the requirements of the FOIA and EIR, including but not limited to transferring (or procuring the transfer) to the Customer any request for information pursuant to the FOIA or EIR received by the Supplier (or its Personnel) as soon as practicable following receipt and in any event within three days of receipt.

4.2 In no event shall the Supplier respond to a request for information under the FOIA or EIR without the prior written consent of the Customer.

4.3 The Supplier acknowledges that the Customer may be obliged under the FOIA or the EIR to disclose information:

4.3.1 without consulting with the Supplier; or

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

provided always that where Condition 4.3.2 applies the Customer shall, in accordance with the recommendations of the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of a public authorities' functions under Part 1 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

4.4 The Supplier shall ensure that all information (as defined by the FOIA) produced in the course of the Contract or relating to the Contract is retained for disclosure and shall permit the Customer to inspect such records as requested from time to time.

4.5 The Supplier acknowledges that the Customer is subject to certain transparency and disclosure obligations set out in the Elected Local Policing Bodies Specified Information Order 2011 (as amended) ("Transparency Obligations").

4.6 The Supplier gives consent to the Customer to publish the contents of the Contract, information regarding any tender process for the Contract and information regarding any tender under the Contract ("Contract Information") to enable it to comply with its Transparency Obligations.

4.7 The Supplier acknowledges that:

4.7.1 the Customer shall be responsible for determining, at its absolute discretion, whether any information is exempt from disclosure or should be disclosed pursuant to the FOIA, EIR and/or the Transparency Obligations and to what extent it may or shall redact any information disclosed; and

4.7.2 any lists or schedules provided by it outlining confidential information are of an indicative value only and that the Customer may be obliged to disclose confidential information in accordance with Condition 4.3 and/or Condition 4.5.

4.8 The Supplier shall indemnify and keep indemnified the Customer in full and hold it harmless on demand from and against any and all Losses suffered or incurred by the Customer or for which the Customer may become liable arising directly or indirectly out of or in connection with any disclosure of information pursuant to the FOIA, EIR and/or the Transparency Obligations (whether or not pursuant to any decision by the Information Commissioner or any other regulatory body).

4.9 The Supplier shall comply with the Data Protection Act 1998 and any other applicable data protection legislation ("DPA"). Both parties agree to use all reasonable efforts to assist each other to comply with the DPA.

4.10 The provisions of this Condition 4 shall survive termination or expiry of the Contract.

5. PRICE AND PAYMENT

5.1 The price for the Services ("Price") shall be stated in the Order (or, if no price is stated in the Order, the price set out in the Supplier's published price list applicable on the date the Order is deemed accepted under Condition 1.8) and, unless otherwise agreed in writing by the Customer,

shall be exclusive of value added tax (which shall be payable by the Customer subject to receipt of a valid VAT invoice) but inclusive of all other charges.

5.2 Neither variation in the Price nor extra charges will be applicable at any time without express acceptance in writing by a duly authorised representative of the Customer.

5.3 Unless otherwise stated in the Order, the Supplier shall invoice the Customer on completion of the Services or, where the parties have agreed to performance in instalments, following completion of the agreed element of the Services.

5.4 Unless otherwise agreed in writing by the Customer, each invoice shall include the following information:

5.4.1 the purchase order number (if any) of the Order to which it relates or, in the absence of a purchase order number, the name of the Customer's contact who placed the Order;

5.4.2 an invoice number;

5.4.3 a detailed description of the Services;

5.4.4 the location, date or time period of performance of the Services;

5.4.5 the Supplier's VAT number;

5.4.6 the amount due exclusive of VAT, other duty or early settlement discount;

5.4.7 the VAT rate and VAT amount;

5.4.8 the amount of any other duty or early settlement discount;

5.4.9 the amount due inclusive of VAT and any other duty or early settlement discount;

5.4.10 details of the Supplier's BACS details or other method of payment;

5.4.11 the Supplier's contact details;

5.4.12 the date of the invoice,

and shall be supported by such other information as is required by the Customer to verify the accuracy of the invoice.

5.5 Customer shall pay the Price within thirty days from the date of receipt by the Customer of a correctly submitted invoice from the Supplier, or, if later, after acceptance of the Services by the Customer, but time for payment shall not be of the essence of the Contract.

5.6 Without prejudice to any other rights or remedies it may have, the Customer shall be entitled to set off any amount owing at any time from the Supplier to the Customer against any amount payable by the Customer to the Supplier under the Contract.

5.7 Payment for the Services by the Customer shall not be deemed to be a waiver of any rights which the Customer might have against the Supplier to reject the Services or to claim damages in respect of the provision of the Services.

5.8 Interest shall be payable on the late payment of any undisputed invoices for Services accruing on a daily basis from the due date until payment is made in full, both before and after any judgment, at 2% per annum above the Bank of England base rate from time to time.

5.9 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow the Customer to inspect such records at all reasonable times on request.

5.10 The Customer shall be entitled to conduct an audit of the Supplier's operations, facilities and polices to ensure they comply with all quality, health and safety, employment and environmental legislation at any reasonable time at the Supplier's premises or the premises of any of the Supplier's sub-contractors or assignees.

6. DELIVERY

6.1 The date for performance of the Services shall be specified in the Order and/or if no such date is specified then performance shall take place within twenty one days of the date of the Order.

6.2 Time for performance of the Services shall be of the essence of the Contract.

6.3 The Services shall be performed at the location specified in the Order or at such other place of performance as is specified or agreed by the Customer in writing prior to performance of the Services.

6.4 The Supplier shall supply the Customer with any instructions or other information relating to the performance of the Services in a format, medium and at times specified by the Customer.

6.5 Unless otherwise stipulated by the Customer in the Order, performance shall only be accepted by the Customer within its usual office hours.

6.6 The Supplier shall not perform by instalments unless the Customer so agrees in writing, in which case the Contract will be construed as a single contract in respect of each instalment. Nevertheless failure by the Supplier to perform any one instalment shall entitle the Customer at its option to treat the whole Contract as repudiated and to the remedies set out in Condition 9.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 The Supplier warrants that it has full, clear and unencumbered title to any goods that are transferred to the Customer as part of the Services, including the Deliverables or any part of them, and that at the date of delivery of such items it will have full and unrestricted rights to sell and transfer all such items to the Customer.

7.2 Unless otherwise agreed in writing between the parties, all Intellectual Property Rights in any work which is developed in the course of the provision of the Services, including the Deliverables or any part of them, shall be vested with the Customer and the Supplier shall do all things and render all such assistance as may be reasonably required by the Customer in order to assign such rights to the Customer, with full title guarantee and free from all third party rights.

7.3 Any plans, drawings, documents, handbooks, codes of practise, materials, equipment, tools, drawings, specifications or other information provided by the Customer to the Supplier (or its Personnel) pursuant to an Order or the Contract ("Customer Material") and all Intellectual Property Rights in the Customer Material shall at all times remain the property of the Customer (or its licensors) and the Supplier shall not use, reproduce, disseminate, adapt, transmit in any form or by any means such documents or any part thereof or permit the same to be so used, reproduced, disseminated, adapted, transmitted or published other than in the proper performance of its obligations under the Contract.

7.4 The Supplier not be entitled to exercise any lien over any Customer Material in its possession but shall hold all such Customer Material in safe custody at its own risk and shall maintain the Customer Material in good condition until returned to the Customer (which the Supplier shall do immediately following a request to do so from the Customer) and shall not dispose of or use the Customer Material other than in accordance with the Customer's written instructions or authorisation.

7.5 The Supplier hereby grants to the Customer an irrevocable, non-exclusive royalty-free licence to use for any purpose in connection with the Services all the Supplier's Intellectual Property Rights which the Supplier has used or supplied in connection with the Service.

7.6 The Supplier shall obtain waivers of all moral rights in any goods that are transferred to the Customer as part of the Services, including the Deliverables or any part of them, to which any person is now or may at any future time be entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

7.7 The Supplier shall not and shall ensure that its Personnel shall not include in any published material the name, logo or style of the Customer or its Police Force or Police and Crime Commissioner; any Intellectual Property Rights associated therewith; nor any photograph or drawing depicting any officer of the Customer's Police Force without the prior written consent of the Customer.

8. TERMINATION

8.1 The Customer shall have the right at any time without liability and for any reason to terminate the Contract in whole or in part by giving the Supplier not less than one month's written notice, whereupon all work on the Contract shall be discontinued and the Customer shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

8.2 The Customer may, without prejudice to any other rights or remedies it may have including under Condition 8.1, terminate the Contract (in whole or in part) without liability to the Supplier, with immediate effect by notice in writing to the Supplier on or at any time after the occurrence of any of the following events:

8.2.1 a breach by the Supplier of any of its obligations in the Contract which (if the breach is capable of remedy) the Supplier has failed to remedy within 28 calendar days after the receipt of notice in writing from the Customer giving particulars of the breach and the action required of the Supplier to remedy such breach;

8.2.2 the Supplier commits a material or a persistent breach of the Contract;

8.2.3 the Supplier is in the reasonable opinion of the Customer, or is deemed to be, insolvent or unable or (being an individual) is deemed to have no reasonable prospect of being able (or admits its inability) to pay its debts as they fall due or stops or suspends payment of any of its debts or (being a partnership) has any partner to whom any of the foregoing apply;

8.2.4 any of the Supplier's obligations to pay or repay money (whether present or future, actual or contingent, joint or sole) is not paid in full when due or becomes due (or could be declared due) before its stated maturity because of default;

8.2.5 any expropriation, attachment, sequestration, distress, execution, enforcement of security or other legal process is levied, enforced or sued out on or against, or affects, any of the Supplier's assets and is not discharged or stayed within twenty one (21) days;

8.2.6 the Supplier begins negotiations, or enters into, or gives notice of any intention to enter into, any composition or arrangement, with one or more of its creditors in order to reschedule any of its indebtedness because of actual or anticipated financial difficulties including, but not limited to, giving notice of a meeting of creditors for the purpose of considering a proposal for a company voluntary arrangement or (being an individual) an individual voluntary arrangement;

8.2.7 a moratorium is declared, or in any event comes into existence, over any of the Supplier's obligations to pay or repay money;

8.2.8 any petition is presented, application made, resolution proposed, notice of meeting given or other action, proceedings, procedure or step taken together by the Supplier or any third party for, or which may lead to:

(a) the suspension of payments, winding up, dissolution, administration, receivership (whether administrative or otherwise) or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of the Supplier;

(b) the appointment of a liquidator (both provisional and following a winding up), receiver (including a fixed charge receiver), administrative receiver, administrator, nominee supervisor, compulsory manager or other similar officer in respect of the Supplier or any of its assets; or

(c) (where the Supplier is an individual), bankruptcy, an individual voluntary arrangement or debt relief order;

8.2.9 any event similar to any of those set out in Conditions 8.2.3 to 8.2.8 occurs in relation to the Supplier (including in any jurisdiction to which it is subject);

8.2.10 the Supplier suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business;

8.2.11 the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation; or

8.2.12 in the reasonable opinion of the Customer the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy whether as a result of a change in the organisation or control of the Supplier or the financial position of the Supplier . For the purposes of this Condition 8.2.12, "control" means the ability to direct the affairs of another whether by virtue of contract, ownership of shares or otherwise.

8.3 On termination or expiry of the Contract or any part of it for any reason, the Supplier shall immediately deliver to the Customer all Deliverables, whether or not then complete, and return all Customer Materials. If the Supplier fails to do so the Customer may (without limiting any other rights or remedies it may have) enter the Supplier's premises and take possession of them. Until they have been returned or repossessed, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

8.4 The termination or expiry of the Contract for any reason shall not affect the accrued rights, remedies, obligations or liabilities of the Supplier and the Customer existing at termination or on expiry.

8.5 All rights and obligations of the parties shall cease to have effect immediately upon termination or expiry of the Contract except that such of these conditions which expressly or by implication are intended to come into or remain in force on or after the termination or expiry of the Contract shall remain in full force and effect.

9. REMEDIES

9.1 Without prejudice to any other rights or remedies the Customer may have, if any Services are not supplied or performed in accordance with, or the Supplier fails to comply with, any of the provisions of Condition 2 , or if the right to terminate the Contract has arisen under Condition 8.2 or Condition 17.3, the Customer shall (without prejudice to any other rights or remedies it may have) be entitled to any one or more of the following remedies at its discretion, whether or not any part of the Services has been accepted by the Customer:

9.1.1 to terminate the Contract, without liability to the Supplier;

9.1.2 where the Customer has paid in advance for Services that have not been provided (or paid for any Services which the Customer is now rejecting), to have such sums refunded by the Supplier;

9.1.3 at the Customer's option, to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Services and/or to re-perform the Services and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

9.1.4 to refuse to accept any further performance of the Services which the Supplier attempts to make;

9.1.5 to carry out at the Supplier's expense any work necessary to make the Services comply with the Contract;

9.1.6 to claim such Losses as may have been sustained in consequence of the Supplier's breaches of the Contract including any costs reasonably incurred by the Customer in performance of the Services in substitution from another supplier; and

9.1.7 to claim damages for any Losses incurred or to be incurred by the Customer which are in any way attributable to the Supplier's failure.

9.2 The provisions of Condition 9.1 shall extend to and apply in respect of any substituted or remedial services provided by the Supplier.

10. INDEMNITY

10.1 The Supplier shall indemnify and keep indemnified the Customer in full and hold it harmless on demand from and against any and all Losses suffered or incurred by the Customer or for which the Customer may become liable arising directly or indirectly out of or in connection with:

10.1.1 any defective design, workmanship, quality, materials or any other defect in the Services (including any claim made against the Customer for death, personal injury or damage to property arising out of, or in connection with, the Services) to the extent that the defect is attributable to the acts or omissions of the Supplier and/or its Personnel;

10.1.2 any claim made against the Customer in respect of the release of any waste, hazardous substance or other pollutant to the extent that such claim arises out of the act or omission of the Supplier and/or its Personnel;

10.1.3 any claim made against the Customer for any infringement or alleged infringement of any Intellectual Property Rights arising out of, or in connection with the supply, receipt or use of the Services; and

10.1.4 any claim made against the Customer arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier and/or its Personnel.

10.2 This Condition 10 shall survive termination or expiry of the Contract.

11. INSURANCE

11.1 For the duration of the Contract and for a period of six (6) years thereafter, the Supplier shall, at its own expense, have and maintain (and shall ensure that any sub-contractor has and maintains) in force with a reputable insurance company:

11.1.1 professional indemnity insurance to cover the liabilities that may arise under or in connection with the Contract;

11.1.2 employer's liability insurance in line with any legal requirement for the time being in force; and

11.1.3 public liability insurance for an amount and range of cover as the Supplier considers appropriate but not less than £2,000,000 for any one incident unless otherwise agreed by the Customer in writing.

11.2 The Supplier shall ensure that its third party public and products liability insurance contains an indemnity to principals clause under which the Customer shall be indemnified in respect of claims made against the Customer arising from death or bodily injury or third party property damage and for which the insured is legally liable in the provision of the Services or in connection with the Contract.

11.3 The Supplier shall not (and shall ensure that its Personnel shall not) do anything that may void or invalidate any insurance held and shall, on demand, produce evidence to the Customer in the form of certificates, policies and/or cover notes to show the insurances mentioned in Condition 11.1 are properly effected and in force at all times during the Contract.

12. ASSIGNMENT AND SUB-CONTRACTING

12.1 The Customer may assign, or deal in any other manner with, the Contract or any part of it, including sub-contracting any of its obligations under the Contract to any third party or agent.

12.2 The Supplier shall not be entitled to transfer, assign or deal in any other manner with, the Contract or any part of it, without the prior written permission of the Customer. The Supplier shall not be entitled to sub-contract any of its obligations under the Contract (other than that which may be customary in the trade concerned) unless the written consent of the Customer is first obtained.

12.3 If the Supplier enters into a sub-contract (whether or not approved by the Customer) in respect of the performance of any of its obligations of the Contract the Supplier shall not be relieved from its obligations to the Customer in respect of the subject matter of the sub-contract and shall remain responsible to the Customer for the performance of its obligations under the Contract.

13. WAIVER

13.1 A failure by the Customer to exercise, or delay in exercising a right, power or remedy provided to the Customer by the Contract or by law shall not be a waiver of that, or any other, right, power or remedy and shall not (and nor shall any single or partial exercise of any such right, power or remedy) preclude the further exercise of that, or any other, right, power or remedy.

13.2 Any waiver by the Customer of any breach of, or any default under, any provision of the Contract by the Supplier will only be effective if in writing and will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

14. FORCE MAJEURE

14.1 If either party is delayed or prevented in the performance of any of its obligations under the Contract by an event, circumstance or cause beyond its reasonable control which by its nature could not have been foreseen or, if foreseeable, was unavoidable (save any that merely

increases the cost of performing such obligations and excluding any strikes, lock-outs or other industrial disputes involving its own workforce or that of any of its agents or sub-contractors), that party shall not be liable for such delay or non-performance and the time for performance of the affected obligation shall be extended by such period as is reasonable to enable that party, using all reasonable endeavours, to perform that obligation.

14.2 The Customer may, without liability to the Supplier, terminate the Contract (in whole or part) at any time if the Customer's operations are (or could be) in the Customer's opinion affected adversely as a result of the Supplier's inability to perform or delay in the performance of any of the Supplier's obligations under the Contract whether as a result of any event as described in Condition 14.1 or due to any strike, lock-out or other labour disputes.

15. EQUAL OPPORTUNITIES

15.1 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 Equal Pay Acts 1970 and 1983, the Disability and Discrimination Act 1995, the Human Rights Act 1998, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, the Equality Act 2010 or any other relevant legislation relating to discrimination in employment.

15.2 The Supplier shall take all reasonable steps to secure the observance of the provisions of Condition 15.1 by all Personnel engaged in the execution of the Contract.

16. VARIATIONS

16.1 Without prejudice to Conditions 1.10 and 5.2 and subject to the following provisions of this Condition 16, the Customer may at any time require the Supplier to undertake a variation to the Services. A variation pursuant to this Condition 16 is one which will result in additional Services being provided:

16.1.1 which are not included in (or ancillary to) the original Services provided;

16.1.2 which are required other than as a result of any negligent or wrongful act or omission on the part of the Supplier;

16.1.3 which involve additional expense to the Supplier.

16.2 The Supplier shall within 7 days of receipt of the Customer's request for a variation (or such other period as may be agreed by the parties) detail in writing the effect the variation will have on the ability of the Supplier to comply with its obligations in the Contract and what adjustment if any will be required to the Price otherwise payable for the Services. Any adjustment to the Price shall be in accordance with the rates, if any, set out in the Order and shall be such amount as is reasonable in the circumstances.

16.3 The Supplier shall not undertake any variation unless agreed to in writing by the Customer and signed by a duly authorised representative of the Customer.

16.4 All correspondence from the Supplier pursuant to this Condition 16 shall be addressed to the Customer at the address set out in the Order.

17. BRIBERY AND OTHER CORRUPTION

17.1 The Supplier agrees with the Customer that it shall, and that it shall procure that its Personnel and any other person who performs services for the Supplier in relation to the Contract shall:

17.1.1 comply with all applicable laws, statutes, regulations and codes relating to bribery and other corruption ("Anti-Corruption Requirements") including the Bribery Act 2010;

17.1.2 not take or knowingly permit any action to be taken that would or might cause or lead the Customer to be in violation of any Anti-Corruption Requirements;

17.1.3 not bribe or attempt to bribe (which shall include any offer or form of payment, gift or other inducement, reward or advantage, whether of money or anything of value) the Customer or any of the Customer's employees, officers, agents, representatives, affiliates or persons acting on the Customer's behalf; and

17.1.4 at the Customer's request and cost, provide the Customer with any reasonable assistance to enable it to perform any activity required by any relevant government or agency for the purpose of complying with Anti-Corruption Requirements.

17.2 The Supplier represents and warrants to the Customer that neither it nor any person described in Condition 17.1 has bribed or attempted to bribe any person in order to obtain and/or retain any business, or advantage in the conduct of business, for the Customer and nor has it bribed or attempted to bribe any person described in Condition 17.1.3.

17.3 The Supplier agrees that in addition to the Customer's termination rights set out elsewhere in these conditions, the Customer may (without prejudice to any other right available to it) immediately terminate the Contract in the event of any breach of this Condition 17 by the Supplier in which case the Supplier shall not be entitled to any compensation or to any further payments or remuneration.

17.4 The Customer shall not be required to make any payment to the Supplier that might otherwise be due from the Customer in respect of the Contract if the Supplier has breached this Condition 17.

17.5 The Supplier shall indemnify and keep indemnified the Customer in full and hold it harmless on demand from and against any and all Losses suffered or incurred by the Customer or for which the Customer may become liable arising out of or in connection with any breach of this Condition 17, whether or not the Contract has been terminated.

18. RESPONSIBLE PROCUREMENT

18.1 The Supplier shall ensure that the Personnel are paid at least the national minimum wage in accordance with the National Minimum Wage Act 1998.

18.2 The Supplier shall perform its obligations under the Contract in accordance with the spirit and objectives of the Customer's environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

19. COMMUNICATIONS

19.1 Any communication between the parties about the Contract shall be in writing, in English, and delivered personally, sent by pre-paid registered post or recorded delivery to the address shown on the Order or such changed address as shall be notified to the other party in writing.

19.2 Communications shall be deemed to have been received:

19.2.1 if delivered personally, at the time of delivery to the addressee;

19.2.2 if sent by pre-paid registered post or recorded delivery, 48 hours after posting.

20. LAW AND JURISDICTION

20.1 The Contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes and claims) shall be governed by and construed in accordance with the law of England and the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any such matter.