

## DHSC Terms and Conditions for the Supply of Goods

<b>The Authority</b>	<b>THE SECRETARY OF STATE FOR HEALTH AND SOCIAL CARE, acting as part of the Crown of 39 Victoria Street, Westminster, London SW1H 0EU</b>
<b>The Supplier</b>	<b>Kingsbury Press Ltd (Company Number 7853306) Unit 7 Ontario Drive Doncaster South Yorkshire DN11 0BF</b>
<b>Date</b>	8th June 2020
<b>Type of Goods</b>	<b>PPE Visors</b>

This Contract is made on the date set out above subject to the terms set out in the Order Form and schedules ("**Schedules**") below. The Authority and the Supplier undertake to comply with the provisions of the Order Form and the Schedules in the performance of this Contract.

The Supplier shall supply to the Authority, and the Authority shall receive and pay for, the Goods on the terms of this Contract. For the avoidance of doubt, the Contract consists of the terms set out in the Order Form and the Schedules, together with the annexes as stated.

The Definitions in Schedule 3 apply to the use of all capitalised terms in this Contract.

**Schedules**

<b>Schedule 1</b>	Key Provisions
<b>Schedule 2</b>	General Terms and Conditions
<b>Schedule 3</b>	Definitions and Interpretations
<b>Schedule 4</b>	Additional Special Conditions

**Order Form**

<b>1. Contract Reference</b>	<b>Kingsbury Press Visor</b>
<b>2. Date</b>	8th June 2020
<b>3. Authority</b>	<b>Secretary of State for Health and Social Care, on behalf of the Crown</b> whose principal address is at: 39 Victoria Street Westminster London SW1H 0EU
<b>4. Supplier</b>	<b>Kingsbury Press Ltd (Company Number 7853306)</b> <b>Unit 7 Ontario Drive</b> <b>Doncaster</b> <b>South Yorkshire</b> <b>DN11 0BF</b>
<b>5. The Contract</b>	The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the Schedules and any Annexes.  Unless the Contract otherwise requires, capitalised terms used in this Order Form have the same meanings as in Schedule 3.  In the event of any conflict between this Order Form and the Schedules, this Order Form shall prevail.  Please do not attach any supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.
<b>6. Deliverables</b>	(Goods)  [REDACTED]  [REDACTED]  [REDACTED]

	<p>[REDACTED]</p> <p>[REDACTED]</p>
<p><b>7. Specification</b></p>	<p>The specification of the Deliverables is as set out in Appendix 2</p>
<p><b>8. Term</b></p>	<p>The Term shall commence on 15<sup>th</sup> June 2020.</p> <p>And the Expiry Date shall be 7<sup>th</sup> December 2020, unless it is otherwise extended or terminated in accordance with the terms and conditions of the contract.</p> <p>The Buyer may extend the Contract for a period of up to 6 months by giving not less than 5 Business days' notice in writing to the supplier prior to the Expiry Date.</p> <p>If the Authority gives such a notice, the parties will promptly, acting reasonably and in good faith, negotiate terms for the duration, volume and pricing of any extension, provided that (a) such terms shall not alter the overall nature of the contract; (b) the value of the extension shall not exceed 50 per cent of the value of the original contract; and (c) neither party shall be under any obligation to agree to an extension.</p> <p>The terms and conditions of the Contract shall apply throughout any such extended period</p>
<p><b>9. Charges</b></p>	<p>The Charges for the Deliverables shall be as set out below:</p> <p>Total contract value is £12,870,000 comprised of:</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p><b>10. Payment</b></p>	<p>All invoices must be sent quoting a valid purchase order number to <a href="mailto:mb-paymentqueries@dhsc.gov.uk">mb-paymentqueries@dhsc.gov.uk</a></p> <p>Within 10 Business Days of receipt of your countersigned copy of the Contract, we will send you a unique Purchase Order number (the "<b>PO Number</b>"). You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO item number (if applicable) and the details (name and telephone</p>

	<p>number) of your Authority contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section by email to: <a href="mailto:mb-paymentqueries@dhsc.gov.uk">mb-paymentqueries@dhsc.gov.uk</a></p>	
<p><b>11. Authority Authorised Representative(s)</b></p>	<p><i>For general liaison your contact will continue to be</i></p> <p>[REDACTED]</p>	
<p><b>12. Seller's Authorised Representative(s)</b></p>	<p><i>For general liaison your contact will continue to be</i></p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	
<p><b>13. Address for notices</b></p>	<p><b>Authority:</b></p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p><b>Supplier:</b></p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p><b>14. Key personnel</b></p>	<p><b>Authority:</b></p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>	<p><b>Supplier:</b></p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p><b>15. Procedures and Policies</b></p>	<p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclose and Barring Service check. The Supplier shall ensure that no person who discloses that he/she has a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a “<b>Relevant Conviction</b>”), or is found by the</p>	

	Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.
--	--

**Signed by the authorised representative of THE AUTHORITY**

Name:	.. [REDACTED] .....	Signature:	.. [REDACTED] .....
Position:	.. [REDACTED] .....	Date	.....08/06/2020.....

**Signed by the authorised representative of THE SUPPLIER**

Name:	.. [REDACTED] .....	Signature	.. [REDACTED] .....
Position:	.. [REDACTED] .....	Date	.....08/06/2020.....