

**Midlands and Lancashire Commissioning Support Unit - Contract for the supply of  
RFQ - MLCSU - Heron House Bennett House Relocation**

Contract Reference No	WHISP – 254 Project C236038
Buyer Name & Address	NHS Midlands and Lancashire Commissioning Support Unit, Heron House, 120 Grove Road, Stoke-on-Trent, Staffordshire, ST4 4LX
Supplier Name & Address	AGM Bishops Ltd Smeaton Close, Brunel Business Park, Aylesbury, Buckinghamshire HP19 8UN

**Details of Goods or Services to be provided:**

**Key Requirements and Deliverables:**

- Storing furniture for Midlands and Lancashire Commissioning Support Unit (MLCSU) for your new occupation for [REDACTED] weeks.
- Removing remaining furniture and racking from Heron House, in readiness to return the property back to the landlord before the end of February 24.
- Installing stored items in the first week of April 2024, dependent upon estates programme completing.
- A degree of flexibility and regular communication between parties, as there may be some unexpected delays.

Following our site survey and the brief taken we understand the scope of work to be as follows:

Removal of furniture to storage and the clearance of the remaining unwanted items as per the schedules below.

**Phase 1 – to dismantle and remove furniture to be stored along with the following:**

Item	Quantity
Banks of [REDACTED] desks	[REDACTED] (desks)
Bank of [REDACTED] desks	[REDACTED] (desks)
Banks of [REDACTED] desks	[REDACTED] x desks)
Height adjustable desks	[REDACTED] x desks)
Vari Desk – height adjustable	(sits on [REDACTED] of the above)
Task chairs	[REDACTED]
Meeting room pods	[REDACTED]
High back swivel chairs	[REDACTED]
Poseur High Table with high bench seating and bar stools	[REDACTED]
Staff lockers banks of [REDACTED]	[REDACTED]
Meeting room furniture	From [REDACTED] x meeting rooms: [REDACTED] x [REDACTED] meeting tables / [REDACTED] x [REDACTED] meeting tables / [REDACTED] x [REDACTED] meeting table
Meeting room chairs	[REDACTED]
Larder fridge	[REDACTED]
Tambour storage units	[REDACTED]
Round coffee table	[REDACTED]
Chairs	[REDACTED]
Large meeting room screens, on stands including MS Teams kit	[REDACTED]



### Assorted soft furnishing

Phase 2 – to empty Heron House and dispose of all furniture, equipment and racking:

Item	Quantity
Desks (various sizes)	█
Task chairs	█
Pedestals	█
Roller document storage unit	█ ( █ bays deep x █ + floor)
Various Filing Cabinets	█
Tall Tambour Units	█
Various racking / shelving units	█
Assorted white goods	█ x fridges, █ x microwaves, █ x dishwashers

### PROPOSED APPROACH

On award of this contract Bishops Move will arrange a virtual meeting to begin to co-ordinate the project and agree all details / dates and programme. We will then look to attend site within 1-2 working days. This will be a site meeting to agree the final scope of works, confirm all quantities and the site specifics of the move. We will also commence the liaison with local charities / good causes in relation to the unwanted furniture. Our team leaders will attend this meeting to ensure they are familiar with the scope before any works commence on site. Within 1-2 days of this meeting crews will be deployed on site.

### Move Management and Supervision

Bishop's Move's Move Management personnel will be on site, or contactable at all times during all move phases, so that our Move Team Leaders can carry out their relocation work quickly and efficiently. We will manage our relocation staff and, where necessary, all other essential and/or relevant contractors. Before and after each move shift, our Relocation Move Manager will brief and debrief our Move Team Leaders so that the relocation maintains an ordered and managed continuity of works. We will liaise closely with the client during the move phases, advising at regular intervals on scheduling to ensure that all necessary critical timing points are met. We feel that this service is of fundamental importance.

### Crew Briefings

The results of the briefing and debriefing sessions before and after each move phase, and any decisions made to increase team sizes, or enhance additional services, will be reported to our operations management staff. This constant review of progress ensures that your project deadlines are met.

All crews, including specialist staff such as packers, fitters, engineers and carpenters, report directly to our Move Team Leaders, who report in turn to our Relocation Move Managers. This chain of command will continue throughout the relocation process to ensure a 'single point of responsibility'.

### Communication

All Bishop's Move managerial and supervisory personnel are equipped with mobile phones and message pagers. All our vehicles have mobile phones. This means faster communication as we manage the relocation and more effective operational response.

This emphasis on communication is also key to our Escalation and Contingency Planning Programme.

### Labels

Bishop's Move supply self-adhesive (low tack) coloured labels for identification purposes, which will enable your team to label items to be moved to storage and items to be cleared.



We have a variety of different coloured labels, and our labeling systems allow us to denote each individual item's correct positioning. When using this system, all items to be moved must have individual labels.

### **Parking**

We're working on the assumption that there is parking available at both locations, however Bennett House is yet to be surveyed.

### **Décor Protection**

We will provide protection of any vulnerable areas within your building.

Any key areas where damage could occur, such as stairs and lift surrounds, will be identified and, before commencing your relocation, our team will lay the building protection as needed and agreed by you to avoid any possible damage.

We always ensure that there is an additional amount of protection on site as a contingency for lift breakdown, blocking of entrances etc.

### **Furniture and Fixed Assets**

All furniture will be dismantled as necessary. All fitters are equipped with appropriate tools. All fittings are bagged and attached to the underside of the desk / table to ensure they are present at the time of re-assembly.

### **Storage Facilities**

Bishop's Move storage facilities are highly flexible in order to meet the different requirements of our client base.

Warehouses are open for deliveries between the hours of 08:00 and 17:30 during the week and out of hours or on weekends by arrangement.

We have a Group4 operated and maintained CCTV system installed within all of our branches and warehouses. The system comprises external, coloured cameras covering all aspects of the facility. We have BT Redcare which gives 24 hour, seven days a week monitoring in conjunction with the local police authorities.

The locations and storage capacity of the warehouses that are local to you are detailed in the table below.

<b>WAREHOUSE LOCATION</b>	<b>STORAGE FACILITY SIZE IN SQFT</b>	<b>WAREHOUSE LOCATION</b>	<b>STORAGE FACILITY SIZE IN SQFT</b>
Birmingham	8500	Liverpool	5500

### **Photographic Storage System**

Bishop's Move operate a storage service providing an on-line portal for clients to be able to review and select the return of items from our warehouse.

All items are listed with a detailed specification of the item e.g Meeting table – 2.4m – 3 pieces / oak colour. Login details are provided to agreed authorised account controllers for clients to request picking / delivery. This allows multiple users to track "live" quantities and correct and accurate inventories are available at all times.

### **RESOURCING**

#### **Bishop's Move Team**

- [REDACTED] – Project Lead – [REDACTED] will be responsible for the overall success of the project and will be final escalation point for issues and decision making.
- [REDACTED] – Project Managers – [REDACTED] will be responsible for the delivery of the project and will have overview of the programme and resources.
- [REDACTED] - Move Managers – [REDACTED] have worked for Bishop's Move for many years, in a variety of roles. Their extensive experience delivering moves for a variety of different clients from different sectors makes them valuable members of the team.



- [REDACTED] – Client Support – [REDACTED] is responsible to the seamless running of all operational tasks ensuring that all move related functions are accurately captured and actioned. [REDACTED] will be on hand to deal with any enquiries you may have.

### Resource Schedule

MLCSU need to vacate Heron House (ST4 4LX) by the end of February 2024. This includes the collection of all items for storage and the removal of all redundant items from site. Storage will then be required for furniture to be retained for [REDACTED] weeks before this is delivered in early April. Our 'resource schedule', based on our specialist commercial relocation experience follows:

#### Phase 1 – Storage / Clearance.

Date Of Supply	Time Of Supply	Vehicle / Labour Resource	Removal Activity
Day 1	08:00 – 16:00	[REDACTED] team leader [REDACTED] fitters [REDACTED] 18t vehicle and driver	Dismantle and stockpile all furniture for storage and remove all task chairs and office chairs for storage.
Day 2	08:00 – 16:00	[REDACTED] team [REDACTED] 40ft vehicle and driver [REDACTED] 18t vehicle and driver	Load and deliver all remaining furniture to storage.
Day 3	08:00 – 16:00	[REDACTED] porters team leader / fitter [REDACTED] fitters	Commence the dismantling and stockpiling of furniture
Day 4	08:00 – 16:00	[REDACTED] team leader / fitter [REDACTED] fitters [REDACTED] 18t vehicle and driver	Continue the dismantling and stockpiling of furniture into waste recycling streams of wood / metal / plastic. Commence the clearance of all items from site to local charities, good causes and local recycling centres.
Day 5	08:00 – 16:00	[REDACTED] porters team leader [REDACTED] 18t vehicle and driver [REDACTED] porters	Continue the clearance of all items from site to local charities, good causes and local recycling centres.

Day 6	08:00 – 16:00	<div>team leader</div> <div>18t vehicle and driver</div> <div>porters</div>	Complete the clearance of all items from site to local charities, good causes and local recycling centres.
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Phase 2 – Delivery / Installation.

Day 1	08:00 – 16:00	<div>team leader</div> <div>40ft vehicle and driver</div> <div>18t vehicle and driver</div>	Load and deliver all furniture from storage as far as possible.
Day 2	08:00 – 16:00	<div>porters</div> <div>team leader</div> <div>fitters</div> <div>18t vehicle and driver</div>	Complete the delivery of all furniture from storage and commence the installation / rebuilding of all desks / meeting room furniture.
Day 3	08:00 – 16:00	<div>team leader</div> <div>fitters</div>	Complete the installation of all remaining furniture and the positioning of all desk pedestals, chairs as per plans, labels and on site instructions.

Summary of Costs

For Bishop's Move to provide all Relocation Management, air-ride transport, trained, experienced staff, equipment and packaging, as set out in our activity and resource schedule, to relocate MLCSU from Heron House (ST4 4LX) to Bennett House (ST1 2QB) via our storage facility (1 weeks) and the clearance of all remaining unwanted furniture from Heron House our quotation will be as follows:

RELOCATION TO STORAGE

A) RELOCATION COSTS TO STORAGE	Planning	
	Labour & Transport	
	Goods In Transit Insurance	
<b>TOTAL A RELOCATION GRAND TOTAL</b>		

STORAGE

B) STORAGE	Containers	
Weekly Costs	Insurance	
<b>TOTAL B STORAGE E</b>		

RELOCATION FROM STORAGE

C) RELOCATION COSTS TO STORAGE	Planning	
	Labour & Transport	
	Goods In Transit Insurance	
<b>TOTAL C RELOCATION GRAND</b>		
<b>CLEARANCE</b>		
D) CLEARANCE	Labour & Transport	
Weekday work	Wood Recycling – tonnes @ p/tonne	
	POPS (persistent organic pollutants)	
	Recycling – tonnes @ p/tonne	
	Metal recycling – tonnes at per	
	tonne(income)	
	WEEE Waste	
	Post Clearance Reports	
<b>TOTAL D CLEARANCE GRAND TOTAL</b>		
Please detail when invoices should be submitted to MLCSU by the Supplier:		
Supplier to address their invoices to MIDLANDS AND LANCASHIRE CSU 0CX Payables M385 PO Box 312, LEEDS, LS11 1HP quoting our Purchase Order Number and email to  sbs.apinvoicing@nhs.net		
Total Contract Value		
<b>£26383.60</b>		
<b>Estimated storage and estimated tonnage</b>		

Delivery address	Removal from Heron House, 120 Grove Road, Fenton ST4 4LX and delivery to Bennett House, Town Road, Stoke-on-Trent ST1 6AU
Delivery Date	Pre-start meeting: 8 <sup>th</sup> February 2024  Start Date Phase One: 12 <sup>th</sup> February 2024  Completion Date Phase One: 19 <sup>th</sup> February 2024  Phase Two Estimated Start Date: Still to be confirmed but expecting: 15 <sup>th</sup> April 2024



	Phase Two Estimated End Date: 17 <sup>th</sup> April 2024
Additional Delivery Details	
Contract Duration (Start and End dates)	As above

For the purposes of this contract the goods/services to be provided will be in accordance with Annex1 Terms and Conditions

Signed on behalf of MLCSU		Signed on behalf of the Supplier	
Printed Name		Printed Name	
Job Title	<b>Head of Procurement &amp; Corporate Services</b>	Job Title	<b>General Manager – Business Relocation</b>
Date of signature	<b>12/02/24</b>	Date of signature	<b>08/02/24</b>

We accept the terms set out in this document including its Annex 1

Invoice instructions:

1. The order number must be quoted on all paperwork and correspondence
2. Each invoice must refer to one order number only
3. Each invoice must be addressed to NHS MIDLANDS AND LANCASHIRE CSU, 0CX Payables M385, PO Box 312, LEEDS, LS11 1HP
4. Failure to comply with any of the above will result in payment delays and may result in goods or invoices being refused or returned

## Annex 1 Terms and Conditions

### 1. Definitions

#### 1.1 In these terms and conditions:

- a) "Contract" means these terms and conditions and the purchase order to which these terms and conditions apply.
- b) "Force Majeure Event" means an event or occurrence which could not be prevented or foreseen and which is beyond the reasonable control of the party and without its fault or negligence (excluding any industrial disputes such as lockouts, strikes)
- c) "Goods" means the items (if any) which are the subject of the contract.
- d) "Intellectual Property" means any patent registered design, copyright, database right, design right, topography right, trademark, service mark, application to register any of the aforementioned rights, trade secret, right in unpatented know-how, right of confidence and any other intellectual or industrial property right of any nature whatsoever in any part of the world.
- e) "Services" means the services to be supplied by the Supplier (if any), which are the subject of the Contract.
- f) "Supplier" means the person, firm or company with whom the Contract is made.

### 2. Terms and Conditions

These terms shall prevail over the Supplier's terms and conditions. No terms or conditions endorsed upon, delivered with or contained in any quotation, acknowledgement acceptance of order, invoice or similar document will form part of any contract for the sale and purchase of the Goods and Services.

### 3. Offer and Acceptance

- 3.1 All quotations or estimates given by the Supplier must be in writing and shall constitute an offer. Acceptance may be made by MLCSU issuing a purchase order number.

### 4. Time of Delivery or Performance

- 4.1 Any time for delivery or despatch of Goods or completion of Services agreed between the parties in writing shall be of the essence and if the supplier fails to meet any delivery day this could be deemed to be a breach.
- 4.2 Prior to the date(s) for delivery of any Goods or performance of the Services, MLCSU (acting reasonably) may alter such date(s), quantities and type of Goods, places for delivery and/or details of the Services, upon giving the Supplier reasonable notice in writing. If any such alteration affects the price agreed for the Goods and/or Services the Supplier shall promptly notify MLCSU.



## 5. Statutory Obligations

- 5.1 The Supplier shall comply with all relevant UK legislation, rules, regulations, by-laws, codes of practice and directives relating to the supply of Goods and Services hereunder.
- 5.2 The Supplier shall be responsible for the safety of all its staff on MLCSU premises or sites. The Supplier shall co-operate with MLCSU staff and comply with all reasonable instructions whilst at MLCSU sites.

## 6. Price and Payment

- 6.1 The Charges for the Goods or Services shall be as set out in the contract and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Goods or Services, including but not limited to the costs of packaging, insurance, delivery, unloading, stacking, carriage, royalties, licence fees, supplies and all consumables used by the Supplier, travel costs, accommodation expenses and the cost of Staff.
- 6.2 The Supplier shall submit an invoice for the Goods upon receipt of the Goods and for the Services upon proper completion of the Services.
- 6.3 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Goods.
- 6.4 Following Delivery of the Goods or at the agreed point of delivery of Services, the Supplier shall invoice the Buyer as stated within the contract. Each invoice shall include such supporting information required by the Buyer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Goods or services supplied in the invoice period.
- 6.5 Payment terms - NHS organisations comply with the Governments Better Payment Practice Code (BPPC) which is to pay or query all invoices within 30 days from date of receipt. Invoices received before the goods or services are delivered - the 30 days will start from when the goods or services were delivered. Goods received and followed by the invoice - the 30 days will start from the date the invoice is received.
- 6.6 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Goods unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 17.3. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 20.
- 6.7 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 6.8 The supplier shall not enter into a subcontract unless agreed at part of the quotation stage
- 6.9 If any sum of money is recoverable from or payable by the Supplier in respect of any breach of the Agreement that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due.

## 7. Termination

7.1 Any order hereunder may be terminated by written notice forthwith:

- a) by either party if the other commits any material or persistent breach of these terms and, where capable of remedy fails to remedy the same within 28 days (unless an alternative timescale is agreed between both parties in writing);
- b) by either party if the other becomes bankrupt or insolvent or any receiver or administrator or similar person is appointed in respect of that party or enters into any arrangement with its creditors;
- c) by either party if they reasonably believe that any of the events mentioned in Clause 7.1 (b) above is about to occur and notifies the other party accordingly; as specified in Clause 14 d) by MLCSU if the Supplier ceases or threatens to cease to carry on business; or
- d) by MLCSU, if the Supplier fails to deliver or despatch the Goods or complete the Services in accordance with the contract.

7.2 MLCSU shall have the right at any time and for any reason to terminate any order in whole or in part by giving the Supplier not less than 28 days written notice whereupon all work shall be discontinued and MLCSU shall pay to the Supplier fair and reasonable compensation for work-in-progress at the time of termination but such compensation shall not include loss of profits or any indirect or consequential loss.

## 8. Consequences of Termination

8.1 Termination is without prejudice to the rights, duties and liabilities of either party accrued prior to termination.

8.2 In the event of termination, MLCSU shall have the right to enter upon the Supplier's premises and remove any items that are the property of MLCSU.

8.3 Any terms which expressly or impliedly have effect upon or after expiration or termination shall continue to be enforceable notwithstanding expiration or termination.

8.4 Within 7 days of any termination hereunder, both parties shall return all documents, information, computer disks and material (and all copies thereof) provided to or prepared by it pursuant to this Contract and shall certify in writing that they have complied with this clause.

8.5 Transfer of Data within three (3) months of the Commencement Date the Supplier shall develop and agree an exit plan with the Authority consistent with the Exit Requirements, which shall ensure continuity of the Services on expiry or earlier termination of this Contract. The Supplier shall provide the Authority with the first draft of an exit plan within one (1) month of the Commencement Date. The Parties shall review and, as appropriate, update the exit plan on each anniversary of the Commencement Date of this Contract. Immediately following expiry or earlier termination of this Contract and/or in accordance with any timescales as set out in the agreed exit plan:  
the Supplier shall comply with its obligations under any agreed exit plan;  
all data, excluding Personal Data, documents and records (whether stored electronically or otherwise) relating in whole or in part to the Services, including without limitation relating to patients or other service users, and all other items provided on loan or otherwise to the



Supplier by the Authority shall be delivered by the Supplier to the Authority provided that the Supplier shall be entitled to keep copies to the extent that:

- (a) the content does not relate solely to the Services;
- (b) the Supplier is required by Law and/or Guidance to keep copies; or
- (c) the Supplier was in possession of such data, documents and records prior to the Commencement Date; and any Personal Data Processed by the Supplier on behalf of the Authority shall be returned to the Authority or destroyed in accordance with the relevant provisions of the Data Protection Protocol.

## 9. Indemnities and Liabilities

9.1 Neither party shall have any liability to the other party in contract, tort or otherwise in respect of any indirect or consequential loss or damage that may be suffered by that party.

9.2 Subject to Clause 9.1 above the Supplier shall at its own expense keep MLCSU and any of its staff or agents fully indemnified against any claim, demand, loss or liability arising by reason of any negligent act/or omission of the Supplier his employees or agents which is:

- a) caused either to (i) any property of MLCSU or its staff or agents or (ii) any injury or death sustained by the staff or agents of MLCSU;
- b) made against or incurred by MLCSU or any agent of MLCSU in respect of any loss, damage, injury or death sustained by any third party
- c) made against or incurred by MLSCU or its agents in respect of any loss of or damage to (i) any property of or (ii) any injury or death sustained by the Supplier or its personnel, unless such loss, damage of injury is solely caused by the negligent act or omission of MLCSU or any of its staff or agents.

## 10. Confidentiality and Publicity

10.1 Each party shall treat as confidential all information obtained from the other pursuant to this Contract and shall not divulge such information to any person (except to such party's own employees, agents or advisers and then only to those who need to know the same) without the other party's prior written consent provided that this clause shall not extend to (i) information which was rightfully in the possession of such party prior to the commencement of the negotiations leading to this Contract; or (ii) which is already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this clause); or (iii) which is required it to be disclosed by any governmental or regulatory body or by law.

10.2 The obligations as to confidentiality shall remain in full force and effect notwithstanding the termination of the Contract in perpetuity.

10.3 The Supplier shall not use MLCSU's name for advertisements or publicity without its consent.

## 11. Intellectual Property Rights

- 11.1 The Supplier shall indemnify MLCSU in full against any claim for infringement (or alleged infringement) of any Intellectual Property rights brought by a third party as a result of the use of any Goods, the results of any Services or any materials supplied by the Supplier.
- 11.2 Subject to any prior rights and to the rights of third parties, all Intellectual Property rights and copyright in all reports, documents and things produced under the Contract shall be vested in MLCSU. The Supplier hereby assigns (by way of present and future assignment and with full title guarantee) all such Intellectual Property rights. All moral rights relating to the work under the Contract are hereby waived by the Supplier.
- 11.3 Any right of use in or over property which is acquired by the Supplier or by its staff pursuant to or for the purposes of the Contract shall be acquired by the Supplier upon terms which shall enable such rights to use to vest in MLCSU to the full extent enjoyed by the Supplier without need for any or further authorisation, consent or payment.

## 12. Force Majeure

- 12.1 Any delay or failure of the Supplier to perform its obligations hereunder shall be excused if due to a Force Majeure Event, provided that written notice of such delay is given to MLCSU.
- 12.2 During such period (a) MLCSU at its option may purchase Goods and/or Services from other sources and/or reduce or cancel any unfulfilled orders without liability to the Supplier and (b) the Supplier shall do all such things as may be reasonable to mitigate the effects of the Force Majeure Event.
- 12.3 If the delay lasts more than 30 days MLCSU may immediately terminate the Contract without liability.

## 13. Insurance

- 13.1 The Supplier shall procure and maintain insurance(s) (to include Public and Employers Liability Insurances) in amounts and with coverages acceptable to MLCSU and in line with good industry practice, with reputable insurance companies. At MLCSU's request, the Supplier shall furnish to MLCSU certificates and other satisfactory evidence of such insurances. The Supplier's purchase and maintenance of such appropriate insurance however shall not modify or relieve the Supplier of its obligations and liabilities under this Contract.

## 14. General

- 14.1 All Services supplied shall be performed by appropriately qualified and trained personnel with due care and diligence.
- 14.2 None of the work covered by the Contract shall be assigned or sub-contracted by the Supplier unless permission is granted from MLCSU.
- 14.3 The provisions of the Contract (Rights of Third Parties) Act 1999 shall not apply to the Contract and are hereby expressly excluded.
- 14.4 Except as otherwise provided herein, the rights of either party under the Contract shall not



be prejudiced or restricted by any indulgence or forbearance extended by one party to the other and no waiver by one party of its rights in relations to any breach of the Contract shall affect its rights in respect of any subsequent breach.

- 14.5 Any demand, notice or other communication given or made under or in connection with this Contract shall be in writing. Notices shall be addressed to the MLCSU signatory shown on page 1 of this agreement and emailed to [mlcsu.procurement@nhs.net](mailto:mlcsu.procurement@nhs.net)
- 14.6 All notices shall be deemed properly served if delivered in person or sent by email. A notice sent by email will be deemed to have been served at the time of successful transmission, provided a confirmatory copy is also sent by first class post.
- 14.7 The Supplier and MLCSU are independent contracting parties and nothing in this Contract shall make either party the agent or representative of the other.
- 14.8 If any provision herein is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions and the remainder of the provisions in question shall not be affected thereby.
- 14.9 This Contract constitutes the entire agreement between the Supplier and MLCSU with respect to the matters contained herein and supersedes all prior oral or written representations and agreements.
- 14.10 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English Courts.
- 14.11 The supplier acknowledges that MLCSU's requirements for the goods or services may change during the contract term and the supplier shall not unreasonably withhold or delay its consent to any reasonable variation as requested from time to time.
- 14.12 The supplier shall take appropriate steps to disclose full particulars of any conflict of interest which may arise to MLCSU.

## 15. Data Protection and Freedom of information

- 15.1 The supplier shall procure that all staff comply with any requirements under the General Data Protection Regulations (GDPR) and both parties shall duly observe all their obligations under the GDPR which arise in connection with the agreement.  
Where applicable the Parties acknowledge that the Authority is the Data Controller and the Supplier is the Data Processor in respect of any Personal Data Processed under this Contract and both Parties shall comply with the Data Protection Protocol
- 15.2 The supplier acknowledges the duties of MLCSU under the freedom of information act and shall give reasonable assistance to enable compliance with those duties. The receiving Party undertakes to keep secret and strictly confidential and shall not disclose any such Confidential Information to any third party other than those involved in the Research who are bound by similar confidentiality obligations.

## 16. Reporting

- 16.1 Where agreed between the two parties the supplier shall submit progress reports to MLCSU at the times and in the format specified by MLCSU.

## 17. DCB

- 17.1 If the product or system will support, manage or influence the real-time or near real-time direct care of patients/service users, then it is required to be compliant with either:
- DCB 0129 - Clinical Risk Management: its Application in the Manufacture of Health IT Systems.
  - DCB 0160 - Clinical Risk Management: its Application in the Deployment and Use of Health IT Systems.

Additional Standard Terms and Conditions for the supply of Goods only:

## 18. Delivery of Goods

- 18.1 At time of delivery the Supplier shall provide an advice note detailing the MLCSU purchase order number, description and quantity of the Goods consigned.
- 18.2 All Goods must be adequately packaged and protected against damage and deterioration in transit.
- 18.3 Returnable packaging and other containers shall be supplied by the Supplier free of charge.

## 19. Statutory obligations – Imported Goods

- 19.1 The Supplier shall furnish any necessary information for MLCSU to comply with the EC Intrastat regime if applicable only.

## 20. Property and Risk

- 20.1 Title to the Goods shall not pass to MLCSU until the price for those Goods has been paid, but in any event, MLCSU shall be entitled to resell or use the Goods in the ordinary course of business.
- 20.2 The risk in the Goods shall pass upon the delivery of the Goods provided that a duly authorised representative of MLCSU signs for the receipt of the Goods.
- 20.3 Where advance or progress payments are made, title but no risk shall pass to MLCSU as soon as items are allocated to the Contract. All items so allocated shall be adequately marked and recorded as being the property of MLCSU.

## 21. Rejection of Goods

- 21.1 MLCSU may reject any Goods which on inspection are found not to confirm with the requirements of the Contract and the Supplier shall at its own expense remove the rejected Goods and shall do so within 7 working days receipt of notification of rejection.



- 21.2 If the Supplier fails to remove the Goods in accordance with Clause 18.1, MLCSU may return the rejected Goods to the Supplier at the Supplier's risk, the cost of carriage being recoverable from the Supplier.
- 21.3 When MLCSU rejects any Goods after delivery, MLCSU at its sole discretion shall either (i) obtain a full refund of the Goods or (ii) require that the Supplier (at its own expense) delivers Goods which conform with the requirements of the Contract as soon as reasonably practicable.

## 22. Quality and Description

22.1 Unless otherwise agreed in writing by MLCSU all Goods supplied shall:

- a) conform as to quality and description stated in the purchase order/quotation and correspond to any sample pattern or specification specified in the Contract;
- b) comply with any applicable British or European equivalent standard specification;
- c) be of sound materials and workmanship;
- d) be fit for the purpose for which they are supplied and any purpose that the Supplier is made aware of; and
- e) be new or be provided using new materials.

## 23. Warranty

- 23.1 Without prejudice to any other rights or remedies, the Supplier shall expeditiously repair or replace all Goods which are or become defective during the period of 12 months (or during any other longer agreed period) from using the Goods where such defects occur under proper usage and are due to faulty design, materials or workmanship or erroneous or inadequate instructions as to use or any other breach of the Supplier's obligations, whether express or implied.
- 23.2 Repairs and replacements shall themselves be subject to the foregoing obligations for a period of 12 months (or any extended agreed period) from the date of reinstallation or supply.

## 24. Health and Safety

- 24.1 The supplier will promptly notify the Authority of any health and safety hazard which has arisen, or the Supplier is aware may arise, in connection with the Goods and take such steps as are reasonably necessary to ensure the health and safety of persons likely to be affected by such hazards.