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# WEST YORKSHIRE POLICE

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**GENERAL TERMS AND CONDITIONS  
OF CONTRACT  
FOR THE SUPPLY OF GOODS AND SERVICES  
FOR  
WEST YORKSHIRE POLICE FORCE**

# **GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS AND SERVICES FOR WEST YORKSHIRE POLICE FORCE**

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## **1. DEFINITIONS & INTERPRETATION**

- 1.1 'Authorised Officer' means the Chief Constable or such senior representative(s) appointed by West Yorkshire Police (WYP) to act in the name of the Authority for the purposes of administering the Contract.
- 1.2 'Authorised Signatory' means any senior Officer of the Authority or any Participating Authority designated for this purpose.
- 1.3 'Chief Constable' means the Chief Constable of the Authority.
- 1.4 'Contract' means the form of agreement concluded between the Authority and the Contractor, including the Contract Conditions, the Form of Tender and/or Declaration(s) as completed and all specifications, patterns, schedules, samples and other documents which are incorporated or referred to in the Contract.
- 1.5 'Contract Conditions' means the General Conditions and any Special Conditions of Contract.
- 1.6 'Contractor' means the person or firm or company whose Tender or other offer has been accepted by the Authority on behalf of itself and includes the Contractor's employees, servants, agents, personal representatives, successors, permitted assigns and permitted Subcontractors. The term Contractor shall be deemed to include the term 'Tenderer'.
- 1.7 'Contract Period' means the period of the Contract set out in the documents which form the Contract.
- 1.8 'Contract Price' means the sum payable in the Contract for the supply of the Goods and or the execution of the Services.
- 1.9 'Free Issue Materials' means where for the purpose of the Contract any Authority issues certain materials free of charge to the Contractor solely for use in relation to the Contract, but ownership is retained by the Authority.
- 1.10 'General Conditions' means these general terms and conditions of Contract.
- 1.11 'Goods' means all goods, materials or articles that the Contractor is required to supply under the Contract and all parts, components and materials incorporated in them.
- 1.12 The 'Authority' means the West Yorkshire Police Authority or 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.
- 1.13 'Materials' means any material, plant, equipment, vehicles, article or things which are to be used or provided by the Contractor as part of or in connection with the performance of the Services, but excluding Free Issue Materials provided by the Authority.

- 1.14 'Nominated Officer' means the Chief Constable or any senior representative(s) appointed by the Authority for the day to day contract management and dealing with the Contractor.
- 1.15 'Purchase Order' means an official purchase order raised against the Contract by the Authority and issued from any ordering point in the Authority.
- 1.16 'Services' means any service or works to be performed under the Contract whether related to the Goods or otherwise and includes any Materials.
- 1.17 'Special Conditions of Contract' means any special conditions notified in advance to the Contractor by the Authority and incorporated in the Contract.
- 1.18 'Specification' means the description and drawings (if any) of the Goods and/or Services contained or referred to in any Contract or Purchase Order.
- 1.19 'Subcontractor' means any contractor/supplier engaged by the Contractor at any time for the purpose of delivering the goods or services as detailed under this Contract. No Subcontractor shall be utilised without the prior written consent of the Authority under Clause 26.
- 1.20 'Tender' means the tender submitted to the Authority by the Contractor (if any) relating to the Goods and/or the Services.
- 1.21 'the Parties' means the Authority and the Contractor.
- 1.22 'the Premises' means the premises, sites or locations where the Goods are to be delivered and/or at which the Services are to be performed as specified in the Contract which may include the Authority's Premises.
- 1.23 References to any enactment, order, regulation or other similar instrument shall be interpreted as a reference to the enactment, order, regulation or instrument as amended, consolidated, modified, extended, re-enacted or replaced.
- 1.24 In the Contract documents the masculine shall include the feminine and neuter, the singular shall include the plural and vice versa.
- 1.25 References in the Contract to 'Goods and Services' shall include reference to either Goods or Services alone.
- 1.26 Reference in these General Conditions to a clause, condition or paragraph shall mean reference to a clause, condition or paragraph of these General Conditions unless it is stated otherwise.
- 1.27 Headings to Clauses are included for convenience only and shall not alter the interpretation of the Clause.

## **2. INCORPORATION OF GENERAL CONDITIONS AND SPECIAL CONDITIONS INTO THE CONTRACT**

- 2.1 These General Conditions shall be incorporated in the Contract made by the Authority for the purchase of Goods and/or Services. If the General Conditions and any Special Conditions of Contract conflict, then the Special Conditions of Contract shall prevail.
- 2.2 This Contract shall be classed as the entire agreement to the exclusion of all other terms and conditions (including any printed conditions appearing on any acceptance form, delivery form, invoice or other documents received from the Contractor) except by variation as set out in Clause 2.3 below.
- 2.3 The Parties shall not be bound by any change, relaxation of, or addition to the Contract except as agreed in writing by the Authority and the Contractor.

## **3. PURCHASE ORDER AND RECEIPT**

- 3.1 Subject to Clause 3.2 below the Authority shall not be responsible for receiving any Goods and/or Services and the Contractor shall not be entitled to invoice the Authority for the Goods and/or Services unless and until an official Purchase Order has been issued by the Authority or such other confirmation, certificate or declaration as is deemed as appropriate and applicable to the Contract in connection with the performance of the Services and a delivery note or written receipt has been produced by the Contractor signed on behalf of the Authority by its Authorised Signatory. The use of a Purchasing Card shall also be classed as an appropriate mechanism for placing an official order (no charges shall be made by the Contractor for the use of a Purchasing Card by the Authority).
- 3.2 If more Goods are delivered to the Authority than the number ordered the excess Goods delivered will be left with the Authority at the Contractor's risk and the Authority shall not be responsible for payment. If the excess Goods are not collected from the Authority's Premises within four weeks of delivery, the Authority shall be entitled to keep the Goods and will not have to pay for them.

## **4. LABELLING AND PACKAGING**

- 4.1 The Goods shall be packed and marked in a proper manner and in accordance with the Authority's instructions, any statutory requirements and any requirements of the carriers. The Goods shall be marked with the order number, the net, gross and tare weights. The content details shall be clearly marked on each container and all containers of hazardous Goods *and all relevant documents* shall bear prominent and adequate warnings. Without prejudice to the provisions of Clause 18 of these General Conditions, which shall apply to a breach of this condition the Contractor shall for the avoidance of doubt indemnify the Authority in connection with any breach of this General Condition.
- 4.2 All packaging materials will be treated as non-chargeable and non-returnable for credit.

## **5. PASSING OF PROPERTY AND RISK**

- 5.1 The Contractor shall retain ownership of and risk in the Goods until the Authority has accepted the Goods. If the Authority rejects any Goods under Clause 7 of these General Conditions, ownership of and risk in the Goods shall not pass from the Contractor on delivery. The acknowledgement or receipt of delivery of any Goods does not constitute acceptance of their fitness for purpose under the Contract.
- 5.2 When ownership in the Goods is passed to the Authority in accordance with these General Conditions it is without prejudice to any right the Authority may have to reject the Goods at a later date in accordance with these terms and conditions.

## **6. DAMAGE IN TRANSIT**

- 6.1 If any Goods are damaged in transit or fail to be delivered to the Authority the Contractor shall, free of charge and as quickly as possible, either repair or replace the Goods as decided by the Authority, provided that the Authority:
- 6.1.1 give notice to the Contractor that the Goods have been damaged within 30 days of delivery;
- 6.1.2 shall advise the Contractor if the Goods are not delivered within 10 days of the date notified for delivery (as long as the Authority has been told of the date the Goods were despatched).

## **7. REJECTION AND BREACH**

- 7.1 If the Contractor supplies any Goods or uses any Materials which in the opinion of the Authority are inferior or not in line with the Specification or any other obligations under the Contract, or are not of the required quality, the Authority shall be entitled at its discretion, regardless if any part of the Goods have been accepted, to:
- 7.1.1 set aside the Contract or Purchase Order;
- 7.1.2 reject the Goods (all or some only) and return them to the Contractor at the risk and cost of the Contractor on the basis the Contractor shall refund the Authority immediately;
- 7.1.3 give the Contractor the opportunity at his own expense to either remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled by the date as determined in the contract or as agreed with the Authority.
- 7.1.4 refuse to accept any further deliveries of the Goods without any liability to the Contractor being incurred;

- 7.1.5 carry out at the Contractor's expense any work necessary to make the Goods comply with the Contract;
- 7.1.6 purchase all or part of the Goods or similar goods from a third party and in each case claim and be paid by the Contractor such damages including additional expenses as may have been sustained as a result of the Contractor's breaches of the Contract.
- 7.2 The Contractor must remove rejected Goods within 7 days of notice of rejection served by the Authority and if not removed, such Goods may be removed or sold or otherwise disposed of by the Authority. Any expense incurred by the Authority shall be paid to the Authority by the Contractor on demand. The Authority will not be liable in any way for injury to or deterioration or loss of rejected Goods. Payment shall not affect the Authority's rejection rights.
- 7.3 On delivery the Authority reserves the right to mark the Goods immediately. This is carried out for security purposes and the Authority shall not be considered to have accepted the Goods by doing this and the Contractor will not be entitled to raise any subsequent rejection of the Goods on this ground.
- 7.4 If the Contractor shall be in breach of any of his obligations, in particular in breach of Clauses 10, 11 or 12 the Authority shall be entitled to give the Contractor notice in writing immediately to make good the breach.
- 7.5 If the Contractor fails to comply with any notice issued subject to Clause 7.4 above within 7 days of receiving it or such longer period as the Authority may allow in writing knowing the nature of the breach, the Authority shall be entitled immediately to terminate the Contract and either carry it out itself or employ others to carry out the Services not performed by the Contractor at the risk and cost of the Contractor.
- 7.6 On termination of the Contract the Authority shall not be under any obligation to pay the Contractor any further sums until such time as the whole of the Services (which were to have been provided under the Contract) have been completed. On completion of the Services the Authority shall pay the Contractor, or be entitled to recover from the Contractor, the difference between the sums due to the Contractor in accordance with the Contract up to termination and the cost incurred by the Authority in completing the Services as well as any direct damages suffered by the Authority arising from the Contractor's default.

## **8. DEFECTIVE GOODS**

- 8.1 If the Goods or any part of them are proved to be defective during a period of 12 months from putting them into service, the Authority may, at its sole option, require the Contractor to replace or repair the defective Goods. The Contractor shall replace or repair the defective Goods at its own cost and expense, immediately upon demand and if for any reason the Contractor is unable to do so, the Authority may arrange for such replacement or repair and the Contractor shall immediately on demand, reimburse the Authority, for all costs and expenses incurred. Further, the Contractor shall pay, discharge and indemnify the Authority

against all actions, suits, claims, demands, losses, charges, costs and expenses suffered by the Authority, arising from or in connection with the supply of any defective or damaged Goods, including any return costs.

## **9. STATEMENT OF SERVICES**

- 9.1 The Contractor warrants that the Services will be performed with all professional skill, care, diligence, prudence, foresight and judgement as would be expected from a skilled and experienced person engaged in the same type of undertaking under the same or similar circumstances and perform the Services to the best of their ability at all times and in a workmanlike manner, and to observe and conform to the laws, customs, statutory provisions and regulations governing the provision of the services. All work shall be performed in accordance with the Contract and in particular, any requirements laid down in the Specification.
- 9.2 The Contractor warrants that the Services will be carried out by adequately trained, qualified, industrious and honest personnel, to the standards of service required under the Contract and that at all times during the Contract Period there are sufficient persons of the abilities and skills required in order to complete the Services in a proper and workmanship manner according to any Contract programme and the Specification.

## **10. HOW TO CARRY OUT THE SERVICES AND RELATED PERSONNEL MATTERS**

- 10.1 The Contractor shall co-operate with such other people as the Authority may reasonably require.
- 10.2 The Authority shall have the right at any time during the execution of the Contract to instruct the Contractor to undertake, with immediate effect (or upon a mutually agreed date and time):
- 10.2.1 the removal of any Materials or Goods from the Premises which in the opinion of the Authority are either hazardous, noxious or in breach of the terms of the Contract; and/or
  - 10.2.2 the substitution of suitable Materials; and/or
  - 10.2.3 the removal and correct installation or completion (despite any previous or interim payment made) of any Materials, Goods or Services which is not in the Authority's opinion in accordance with the Contract.
  - 10.2.4 the removal of any personnel from the Authority's premises. The Authority shall determine if any personnel should be replaced as per clause 10.6 herein.
- 10.3 The Contractor shall be responsible for any costs incurred through any actions taken by the Authority under clause 10.2

- 10.4 During the term of the contract or when the services are being delivered or performed upon any part of the Authority's premise, the the Contractor shall ensure that the site and surrounding areas are to be left in a safe and tidy condition at all times or as is as reasonably practical to do so given the nature of the services being performed. The Contractor shall be responsible for the use of appropriate warning signage, access restrictions, use and storage of any and all equipment, plant and unused Materials, the clearing away of all rubbish (to be disposed of in an environmentally friendly and legal manner) and leaving the Premises neat and tidy, especially upon completion of the work. It is the responsibility of the Contractor to discover and adhere to any policies, processes or procedures peculiar to the premises where the services or work is being executed.
- 10.5 The Authority must be able to inspect and test the progress of the Services at any time whether at the Authority's Premises or at the Premises of the Contractor or any Subcontractor and to reject any work which is in breach of the Contract. The Contractor shall immediately replace or re-execute any work (Services or Goods) rejected. Any such inspections or testing shall not relieve the Contractor of any of his obligations under the Contract.
- 10.6. If the Authority so indicates the Contractor shall take all reasonable steps to prevent unauthorised people being admitted to the Authority's Premises. Where the Authority informs the Contractor that certain individuals are not to be admitted or are to be removed from the Premises (including persons involved in or to be involved in the performance of the Contract) it is the Contractor's responsibility to remove the said individuals. Any security documents, including security passes issued to those individuals who have been removed from the Authority's Premises shall be returned to the Authority by the Contractor immediately. The Contractor must also replace any person who has been removed under this clause with someone with appropriate skills.
- 10.7 The Contractor shall provide to the Authority, a list of all the people who will be at any time employed (either directly or via and agent or subcontractor etc) to provide the Services on the Authority's Premises with reasonably practical notice in advance of such access to the Premises being required. Details need to include their capabilities and other details enabling the Authority to identify them. It is the responsibility of the Contractor to make sure the Authority is aware of any new or additional person who will require access. Any costs incurred through the Authority refusing entry to any Premises to any person whose details have not been provided suitably in advance to the Authority shall be borne by the Contractor. The Contractor may be required at any time to provide sufficient details about any personnel employed or contracted for the purpose of delivering the services to permit the Authority to perform appropriate security checking (the cost of which to be borne by the Authority). This may include the requirement for the individuals concerned to provide personal details about family members and make a personal declaration as to the accuracy of the information provided.
- 10.8 If the Authority decides any person is to be admitted removed or no longer to work on the Contract, such decision made by the Authority is final and binding and the Authority shall not be required to disclose any details.

- 10.9 On the Authority's Premises the Contractor's personnel shall comply with all the rules, regulations, policies and procedures and any other requirements (either made known at the time of tendering, award or subsequently) including data protection and security arrangements which are in force at any time at those Premises. It will be the responsibility of the Contractor to ensure that it has communicated with the Authority and obtained such security clearance as is appropriate for the Premises.

## **11. QUALITY, FITNESS AND STANDARDS**

- 11.1 The Goods and/or Services supplied and all workmanship supplied shall, without prejudice to any other obligations in the Contract be in accordance with the following standards (or equivalent) where applicable:

(This list is not exhaustive and the Contractor is responsible for ensuring the current standards are applied based upon the particular industry standard applicable)

- The European Community for Standardisation (CEN).
- The International Organisation of Standardisation (ISO).
- The British Standards Institution (BSI).
- British Standards (where appropriate).
- Such other standards as made known to the other party and incorporated in the Contract or any other document forming part of the Contract.

- 11.2 The Contractor confirms that the Goods and the Materials used will:

11.2.1 be of satisfactory quality;

11.2.2 be fit for the purpose for which they are supplied including any purpose specified in the Contract, or which the Authority has advised the Contractor they will be used for;

11.2.3 be free from defects in design, material and workmanship;

11.2.4 correspond in every respect with any specifications, drawings, samples or descriptions provided by the Authority;

11.2.5 comply with all statutory requirements and regulations relating to the Goods or Materials (as appropriate); and

11.2.6 comply with all relevant Acts of Parliament, statutory instruments, orders, regulations, bye-laws or any other enactments.

- 11.3 The Contractor shall provide all supervision, labour, materials, transport, plant, tools, equipment, facilities (including the Materials) necessary to perform the Services in accordance with the Contract except for any items which are to be provided by the Authority in accordance with Clause 14 herein.

- 11.4 The Contractor shall carry out the Services regularly, diligently and in accordance with such programme as may be included within the Contract. If the Contract contains specific dates or periods when any part of the Services is to be completed, the Contractor shall complete that part by that date or within that period, or as it may be extended by agreement between the Parties.
- 11.5 The Contractor is treated as having inspected the Premises before tendering to enable it to understand the nature and extent of the Services to be carried out or the Goods to be provided/delivered/installed and all things connected with carrying out the Services or providing/delivering/installing the Goods. The Authority shall, if requested by the Contractor, grant the access needed to inspect, subject to having obtained the permission and consent.
- 11.6 The Contractor shall be responsible for the accuracy of all drawings, documentation and information supplied to the Authority by the Contractor (or its agents, employees, servants or its sub-contractors) in connection with the provision of the Goods or Services and shall pay the Authority any extra costs occasioned by any discrepancies, errors or omissions therein.

## **12. DELIVERY AND PERFORMANCE**

- 12.1 The Goods are to be delivered to the required Premises at the times and on the day(s) agreed with the Authority or specified in the Contract. Delivery shall be free of charge to the Authority and at the risk of the Contractor. Delivery of the Goods to a carrier shall not be treated as delivery of the Goods to the Authority. When any consignment of Goods is despatched by the Contractor to the Authority the Contractor shall send an advice note to the Authority at the Premises, which specifies the means of transport, the place and date it will be despatched as well as the number of packages, their weight and volume.
- 12.2 The Contractor shall begin performing the Services on the date specified in the Contract and shall complete the performance of the Services by the date specified in the Contract or continue to perform them for the period specified in the Contract, whichever is applicable.
- 12.3. Time shall be of the essence in the performance of the Contract. If the Contractor does not complete delivery of the Goods and/or performance of the Services within the times or on the date(s) set out in the Contract, the Authority shall have the right to refuse any further deliveries or attempted deliveries of Goods and/or Services and/or terminate the Contract immediately without penalty to the Authority. The Authority shall also be entitled to purchase other goods and/or obtain other services of the same or similar description and/or correct the faults and will be entitled to recover from the Contractor the difference between the cost of the alternative Goods and/or Services purchased (including any additional or consequential charges) and the cost which would have been payable to the Contractor for the Goods and/or the Services which should have been provided by the Contractor. This shall be without prejudice to any other remedy for breach of these General Conditions in favour of the Authority.

- 12.4 If applicable, the Contractor shall at the commencement of the Contract give the Authority a detailed programme of the Services to be carried out in a form acceptable to the Authority. In relation to any Goods or Services to be supplied in accordance with an individual Purchase Order raised against the Contract, any programme information required will be provided in a form acceptable to the Authority. During the continuation of the Services progress reports shall be provided at such reasonable times as the Authority may request; such reports are to be provided at the cost of the Contractor.
- 12.5 Where any access to the Premises is necessary for any reason in connection with delivery or if access to the Premises is required for delivery or installation of Goods or the performance of Services, the Contractor shall at all times comply with any special requirements of the Authority.
- 12.6 If Goods are incorrectly delivered, the Contractor will be responsible for any additional expense incurred in delivering them to their correct destination.
- 12.7 When the Goods are delivered, the Contractor shall provide the Authority with all operating and safety instructions and other relevant information as needed for the Authority to accept delivery of the Goods or any other documentation as reasonably requested by the Authority
- 12.8 The Contractor shall make no delivery of Goods in instalments, unless otherwise having first obtained the prior, written and express consent of the Authority.

### **13. VARIATION OF REQUIREMENTS**

- 13.1 The Contractor shall not alter the design or Specification and/or nature of the Contract or vary the Services except as directed by the Authority, subject to Clause 13.3 below. The Authority shall have the right from time to time during the continuation of the Contract, by written notice, to direct the Contractor to add to or omit, or otherwise vary the design, Specification and quantity of the Goods or alter the location and/or nature of or vary the Services. The Contractor shall carry out such variations and be bound by the same conditions as far as is applicable, as though the variation were stated in the Contract.
- 13.2 If the contractual requirement is varied leading to an amendment of the Contract Price, the Contractor shall, within seven days of receipt of the notification, advise the Authority in writing of the amount of any amendment. Any such amendment shall be calculated and decided at the same level of pricing as already in the Contractor's Tender or quotation. The Authority shall either:
- 13.2.1 confirm the variation in writing amending the Contract Price and the Contractor's obligations as the Parties may have agreed such variations to be deemed incorporated into the Contract; or
- 13.2.2 if agreement cannot be reached, the Authority shall be free to either terminate the Contract by one month's written notice; or withdraw the variation and continue as if such notice of variation had not been given.

- 13.3 The Authority shall be entitled to vary the requirements of the Contract by means of raising a Purchase Order against the Contract from time to time, but only to the extent that the variation is minor in nature (e.g. quantity of Goods delivered or locations to be delivered to), and in no way fundamentally affects the scope or other provisions of the Contract, the Services to be provided or the prices and rates making up the Contract. In all other instances the Authority shall issue any variations to Contract in accordance with Clauses 13.1 and 13.2 above.

#### **14. FREE ISSUE MATERIALS**

- 14.1 The Contractor shall keep all Free Issue Materials in good order and condition and shall use Free Issue Materials solely in connection with the Contract. Any surplus Free Issue Materials shall be returned to the Authority and/or be disposed of at the Authority's discretion. Any Free Issue Materials damaged due to bad workmanship or the fault of the Contractor shall be repaired at the Contractor's expense. Without prejudice to any other of the rights of the Authority, the Contractor shall deliver the Free Issue Materials, whether further worked on or not to the Authority on demand. Free Issue Materials remain in the ownership of the relevant Authority even when being used by or in the possession of the Contractor. Upon the completion of the Services any Free Issue Materials provided to the Contractor by the Authority for use by the Contractor as part of or in connection with the performance of the Services, shall (if possible) be returned to the Authority on completion of the Services or at the end of the Contract Period whichever occurs first.

#### **15. PRICE AND PAYMENT**

- 15.1 The price of the Goods and Services shall be as set out in the Contract (at Appendix A) and no increases or other costs will apply (either before the signing of the Contract or subsequently) unless otherwise first accepted and agreed to in writing by the appropriate Authorised Officer of the Authority.
- 15.2 The method and frequency of payment shall be agreed between the Contractor and the Authority unless it is clearly stated within the Contract. The Authority's payment terms shall be 30 days unless agreed by the Parties and stated within the Contract.
- 15.3 Invoices shall quote the relevant contract or order numbers and shall be issued and paid in pounds sterling unless otherwise set out in the Contract. If the Government decides to adopt an alternative national currency during the period of the Contract (e.g. the Euro), invoicing and payments may be transferred to that currency to comply with the appropriate legislation at that time according to any instructions of the Authority.
- 15.4 Value Added Tax (if appropriate), shall be shown separately on all invoices as a strict net extra charge and shall only be payable on receipt of a valid VAT invoice, setting out the percentage rate being charged.

- 15.5 Unless expressly stated within the pricing schedule shown at Appendix A, all volumes and estimates of requirements are purely for indicative purposes only and do not constitute a legally binding commitment or guarantee of business under this Contract.

## **16. COMPETITIVENESS**

- 16.1 During the Contract the Authority bears the right to market test the typical prices, quality and value added services available within the market place associated with the Goods or Services for which this Contract has been established to deliver. The results of the market testing may be discussed with the Contractor at any time.

## **17. AUDIT**

- 17.1 The Contractor shall keep records to the Authority's satisfaction of all expenditure which can be reimbursed by the Authority together with the hours worked and the costs incurred by the Contractor where the Contractor is paid by the Authority on a time charged basis. These records shall be retained by the Contractor for two years after the Contract has been completed. The Contractor shall allow the Authority or its representatives by request in writing access to all the Contract records as reasonably required by the Authority.

## **18. INDEMNITY AND INSURANCE**

- 18.1 The Contractor shall indemnify and keep indemnified the Authority against injury to or death to any persons or loss of or damage to their property which may arise out of any act or omission, default or negligence of the Contractor or its employees, servants, agents or Subcontractors, and against all actions, suits, claims, demands, losses, charges, costs, expenses (including legal costs on a full indemnity basis) and judgements however incurred by the Authority, provided always that the Contractor shall not be liable for, nor be required to indemnify the Authority against any compensation or damages for or in respect of injuries, loss or damage resulting entirely from any act, default or negligence on the Authority's part or that of its employees or agents not being the Contractor or employed by the Contractor.
- 18.2 Without prejudice to its liability to indemnify the Authority in line with Clause 18.1 above the Contractor shall, at its own expense and with a reputable insurance company, have in force and require any Subcontractor to have in force:
- 18.2.1 Employer's Liability Insurance in line with any legal requirement for the time being in force; and
  - 18.2.2 Public Liability Insurance for an amount and range of cover as the Contractor considers appropriate but not less than £5,000,000 for any one incident unless otherwise agreed by the Authority in writing.

18.2.3 Professional Liability Insurance (where applicable) for an amount and range of cover as the Contractor considers appropriate but not less than £2,000,000 for any one incident unless otherwise agreed by the Authority in writing.

18.3 The Contractor shall on demand produce evidence to the Authority (providing the request is not unreasonable) in the form of certificates, policies and cover notes to show the insurance mentioned in Clause 18.2 above are properly effected and in force at all times during the Contract.

18.4 The Contractor warrants that neither the Goods and/or the provision of the Services nor the Authority's use of the Goods for the purposes intended or made known will infringe any patent, registered design, trademark, copyright or other protected right and the Contractor shall indemnify the Authority against all actions, claims, demands, costs, proceedings, charges and expenses of whatsoever nature arising from or incurred by reason of any infringement or alleged infringement of any such right. It shall be a condition of the Contract that except for the Goods and Services which incorporate designs given by the Authority, the Goods and Services will not be in breach of any patent, trade mark, registered design, copyright or other right in the nature of industrial property of any third party and the Contractor shall indemnify the Authority against all actions, suits, claims, demands, losses, charges, costs and expenses which the Authority may suffer or be liable for as a result of or in connection with any breach of this Condition. If any court order is obtained against the use of the relevant Goods the Contractor shall immediately replace the Goods with other similar Goods to the satisfaction of the Authority. No warranty shall be given by the Authority as to the intellectual property rights in any material or specification supplied by them and the Contractor must satisfy itself as to the ownership of them.

## **19. HEALTH AND SAFETY**

19.1 The Contractor shall comply and ensure its Subcontractors, agents or any personnel employed for the execution of the Contract shall comply with the Health and Safety at Work Act 1974 (and any amendments thereto), any and all relevant Safety Legislation, Regulations and environmental requirements (whether of a statutory or other nature) and any regulations of any Participating Authority relevant to the Premises and Authority to which the Goods are being delivered and/or the Services are being provided.

19.2 The Contractor shall ensure that the all Goods and Materials are designed and constructed to be safe and without risk to the health or safety of people using them and of those who are in the vicinity of the Goods or Materials. The Contractor shall make adequate information available to the Authority (providing the request is not unreasonable) about the design testing and use of any Goods or Materials

19.3 The Contractor shall indemnify the Authority against all actions, suits, claims, demands, losses, charges, costs and expenses which they may suffer or incur as a result of any breach of Clause 19.1 and 19.2 above.

19.4 The Contractor shall observe and ensure its Subcontractors shall observe the work rules, which apply to the Premises where the Services are or are to be carried out and complies with any instructions of the Authorised Officer or any Nominated Officer. This includes the observance of any control or reporting procedures (COSHH, RIDDOR etc) required by legislation or Approved Code of Practice. The Authority shall have the right to require the Contractor immediately on receipt of notice (written or verbal) to remove any of his employees, servants, agents and Subcontractors on the Premises who:

19.4.1 fail to comply with the work rules; or

19.4.2 in the opinion of the Authority has been negligent or incompetent.

## **20. ENVIRONMENTAL CONSIDERATIONS**

20.1 The Contractor shall give all practical and reasonable assistance to the Authority in support of any Environmental or Sustainability Policies the Authority may have in place or be trying to implement.

20.2 The Contractor shall make every efforts to adopt Environmentally Friendly practices and procedures and shall at no time allow itself, the Authority or any third party liable to prosecution under Environmental Legislation through the acts or omissions of the Contractor, its agents and any person employed for the purpose of executing the Contract. Failure to comply may result in the termination of the Contract.

## **21. TERMINATION**

21.1 The Authority reserves the right to postpone the date of delivery or payment or to cancel all or part of the Contract or reduce the volume of the Goods and Services ordered if it is prevented from or delayed in the carrying on of its business through any circumstances beyond its reasonable control.

21.2 Without prejudice to the rights of Clause 21.1 above the following instances shall be included as causes beyond the Authority's reasonable control:

21.2.1 Government actions, war or threat of war, national emergency, riot, civil disturbance, sabotage or requisition; or

21.2.2 Act of God, fire, explosion, flood, epidemic or accident; or

21.2.3 Import or export regulations or embargoes; or

21.2.4 Labour disputes including disputes involving the workforce of the Authority, the Contractor or any third party.

21.3 The Authority shall have the right to terminate the Contract immediately at any time by giving notice in writing to the Contractor and shall be entitled to recover

the amount of any loss which results from such cancellation which can be deducted from any sums due from the Authority to the Contractor if:

- 21.3.1 the Contractor commits a breach of any of the terms and conditions of the Contract and has failed to remedy the breach within the time allowed should any procedure be agreed between the Parties as part of the Contract for the remedying of faults which amount to potential breach of Contract before the Authority applying its normal rights and remedies under the terms of these General Conditions and any other conditions forming part of the Contract;
  - 21.3.2 any distress, execution or other legal process is imposed upon any of the Contractor's assets;
  - 21.3.3 the Contractor enters into any arrangement or composition with its creditors, commits any act of bankruptcy or (if it is a corporation) an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction with the consent of the Authority) or a receiver and manager, receiver, administrative receiver or administrator is appointed in respect of the whole or any part of the Contractor's undertaking or assets;
  - 21.3.4 an encumbrance takes possession of any of the Contractor's property or assets;
  - 21.3.5 the Contractor ceases or threatens to cease to carry on its business;
  - 21.3.6 the financial position of the Contractor deteriorates so far that in the Authority's opinion the ability of the Contractor adequately to fulfil its obligations under the Contract has been placed in jeopardy; or
  - 21.3.7 the Authority reasonably considers that any of the above events is about to occur in relation to the Contractor.
- 21.4 Notwithstanding the provisions of Clauses 12, 13 and 23.1 of these General Conditions, the Authority may at any time terminate their involvement in the Contract by giving the Contractor at least one month's notice. In these circumstances the Authority shall pay the Contractor for any Services provided properly and any costs incurred properly by the Contractor up to the date of termination.
- 21.5 However this Contract is terminated, it will be without prejudice to the rights and duties of either the Contractor or the Authority arising prior to termination. The provisions of the Contract, which expressly or implicitly have effect after termination, will continue to be enforceable despite termination.

## **22 CONTRACTORS HANDOVER CO-OPERATION**

- 22.1 Whether the Contract has been terminated under Clause 21 or has simply expired after its term, the Contract hereby guarantees that it will co-operate fully

with the Authority to transfer to the Authority (including but not limited to) any plans, drawings, specifications, technical data, copies of records (electronic or otherwise), copies of reports (electronic or otherwise), information (howsoever stored), test results, samples or Free Issue Materials relating to this Contract which are in the possession of the Contractor or any third party, provided always that:

22.1.1 The Contractor does not hold any patent design or other Intellectual Property Right, valid at the time the Contract was originally tendered, in any of the specifications, drawings or plans etc, which has not subsequently transferred by agreement to the Authority.

22.1.2 Any charges applicable for any samples or drawings, which were made known to (and agreed by) the Authority prior to the signing of this Contract, will be made to the Contractor.

22.2 All items shall be delivered to the Authority within 14 days of a request being made to the Contractor, which shall detail the reasonable location of delivery, method of delivery, format of any data or information and the medium to be used. Unless otherwise agreed, the language that any drawings, data, reports or information etc will be written and presented in shall be modern British English.

22.3 Other than the prices agreed at 22.1.2, the Contractor shall make no other charge for the return of any item listed at 22.1

22.4 All items shall be returned to the Authority in the original condition they were in when presented to the Contractor. Samples should be in the condition or state they were in at the time of acceptance or approval by the Authority as being in compliance with the design or specification detailed within the Contract, subject to any subsequent agreed testing or reasonable wear and tear.

## **23. RECOVERY OF SUMS DUE**

23.1 If under this Contract any money is recoverable from or payable by the Contractor it may be deducted from or reduced by the amount of any sum due, or which may become due to the Contractor under the Contract, or under any other agreement or Contract with the Authority.

## **24. INTELLECTUAL PROPERTY RIGHTS**

24.1 All rights (including ownership and copyright) in any specifications, instructions, plans, drawings, patterns, models, designs or other Free Issue Materials given to the Contractor by the Authority under the Contract and any materials produced as a result of the Contractor performing the Services shall remain owned solely by the Authority and the Contractor shall not (except if needed to carry out the Contract) without prior written consent of the Authority use or disclose any specifications, plans, drawings, patterns, models or designs or any information or Materials or Free Issue Materials (whether relevant to this Contract or not) which the Contractor may obtain under this Contract.

24.2 The provisions of this Clause 24.1 shall apply whilst the Contract is in force and after it is terminated for whatever reason.

## **25. PUBLICITY**

25.1 This Contract shall not entitle the Contractor to endorse its goods (including the Goods) or services (including the Services) with any reference to the Authority or the Chief Constable and the Contractor shall not exhibit for advertising or any other reason any goods (including the Goods) or services (including the Services) or equipment supplied under the Contract which can be identified with the Authority (whether the ownership of such Goods or equipment shall have passed to the Authority or not) without the prior written consent of the Authority.

25.2 This includes any such reference made in any form of written, pictorial or audible advertising campaign, marketing, sales or promotion campaign.

## **26. SUB-CONTRACTING, ASSIGNMENT OR TRANSFER OF CONTRACT**

26.1 The Contractor must not assign, transfer or sub-let the Contract or any part, share or interest in it either directly or indirectly to any person and shall not sub-contract except with the written consent of the Authority.

26.2 The Contractor will be liable under this Contract irrespective of any sub-contracting.

26.3 The Contractor shall be fully responsible for the acts and defaults of any Subcontractor as if they were his own.

26.4 If there is a breach of the provisions of this condition, the Authority shall be entitled to cancel the Contract immediately and Clause 21 of these General Conditions will apply.

26.5 Where the Contractor is permitted under 26.1 to enter into a Sub Contract agreement then that agreement shall fully comply with all the limitations and obligations of this Contract

26.6 In the event of a change in the legal status of the Authority by reason of any reorganisation or amalgamation of the Authority with another Participating Authority, the Authority shall be entitled to assign or transfer his/her rights and obligations under this Agreement to the legal body which represents the resulting merged Authorities and the Contractor shall continue to be bound by the terms of this Agreement subject to the Services herein performed not being materially modified

## **27. CONTRACTOR'S STATUS**

27.1 In carrying out this Contract the Contractor shall be acting as principal and not as the agent of the Authority and therefore:

27.1.1 the Contractor or any Subcontractor shall not in any circumstances, hold itself or themselves out as being a servant or agent of the Authority and shall not (and shall ensure that his agents and servants do not) say or do anything that might lead any other person to believe that he is acting as the agent of the Authority, otherwise than in the circumstances is expressly allowed by these conditions.

27.1.2 the Contractor or any Subcontractor shall not in any circumstances hold itself or themselves out as being authorised to enter into any Contract or bind the Authority to the performance, variation, release or discharge of any of its obligations.

27.2 The Authority shall not be responsible for any liability incurred by the Contractor to any other person but this shall not be taken to exclude or limit any liability of the Authority to the Contractor that may arise by virtue of either a breach of Contract or any negligence on the part of the Authority's staff or agents.

## **28. THIRD PARTY RIGHTS**

28.1 The Parties agree that a person who is not a party to the Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any General Condition or any Special Condition of Contract but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

## **29. AGENCY**

29.1 Neither the Contractor nor its employees shall in any circumstance hold itself or themselves out as being, the servant or agent of the Authority, otherwise than in circumstances expressly permitted by these Conditions.

29.2 Neither the Contractor nor its employees shall in any circumstances hold itself or themselves out as being, authorised to enter into any contract on behalf of the Authority, or in any other way to bind the Authority in the performance, variation, release or discharge of any obligation.

29.3 Neither the Contractor nor its employees shall in any circumstances hold itself or themselves out as having, the power to make, vary, discharge or waive any regulations of any kind.

## **30. BRIBERY AND CORRUPTION**

30.1 The Authority shall be entitled to cancel the Contract immediately at any time and to recover from the Contractor the amount of any loss resulting from cancellation in any of the following circumstances:

30.1.1 the Contractor shall have offered or have given, or agreed to give to any person any gift or consideration of any kind as an inducement or reward

for doing, or agreeing to do or for having done or had agreed to do, any action relating to obtaining or the signing of the Contract or any other Contract with the Authority; or

30.1.2 the Contractor showing or agreeing to show favour or disfavour to any person, in relation to the Contract or any other Contract with the Authority, or if similar acts have been done by any person employed by the Contractor, or acting on the Contractor's behalf (whether with out without the knowledge of the Contractor); or

30.1.3 if in relation to the Contract or any other Contract with the Authority the Contractor or any person employed by the Contractor or acting on the Contractor's behalf shall have committed an offence under the Prevention of Corruption Acts 1889 to 1916; or

30.1.4 if the Contractor shall have given any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972.

## **31. OFFICIAL SECRETS ACT AND CONFIDENTIALITY**

31.1 The Contractor undertakes to comply with the provisions of the Official Secrets Acts 1911 to 1989. This may include the requirement for the Contractor to have individuals involved in the delivery of this Contract to sign a copy of the Official Secrets Act.

31.2 The Contractor shall keep confidential all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Contractor by the Authority (or its agents) or acquired by the Contractor from the Authority (or its agents). The Contractor shall also keep confidential any other confidential information concerning the Authority or their business or the fact of this Contract or any document that makes up the Contract. The Contractor shall restrict disclosure of the confidential material to those of its employees, agents or Subcontractors as need to know the information to enable them to carry out the Contractor's obligations to the Authority and shall ensure that all employees, agents or Subcontractors are subject to similar obligations of confidentiality as those imposed on the Contractor. Under no circumstances without the prior approval of the Authority shall such information be published, copied, amended or otherwise disclosed to any other persons and the Contractor shall ensure that all its Subcontractors are also aware of their obligations under this Clause 31.

31.3 This clause shall not apply to information to be disclosed by law as long as the Contractor shall notify the Authority and agree the nature of any such disclosure with the Authority in advance or which is in the public domain other than by a breach of this Clause 31.

31.4 The provisions of the previous paragraphs shall apply during the continuance of this Contract and after it has been terminated however arising.

## **32. DATA PROTECTION ACT**

- 32.1 The Contractor and his Subcontractors shall comply with all the provisions of the Data Protection Act 1998 or any Act of Parliament or statutory modification, re-enactment or extension relating to the disclosure of information and will indemnify the Authority against all actions, costs, expenses, claims, proceedings and demands which may be brought against the Authority for breach of statutory duty under the Act which arises from the use, disclosure or transfer of personal data by the Contractor.

## **33 FREEDOM OF INFORMATION ACT**

- 33.1 "FOI" means the Freedom of Information Act 2000, "Exempt Information" means information falling into the exemptions set out in the FOI, "Confidential Information" means information to which the confidentiality or commercial interests exemptions within the FOI apply and "Working Day" means Monday to Friday inclusive except bank holidays.
- 33.2 The Authority is bound by the provisions of the FOI and information relating to this Contract and to the Service may need to be disclosed to third parties in order for the Authority to meet its obligations under the FOI.
- 33.3 The Contractor shall make all reasonable efforts to assist the Authority in meeting its obligations under the FOI. If the Authority receives an access request under the FOI, the Contractor shall upon request provide:
- 33.4 to the Authority a copy of information requested which is held by the Contractor on behalf of the Authority within a period of 5 Working Days;
- 33.5 access to an authorised officer of the Authority, within a period of 5 Working Days, to inspect information held by the Contractor on behalf of the Authority.
- 33.6 Where it is necessary for the Contractor to provide information to the Authority which it believes to be Exempt Information it shall state in writing to the Authority the nature of the information and the relevant exemption. The Authority will use reasonable endeavours to consult with the Contractor before disclosing such information under the FOI. The Contractor acknowledges that the final decision whether to disclose such information will rest with the Authority and not with the Contractor. Nothing contained in this Contract or any documents or negotiations relating to this Contract shall prevent the Authority from disclosing any information which (in the Authority's reasonable opinion or in accordance with any recommendation, notice or decision of a competent authority) it is required to disclose under the FOI.
- 33.7 The Contractor shall observe the Authority's Retention and Destruction Policy (details of which shall be provided by the Authority to the Contractor upon request) and shall not destroy information other than in accordance with this policy. If the Authority notifies the Contractor of a request for information held by the Contractor, which is due for destruction the Contractor shall immediately suspend destruction of that information to allow disclosure to take place. Upon

the termination of this Contract the parties shall agree which party has the control of the retained information. Should the Contractor retain control of the information this clause shall remain in force beyond the termination of this Contract.

- 33.8 The Contractor shall maintain an adequate records management system which will enable it to access the information within the time limits prescribed.
- 33.9 The Contractor shall indemnify the Authority against all claims, demands, actions, costs, proceedings and liabilities that the Authority directly incurs due to the Contractor's or any sub-contractor's breach of this clause 1 or any part of it.

#### **34. DISCRIMINATION AND THE PROMOTION OF EQUALITY OPPORTUNITIES**

- 34.1 The Contractor shall not unlawfully discriminate directly or indirectly by way of victimisation or harassment within the meaning of any law, enactment, order, regulation or other similar instrument relating to discrimination in employment (whether in relation to race, gender, ethnic origin, colour, sexuality, marriage, religion or belief).
- 34.2 The Contractor shall comply with its obligations under any relevant legislation and in particular the Sex Discrimination Act 1975, the Race Relations Act 1976 (as amended by the Race Relations (Amendment) Act 2000), the Disability Discriminations Act 1995, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment (Religion or Belief) Regulations 2003. The Contractor shall be expected to comply with all practicable amendments to the above acts. The Contractor shall indemnify the Authority against any claims resulting from a breach of the above legislation by the Contractor (or its employees, agents or servants) through negligent acts or omissions
- 34.3 The Contractor shall inform the Authority forthwith of any finding of unlawful discrimination against the Contractor by any Court, Tribunal, the Commission for Racial Equality, the Disability Rights Commission or the Equal Opportunities Commission and as soon as reasonably practicable
  - 34.3.1 Take all necessary steps to prevent a reoccurrence of such unlawful discrimination; and
  - 34.3.2 Provide to the Authority full details of all steps taken
- 34.4 The Contractor shall monitor the representation among its personnel of persons of different gender, persons with a disability and persons of different Racial Groups always having regard to the Authority's procedures for monitoring representation among its own personnel. The Contractor shall supply to the Council as and when requested evidence of its monitoring compliance
- 34.5 The Contractor shall at all times have a written policy on race, gender and disability equality and diversity in the workplace ("Equality and Diversity Policy") and provide a copy of the same to any requesting Authority

- 34.6 The Contractor shall set out its Equality and Diversity Policy in all:  
Instructions to those concerned with recruitment, training and promotion;  
documentation which is by law available to its personnel, recognised Trade  
Unions or other representative groups; and recruitment advertisements and other  
literature
- 34.7 The Contractor shall require its permitted Sub Contractors (subject to 26.1) to  
also fully comply with the requirements of this section as stated under 26.5
- 34.8 The Contractor shall be expected to recognise and support where practicable,  
the obligations of the Authority under the General Duty of the Race Relations Act  
1976, as amended by the Race Relations (Amendment) Act 2000, which is  
namely to; eliminate unlawful discrimination,; promote equality of opportunity;  
promote good relations between people of different racial groups

### **35. PROTECTION OF THE AUTHORITY'S RIGHTS**

- 35.1 If the Authority shall fail or delay in exercising any right, power or remedy under  
this Contract it shall not in any circumstances affect such right, power or remedy  
even if it would have done so if this clause did not exist. The single or partial  
exercise by the Authority of any right, power or remedy under this Contract shall  
not in any circumstances prevent the Authority using that right again or any other  
right, power or remedy under the Contract.
- 35.2 The rights, powers and remedies provided in this Contract are cumulative and  
are not exclusive of any rights, powers and remedies provided by law.
- 35.3 Acceptance by the Authority of any breach or default under any of these General  
Conditions and/or Special Conditions of Contract shall not be deemed to be an  
acceptance of any later breach or default and shall not affect the other of the said  
Contract Conditions.

### **36. DISPUTES/ARBITRATION**

- 36.1 Any dispute, difference or question between the Parties relating to the Contract  
which cannot be resolved by negotiation, may subject to agreement by the  
Parties, be referred to arbitration under the provisions of the Arbitration Act 1996.  
The place of any arbitration shall be the headquarters of the Authority.

## **37. NOTICES**

37.1 Any notice given under the Contract, may be sent by hand or post or by registered post or by the recorded delivery service or by electronic transmission which results in the receipt of a written communication in permanent form sent:

37.1.1 To the Contractor at his last known address or if the Contractor is a limited company its Registered Office.

37.1.2 To the Authority and addressed to the Chief Constable.

37.2 Any notice served by post shall be treated as effectively served on the next working day after posting (provided it was sent by first class post or equivalent services). Any notice served electronically shall be treated as effectively served at the time it is received by the Contractors (own or hosted) facsimile machine or email server dependent on how it was transmitted.

## **38. WAIVER**

38.1 Failure by either party at any time to enforce the provisions of the Contract shall in no way affect its rights thereafter to require complete performance of the other party, nor shall the waiver of any subsequent breach of any such condition be a waiver of the condition itself

## **39. SEVERANCE**

39.1 If any provision of the Contract shall become or shall be declared by any Court of competent jurisdiction to be invalid or unenforceable it shall not affect any of the other provisions of the Contract which all shall remain in force.

## **40. GOVERNING LAW**

40.1 This Contract shall be governed by the laws of England and for the benefit of the Authority the Contractor agrees that the courts of England are to have jurisdiction to settle disputes in connection with this Contract and submits to the jurisdiction of the courts of England.

40.2 Nothing in this clause limits the right of the Authority to bring proceedings against the Contractor in connection with this Contract in any other court of competent jurisdiction or at the same time in more than one jurisdiction.

## **Appendix A**

The Pricing Schedule for this contract is as below:-