



DORSET & WILTSHIRE
FIRE AND RESCUE

Standard Terms and Conditions for Goods and Services

1. Definitions

The following words and expressions have the following meaning unless inconsistent with the context:-

“the Authority” shall mean Dorset and Wiltshire Fire and Rescue Authority

“the contract” shall mean the contract between the Authority and the contractor to supply the goods, and /or services consisting of these contract conditions and any such other terms and conditions or contract documentation

“the contractor” shall mean the person or organisation to provide the goods, and/or services in accordance with the contract

“contract conditions” shall mean means these contract conditions

“contract documentation” includes, amongst other things, the specification, invitation to tender, the tender and the contract conditions, the special conditions and the official purchase order

“contract price” shall mean the price(s) for providing the Goods and/or Services as set out in the Tender and accepted by the Authority

“Goods” shall mean the goods to be supplied by the Contractor (or by the Contractor’s sub-contractor) as specified in the Specification.

“invitation to tender” shall mean the invitation issued by the Authority to submit a tender or quotation for the provision of the goods and/or services during the contract Period

“official purchase order” shall mean an order issued by the Authority for the goods and/or services during the contract period

“Public Contracts Directive” shall mean Public Contracts Directive 2014/24/EU

“services” shall mean the services to be supplied as specified in the Specification

“specification” shall mean the detailed specification for the goods and services prepared by the Authority

“special conditions” shall mean any additional conditions which the Authority may apply to the contract and which will form part of the contract documentation

“supporting documentation” means such evidence and other information as the Authority may reasonably require from time to time to be submitted in support of an invoice

“Supervising Officer” shall mean the Authority’s officer responsible for ensuring that the Contractor carries out the Contract in accordance with these terms and conditions

“tender price” shall mean the price(s) for providing the goods, and/or services as set out in the tender and accepted by the Authority

“tender” shall mean the tender or quotation submitted by the contractor for the provision of the goods, and/or services

2. Parties to the contract

2.1 The contract is between the contractor and the Authority.

2.2 A person who is not a party to the contract (including without limitations any employee, officer, agent, representative or sub-contractor or either the Authority or the contractor) shall have no right to enforce any term of the contract, which expressly or by implication, confers a benefit on them without the prior agreement in writing of both parties. For avoidance of doubt, the provisions of the Contracts (Rights of Third Parties) Act 1999 shall not apply to this contract.

3. Contract Period.

3.1. Unless terminated earlier in accordance with these terms and conditions, the period of the contract shall be as agreed by the parties in writing (“the Contract Period”).

3.2. Where the goods and/or services are to be provided by the contractor on a “call-off” basis, the Authority shall be entitled to call-off such goods, and/or services at any time during the contract period even though they may not be delivered until after the end of the contract period and the contract documentation shall be continued accordingly.

4. Agreement

4.1. The contract documentation sets out the entire agreement and understanding between the parties in respect of the subject matter of the contract to the exclusion of any other terms that the Contractor seeks to impose or incorporate or which are implied by trade, custom, practice or course of dealing. No variation of the contract shall be effective unless it is agreed in writing and signed by authorised officers for each party. No terms and conditions put forward at any time by the contractor shall form any part of the contract, unless expressly included in these terms and conditions

4.2. In the event of any conflicts between these terms and conditions and the Special Conditions, the provisions of the Special Conditions shall prevail.

5. Acceptance of Tender

5.1. The Authority does not bind itself to accept the lowest, most economically advantageous or any tender received and reserves the right to accept any tender either wholly or in part.

5.2. Where the contract makes provision for the Authority to “call-off” goods and/or services the Authority gives no guarantee and accepts no liability as to the quantity or value of the goods and/or services to be called-off during the contract period.

6. Contractor to fully inform itself

6.1. On submitting a tender, it is the contractor’s responsibility to ensure it fully understands the requirements. The contractor shall be deemed to have understood the nature and extent of the goods and/or services required.

7. Contract standards

7.1 The contractor shall provide the goods and/or services for the contract period in accordance with the contract documentation and to the satisfaction of the Authority, using the skill, judgement and experience of a person fully qualified and experienced in all areas of business to do so

7.2 Work will be done in a good, substantial and workmanlike manner. Anything supplied will be of satisfactory quality. If the Authority has indicated (either expressly or implication) that it requires something for a specific purpose, it will be provided fit for that purpose. Anything described in the Contract or any other representation made to the Authority will comply with that description and anything sold by reference to a sample will be as good as or better than the sample.

7.3 Work will be done and goods delivered in accordance with any timetable that was stipulated by the Authority or formed part of the Contract. If there was no such timetable agreed then the work will be done and goods delivered in a reasonable time. Time shall be of the essence of the contract unless specifically agreed otherwise.

7.4 Where there is a current appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institute or equivalent European standard, all Goods and materials used or supplied and all workmanship will meet that standard unless the Authority agrees otherwise. The Goods shall comply with all applicable statutory and regulatory requirements relating to the purpose for which the Goods are to be used, including (but not limited to) the manufacture, liability, packaging, storage, handling and delivering of the Goods.

7.5 So long as the contractor complies with this clause 7 and the requirements of clause 22 regarding invoices, the Authority shall pay to the contractor any monies owed for the proper provision of the goods and/or services and any other sums lawfully due under the contract.

8. Supply of goods and property transfer

8.1 The contractor shall supply the Authority the goods as stated in the contract documentation as agreed by the Authority. The property and risk in such goods shall not pass to the Authority until they have been delivered to the specified location and, following a reasonable time for inspection, accepted by the supervising officer or his/her authorised representative and deemed to meet quality requirements and deemed to be fit for purpose.

8.2 The contractor shall transfer good title to the Authority for anything supplied, unencumbered and without any reservation to anyone else.

9. Rejected

9.1 Without prejudice to any other right or remedy available to the Authority, the Authority shall be entitled to reject any Supplies that fail to comply with contractual requirements and any other supplies to be supplied by the Contractor which are of identical design or to identical specification as the faulty Supplies and the Contractor shall reimburse to the Authority the price paid for such Supplies in full.

9.2 Without prejudice to any other right or remedy available to the Authority, if so requested by the Authority, the Contractor shall at its own cost promptly repair, replace or rectify the Supplies to the Authority's reasonable satisfaction.

9.3 The Contractor shall immediately, at its own expense, remove such rejected Goods. If the Contractor shall fail to remove rejected Goods within three (3) Working Days of notice requiring such removal the Authority may cause the

same to be removed. The Authority shall be at liberty to deduct all expenses incurred in such removal from any monies due or that may become due to the Contractor or otherwise to recover that amount from the Contractor.

9.4 The Authority shall have power to purchase elsewhere other supplies as near as practicable to the Specification as circumstances permit in the place of Supplies rejected and/or considered to be of an unsatisfactory standard. The Authority shall also have such power in circumstances where the Contractor has supplied a quantity less than that ordered and required unless the Contractor shall forthwith provide Supplies that shall be sufficient and satisfactory.

9.5 Any excess cost incurred by the Authority over the agreed Contract price together with all charges and expenses arising from the purchase of such other goods or performance of such services shall be recoverable by the Authority from the Contractor. The Authority shall be entitled to set against and deduct from the Price any monies owing to it from the Contractor.

9.6 The Authority shall have the option of paying a reduced price for any Supplies not of the specified quality or standard, or deficient in measure, according to the Authority's evaluation.

10. Delivery, packaging and disposal

10.1 The contractor shall be responsible for the delivery of goods to the Authority and shall proactively operate to minimise the carbon impact of delivery. No charge will be made for delivery unless this was set out in the Contract and has been agreed by the Authority. If a third party is used to transport or deliver the goods, they are agent to the contractor and the contractor is responsible for their actions or failures. Goods remain at the contractors risk until delivered in accordance with the contract.

10.2 The contractor shall use all reasonable efforts to minimise the use of packaging, which shall be preferably recoverable by the contractor or where this is not practicable shall be reusable or recyclable by the Authority.

10.3 In the event that the contractor is required to dispose of the Authority's existing assets, by way of example and not limited to; electrical goods, waste products, lighting, consumables, the contractor must dispose of these in accordance with the relevant legislation and must provide the Authority with copies of documentary evidence of legal compliance.

11. Performance of Services

11.1 The contractor shall ensure that the services shall be performed in accordance with the highest professional standards and shall conform to any and all codes of practice, performance ratings, and quality standards as are laid down in the contract documentation or relate to the nature of the work performed.

11.2 The contractor shall notify the supervising officer promptly of any issue that does or could prevent or hinder the contractor in the performance of the services or where the contractor becomes aware of any failure on its part to perform all or part of the contract.

11.3 The contractor shall be responsible for any costs incurred in rectifying service faults.

11.4 The contractor shall at all times perform the services strictly in accordance with the specification.

11.5 The contractor shall supervise all work, which forms part of the services by management or supervisory staff who satisfy the requirements set out in the specification.

12. Delivery, Failure of delivery or non-attendance

12.1 The contractor shall deliver the goods on the date specified in the contract documentation

12.2 Where the contractor is unable to provide the goods and/or services on any particular date (for whatever reason) then the contractor shall propose an alternative date to be agreed with the Authority, and time shall be of the essence.

12.3 The Authority reserves the right to reject the alternative date proposed by the contractor and to terminate the contract immediately. The Authority is entitled to engage an alternative supplier to provide the goods and/or services in any event and in particular in the event of the contractor being unable to offer an acceptable date.

12.4 In the event the Authority terminates the Contract or engages an alternative supplier under clause 12.2 above, the Authority shall not be liable to pay the contractor for the goods and/or services that the contractor did not deliver on the specified date and shall not be liable for any losses incurred by the Contractor.

13. Staffing

13.1 The contractor must ensure that its personnel:

13.1.1. have relevant experience and training and qualifications to enable them to supply and deliver the goods and/or services appropriately

13.1.2 maintain strict discipline and good order and shall not engage in behaviour or activities which could be contrary to or detrimental to the Authority's interests or reputation;

13.1.3 abide by the standards, rules and regulations established by the contractor, including completion of time recording requirements and all safety and other regulations;

13.1.4 where provided with details of keys, security codes or other security details, keep the same secure at all times and not release or disclose the same (as the case may be) otherwise than to the supervising officer or to another person engaged by contractor in the provision of the contract who reasonably requires the release or disclosure in order to perform the contract.

13.1.5 be available to the Authority, in the case of managers, either by telephone or in person, to discuss and manage issues concerning the provision of the contract during normal office hours i.e. Monday to Friday, excluding public holidays, between 08 00 hours and 16 30 hours.

13.2 The Authority reserves the right to require removal from the contract of any individual or sub-contractor used by the contractor whose continued involvement in the delivery of the goods and/or services would in the reasonable opinion of the supervising officer be undesirable.

14. Contractor's status

14.1 In carrying out the contract the contractor shall be acting as principal and not as the agent of the Authority.

14.2 The contractor shall not in any circumstances hold itself out as being the servant or agent of the Authority or hold itself out as being authorised to enter into any Agreement on behalf of the Authority or in any bind the Authority.

14.3 Nothing in this contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties, and accordingly neither Party shall be authorised to act in the name of, or on behalf of, or otherwise bind the other Party save as expressly permitted by the terms of Contract.

15. Advertising

15.1. The contractor shall not advertise the fact that it is providing goods and/ or services to the Authority under the contract other than with the written permission of the supervising officer.

16. Use of premises

16.1 The Authority may, during the period of the contract, permit the contractor to use free of charge, such storage space, office facilities and equipment of the Authority as may from time to time be designated by the Authority for use by the contractor. In such an event the parties agree that there is no intention on the part of the Authority to create a tenancy of whatsoever nature in favour of the contractor or their staff and that no such tenancy shall become into being. The Authority can revoke this permission at any time.

17. The Authority's responsibilities

17.1 The Authority will from time to time appoint a supervising officer and will notify the contractor the identity and contact details of such person and will also notify the contractor of all others authorised to act on behalf of or in place of the supervising officer.

17.2 The supervising officer or his/her authorised representative(s) shall be responsible for commissioning goods and services and for agreeing related costs.

18. Quality Monitoring

18.1 The Authority may monitor the performance of the contractor by any means, which are practical and reasonable.

18.2 The contractor shall ensure that a suitable member of the contractor's personnel attends periodic monitoring meetings, together with such other meetings as are reasonably required by the Authority in relation to the performance of the contractor under the contract.

19. Complaints Procedure

19.1 The contractor shall ensure provision of a procedure that will allow a fast and effective resolution of any problems encountered under the contract. This could be attained through direct daily contact with the local staff, senior management and regular contract meetings, as appropriate.

19.2 The contractor shall maintain a log of complaints detailing;

- time and date of receipt of complaint and sufficient details to allow the Authority's supervising officer to determine to nature of the complaint, location and person who has raised the complaint

- time at which the complaint was resolved
- results of investigations
- actions taken (if any) to remedy the defects
- responses to the person raising the complaint, including time at which response given to complainant

21. Currency

21.1 The contract price shall be paid in sterling.

22. Official purchase orders and payments

22.1 The Authority will provide the contractor with an official purchase order, in advance, for the supply of goods and /or services. The official order number must be quoted on all invoices. No goods and/or services shall be supplied or carried out unless the Authority has issued the contractor with an official purchase order. No payment will be made or liability accepted by the Authority in respect of goods supplied or delivered and/or services carried out other than in accordance with this condition.

22.2 Where estimated quantities required are listed in any invitation to tender or other documents, such estimated quantities are provided as a guide only. The Contractor acknowledges that the Authority does not guarantee the quantities ordered.

22.3 An invoice accompanied by supporting documentation shall be submitted by the contractor to the supervising officer, in arrear, either on completion of the whole order or, if expressly agreed by the Authority, at the end of each month of the contract period and thereafter until all goods and/or services have been provided. The invoice shall identify clearly identify separately:

22.3.1 the value identified in the tender of the goods, and/or services provided during that month then ended in accordance with the contract documentation.

22.3.2 the calculation of the matters in 22.3.1.

22.3.3 The official order number

22.4 The Authority shall pay to the contractor the amount properly due to the contractor under the terms of this contract within thirty (30) days of receipt of a valid undisputed invoice and supporting documentation. The contractor will also be required to ensure that its contracts also state that payment will be made to its own contractors within thirty (30) days of receipt of a valid undisputed invoice and this condition is required to be imitated down the supply chain.

22.5 Payment will be made through the Bank Automated Clearing System (BACS) and the Contractor shall provide the Authority with bona fide bank details prior to commencement of the contract to enable the Authority to make such payments.

23. Value Added Tax

23.1 The Authority shall in addition pay to the contractor any Value Added Tax ("VAT") properly chargeable on the sums correctly invoiced within the time specified in clause 22.3, subject to the receipt of a valid VAT invoice.

24. Force Majeure

24.1 In the event of an Act of God or Force Majeure (which shall include acts of government, fire, tempest, acts of war and related matters, which are both beyond the control of the contractor and are such that the contractor with the application of all due diligence and foresight could not prevent) which causes the cessation of or substantial interference with the provision of the goods, and/or services by the contractor, the duty of the contractor to provide the goods, and/or services shall be suspended until such circumstances have ceased. The Authority shall not be liable to make any payment to the contractor in respect of such suspension and any such sum already paid in respect of any part of the goods and/or services not yet provided shall be held to the credit of the Authority and returned to the Authority.

24.2 If the period of suspension under clause 24.1 lasts for longer than one month, either party may serve upon the other one-month's written notice of termination of the contract. Unless the contractor shall have resumed the provision of the goods and/or services in accordance with the contract, the contract shall terminate in accordance with such notice.

25. Assignment and Subcontracting

25.1 This contract and all rights under it may be assigned or transferred by the Authority.

25.2 The contractor may not assign or sub-contract any of its rights or duties under this contract without the express written approval of the supervising officer.

26. Observance of Statutory Requirements

26.1 The contractor shall comply with all relevant legal provisions, whether in the form of Orders, Regulations, Statutes, Statutory Instruments, Codes of Practice, Byelaws, Directives or the like, to be observed and performed in connection with the services provided under the contract, and shall indemnify the Authority accordingly against any loss or damage caused by non-compliance with any such legal provisions.

26.2 The contractor shall operate at all times in such a way so as not to bring the Authority into disrepute.

27. Health and Safety

27.1 The contractor shall at all times, in the provision of the services, comply with the requirements of the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1999, the Electricity at Work Regulations 1999, and of any other legal provisions pertaining to the health and safety of its own staff, the Authority's employees and others who may be affected by its performance of this contract.

27.2 The contractor shall promptly notify the Authority of any health and safety hazards which may arise in connection with the performance of its obligations under the contract. The Authority shall promptly notify the contractor of any health and safety hazards which may exist or arise at the premises and which may affect the contractor in the performance of its obligations under the contract.

27.3 Whilst on the premises of the Authority, the Contractor's employees, agents and sub contractors will comply with the Authority health and safety policy from time to time in force and all rules and regulations notified to the Contractor by the Authority from time to time relating to such premises

28. Equal Opportunities

28.1 The Authority has a legal duty to promote equality and:

28.1.1 actively work to eliminate discrimination, harassment and victimisation and any other conduct that is prohibited under the Equality Act 2010, which subsumes all previous equality legislation

28.1.2 advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it.

28.1.3 foster good relations between persons who share a relevant protected characteristic and persons who do not share it

Note: The protected characteristics cover race, disability, sex, age, religion or belief, sexual orientation, gender reassignment and pregnancy & maternity.

28.2 All contractors providing goods and services for the Authority shall demonstrate their ability to support the Authority in this duty, through effective management throughout the life of the contract of appropriate equality policies and behaviour, promoting equality and diversity activities through their organisations' practices, providing appropriate training to personnel and ensuring that all individuals are treated fairly and have the opportunity to fulfil their potential.

28.3 The contractor shall operate an equal opportunities policy which complies with statutory obligations under the Equality Act 2010 (as may be amended), incorporating the equality duties.

28.4 The contractor shall provide the Authority, on request, with evidence of compliance with statutory obligations and initiatives to promote equalities in its business activities.

29. The Environment

29.1 The contractor shall operate in an environmentally conscious manner and in accordance with relevant legislation, taking into consideration the impact of its activities and operations on the environment and actively seeking to minimise or eliminate those impacts.

29.2 The contractor and its personnel must cooperate with the Authority's officers over the implementation of the Authority's Environmental Policy and Action Plan, including the provision of data and information to enable the Authority to monitor, track and report on its activities.

30. Intellectual Property

30.1 All and any intellectual property rights developed under the contract or arising from the provision of the services by the contractor shall belong to the Authority and the contractor agrees that it shall execute or cause to be executed (by its personnel if necessary) all deeds, documents and acts required to vest said intellectual property rights in the Authority.

30.2 The contractor shall not, in connection with the performance of the contract, use, manufacture, supply or deliver any process, article, matter or thing where the use, supply or delivery of which would be an infringement of any Intellectual Property Rights.

31. Data Protection

31.1 The contractor warrants that it will observe all its obligations under the Data Protection Act 1998 (“the Act”) and any regulations made thereunder, which arise in connection with the contract.

31.2 Where the contractor receives any personal data as defined by the Act from the Authority, it shall ensure that it fully complies with the provisions of the Act and only deals with the data to fulfil its obligations under the contract.

31.3 The contractor shall indemnify the Authority for any breach of the Act which renders the latter liable for any costs, claims or expenses.

31.4 In fulfilment of its obligations under the Act, the contractor shall have such systems in place to ensure:

31.4.1 full compliance with the Act

31.4.2 in particular, compliance with the Seventh Data Protection Principle which deals with the security of personal data

31.4.3 the reliability of all its employees who may be involved in processing the personal data

31.5 The contractor shall take all reasonable steps to ensure that all its partners, contractors or agents comply with this clause where they are processing any of the Authority’s personal data on behalf of the contractor.

31.6 The contractor shall allow the Authority reasonable access to such information as is necessary to ensure that it is complying with the above provisions and the Act as a whole.

31.7 The contractor shall notify the Authority of any breaches of the Act that affect the Authority’s data within 24 hours of such a breach occurring.

31.8 The provisions contained in clause 31 shall survive the expiry or termination of the contract howsoever caused and shall continue thereafter in full force and effect.

32. Fraud and Corruption and the Bribery Act 2010.

32.1 The contractor shall operate a policy which complies with statutory obligations under the Bribery Act 2010, which shall be supported and lead by its senior management.

32.2 The contractor shall have in place and operate proportionate procedures to risk assess and mitigate the bribery risks that it may face and shall conduct due diligence when engaging personnel, consultants, representatives, agents and suppliers, in local and overseas markets, communicate and train its staff on their obligations and regularly monitor and review the effectiveness of the practices in place.

32.3 The Authority shall be entitled to cancel the contract and to recover from the contractor the amount of any loss resulting from such cancellation.

32.3.1 The contractor has offered, given or agreed to give any person any gift or consideration of any kind to act as an inducement or reward for doing or forbearing to do or for having done or forborne to any action in relation to the obtaining or execution of the contract or any other contract with the Authority.

32.3.2 This also includes showing favour or forbearing to show disfavour to any person in relation to the contract or any other contract with the Authority.

32.3.3 If the like acts shall have been done by any person employed by it or acting on its behalf (whether with or without the knowledge of the contractor), or if in relation to any contract with the Authority the contractor or any person employed by it or acting on its behalf shall have committed any offence under the Bribery Act 2010 or 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.

32.4 The contractor shall provide the Authority, on request, with evidence of compliance with statutory obligations.

32.5 The provisions contained in this clause 32 shall survive the expiry or termination of this contract howsoever caused and shall continue thereafter in full force and effect.

33. Conflicts of Interest

33.1 The contractor shall operate a system for dealing with potential conflicts of interest. The contractor shall take appropriate steps to ensure that neither the contractor nor any staff is placed in a position where, in the reasonable opinion of the Authority, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the contractor and the duties owed to the Authority under the provisions of the contract. The contractor will disclose to the Authority full particulars of any such conflict of interest which may arise.

34. Provision of information

34.1. The contractor shall recognise that the Authority has obligations to third parties to provide information concerning the proper performance of its functions and is subject to the requirements of the Freedom of Information Act 2000 and Environmental Information Regulations and shall assist and cooperate with the Authority (at the contractor's expense) to enable the Authority to comply with these Information disclosure requirements.

34.2. The Contractor shall:

a) Transfer all requests for information to the Authority as soon as practicable after receipt and in any event within two working days of receiving a request for information,

b) Provide the Authority with a copy of any information in its possession or power in the form that the Authority requires within five working days of the Authority requesting it; and

c) Provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to a request for information within the time for compliance set out in Section 10 of the Act.

34.3 The contractor acknowledges and accepts that the Authority may be obliged to publish information, from time to time, relating to contracts that it has entered and payments made to contractors

35. Confidentiality and Freedom of Information Act 2000

35.1. Without prejudice to the application of Freedom of Information Act 2000, and the Local Government Transparency Code 2015, information obtained by the contractor and its employees shall be treated as confidential.

35.2 In accordance with the provisions of the Freedom of Information Act 2000, the Authority is obliged to release information to individuals, upon request, under their right to obtain recorded information held by public authorities, unless covered by one of the 23 exemptions which protect certain information. This right is retrospective regardless of the date the information was generated and must be provided within 20 working days of a request.

35.3 The contractor must clearly identify any information or documents to the Authority which they consider to be commercially confidential or covered by one of the exemptions under the Freedom of Information Act 2000 and which the Authority should not release to a third party without the prior agreement of contractor.

35.4 The contractor will treat as secret and confidential and shall not at any time for any reason disclose or permit to be disclosed to any person or otherwise make use of or permit to be made use of any information, materials or documents relating to the Authority's business received in connection with the contract and upon termination for whatever reason the contractor shall to the extent allowed by law deliver up to the Authority all working papers, computer disks and tapes or other material and copies provided to or prepared by the contractor pursuant either to this contract or any previous obligation owed to the Authority.

35.5 The Contractor shall keep in strict confidence all confidential information (including but not limited to technical or commercial know-how, specifications, inventions, processes or initiatives) which have been disclosed to it by the Authority, and any other information concerning the Authority's business, its activities and services. The Contractor shall only disclose such information to those of its employees, agents, and subcontractors who need to know it for the purpose of discharging its obligations under the Contract, The Contractor shall indemnify the Authority for any losses incurred by the Authority due to its breach of this clause 35.

35.6 The provisions contained in this clause 35 shall survive the expiry or termination of this contract howsoever caused and shall continue thereafter in full force and effect.

36 Transparency Requirements

36.1 The contractor hereby confirms that it:

- understands that the Authority routinely publishes local spending data in relation to invoices, grant payments, expenses payments and other transactions over £500, including details of contracts and tenders over £500, in accordance with the Local Government Transparency Code 2015.
- Agrees that the Authority may therefore publish details (in accordance with the Transparency requirements) of the contract and will comply with any reasonable request from the Authority in order to assist the Authority in complying with its transparency obligations.

37. Information on Re-tendering and Migration of Services

37.1 If requested to do so by the supervising officer, the contractor shall, at its own expense, provide to the Authority any and all relevant information to permit the Authority to prepare the necessary documentation in respect of any subsequent tendering or re-tendering of the services. The information required shall be sufficient to enable the Authority to meet its legal obligations and to obtain the best value for money reasonably obtainable in a tendering exercise.

37.2 The contractor shall promptly provide to the Authority or any subsequent provider of the services (as appropriate) such information and records as it shall reasonably require to ensure a smooth transition and

continued efficient provision of the services to the Authority by a subsequent provider. At the end of the contract Period all records and documents relating to the provision of the services shall vest in the Authority.

37.3 The contractor shall at no cost to the Authority co-operate fully with the Authority to ensure an orderly migration of the services or replacement services to the Authority, or, at the Authority's request, to a new service provider.

37.4 Where it has been identified that Transfer of Undertakings (Protection of Employment) Regulations 2006 (TUPE) may apply on the migration to a new contractor of services under the contract, the contractor shall, at its own expense, promptly provide to the Authority any and all relevant and accurate information as the Authority may reasonably require at any time during a tendering exercise in relation to employees of the contractor engaged in performing the contract.

38. Assistance in Legal Proceedings

38.1 If requested to do so by the supervising officer, the contractor shall co-operate fully with the Authority (including, but not limited to the provision of documentation and statements from staff) in connection with any legal proceedings, Ombudsman enquiries, inquiry, arbitration tribunal or court proceedings in which the Authority may become involved, or any relevant disciplinary hearing internal to the Authority, arising out of the provision of the services, and the contractor shall if requested by the supervising officer give evidence in such inquiries, arbitration, proceeding or hearings.

39. Insurance and Indemnities

39.1 Insurance

During the term of the Contract and for a period of one year thereafter or as specified by the Customer, the Supplier shall maintain in force where applicable and with a reputable insurance company, the following:-

- Public and products liability insurance and professional indemnity insurance to cover the liabilities that may arise under or in connection with the Contract as appropriate, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

39.2 Indemnity

The Supplier shall keep the Customer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered incurred by the Customer as a result of or in connection with:

- any claim made against the Customer for actual or alleged infringement of a third party's intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services, to the extent that the claim is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;
- any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defects in the

Goods are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

- any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

This clause 39 shall survive termination of the Contract.

40. Notices

40.1 No notice to be served upon the Authority shall be valid or effective unless it is addressed by name to the supervising officer and sent to them at Headquarters, Dorset & Wiltshire Fire and Rescue Service, Fiver Rivers Community Health & Wellbeing Centre, Hulse Road, Salisbury, SP1 3NR (or as otherwise notified to the contractor in writing) by Recorded Delivery post or delivered by hand to the Headquarters.

40.2 Any notice to be served upon the contractor shall be valid and effective if it is addressed to the contractor and sent by Recorded Delivery post or delivered by hand to the Registered Office or principal place of business of the contractor, or to the premises of the contractor from which the provision of the goods and/or services are organised; or is delivered by hand to a partner, director, or other appropriate member of the contractor's staff.

41. Business Continuity Plan and Disaster Recovery

41.1 The Contractor shall ensure that a Disaster Recovery Plan, acceptable to the Authority, is in place for its own organisation, premises and operations.

41.2 The contractor shall ensure that Business Continuity Plans, acceptable to the Authority, are in place to ensure the continued supply of goods and/or services to the Authority according to the quality and timelines specified within the contract

41.3 The contractor shall provide the Authority, on request, with a copy of its Disaster Recovery and Business Continuity Plans.

42. Dispute resolution

42.1 If there is any dispute concerning either party's material non-conformance with its obligations or interpretation of the contract the parties shall use their reasonable endeavours to reduce the time to reach a resolution of the dispute.

42.2 The dispute shall be referred to the first management level (the supervising officer) for discussion and resolution and that meeting shall take place within five (5) working days of the written request by the requesting party.

42.3 If the dispute is not resolved at this level at the meeting, the dispute shall be referred to the second management level, who must meet within five (5) working days of the reference to attempt to resolve the dispute.

42.4 If any of the above is unable to attend a meeting, a substitute shall attend and such substitute will have at least the same seniority and be authorised to settle the unresolved dispute.

42.5 If the dispute remains unresolved after the above process has been followed, the dispute shall then be referred to mediation. Mediation shall take place in through a recognised mediation provider, such as ACAS, as agreed by both parties. Neither party shall seek to refer the dispute to an Expert or to the Courts unless the mediation process fails to resolve the dispute.

42.6 The provisions contained in this clause 41 shall survive the expiry or termination of this contract howsoever caused and shall continue thereafter in full force and effect

43. Termination

43.1 This contract shall terminate at the end of the contract period unless terminated earlier by either party giving not less than three (3) months' notice in writing to terminate at any time.

43.2 Without prejudice to any other rights and remedies it may possess the Authority shall be entitled forthwith upon the happening of any of the following events to terminate this contract by notice in writing, such events being:

43.2.1 discovery of a material misrepresentation by the contractor during the tendering process:

43.2.2 persistent minor breaches of the contract by the contractor;

43.2.3 the contractor having failed to perform a substantial part of the services or having committed any other breach of contract which in the reasonable opinion of the supervising officer justifies termination of the contract;

43.2.4 the contractor suffering any distress or process of execution to be levied on its goods;

- the contractor consists of one or more individuals, any one of them committing any act of bankruptcy or having a bankruptcy order made against him/her;
- the contractor entering into (whether an individual or a body corporate) any arrangement, agreement or composition with and for the benefit of its creditors (including a voluntary arrangement under the provisions of the Insolvency Act 1986);
- the contractor consists of a body corporate, the contractor or its parent company having a winding-up order made or (except for the purpose of amalgamation or reconstruction) a resolution passed for voluntary winding-up;
- the Contractor having an application made for the appointment of an administrator, administrative receiver or receiver having been appointed over the whole or any part of its business and/or assets; or having a provisional liquidator, receiver or manager of the whole or any part of its business appointed;
- the Contractor having possession taken of any of its property comprised in a floating charge by or on behalf of the holders of any debentures secured by the floating charge.

43.3 The Authority shall be entitled to give notice to terminate the contract with immediate effect if any of the following grounds apply:-

43.3.1 Where the Contract has been subject to a substantial modification that constitutes a new contract award

43.3.2 Where it is discovered after contract award that the Contractor should have been excluded on one of the mandatory exclusion grounds in regulation 57(1) of the Public Contracts Regulations 2015

43.3.3 Where the Court of Justice of the European Union has declared a serious infringement by the Authority meaning that the Contract should not have been awarded by the Authority to the Contractor

43.4 Termination of the contract for any reason shall not affect any rights, which have accrued to either party at the date of termination.

43.5 The provisions contained in this clause 42 shall survive the expiry or termination of this contract howsoever caused and shall continue thereafter in full force and effect.

44. Severability

44.1 If any part of the contract is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of the contract which will continue to be valid and enforceable to the fullest extent permitted by law.

45. Waiver

45.1 The failure of either party to insist upon strict performance of any provision of the contract, or the failure of either party to exercise, or any delay in exercising, any right or remedy shall not constitute a waiver of that right or remedy and shall not cause a diminution of the obligations established by the contract.

46. Applicable Law

46.1 The contract shall be governed by English Law in every particular including formation and interpretation and shall be deemed to have been made in England. Each party irrevocably agrees that the Courts of England and Wales shall have exclusive jurisdiction to settle any claim arising out of or in connection with this Contract.

47. Survival of Terms

47.1 No term shall survive expiry or termination of this contract unless expressly provided

48. Environmental, social and labour requirements

48.1 In performance of their obligations under the agreement the Contractor shall comply with the applicable obligations in the field of environmental, social and labour law, collective agreements and the internal environmental, social and labour law provisions listed in Annex X of the Public Contracts Directive

49. Variations

49.1 Any variation to any of the terms of this contract shall be recorded in writing after first being agreed by both parties before such a variation is to take effect

50. Whistleblowing Policy

50.1 The Authority operates a confidential whistleblowing policy applicable to all employees and to contractors carrying out work on behalf of the Authority. Details of the policy are available on request