



**POLICE AND CRIME COMMISSONER
FOR THAMES VALLEY STANDARD
TERMS AND CONDITIONS FOR THE
SUPPLY OF GOODS AND OR SERVICES**

**Police and Crime Commissioner of Thames Valley Standard terms and
conditions for the supply of goods and or services**

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The following terms and conditions constitute the agreed arrangement for the supply of all goods and services issued with a Purchase Order, unless separate terms and conditions have been agreed within a formal contract.

1. APPLICATION OF THESE TERMS

- 1.1 The following terms constitute the agreed arrangement for the supply of all goods and services issued with a Purchase Order unless separate contract terms have been agreed within a formal contract.

These Terms and Conditions shall apply and shall prevail over any inconsistent terms or conditions contained, or referred to, in the Contractor's quotation, confirmation of order, or specification, or other document supplied by the Contractor, or implied by trade custom, practice or course of dealing.

- 1.2 Each Purchase Order constitutes an offer by the Authority to purchase the Goods and/or Services subject to these Terms and Conditions. Accordingly, any acceptance of the Purchase Order by the Contractor shall establish a contract for the sale and purchase of the Goods and/or Services on these Terms and Conditions.
- 1.3 The execution and return of the acknowledgement copy of the Purchase Order form by the Contractor, or the Contractor's commencement of Services or delivery of Goods pursuant to the Purchase Order constitutes acceptance of the Purchase Order on these Terms and Conditions by the Contractor.
- 1.4 No addition to, variation of, exclusion or attempted exclusion of the Purchase Order or these Terms and Conditions or any of them shall be binding on the Authority unless in writing and signed by a duly authorised representative of the Authority.

2. DEFINITIONS

In these Terms and Conditions:

- 2.1 "Acceptance" means acceptance of the Goods by the Authority as notified to the Contractor or otherwise deemed to have occurred under the Sale of Goods Act 1979 (as amended) provided that the Goods shall not be deemed accepted unless and until they have been delivered in accordance with all requirements of the Purchase Order and (if applicable) installed or assembled as required by the Purchase Order and made useable as referred to in clause 6.2 and after that the Authority has had a reasonable time to inspect them (and "Accept" and "Accepted" shall be construed accordingly).
- 2.2 "Authority" shall mean the Police and Crime Commissioner for Thames Valley / Chief Constable of Thames Valley Police, any successor organisation responsible for the tendering, award and overall management (including the issue of any variations and modifications to Contract) of the Contract and for the undertaking of any commercial negotiations in connection with the Contract, whose offices are located at Police Headquarters, Oxford Road, Kidlington, Oxfordshire, OX5 2NX.
- 2.3 "Committed Costs" means costs reasonable incurred or committed to by the Contractor in relation to the delivery of Goods or Services prior to their Acceptance or performance (or if earlier prior to the Termination Date), which following any termination the Contractor has mitigated so far as reasonably practicable.
- 2.4 "Contractor" shall mean the person, firm or company responsible for the supply of the Goods and/or Services under the Contract as stated in the Purchase Order.
- 2.5 "Goods" shall mean all the goods identified in the Purchase Order to be purchased by the Authority from the Contractor, and including any labels, instructions or handbooks relating to such goods
- 2.6 "Intellectual Property Rights" shall mean all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain

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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, 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.

- 2.7 “Losses” shall mean all direct, indirect or consequential liabilities (all of which terms include, without limitation, loss of profit, loss of business, depletion of goodwill and similar loss), loss, damages, injury, costs and expenses (including legal and other professional fees and expenses).
- 2.8 “Normal Business Hours” shall mean between 09.00 and 16.00 hrs. Monday to Friday (excluding bank holidays) and “Normal Business Days” shall have a corresponding meaning.
- 2.9 “Premises” shall mean any office, building, or other place where the Contractor is required to deliver the Goods and/or the Services in whole or in part. Such Premises may or may not be owned, occupied or represented by the Authority.
- 2.10 “Price” shall mean the sum (or sums) set out in the Purchase Order payable for the supply of the Goods and/or Services
- 2.11 “Purchase Order” shall mean the Authority’s order to supply the Goods and/or Services, incorporating these Terms and Conditions.
- 2.12 “Services” shall mean all the services identified in the Purchase Order to be purchased by the Authority from the Contractor, including where relevant any instructions or handbooks relating to such services.
- 2.13 “Staff” shall mean the employees, sub-contractors and/or agents used and deployed by the Contractor to supply the Goods and/or Services and to fulfil any other Contract obligations.
- 2.14 “Termination Date” means the end of the day on which any termination notice is given in the case of termination taking place immediately upon notice or the day on which any period of notice of termination expires or otherwise the day on which termination of the Contract takes effect.
- 2.15 “Terms and Conditions” means the terms and conditions set out in this document together with any schedules or annexes attached hereto, which attachments will have the effect as if set out in the main body of this document and shall form part of it. Any reference to these terms and conditions includes such schedules and annexes.
- 2.16 In these Terms and Conditions where the context permits references to:
- 2.16.1 the masculine gender includes the feminine;
 - 2.16.2 the singular includes the plural;
 - 2.16.3 a person includes a firm or corporation;
 - 2.16.4 any enactment order regulation standard or other similar instrument shall be construed as a reference to any subsequent enactment order regulation standard of instrument amending same.

3. ASSIGNMENT, SUBCONTRACTING AND THIRD PARTY RIGHTS

- 3.1 The Contractor shall not assign, novate or (save as set out in clause 3.2) otherwise dispose of any or all of its rights and obligations under the Contract without having applied for and received the Authority’s written approval.

- 3.2 The Contractor shall not sub-contract any part of this Contract without the Authority's prior written consent, which shall not be unreasonably withheld or delayed. The Contractor shall be responsible for all Goods and/or Services supplied by sub- contractors as if such Goods and/or Services had been supplied by the Contractor.
- 3.3 The Authority may, without consent:
- 3.3.1 assign, novate or otherwise dispose of any or all of its rights and obligations under this Contract to any organisation or body to which the powers and duties (or any of them) of the Authority may be transferred (whether by Act of Parliament or otherwise); or
- 3.3.2 assign, novate or otherwise dispose of any or all of its rights and obligations under this Contract to any other body (including but not limited to any private sector body) which substantially performs any of the powers or duties that previously had been performed by the Authority
- and in either case the Contractor shall promptly enter into any reasonable agreements to put the assignment, novation or arrangement into effect.
- 3.4 Any change in the legal status of the Authority such that it ceases to be a contracting Authority shall not affect the validity of the Contract. In such circumstances, the Contract shall bind and inure to the benefit of any successor body to the Authority.
- 3.5 Nothing within this Contract shall confer upon any third party the right or benefit to pursue any term of this Contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

4. PERFORMANCE

- 4.1 The Contractor warrants to the Authority that any Goods supplied under the Contract shall:
- 4.1.1 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purposes held out by the Contractor or made known to the Contractor in writing by the Authority prior to its submission of the Purchase Order;
- 4.1.2 be free from defects in design, material and workmanship;
- 4.1.3 correspond to any specifications set out in the Purchase Order and to any sample provided to and approved by the Authority (but no such approval shall remove the requirement to comply with the Specification);
- 4.1.4 comply with all applicable statutory and legal requirements; and
- 4.1.5 comply with all relevant EU or industry adopted standards and best practice.
- 4.2 The Contractor warrants to the Authority that:
- 4.2.1 the Services will conform with all descriptions and specifications set out in the Purchase Order;
- 4.2.2 the Contractor will carry out the Services with best practice techniques and standards and execute the Contract with the all the care, skill and diligence reasonably expected of a skilled and experienced supplier of services such as the Services;
- 4.2.3 the Services will be provided in accordance with all applicable legislation from time to time in force, and the Contractor will inform the Authority as soon as it becomes aware of any changes in that legislation;
- 4.3 The Contractor will comply with all instructions of the Authority in respect of the performance of the Services or Goods to be delivered and where it believes that any such instruction constitutes a change in requirements of a nature requiring a variation to the Price

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or times of delivery or performance, or is inconsistent with any other requirement of this Contract, the Contractor shall notify the Authority in writing of that (a Change Notice) and await the Authority's written confirmation of the instruction before complying with it. If the Authority confirms its instruction in the absence of any agreement between the parties on the effect of the instruction following receipt of a Change Notice (but not otherwise) the Contractor shall be entitled to a fair and reasonable variation to the Price and extension to any agreed time or times for performance or delivery. The Contractor shall provide its assessment of the effect of an instruction as soon as reasonably practicable as issuing a Change Notice.

- 4.4 The Authority's rights under these Terms and Conditions are in addition to the statutory terms implied in favour of the Authority (so far as not inconsistent with any express terms of this Contract) including (without limitation) those under the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 (as amended).

5. RIGHT OF AUDIT AND INSPECTION

- 5.1 The Authority reserves the right to conduct inspection, auditing and testing of the Goods and/or Services supplied under this Contract, and of the data (financial and non- financial) held by the Contractor, its Staff, agents and sub-contractors, which relates to this Contract, in accordance with the provisions set out below in this Clause 5.
- 5.2 The Authority reserves the right to inspect and test the Goods to be supplied under the Contract during manufacture, processing or storage at the premises of the Contractor, sub-contractor or any third party, and to inspect the premises and facilities used for manufacture, processing or storage. Visits to carry out such inspections and/or tests shall ordinarily take place during Normal Business Hours, unless alternative times are agreed. The Authority shall normally serve a minimum of 24 hours' notice of its visit, but reserves the right to conduct inspection upon no notice, where prevailing circumstances justify this.
- 5.3 The Authority reserves the right to inspect and test the Services without prior notice at any time and at the premises where they are or have been supplied, whether such premises are owned by the Authority, the Contractor, his sub-contractor or any other third party.
- 5.4 The Authority shall have the right to conduct audits of data (financial and non-financial) which relate to the supply of Goods and/or Services through the Contract, which is held by the Contractor, its Staff, agents and sub-contractors during Normal Business Hours.
- 5.5 The Contractor shall ensure that all data relating to the Contract can be readily accessed by the Authority, whether it is in electronic or hard copy format, through electronic means from the Authority's premises or through a visit by its appointed staff, agents or representatives to the Contractor's premises.
- 5.6 The Authority shall normally serve a minimum of 24 hours' notice of its visit to the Contractor's or sub-contractor's premises, but reserves the right to conduct audits upon no notice.
- 5.7 The Contractor shall facilitate any access arrangements on behalf of the Authority to its premises and data and to the premises and data of its Staff, agents and sub-contractors.
- 5.8 The Authority reserves the right to use its own staff and/or any agent or representative of its choice to conduct inspections, audits and testing on its behalf. Where an agent or representative is appointed, the Contractor shall be notified in writing or through a letter of authorisation presented by the agent/representative.
- 5.9 The Authority reserves the right to share information gathered through inspections, audits and testing with organisations of its choice to check accuracy and to carry out benchmarking exercises.

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- 5.10 Where inspection, auditing and testing reveals that the Contractor is failing to fulfil its obligations under the terms of the Contract, the Contractor shall be notified of such default and be required to promptly correct this at no cost to the Authority. Where inspection, auditing and testing reveals that the Contractor is in material breach of contract, the Authority reserves the right to terminate the Contract in accordance with clause 11.1.

6. DELIVERY OF GOODS AND SERVICES

- 6.1 The Contractor shall at its own expense deliver the Goods to the Authority at the Premises specified in the Purchase Order and unless otherwise specified in the Purchase Order the Contractor shall at its own risk unload the Goods and place them in a room or location stipulated by the Authority.
- 6.2 If specified in the Purchase Order, the Contractor shall take all steps required to render the Goods usable, including, but not limited to, installing and/or assembling the Goods.
- 6.3 The Contractor shall ensure that a delivery note shall accompany each Delivery of the Goods. All delivery notes shall be clearly marked with the Authority's order number and the description and quantity of the Goods concerned.
- 6.4 Any other requirements will be identified in the Special Conditions of Contract (where issued) or in the Purchase Order.
- 6.5 Acceptance of Goods of Services, or any other approval or comment by the Authority, shall not affect the Contractor's obligation to deliver the Goods and Services strictly in accordance with the requirements of the Contract.

7. DATE AND TIME OF PERFORMANCE

- 7.1 The Contractor shall deliver the Goods and/or perform the Services on the date or dates set out in the Purchase Order or otherwise agreed in writing. Where no date is specified, delivery of Goods shall, unless agreed otherwise in writing, be within 28 days of the Purchase Order and take place within Normal Business Hours.
- 7.2 Time for delivery of the Goods and/or performance of the Services shall be of the essence.
- 7.3 If the Contractor does not deliver the Goods and/or perform the Services within the specified time, the Authority shall be entitled to terminate the Contract in whole or in part, refuse to accept any subsequent delivery of the Goods or performance of the Services which the Supplier attempts to make; and purchase other goods and/or services of the same or similar description to make good such default, without prejudice to any other remedy for breach of contract. The Authority shall be entitled to recover from the Contractor the excess cost of purchasing from any third party goods and/or services to replace those rejected, not delivered, cancelled or that are defective together with all charges, costs and expenses in relation thereto.

8. ACCEPTANCE AND REJECTION

- 8.1 Any Acceptance of the Goods by the Authority shall be without prejudice to any rights that the Authority may have against the Contractor.
- 8.2 If any of the Goods, or their packaging, and/or the Services do not comply with any of the terms of the Contract, the Authority may (without prejudice to any other right or remedy it may have and irrespective of whether the Goods have been Accepted by the Authority):
- 8.2.1 in the case of Goods, reject those Goods or any part of them and return them to the Contractor at the risk and cost of the Contractor on the basis that a full refund of the Goods so returned shall be paid forthwith by the Contractor;

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- 8.2.2 refuse to accept further deliveries of the Goods or suspend performance of the Services pending resolution of the non-compliance to the Authority's satisfaction, without liability to the Contractor;
- 8.2.3 at the Authority's option, require the Contractor shall take such steps, at the Contractor's costs, as are reasonably required by the Authority to remedy any defect in the Goods and/or Services and carry out any other work necessary to ensure that the terms of the Contract are complied with, or (in the case of Goods) to supply replacement Goods; and

9. PROPERTY AND RISK

- 9.1 The Goods shall become the property of the Authority when they have been delivered to the Authority but shall pass back to the Contractor if the Goods are returned to the Contractor in accordance with this Contract. The Authority is entitled to a reasonable opportunity of examining the goods for the purpose of ascertaining whether they are in conformity with the contract.
- 9.1 Risk in the Goods shall remain with the Contractor until delivery to the Authority (including where relevant off-loading, assembly and/or installation by the Contractor) is complete.
- 9.2 Where goods belonging to the Authority are sent to the Contractor's premises, or the premises of any third party authorised by the Contractor, for overhaul, repair, cleaning or the provision of any other service by the Contractor, such goods shall be at the risk of the Contractor from the time that they are handed over to the Contractor or its authorised agent until such time as they have been returned to the Authority and, if so provided for on the Purchase Order, repositioned, and reconnected to the satisfaction of the Authority. The property in such goods shall at all times remain with the Authority and the Contractor shall clearly mark such goods as belonging to the Authority and keep them separate from all other goods in the Contractor's possession as far as it is reasonable to do so in order to complete the agreed work.

10. LIABILITY, INDEMNITY AND INSURANCE ARRANGEMENTS

- 10.1 The Contractor shall be liable for all and any claims, actions and Losses howsoever caused and arising from or, in connection with, its performance of any of the Contract obligations including, but not limited to, defective workmanship, quality or materials.
- 10.2 The Contractor shall indemnify the Authority against all claims, actions and Losses arising from death and personal injury caused by the Contractor's negligence or breach of contract and any Losses which the Authority may suffer, howsoever arising, from the Contractor's breach of the statutory implied terms as to title.
- 10.3 In order to meet its liabilities under the Contract the Contractor shall take out and maintain suitable insurance cover and shall provide a copy of its insurance policies to the Authority as and when requested.

11. TERMINATION

- 11.1 The Authority shall be entitled to terminate the Contract immediately by notice in writing without liability to the Contractor if:
 - 11.1.1 the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Contract or any other contract with the Authority, or if the like acts shall have been done by any person employed by it or acting on its behalf, whether with or without the knowledge of the Contractor, or if in relation to any contract with the Authority the Contractor or any person employed by it or acting on its behalf, shall have committed any offence under the Bribery Act 2010 or the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward to any officer of the Authority the receipt of which is an offence under Section 117(2) of the Local

Government Act 1972; or

- 11.1.2 the Contractor, being an individual (or, if the Contractor is a firm, any partner in that firm) has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Seller or notice of intention to appoint an administrator is given by the Seller or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Seller or for the granting of an administration order in respect of the Seller, or any proceedings are commenced relating to the insolvency or possible insolvency of the Seller; or
- 11.1.3 in any of the circumstances set out in clause 5.10, clause 7.3 or clause 13.2; or
- 11.1.4 the Contractor commits a material breach of this Contract which is incapable of remedy or is capable of remedy but has failed to cure such breach within 30 days of the Authority's written notice to it of such breach; or
- 11.1.5 it transpires that the Contractor provided false or misleading information which was used by the Authority in its selection of the Contractor and/or of the Goods and/or Services to be supplied under the Contract; or
- 11.1.6 it transpires that the Contractor has been convicted of a criminal offence relating to the conduct of its business or profession, has committed an act of grave misconduct in the course of its business or profession and/or has not fulfilled its obligations relating to the payment of any taxes and/or social security contributions under the laws, or any part, of the United Kingdom
- 11.2 The Authority may terminate the Contract at any time and for whatever reason by giving the Contractor written notice, to take effect automatically at the end of the day specified in the notice such day being not less than 7 days after the day of service of the notice
- (or not less than any longer agreed period of notice, if any, as stated in the Special Conditions of Contract (where issued) or in the Purchase Order, of its intention to terminate under this clause 11.2
- 11.3 Any Declaration of Ineffectiveness or Contract Shortening shall have the same effect (including the operation of the following clause 11.4), as if a notice of termination had been given under the above clause 11.2 and it expired at the time the declaration is required to take effect or the end of the Contract as so ordered to be shortened. The Authority shall have no other liability to the Contractor in respect of any Declaration of Ineffectiveness or Contract Shortening.
- 11.4 Termination of this Contract, however arising (including in consequence of any default by the Authority), shall have the following effect as and from the Termination Date:-
- 11.4.1 termination shall bring to an end any further performance of Services or further delivery or other action in respect of Goods which have not been Accepted before the Termination Date, save as expressly required as a consequence of termination under this clause 11 but shall not affect the continuation of any rights of the Authority under the Contract relevant to it being able to fully and properly enjoy or use any Goods or Services delivered prior to termination and without limiting that general position shall not affect the continuation of:-

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- 11.4.1.1 this clause 11
 - 11.4.1.2 clause 3 (Assignment and Third Party Rights)
 - 11.4.1.3 clause 5 (Right of audit and inspection);
 - 11.4.1.4 clause 9 (property and risk)
 - 11.4.1.5 clause 10 (liability, indemnity and insurance arrangements)
 - 11.4.1.6 clause 13.3 (Indemnity in respect of intellectual property)
 - 11.4.1.7 clauses 16, 17 and 18 (official secrets, confidentiality and publicity)
 - 11.4.1.8 clauses 20 to 26 (dispute resolution and general provisions).
- 11.4.2 termination shall be without prejudice to any other remedy or right in respect of any breach of the Contract prior to termination;
- 11.4.3 If the Contractor supplies any Goods under the Contract, then:
- 11.4.3.1 in respect of any Goods Accepted by the Authority before the Termination Date, the Authority shall pay the Contractor for any such Goods not yet paid for, according to the provisions of clause 12 and within the payment period for such goods as if the Contract had not terminated;
 - 11.4.3.2 in respect of any Goods ordered by the Authority but not dispatched by the Contractor before termination, then the Contractor shall not dispatch such Goods and the Authority shall not be obliged to pay for such Goods;
 - 11.4.3.3 in respect of Goods delivered to the Authority but not Accepted by the Authority at the Termination Date, the Authority shall be obliged to return such Goods to the Contractor at its own cost (unless it would have been entitled to decline to Accept them), and the Authority shall not be obliged to pay the Contractor for such Goods;
 - 11.4.3.4 the Contractor shall provide upon request any further information, documents, advice or assistance as the Authority may reasonably request to enable it to fully and effectively use Goods Accepted prior to the Termination Date or to confirm title to such Goods as vested in the Authority.
 - 11.4.3.5 where any Services are reasonably required to enable the Authority to fully and effectively use Accepted Goods the Contractor will if required by the Authority agree to their provision for such term and on such terms as are agreed or determined to be reasonable.
- 11.4.4 If the Contractor supplies any Services under the Contract, then:
- 11.4.4.1 in respect of any Services properly supplied before the Termination Date, the Authority shall pay for such Services in accordance with clause 12 and in so far as provision for payment up to the date of termination is not covered there or elsewhere in this Contract, the Authority shall pay a fair and reasonable amount for the Services performed up to the Termination Date having regard to the Price and the proportion of the whole of the Services (to which the Price relates) carried out;

- 11.4.4.2 the Contractor shall as soon as reasonably practicable after the Termination Date submit an invoice for any sums it believes due to it following termination and the Authority shall pay the sums due on termination (as agreed or determined) within the Payment Period stated in the Special Conditions of Contract (where issued) or in the Purchase Order;
- 11.4.4.3 the Contractor shall provide upon request any further information, documents, advice or assistance as the Authority may reasonably request to enable it to take full benefit of the Services carried out by the Contractor up to the Termination Date or to enable the Authority or others to effectively and efficiently continue the Services after the Termination Date.
- 11.4.5 The Authority shall only be liable upon termination for payment in respect of Accepted Goods and Services up to the Termination Date in accordance with the above clauses plus any Committed Costs but only in so far as they are within the scope and nature contemplated in and subject to any limit stated in the Special Conditions of Contract (where issued) or in the Purchase Order. The Authority shall have no further liability to the Contractor for any Losses it may suffer as a result of any termination.
- 11.4.6 The Contractor acknowledges and accepts the limitation on liability of the Authority under this Contract as reasonable in the circumstances.

12. PAYMENT AND INVOICES

- 12.1 The Contractor shall submit invoices in respect of Goods and/or Services supplied to the address identified by the Authority in the Purchase Order. Unless otherwise agreed in writing, invoices shall be submitted after the Goods have been delivered and/or the Services have been performed.
- 12.2 Charges quoted by the Contractor and agreed by the Authority shall be deemed to be exclusive of VAT, and VAT at the time of quoting should be set out separately.
- 12.3 All charges levied by the Contractor shall be in accordance with the Price(s) identified and agreed in the Purchase Order.
- 12.4 The Contractor shall provide the Authority with bank account details and an appropriate fax number in order that the Authority may make payment to the Contractor by BACS, with emailed remittance advice.
- 12.5 Subject to the above being adhered to, upon its receipt of:
- 12.5.1 a correctly costed invoice; and
- 12.5.2 (where relevant) acceptance of all of the Goods to which it relates;
- The Authority shall pay each invoice within 30 days. The 30 days shall be counted from the later of the two events identified at clause 12.5.1 and clause 12.5.2. The Authority shall be entitled to withhold or delay payment of any invoice where it disputes the invoice or the Goods and/or Services referred to in it are not in accordance with the Contract.
- 12.6 The Authority shall be entitled, but not obliged, to set off any amounts owed to the Authority by the Contractor against any sums owed to the Contractor by the Authority.
- 12.7 The Authority reserves the right to agree alternative payment methods with the Contractor where it offers a financial advantage to the Authority (e.g. price reductions in recognition of the reduced payment time for using purchase cards, electronic payments or consolidated invoices).
- 12.8 Where the Contractor enters into a sub-contract with a supplier or contractor for the

purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the Receipt of a valid invoice.

13. INTELLECTUAL PROPERTY RIGHTS

13.1 If at any time an allegation of infringement of Intellectual Property Rights is made by a third party in respect of any Goods and/or Services provided to the Authority by the Contractor, or if in the reasonable opinion of the Contractor such an allegation is likely to be made, the Contractor shall at its own expense:

13.1.1 obtain the right for the Authority to continue using such Goods and/or receive the Services; or

13.1.2 modify the Goods and/or Services so as to avoid such infringements, without detracting from their performance;

provided that the above shall be without prejudice to any rights or claims the Authority may have under the Contract or otherwise.

13.2 If the Contractor cannot replace or modify the Goods and/or Services or procure the Authority's right to their continued use, then the Authority shall have the option of terminating the Contract under clause 11.

13.3 The Contractor shall indemnify the Authority against all actions, claims, demands, proceedings and Losses arising from or incurred by reason of any infringement or alleged infringement of any Intellectual Property Right by the use, manufacture, supply or possession of any Goods supplied by the Contractor or by the Authority's use of the Goods and/or receipt of the Services under the Contract, subject to the following:

13.3.1 the Authority shall promptly notify the Contractor in writing of any alleged infringement of which it has notice;

13.3.2 the Authority shall make no admissions without the Contractor's consent, not to be unreasonably withheld or delayed;

13.3.3 the Authority, at the Contractor's request and expense, shall allow the Contractor to conduct and/or settle all negotiations and litigation and give the Contractor all reasonable assistance in so doing. The costs incurred or recovered in such negotiations or litigation shall be paid by and to the Contractor.

13.4 The indemnity contained in clause 13.3 shall survive the termination (for any reason) or expiry of the Contract.

14. COMPLIANCE WITH STATUTORY DUTIES

14.1 The Contractor shall in respect of all persons employed by it (whether in execution of this Contract or otherwise) in every factory, workshop or place situate in the United Kingdom and occupied or used by it for the execution of the Contract comply with the following conditions, namely:

14.1.1 the Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Equality Act 2010 or any statutory modification or re-enactment thereof relating to discrimination in employment;

14.1.2 the Contractor shall have due regard for its legal obligations under the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999 and any amendments thereto. Particular attention is drawn to requirements of the Act relating to safe working practices, use of safety equipment and the conduct of persons employed;

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- 14.1.3 where the Contract requires building related works, the Contractor shall comply with the Construction (Design and Management) Regulations 1994 and, in accordance with the Control of Asbestos at Work Regulations 2002 and any amendments thereto shall refer to the On Site Asbestos Register, before commencing any work, to ascertain the location of any known asbestos material that may affect and actions to be taken if damaged;
- 14.1.4 the Contractor shall comply in all respects with the provisions of the Data Protection Acts 1984 and 1998 and the Electronic Communications Act 2000 and any statutory modification or re-enactment thereof;
- 14.1.5 The Contractor shall comply with its obligations under the General Data Protection Regulations (EU) 2016/679 (GDPR) together with all laws implementing and supplementing the same and any other applicable or equivalent data protection or privacy laws. Each party shall comply with its respective obligations, and may exercise its respective rights and remedies, in accordance with the General Data Protection Regulations (EU) 2016/679 (GDPR).
- 14.1.6 the Contractor shall comply in all respects with the provisions of the Proceeds of Crime Act 2002 and any regulations made there under and any statutory modification or re-enactment thereof;
- 14.1.7 The Contractor shall support the Authority in its compliance with the Freedom of Information Act 2000;
- 14.1.8 The Contractor shall take all reasonable steps to secure the observance of the provisions of this clause 14.1 by all servants, employees or agents of the Contractor and all sub-contractors employed in the execution of the Contract.
- 14.2 The Contractor shall indemnify the Authority against all actions, costs, expenses, claims, proceedings and demands which may be brought against the Authority for breach of any of the above statutory duties which arise from the performance of the Contract.

15. SECURITY OF PERSONNEL

- 15.1 The Contractor shall comply with the requirements of the Authority's policy with regard to vetting and security clearance of all Staff as set out in this clause 15 or as may be varied by the Authority from time to time and notified to the Contractor.
- 15.2 The Contractor shall confirm in advance the identity and eligibility to work of all Staff to be deployed in the execution of the Contract (including those employed by its agents and sub-contractors in the execution of the Contract), and shall supply all such personal details as may be required on behalf of the Authority.
- 15.3 The Contractor shall routinely operate Staff checks, which as a minimum shall include:
Identity check:
- 15.3.1 a visual examination of the following original documents provided by the individual:
- 15.3.1.1 Full 10 year current British or EEA Passport, or
- 15.3.1.2 at least two of the following:
- British driving licence;
 - Full birth certificate (issued within 6 weeks of birth);
 - P45;

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- Proof of residence (e.g. council tax, gas, electricity, water or landline telephone bills); and

15.3.2 a detailed examination of the documents (and photographs) to ensure they are valid, apply to the individual and match (exactly) the information Supplied in the job application; and

15.3.3 provision of a certificate signed by the Contractor to confirm an individual's identity, together with copies of the documents inspected.

Nationality check and eligibility to work (for non-British citizens):

15.3.4 inspection of current passport including a check of the individual's likeness to the photograph and the date of birth; and

15.3.5 inspection of visas and work permits (also ensuring they match the period the Contractor intends to employ them); and

Other checks:

15.3.6 National Insurance Number.

15.3.7 Birth certificate.

15.3.8 References from previous employers and a check to confirm their authenticity.

15.3.9 Qualifications and a check to confirm their authenticity.

15.3.10 Driving Licence to confirm validity.

15.4 The Contractor shall ensure that members of its Staff complete vetting and security clearance questionnaires, including a declaration about previous convictions or cautions, and an acknowledgment that such checks may extend to close family members.

15.5 The Contractor shall support vetting and security clearance reviews and notify the Authority of specified variations in the personal circumstances of Staff including:

15.5.1 change of address;

15.5.2 change of spouse or partner; and

15.5.3 arrest, caution or conviction (including traffic offences, and fixed penalty notices where penalty points are awarded).

15.6 The Contractor shall update Staff information provided to the Authority as and when individual members of Staff are replaced or complemented by others.

15.7 The Contractor shall provide the Authority in writing with all information required by the Policy (as set out above) not less than seven days before the relevant member of Staff is to start work on the Contract. The Authority will review this information and advise the Contractor before the intended start date whether it can consent to the nominated Staff being deployed on the Contract. Such consent should not be unreasonably withheld.

15.8 The Contractor shall ensure that all Staff deployed on the Contract, regardless of location, sign a confidentiality declaration and strictly adhere to the principles established within the Data Protection Act 1998 (or any successor legislation) and the Authority's policy to protect information.

15.9 The Authority reserves the right to reject any of the Contractor's Staff without giving any reason or explanation. The Authority also reserves the right to remove the right of Contract participation from any of the Contractor's Staff at any time during the lifetime of the Contract, without giving any reason or explanation.

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15.10 The Contractor shall ensure that all agents and sub-contractors it deploys in the execution of the Contract shall comply with the requirements of this clause.

16. OFFICIAL SECRETS ACTS AND CONFIDENTIALITY

The Contractor shall, and shall ensure that its Staff shall, abide by the provisions of the Official Secrets Acts 1911 to 1989 or any act amending, replacing or renewing the same.

17. CONFIDENTIALITY

17.1 The Contractor shall treat as confidential all information relating to:

17.1.1 the business and operations of the Authority;

17.1.2 all the terms of the Contract; and

17.1.3 all information relating to third parties obtained through the Contractor's provision of the Goods and/or Services to the Authority

and shall not disclose or use such information except as may be necessary for the proper provision of the Goods and/or Services.

17.2 The Contractor shall ensure that all Staff comply with the confidentiality obligations set out in clause 17.1.

17.3 The provisions of Clause 17.1 and 17.2 shall not apply to:

17.3.1 any information in the public domain otherwise than through any act or default of (or on behalf of) the Contractor and;

17.3.2 disclosure of any information where this is required by law.

17.4 On termination (for any reason) or expiry of the Contract, the Contractor shall, at the Authority's direction, return or destroy and certify the destruction of, all confidential information it obtains as a result of the Contract.

17.5 The Contractor acknowledges that, in responding to requests for information in relation to this Contract which are made under the Freedom of Information Act 2000 or any statutory modification or re-enactment thereof or any related guidelines or codes of practice ("FOIA"), the Authority shall be entitled to provide information in relation to this Contract, save such information which in the Authority's opinion is exempt information as described within any provisions of Part II of the Freedom of Information Act 2000, and where it is in the public interest to maintain the exemption. For the avoidance of doubt, the designation of any information as being "confidential" does not mean that the Authority is under any obligation not to provide that information in response to a request for information under the Freedom of Information Act, nor that the disclosure of such information is a breach of any obligation of confidentiality that the Authority may otherwise have.

17.6 Where the Authority from time to time serves on the Contractor an information notice requiring the Contractor within such time and in such form as is specified in the information notice, to furnish to the Authority such information as the Authority may reasonably require relating to any requests for information in relation to the Contract which are made to the Authority in connection with the FOIA, the Contractor shall assist the Authority promptly, and at no additional charge in meeting such requests to enable the Authority to respond to an information request in accordance with the FOIA.

17.7 The Contractor hereby consents to the Authority providing the Prices of the Goods and/or Services or other details of the Contract to any other police authority solely for the purpose of enabling that authority to evaluate any potential contract which it may enter into with the Contractor.

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18. PUBLICITY

- 18.1 Except with the consent in writing of the Authority, which shall not be unreasonably withheld, the Contractor shall not make any press announcement or publicise the Contract in any way.
- 18.2 The Contractor is not authorised to use or display the Authority's logos or crests unless it has received the express written permission of the Authority.

19. COMPLIANCE WITH AUTHORITY POLICIES

The Contractor shall, and shall procure that all Staff shall, when on the Authority's Premises, comply at all times with Authority policies in force at such Premises and as notified from time to time to the Contractor, including those relating to health, safety and environment.

20. DISPUTE RESOLUTION

- 20.1 If any dispute or difference arises between the Authority and the Contractor in connection with or arising out of the Contract the parties will, within ten Normal Business Days of a request from one party to the other, meet in a good faith effort to resolve the dispute.
- 20.2 If the dispute is not resolved at such meeting, the parties shall, unless otherwise agreed between the parties, attempt to settle it by mediation in accordance with the CEDR Model Mediation Procedure. Unless otherwise agreed between the parties, the mediator will be nominated by CEDR. To initiate the mediation, a party must give notice in writing (an "ADR Notice") to the other party requesting mediation. A copy of the ADR Notice should be sent to CEDR. The mediation will start no later than 20 Normal Business Days after the date of the ADR Notice. If the dispute is not resolved by mediation then clause 20.3 shall apply.
- 20.3 Following the application of clause 20.2 the Authority shall have the option to choose arbitration as a means of resolving the dispute. When arbitration is chosen by the Authority, the dispute shall be referred to a single arbitrator to be agreed between the Authority and the Contractor, or in the event of a failure to agree, an arbitrator appointed by the president for the time being of the Law Society of England and Wales. Any such reference shall be deemed to be a submission for arbitration within the meaning of the Arbitration Act 1996 (unless otherwise specified in the Contract) or any statutory re-enactment or amendment thereof for the time being in force Where the Authority does not choose arbitration the dispute shall be referred to litigation
- 20.4 Nothing in this clause 20 shall prevent either party exercising its right to terminate this Contract or to seek interim, interlocutory or other equitable relief without having first followed the procedure referred to at clauses 20.1 and 20.2 above.

21. GOVERNING LAW AND JURISDICTION

This Contract shall be governed and construed in accordance with the Laws of England. The Parties agree to submit to the exclusive jurisdiction of the English Courts in relation to all matters arising out of or in connection with this Contract.

22. SERVICE OF NOTICES

- 22.1 Any notice required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post or recorded delivery or by commercial courier, to the party required to receive the notice at its address as set out below:
- 22.1.1 the Authority: the address set out in clause 1.2;
- 22.1.2 the Contractor: the address set out in the Purchase Order

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or as otherwise specified by the relevant party by notice in writing to the other party.

22.2 Any notice shall be deemed to have been duly received:

22.2.1 if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Normal Business Day after posting; or

22.2.2 if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.

22.2.3 If e-mailed, on the date and at the time that the delivery receipt is received using an e-mail address provided by either party as an appropriate point of contact.

22.3 The provisions of this clause 22 shall not apply to the service of any proceedings or other documents in any legal action.

23. AGENCY

23.1 The Contractor is not and shall in no circumstances represent itself as being the servant or agent of the Authority, otherwise than in circumstances expressly permitted by these Terms and Conditions and shall ensure that its Staff do not represent themselves likewise;

23.2 The Contractor shall have no authority whatsoever to incur any debt for or on behalf of the Authority other than in the circumstances provided for in the Contract.

24. WAIVER

Failure of the Authority at any time to enforce the provisions of the Contract or to require performance by the Contractor of any of the provisions of the Contract shall not be construed as a waiver of any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Authority to enforce any provision in accordance with its terms.

25. SEVERANCE

If any provision of the Contract shall become or be directed by any Court or competent jurisdiction to be invalid or unenforceable in any way, such invalidity or unenforceability shall in no way impair or affect any other provision, all of which shall remain in full force and effect.

26. ENTIRE AGREEMENT

The Contract sets out the entire agreement and understanding between the parties relating to the matters contemplated within it, and supersedes any previous arrangement relating to the subject matter of this Contract.

Document Ref	Status	Author	Approver	Date
Ts&Cs PCC under £50k	Live	Des Dockerill	R Fowles	25/10/2018
Change recorded	Issue 3 – Contents Table and GDPR Clause added			