

## S2 - PRECEDENT CONTRACT FOR THE PURCHASE OF SERVICES

### SECTION A

**This Contract** is dated [ ] [ ] 2011.

#### Parties

- (1) **[UK Shared Business Services Ltd (UK SBS) (formerly RCUK Shared Services Centre Ltd)** (a limited company registered in England and Wales with company number 06330639) **OR** [[ ]], established under the [Science and Technology Act 1965], as a body incorporated by Royal Charter, of [Polaris House, North Star Avenue, Swindon SN2 1ET]] (**the Customer**).
- (2) [ ], [a company incorporated and registered in [COUNTRY] with company number [NUMBER] and registered VAT number [NUMBER] whose registered office is at [REGISTERED OFFICE ADDRESS]] [a partnership under the laws of [COUNTRY] whose address is [ADDRESS]] [a business with its trading address at [ADDRESS]] (**the Supplier**).

#### Background

The Customer wishes the Supplier to supply, and the Supplier wishes to supply, the Services (as defined below) in accordance with the terms of the Contract (as defined below).

#### Agreed terms

##### A1 Interpretation

A1-1 **Definitions.** In the Contract (as defined below), the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business.

**Charges:** the charges payable by the Customer for the supply of the Services in accordance with clause B4.

**Confidential Information:** any confidential information, know how and data (in any form or medium) which relates to UK SBS, the Research Councils or the Supplier, including information relating to the businesses of UK SBS, the Research Councils or the Supplier and information relating to their staff, finances, policies and procedures. This includes information identified as confidential in the Order or the

Special Conditions (if any).

**Contract:** the contract between the Customer and the Supplier for the supply of the Services, in accordance with the terms of this Contract, any Special Conditions and the Order only.

**Deliverables:** all 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, including computer programs, data, reports and specifications (including drafts).

**Document:** includes, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

**EIR:** the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**FOIA:** the Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Information:** has the meaning given under section 84 of FOIA.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights (including moral rights), trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Order:** the Customer's order for the Services, as set out in the Customer's completed purchase order form (including any Specification) which is in the format of the pro forma order form attached at Schedule 2. For the avoidance of doubt, if the Customer's purchase order form is not in the format of the pro forma order form at Schedule 2, it will not constitute an Order.

**Public Body:** any part of the government of the United Kingdom including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales, local authorities, government ministers and government departments and government agencies.

**UK SBS:** UK Shared Business Services Ltd (a limited company registered in England and Wales with company number 06330639).

**Request for Information:** a request for Information or an apparent request under FOIA or EIR.

**Research Councils:** the Arts and Humanities Research Council, the Biotechnology and Biological Sciences Research Council, the Engineering and Physical Sciences Research Council, the Economic and Social Research Council, the Medical Research Council, the Natural Environment Research Council, the Science and Technology Facilities Council, and any replacement or successor organisations to any of those bodies from time to time.

**Services:** the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Order.

**Special Conditions:** the special conditions (if any) set out in Schedule 1.

**Specification:** any specification for the Services, including any related plans and drawings, that is supplied to the Supplier by UK SBS or the Customer, or produced by the Supplier and agreed in writing by UK SBS or the Customer.

**Supplier's Associate:** any individual or entity associated with the Supplier including, without limitation, the Supplier's subsidiary, affiliated or holding companies and any employees, agents or contractors of the Supplier and / or its subsidiary, affiliated or holding companies or any entity that provides services for or on behalf of the Supplier.

**TUPE:** the Transfer of Undertakings (Protection of Employment) Regulations 2006 as amended or replaced from time to time.

**Working Day:** any Business Day excluding 27, 28, 29, 30 and 31 December in any year.

A1-2 **Construction.** In the Contract, unless the context requires otherwise, the following rules apply:

A1-2-1 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality)

A1-2-2 A reference to a party includes its personal representatives, successors or permitted assigns.

A1-2-3 A reference to a statute or statutory provision is a reference to such statute or provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

A1-2-4 Any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms.

A1-2-5 The headings in the Contract are for ease of reference only and do not affect the interpretation or construction of the Contract.

A1-2-6 A reference to **writing** or **written** includes faxes and e-mails.

## **A2 Basis of contract**

A2-1 Where UK SBS is not the Customer, UK SBS is the agent of the Customer for the purpose of procurement and is authorised to negotiate and enter into contracts for the supply of services on behalf of the Customer. UK SBS will not itself be a party to, nor have any liability under, the Contract unless it is expressly specified as Customer.

A2-2 The terms of this Contract, any Special Conditions and the Order apply to the Contract to the exclusion of all other terms and conditions, including any other terms that the Supplier seeks to impose or incorporate (whether in any quotation, confirmation of order, in correspondence or in any other context), or which are implied by trade, custom, practice or course of dealing.

A2-3 If there is any conflict or inconsistency between the terms of this Contract, the Special Conditions (if any) and the Order (including any Specification), the terms of this Contract will prevail over the Special Conditions and the Special Conditions will prevail over the Order (including any Specification), in each case to the extent necessary to resolve that conflict or inconsistency.

A2-4 The Order constitutes an offer by the Customer to purchase the Services in accordance with the terms of this Contract (and any Special Conditions). This offer shall remain valid for acceptance by the Supplier, in accordance with clause A2-5, for 28 days from the date of the Order. Notwithstanding that after 28 days the offer will have expired, the Customer may, at its discretion, nevertheless treat the offer as still valid and may elect to accept acceptance by the Supplier, in accordance with clause A2-5, as valid acceptance of the offer.

A2-5 Subject to clause A2-4, the Order shall be deemed to be accepted on the date on which authorised representatives of both parties have signed a copy of this Contract, at which point the Contract shall come into existence. The Contract shall remain in force until all the parties' obligations have been performed in accordance with the Contract, at which point it shall expire, or until the Contract has been terminated in accordance with clause A3.

## **A3 Termination**

A3-1 The Customer may terminate the Contract in whole or in part at any time before the Services are provided with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. The Customer shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss. The Supplier shall have a duty to mitigate its costs and shall on request provide proof of expenditure for any compensation claimed.

A3-2 The Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:

A3-2-1 the circumstances set out in clauses B2-1-1, C3-1 or C4-1 apply; or

A3-2-2 the Supplier breaches any term of the Contract and (if such breach is remediable) fails to remedy that breach within 30 days of being notified in writing of the breach; or

A3-2-3 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986, or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986, or (being a partnership) has any partner to whom any of the foregoing apply; or

A3-2-4 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors; or

A3-2-5 (being a company) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier; or

A3-2-6 (being an individual) the Supplier is the subject of a bankruptcy petition or order; or

A3-2-7 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 14 days; or

A3-2-8 (being a company) an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier; or

A3-2-9 (being a company) a floating charge holder over the Supplier's assets has become entitled to appoint or has appointed an administrative receiver; or

A3-2-10 a person becomes entitled to appoint a receiver over the Supplier's assets or a receiver is appointed over the Supplier's assets; or

A3-2-11 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause A3-2-3 to clause A3-2-10 inclusive; or

- A3-2-12 there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010); or
- A3-2-13 the Supplier suspends, or threatens to suspend, or ceases or threatens to cease to carry on, all or substantially the whole of its business; or
- A3-2-14 the Supplier's financial position deteriorates to such an extent that in the Customer's opinion the Supplier's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
- A3-2-15 (being an individual) the Supplier dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation; or
- A3-2-16 in the opinion of the Customer, any circumstance arises which would provide a right for the Customer to terminate the Contract pursuant to Regulation 73(1) of the Public Contracts Regulations 2015.
- A3-3 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Clauses which expressly or by implication survive termination or expiry of the Contract shall continue in full force and effect.
- A3-4 Without prejudice to clause A3-3, clauses B1, B2, B8, B5, B6, B7, B8, B9, C1, C2, C6 and C7 shall survive the termination or expiry of the Contract and shall continue in full force and effect.
- A3-5 Upon termination or expiry of the Contract, the Supplier shall immediately:
- A3-5-1 cease all work on the Contract;
- A3-5-2 deliver to the Customer all Deliverables and all work-in-progress whether or not then complete. If the Supplier fails to do so, then the Customer may enter the Supplier's premises and take possession of them. 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 this Contract;
- A3-5-3 cease use of and return (or, at the Customer's election, destroy) all Customer Materials in the Supplier's possession or control; and
- A3-5-4 cease all use of, and delete all copies of, UK SBS's or the Customer's Confidential Information.

## SECTION B

### B1 Supply of Services

B1-1 The Supplier shall from the date set out in the Order and until the end date specified in the Order provide the Services to the Customer in accordance with the terms of the Contract.

B1-2 The Supplier shall meet any performance dates for the Services (including the delivery of Deliverables) specified in the Order or notified to the Supplier by the Customer.

B1-3 In providing the Services, the Supplier shall:

B1-3-1 co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;

B1-3-2 [perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade

B1-3-3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

B1-3-4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Order, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Customer;

B1-3-5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

B1-3-6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design;

B1-3-7 obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws and regulations;

B1-3-8 observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises; and

B1-3-9 not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Customer may rely or act on the Services.

- B1-4 The Customer's rights under the Contract are without prejudice to and in addition to the statutory terms implied in favour of the Customer under the Supply of Goods and Services Act 1982 and any other applicable legislation.
- B1-5 Without prejudice to the Customer's statutory rights, the Customer will not be deemed to have accepted any Deliverables until the Customer has had at least 14 Working Days after delivery to inspect them and the Customer also has the right to reject any Deliverables as though they had not been accepted for 14 Working Days after any latent defect in the Deliverables has become apparent.
- B1-6 If, in connection with the supply of the Services, the Customer permits any employees or representatives of the Supplier to have access to any of the Customer's premises, the Supplier will ensure that, whilst on the Customer's premises, the Supplier's employees and representatives comply with:
- B1-6-1 all applicable health and safety, security, environmental and other legislation which may be in force from time to time; and
- B1-6-2 any Customer policy, regulation, code of practice or instruction relating to health and safety, security, the environment or access to and use of any Customer laboratory, facility or equipment which is brought to their attention or given to them whilst they are on Customer premises by any employee or representative of the Customer.
- B1-7 The Supplier warrants that the provision of Services shall not give rise to a transfer of any employees of the Supplier or any third party to UK SBS or the Customer pursuant to TUPE.

## **B2 Customer remedies**

- B2-1 If the Supplier fails to perform the Services by the applicable dates, UK SBS or the Customer shall, without limiting its other rights or remedies, have one or more of the following rights:
- B2-1-1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
- B2-1-2 to refuse to accept any subsequent performance of the Services (including delivery of Deliverables) which the Supplier attempts to make;
- B2-1-3 to recover from the Supplier any costs incurred by UK SBS or the Customer in obtaining substitute services from a third party;
- B2-1-4 where the Customer has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier; or
- B2-1-5 to claim damages for any additional costs, loss or expenses incurred by UK SBS or the Customer which are in any way attributable to the Supplier's failure to meet such dates.

B2-2 Not Used

B2-3 The Contract shall extend to any substituted or remedial services provided by the Supplier.

B2-4 The Customer's rights under the Contract are in addition to its rights and remedies implied by statute and common law.

### **B3 Customer's obligations**

B3-1 The Customer shall:

B3-1-1 provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services; and

B3-1-2 provide such information to the Supplier as the Supplier may reasonably request and the Customer considers reasonably necessary for the purpose of providing the Services.

### **B4 Charges and payment**

B4-1 The Charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.

B4-2 Where the Order states that the Services are to be provided on a time and materials basis, the Charges for those Services will be calculated as follows:

B4-2-1 the charges payable for the Services will be calculated in accordance with the Supplier's standard daily fee rates (as at the date of the Order), subject to any discount specified in the Order;

B4-2-2 the Supplier's standard daily fee rates for each individual person will be calculated on the basis of an eight-hour day worked between such hours and on such days as are agreed by the Customer and the Supplier;

B4-2-3 the Supplier will not be entitled to charge pro-rata for part days without the prior written consent of the Customer;

B4-2-4 the Supplier will ensure that every individual whom it engages to perform the Services completes time sheets recording time spent on the Services and the Supplier will use such time sheets to calculate the charges covered by each invoice and will provide copies of such time sheets to the Customer upon request; and

- B4-2-5 the Supplier will invoice the Customer monthly in arrears for its charges for time, as well as any previously agreed expenses and materials for the month concerned calculated as provided in this clause B4-2 and clause B4-3.
- B4-3 The Customer will reimburse the Supplier at cost for all reasonable travel, subsistence and other expenses incurred by individuals engaged by the Supplier in providing the Services to the Customer provided that the Customer's prior written approval is obtained before incurring any such expenses, that all invoices for such expenses are accompanied by valid receipts and provided that the Supplier complies at all times with UK SBS's expenses policy from time to time in force.
- B4-4 The Supplier shall invoice the Customer on completion of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.
- B4-5 In consideration of the supply of the Services by the Supplier, the Customer shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice. Payment shall be made to the bank account nominated in writing by the Supplier unless the Customer agrees in writing to another payment method.
- B4-6 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.
- B4-7 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow the Customer to inspect such records at all reasonable times on request.
- B4-8 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 against any amounts payable by it to the Supplier under the Contract.
- B4-9 The Supplier acknowledges and agrees that it will pay correctly rendered invoices from any of its suppliers or other sub-contractors within 30 days of receipt of the invoice.

## **B5 Customer property**

- B5-1 The Supplier acknowledges that all information (including confidential information), equipment and tools, drawings, specifications, data, software and any other materials supplied by UK SBS and the Customer to the Supplier (**Customer Materials**) and all rights in the Customer Materials are and shall remain at all times the exclusive property of UK SBS or the Customer (as appropriate). The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in

good condition until returned to UK SBS or the Customer, and not dispose or use the same other than for the sole purpose of performing the Supplier's obligations under the Contract and in accordance with UK SBS's or the Customer's written instructions or authorisation.

## **B6 Intellectual property rights**

- B6-1 In respect of any goods that are transferred to the Customer under the Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to the Customer, it will have full and unrestricted rights to transfer all such items to the Customer.
- B6-2 Save as otherwise provided in the Special Conditions, the Supplier assigns to the Customer, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables. Where those products or Deliverables incorporate any Intellectual Property Rights owned by or licensed to the Supplier which are not assigned under this clause, the Supplier grants to the Customer a worldwide, irrevocable, royalty-free, transferable licence, with the right to grant sub-licences, under those Intellectual Property Rights to maintain, repair, adapt, copy and use those products and Deliverables for any purpose.
- B6-3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- B6-4 The Supplier shall, promptly at UK SBS or the Customer's request, do (or procure to be done) all such further acts and things and execute all such other documents as UK SBS or the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to the Customer in accordance with clause B6-2.

## **B7 Indemnity**

- B7-1 The Supplier shall indemnify, and shall keep indemnified, UK SBS and the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by UK SBS and the Customer as a result of or in connection with:

B7-1-1 any claim made against UK SBS or the Customer by a third party arising out of, or in connection with, the supply of the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors;

B7-1-2 any claim brought against UK SBS or the Customer for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the receipt, use or supply of the Services; and

B7-1-3 any claim whether in tort, contract, statutory or otherwise, demands, actions, proceedings and any awards arising from a breach by the Supplier of clause B1-7 of the Contract.

B7-2 This clause B7 shall survive termination or expiry of the Contract.

## **B8 Insurance**

B8-1 During the term of the Contract and for a period of 3 years thereafter, the Supplier shall maintain in force the following insurance policies with reputable insurance companies:

B8-1-1 professional insurance for not less than £2 million per claim;

B8-1-2 public liability insurance for not less than £5 million per claim (unlimited claims); [and]

B8-1-3 employer liability insurance for not less than £5 million per claim (unlimited claims) [; and]

B8-1-4 product liability insurance for not less than £[5] million for claims arising from any single event and not less than £5 million in aggregate for all claims arising in an year.

B8-1-5 The Supplier shall ensure that the Customer's interest is noted on each insurance policy, or that a generic interest clause has been included.

B8-2 On UK SBS's or the Customer's written request, the Supplier shall provide UK SBS or the Customer with copies of the insurance policy certificates and details of the cover provided.

B8-3 The Supplier shall ensure that any subcontractors also maintain adequate insurance having regard to the obligations under the Contract which they are contracted to fulfil.

B8-4 The Supplier shall:

B8-4-1 do nothing to invalidate any insurance policy or to prejudice the Customer's entitlement under it; and

B8-4-2 notify the Customer if any policy is (or will be) cancelled or its terms are (or will be) subject to any material change.

- B8-5 The Supplier's liabilities under the Contract shall not be deemed to be released or limited by the Supplier taking out the insurance policies referred to in clause B8-1.
- B8-6 If the Supplier fails or is unable to maintain insurance in accordance with clause B8-1, UK SBS or the Customer may, so far as it is able, purchase such alternative insurance cover as it deems to be reasonably necessary and shall be entitled to recover all reasonable costs and expenses it incurs in doing so from the Supplier.

## **B9 Liability**

- B9-1 In this clause B9, a reference to UK SBS's or the Customer's liability for something is a reference to any liability whatsoever which UK SBS or the Customer might have for it, its consequences, and any direct, indirect or consequential loss, damage, costs or expenses resulting from it or its consequences, whether the liability arises under the Contract, in tort or otherwise, and even if it results from UK SBS's or the Customer's negligence or from negligence for which UK SBS or the Customer would otherwise be liable.
- B9-2 Neither UK SBS nor the Customer is in breach of the Contract, and neither UK SBS nor the Customer have any liability for anything, to the extent that the apparent breach or liability is attributable to the Supplier's breach of the Contract.
- B9-3 Subject to clause B9-6, neither UK SBS nor the Customer shall have any liability for:
- B9-3-1 any indirect or consequential loss or damage;
- B9-3-2 any loss of business, rent, profit or anticipated savings;
- B9-3-3 any damage to goodwill or reputation;
- B9-3-4 loss, theft, damage or destruction to any equipment, tools, machinery, vehicles or other equipment brought onto the Customer's premises by or on behalf of the Supplier; or
- B9-3-5 any loss, damage, costs or expenses suffered or incurred by any third party.
- B9-4 Subject to clause B9-6, UK SBS and the Customer's total liability shall be limited to the Charges.
- B9-5 [Subject to clause B9-6, the Supplier's total liability in connection with the Contract shall be limited to £1,000,000.
- B9-6 Nothing in the Contract restricts either UK SBS's, the Customer's or the Supplier's liability for:

B9-6-1 death or personal injury resulting from its negligence; or

B9-6-2 its fraud (including fraudulent misrepresentation); or

B9-6-3 breach of any obligations as to title implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.

## SECTION C

### C1 Confidential information

C1-1 A party who receives Confidential Information relating to the other party shall keep in strict confidence (both during the term of the Contract and after its expiry or termination) all Confidential Information which is disclosed to it. That 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 that party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep all such information confidential in accordance with this clause C1. Neither party shall, without the prior written consent of the other party, disclose to any third party any Confidential Information, unless the information:

C1-1-1 was public knowledge or already known to that party at the time of disclosure; or

C1-1-2 subsequently becomes public knowledge other than by breach of the Contract; or

C1-1-3 subsequently comes lawfully into the possession of that party from a third party; or

C1-1-4 is agreed by the parties not to be confidential or to be disclosable.

C1-2 To the extent necessary to implement the provisions of the Contract (but not further or otherwise), either party may disclose the Confidential Information to any relevant governmental or other authority or regulatory body, provided that before any such disclosure the Agent shall make those persons aware of its obligations of confidentiality under the Contract and shall use reasonable endeavours to obtain a binding undertaking as to confidentiality from all such persons.

C1-3 All documents and other records (in whatever form) containing Confidential Information supplied to or acquired by a party from the other party shall be returned promptly to the other party (or, at UK SBS's or the Customer's election, destroyed promptly) on expiry or termination of the Contract, and no copies shall be kept.

## **C2 Transparency**

- C2-1 The Supplier acknowledges that the United Kingdom Government's transparency agenda requires that contracts, such as the Contract, and any sourcing document, such as the invitation to sourcing, are published on a designated, publicly searchable website.
- C2-2 The Supplier acknowledges that, except for any information which is exempt from disclosure in accordance with the provisions of FOIA, the content of the Contract is not Confidential Information. UK SBS and the Customer shall be responsible for determining in their absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of FOIA.
- C2-3 Notwithstanding any other term of the Contract, the Supplier hereby consents to the Customer and / or UK SBS publishing the Contract in its entirety, (but with any information which is exempt from disclosure in accordance with the provisions of FOIA redacted) including from time to time agreed changes to the Contract, to the general public.

## **C3 Force majeure**

- C3-1 If any event or circumstance that is beyond the reasonable control of the Supplier, and which by its nature could not have been foreseen by the Supplier 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) prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 10 Business Days, UK SBS or the Customer may terminate this Contract immediately by giving written notice to the Supplier.

## **C4 Corruption**

- C4-1 UK SBS or the Customer shall be entitled to terminate the Contract immediately and to recover from the Supplier the amount of any loss resulting from such termination if the Supplier or a Supplier's Associate:
- C4-1-1 offers or agrees to give any person working for or engaged by UK SBS, the Customer or any Public Body any favour, gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract, or any other Contract between the Supplier and UK SBS or the Customer or any Public Body, including its award to the Supplier or a Supplier's Associate and any of the rights and obligations contained within it;
- C4-1-2 has entered into the Contract if it has knowledge that, in connection with it, any money has been, or will be, paid to any person working for or engaged by UK SBS, the Customer or any Public Body by or for the Supplier, or that an agreement has been reached to that effect, unless details of any such arrangement have been disclosed in writing to UK SBS or the Customer

before the Contract is entered into;

C4-1-3 breaches the provisions of the Prevention of Corruption Acts 1889 to 1916, or the Bribery Act 2010; or

C4-1-4 gives any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

C4-2 For the purposes of clause C4-1, "loss" shall include, but shall not be limited to:

C4-2-1 UK SBS's or the Customer's costs in finding a replacement supplier;

C4-2-2 direct, indirect and consequential losses; and

C4-2-3 any loss suffered by UK SBS or the Customer as a result of a delay in the performance of the Services.

## **C5 Data protection**

C5-1 The Supplier shall comply at all times with all data protection legislation applicable in the UK from time to time.

## **C6 Freedom of information**

C6-1 The Supplier acknowledges that UK SBS and the Customer may be subject to the requirements of FOIA and EIR and shall assist and co-operate with UK SBS or the Customer to enable them to comply with its obligations under FOIA and EIR.

C6-2 The Supplier shall and shall procure that its employees, agents, sub-contractors and any other representatives shall provide all necessary assistance as reasonably requested by UK SBS or the Customer to enable UK SBS or the Customer to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.

C6-2-1 provide all necessary assistance as reasonably requested by UK SBS or the Customer to enable UK SBS or the Customer to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.

C6-3 UK SBS or the Customer shall be responsible for determining (in its absolute discretion) whether any Information:

C6-3-1 is exempt from disclosure in accordance with the provisions of FOIA or EIR;

C6-3-2 is to be disclosed in response to a Request for Information,

and in no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so in writing by UK SBS or the Customer.

C6-4 The Supplier acknowledges that UK SBS or the Customer may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive:

C6-4-1 without consulting with the Supplier, or

C6-4-2 following consultation with the Supplier and having taken its views into account.

C6-5 Where clause C6-4-2 applies UK SBS or the Customer shall, in accordance with any recommendations issued under any code of practice issued under section 45 of FOIA, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.

C6-6 Where the Supplier organisation is subject to the requirements of the FOIA and EIR, C6-7 will supersede C6-2 – C6-5. Where the Supplier organisation is not subject to the requirements of the FOIA and EIR, C6-7 will not apply.

C6-7 UK SBS and the Customer acknowledge that the Supplier may be subject to the requirements of the FOIA and EIR and shall assist and co-operate with the Supplier to enable them to comply with it's obligations under the FOIA and EIR.

## **C7 General**

### **C7-1 Entire agreement.**

C7-1-1 The Contract constitutes the entire agreement between the Customer and the Supplier in relation to the supply of the Services and the Contract supersedes any earlier agreements, arrangements and understandings relating to that subject matter.

### **C7-2 Liability**

C7-2-1 Where the Customer is more than one person, the liability of each such person for their respective obligations and liabilities under the Contract shall be several and shall extend only to any loss or damage arising out of each such person's own breaches.

C7-2-2 Where the Customer is more than one person and more than one of such persons is liable for the same obligation or liability, liability for the total sum recoverable will be attributed to the relevant persons in proportion to the

price payable by each of them under the Contract.

**C7-3 Assignment and subcontracting.**

C7-3-1 The Customer may at any time assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract.

C7-3-2 The Supplier may not assign, transfer, charge, subcontract or deal in any other manner with any or all of its rights or obligations under the Contract without UK SBS's or the Customer's prior written consent.

**C7-4 Further assurance.**

C7-4-1 The Supplier will promptly at either UK SBS's or the Customer's request do (or procure to be done) all such further acts and things, including the execution of all such other documents, as either UK SBS or the Customer may from time to time require for the purpose of securing for the Customer the full benefit of the Contract, including ensuring that all title in the Goods is transferred absolutely to the Customer.

**C7-5 Publicity**

C7-5-1 The Supplier shall not make any press announcements or publicise this Contract in any way without UK SBS or the Customer's prior written consent.

C7-5-2 UK SBS or the Customer shall be entitled to publicise this Contract in accordance with any legal obligation upon UK SBS or the Customer, including any examination of this Contract by the National Audit Office pursuant to the National Audit Act 1983 or otherwise.

C7-5-3 The Supplier shall not do anything or cause anything to be done, which may damage the reputation of UK SBS or the Customer or bring UK SBS or the Customer into disrepute.

**C7-6 Notices.**

C7-6-1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to:

C7-6-1-a in the case of the Customer: **Sarah Palmer**, Address: **North Star House, North Star Avenue, Swindon, Wiltshire SN2 1FF**; Email: **ProfessionalServices@uksbs.co.uk** (and a copy of such notice or communication shall be sent to: Chief Procurement Officer, North Star House, North Star Avenue, Swindon, Wiltshire SN2 1FF);

C7-6-1-b in the case of the Supplier: the address and fax number set out in the Order,

or any other address or fax number which that party may have specified to the other party in writing in accordance with this clause C7-6, and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery, commercial courier or fax.

C7-6-2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause C7-6-1; if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Working 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 fax between the hours of 9.00am and 5.00pm on a Working Day, upon successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number), or if sent by fax outside the hours of 9.00am and 5.00pm on a Working Day, at 9.00am on the next Working Day following successful transmission (provided that the sender holds written confirmation automatically produced by the sender's fax machine of error free and complete transmission of that fax to the other party's fax number).

C7-6-3 This clause C7-6-3 shall only apply where UK SBS is not the Customer. In such cases, UK SBS may give or receive any notice under the Contract on behalf of the Customer and any notice given or received by UK SBS will be deemed to have been given or received by the Customer.

C7-6-4 Except for clause C7-6-5, the provisions of this clause C7-6 shall not apply to the service of any proceedings or other documents in any legal action.

C7-6-5 [The Supplier irrevocably appoints and authorises [NAME] of [ADDRESS] (or such other person, being a firm of [solicitors] resident in England, as the Supplier may by notice substitute) to accept service on behalf of the Supplier of all legal process, and service on [NAME] (or any such substitute) shall be deemed to be service on the Supplier.]



#### C7-7 Severance.

C7-7-1 If any court or competent authority finds that any provision of the Contract (or part of any provision) is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

C7-7-2 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

- C7-8 **Waiver.** A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- C7-9 **No partnership, employment or agency.** Nothing in the Contract creates any partnership or joint venture, nor any relationship of employment, between the Supplier and either UK SBS or the Customer. Nothing in the Contract creates any agency between the Supplier and either UK SBS or the Customer.
- C7-10 **Third party rights.** A person who is not a party to this Contract shall not have any rights under or in connection with it, except that UK SBS and any member of the UK SBS, Associated Bodies or Authorised Entities that derives benefit under this Contract may directly enforce or rely on any terms of this Contract.
- C7-11 **Variation.** Any variation to the Contract, including any changes to the Services, the Special Conditions or the Order, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing by or on behalf of the Customer and the Supplier.
- C7-12 **Counterparts.** The Contract may be signed in counterparts, each of which, when signed, shall be an original and both of which together evidence the same agreement.
- C7-13 **Governing law and jurisdiction.**
- C7-13-1 Subject to clause C7-13-2, 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.
- C7-13-2 The Customer shall be free to enforce its intellectual property rights in any jurisdiction.

This Contract has been entered into on the date stated at the beginning of it.

## Schedule 1 Special Conditions

### Abbreviations and Definitions

|                            |  |
|----------------------------|--|
| STFC ( The 'Employer')     | The Science and Technology Facilities Council  |
| Supervisor                 | Person or persons appointed by the Employer with express delegated powers to act on behalf of the 'PM'   |
| PM                         | Project Manager  |
| Establishment              | Rutherford Appleton Laboratory (RAL)   |
| Site                       | Establishment  |
| BS. EN./ISO                | British or European Standard Specification or equivalent/ISO 9001, 14001, 18001; and any other related standards for Event Management or within the remit of The Works |
| Open Week                  | The period 8 <sup>th</sup> to 12 <sup>th</sup> July 2015   |
| Contractors Representative | The Person or persons employed by the Contractor to manage the Contract  |
| Employers Representative   | The Person or persons employed by the Employer to manage the Contract  |

### SC1 – General Description of Works

The scope of the work comprises event management including hire of marquees and associated equipment, as set out in the Invitation to Quote document, at Rutherford Appleton Laboratory (RAL), Harwell Oxford, Didcot, Oxfordshire (The Site)

### SC2 – Position of Site

The works will be provided on the site at Rutherford Appleton Laboratories, which is just off the A34 Northbound, or accessed from the Didcot interchange and follow signage to Harwell Campus from both interchanges.

Contract Number:

**SC3 – Instructions to Start Work**

Work required to be executed under the Contract shall be ordered in writing by means of a written contract and Order.

The Employer is not authorised to instruct the Contractor to create new jobs in the absence of written instructions.

A Mobilisation and De-Mobilisation plan is required as part of the tender submission, this must be fully agreed with the Employer prior to works commencing.

Work may not start on site until all Risk Assessments and Method Statements have been agreed with the Employer.

**SC4 – The Employer Reservations**

The Employer reserves to themselves the following rights:-

To employ independently of and concurrently Contract another Contractor or other Contractors on work of a similar nature.

To employ and pay workmen independently of the Contractor, and to supply materials for the execution of work.

**SC5 – Handover**

The Contractor should note that Contract will not be accepted as complete before the site is cleared and handed back to The Employer after the Open Week.

**SC6 – Test Certificates**

All test certificates if relevant must be presented duly signed and completed prior to the Programme commencing on site.

In the event that the Contractor fails to submit appropriate test certificates, the Employer reserves the right to commission others direct to carry out the testing including re-testing as necessary, and to deduct any costs incurred from monies due to the Contractor.

**SC7 – Building Regulations**

The Works from time to time may be subject to control under the Building Regulations exercised by the Local Authority. The Contractor shall allow in his prices for any works associated with compliance.

In particular the Contractor is to ensure that no structure falls within 6 feet of an existing building.

Particular attention is drawn to ensuring that fire doors and extraction fans are not obstructed.

**SC8 – Programme and Progress**

The Contractor shall report daily to the Employer on all matters concerning the planning, programming and progress of the contract (including any shortages or delays of staff, labour, plant, materials or sub-contracts) and stating the actions being taken. Any action which may be taken by the Employer to

assist the Contractor shall not relieve the Contractor of his responsibilities.

The Contractor must include for the planning, programming and progress of all sub-contractors.

The Employer will provide electrical services where so required at its own expense, the Contractor must ensure that reasonable amount of time is planned into the mobilisation and demobilisation plan to ensure that the Employer is able to fulfil these requirements utilising its own direct labour force prior to the event commencing and to strip out prior to marquees being dropped.

Time must be allowed for the execution of the works to comply with the Running Order of Event requirements. The commencement of the works by the Contractor shall be deemed to be his agreement with the general requirements of the Running Order of Events.

The Contractor shall at all times try to minimise the actual and perceived total disruption time to the end user of work on site.

It is a requirement of this contract that the Employer requires Method Statements, Risk Assessments (RAMS) or permits to work to be submitted for approval of the Employer, they shall be submitted no later than 3 working days prior to the agreed date to commence the works.

The Employer will check and agree the RAMS and works will be supervised by The Employers Clerk of Works.

Works must not commence without the prior approval and acceptance by Employer of the Contractor's proposals; where information submitted is not acceptable or requires amendment, it is to be re-submitted and agreed with the Employer before commencing the works

The Contractor must agree to the Employer, or its agents carrying out audits and checks of the Contractor's records to verify compliant operations in relation to adherence to method statements.

The Employer may revise the time for the execution of the works with the Contractor if he notifies him in writing before commencing the works that the stated time on the Order appears unreasonable.

### **SC9 – Discrepancies**

The Contractor shall examine and co-relate all specifications and instructions, having particular regard to sub-contractors and their requirements. He shall report any discrepancies or other errors to the Employer sufficiently early to allow decisions to be made and to obtain such further directions as are necessary without delaying the Works.

### **SC10 – Management and Other Staff**

When carrying out the Works, the Contractor shall employ a resident, suitably qualified, experienced and competent person at Rutherford Appleton Laboratory (Site) at all times Works activities are being undertaken whether by own employees or Sub Contractors.

The competent person will have direct responsibility for the day to day management of the contract including supervising the execution of the works, planning and resourcing, supervising all health and safety issues including any relevant on site SHE codes, Legal Requirements and Regulations, and liaising with the Employer on any matter arising.

The Contractor shall employ sufficient support staff to enable him to manage the Works effectively.

The Contractor shall supply for the purpose of carrying out any Works a sufficient and competent workforce

The Employer shall have full power to require the Contractor to cease to employ on site any person in his employ whom the Employer (whose decision shall be final and conclusive) may consider to be negligent in the execution of any work or incompetent or to have misconducted themselves and the Contractor shall forthwith comply with any such requirement.

The Contractor shall allow for in his price all costs arising from the above, also for the provision of senior representatives to attend meetings when required to do so.

### **SC11 – Expenses in Connection With Labour**

The Contractor shall meet all expenses in connection with labour, including in particular but not limited to, national insurance, pensions and holidays, working rules, labour taxes and the like and any additional payments necessary to recruit and retain labour.

The Contractor will have undertaken relevant Right to Work checks and will indemnify the Employer accordingly.

### **SC12 – Working Hours and Overtime**

Normal working hours for the purposes of the Contract shall be deemed to be 7.30am to 5.30pm Monday to Friday. However, if the Contractor deems it necessary to work outside of these times the Employer needs to agree this prior to the works commencing.

Overtime if relevant will be included in the cost model, and no further sums will become due.

### **SC13 – Use of Sub-Contractors**

The Contractor, with prior approval from the Employer, may use sub-contract labour to carry out elements of the Works.

### **SC14 – Materials provided by the Employer**

The Employer reserves the right to supply any of the materials needed for the works and the value of any materials so supplied shall be adjusted in the computation of payment for the Order. It is anticipated that this will include power to the marquees from our own direct labour force.

### **SC15 – Local Conditions**

The Contractor shall be deemed to have acquainted himself with all the conditions likely to affect the execution of the works including ground conditions, safety and other regulations in force.

No claim by the Contractor for additional payment shall be allowed on the grounds of any misunderstanding or due to lack of knowledge of these conditions, regulations or requirements.

In particular, the Contractor must identify all existing mechanical and electrical services including any services passing through the area of work and ensure that these are protected during the works and dismantling

### **SC16 – Police Regulations**

For the avoidance of doubt, the Contractor shall comply with any Civil Police Regulations affecting the works.

### **SC17 - TRANSPORT OF WORKPEOPLE, MATERIALS AND PLANT**

The Contractor shall make his own arrangements for the transport of workpeople, materials and plant, both on and off the Site at his own expense.

The Contractor must advise the Employers Gatehouse of all expected deliveries with a 'point of delivery' noted on all orders.

The Contractors Traffic Management Plan will set out how the Contractor will deal with lorries attending site and where they are to be parked up prior to loading and unloading, how they will be managed whilst within the site boundaries and whether any roads on the Site will be affected during their attendance. A Traffic Management Plan must be in place which has due regard for on-site SHE codes.

### **SC18 – Access to Site**

Access for the Contractor's traffic, including that of his sub-contractors and workpeople, will be via the main entrance of the Laboratory through the Reception at R75 or via the Gatehouse at the same location, unless accessing the South of the Site which is outside of the Site boundary.

A list of Contractors requiring access to the site must be lodged at least 2 working days prior to access. All Contractor employees and sub-contractors are subject to site induction prior to commencement of Works and must comply with The Employers SHE Codes.

### **SC19 – Use of Establishment Roads, Paved and Grassed Areas**

The Contractor will be permitted to use such Establishment roads, paved and grassed areas as are authorised by the Employer. He shall keep them thoroughly clean and limit the weight and class of vehicles as directed. He will be held responsible for all damage, including damage by subcontractors and suppliers, which, in the opinion of the Employer, is occasioned by non-compliance with the Employer's instructions or is not due to fair wear and tear.

Site speed limits must be observed.

Obstruction of Establishment roads and paved areas will not be permitted unless notice has been given in writing and approval obtained. Applications for notices must be made at least 3 working days prior to the requirement.

### **SC20 – Use of Site**

The Contractor shall not use the Site other than to carry out the works and he shall obtain approval to the setting of any temporary works or holding areas.

The Contractor shall endeavour to minimise the area occupied by vehicles, plant and materials at each job site, and confine all foot and vehicular traffic to approved routes. All natural features, such as trees, bushes, turf, etc., shall be preserved or reinstated; if reinstatement is impracticable the cost in lieu shall be recoverable from the Contractor.

The Contractor shall be responsible for reinstatement of any damage caused during the execution of the works.

The Contractor's workmen shall keep to the areas in which they are employed and the Contractor shall ensure they do not loiter anywhere within the boundaries.

The Contractor shall take adequate precautions during the progress of the Contract to prevent trespass or damage to the adjoining property or public or private roadways and to prevent materials, plant, rubbish, debris etc. collecting thereon.

The Contractor shall keep the sites he is working on tidy.

The Contractor shall ensure that regular checks are made regarding Health and Safety matters on each site he is working on. The Supervisor will carry out regular inspections in conjunction with the Contractor's Representative/Supervisor.

The Contractor shall not display advertisements or permit them to be displayed without written approval. He shall permit advertisements to be displayed by any person so authorised by the Employer.

### **SC21 – Buildings in Occupation and Restrictions on Working**

The majority of the works occur close to areas continuously occupied by The Employers staff. The Contractor shall execute his works so as to cause the minimum nuisance and disruption to the work and operation of the site and to all persons occupying or using buildings or land.

Existing mechanical and electrical services not affected by the works will be maintained in safe operation and any 'live' services passing through the working area are to be identified and securely isolated from outside the work area, or if this is not possible, all 'live' services are to be protected and provided by the Employer with warning notices.

In the event a work area appears to be unsafe the Contractor must cease work immediately and inform the Employer.

### **SC22 – Site Regulations**

The Contractor, his sub-contractors and their respective employees shall, in relation to work to be performed within the boundaries of the Site or Establishment of the STFC, comply with the regulations and requirements in force for the time being at that Site or Establishment, and with any special regulations which apply to any particular building or area within the boundaries of that Site or Establishment.

### **SC23 – Suspension of the Works**

Site regulations governing certain areas of Site require, from time to time, the suspension of all work in the area. When notice is given, all operatives will be required to report to a place to be designated by the Employer, and to remain there until ordered to resume work. Time necessarily lost there shall be reimbursed at the contract incidental rates for labour only based only on the actual time lost proportionate to the day rate; idle time for plant shall not be reimbursed.

### **SC24 – Safety, Health and Welfare of Work People**

The Contractor shall provide all measures which, under the Health and Safety at Work Act 1974, or

the working rules of any industry, the Contractor is required to take in connection with Health, Safety and Welfare.

The Employers' Occupational Health facilities are for the use of Contractor's personnel only in emergency. First Aid equipment and other facilities for dealing with minor injuries shall be provided by the Contractor.

All Contractors' employees and his subcontractors working on RAL's site **MUST** attend a Health and Safety Induction course which lasts about one hour **PRIOR** to commencing work on site. The Contractor is to keep records of those who have attended.

The Contractor shall ensure that his operatives, including those of his sub-contractors, comply at all times with the safety measures required by THE EMPLOYER's Safety, Health and Environment (SHE) Codes.

The majority of THE EMPLOYER's SHE Codes are available on the following website: [www.she.TheEmployer.ac.uk/she](http://www.she.TheEmployer.ac.uk/she).

A copy of the Safety Codes must be made available for all of the Contractor's staff or sub-contractors at all times. The Safety Information and Instructions for Contractors and Safety Information for Contractors Working at Rutherford Appleton Laboratory apply to works carried out under this Contract.

Access to Restricted Areas: The Contractor will be informed of restricted areas and all employees, agents and sub-contractors of the Contractor will have to obtain permission from the Employer's Project Manager to enter the restricted area. Permission granted will be in the form of a permit which will give the date and time. In addition the permit will give details of work to be performed and of any other specific requirement. Where the restricted area is a Radiation Controlled area the permit system will also include the issue of a radiation monitoring device to check for exposure. The attached document at **APPENDIX D** entitled "Notes for Contractors Required to work in Controlled areas at the Rutherford Appleton Laboratory" and the SHE Code 29 applies to work in restricted areas.

The contractor shall ensure that his workforces, including sub-contractors, are made fully aware of the statutory regulations regarding safety while working on construction sites. Each member of his workforce shall wear the required Personal Protective Equipment (PPE) necessary to carry out his work. Visibility jackets and the like should be endorsed with the Company name/or logo (including Sub-Contractors).

Contractor or Visitor badges must be worn at all times whilst on Site.

The Contractor shall not light any fire. The Contractor shall immediately inform the Employer of any fire accidentally started whether or not the services of the fire brigade are required.

The Contractor shall inform the Employer of the name of his nominated Safety Officer.

### **SC25 – Accommodation for Labour**

The Contractor shall not use, or allow to be used by his workforce or sub-contractors, any part of the site for residential accommodation.

Should the Contractor require a temporary accommodation they should set this out in their Method Statement and ensure that all costs relating to this are clearly provided for.

### **SC26 – Temporary Construction Areas**

The Contractor will be allocated a reasonable area so as to carry out his work. These areas will be deemed "Temporary Construction Areas" and statutory rules and regulations, if any, which apply to

the Construction of marquees, shall be adhered to.

The Contractor shall be responsible for providing any temporary buildings he requires. The Contractor shall ensure that any offices that he provides on-site for his own use in managing the contract have the required statutory permissions of the Local Authority. The Contractor shall pay Rates on his temporary structure if necessary as required by the Local Authority.

Notwithstanding the above, the Contractor, and sub-contractors will be permitted to use the Establishment's Toilets and Restaurant Facilities providing that these are respected and that muddy boots and overalls etc. are not worn. Any abuse of this privilege will lead to permission being withdrawn.

The Contractor will be responsible for providing for his own communications systems on site including mobile telephones or radios

The Contractor shall provide and agree Risk Assessments and Method Statements prior to the commencement of Works to The Employer, describing how and when the Contractor proposes to undertake the Works including identifying working hazards, working at heights, interfaces with other contractors/suppliers and any other issues that the Employer may nominate.

At the conclusion of a project, the Contractor shall at his own cost remove his offices and plant, equipment and materials and leave the site in a clean and tidy condition

### **SC27 – Working at Height**

The prices quoted shall take account any and all extra costs associated with working at height, including degree of difficulty, means of access, and provision of necessary platforms, ladders, scaffolding etc.

### **SC28 – Vehicle Search**

The contractor should note that all persons and vehicles entering or leaving THE EMPLOYER sites are liable to be searched.

### **SC29 – Use of Works for Temporary Storage**

Parts of the works (i.e. Marquees or Marquee designated areas) may be used by the Contractor for storage at the discretion of the Employer; additional areas may be agreed between the two parties prior to the commencement of Works. Full details of the items to be stored, including COSHH statements, are to be provided to enable the Employer to give his approval.

No part of the works shall be occupied by the Contractor after completion by the finishing trades. The Contractor shall be responsible for and shall make good at his own expense all damage arising from storage of materials.

### **SC30 – Plant Tools and Vehicles**

The Contractor shall provide everything necessary for the proper execution of the Works. He shall move his equipment or vehicles to give freedom of movement to other contractors or for other reasons whenever directed, including taking to and bringing from the Contractor's temporary Construction Areas as necessary.

Where relevant all tools or equipment shall comply with the Employers SHE Codes including full PAT testing and certification.

The Employer would like to bring to the attention of the Contractor existing site conditions particularly

buried surfaces and different surfaces above ground (Hard and Soft) therefore should the Contractor intend to Peg marquees, The Contractor shall provide and maintain on Site, CAT scan equipment suitable for checking for underground services. Prior to carrying out any excavations (pegging) on site he shall CAT scan the area to identify any existing services and provide written confirmation to the Employer that a scan has been undertaken. Scanning work shall be undertaken only by trained personnel who must be in attendance whilst the excavations (pegging) are in progress. The Contractor therefore may prefer to utilise concrete weights.

Should pegging be identified as part of the Contractors tender then an excavation Permit will be required prior to erecting the marquees/pagodas.

### **SC31 – Contractors Vehicles**

Any vehicles of the Contractor used within the Establishment shall be insured and operated as though they were on the highway and subject to the Road Traffic Acts. This is additional to any other insurance which the Contractor deems necessary to cover his liabilities and responsibilities under the Contract.

Attention is drawn to the fact that a Public Highway separates the main RAL site from some of the Employer's other buildings.

Drivers of vehicles shall hold current driving licences. The Contractor shall ensure that his sub-contractors observe regulations.

Parking on site is restricted and the Contractor should minimise the number of vehicles attending the site.

### **SC32 – Dangerous Tools and Methods**

The employment of any tool or method of operation which is considered by the Employer to be dangerous, having regard to the activities of the Employer will not be permitted but approval or not of any tool or method of operation shall not relieve the Contractor of any responsibility of liability.

### **SC33 – Lighting and Power Within the Works**

An electricity service at the voltage stated below will be made available, free of charge, at fixed points on the site.

The Employer will provide the power and relevant service cables, for temporary gantry lighting and audio visual equipment etc. hired under this contract as set out in the ITQ. The Contractor and the Employer will work together to ensure that the hired equipment is working prior to the Open Week commencing.

Electricity for all purposes will be provided free of charge, but strict economy must be exercised. Only apparatus approved by THE EMPLOYER may be connected to the system and the Contractor shall cease to use any apparatus when directed. Electrical heating of Contractor's offices stores and similar temporary accommodation will not be permitted without the prior approval of the Employer.

The supply of electricity for the Contractor's tools and equipment shall be at 110 volts. 110 volts single phase for portable tools may be available in certain areas on the site and where available may be used.

Temporary electrical services, installations and equipment shall comply with the following regulations:-

- i. The Health and Safety at Work Act with any subsequent amendments.
- ii. The IET Regulations for Electrical Equipment of Buildings (Current Edition).

- iii. The Employers Safety Codes.
- iv. The Contractor shall be responsible for providing and maintaining the whole of his installation on the load side of the point of supply, and in relation thereto shall take all reasonable precautions to ensure the safety of every person on the site.

No equipment or installation shall be put into service until it has been surveyed and tested by the Employer and approved for use.

Furthermore, the Employer shall be empowered to have taken out of service any installation or equipment which he considers is in a faulty or dangerous condition, but this shall not absolve the Contractor from any of his responsibilities in connection with the equipment.

The final connection of all temporary installations to the site electrical distribution system shall be carried out by The Employers direct labour personnel.

- v. All hand lamps if used by the Contractor shall be arranged for 110 volt working.
- vi. All portable electric tools if used by the Contractor must be wound for 110 volts. Single phase, AC supply.

### **SC34 – Drinking Water**

A free from mains water service (self-service) will be provided by the contractor at four fixed points on the site as per [APPENDIX B](#).

The Contractor shall provide temporary water service extensions from the supply points and installations for the works. The Contractor will allow for 25mm pipe work to allow final connection to the water distribution equipment from the standpipe allowing for 15m-20m runs.

Only approved apparatus may be connected to the system and the Contractor shall cease to use any apparatus when directed. The Contractor will provide tap drinking stations.

The Contractor will undertake any L8 testing of the water supply and provide certification to the Employer giving assurances it is safe to drink prior to the commencement of Open Week. The Contractor will engage a technician to provide hydrant flushing and gather samples from each point with UKAS accredited lab testing from a minimum of four (4) samples.

The Employer will provide drinking cups.

### **SC35 – Toilets**

Toilets must remain clean and stocked at all times during the 11<sup>th</sup> July from 9am until 5pm. The Contractor must price for consumables, staffing and any other service elements for the toilet areas that they deem to be reasonably required to maintain this service.

### **SC36 – SIA Licenced Personnel**

All Security Staff must hold SIA licences.

### **SC37 – Keeping Site and Works Clean and Secure & Management Waste**

The Contractor shall keep the Site and area of Works clean, tidy and secure at all times. Remove from Site all rubbish, surplus materials and debris arising from the works and leave the works perfectly clean internally and externally.

Dispose of non-hazardous material in a manner approved by the Waste Regulation Authority; Disposing material as directed by the Waste Regulation Authority and in accordance with relevant regulations.

The Contractor (and his sub-contractors) will assist the Project Manager (PM) in ensuring that The

Employer meets its responsibilities as waste holder under the “duty of care” regulations. The contractor shall: inform the PM of the nature of all wastes arising from the work and submit proposed disposal routes for each waste description to the PM for acceptance; ensure that the disposal of waste is carried out in compliance with accepted waste descriptions and disposal routes; ensure that the PM receives copies of waste transfer notes, Waste Management Licences and Waste Carriers Licences relevant to the disposal operations and provide notification of disposal of any hazardous waste to the Environment Agency and provide a copy of the notification form to the PM.

The Employer is required by the Department for Business, Innovation and Skills (BIS) to provide quarterly reports on the waste removed from its site. To enable The Employer to meet this requirement, where the Contract involves the Contractor removing The Employer’s waste from its site.

The following information shall be supplied to the Project Manager: Type of Waste; European Waste Catalogue (EWC) Code; Name of Waste Carrier; Carrier Licence Number; Name of Broker; Broker Licence Number; Name and Location of Treatment/Transfer Site; Treatment/Transfer Site Licence Number; weight in kilograms of each waste type removed from site and method of disposal.

All documentation relating to waste disposal must be provided within 10 working days of the Contract being completed.

### **SC38 – Environmental Responsibilities**

During the works the Contractor must generally protect all trees, shrubs and other flora in the vicinity of the works.

The Contractor shall provide an environmental plan where and when required.

The Contractor shall be held responsible for all damage, including damage by subcontractors and suppliers, which, in the opinion of the Employer, is occasioned by non-compliance with the Employer’s instructions or is not due to fair wear and tear.

### **SC39 – Drawings**

A site plan is attached at [APPENDIX B](#) setting out the locations of Marquees, Pagodas, Toilets and Picnic Areas. The Vehicle matting is required to the South of the Site on the field. The Contractor must satisfy himself that the services requested under this contract may be provided in the areas marked and that the Contractor can provide and perform the tasks within the areas set aside prior to submitting his tender

All documentation is owned by The Employer and must not be destroyed without prior permission and be readily available if so requested.

### **SC40 - Management Information**

The Contractor shall supply information on the number of man hours worked on site during the period of the Works this will include Sub-contractors working on Site. The Contractor will also supply information on the incident and injury frequency rates occurring during the Works. The Contractor will provide this information prior to final invoicing for the Works. The method of reporting this will be agreed jointly prior to the commencement of Works.

### **SC41 - Site Access**

The Contractor will be required to operate a card system, **CSCS** or similarly approved, to manage security of the works area, that the workforce is fully inducted and have the necessary skill levels to carry out the works.



**Schedule 2 Pro forma purchase order**

**Schedule 3 form**

Signed by .....

for and on behalf of [**THE  
CUSTOMER**] Director

Signed by .....

for and on behalf of [**THE  
SUPPLIER**]

**THIS IS THE LAST PAGE OF THESE TERMS & CONDITIONS**