



Standard Terms and Conditions

1. Definitions - In these conditions:

- (i) "Contract" means unless otherwise clearly stated, the agreement between STSC and the Contractor comprising of as a minimum these Short Form Conditions of Contract and the Purchase Order, but also may include as referred to in STSC's request for quotation, any specification, the Contractor's quotation, and any other documents or content referred to therein.
- (ii) "Contractor" means the individual, firm or company with whom STSC enters into the Contract (including where the context requires any of the Contractor's sub-contractors).
- (iii) "STSC" means South Tees Site Company Limited
- (iv) "Supplies" means anything (other than Services) supplied or to be supplied to STSC under the Contract.
- (v) "Intellectual Property Rights" means patents, inventions, trademarks design rights, logos, copyright, database rights, and similar rights whether registerable or not
- (vi) "Purchase Order" means the Sage Purchase Order issued by STSC to the Contractor for the supply of Supplies and/or the provision of Services.
- (vii) "Services" means (other than Supplies) all the services that the Contractor is required to perform under the Contract
- (viii) "Working Day" means the day other than a Saturday or Sunday or bank or public holiday
- (ix) "Premises" means a specified location(s) where the Supplies shall be delivered or the Services shall be performed.

2. Conditions for Supplies - Contractor's duties

- (i) The Contractor shall supply the Supplies specified in the Contract. Supplies may be returned at the Contractor's expense if they do not correspond with the Contract.
- (ii) All Supplies shall be delivered, carriage paid, to the Premises specified and only between 8.00 am and 3.00 pm on a Working Day, unless otherwise agreed by STSC. A delivery note must accompany the Supplies and must specify the Purchase Order number and the type of Supplies being delivered.
- (iii) The cost of packaging will be deemed to be included in the cost of the Supplies. If the Contractor requires packaging to be returned, it will be returned at the Contractor's expense.
- (iv) The Contractor warrants to STSC that the Supplies shall be of satisfactory quality and fit and sufficient for purpose for which such Supplies are ordinarily used and for any particular purpose made known to the Contractor by STSC.
- (v) Without prejudice to any other right or remedy available to STSC, STSC shall be entitled to reject any Supplies that fail to comply with contractual requirements and the Contractor shall reimburse to STSC the price paid for such Supplies in full or at STSC's request, the Contractor shall at its own costs promptly repair, replace or rectify the Supplies to STSC's reasonable satisfaction.

3. Conditions for Services - Contractor's duties

The Contractor shall properly perform the Services on a Working Day specified in the Contract with the standard of skill, care and diligence which a competent and suitably qualified person performing such services could reasonably be expected to exercise and in accordance with all relevant statutory requirements and industry best practice.

4. Health, safety and security

The Contractor shall ensure that all of the Contractor's personnel who have access to or are employed on any Premises as required, shall comply with the Premises' health, safety and security procedures and instructions and complete any additional security clearance procedures required by the Premises before working at the Premises.

5. Invoices and Payment

The Contractor shall submit an invoice within 28 days of meeting any milestone set to the satisfaction of STSC or otherwise within 28 days of supplying the Supplies and or performing Services to the satisfaction of STSC. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, STSC shall pay the Contractor within 30 days of receipt of an invoice. Invoices should be sent by email to invoices@stscld.co.uk to ensure timely payment.

6. Disclosure of Information

- (i) To enable compliance with the Freedom of Information Act 2000 and the Environmental Information

Regulations 2004 (both as amended), STSC reserves the right to disclose information about this Contract pursuant to a valid request for information.

- (ii) The Contractor hereby gives consent for STSC to publish the Contract in its entirety to the general public.
- (iii) The Contractor shall not disclose any information relating to the Contract or STSC's activities without the prior written consent of STSC, which shall not be unreasonably withheld. Such consent shall not be required where the information is already in the public domain, is in the possession of the Contractor without restriction as to its disclosure, or is received from a third party who lawfully acquired it and is under no obligation restricting its disclosure.

7. Sub-contracting and assignment

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

8. Intellectual Property Rights

Subject to any prior rights of STSC and to the rights of third parties arising otherwise than under the Contract, such Intellectual Property Rights as are derived from or arise as a result of the performance of the Contract by the Contractor shall vest in STSC.

9. Termination

If the Contractor fails to fulfil its obligations under the Contract, STSC may terminate the Contract forthwith by written notice if it has not remedied the breach within 10 Working Days or other time period specified by STSC after issue of a notice specifying a breach. In accordance with condition 10, STSC may recover from the Contractor any reasonable costs necessarily and properly incurred by STSC as a consequence of termination

10. Break

- (i) Without prejudice to condition 9, STSC shall at any time have the right for convenience to terminate the Contract or reduce the quantity of Supplies or Services to be provided by the Contractor in each case by giving to the Contractor reasonable written notice. During the period of notice STSC may direct the Contractor to perform all or any of the work under the Contract. Where STSC has invoked either of these rights, the Contractor may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit, provided that the claim shall not exceed the total cost of the Contract.
- (ii) Termination or reduction under this provision shall not affect the rights of the parties to the Contract that may have accrued up to the date of termination.

11. Indemnity

- (i) The Contractor shall fully and promptly indemnify STSC against all direct losses, injury, damages, costs or liabilities or proceedings incurred by STSC as a result of any act, default or negligence of the Contractor or any of its employees or sub-contractors in carrying out its obligations under the Contract except and to the extent it is due to the act, default, or negligence of STSC or any of its employees.
- (ii) If the Contract is not expressly one of employment, then this means the Contractor is not a STSC employee, worker, agent or partner, and the Contractor shall be fully responsible for all their own tax and national insurance contributions. In any failure to pay any such taxes, the Contractor shall pay in full any money or fine that STSC incurs as a result of the Contractor failing to pay such taxes. This clause shall survive termination of the Contract.

12. Recovery of Sums from Contractor

Whenever under the Contract any sum or sums of money shall be recoverable from or payable by the Contractor to STSC, that amount may be deducted from any sum then due, or which at any later time may become due, to the Contractor under the Contract or under any other contract with STSC.

13. Insurance

The Contractor shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by it in the performance of this Contract or as STSC may from time to time require.

14. Notices

A notice may be served: by delivery to the Contractor; by sending it by email or facsimile to him; or by ordinary first class post to the Contractor's last known place of business or registered office. A notice shall be deemed served at the time of delivery, after four hours for an email or facsimile, or on the second Working Day after posting.

15. Law and Jurisdiction

The Contract shall be governed by and interpreted in accordance with the laws of England and Wales. The parties hereby submit to the exclusive jurisdiction of the English Courts.

16. Dispute Resolution

In the event of dispute, the parties shall negotiate in good faith to reach a solution. If they do not reach a solution within one month STSC may refer the dispute to mediation. During the dispute the Contractor shall at STSC's discretion continue to perform the Contract with all due diligence.

17. Variations to the Contract

No variation to the Contract will be effective until it has been formally agreed by STSC and the Contractor and recorded as such.

18. Compliance with the Law

The Contractor shall comply with its obligations under the Contract in accordance with all applicable legislation, byelaws, regulatory policy, guidance or industry code.

19. Third Parties

Nothing in this Contract confers or purports to confer on any third party any right to enforce the terms of this Contract. The provisions of the Contracts (Rights of Third Parties Act 1999 as amended) are expressly excluded from this Contract.

20. Entire Agreement

This Contract constitutes the entire agreement between the parties relating to the subject matter of the Contract.