

## Short Form Conditions of Contract

*These terms and conditions shall apply to each Contract between the Contracting Authority and the Contractor for Supplies and/or Services unless varied in writing and are to the exclusion of the Contractor's terms and condition, which are implied by trade, custom practice or course of dealing..*

### 1. Definitions - In these conditions:

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

### 2. Conditions for Supplies - Contractor's duties

- (i) The Contractor shall supply the Supplies specified in the Contract. Supplies may be returned at the Contractor's expense if they do not correspond with the Contract.
- (ii) All Supplies shall be delivered, carriage and any duty paid, to the Premises specified and only between 9.00 am and 4.00 pm on a Working Day, unless otherwise agreed by the Contracting Authority. A delivery note must accompany the Supplies and must specify the quotation reference and the type of Supplies being delivered. It must also include the Contracting Authority's reference number and the Purchase Order number.
- (iii) The cost of packaging will be deemed to be included in the cost of the Supplies. If the Contractor requires packaging to be returned, it will be returned at the Contractor's expense.
- (iv) The Contractor warrants to the Contracting Authority that the Supplies shall be of satisfactory quality and fit and sufficient for purpose for which such Supplies are ordinarily used and for any particular purpose made known to the Contractor by the Contracting Authority.
- (v) Without prejudice to any other right or remedy available to the Contracting Authority, the Contracting Authority shall be entitled to reject any Supplies that fail to comply with contractual requirements and the Contractor shall reimburse to the Contracting Authority the price paid for such Supplies in full or at the Contracting Authority's request, the Contractor shall at its own costs promptly repair, replace or rectify the Supplies to the Contracting Authority's reasonable satisfaction.

### 3. Conditions for Services - Contractor's duties

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

### 4. Health, safety and security

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

### 5. Invoices and Payment

The Contractor shall submit an invoice within 28 days of meeting any milestone set to the satisfaction of the Contracting Authority or otherwise within 28 days of supplying the Supplies and or performing Services to the satisfaction of the Contracting Authority. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, the Contracting Authority shall pay the Contractor within 30 days of receipt of an invoice. The Contracting Authority actively encourage the use of E-Invoicing via Oracle iSupplier to transact invoices and ensure timely payment.

### 6. Disclosure of Information

- (i) To enable compliance with the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (both as amended), the Contracting Authority reserves the right to disclose information about this Contract pursuant to a valid request for information.
- (ii) The Contractor hereby gives consent for the Contracting Authority to publish the Contract in its entirety to the general public.
- (iii) The Contractor shall not disclose any information relating to the Contract or the Contracting Authority's activities without the prior written consent of the

Contracting Authority, which shall not be unreasonably withheld. Such consent shall not be required where the information is already in the public domain, is in the possession of the Contractor without restriction as to its disclosure, or is received from a third party who lawfully acquired it and is under no obligation restricting its disclosure.

- (iv) The Contractor shall and shall procure that it will comply with any data protection act including the requirements of the General Data Protection Regulations

### 7. Sub-contracting and assignment

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

### 8. Intellectual Property Rights

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

### 9. Termination

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

### 10. Break

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

### 11. Indemnity

The Contractor shall fully and promptly indemnify the Contracting Authority against all direct losses, injury, damages, costs or liabilities or proceedings incurred by the Contracting Authority as a result of any act, default or negligence of the Contractor or any of its employees or sub-contractors in carrying out its obligations under the Contract except and to the extent it is due to the act, default, or negligence of the Contracting Authority or any of its employees.

If the Contract is not expressly one of employment, then this means the Contractor is not a Contracting Authority employee, worker, agent or partner, and the Contractor shall be fully responsible for all their own tax and national insurance contributions. In any failure to pay any such taxes, the Contractor shall pay in full any money or fine that the Contracting Authority incurs as a result of the Contractor failing to pay such taxes. Any obligation by the Contractor to comply with this clause shall survive without limitation and until such time as any of these obligations are complied with.

### 12. Recovery of Sums from Contractor

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

### 13. Insurance

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

### 14. Notices

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

### 15. Law and Jurisdiction

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

**16. Dispute Resolution**

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

**17. Variations to the Contract**

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

**18. Compliance with the Law**

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

**19. Third Parties**

Nothing in this Contract confers or purports to confer on any third party any right to enforce the terms of this Contract. The provisions of the Contracts (Rights of Third Parties Act 1999 as amended) are expressly excluded from this Contract. Where the Contracting Authority is not the named party to the Contract, the Contracting Authority is the agent of the named party for the purpose of

procurement and is authorised to negotiate and enter into Contracts for the supply of Supplies and or Services on behalf of the named party. The Contracting Authority will not itself be a party to, nor have any liability under, the Contract unless it is expressly specified as a named party in the Purchase Order. For the avoidance of doubt, where the Contracting Authority is not a named party to the Contract all obligations and benefits of these terms and conditions shall transfer to the named party in the Purchase Order as if they were the Contracting Authority as in 1.Definitions (i)”Contract”.

**21. Entire Agreement**

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

*Low Value Terms and Conditions for Contracts under £25k for non-Central Government and fully automated Oracle based Purchase Orders Version 2.3*