

Individual Supply Terms & Conditions of Contract For Y17044 The Provision of Office Supplies and Equipment.

The following details the Conditions of Contract that, in conjunction with the terms of the requirement as laid out in this tender, the agreed pricing schedule and any other documents deemed as necessary to an agreement (i.e. clarification documents) shall form the Contract.

1. Conditions Applicable

- 1.1 These Conditions together with those set out in the Contract shall apply to the purchase of the Goods and/or Services by the Customer from the Supplier to the exclusion of all other terms and conditions including any which the Supplier may purport to apply under any sales offer or similar document.

2 Sufficiency of Information

- 2.1 The Supplier shall be deemed to have been satisfied before submitting a tender as to the accuracy and sufficiency of the rates and prices stated in this document which shall except insofar as it is otherwise provided in the Contract cover all the Supplier's obligations under the Contract and the Supplier shall be deemed to have obtained all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect this Contract.

3 Conditions Paramount/Contract Amendment

- 3.1 In the event of any inconsistency between these Conditions and any provision in any other schedule or document comprising this Contract, these Conditions shall prevail.
- 3.2 In case of ambiguities, the Customer shall issue appropriate explanation and instructions in writing and the Supplier shall carry out and be bound by such instructions.
- 3.3 Unless specifically permitted by these Conditions, neither party shall vary or amend this Contract nor the specification except as agreed by both parties in writing and signed by the Contract Officer and a Supplier's representative as a formal contract variation.

4 Price and Price Variation

- 4.1 The Price for the Goods and/or Services shall be the Goods and/or Services Price mentioned in the Contract.
- 4.2 The Supplier will submit to the Customer an invoice in respect of the Office Supplies delivered at the Establishment (which shall be a value added tax invoice if such tax is payable) at the end of each calendar month, some Customers may want an invoice per order and others will require consolidated invoices.
- 4.3 The Customer shall pay all invoices raised by the Supplier in relation to the Contract within thirty (30) days of the date of the relevant invoice (the "Due Date").
- 4.4 The Supplier reserves the right to charge interest at 2% above the Bank of England base rate from time to time in force on any Invoices which are not paid in full by the due date and to suspend the provision of the Services if such sums (plus interest where applicable) remain unpaid for thirty (30) days after the relevant due date.
- 4.5 The Office Supplies prices will be amended every quarter as volumes and customer requirements change and will be held for the quarterly period. In the event of a change in the

costs which is beyond the control of the Supplier, any proposed increase will be communicated to the Customer in writing and may only be implemented by mutual agreement.

- 4.6 Should either party wish to vary the price of the Goods and/or Services other than in accordance with clauses 4.5 then that party shall submit a request in writing to the other not less than 2 months, but always during the operating period, prior to the proposed commencement date.
- 4.7 In such an event both parties agree to enter into a period of negotiation to agree a pricing structure for a defined period.
- 4.8 Any changes shall take effect from the date agreed between the parties.

5 Supplier's Employees

- 5.1 The Supplier shall employ in and about the provision of the Goods and/or Services only such persons as are careful and honest and, where the nature of the duties they are to perform so requires suitably experienced and professional in the work that they are to perform.
- 5.2 The Supplier shall employ sufficient persons to ensure that the Service is provided at all times and in all respects to the contract standard. The Supplier shall ensure that a sufficient reserve of personnel is available to provide the Service to the contract standard during staff holidays or absence through sickness or otherwise.
- 5.3 The Supplier shall ensure that every person employed in and about the provision of the Goods and/or Services is at all times properly instructed with regard to the Services and in particular:
 - 5.3.1 The task or tasks such person has to perform;
 - 5.3.2 All relevant provisions of the Contract;
 - 5.3.3 All relevant policies rules procedures and statutory requirements concerning health and safety at work including Supplier's health and safety policies;
 - 5.3.4 Fire risks and precautions;
 - 5.3.5 The need to maintain the highest standards of hygiene courtesy and consideration;
 - 5.3.6 The need to recognise situations which may involve any actual or potential danger of personal injury to any person at the location and where possible without personal risk to make safe such situations and forthwith to report such situations to the Contract Officer or in the event of an emergency the member of the Customer's staff with responsibility for the location.
 - 5.3.7 The competency and level of training is maintained to ensure compliance with statutory industry and professional requirements relating to the delivery of the Service.
 - 5.3.8 All monies or other items of value found by the Supplier's employees at the Customer premises shall be handed to the Contract Officer or his representative as soon as possible and a written receipt obtained.
- 5.4 The Supplier shall supply the Contract Officer with a complete list of all persons employed in and about the provision of the Services and will notify the Contract Officer of any subsequent staff changes during the Contract period.
- 5.5 The Supplier shall not employ on this Contract in the provision of the Goods and/or Services any persons who have been convicted of a criminal offence, or been subject to any binding over orders relating to theft dishonesty or violence including the abuse of children offences under

the Sexual Offences Act Pornography Arson Misuse/use or supply of drugs or conspiracy to commit any of the aforementioned offences unless the circumstances of such offences etc. have been declared to the Customer and the Customer has given written authorisation to allow the declared staff to work on this Contract. The Customer reserves the right and by giving justifiable reasons at any time within the period of this Contract to require the Supplier to remove any staff employed by the Supplier that receive a court judgement relating to the aforementioned categories from working within the Contract provision.

- 5.6 The Contract Officer shall be entitled, having demonstrated to the Supplier that he is acting reasonably, fairly and not vexatiously, to require the Supplier, by not less than seven days notice in writing (except in cases of urgency when no period of notice shall be required), to remove from the provision of the Goods and/or Service any employee or agent or sub contractor of the Supplier specified in such notice. At any time prior to the expiry of such notice, the Supplier shall have the right to make representations to the Contract Officer concerning such employee or agent or sub contractor. After taking such representations into account, the Contract Officer shall be entitled at his entire discretion to withdraw such notice, to suspend its operation upon such conditions as he shall think fit, or to confirm the notice. If the Contract Officer confirms such notice then upon its expiry the Supplier shall forthwith remove such employee or agent or sub contractor from the provision of the Goods and/or Service and immediately provide a replacement. The Contract Officer shall comply with all applicable employment legislation from time to time in force in making such requests.
- 5.7 The Customer shall in no circumstances be liable to either the Supplier or Agent or sub contractor in respect of any liability loss or damage occasioned by such withdrawal suspension or removal and the Supplier shall fully indemnify the Customer against any claim made by such employee or agent or sub contractor.
- 5.8 The Supplier shall not employ any staff on this Contract who is under the age of sixteen without the written approval of the Contract Officer. The Supplier must at all times comply with current employment legislation.
- 5.9 Where as part of the Contract any staffing or skill levels have been agreed those levels will be maintained and where any named staff have been agreed to be provided those staff will be assigned to work on this Contract.
- 5.10 The Supplier will replace promptly any staff who are assigned to this Contract and who cease to be in its employment or under its control for whatever reason and such replacements shall have the equivalent skill levels and shall in every way be suitable for the performance of the Services.

6 Indemnities

- 6.1 The Supplier shall indemnify and keep indemnified in full the Customer in respect of or in connection with:
 - 6.1.1 Any liability which the Customer /Contracting Authority incurs under the Consumer Protection Act 1987 as a result of the acts or omissions of the Supplier in providing the Services.
 - 6.1.2 any claim made against the Customer in respect of any liability, loss, damage, injury cost or expense sustained by the Customer's employees sub-contractors or agents or by any third party to the extent that such liability, loss, damage injury cost or expense is caused by or relates to or arises from the Services and caused by the negligent or wilful default of the Supplier, its employees subcontractors or agents.

- 6.2 If the United Kingdom Inland Revenue or any other taxing authority in any jurisdiction brings into charge to taxation any sums payable under the indemnity contained in this clause then the value of such indemnity will remain unaffected.
- 6.3 Any negligent act or omission of the Supplier or its employee's agents or subcontractors in carrying out the Services which causes financial loss to the Customer /Contracting Authority.
- 6.4 The Customer /Contracting Authority shall indemnify the Supplier against any damages, costs or expenses awarded against the Supplier in favour of an employee of the Supplier or any other person who becomes ill or injured or whose property is lost or damaged due to failure of the Customer/Contracting Authority to comply with its legal obligations and/ or its obligations under this Contract.

7 Insurance

- 7.1 To effect and maintain at the Supplier's own cost the required insurance cover with a reputable insurance company for the duration of the framework or associated mini tender, whichever is the longest.
- 7.2 The Supplier shall provide copies of relevant insurance certificates as currently applicable prior to the commencement of this Contract and at any time upon request of the Customer. It is the responsibility of the Supplier to ensure that a replacement insurance certificate is issued whenever a change or reissue occurs or when a renewal takes place. It is also the responsibility of the Supplier to ensure that the Contracting Authority is notified if the insurance is not renewed or is rescinded for any reason.
- 7.3 In the event that the Supplier cannot provide evidence of insurance upon request the Customer and/or Contracting Authority may at its discretion initiate termination of Contract.

8 VAT

- 8.1 All sums payable under this Contract unless otherwise stated are exclusive of VAT and other duties or taxes.
- 8.2 Any VAT or other duties or taxes payable in respect of such sums shall be payable in addition to such sums.
- 8.3 The Supplier will act as agent and keep and submit to HM Revenue and Customs appropriate VAT records. The Supplier will be responsible for charging and payment of VAT where appropriate and shall indemnify the Customer against any liabilities arising from errors in accounting for Value Added Tax or late submission of VAT returns.

9. Termination for Breach

- 9.1 The following obligations are conditions of this Contract and any breach of them shall be deemed a fundamental breach that shall determine this Contract immediately and the rights and liabilities of the parties shall then be determined in accordance with Clause 10:
 - 9.1.1 Failure on the part of the Customer to make payment of valid sums due to the Supplier under the terms of this Contract.

9.1.2 Failure on the part of the Supplier to observe any obligation under this Contract not requiring a non-conformance notice to be served and in the case of obligations requiring a non-conformance notice to be served failure to comply with the terms of any non-conformance notice.

9.2 The doing or permitting of any act by which the Customer rights in the intellectual property may be prejudiced or put in jeopardy.

10. Termination

10.1 The Customer may terminate this Contract with just cause on giving the Supplier 60 days' written notice.

10.2 Each party shall be entitled to terminate this Contract at any time and to recover from the other the amount of any loss resulting from such termination if the other party is in breach of any of the terms of this Contract.

10.3 Each party may terminate this Contract at any time in the event of the other party (in the case of an individual), becoming bankrupt or making a composition or arrangement with his creditors, or (in the case of a company), having a winding up order made, or (except for the purposes of reconstruction or amalgamation), a resolution for voluntary winding up is passed or a Receiver or Manager Administrator or Administrative Receiver is appointed or possession taken of the other party's assets by or on behalf of the holders of any debentures secured by a floating charge and the terminating party shall be entitled to repayment of any monies paid in advance.

10.4 All termination or coming to an end of this Contract shall be without prejudice to any claims for prior breach of this Contract and all of the Conditions which expressly or impliedly have effect after termination of this Contract for any reason will continue to be enforceable notwithstanding such termination or coming to an end.

11. Default in Performance

11.1 So as to ensure complete performance of the Contract the Contract Officer shall take such actions as shall be deemed appropriate.

11.2 If the Contract Officer is satisfied that the Supplier has wholly or in part failed in any way to perform the Service including any non-compliance including Health and Safety requirements then subject always to the provisions of the escalation procedure described in the Requirement Section the Contract Officer shall be entitled to instruct the Supplier to remedy the failure to comply fully with this Contract in line with and subject to the following procedure:

11.2.1 the Contract Officer shall serve written default notice ("Default Notice") on the Supplier, requiring the Supplier to remedy such default within such time as may be specified in the Default Notice;

11.2.2 if the Supplier does not intend to accept the written Default Notice they must within 5 days of receipt, serve a written counter notice on the Customer setting out reasons, otherwise the Supplier shall be deemed to have accepted the Default Notice;

11.2.3 the Contract Officer shall within 5 days of the receipt of the counter notice, serve a revised Default Notice on the Supplier. If the Customer is not satisfied with the Supplier's remedy of the default as defined in the Default Notice, or fails to remedy the default within the time allowed, the Customer will be entitled to levy a charge for the Default Notice which will reflect the genuine value of the work that the Supplier has contracted to do but has not done, or has not done in the satisfactory manner.

11.3 The Customer reserves the right to engage its own or any other Supplier to rectify persistent or serious defects in the provision of the Service that can be attributed to failure of the Supplier in the discharging of this contract.

11.4 In the event that both parties are unable to reach a point of agreement on the additional charges levied against the Supplier by the Customer then this matter maybe referred to Alternative Dispute Resolution (ADR). Failure to resolve the disagreement may mean escalation to Mediation or Arbitration processes.

12. Warranties

12.1 Each of the parties warrants its power to enter into this Contract and has obtained all necessary approvals to do so.

12.2 The Supplier warrants that it has the skills and staff necessary to carry out the delivery of the Goods and/or Services in accordance with best professional practice and that it in fact will do so.

13 Limitation of Liability

13.1 Nothing in this Contract shall limit or exclude a party's liability for:

13.1.1 death or personal injury caused by its negligence, or the negligence by its employees, agents or subcontractors;

13.1.2 fraud or fraudulent misrepresentation; or

13.1.3 any other liability which cannot be limited or excluded by applicable law.

13.2 Subject to Clause 13.1 the aggregate liability of each party, whether for damages, payments of compensation or by way of indemnity or of any nature howsoever arising under or in relation to this Contract or any part thereof (including as a result of negligence) shall in relation to those matters in respect of which the parties are not required to maintain insurance pursuant to this Contract, be limited to one hundred thousand pounds (£100,000) per instance.

14. Health and Safety

14.1 The Supplier must comply at all times with the Health and Safety at Work Act 1974 and the regulations made under the Act, and all other legal health, safety and welfare requirements applicable to this contract. The Supplier shall also ensure that his employee's sub-contractors and agents observe any local arrangements for fire health safety welfare hygiene and security.

14.2 The Customer's Contract Officer and the Contracting Authority's Health and Safety Officers are empowered to suspend the provision of the Service if the Supplier fails to comply with any legal requirements stated above. The Supplier shall not resume provision of the Service until the Contract Officer is satisfied that the non-compliance has been rectified. In respect of any such period of suspension the provisions for default as set out in this Contract shall apply.

15 Data Protection

15.1 The Supplier's attention is hereby drawn to the Data Protection Act 1998 and to Directive 95/46/EC and any regulations implementing it all referred to together as the "Data Protection Requirements".

15.2 The Supplier warrants that it will duly observe all its obligations under the Data Protection Requirements which arise in connection with the Contract and any information it may receive or acquire in connection with the Contract, including without limitation staff responses to the questionnaires, usage of the website and information on any database and ensure that the Customer shall not be in breach of the Data Protection Requirements as a result of any act or omission of the Supplier.

16 Force Majeure

16.1 Neither party shall be liable for any default due to any act of God, War, Fire, Flood, Drought, Tempest or other event beyond the reasonable control of either party.

16.2 Each party shall be liable to pay the other damages for any breach of this Contract and all expenses and costs incurred by that party in enforcing its rights under this Contract, if it can be demonstrated that it was initially deemed to be a Force Majeure event that was not in fact beyond reasonable control of the defaulting party. This clause shall have effect only when such an event renders performance impossible for a continuous period of not less than three calendar months.

17 Whole Contract

17.1 Each party acknowledges that this Contract contains the whole Contract between the parties and that it has not relied upon any oral or written representation made to it by the other or its employees or agents and has made its own independent investigations into all matters relevant to it.

18 Not Used

19 Assignment

19.1 The Supplier shall not assign or otherwise dispose of any part of its rights and obligations under this Contract without specific written authority from the Contracting Authority which shall not be unreasonably withheld.

20 Proper Law and Jurisdiction

20.1 This Contract shall be governed by English law in every particular including formation and interpretation and shall be deemed to have been made in England.

20.2 Any proceedings arising out of or in connection with this Contract may be brought in any court of competent jurisdiction in England.