Department for Transport

Below-threshold ITT
Contract Reference: TMAR3073

Draft Order Form

1. Contract Reference	**TMAR3073**	
2. Date	19/02/2024	
3. Buyer	**The Department for Transport** (on behalf of the Secretary of State for Transport) Great Minster House 33 Horseferry Rd London SW1P 4DR	
4. Supplier	[redacted]	
5. The Contract	The Supplier shall supply the deliverables described below on the terms set out in this Order Form and the attached contract conditions ("**Conditions**") and any ***Annexes*** Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions. In the event of any conflict between this Order Form and the Conditions, 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 Buyer and may delay conclusion of the Contract.	
6. Deliverables	**Goods**	None
	Services	The supplier shall provide specialist Recognition of Firearms and Explosives (RFX) training to support delivery of the capacity development activities on the international Maritime Security Strategic Engagement and Training (MSSET) programme.

7. Specification	The specification of the Deliverables is set out in the Statement of Requirements (Schedule 2)
8. Term	The Term shall commence on **19th February 2024** and the Expiry Date shall be **31st March 2025**, unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract. The Buyer may extend the Contract for a period of up to 6 months by giving not less than 10 Working Days' notice in writing to the Supplier prior to the Expiry Date. The terms and conditions of the Contract shall apply throughout any such extended period.
9. Charges	The Charges for the Deliverables shall be as set out the Supplier's tender dated 28th December 2023. The maximum contract value will be **£60,000.00** excl. VAT. Payment will be subject to DfT demand – and there is no commitment to use the full contract value.
10. Payment	Suppliers must be in possession of a written purchase order (PO), before commencing any work under this contract. The Purchase Order Number for this contract will be generated after the contract has been signed by both parties. You must quote the aforementioned PO number on all invoices, and these must be submitted directly to: [redacted]**@sharedservicesarvato.co.uk** or, via post, to: ***Accounts Payable,*** ***Shared Services arvato,*** ***5 Sandringham Park,*** ***Swansea Vale,*** ***Swansea*** ***SA7 0EA*** To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item

	number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact our Accounts Payable section: **ssa.invoice@sharedservicesarvato.co.uk**
11. Buyer Authorised Representative(s)	For general liaison your contact will be [redacted] ([redacted]@dft.gov.uk) and [redacted] ([redacted]@dft.gov.uk)
12. Address for notices	**Buyer:** **The Department for Transport** (on behalf of the Secretary of State for Transport) Great Minster House 33 Horseferry Rd London SW1P 4DR Attention: [redacted] Email: [redacted]@dft.gov.uk [redacted]@dft.gov.uk **Supplier:** [redacted] Email: [redacted]
13. Key Personnel	**Buyer:** **The Department for Transport** (on behalf of the Secretary of State for Transport) Great Minster House 33 Horseferry Rd **Supplier:** [redacted]

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	London SW1P 4DR Email: [redacted] Attention: [redacted] and [redacted] Email: [redacted]@dft.gov.uk [redacted]@dft.gov.uk
14. Procedures and Policies	Security Requirements from SoR NDA Travel and Subsistence

Signed for and on behalf of the **Supplier**	Signed for and on behalf of the **Buyer** *(on behalf of the Secretary of State for Transport)*
Name: [redacted] [job title Sole Trader]	Name: [redacted] Commercial Relationship Manager

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Date: 15/02/2024	Date:19/02/2024
Signature: [redacted]	Signature: [redacted]

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Annex 1 - Specification of Requirements

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PURPOSE

The International Maritime Security Operations Team (IMSOT), part of Maritime Operations Division within the Department for Transport, invites proposals for specialist Recognition of Firearms and Explosives (RFX) training to support delivery of the capacity development activities on the international Maritime Security Strategic Engagement and Training (MSSET) programme.

BACKGROUND TO THE CONTRACTING AUTHORITY

1.1 The Authority is the government department responsible for the transport network within the UK, and for security in the maritime domain. It also works with overseas stakeholders to protect UK maritime interests (similar responsibilities apply to land and aviation modes).

1.2 The Maritime Operations Division sits in the Maritime Directorate, which is responsible for all aspects of UK domestic and international maritime operations, including maritime safety and security.

2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

2.1 The MSSET programme continues to mitigate the risk of acts of terrorism against British ships, British crew and passengers as well as helping to secure the international maritime domain against terrorism and other threats at major commercial ports in the priority countries in [redacted].

2.2 Capacity development training is a core activity of the International Maritime Security Operations Team (IMSOT), who provide training to support the development and appropriate implementation of a robust security compliance framework at the national and port facility level to protect against terrorist threat to UK interest in the priority countries.

2.3 The International Maritime Security Operations Team (IMSOT) requires the services of a specialist subject matter expert to deliver training on recognition of firearms and explosives (RFX) courses on maritime

security to national and port level authorities in the priority countries on the MSSET programme.

2.4 The trainer will have proven experience of delivering RFX training overseas and evidence of training capability on the range of topics that can be delivered on maritime security in the priority countries on the MSSET programme.

2.5 Target Audience: National and port level authorities in the priority countries on the MSSET programme.

2.6 Business Outcome: Assists with MSSET programme targets to improve ISPS compliance at ports by improving the knowledge and ability of port-based staff to recognise firearms and explosives.

2.7 Learner Outcome: Learners will gain knowledge of RFX in line with ISPS code requirements and recommendations. This will enable them to carry out their roles and improve security at ports as weapons and explosives are more likely to be picked up.

3. DEFINITIONS

Expression or Acronym	Definition
IMSOT	International Maritime Security Operations Team
MSSET	Maritime Security Strategic Engagement and Training
PFSO	Port Facility Security Officer
RFX	Recognition of Firearms & Explosives
IED	Improvised Explosives Device
CBRN	Chemical, Biological, Radiological and Nuclear
CIPD	Chartered Institute of Personnel and Development
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]
[redacted]	[redacted]

4. SCOPE OF REQUIREMENT

4.1 As requested in 'Schedule 6 – Quality', the trainer will be required to provide evidence of delivery on maritime transport security, although experience in aviation security will be considered, as there are similarities in methodology and practice.

4.2 Evidence of relevant qualifications must be provided to IMSOT such as train the trainer, Chartered Institute of Personnel and Development (CIPD) and certificate in Recognition of Firearms & Explosives (RFX) and other appropriate qualifications, including level of security clearance. The minimum level of clearance required is CTC, and DfT can support trainers in applying for this.

4.3 Evidence of delivery of RFX training courses to transport security stakeholders overseas.

4.4 The trainer will primarily be carrying out Recognition of Firearms & Explosives (RFX) training, they should be able to provide a portfolio of specialist threat training capability related to RFX, which includes some and if not all the below topics such as:

(a) Improvised explosives device (IED)

(b) Improvised incendiary threat, Prohibited

(c) Offensive and dangerous items

(d) Methods of concealment

(e) Access control

(f) Chemical, Biological, Radiological and Nuclear (CBRN)

(g) Suicide bomb attack awareness

4.5 The trainer will be required to provide an outline of the training syllabus, style of training delivery for example timing, syndicate exercises, role play, search methodology, relevant pre- and post-course reading materials, both hardcopy and online and videos. IMSOT will arrange and procure translation services including translation of documents to [redacted]

4.6 The trainer will be required to project manage and work with IMSOT leads on the planning, preparation, delivery including a dry run either in person or remotely via video conference to go through trainer/facilitator brief, course materials including videos and post course evaluation on delivery and performance to ensure quality assurance meets MSSET programme operational and strategic requirements. The dry run can be arranged with just IMSOT attendees and typically won't include overseas officials. This isn't mandatory and could be upon request.

4.7 The trainer will jointly agree with IMSOT on the use of inert threat items to demonstrate methodology of detection and prevention for items such as inert IED, counter IED equipment, dummy guns and other relevant inert threat items. IMSOT can assist with the sourcing, procuring and shipping of inert threat items overseas if required and may gift the items to overseas host state authorities for future development of security screening capability at ports in priority countries on the MSSET programme.

4.8 IMSOT will provide all the technical advice on teaching points to be covered and key messages to be delivered. Meetings with IMSOT will be at the trainer's expense.

5. THE REQUIREMENT

5.1 The trainer must provide electronic copies of syllabi and course materials in accordance with the topic areas outlined in bullet 4.4.

5.2 The syllabi and course materials must communicate and reinforce specific elements of maritime security, with attention to the role of overseas government and port officials when executing security functions and procedures.

5.3 The target audience will be overseas government officials, Port Facility Security Officers (PFSO), general security staff, trainers and managers within ports in priority countries on the MSSET programme.

5.4 The syllabi and materials will vary between courses dependant on the target audience; however, it should include:

(a) Standard operating procedures, information on processes.

(b) Demonstration of how just one person in the chain of maritime security can lead to a security breach by not adhering to security measures.

(c) An emphasis that security is the responsibility of everyone.

(d) The importance of a strict training regime.

(e) Avoidance of the use of music, images or news clips requiring the use of licensing agreements.

5.5 The trainer must be capable of delivering courses remotely or in person in priority countries in [redacted]

5.6 Following contract award, the trainer shall attend a contract inception meeting to discuss, in depth, their proposals, and production planning schedules (Implementation Plan).

5.7 The trainer shall include within the Implementation Plan, its key dates to meet completion by the IMSOTs key milestones.

5.8 The Implementation Plan must include provisions to ensure the training can be carried out virtually if required.

5.9 If necessary, the trainer shall produce further versions of the Implementation Plan in such further detail as IMSOT requires.

5.10 The trainer shall ensure that each version of the Implementation Plan is subject to approval. The trainer shall ensure that the project milestones are maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation of the Services.

5.11 IMSOT shall have the right to require the trainer to include any reasonable changes or provisions in each version of the Implementation Plan.

5.12 The trainer shall be responsible for all syllabi and course materials to include, but not limited to:

(a) Presentation slides

(b) Trainer notes, Facilitator brief

(c) Pre- and post-course materials, in hardcopy and online

(d) Video, DVD

(e) Inert threat items (personally owned for use during training)

(f) Delivery of such items either by email or to IMSOT premises

5.13 The trainer is expected to plan, prepare, deliver and evaluate RFX training courses either remotely via video conference or in person, in agreement with IMSOT.

5.14 The trainer will also be required to:

(a) Draft presentations and course materials in a style/format that has been agreed by IMSOT. The presentations and course materials must include the DfT logo and be supplied as a high-quality image which can then be

printed by IMSOT and in a format, that would be suitable for uploading onto IT equipment laptop, memory stick or external hard drive.

(b) update any of the syllabi and course materials to meet specific requirements of host state maritime security capability during the duration of the contract.

5.15 The trainer will also be required to attend a familiarisation visit with IMSOT, face to face or by video conference, to the course venue and/or port overseas. This will allow the trainer to get contextual understanding of maritime security training in person and remotely via video conference.

6. KEY MILESTONES AND DELIVERABLES

6.1 The Potential Provider should note the following project milestones that IMSOT will measure the quality of delivery against:

Milestone/ Deliverable	Description	Timeframe or Delivery Date
1	Initial contract inception meeting to include the trainers proposed training plan and timetable for discussion and agreement.	Within week 1 of Contract Award
2	Finalised training plan and timetable for IMSOT approval.	Within week 2 of Contract Award
3	Initial outline of all syllabus and course material for IMSOT approval	Within week 3 of Contract Award
4	Delivery of dry run training session	Within week 6 of Contract Award
5	Dry run review meeting and updates to training plan/timetable (if required)	No later than week 7 of Contract Award
6	Delivery of initial RFX course	No later than week 12 of Contract Award (and/or as of agreed with DfT)
7	Post training review meeting and updates to training plan/timetable (if required)	Within 1 week of initial course delivery

6.2 The Potential Provider shall perform its obligations to achieve each milestone by the agreed dates set.

6.3 Separate milestones will be established for all future requirements to deliver RFX training under this contract.

7. MANAGEMENT INFORMATION/REPORTING

7.1 There will be IMSOT lead(s) assigned to this project along with additional support during planning, preparation, delivery and evaluation as required. IMSOT leads will work closely with the trainer to develop the specific maritime security requirements to ensure all expected outputs are included. This necessitates IMSOT using its technical expertise to provide guidance on specific maritime security of priority country requirements.

8. CONTINUOUS IMPROVEMENT

8.1 The trainer will be expected to continually improve the way in which the required services are to be delivered throughout the contract duration and take into account lessons learnt following each course.

8.2 The trainer should seek agreement on new and alternative ways of delivering RFX training to IMSOT during agreed contract review meetings. Any planned changed should be jointly agreed prior to any changes being implemented.

9. VOLUMES

9.1 It is anticipated that on average 6 courses will be delivered per year from the point of contract award, until 31st March 2025 when the contract will expire. This is an indicative number and may change depending on IMSOT requirements.

10. FEE

10.1 Fees for the daily rate for planning, preparation, delivery and evaluation including cost of support staff, if any, are to be submitted ***via the price schedule document*** and including all other expenses relating to Contract delivery. The daily rate should suffice and include all essential costs. To note, DfT Maritime Security Liaison Officers (MaSLOs) will be in the overseas countries to support the trainer.

10.2 Fees submitted in any other format will not be considered at tender stage.

10.3 Fees will be held firm for the duration of the contract.

10.4 If fees include T&S, then these should be clearly indicated on invoices with a breakdown as outlined in bullet 10.1. The invoices for T&S should also include supporting documentation such as receipt copies. T&S claims will be in line with the rates for the Department for Transport and Foreign, Commonwealth and Development Office. However, this isn't typically expected as the process usually is that DfT will book all flights/travel and hotels/accommodation. Meals whilst overseas will also be covered by the hotel and/or DfT IMSOT/MaSLO staff.

10.5 There could be occasions when trainers may be required to pay for their own travel and subsistence (including hotel accommodation) whilst in country. The intention is to keep this to a minimum but, should these circumstances occur, DfT will provide the supplier with ceiling limits for expenditure (which the trainers should not exceed without prior authorisation from DfT). DfT will reimburse that training company upon provision of itemised receipts. Trainers can't reclaim expenses without prior arrangement, but this isn't expected as we cover the aforementioned essentials.

SEE ANNEX A – TRAVEL & SUBSTINANCE

10.6 IMOST will organise flights and accommodation for any travel required as part of the contract.

10.7 Contractors can charge DfT a maximum £100 for excess baggage charges, if they are incurred as a direct result of the carriage of training material for any Economy Class flight travel taken to and from county, including travel on indirect services. Receipts must be provided.

10.8 Please note suppliers will be responsible for meeting all pre-departure costs including visas, insurance, vaccinations or malaria prophylaxis and any other costs not agreed in advance with the Department. Obtaining and meeting the cost of the visa in time to perform the contract will be the sole responsibility of the supplier. IMSOT will support the contactor with more complicated visa applications.

11. SUPPORT STAFF AND CUSTOMER SERVICE

11.1 The trainer may use support staff as required throughout the duration of the Contract in order to consistently deliver a quality service.

11.2 The trainers support staff assigned to the Contract shall have the relevant qualifications and experience to

deliver the Contract to the required standard. Any changes to support staff assigned to the contract must be cleared IMSOT.

11.3 The trainer shall ensure that support staff understand the MSSET programme vision and objectives and will provide excellent customer service to IMSOT throughout the duration of the Contract.

12. SERVICE LEVELS AND PERFORMANCE

12.1 IMSOT will measure the quality of the trainer's delivery by:

KPI/SLA	Service Area	KPI/SLA description	Target
1	Course outline delivery timescales	Deliver outline of syllabus and course material for specific topics within 3 days of IMSOT request, unless IMSOT agrees reasonable extension.	100%
2	Course planning	Completion of all milestone dates within the agreed timeframes.	98%
3	Course preparation	All queries or clarification raised by IMSOT will be acknowledged within 24 hours and a solution provided within 48 hours, unless IMSOT agrees reasonable extension.	100%
4	Course preparation meetings	Attendance by the trainer at all planning, preparation and delivery meetings requested by IMSOT	100%
5	Course preparation changes	Updates/changes requested by IMSOT to syllabus or course material within 5 working days.	98%
6	Security clearance and	The trainer will require CTC (Counter Terrorism Check) security clearance and complete a risk assessment to	100%

	risk assessment	undertake training work overseas	
7	Course delivery	The trainer will be required to attend dry run sessions and amend/update syllabus and course materials as requested by IMSOT	100%
8	Course performance review	The trainer will attend post course evaluation/performance meetings requested by IMSOT within 5 working days of training delivery	100%
9	Course management	The trainer will adhere to the security requirements including policies and non-disclosure relating to this contract.	100%

12.2 Where IMSOT identifies poor performance against the agreed KPIs/SLAs, the trainer shall be required to attend a performance review meeting. The performance review meeting shall be at an agreed time no later than 5 working days from the date of notification at IMSOT premises.

12.3 The trainer shall be required to provide a full and robust 'Service Improvement Action Plan', which sets out its proposals to remedy the service/performance issues. The Service Improvement Plan shall be subject to amendment following the performance review meeting and agreed by both parties prior to implementation.

12.4 IMSOT agrees to work with the trainer to resolve service failure issues. However, it will remain the trainers' sole responsibility to resolve any such service failures.

12.5 Where the trainer fails to provide a Service Improvement Plan or fails to deliver the agreed Service Improvement Plan to the required standard, IMSOT reserves the right to seek early termination of the contract in accordance with the procedures set out in ***Annex C – Terms & Conditions***

13. SECURITY AND CONFIDENTIALITY REQUIREMENTS

13.1 The trainer must have successfully completed Counter Terrorism Check (CTC) as a minimum requirement. IMSOT reserves the right to use individuals who have applied for CTC before the check has been successfully completed on a case-by-case basis. IMSOT will support the Supplier through the process but will bear no financial costs.

13.2 The trainer will review and provide to IMSOT a full risk assessment on health and safety. The trainer will review these with IMSOT prior to running each course as locations will differ. The trainer will adhere to the Human Rights protocols and obligations set out Overseas Security and Justice Assistance (OSJA) when delivering training in priority countries on the MSSET programme.

13.3 Details regarding the contract with IMSOT are sensitive and must not be discussed or distributed wider with third parties (or sub-contractors). The Non-Disclosure Agreement **(See Annex B – Non-Disclosure Agreement)** will also need to be signed. The trainer will also seek approval from IMSOT to share detail with third parties on a 'need to know' basis if additional support is required from third parties to assist the trainer to deliver SLAs/KPIs under the contract.

13.4 Further distribution of any data relating to this contract must be approved in writing by the IMSOT prior to dissemination.

13.5 The trainer must adhere to the following Security Policy for the entire contract term.

(a) IMSOT treats its information as a valuable asset and considers that it is essential that information must be protected, together with the systems,

equipment and processes which support its use. These information assets may include data, text, drawings, diagrams, images or sounds in electronic, magnetic, optical or tangible media, together with any IMSOT Personal Data.

(b) In order to protect Government information appropriately, the trainer must provide the security measures and safeguards appropriate to the nature and use of IMSOT must comply, and be able to demonstrate compliance, with Department for Transport relevant policies and standards.

(c) The Chief Executive or other suitable senior official of the trainer must agree in writing to comply with these policies and standards. See Annex D – Agreement Form. Each trainer must also appoint a named officer who will act as a first point of contact with the Authority for security issues. In addition, all Staff working for the trainer and where relevant Sub-Contractors, with access to Government IT Systems, the Contract Services or Government information must be made aware of these requirements and must comply with them.

(d) The trainer must comply with the relevant Standards from the Department for Transport information systems security requirements. The requirements are based on and follow the same format as International Standard 27001.

(e) The trainer shall remain compliant with HMG Security Policy Framework (SPF) and its mandatory minimum requirements mentioned therein. A copy of which can be found on the Cabinet Office website http://www.cabinetoffice.gov.uk/content/government-security.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 The trainer grants IMSOT a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use and further develop any of the trainer's pre-existing Intellectual Property Rights used to develop and deliver the RFX, and any other training pursuant to this Agreement.

14.2 The trainer will ensure that it procures all relevant and necessary third-party licences, consents, etc., for any third party Intellectual Property Rights that it used to produce the training syllabus and course materials pursuant to this Agreement, in order for IMSOT to lawfully use and develop the course content.

14.3 The trainer must notify IMSOT if it becomes aware of any copyright infringements of course content and materials.

14.4 Neither Party shall have any right to use any of the other Party's names, logos nor trademarks on any of its products or services without the other Party's prior written consent.

14.5 “Intellectual Property Rights” means copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, trademarks, logos, rights in Internet domain names and website addresses and other rights in trade names, designs, trade secrets and other rights in Confidential Information, applications for registration, and the right to apply for registration, for any of these rights that are capable of being registered in any country or jurisdiction, and all other rights having equivalent or similar effect in any country or jurisdiction.

15. PAYMENT AND INVOICING

15.1 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

15.2 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.

15.3 The trainer must be in possession of a written purchase order (PO), before commencing any work under this contract. The trainer must quote the aforementioned PO number on all invoices, and these must be submitted directly to: Shared Services arvato, 5 Sandringham Park, Swansea Vale, Swansea, SA7 0EA.

15.4 Invoices received without the correct PO number will be returned to the trainer and will delay receipt of payment.

16. CONTRACT MANAGEMENT

16.1 The trainer must provide progress reports as jointly agreed to IMSOT. These will contain regular updates on progress on preparation, planning against key milestones. They will be delivered via teleconference and email.

16.2 The trainer must attend meetings with IMSOT via video/teleconference, or at IMSOTs premises in central London. This will cover progress of preparation, planning, delivery of training and agree any changes to content and details of the training syllabus and course materials.

16.3 Attendance at Contract Review meetings shall be at the trainer's own expense.

17. ADDITIONAL INFORMATION

17.1 The trainer must ensure and be able to demonstrate they have the appropriate insurances prior to contract award.

18. LOCATION

18.1 The trainer will deliver training in priority countries on the MSSET programme as requested by IMSOT, or may be delivered virtually on request.

18.2 Planning meetings will be held via video/teleconference, or at the Department for Transport offices at Great Minister House, 33 Horseferry Road, London, SW1P 4DR.

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Annex 2 – Charges

Per the Supplier's Tender of 28/12/2023:

[redacted]

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Annex 3 – Tenderers Tender

Per the Supplier's Tender of 28/12/2023

[redacted]

Annex 4 – Signed Non-disclosure Agreement

Annex 5 – DfT Travel and Subsistence Policy

1. Travelling and subsistence expenses shall not exceed the upper limit of allowances payable to Departmental staff of equivalent status.

2. Any travel undertaken as a consequence of performance of the Contract must utilise the most cost-effective means (taking into account the cost of travel, the cost of meals and accommodation and savings in time) for the whole journey. Claims for travelling and subsistence must be related to the performance of duties for the purposes of this Contract and be certified as such. **Visits abroad require the prior approval of the Department and should be pre-approved by SCS1 or above.**

3. The current Departmental rates are shown below. These rates will apply for the duration of the Contract. Please see note below on rail travel.

Travel by Motor Vehicles

4. Motor mileage allowances for travel by private car and van:

   - Up to 10,000miles - 45 pence per mile (25p may apply if public transport is a viable alternative)
   - Over 10,000 miles - 25 pence per mile

Travel by Motorcycle

5. Motor mileage allowances for travel by private motorcycle and motorcycle combinations is 24 pence per mile.

Travel by Pedal Cycle

6. The pedal cycle allowance is 20 pence per mile.

Travel by Train

7. Travel by train should be by standard class (including Eurostar) - irrespective of grade, entitlement or distance - unless there are compelling reasons to travel first class or, exceptionally, a first-class discount ticket is cheaper. Any claim for travel other than standard class must be approved in advance by the Department.

Coach/Bus Travel

8. Fares for official travel by coach, bus etc will be reimbursed.

Subsistence

9. Each Government Department is required to set its own standard rates for night subsistence. The Department has issued the rates set out in paragraph 8 below. For the purposes of this Contract therefore, these rates will apply although it is recognised that other rates and conditions may be applied by different contracting authorities, over whom the Department has no control.

   (a) Night subsistence allowance (irrespective of salary) indicative ceilings:

   Night subsistence can only be claimed if you stay away from home overnight on official business and is to meet the actual costs of your meals and accommodation. You are entitled to be reimbursed day subsistence for subsequent periods of over five hours or over 10 hours following a night subsistence claim.

   - London - up to £150 per night
   - Elsewhere up to £100 per night
   - Overnight stay evening meal indicative level- up to £20.00

   (b) Day subsistence allowance (irrespective of salary) indicative ceilings:

   - Breakfast indicative level (irregular start before 6.00 am) - up to £7.00.
   - 5 hours (to cover one meal) - up to £7.00.
   - 10 hours **(to cover two meals) - up to £14.00.**

Actuals

10. Where it is not possible to obtain accommodation within the rates set out in 8(a) above, tenderers may estimate actual expenditure within the Firm Price breakdown. Supporting evidence including the reasons for exceeding the limits in paragraph 8 and receipts showing disbursements will be required with each claim for payment.

Receipts

11. All claims should be supported by receipts and if you have access to a scanner, must be scanned and attached to your claim. If you are able to scan your receipts, you will no longer be required to keep hard copies.
12. If not, you must provide the certifying officer with the receipts and then keep these for future reference by yourself, your certifying officer, auditor, or the Inland Revenue. You must keep your receipts for the current tax year and preceding three tax years.

Notes

13. Each claim for payment under the Contract must separately identify those elements of the claim which represent travel and subsistence expenses.

14. A supplement of 5 pence per mile may be claimed for each mile another person employed on the Contract is carried in (Passenger rate) / on a private motor vehicle.

15. The Department does not insist on comprehensive insurance cover (where applicable) but will accept no liability in the event of any accident, damage, injury or death.

16. Where motor mileage allowance is claimed, each claim should state the amount of the current claim and the cumulative mileage claimed to date under the Contract.

17. A night subsistence allowance is an allowance paid for an overnight absence. It covers an absence of up to 24 hours plus any additional period not reckonable for day allowance (i.e. less than 5 hours) and is payable for a period of up to 30 nights in any one place. Thereafter, a lower lodging allowance is payable.

Contract Conditions

19. Definitions used in the Contract

In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

"Buyer"	means the person identified in the letterhead of the Order Form;
"Buyer Cause"	any breach of the obligations of the Buyer or any other default, act, omission, negligence or statement of the Buyer, of its employees, servants, agents in connection with or in relation to the subject-matter of the Contract and in respect of which the Buyer is liable to the Supplier;
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics: a) Government Department; b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal); c) Non-Ministerial Department; or d) Executive Agency;
"Charges"	means the charges for the Deliverables as specified in the Order Form;
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;
"Contract"	means the contract between (i) the Buyer and (ii) the Supplier which is created by the Supplier's counter signing

	the Order Form and includes the Order Form and Annexes;
"Controller"	has the meaning given to it in the UK GDPR;
"Date of Delivery"	means that date by which the Deliverables must be delivered to the Buyer, as specified in the Order Form;
"DPA 2018:"	Data Protection Act 2018 as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regs 2019 (as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regs 2020
"Data Protection Legislation"	(i) the UK GDPR as amended from time to time (ii) the DPA 2018 to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy; (iv) the EU GDPR where applicable to the processing.
"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
"Data Protection Officer"	has the meaning given to it in the UK GDPR;
"Data Subject"	has the meaning given to it in the UK GDPR;
"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
"Data Subject Access Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
"Deliver"	means hand over the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and any other specific

	arrangements agreed by both parties. Delivered and Delivery shall be construed accordingly;
"Existing IPR"	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
"Expiry Date"	means the date for expiry of the Contract as set out in the Order Form;
"FOIA"	means the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation;
"Force Majeure Event"	any event, occurrence, circumstance, matter or cause affecting the performance by either Party of its obligations under the Contract arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control which prevent or materially delay it from performing its obligations under the Contract but excluding: i) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain; ii) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and iii) any failure of delay caused by a lack of funds;
"Goods"	means the goods to be supplied by the Supplier to the Buyer under the Contract;
"Good Industry Practice"	standards, practices, methods and procedures conforming to the law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
"Government Data"	a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which

	are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which: i) are supplied to the Supplier by or on behalf of the Buyer; or ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or b) any Personal Data for which the Buyer is the Data Controller;
"Information"	has the meaning given under section 84 of the FOIA;
"Information Commissioner"	the UK's independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
"Insolvency Event"	in respect of a person: a) if that person is insolvent; ii) if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction); iii) if an administrator or administrative receiver is appointed in respect of the whole or any part of the persons assets or business; iv) if the person makes any composition with its creditors or takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;
"Key Personnel"	means any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing;
"New IPR"	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
"Order Form"	means the letter from the Buyer to the Supplier printed above these terms and conditions;
"Party"	the Supplier or the Buyer (as appropriate) and "Parties" shall mean both of them;
"Personal Data"	has the meaning given to it in the UK GDPR;

"Personal Data Breach"	has the meaning given to it in the UK GDPR;
"Processor"	has the meaning given to it in the UK GDPR;
"Purchase Order Number"	means the Buyer's unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the terms of the Contract;
"Regulations"	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);
"Services"	means the services to be supplied by the Supplier to the Buyer under the Contract;
"Specification"	means the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Contract;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where applicable, the Buyer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Storage Media"	means the part of any device that is capable of storing and retrieving data;
"Subprocessor"	any third Party appointed to process Personal Data on behalf of the Supplier related to the Contract;
"Supplier Staff"	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor engaged in the performance of the Supplier's obligations under a Contract;

"Supplier"	means the person named as Supplier in the Order Form;
"Term"	means the period from the start date of the Contract set out in the Order Form to the Expiry Date as such period may be extended or terminated in accordance with the terms and conditions of the Contract;
"UK GDPR"	as given effect by Part 2 of the DPA 2018, as amended by The Data Protection, Privacy and Electronic Communications (Amendments etc) (EU Exit) Regulations 2019 (as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc)(EU Exit) Regulations 2020.
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994;
"Workers"	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policynote-0815-tax-arrangements-of-appointees) applies in respect of the Deliverables;
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

20. Understanding the Contract

In the Contract, unless the context otherwise requires:

20.1 references to numbered clauses are references to the relevant clause in these terms and conditions;

20.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;

20.3 the headings in this Contract are for information only and do not affect the interpretation of the Contract;

20.4 references to "writing" include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;

20.5 the singular includes the plural and vice versa;

20.6 a reference to any law includes a reference to that law as amended, extended, consolidated or re-enacted from time to time and to any legislation or byelaw made under that law; and

20.7 the word ‘including’, "for example" and similar words shall be understood as if they were immediately followed by the words "without limitation".

21. How the Contract works

21.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.

21.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.

21.3 The Supplier warrants and represents that its tender and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

22. What needs to be delivered

22.1 All Deliverables

(a) The Supplier must provide Deliverables: (i) in accordance with the Specification; (ii) to a professional standard; (iii) using reasonable skill and care; (iv) using Good Industry Practice; (v) using its own policies, processes and internal quality control measures as long as they don’t conflict with the Contract; (vi) on the dates agreed; and (vii) that comply with all law.

(b) The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

22.2 Goods clauses

(a) All Goods delivered must be new, or as new if recycled, unused and of recent origin.

(b) All manufacturer warranties covering the Goods must be assignable to the Buyer on request and for free.

(c) The Supplier transfers ownership of the Goods on completion of delivery (including off-loading and stacking) or payment for those Goods, whichever is earlier.

(d) Risk in the Goods transfers to the Buyer on delivery, but remains with the Supplier if the Buyer notices damage following delivery and lets the Supplier know within three Working Days of delivery.

(e) The Supplier warrants that it has full and unrestricted ownership of the Goods at the time of transfer of ownership.

(f) The Supplier must deliver the Goods on the date and to the specified location during the Buyer's working hours.

(g) The Supplier must provide sufficient packaging for the Goods to reach the point of delivery safely and undamaged.

(h) All deliveries must have a delivery note attached that specifies the order number, type and quantity of Goods.

(i) The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Goods.

(j) The Supplier will notify the Buyer of any request that Goods are returned to it or the manufacturer after the discovery of safety issues or defects that might endanger health or hinder performance and shall indemnify the Buyer against the costs arising as a result of any such request.

(k) The Buyer can cancel any order or part order of Goods which has not been delivered. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable steps to minimise these costs.

(l) The Supplier must at its own cost repair, replace, refund or substitute (at the Buyer's option and request) any Goods that the Buyer rejects because they don't conform with clause 4.2. If the Supplier doesn't do this it will pay the Buyer's costs including repair or re-supply by a third party.

(m) The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during delivery of the Goods

unless and to the extent that it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of delivery or installation then the Supplier shall indemnify from any losses, charges costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its [sub-suppliers].

22.3 Services clauses

(a) Late delivery of the Services will be a default of the Contract.

(b) The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including any security requirements.

(c) The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services

(d) The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.

(e) The Supplier must allocate sufficient resources and appropriate expertise to the Contract.

(f) The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

(g) On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property, other than fair wear and tear.

(h) The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.

(i) The Buyer is entitled to withhold payment for partially or undelivered Services, but doing so does not stop it from using its other rights under the Contract.

23. Pricing and payments

23.1 In exchange for the Deliverables, the Supplier shall be entitled to invoice the Buyer for the charges in the Order Form. The Supplier shall raise invoices promptly and in any event within 90 days from when the charges are due.

23.2 All Charges:

(a) exclude VAT, which is payable on provision of a valid VAT invoice;

(b) include all costs connected with the supply of Deliverables.

23.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the Order Form.

23.4 A Supplier invoice is only valid if it:

(a) includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer;

(b) includes a detailed breakdown of Deliverables which have been delivered (if any).

23.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 33.

23.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

23.7 The Supplier must ensure that all subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

24. The Buyer's obligations to the Supplier

24.1 If Supplier fails to comply with the Contract as a result of a Buyer Cause:

(a) the Buyer cannot terminate the Contract under clause 11;

(b) the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;

(c) the Supplier is entitled to additional time needed to deliver the Deliverables;

(d) the Supplier cannot suspend the ongoing supply of Deliverables.

24.2 Clause 6.1 only applies if the Supplier:

(a) gives notice to the Buyer within 10 Working Days of becoming aware;

(b) demonstrates that the failure only happened because of the Buyer Cause;

(c) mitigated the impact of the Buyer Cause.

25. Record keeping and reporting

25.1 The Supplier must ensure that suitably qualified representatives attend progress meetings with the Buyer and provide progress reports when specified in the Order Form.

25.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for seven years after the date of expiry or termination of the Contract.

25.3 The Supplier must allow any auditor appointed by the Buyer access to their premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the audit.

25.4 The Supplier must provide information to the auditor and reasonable co-operation at their request.

25.5 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:

(a) tell the Buyer and give reasons;

(b) propose corrective action;

(c) provide a deadline for completing the corrective action.

25.6 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:

(a) require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand

(b) if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for material breach (or on such date as the Buyer notifies).

26. Supplier staff

26.1 The Supplier Staff involved in the performance of the Contract must:

(a) be appropriately trained and qualified;

(b) be vetted using Good Industry Practice and in accordance with the instructions issued by the Buyer in the Order Form:

(c) comply with all conduct requirements when on the Buyer's premises.

26.2 Where a Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.

26.3 If requested, the Supplier must replace any person whose acts or omissions have caused the Supplier to breach clause 8.

26.4 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.

26.5 The Supplier indemnifies the Buyer against all claims brought by any person employed by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.

26.6 The Supplier shall use those persons nominated in the Order Form (if any) to provide the Deliverables and shall not remove or replace any of them unless:

(a) requested to do so by the Buyer (not to be unreasonably withheld or delayed);

(b) the person concerned resigns, retires or dies or is on maternity or long-term sick leave; or

(c) the person's employment or contractual arrangement with the Supplier or any subcontractor is terminated for material breach of contract by the employee.

27. Rights and protection

27.1 The Supplier warrants and represents that:

(a) it has full capacity and authority to enter into and to perform the Contract;

(b) the Contract is executed by its authorised representative;

(c) it is a legally valid and existing organisation incorporated in the place it was formed;

(d) there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;

(e) it maintains all necessary rights, authorisations, licences and consents to perform its obligations under the Contract;

(f) it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and

(g) it is not impacted by an Insolvency Event.

27.2 The warranties and representations in clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.

27.3 The Supplier indemnifies the Buyer against each of the following:

(a) wilful misconduct of the Supplier, any of its subcontractor and/or Supplier Staff that impacts the Contract;

(b) non-payment by the Supplier of any tax or National Insurance.

27.4 If the Supplier becomes aware of a representation or warranty that becomes untrue or misleading, it must immediately notify the Buyer.

27.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier.

27.6 Supplier shall ensure it has adequate insurance cover for this contract

28. Intellectual Property Rights (IPRs)

28.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-license the Supplier's Existing IPR to enable it and its sub-licensees to both:

(a) receive and use the Deliverables;

(b) use the New IPR.

28.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a licence to use any Existing IPRs for the purpose of fulfilling its obligations under the Contract and a perpetual, royalty-free, non-exclusive licence to use any New IPRs.

28.3 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.

28.4 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in clause 10 or otherwise agreed in writing.

28.5 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.

28.6 If an IPR Claim is made or anticipated the Supplier must at its own expense and the Buyer's sole option, either:

(a) obtain for the Buyer the rights in clauses 10.1 and 10.2 without infringing any third party intellectual property rights;

(b) replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

29. Ending the contract

29.1 The Contract takes effect on the date of or (if different) the date specified in the Order Form and ends on the earlier of the date of expiry or termination of the Contract or earlier if required by Law.

29.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

29.3 Ending the Contract without a reason

The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice and if it's terminated clause 11.5(b) to 11.5(g) applies.

29.4 When the Buyer can end the Contract

(a) If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier:

(i) there's a Supplier Insolvency Event;

(ii) if the Supplier repeatedly breaches the Contract in a way to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;

(iii) if the Supplier is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;

(iv) there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;

(v) if the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;

(vi) the courts of the United Kingdom declares that the Contract should not have been awarded to the Supplier because of a serious breach of the Regulations;

(vii) the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them.

(b) If any of the events in 73(1) (a) to (c) of the Regulations (substantial modification, exclusion of the Supplier, procurement infringement) happen, the Buyer has the right to immediately terminate the Contract and clause 11.5(b) to 11.5(g) applies.

29.5 What happens if the Contract ends

Where the Buyer terminates the Contract under clause 11.4(a) all of the following apply:

(a) the Supplier is responsible for the Buyer's reasonable costs of procuring replacement deliverables for the rest of the term of the Contract;

(b) the Buyer's payment obligations under the terminated Contract stop immediately;

(c) accumulated rights of the Parties are not affected;

(d) the Supplier must promptly delete or return the Government Data except where required to retain copies by law;

(e) the Supplier must promptly return any of the Buyer's property provided under the Contract;

(f) the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement;

(g) the following clauses survive the termination of the Contract: [3.2.10, 6, 7.2, 9, 11, 14, 15, 16, 17, 18, 34, 35] and any clauses which are expressly or by implication intended to continue.

29.6 When the Supplier can end the Contract

(a) The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over

10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.

(b) If a Supplier terminates the Contract under clause 11.6(a):

(i) the Buyer must promptly pay all outstanding charges incurred to the Supplier;

(ii) the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated;

(iii) clauses 11.5(d) to 11.5(g) apply.

29.7 Partially ending and suspending the Contract

(a) Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.

(b) The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.

(c) The Parties must agree (in accordance with clause 24) any necessary variation required by clause 11.7, but the Supplier may not either:

(i) reject the variation;

(ii) increase the Charges, except where the right to partial termination is under clause 11.3.

(d) The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.8.

30. How much you can be held responsible for

30.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.

30.2 No Party is liable to the other for:

(a) any indirect losses;

(b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).

30.3 In spite of clause 12.1, neither Party limits or excludes any of the following:

(a) its liability for death or personal injury caused by its negligence, or that of its employees, agents or sub-contractors;

(b) its liability for bribery or fraud or fraudulent misrepresentation by it or its employees;

(c) any liability that cannot be excluded or limited by law.

30.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 4.2(j), 4.2(m), 8.5, 9.3, 10.5, 13.2, 14.26(e) or 30.2(b).

30.5 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.

30.6 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers

31. Obeying the law

31.1 The Supplier must, in connection with provision of the Deliverables, use reasonable endeavours to:

(a) comply and procure that its subcontractors comply with the Supplier Code of Conduct appearing at

(https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf) and such other corporate social responsibility requirements as the Buyer may notify to the Supplier from time to time;

(b) support the Buyer in fulfilling its Public Sector Equality duty under S149 of the Equality Act 2010;

(c) not use nor allow its subcontractors to use modern slavery, child labour or inhumane treatment;

(d) meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs

31.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable law to do with the Contract.

31.3 The Supplier must appoint a Compliance Officer who must be responsible for ensuring that the Supplier complies with Law, Clause 13.1 and Clauses 27 to 32

31.4 "Compliance Officer" the person(s) appointed by the Supplier who is responsible for ensuring that the Supplier complies with its legal obligations

32. Data protection

32.1 The Buyer is the Controller and the Supplier is the Processor for the purposes of the Data Protection Legislation.

32.2 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with this Contract.

32.3 The Supplier must not remove any ownership or security notices in or relating to the Government Data.

32.4 The Supplier must make accessible back-ups of all Government Data, stored in an agreed off-site location and send the Buyer copies every six Months.

32.5 The Supplier must ensure that any Supplier system holding any Government Data, including back-up data, is a secure system that complies with the security requirements specified [in writing] by the Buyer.

32.6 If at any time the Supplier suspects or has reason to believe that the Government Data provided under the Contract is corrupted, lost or sufficiently degraded, then the Supplier must notify the Buyer and immediately suggest remedial action.

32.7 If the Government Data is corrupted, lost or sufficiently degraded so as to be unusable the Buyer may either or both:

(a) tell the Supplier to restore or get restored Government Data as soon as practical but no later than five Working Days from the date that the Buyer receives notice, or the Supplier finds out about the issue, whichever is earlier;

(b) restore the Government Data itself or using a third party.

32.8 The Supplier must pay each Party's reasonable costs of complying with clause 14.7 unless the Buyer is at fault.

32.9 Only the Buyer can decide what processing of Personal Data a Supplier can do under the Contract and must specify it for the Contract using the template in Annex 1 of the Order Form (*Authorised Processing*).

32.10 The Supplier must only process Personal Data if authorised to do so in the Annex to the Order Form (*Authorised Processing*) by the Buyer. Any further written instructions relating to the processing of Personal Data are incorporated into Annex 1 of the Order Form.

32.11 The Supplier must give all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment before starting any processing, including:

(a) a systematic description of the expected processing and its purpose;

(b) the necessity and proportionality of the processing operations;

(c) the risks to the rights and freedoms of Data Subjects;

(d) the intended measures to address the risks, including safeguards, security measures and mechanisms to protect Personal Data.

32.12 The Supplier must notify the Buyer immediately if it thinks the Buyer's instructions breach the Data Protection Legislation.

32.13 The Supplier must put in place appropriate Protective Measures to protect against a Data Loss Event which must be approved by the Buyer.

32.14 If lawful to notify the Buyer, the Supplier must notify it if the Supplier is required to process Personal Data by Law promptly and before processing it.

32.15 The Supplier must take all reasonable steps to ensure the reliability and integrity of any Supplier Staff who have access to the Personal Data and ensure that they:

(a) are aware of and comply with the Supplier's duties under this clause 14;

(b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;

(c) are informed of the confidential nature of the Personal Data and do not provide any of the Personal Data to any third Party unless directed in writing to do so by the Buyer or as otherwise allowed by the Contract;

(d) have undergone adequate training in the use, care, protection and handling of Personal Data.

32.16 The Supplier must not transfer Personal Data outside of the UK unless all of the following are true:

(a) it has obtained prior written consent of the Buyer;

(b) the Buyer has decided that there are appropriate safeguards (in accordance with Article 46 of the UK GDPR);

(c) the Data Subject has enforceable rights and effective legal remedies when transferred;

(d) the Supplier meets its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred;

(e) where the Supplier is not bound by Data Protection Legislation it must use its best endeavours to help the Buyer meet its own obligations under Data Protection Legislation; and

(f) the Supplier complies with the Buyer's reasonable prior instructions about the processing of the Personal Data.

32.17 The Supplier must notify the Buyer immediately if it:

(a) receives a Data Subject Access Request (or purported Data Subject Access Request);

(b) receives a request to rectify, block or erase any Personal Data;

(c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;

(d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Contract;

(e) receives a request from any third Party for disclosure of Personal Data where compliance with the request is required or claims to be required by Law;

(f) becomes aware of a Data Loss Event.

32.18 Any requirement to notify under clause 14.17 includes the provision of further information to the Buyer in stages as details become available.

32.19 The Supplier must promptly provide the Buyer with full assistance in relation to any Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 14.17. This includes giving the Buyer:

(a) full details and copies of the complaint, communication or request;

(b) reasonably requested assistance so that it can comply with a Data Subject Access Request within the relevant timescales in the Data Protection Legislation;

(c) any Personal Data it holds in relation to a Data Subject on request;

(d) assistance that it requests following any Data Loss Event;

(e) assistance that it requests relating to a consultation with, or request from, the Information Commissioner's Office.

32.20 The Supplier must maintain full, accurate records and information to show it complies with this clause 14. This requirement does not apply where the Supplier employs fewer than 250 staff, unless either the Buyer determines that the processing:

(a) is not occasional;

(b) includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR;

(c) is likely to result in a risk to the rights and freedoms of Data Subjects.

32.21 The Supplier must appoint a Data Protection Officer responsible for observing its obligations in this Schedule and give the Buyer their contact details.

32.22 Before allowing any Subprocessor to process any Personal Data, the Supplier must:

(a) notify the Buyer in writing of the intended Subprocessor and processing;

(b) obtain the written consent of the Buyer;

(c) enter into a written contract with the Subprocessor so that this clause 14 applies to the Subprocessor;

(d) provide the Buyer with any information about the Subprocessor that the Buyer reasonably requires.

32.23 The Supplier remains fully liable for all acts or omissions of any Subprocessor.

32.24 At any time the Buyer can, with 30 Working Days notice to the Supplier, change this clause 14 to:

(a) replace it with any applicable standard clauses (between the controller and processor) or similar terms forming part of an applicable certification scheme under UK GDPR Article 42;

(b) ensure it complies with guidance issued by the Information Commissioner's Office.

32.25 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner's Office.

32.26 The Supplier:

(a) must provide the Buyer with all Government Data in an agreed open format within 10 Working Days of a written request;

(b) must have documented processes to guarantee prompt availability of Government Data if the Supplier stops trading;

(c) must securely destroy all Storage Media that has held Government Data at the end of life of that media using Good Industry Practice;

(d) securely erase all Government Data and any copies it holds when asked to do so by the Buyer unless required by Law to retain it;

(e) indemnifies the Buyer against any and all Losses incurred if the Supplier breaches clause 14 and any Data Protection Legislation.

33. What you must keep confidential

33.1 Each Party must:

(a) keep all Confidential Information it receives confidential and secure;

(b) not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract;

(c) immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

33.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

(a) where disclosure is required by applicable Law or by a court with the relevant jurisdiction if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;

(b) if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;

(c) if the information was given to it by a third party without obligation of confidentiality;

(d) if the information was in the public domain at the time of the disclosure;

(e) if the information was independently developed without access to the disclosing Party's Confidential Information;

(f) to its auditors or for the purposes of regulatory requirements;

(g) on a confidential basis, to its professional advisers on a need-to-know basis;

(h) to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

33.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier Staff must enter into a direct confidentiality agreement with the Buyer at its request.

33.4 The Buyer may disclose Confidential Information in any of the following cases:

(a) on a confidential basis to the employees, agents, consultants and contractors of the Buyer;

(b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;

(c) if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;

(d) where requested by Parliament;

(e) under clauses 5.7 and 16.

33.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.

33.6 Information which is exempt from disclosure by clause 16 is not Confidential Information.

33.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable steps to ensure that Supplier Staff do not either.

34. When you can share information

34.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.

34.2 Within the required timescales the Supplier must give the Buyer full co-operation and information needed so the Buyer can:

(a) comply with any Freedom of Information Act (FOIA) request;

(b) comply with any Environmental Information Regulations (EIR) request.

The Buyer may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision, which does not need to be reasonable.

16A. Transparency

(1) The Parties acknowledge that the content of this Contract, including any changes to this Contract agreed from time to time is not Confidential Information, except for –

(i) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and

(ii) Commercially Sensitive Information;

(2) Notwithstanding any other provision of this Contract, the Supplier hereby gives its consent for the Buyer to publish to the general public this Contract in its entirety or parts of this contract thereof (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted).

(3) The Buyer shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decision in its absolute discretion.

(4) The Supplier shall assist and co-operate with the Buyer to enable the Buyer to publish.

35. Invalid parts of the contract

If any part of the Contract is prohibited by Law or judged by a court to be unlawful, void or unenforceable, it must be read as if it was removed from that Contract as much as required and rendered ineffective as far as possible without affecting the rest of the Contract, whether it's valid or enforceable.

36. No other terms apply

The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements and agreements whether written or oral. No other provisions apply.

37. Other people's rights in a contract

No third parties may use the Contracts (Rights of Third Parties) Act (CRTPA) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

38. Circumstances beyond your control

38.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:

(a) provides written notice to the other Party;

(b) uses all reasonable measures practical to reduce the impact of the Force Majeure Event.

38.2 Either party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously.

38.3 Where a Party terminates under clause 20.2:

(a) each party must cover its own losses;

(b) clause 11.5(b) to 11.5(g) applies.

39. Relationships created by the contract

The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

40. Giving up contract rights

A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

41. Transferring responsibilities

41.1 The Supplier cannot assign the Contract without the Buyer's written consent.

41.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.

41.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

41.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.

41.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

41.6 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of Subcontractors at all levels of the supply chain including:

(a) their name;

(b) the scope of their appointment;

(c) the duration of their appointment.

42. Changing the contract

42.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.

43. How to communicate about the contract

43.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective when sent unless an error message is received.

43.2 Notices to the Buyer or Supplier must be sent to their address in the Order Form.

43.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

44. Preventing fraud, bribery and corruption

44.1 The Supplier shall not:

(a) commit any criminal offence referred to in the Regulations 57(1) and 57(2);

(b) offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained

from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.

44.2 The Supplier shall take all reasonable steps (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with good industry practice, to prevent any matters referred to in clause 26.1 and any fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.

44.3 If the Supplier or the Staff engages in conduct prohibited by clause 26.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:

(a) terminate the Contract and recover from the Supplier the amount of any loss suffered by the Buyer resulting from the termination, including the cost reasonably incurred by the Buyer of making other arrangements for the supply of the Deliverables and any additional expenditure incurred by the Buyer throughout the remainder of the Contract; or

(b) recover in full from the Supplier any other loss sustained by the Buyer in consequence of any breach of this clause.

45. Equality, diversity and human rights

45.1 The Supplier must follow all applicable equality law when they perform their obligations under the Contract, including:

(a) protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise;

(b) any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

45.2 The Supplier must take all necessary steps, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

46. Health and safety

46.1 The Supplier must perform its obligations meeting the requirements of:

(a) all applicable law regarding health and safety;

(b) the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.

The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract.

47. Environment

47.1 When working on Site the Supplier must perform its obligations under the Buyer's current Environmental Policy, which the Buyer must provide.

47.2 The Supplier must ensure that Supplier Staff are aware of the Buyer's Environmental Policy.

48. Tax

48.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.

48.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Off Contract, the Supplier must both:

(a) comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions;

(b) indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Contract Period in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.

48.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains the following requirements:

(a) the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 30.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;

(b) the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;

(c) the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 30.2 or confirms that the Worker is not complying with those requirements;

(d) the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

49. Conflict of interest

49.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual or potential conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer.

49.2 The Supplier must promptly notify and provide details to the Buyer if a conflict of interest happens or is expected to happen.

49.3 The Buyer can terminate its Contract immediately by giving notice in writing to the Supplier or take any steps it thinks are necessary where there is or may be an actual or potential conflict of interest.

50. Reporting a breach of the contract

50.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of law, clause 13.1, or clauses 26 to 31.

50.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 32.1.

51. Resolving disputes

51.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute.

51.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 33.3 to 33.5.

51.3 Unless the Buyer refers the dispute to arbitration using clause 33.4, the Parties irrevocably agree that the courts of England and Wales have the exclusive jurisdiction to:

(a) determine the dispute;

(b) grant interim remedies;

(c) grant any other provisional or protective relief.

51.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.

51.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 33.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 33.4.

51.6 The Supplier cannot suspend the performance of the Contract during any dispute.

52. Which law applies

This Contract and any issues arising out of, or connected to it, are governed by English law.

Department for Transport

Below-threshold ITT
Contract Reference: TMAR3073