



Conditions of Contract

These conditions do not apply if a formal written contract is already in place

1. Definitions - In these conditions:-

- (i) "Department" means The Fire Service College.
- (ii) "Contractor" means the supplier of any Goods or Services under the Contract.
- (iii) "Contract" means the documents forming the Contractor's quotation or tender and the Department's acceptance thereof, including this Purchase Order.
- (iv) "Goods" means anything supplied or to be supplied to the Department under the Contract.
- (v) "Services" means any services provided or to be provided to the Department under the Contract.

2. Law

The Contract shall be governed by and interpreted in accordance with English Law.

3. Variations to the Contract

The Contract may only be varied in writing.

4. Invoices and Payment

A priced invoice showing VAT separately and bearing this Purchase Order number shall be forwarded to the address given. Payment shall be made within 30 days of delivery or completion of the Goods or Services whichever is the later, except where the invoice is in dispute.

5. Corrupt Gifts and Payments of Commission

The Contractor shall not receive or agree to receive from any person or offer or agree to give to any person, or procure for any person, any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person in relation to the Contract. The contractor shall comply with all applicable laws and regulations and codes relating to anti-bribery and anti-corruption, including but not limited to, the Bribery Act 2010.

6. Official Secrets Acts

The Contractor shall take all reasonable steps to ensure that all persons employed by him or by any sub-contractor in connection with the Contract are aware of the Official Secrets Acts 1911 to 1989, and that these Acts apply to them during and after performance of any work under or in connection with the Contract.

7. Disclosure of Information

As a government agency, the Department may release information about the contract if required to do so under the terms of Freedom of Information Act or the Government's Transparency Agenda.

The Contractor shall keep confidential all aspects of the Contract and information about the Department unless the information is already in the public domain or the Department has authorised disclosure of



specific information. The department may consult with the contractor to inform its decision regarding any redactions but the department shall have the final decision in its absolute discretion. The contractor shall assist and co-operate with the department to enable the department to publish this contract.

8. Intellectual Property Rights

Subject to any prior rights of the Contractor, and to the rights of third parties or of the Crown arising otherwise than under this Contract, all intellectual property rights, including copyright, resulting from this Contract shall vest in and be the absolute property of the Crown.

9. Termination

If the Contractor fails to fulfil his obligations under the Contract, the Department may terminate the Contract forthwith and recover any costs from the Contractor in accordance with condition 13.

10. Break

The Department shall, in addition to its powers under these conditions, have the power to terminate the Contract at any time by giving the Contractor one month's written notice. The Department reserves the right to direct the Contractor to cease all work connected with the Contract during the period of notice. Where the Department has invoked either of these rights, the Contractor may claim reasonable costs necessarily and properly incurred by him, excluding loss of profit. For the avoidance of doubt the Contractor's claim under this condition may not exceed the total cost of the Contract.

11. Sub-contracting and assignment

The Contractor shall not sub-contract or transfer, assign, charge, or otherwise dispose of the Contract or any part of it without the prior written consent of the Department. Where the Contractor enters into a contract with a supplier or subcontractor for the purpose of performing the Contract or any part of it, he shall cause a term to be included in such contract which requires payment to be made by the Contractor to the supplier or sub-contractor within a period not exceeding 30 days from receipt of a valid invoice as defined by the Contract requirements.

12. Loss or Damage

The Contractor shall, without delay and at his own expense, reinstate, replace or make good to the satisfaction of the Department, or if the Department agrees, compensate the Department, for any loss or damage connected with the execution of the Contract, except to the extent that such loss or damage is caused by the neglect or default of the Department. "Loss or damage" includes: loss or damage to property; personal injury to or the sickness or death of any person; loss of profits or loss of use suffered as a result of any loss or damage.

13. Recovery of Sums from Contractor

Whenever under the Contract any sum or sums of money shall be recoverable from or payable by the Contractor to the Department, the same may be deducted from any sum then due, or which at any later time may become due, to the Contractor under the Contract or under any other contract with the Department or with any Department, Agency or office of Her Majesty's Government.

14. Notices

Notices may be served by delivery to the Contractor or by sending them by facsimile or by ordinary pre-paid post to the Contractor's principal place of business when they shall be deemed to be served on the day when, in the ordinary course of the post, they would have been delivered.

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15. Environmental Requirements

(i) The Contractor shall supply the Goods or provide the Services in accordance with the Department's environmental policy, which is to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, Volatile Organic Compounds and other substances damaging to health and the environment.

(ii) All written work in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post consumer waste and used on both sides where appropriate.

16. Security

The Contractor shall ensure that any of his staff who have access to or are employed on the Department's premises, comply with the Department's safety and security procedures and instructions.

17. Conditions for the supply of Goods - Contractor's duties

The Contractor shall supply the Goods specified in this Purchase Order. Goods may be returned at the Contractor's expense if they do not correspond with this Purchase Order.

All Goods shall be delivered, carriage paid, at the place and time specified and only between 9.00 am and 4.00 pm Mondays to Fridays, unless otherwise agreed. An Advice Note must be sent by post and a Delivery Note must accompany the Goods.

The cost of packaging will be deemed to be included in the cost of the Goods. If the Contractor requires packaging to be returned, it will be returned at the Contractor's expense. Maximum use must be made of recycled materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging. Packaging must be capable of recovery for reuse or recycling.

18. Conditions for the supply of Services - Contractor's duties

The Contractor shall perform the Services specified with all reasonable skill, care and diligence and in accordance with any legislative and statutory requirements.

19. Crown Information

Information from official sources which is protected by Crown copyright, Crown database right or the copyright of the Queen's Printer and Controller of HMSO or the Queen's Printer for Scotland. It also includes information where the copyright has been assigned to or acquired by the Crown.