

Appendix 1 – Short Terms & Conditions

<p>1. Definitions</p> <p>Charges</p> <p>means the price for the Supplies and/or Services set out in the Purchase Order or equivalent written agreement</p> <p>Contract</p> <p>means the agreement between Staffordshire Fire and Rescue Service (SFRS) and the Provider consisting of these Standard Terms and Conditions and Purchase Order (including any Specification) but excluding any terms and conditions of sale and/or supply of the Provider</p> <p>Contract Particulars</p> <p>means (if applicable) the particulars of the Contract as referred to in the Purchase Order</p> <p>SFRS</p> <p>means Staffordshire Fire and Rescue Service Pirehill Stone Staffordshire ST150BS</p> <p>Default</p> <p>Means any breach of the obligations of the Provider under the Contract</p> <p>Supplies</p> <p>Means the Supplies, if any, to be supplied by the Provider and identified in the Purchase Order and/or the Specification</p> <p>Intellectual Property Rights</p> <p>Means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise</p> <p>Purchase Order</p>	<p>2. Supply of Supplies and/or Services</p> <p>2.1 The Provider shall provide the Supplies and/or Services on the terms and conditions set out in the Contract. Subject to the Provider fulfilling its obligations under the Contract SFRS shall pay the Provider in accordance with the terms of the Contract.</p> <p>2.2 In providing the Supplies and/or Services, the Provider shall comply with and take into account all applicable laws, enactments, orders, regulations and other similar instruments, the requirements of any court with relevant jurisdiction and any local, national or supranational agency, inspectorate, minister, ministry, official or public or statutory person of the government of the United Kingdom or of the European Union.</p> <p>3. Contracts for Supplies</p> <p>3.1 The Supplies shall be to the reasonable satisfaction of SFRS, shall conform to any particulars specified in the Specification, Purchase Order and/or the Contract Particulars, shall be free from defects and be fit and sufficient for all the purposes for which such Supplies are ordinarily used and for any particular purpose made known to the Provider by SFRS.</p> <p>3.2 The Supplies shall be delivered to the location(s), and at the times and dates specified in the Specification, Purchase Order and/or Contract Particulars or any other written instruction provided by SFRS, and time of delivery shall be of the essence. If no times and dates are specified, the Supplies shall be delivered promptly following the date of this Contract. Except where otherwise provided in the Specification, Purchase Order</p>
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<p>means (if applicable) the purchase order used by SFRS to place an order with the Provider for Supplies and/or Services or equivalent written agreement which shall make reference to the Contract Particulars and Specification</p> <p>Services</p> <p>Means the services, if any, to be provided by the Provider as identified in the Purchase Order and/or Specification</p> <p>Specification</p> <p>Means the specification (if any) appended to the Purchase Order or other equivalent written correspondence detailing SFRS's requirements</p> <p>Provider</p> <p>Means the person, firm or company with whom SFRS enters into the Contract.</p> <p>Tax</p> <p>Means Value Added Tax, customs duties and any other taxes or duties.</p>	<p>and/or</p> <p>Version 1</p> <p>Standard Terms and Conditions Page 2</p> <p>Contract Particulars, delivery shall include the unloading, stacking or installation of the Supplies by Provider at such place as SFRS shall reasonably direct.</p> <p>3.3 Property and risk in the Supplies shall without prejudice to any other rights or remedies of SFRS pass to SFRS at the time of acceptance. The Supplies shall be packed and marked in a proper manner and in accordance with SFRS's instructions, any statutory requirements and any requirements of carriers.</p>
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<p>3.4 SFRS may by reasonable written notice to the Provider reject any of the Supplies which fail to meet the requirements specified herein, and shall be entitled (without prejudice to other rights and remedies) either to have the Supplies repaired or replaced (at the option of SFRS) or to treat the Contract as discharged and seek damages from the Provider. The issue by SFRS of a receipt note for the Supplies shall not constitute any acknowledgement of the condition or nature of those Supplies.</p> <p>4. Contracts for Services</p> <p>4.1 The Provider shall provide the Services in accordance with SFRS's requirements which are set out in the Contract Particulars,</p>	<p>5. Charges</p> <p>5.1 In consideration of the satisfactory performance of the Provider's obligations under the Contract by the Provider, SFRS shall pay the Charges.</p> <p>5.2 SFRS shall pay the Provider, in addition to the Charges, a sum equal to the Tax chargeable on the value of the Supplies and/or Services provided in accordance with the Contract.</p> <p>5.3 Subject to 5.4, payment of invoices accepted by SFRS will be made within 30 days of receipt and agreement of invoices for work completed to the satisfaction of SFRS to a bank account of which details shall be provided by</p>
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Purchase Order and/or the Specification which shall specify the start and end dates. Timely provision of the Services shall be of the essence of the Contract, including in relation to commencing the provision of the Services.

4.2 The Provider shall perform the Services with all reasonable care, skill and diligence, and in accordance with good industry practice. The Provider warrants and represents that all persons engaged by the Provider for performance of the Services have the qualifications, skill and experience necessary for the proper performance of the Services.

4.3 If SFRS informs the Provider that SFRS considers any part of the Services to be inadequate, without prejudice to clause 4.5 below, the Provider shall at its own expense re-schedule and perform the work correctly within such reasonable time as may be specified by SFRS.

4.4 Without prejudice to SFRS's other rights and remedies, the Provider shall reimburse SFRS for all reasonable costs incurred by SFRS which have arisen as a direct consequence of the Provider's delay in the performance of the Contract.

4.5 In the event that SFRS is of the opinion that there has been a Default by the Provider in respect to the Services, then SFRS may, without prejudice to its other rights herein: make such deduction from the Charges as SFRS shall reasonably determine in respect of such of the Services as the Provider has failed to provide and/or terminate the Contract in whole or in part in accordance with clause 18.

shall be confirmed by the sending party.

8. The Contracts (Rights of Third Parties) Act 1999

the Provider in writing.

5.4 The Provider shall ensure that each invoice contains a Purchase Order number and any supporting information to avoid any delays in payment and issued by electronic email in PDF format to the Accounts Team at apinvoices@staffordshire.gov.uk.

5.5 Wherever under the Contract any sum of money is recoverable from or payable by the Provider, SFRS may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Provider under the Contract or under any other agreement or contract with SFRS.

6. Interest

Interest shall be payable on the late payment of any undisputed Charges properly invoiced under this Contract at a rate per annum equivalent to 2% above the Bank of England's base rate current on the date upon which such Charges first become overdue. The Provider shall not suspend the supply of the Services if any payment is overdue.

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7. Notices

Any notice which is to be given by either party to the other shall be given by electronic email (the details of which shall be set out in the Particulars) or by hand to Staffordshire Fire and Rescue Service, Pirehill, Stone, Stafford, ST15 0BS in respect of notices to SFRS and the Provider's registered office in respect of notices to the Provider (unless otherwise agreed in writing between the parties during the Contract), and such notice or communication. If any notice is considered time critical receipt of the notice

13. Variation

No person who is not a party to the Contract shall have any right to enforce any term of the Contract, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both parties.

9. Security

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

10. Intellectual Property Rights

10.1 It shall be a condition of the Contract that the Supplies and/or Services will not infringe any Intellectual Property Rights of any third party and the Provider shall fully indemnify and keep indemnified SFRS against all actions, suits, claims, demands, losses, charges, costs and expenses which SFRS may suffer or incur as a result of or in connection with any breach of this clause.

10.2 All Intellectual Property Rights in any specifications, instructions, plans, drawings, patents, patterns, models, designs or other material prepared by or for the Provider for use, or intended use, in relation to the performance of the Contract shall belong to SFRS .

11. Assignment and Sub-Contracting

The Provider shall not assign, sub-contract or in any other way dispose of the Contract or any part of it without prior written consent of SFRS.

The Contract shall not be varied or amended unless such variation or amendment is agreed in writing by SFRS and the Provider

14. Remedies Cumulative

Except as otherwise expressly provided by the Contract, all remedies available to either party for breach of the Contract are cumulative and may be exercised concurrently or separately, and the exercise of any one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.

15. Indemnity and Insurance

15.1 Neither party excludes or limits liability to the other party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 12 of the Sale of Supplies Act 1979 or Section 2 of the Supply of Supplies and Services Act 1982.

15.2 The Provider shall indemnify and keep indemnified SFRS against injury (including death) to any persons or loss of or damage to any property which may arise out of the act default or negligence of the Provider, any sub-contractor or their respective employees or agents, and against all claims, demands, proceedings, damages, costs, charges and

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expenses whatsoever in respect thereof or in relation thereto arising from the provision of the Supplies and/or Services.

15.3 The Provider shall procure and maintain the following minimum levels of insurance during the Contract period;

15.3.1 £5,000,000 for public liability and where appropriate and relevant product liability insurance in respect of any one act or default. The insurance policy or policies shall be extended for the purpose of the Contract by

12. Waiver

The failure to insist upon strict performance of any provision of the Contract or to exercise any right or remedy shall not constitute a waiver of that right or remedy, no waiver shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing, and a waiver of any right or remedy shall not constitute a waiver of any right or remedy arising from any other or subsequent breach of the Contract.

15.4 The Provider shall maintain professional indemnity and product liability insurance and any other appropriate and relevant insurance at the above levels for a period of ten years after the end of this Contract and shall notify SFRS in writing immediately should such insurance cover cease.

15.5 If so required the Provider shall furnish SFRS with certificates of insurance together with the receipt or receipts for premiums evidencing that the relevant insurances are in force.

15.6 In no event shall either party be liable to the other for:

15.6.1 indirect or consequential loss or damage; and/or

15.6.2 Loss of profits, business, revenue, goodwill or anticipated savings.

16. Termination on bankruptcy or insolvency

SFRS may terminate the Contract by notice in writing with immediate effect where:- a petition is presented for the Provider's bankruptcy, or a bankruptcy order is made against the Provider, or the Provider makes any composition or arrangement with or for the benefit of creditors, or if the Provider passes a resolution for winding up or dissolution (otherwise than for the purposes of and followed by an amalgamation or reconstruction) or an application is made for

endorsement or otherwise so as effectually to indemnify SFRS against all claims aforesaid.

15.3.2 The minimum statutory cover for employer's liability insurance per claim or series of claims.

15.3.3 If so required £2,000,000 for professional indemnity insurance per claim or series of claims.

18. Termination on Default

SFRS may terminate the Contract, or terminate the provision of any part of the Contract by written notice to the Provider with immediate effect if the Provider commits a Default and if: (a) the Provider has not remedied the Default within 30 days after issue of a written notice specifying the Default and requesting it to be remedied within the specified time; or (b) the Default is not capable of remedy; or (c) the Default is a fundamental breach of the Contract.

19. Consequences of Termination

Where SFRS terminates all or part of the Contract under clause 18, and makes other arrangements for the provision of Supplies and/or Services, SFRS shall be entitled to recover from the Provider the cost of making those other arrangements and any additional expenditure incurred by SFRS throughout the remainder of the contract period but not limited to such payment which would otherwise be payable to the Provider, and no further payments shall be payable by SFRS to the Provider until SFRS has established the final cost of making those other arrangements.

20. Force Majeure

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<p>an administration order in relation to it, or any party gives or files notice of intention to appoint an administrator of it or such an administrator is appointed, or the court makes a winding-up order, or an administrative receiver, receiver, manager or supervisor is appointed by a creditor or by the court, or the Provider is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or any similar event occurs under the law of any other jurisdiction within the United Kingdom.</p> <p>17. Break</p> <p>Notwithstanding any other provision of this Contract, if specified in the Contract Particulars and/or Purchase Order, SFRS may terminate this Contract after giving the specified notice to the Provider.</p>	<p>Service</p> <p>Standard Terms and Conditions Page 5</p> <p>Neither party shall be liable to the other party for any delay in or failure to perform its obligations under the Contract (other than a payment of money) if such delay or failure results from an event beyond the reasonable control of such party. If such event of force majeure continues for a period of 90 days either party may terminate this Contract by notice in writing to the other party. The party suffering the event of force majeure shall take all reasonable steps to mitigate such delay or failure.</p> <p>21. Governing Law</p> <p>This Contract shall be governed by and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the courts of England and Wales.</p>
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22. Entire Agreement

The Contract constitutes the entire agreement between the parties for the Supplies and/or Services. The Contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this clause shall not exclude liability in respect of any fraudulent misrepresentation.

23. Other Legislative Requirements

23.1 The Provider shall comply with the following legislation;

23.1.1 safeguard SFRS's funding in connection with this Contract against any fraudulent activity and not commit any offence under the Bribery Act 2010;

23.1.2 the Modern Slavery Act 2015 and where applicable implement a due diligence procedure for its own Providers, subcontractors and other participants in its supply chain to ensure that no slavery or human trafficking in its supply chain;

23.1.3 all current legislation relating to non-discrimination and equality in employment (including but not limited to the Equality Act 2010)

23.1.4 the Counter-Terrorism and Security Act 2015 and have due regard for SFRS's Prevent Duty under section 26 of that Act in performing its obligations under this Contract, including (where appropriate) providing training to its personnel to ensure that they are aware of the Prevent Duty.

23.2 If any breach is suspected or known, SFRS may immediately terminate the Contract at no cost to SFRS.

24. Freedom of Information

24.1 The Provider shall ensure that it cooperates with SFRS in relation to Freedom

26 Data Protection

26.1 The Provider shall comply with any notification requirements under the Data Protection Act 1998 (DPA) or current UK Data Protection legislation and shall observe all of its obligations under the DPA which arise during the Contract period, including facilitating SFRS responding to requests from data subjects in connection with exercising their rights under the DPA.

26.2 If a breach does occur by the Provider of its obligations under the DPA then SFRS must be notified within 24 hours of the Provider becoming aware of the break and may terminate the Contract.

26.3 If the Contract is terminated by SFRS the Provider shall comply with SFRS's requirements which may include:

26.3.1 the delivery of the originals of such information, records and papers, including retrieval of such information from sub-processors, to Staffordshire Fire and Rescue Service, Data Protection Officer, HQ, Pirehill, Stone, Staffordshire ST150BS or such other address as specified by SFRS, and/or;

26.3.2 Immediately destroy all original and copies of such information, records and papers and ensure that any sub-processors also comply with this requirement.

27 Provider's other obligations

27.1 SFRS makes the assumption that the Transfer of Undertakings and Protection of Employment Regulations 2006 (TUPE) and Disclosure and Barring Service (DBS) do not apply to its employees in connection with this Contract.

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of Information requests made.

24.2 The Provider must ensure that the information provided to SFRS by the Provider in connection with or arising out of this Contract are accurate and complete in all material respects.

25. Confidentiality

The Provider shall keep confidential all information belonging to or provided by SFRS in connection with this Contract and shall not further use or disclose it to any third party without the express consent of SFRS or except to the extent permitted by law.

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27.2 If the Provider believes that any of its employees placed in the performance of the Contract which makes them subject to TUPE prior to the commencement of the Contract and/or that DBS applies then the Provider is required to notify SFRS immediately.