



Security Industry Authority

**THE SECURITY INDUSTRY AUTHORITY**

and

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**TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES**

Relating to the supply of  
**SIA 795 – Provision of Inquest Chambers 2023**



**SERVICE ORDER FORM**

**Title: SIA 795 – Provision of Inquest Chambers 2023**

|      |                  |              |   |
|------|------------------|--------------|---|
| Date | 27 February 2023 | Order Number | <input type="checkbox"/> ]<br>To be quoted on all correspondence relating to this Order |
|------|------------------|--------------|---|

**FROM**

|                    |   |            |
|--------------------|---|------------|
| Customer           | Security Industry Authority               | "Customer" |
| Customer's Address | 10 South Colonnade, Canary Wharf, E14 4PU |            |
| Invoice Address    | 10 South Colonnade, Canary Wharf, E14 4PU |            |
| Contact Ref:       | [REDACTED]                                |            |

**TO**

|                    |            |
|--------------------|------------|
| Supplier           | [REDACTED] |
| Supplier's Address | [REDACTED] |
| Account Manager    | [REDACTED] |



**1. SERVICE TERM (PERFORMANCE DATES)**

**(1.1) Performance dates**

**Services Commencement Date: 27/02/2023**

**End date: 26/02/2025**

**Term: 2 years**

**Optional Extension: 6-months**

**2. SERVICES REQUIREMENTS**

**(2.1) Premises:**

10 South Colonnade, Canary Wharf, E14 4PU

**(2.2) Services and Deliverables required**

|   |   |
|---|---|
| 1 | Written advice to be completed in timely manner. Normally, 21 days from instruction, albeit some instructions will require action within tight timeframes |
| 2 | Hold case conferences with instructing agents (professional clients, investigators and expert witnesses)  |
| 3 | Representing the client throughout all proceedings before the applicable Coroners Court   |
| 4 | Advising on claims for judicial review; and   |
| 5 | Occasional virtual training events (inquests and coronial matters).   |

Details of any other optional Services required by the Customer:

- As included in the Request for Quote (RFQ) - SIA Provision of Inquest Chambers 2023
- As quoted in Suppliers response on 14 February 2023





**6. INSURANCE**

**(6.1)** To comply with its obligations under this Contract and as a minimum, where requested by the Customer in writing the Supplier shall ensure that:

- (i) **professional indemnity insurance** is held by the Supplier and by any agent, Sub-Contractor or consultant involved in the supply of the Services has a minimum limit of indemnity of one million pounds sterling (£1,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;
- (ii) **public liability insurance** adequate to cover all risks in the performance of this Contract from time to time with a minimum limit of two million pounds sterling (£2,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time; and
- (iii) **employers' liability insurance** with a minimum limit of five million pounds sterling (£5,000,000) or such higher minimum limit as required by Law from time to time.

**7. TERMINATION**

**(7.1) Termination for convenience notice period**

At least ninety (90) Working Days in accordance with Clause 11.2 **Error! Reference source not found.**

**8. CHANGE PROCEDURE**

**(8.1)** Either party may issue a change request to the other party at any time during the term of this Contract.

**(8.2)** No proposed change shall be implemented by the Supplier until a Change Authorisation Note has been agreed, signed and issued by the Customer in accordance with paragraph 8.3 below.

**(8.3) Change Authorisation Note:**

|  |  |
|--|--|
| <b>Title and change request number:</b><br>[e.g. "Change to the charges under this contract /CR001"] | <b>Detail of change request:</b>           |
| <b>Required by date:</b>   | <b>Date of change request:</b>             |
| <b>Raised by:</b> [e.g. Supplier or Customer]  | <b>Proposed adjustment to the charges:</b> |
|  |  |



| SIGNED ON BEHALF OF THE CUSTOMER  | SIGNED ON BEHALF OF THE SUPPLIER |
|---|----------------------------------|
|   |                                  |
| <p>(8.4) Until a Change Authorisation Note has been signed and issued by the Customer in accordance with Paragraph 8.2, then:</p>   |                                  |
| <p>(a) unless the Customer expressly agrees (or requires) otherwise in writing, the Supplier shall continue to supply the Services in accordance with the existing terms of this Contract as if the proposed Contract change did not apply; and</p>   |                                  |
| <p>(b) any discussions, negotiations or other communications which may take place between the Customer and the Supplier in connection with any proposed Contract change shall be without prejudice to each Party's other rights under this Contract.</p>  |                                  |
| <p>(8.5) The costs of preparing each change request shall be borne by the party making the change request.</p>  |                                  |
| <p>(8.6) If the parties are unable to agree the change request within 30 days of receiving such a request, that request shall be deemed to have been rejected. No party is permitted to submit the same or materially similar change request within 3 months of its rejection under this paragraph 8.6.</p> |                                  |

**9. FORMATION OF CONTRACT**

9.1 The Customer shall enter into a Contract by sending this Order Form to the Supplier for the provision of the Goods or Services referred to in the Order Form.

9.2 The Supplier shall enter into the Contract by returning a signed copy of the Order Form to the Customer.

9.3 The Contract shall be formed when the Customer acknowledges the receipt of the signed copy of the Order Form.

**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES** to enter a legally binding contract with the Customer to provide the Goods and/or Services. The Parties hereby acknowledge and agree that they have read the Standard Terms set out in Schedule 1 below and the Order Form and by signing below agree to be bound by the terms of this Contract.

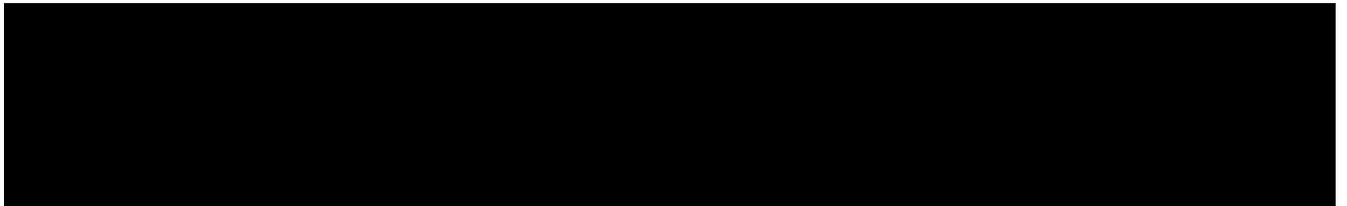


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**For and on behalf of the Supplier:**



**For and on behalf of the Customer:**





## Schedule 1

### Standard Terms

#### **1** Interpretation

1.1 **Definitions.** In these Conditions, the following terms apply:

**“Business Day”** means Monday to Friday, excluding Saturday and Sunday and public holidays in England.

**“Conditions”** means these terms and conditions as amended from time to time in accordance with clause 14.8.

**“Contract”** means the contract between the Customer and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.

**“Customer”** means the Security Industry Authority.

**“Data Protection Legislation”** means the Data Protection Act 2018, or, for the period it remains in force in the UK, the General Data Protection Regulation (EU) 2016/679 (‘GDPR’) (as applicable) and any other applicable laws relating to the protection of personal data and the privacy of individuals (all as amended, updated or re-enacted from time to time).

**“Deliverables”** means all records, reports (including drafts), documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data and typographical arrangements.

**“Goods”** means the goods (or any part of them) set out in the Order.

**“Intellectual Property Rights”** means patents, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, which subsist or will subsist now or in the future in any part of the world.

**“Order”** means the Customer’s order for the supply of Goods and/or Services, as set out in the order form at the front of these Standard Terms.

**“Purchase Order”** means the commercial document issued by the Customer to the Supplier on or after the execution of this Contract, which sets out the type, quantities and agreed price for the Goods and or Services to be provided by the Supplier.

**“Services”** means the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in a Specification or Order.



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“**Specification**” means any specification for the Goods or Services set out in the Order.

“**Supplier**” means the person or firm from whom the Customer purchases the Goods and/or Services.

1.2 In these Conditions, unless the context requires otherwise, the following rules apply:

1.2.1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).

1.2.2 A reference to a party includes its personal representatives, successors and permitted assigns.

1.2.3 A reference to a statute or statutory provision is a reference to it as amended or re-enacted. A reference to a statute or statutory provision includes all subordinate legislation made under that statute or statutory provision.

## **2 Basis of contract**

2.1 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.2 The Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

2.3 To the extent that no contract has been agreed between the parties, the Order shall be deemed to be accepted on the earlier of:

2.3.1 the Supplier issuing written acceptance of the Order; or

2.3.2 any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence (**Commencement Date**).

2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

## **3 Not Used**

3.1 Not Used

## **4 Supply of Services**

4.1 The Supplier shall from the date set out in the Order and for the duration of the Contract supply the Services to the Customer in accordance with the terms of the Contract.

4.2 In providing the Services, the Supplier shall:

4.2.1 meet any performance dates for the Services specified in the Order;



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- 4.2.2 co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
  - 4.2.3 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
  - 4.2.4 ensure that the Deliverables comply with the Specification (if any) and are free from defects in workmanship, installation and design;
  - 4.2.5 obtain and at all times maintain all licences and consents which may be required for the provision of the Services and observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises; and
  - 4.2.6 comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services.
- 4.3 The Customer shall:
- 4.3.1 provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services; and
  - 4.3.2 provide such necessary information for the provision of the Services as the Supplier may reasonably request.
- 4.4 Unless otherwise specified in the Order and subject to clause 5 (Remedies), this Contract shall cease to exist on completion of the Services by the Supplier.

## **5 Remedies**

- 5.1 If the Supplier fails to perform the Services by the applicable date, the Customer shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:
- 5.1.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
  - 5.1.2 to reject the Services (in whole or in part) at the Supplier's own risk and expense;
  - 5.1.3 to require the Supplier to provide a full refund of the price of the rejected Goods
  - 5.1.4 to refuse to accept any subsequent performance of the Services the Supplier attempts to make;
  - 5.1.5 to recover from the Supplier any costs incurred by the Customer in obtaining substitute services from a third party;
  - 5.1.6 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided ; and



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5.1.7 to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates.

5.2 The Customer's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

### **6 Price and payment**

6.1 The price for the Services shall be the price set out in the Order.

6.2 The price of the Services is exclusive of amounts in respect of value added tax (VAT), but includes the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Customer.

6.3 The Customer shall, on receipt of a valid VAT invoice (related to a Purchase Order issued by the Customer) from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services.

6.4 The Supplier may invoice the Customer for the Services on or at any time after the completion of delivery unless otherwise agreed as a payment plan in the Order.

6.5 The Customer shall pay correctly rendered invoices which must include the Customer's Purchase Order reference within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier. Where no Purchase Order reference number is included in the invoice the Customer shall have no obligation to pay.

6.6 If a party fails to make any payment due to the other under the Contract by the due date for payment (due date), then the defaulting party shall pay interest on the overdue amount at the rate of 2% per annum above the Bank of England's base lending rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.

6.7 The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part. The Customer may, without limiting any other rights or remedies it may have, set off any amount owed to it by the Supplier under the Contract against any amounts payable by it to the Supplier under the Contract.

### **7 Intellectual property rights**

7.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier.

7.2 The Supplier acknowledges that all materials, equipment and tools, drawings, specifications, data supplied by the Customer to the Supplier (Customer Materials) and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good



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condition until returned to the Customer, and not dispose or use the same other than in accordance with the Customer's written instructions or authorisation.

- 7.3 The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables for the purpose of receiving and using the Services and the Deliverables.
- 7.4 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy the Customer Materials for the term of the Contract for the purpose of providing the Services to the Customer.
- 7.5 The Customer grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy the Customer Materials for the term of the Contract for the purpose of providing the Services to the Customer.

## **8 Data Protection**

- 8.1 The parties agree that where personal data (as defined in the GDPR) will be processed by the Supplier on the Customer's behalf the data protection schedule appended to the Contract shall govern the parties obligations in respect of such personal data in accordance with the Data Protection Legislation.

## **9 Insurance**

- 9.1 During the term of the Contract and for a period of 6 months thereafter, the Supplier shall maintain in force, with a reputable insurance company, such insurance cover as indicated in the Order at section 6.1, and shall, on the Customer's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

## **10 Confidentiality**

- 10.1 A party (receiving party) shall keep in strict confidence and not use or exploit in any way except for or in connection with the purpose of discharging the receiving party's obligations under the Contract, all confidential or proprietary information which is disclosed to the receiving party by the other party (disclosing party), its employees, agents or subcontractors, including any other confidential information concerning the disclosing party's business, its products or its services which the receiving party may obtain. The obligations of each party shall continue for a period of 5 years from the termination of this Contract.
- 10.2 The receiving party shall only disclose such confidential information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep such information confidential as if they were the receiving party. Any other disclosure can only be made with the disclosing party's prior written consent.
- 10.3 Each party may disclose the confidential information to the minimum extent required by any order of any court of competent jurisdiction or any competent judicial, governmental or regulatory body or the laws or regulations of any country with jurisdiction over it (provided, in



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the case of a disclosure under the Freedom of Information Act 2000, none of the exemptions to that Act applies to the disclosed information).

### **11 Termination**

11.1 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:

11.1.1 the other party commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

11.1.2 the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction; or

11.1.3 the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.

11.2 Notwithstanding the rights of the parties as set out in clause 11.1, the Customer may terminate this Contract for convenience by giving written notice as specified in section 7 of the Order to the Supplier.

### **12 Consequences of termination**

12.1 On termination of the Contract, the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

12.2 Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

### **13 Force majeure**

13.1 Neither party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract. If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 10 Business Days, the Customer may terminate this Contract immediately by giving written notice to the Supplier.



**14**     **General**

**14.1**    **Assignment.**

14.1.1     The Customer may at any time assign, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract. The Contract may be transferred to any body (including any private sector body), that may succeed the Customer as a result of government restructuring/reform, and which substantially performs any of the functions that had previously been performed by the Customer.

14.1.2     The Supplier shall not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Customer.

**14.2**    **Notices.**

14.2.1     Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier, or e-mail.

14.2.2     A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 14.2.1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by e-mail, 24 hours after transmission.

14.2.3     The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.

**14.3**    **Severance.** If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause 14.3 shall not affect the validity and enforceability of the rest of the Contract.

**14.4**    **Waiver.** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.



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- 14.5 **No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 14.6 **Entire agreement.** The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
- 14.7 **Third party rights.** A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 14.8 **Variation.** Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in accordance with the change procedure set out in paragraph 8 of the Order.
- 14.9 **Governing law and Jurisdiction.** The contract and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with English Law and the parties irrevocably submit to the exclusive jurisdiction of the Courts of England and Wales.