**SUPPLY OF SERVICES AGREEMENT**

**CONTRACT DETAILS**

**DATE: 17.02.22**

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| --- | --- |
| **Customer:** | **BASILDON BOROUGH COUNCIL** |
| **Customer’s address:** | The Basildon Centre, St. Martin’s Square, Basildon, Essex, SS14 1DL |
| **Customer’s representative:** | Name: Basildon Borough Council |
| **Supplier:** |  |
| **Supplier’s address:** |  |
| **Supplier’s VAT number:** |  |
| **Supplier’s representative:** |  |
| **Commencement Date:** | Distribution dates:  Distribution will be four times a year, starting with the spring edition as follows:   * March * June * September * December |
| **[Schedules:]** | Schedule 1: Details and Price of the Service  Schedule 2: Mandatory Policies |

1. This Contract is made up of the following:
   1. The Contract Details.
   2. The Conditions.
   3. The Mandatory Policies.
   4. The Schedules specified in the Contract Details.
2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

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

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| Signed by [NAME AND OFFICER]  for and on behalf of BASILDON BOROUGH COUNCIL | ................................................ |
| Signed by  for and on behalf of XXXX | ................................................  Director |

**CONDITIONS**

1. INTERPRETATION
   1. Definitions:

|  |  |
| --- | --- |
| **Business Day** | a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business; |
| **Commencement Date** | the date this Contract commences, as set out in the Contract Details; |
| **Conditions** | these terms and conditions set out in [clause](file:///C:\Users\mdavis\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\0ENY6E2U\Supply%20of%20Goods%20Agreement%20shortform%20-%20Updated%20February%202022.DOCX#co_anchor_a783945_1) 1 (Interpretation) to [clause](file:///C:\Users\mdavis\AppData\Local\Microsoft\Windows\INetCache\Content.Outlook\0ENY6E2U\Supply%20of%20Goods%20Agreement%20shortform%20-%20Updated%20February%202022.DOCX#co_anchor_a325829_1) 16 (General) (inclusive); |
| **Contract** | the contract between the Customer and the Supplier for the services in accordance with the Contract Details, the Mandatory Policies, the additional Schedules if any and these Conditions; |
| **Customer Materials** | all materials, equipment and tools, drawings, Specifications, and data supplied by the Customer to the Supplier including any listed in the Special terms; |
| **Delivery Date** | the date specified for delivery of an Order, in accordance with clause **Error! Reference source not found.**; |
|  |  |
| **EIR** | the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations; |
| **Expiry Date** | the date this Contract is to terminate automatically unless terminated earlier in accordance with its terms as set out in the Contract Details; |
| **FOIA** | the Freedom of Information Act 2000 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; |
|  |  |
| **Mandatory Policies** | the Customer’s mandatory policies for contracts set out in Schedule 2, as amended by notification to the Supplier from time to time; |
|  |  |
| **Price** | the price for the Service, as set out in the Contract Details; |
| **Prohibited Act** | to directly or indirectly offer, promise or give any person working for or engaged by the Customer a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity; |
|  | to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; |
|  | an offence: (i) under the Bribery Act 2010; (ii) under legislation or common law concerning fraudulent acts; (iii) of defrauding, attempting to defraud or conspiring to defraud the Customer; or |
|  | any activity, practice or conduct which would constitute one of the offences listed under (c) above if such activity, practice or conduct had been carried out in the UK. |
| **Relevant Requirements** | all applicable law relating to bribery, corruption and fraud, including the Bribery Act 2010 and any guidance issued by the Secretary of State for Justice pursuant to section 9 of the Bribery Act 2010; |
| **Request for Information** | a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs; |
|  |  |

1. COMMENCEMENT AND TERM
   1. This Contract shall commence on the Commencement Date
2. ORDERS
   1. The Customer may amend or cancel an Order in whole or in part at any time before delivery by giving the Supplier written notice.
3. THE SERVICE
   1. The Supplier shall ensure that the Service :
      1. correspond with their description and any applicable Specification;
      2. be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Customer expressly or by implication, and in this respect the Customer relies on the Supplier’s skill and judgement;
      3. where they are manufactured products, be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
   2. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under this Contract..
   3. If following such inspection or testing the Customer considers that the Goods do not conform or are unlikely to comply with the Supplier’s undertakings at clause 4.1, the Customer shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
   4. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier’s obligations under this Contract, and the Customer shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
4. CUSTOMER REMEDIES
   1. If the Service are not delivered on the relevant Delivery Date, then, without limiting any of its other rights or remedies, and whether or not it has accepted the Goods, and the Customer may exercise any one or more of the following remedies:
      1. to terminate this Contract;
      2. to reject the Service (in whole or in part) and return them to the Supplier at the Supplier’s own risk and expense;
      3. to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods;
      4. to refuse to accept any subsequent delivery of the Service which the Supplier attempts to make;
      5. to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods from a third party; and
      6. to claim damages for any other costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier’s failure to carry out its obligations under this Contract.
   2. The Customer’s rights and remedies under these Conditions are in addition to its rights and remedies implied by statute and common law.
5. PRICE AND PAYMENT
   1. The Customer shall pay for Service in accordance with this clause 6.
   2. The Price:
      1. excludes amounts in respect of value added tax (**VAT**), which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate, subject to the receipt of a valid VAT invoice; and
   3. No extra charges shall be effective unless agreed in writing and signed by the Customer.
   4. The Supplier may invoice the Customer for price of the Service plus VAT at the prevailing rate (if applicable) on or at any time after the completion of delivery. The Supplier shall ensure that the invoice includes the date of the Order, the invoice number, the Contract Number, a valid Customer purchase order number, the Supplier’s VAT registration number, and any supporting documentation that the Customer may reasonably require.
   5. Payment shall be made by automated bank transfer to the bank account nominated in writing by the Supplier.
   6. If a party fails to make any payment due to the other under this Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate prescribed by the Late Payment of Commercial Debts (Interest) Act 1998. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.
   7. The Supplier shall maintaincomplete and accurate records of, and supporting documentation for, all amounts which may be chargeable to the Customer pursuant to this Contract. Such records shall be retained for inspection by the Customer for 6 years from the end of the contract year to which the record relates.
   8. The Customer may at any time, without limiting any of its other rights or remedies, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier.
6. CUSTOMER MATERIALS

The Supplier acknowledges that the Customer Materials and all rights in the Customer Materials are and shall remain the exclusive property of the Customer. The Supplier shall keep the Customer Materials in safe custody at its own risk, maintain them in good condition until returned to the Customer, and not dispose or use the same other than in accordance with the Customer’s written instructions or authorisation.

1. LIMITATION OF LIABILITY
   1. Nothing in this Contract shall limit or exclude the Supplier's liability for:
      1. death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
      2. fraud or fraudulent misrepresentation;
      3. breach of the terms implied by section 12 of the Sale of Goods Act 1979;
      4. defective products under the Consumer Protection Act 1987; or
      5. any matter in respect of which it would be unlawful for the Supplier to exclude or restrict liability.
   2. Subject to clause 8.1:
      1. the Supplier shall not be liable to the Customer, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with this Contract; and
      2. the Supplier's total liability to the Customer for all other losses arising under or in connection with this Contract, whether in contract, tort (including negligence), misrepresentation, restitution or otherwise, shall not exceed £[1m]
2. INSURANCE

During the term of this Contract, the Supplier shall maintain in force, with a reputable insurance company product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with this Contract, and shall, on the Customer’s request, produce both the insurance certificate giving details of cover and the receipt for the current year’s premium in respect of each insurance.

1. COMPLIANCE WITH RELEVANT LAWS AND POLICIES
   1. In performing its obligations under this Contract, the Supplier shall (and shall procure that its Supplier personnel shall) during the Term:
      1. not commit a Prohibited Act and/or not do or omit to do anything that would cause the Customer or any of the Customer's employees, consultants, contractors, sub-contractors or agents to contravene any of the Relevant Requirements or otherwise incur any liability in relation to the relevant requirements;
      2. notify the Customer if it becomes aware of any breach of clause 10.1.1 or has any reason to believe that it or any person associated with it has received a request or demand for any undue financial or other advantage;
      3. maintain appropriate and up to date records showing all payments made by the Supplier in connection with this Contract and the steps taken to comply with its obligations under clause 10.1.1;
      4. allow the Customer and its third party representatives to audit any of the Supplier’s records and any other relevant documentation in accordance with clause 13.2; and
      5. comply with the Mandatory Policies.
   2. The Supplier shall (and shall procure that its Supplier personnel shall) during the Term perform its obligations under this Contract in accordance with all applicable laws, statutes, regulations and codes from time to time in force including without limitation the Equality Act 2010, the Human Rights Act 1998 and health and safety legislation.
   3. The Supplier shall ensure that it has obtained all approvals, certificates, authorisations, permission, licences, permits, regulations and consents necessary from time to time to the supply and in relation to the Service supplied to the Customer.
   4. The Customer may immediately terminate this Contract for any breach of clause 10 by the Supplier.
2. TERMINATION
   1. Without limiting its other rights or remedies, either party may terminate this Contract with immediate effect by giving written notice to the other party if:
      1. the other party commits a material breach of any term of this Contract and (if such a breach is remediable) fails to remedy that breach within 20 days of that party being notified in writing to do so;
      2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on its business;
      3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
      4. the other party’s financial position deteriorates to such an extent that in the terminating party’s opinion the other party’s capability to adequately fulfil its obligations under this Contract has been placed in jeopardy.
   2. Termination of this Contract shall not affect any of the parties’ rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of this Contract that existed at or before the date of termination.
   3. Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after termination shall remain in full force and effect.
3. FREEDOM OF INFORMATION
   1. The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
      1. provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and EIRs;
      2. transfer to the Customer all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within 2 Business Days of receipt;
      3. provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Business Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
      4. not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
   2. The Supplier acknowledges that the Customer may be required under the FOIA and EIRs to disclose Information (including information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business or which the Supplier has indicated to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss) without consulting or obtaining consent from the Supplier. The Customer shall take reasonable steps to notify the Supplier of a Request for Information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the Customer shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
   3. The Customer shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Supplier shall assist and co-operate with the Customer to enable the Customer to publish this Contract.
4. GENERAL
   1. **Monitoring.** The Customer may monitor the performance of the Supplier in supplying the Service and the Supplier shall co-operate with the Customer in carrying out the monitoring reference in this clause at no additional charge to the Customer.
   2. **Audit.** The Supplier shall keep and maintain until 6 years after this Contract has completed, or as long a period as may be agreed between the parties, full and accurate records of this Contract including the Service supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer’s representatives such access to those records as may be required in connection with this Contract.
   3. **Publicity.** The Supplier shall not make any press announcements or publicise this Contract or its contents in any way; or use the Customer's name or logo in any promotion or marketing or announcement of Orders, except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction, without the prior written consent of the Customer which shall not be unreasonably withheld or delayed.
   4. **Force majeure.** Neither party shall be in breach of this Contract nor liable for delay in performing, or failure to perform, any of its obligations under this Contract if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for [4] consecutive weeks the party not affected may terminate this Contract by giving [4] weeks’ written notice to the affected party.
   5. **Subcontracting.** The Supplier may not novate, assign or subcontract any or all of its rights or obligations under this Contract without the prior written consent of the Customer. If the Customer consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all acts and omissions of its subcontractors as if they were its own.
   6. Confidentiality.
      1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by clause 13.6.2.
      2. Each party may disclose the other party’s confidential information:
         1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the party’s rights or carrying out its obligations under or in connection with this Contract. Each party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other party’s confidential information comply with this clause 16.6.2; and
         2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
      3. No party shall use any other party’s confidential information for any purpose other than to perform its obligations under this Contract.
   7. **Entire agreement**. This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.
   8. **Variation.** No variation of this Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
   9. **Waiver.** No failure or delay by a party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
   10. **Severance.** If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of this Contract.
   11. **Notices**.
       1. Any notice given to a party under or in connection with this Contract shall be in writing and shall be:
          1. delivered by hand or by pre-paid first-class post or other next working day delivery service to:
             1. the Supplier at its registered office (if a company) or its principal place of business (in any other case);
             2. the Customer at The Basildon Centre, St. Martin’s Square, Basildon, Essex, SS14 1DL and addressed to the HEAD OF LEGAL SERVICES; or
          2. by email to:
             1. the Supplier at the email address set out in the Contract Details;
             2. the Customer at [Legal.Admin@basildon.gov.uk](mailto:Legal.Admin@basildon.gov.uk).
       2. Any notice shall be deemed to have been received:
          1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address;
          2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service; and
          3. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 13.11.2.3,business hours means 9.00 am to 5.00 pm Monday to Friday on a day that is not a public holiday in the place of receipt.
       3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
   12. **Third party rights.** No one other than a party to this Contract shall have any right to enforce any of its terms.
   13. **Governing law.** This Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
   14. **Jurisdiction.** Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with this Contract or its subject matter or formation.

SPECIFICAITON AND PRICE OF THE SERVICES

**QUO25550 / 4 / 1**

Title: Basildon Our Borough

Frequency: Quarterly

Version: Self cover (1)

Finished Size: 297 x 210mm portrait

Pagination: Self-cover: - **32pages**

Colour: Printed 4 process colours throughout

Paper: Self cover: - **90 gsm** Near Wood Free Matt

Finish: Saddle stitched 2 wires and trimmed to size

Pack: Cross Strapping Packed in suitable quantities

81,000 copies = £

1,000 run on = £

1,000 run back = £

**QUO25550 / 4 / 2**

Title: Basildon Our Borough

Frequency: Quarterly

Version: Self cover (1)

Finished Size: 297 x 210mm portrait

Pagination: Self-cover: - **32pages**

Colour: Printed 4 process colours throughout

Paper: Self cover: - **80 gsm** Near Wood Free Matt

Finish: Saddle stitched 2 wires and trimmed to size

Pack: Cross Strapping Packed in suitable quantities

81,000 copies = £

1,000 run on = £

1,000 run back = £

**QUO25550 / 4 / 3**

Title: Basildon Our Borough

Frequency: Quarterly

Version: Self cover (1)

Finished Size: 297 x 210mm portrait

Pagination: Self-cover: - **36pages**

Colour: Printed 4 process colours throughout

Paper: Self cover: - **80 gsm** Near Wood Free Matt

Finish: Saddle stitched 2 wires and trimmed to size

Pack: Cross Strapping Packed in suitable quantities

81,000 copies = £

1,000 run on = £

1,000 run back = £

**QUO25550 / 4 / 4**

Title: Basildon Our Borough

Frequency: Quarterly

Version: Self cover (1)

Finished Size: 297 x 210mm portrait

Pagination: Self-cover: - **36pages**

Colour: Printed 4 process colours throughout

Paper: Self cover: - **90 gsm** Near Wood Free Matt

Finish: Saddle stitched 2 wires and trimmed to size

Pack: Cross Strapping Packed in suitable quantities

81,000 copies = £

1,000 run on = £

1,000 run back = £



MANDATORY POLICIES

1. **Anti-Bribery and Corruption Policy**