



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. Authority Data

The Contractor shall not delete or remove any proprietary notices contained within or relating to the Authority Data. The Contractor shall not store, copy, disclose, or use the Authority Data except as necessary for the performance by the Contractor of its obligations under this Agreement or as otherwise expressly authorised in writing by the Authority. To the extent that Authority Data is held and/or processed by the Contractor, the Contractor shall supply that Authority Data to the Authority as requested by the Authority. The Contractor shall take responsibility for preserving the integrity of Authority Data and preventing the corruption or loss of Authority Data. The Contractor shall ensure that any system on which the Contractor holds any Authority Data, including back-up data, is a secure system that complies with the Security Policy. If at any time the Contractor suspects or has reason to believe that Authority Data has or may become corrupted, lost or sufficiently degraded in any way for any reason, then the Contractor shall notify the Authority immediately and inform the Authority of the remedial action the Contractor proposes to take.

9. Protection of Personal Data

With respect to the parties' rights and obligations under this Agreement, the parties agree that the Authority is the Data Controller and that the Contractor is the Data Processor.

The Contractor shall:

- Process the Personal Data only in accordance with instructions from the Authority (which may be specific instructions or instructions of a general nature as set out in this Agreement or as otherwise notified by the Authority to the Contractor during the Term);
- Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by Law or any Regulatory Body;
- implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to

the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

- take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;
- obtain prior written consent from the Authority in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;

- ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause [9. Protection of Personal Data]
- ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority;
- notify the Authority (within five Working Days) if it receives:
 - a request from a Data Subject to have access to that person's Personal Data; or
 - a complaint or request relating to the Authority's obligations under the Data Protection Legislation;
- provide the Authority with full cooperation and assistance in relation to any complaint or request made, including by:
 - providing the Authority with full details of the complaint or request;
- complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Authority's instructions;
- providing the Authority with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Authority); and
- providing the Authority with any information requested by the Authority;

permit the Authority or the Authority Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit, in accordance with clause [reference] (Audits), the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Authority to enable the Authority to verify and/or procure that the Contractor is in full compliance with its obligations under this Agreement;

provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Authority); and

not Process Personal Data outside the European Economic Area without the prior written consent of the Authority and, where the Authority consents to a transfer, to comply with:

- the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is transferred; and
- any reasonable instructions notified to it by the Authority.

The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Agreement in such a way as to cause the Authority to breach any of its applicable obligations under the Data Protection Legislation.

10. Freedom of Information

The Contractor acknowledges that the Authority is subject to the requirements of the Code of Practice on Government Information, FOIA and the Environmental Information Regulations and shall assist and cooperate with the Authority to enable the Authority to comply with its Information disclosure obligations.

The Contractor shall and shall procure that its Sub-contractors shall:

- transfer to the Authority all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
- provide the Authority with a copy of all Information in its possession, or power in the form that the Authority requires within five Working Days (or such other period as the Authority may specify) of the Authority's request; and
- provide all necessary assistance as reasonably requested by the Authority to enable the Authority to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

The Authority shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations.

In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Authority.

The Contractor acknowledges that (notwithstanding the provisions of Clause 9 [9. Protection of Personal Data] the Authority may, be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Services:

- in certain circumstances without consulting the Contractor; or
 - following consultation with the Contractor and having taken their views into account;
- provided always that where [reference] applies the Authority shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.

The Contractor shall ensure that all Information is retained for disclosure and shall permit the Authority to inspect such records as requested from time to time.

11. Confidentiality

Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Agreement, each party shall:

- treat the other party's Confidential Information as confidential [and safeguard it accordingly]; and
 - not disclose the other party's Confidential Information to any other person without the owner's prior written consent.
- Clause 9 [9. Protection of Personal Data] shall not apply to the extent that:
- such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, Code of Practice on Access to Government Information or the Environmental Information Regulations pursuant to clause [reference] (Freedom of Information);
 - such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
 - such information was obtained from a third party without obligation of confidentiality;
 - such information was already in the public domain at the time of disclosure otherwise than by a breach of this Agreement; or
 - it is independently developed without access to the other party's Confidential Information.

The Contractor may only disclose the Authority's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Services and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.

The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Authority's Confidential Information received otherwise than for the purposes of this Agreement.

Nothing in this Agreement shall prevent the Authority from disclosing the Contractor's Confidential Information:

- to any Crown Body or any other Contracting Authority. All Crown Bodies or Contracting Authorities receiving such Confidential Information shall be entitled to further disclose the Confidential Information to other Crown Bodies or other Contracting Authorities on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown Body or any Contracting Authority;
- to any consultant, contractor or other person engaged by the Authority or any person conducting an Office of Government Commerce gateway review;
- for the purpose of the examination and certification of the Authority's accounts; or
- for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Authority has used its resources.

The Authority shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause [reference] is made aware of the Authority's obligations of confidentiality.

Nothing in this clause [9: Protection of Personal Data] shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Agreement in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of IPR.

12. 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.

13. 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.

14. 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.

15. 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.

16. 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.

17. 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.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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.

23. 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.