



Department
for Environment
Food & Rural Affairs

Conditions of Contract Short Form Enhanced

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Department
for Environment
Food & Rural Affairs

Palette Ltd



Attn: [Redacted]
By e-sourcing system (Bravo) to: [Redacted]

Date: [Redacted]
Your ref: [Redacted]

Dear [Redacted]
Supply of Drinks and catering services for 600 delegates at the International Plant Health Conference

Following your proposal for the supply of drinks and catering service on the evening of 22nd September 2022 to Defra (at Kew Gardens), we are pleased confirm our intention to award this contract to you.

The attached contract details ("**Order Form**"), contract conditions and set out the terms of the contract between Defra for the provision of the deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful delivery of the deliverables. Please confirm your acceptance of the Conditions by accepting the Order Form in the Bravo e-sourcing system within 7 days from the date of this letter, which will create a binding contract between us. No other form of acknowledgement will be accepted. Please remember to include the reference number above in any future communications relating to this contract.

Yours faithfully,




Category Manager Defra

2. Date	30/08/2022
3. Authority	Defra [Redacted]
4. Supplier	Palette Ltd [Redacted]
4a. Supplier Account Details	[Redacted]
	<p>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 [Annex/Annexes].</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> 1. Order Form, Annex 2 (<i>Specification</i>) and Annex 3 (<i>Charges</i>) with equal priority. 2. Conditions and Annex 1 (<i>Authorised Processing Template</i>) with equal priority. 3. 5 (<i>Sustainability</i>). <p>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</p>

6. Deliverables	Goods	<p>Canapes and drinks for 600 delegates as per the specification</p> <p>Delivered in accordance with the following instructions:</p> <p>Delivery Address: <i>Kew Gardens, The Orangery and Nash Conservatory</i></p> <p>Date of Delivery: 22/09/2022 Between 16:45 and 22:00</p>
	Services	<p>Delivery to venue, provision of staffing and uniforms, food and drink preparation, venue set up and break down, food and drink served to guests</p> <p>To be performed at Kew Gardens, The Oranagery and the Nash Conservatory</p>
7. Specification	The specification of the Deliverables is as set out in Annex 2.	
8. Term	<p>The Term shall commence on 21/09/2022</p> <p>and the Expiry Date shall be 22/09/2022 unless it is otherwise extended or terminated in accordance with the terms and conditions of the Contract.</p>	
9. Charges	The Charges for the Deliverables shall be as set out in Annex 3.	

10. Payment	<p>The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:</p> <p>Alternatively, you may post to:</p> <div data-bbox="486 331 858 562" style="background-color: black; width: 233px; height: 103px; margin: 10px 0;"></div> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative(s).</p>		
11. Authority Authorised Representative(s)	<p>For general liaison your contact will continue to be</p> <div data-bbox="486 1077 871 1155" style="background-color: black; width: 241px; height: 35px; margin: 10px 0;"></div>		
12. Address for notices	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Authority: Attention: <div data-bbox="603 1429 965 1467" style="background-color: black; width: 227px; height: 17px;"></div> Email: <div data-bbox="595 1503 880 1543" style="background-color: black; width: 179px; height: 18px;"></div> </td><td style="width: 50%; vertical-align: top;"> Supplier: Attention: <div data-bbox="1134 1429 1449 1467" style="background-color: black; width: 197px; height: 17px;"></div> Email: <div data-bbox="1046 1503 1406 1543" style="background-color: black; width: 225px; height: 18px;"></div> </td></tr> </table>	Authority: Attention: <div data-bbox="603 1429 965 1467" style="background-color: black; width: 227px; height: 17px;"></div> Email: <div data-bbox="595 1503 880 1543" style="background-color: black; width: 179px; height: 18px;"></div>	Supplier: Attention: <div data-bbox="1134 1429 1449 1467" style="background-color: black; width: 197px; height: 17px;"></div> Email: <div data-bbox="1046 1503 1406 1543" style="background-color: black; width: 225px; height: 18px;"></div>
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13. Key Personnel	<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> Authority: <div data-bbox="552 1704 761 1742" style="background-color: black; width: 131px; height: 17px; margin-bottom: 10px;"></div> <div data-bbox="528 1778 767 1818" style="background-color: black; width: 150px; height: 18px; margin-bottom: 10px;"></div> <div data-bbox="472 1854 853 1897" style="background-color: black; width: 239px; height: 19px;"></div> </td><td style="width: 50%; vertical-align: top;"> Supplier: <div data-bbox="1018 1704 1268 1765" style="background-color: black; width: 157px; height: 27px; margin-bottom: 10px;"></div> <div data-bbox="1082 1778 1182 1818" style="background-color: black; width: 63px; height: 18px; margin-bottom: 10px;"></div> <div data-bbox="999 1854 1369 1897" style="background-color: black; width: 232px; height: 19px;"></div> </td></tr> </table>	Authority: <div data-bbox="552 1704 761 1742" style="background-color: black; width: 131px; height: 17px; margin-bottom: 10px;"></div> <div data-bbox="528 1778 767 1818" style="background-color: black; width: 150px; height: 18px; margin-bottom: 10px;"></div> <div data-bbox="472 1854 853 1897" style="background-color: black; width: 239px; height: 19px;"></div>	Supplier: <div data-bbox="1018 1704 1268 1765" style="background-color: black; width: 157px; height: 27px; margin-bottom: 10px;"></div> <div data-bbox="1082 1778 1182 1818" style="background-color: black; width: 63px; height: 18px; margin-bottom: 10px;"></div> <div data-bbox="999 1854 1369 1897" style="background-color: black; width: 232px; height: 19px;"></div>
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14. Procedures and Policies	<p>For the avoidance of doubt, if other policies of the Authority are referenced in the Conditions and Annexes, those policies will also apply to the Contract on the basis described therein.</p> <p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Authority, or is of a type otherwise advised by the Authority (each such conviction a "Relevant Conviction"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a Disclosure and Barring Service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.</p>
15. Limitation of Liabilities	<p>See 12.1</p>
16. Insurance	<p>The Supplier shall hold the following insurance cover from the [start date/commencement date] [for the duration of the Contract] [for the duration of the Contract and continuing 6 months after the Expiry Date] in accordance with this Order Form</p> <p>- [REDACTED]</p>
<p>Signed for and on behalf of the Supplier</p> <p>Please accept in the e-sourcing system. This will provide acceptance of the contract</p>	<p>Signed for and on behalf of the Authority</p>
	<p>Name [REDACTED]</p> <p>[REDACTED]</p>
<p>Date:</p>	<p>Date: 30/08/2022</p>

Signature:

[Redacted Signature]