

Department For Work and Pensions

Provision of Three Modified Vehicles to Deliver Mobile Frontline Service

Project 26807 – Contract ECM 12608

SHORT FORM CONTRACT FOR THE SUPPLY OF GOODS AND/OR SERVICES

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Department for Work and Pensions (DWP)

[Redacted]

Attn: [Redacted]

By email to: [Redacted]

Date: 5th December 2024

Our ref: Project 26807

Dear [Redacted],

Following your proposal for the supply of three modified promotional vehicles to DWP, we are pleased confirm our intention to award this Contract to you.

The attached Order Form, contract Conditions set out the terms of the Contract between Masters Promotional Vehicles and DWP for the provision of the Deliverables set out in the Order Form.

We thank you for your co-operation to date and look forward to forging a successful working relationship resulting in a smooth and successful Delivery of the Deliverables. Please confirm your acceptance of this Contract by signing and returning the Order Form to [Redacted] and [Redacted], at the following email addresses: [Redacted], within 2 days from the date of the Order Form. No other form of acknowledgement will be accepted. Please remember to include the project reference number 26807 in any future communications relating to this Contract.

We will then arrange for the Order Form to be countersigned which will create a binding contract between DWP and Masters Promotional Services.

Yours faithfully

[Redacted]

Order Form

1. Contract Reference	Project 26807 - Contract 26807				
2. Buyer	DWP is entering into this Contract, the Buyer is acting as part of the Crown and the Supplier shall be treated as contracting with the Crown as a whole.				
3. Supplier	Masters Promotional Vehicles Pilgrims Way, Dunton Green, Sevenoaks, Kent TN13 2TL				
4. The Contract	<p>This Contract between the Buyer and the Supplier is for the supply of Deliverables.</p> <p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract conditions (“Conditions”)</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in the Conditions.</p>				
5. Deliverables	Goods	<p>Three Modified Vehicle with DWP Branding for a 16-week lease period.</p> <ul style="list-style-type: none">Annex 2 – SpecificationAnnex 4 – Supplier proposal <p>The Goods are to be Delivered in accordance with the following instructions:</p> <ul style="list-style-type: none">Delivery Address: <table><tr><td>North and mid-Wales - CH7 1LH</td></tr><tr><td>Greater Manchester - BL2 1DZ</td></tr><tr><td>Scotland - IV30 1RJ</td></tr></table> <p>Delivery Instructions:</p> <p>Vehicles must</p> <ul style="list-style-type: none">Have an up-to-date services history andHave current MOT certificate.be clean both internally and externally.	North and mid-Wales - CH7 1LH	Greater Manchester - BL2 1DZ	Scotland - IV30 1RJ
North and mid-Wales - CH7 1LH					
Greater Manchester - BL2 1DZ					
Scotland - IV30 1RJ					

		<ul style="list-style-type: none"> Additional Delivery Instructions: <p>The vehicle will have</p> <ul style="list-style-type: none"> a full tank of fuel a user guide for the vehicles ramp, generator, lights etc A user guide for drivers in the event of a breakdown or accident
	Services	<ul style="list-style-type: none"> Annex 2 – Specification Annex 3 – Charges Annex 4 – Supplier Proposal
6. Specification	The specification of the Deliverables is as set out in the DWP Specification and the Suppliers Submission	
7. Start Date	9 th December 2024	
8. Expiry Date	31 st March 2025	
9. Extension Period	The Buyer may extend the Contract for a period of up to 6 Months by giving not less than 20 Working Days' notice in writing to the Supplier prior to the Expiry Date. The Conditions of the Contract shall apply throughout any such extended period	
10. Buyer Cause	Not used	
11. Optional Intellectual Property Rights ("IPR") Clauses	<i>Clause 10 of the Conditions provides that each Party retains its Existing IPR.</i>	
12. Charges	The Charges for the Deliverables shall be as set out in Annex 3 Charges	
13. Payment	<p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>All invoices must be sent, quoting the Purchase Order Number (PO Number). Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>Electronic invoice containing the purchase order number will be submitted monthly in arrears unless otherwise agreed with the DWP Contract Manager.</p> <p>DWP Contract Manager – [Redacted]</p> <p>DWP INVOICE ADDRESS:</p>	

	<p>Invoices must contain the purchase order number and submitted to SSCL by email to [Redacted].</p> <p>Copy invoice to DWP Contract Manager.</p> <p>Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>If you have a query regarding an outstanding payment, please contact [Redacted]</p>							
14. Data Protection Liability Cap	In accordance with clause 12.6 of the Conditions, the Supplier's total aggregate liability under clause Error! Reference source not found. of the Conditions is no more than the Data Protection Liability Cap, being £500,000.							
15. Progress Meetings and Progress Reports	Not applicable							
16. Buyer Authorised Representative(s)	For general liaison your contact will continue to be [Redacted] or, in their absence, [Redacted]							
17. Supplier Authorised Representative(s)	For general liaison your contact will continue to be [Redacted] or, in their absence, [Redacted]							
18. Address for notices	DWP Caxton House, Toothill Street London Attention: [Redacted] Email: [Redacted]	Masters Promotional Vehicles Pilgrims Way, Dunton Green, Sevenoaks, Kent Attention: [Redacted] Email: [Redacted]						
19. Key Staff	<p>Masters Promotional Vehicles</p> <table><tr><td>Key Staff Role:</td><td>Key Staff Name</td><td>Contact Details:</td></tr><tr><td>Account Manager:</td><td>[Redacted]</td><td>[Redacted]</td></tr></table>		Key Staff Role:	Key Staff Name	Contact Details:	Account Manager:	[Redacted]	[Redacted]
Key Staff Role:	Key Staff Name	Contact Details:						
Account Manager:	[Redacted]	[Redacted]						

20. Procedures and Policies	For the purposes of the Contract the: The Buyer's security / data security requirements are contained in the DWP Security Policy.
21. Special Terms	
22. Incorporated Terms	<p>The following documents are incorporated into the Contract. If there is any conflict, the following order of precedence applies:</p> <ul style="list-style-type: none">(a) The cover letter from the Buyer to the Supplier dated December 2024(b) This Order Form(c) Any Special Terms (see row 21 (Special Terms) in this Order Form)(d) Conditions(e) The following Annexes in equal order of precedence:<ul style="list-style-type: none">V Annex 1 – Processing Personal Data – N/A - No Personal Data will be Processed by the Contractor for the duration of the contract, In the unlikely event that any personal or sensitive data is shared and processed by the contractor the Authorised Processing Template must be completed and added to the terms of the contract.Annex 2 – SpecificationAnnex 3 – Charge <p>Error! Reference source not found.</p>

Signed for and on behalf of the Supplier	Signed for and on behalf of the Buyer acting on behalf of the Crown
Name: [Redacted]	Name: [Redacted]
Date: 09/12/24	Date: 09/12/24
Signature: [Redacted]	Signature: [Redacted]

Short form Terms (“Conditions”)**1 DEFINITIONS USED IN THE CONTRACT**

1.1 In this Contract, unless the context otherwise requires, the following words shall have the following meanings:

“Affiliates”	in relation to a body corporate, any other entity which directly or indirectly Controls (in either of the senses defined in sections 450 and 1124 of the Corporation Tax Act 2010 and “Controlled” shall be construed accordingly), is Controlled by, or is under direct or indirect common Control of that body corporate from time to time;
“Audit”	<p>the Buyer’s right to:</p> <ul style="list-style-type: none">(a) verify the accuracy of the Charges and any other amounts payable by the Buyer under the Contract (including proposed or actual variations to them in accordance with the Contract);(b) verify the costs of the Supplier (including the costs of all Subcontractors and any third party suppliers) in connection with the provision of the Deliverables;(c) verify the Supplier’s and each Subcontractor’s compliance with the applicable Law;(d) identify or investigate actual or suspected breach of clauses 4 to 34 (inclusive), impropriety or accounting mistakes or any breach or threatened breach of security and in these circumstances the Buyer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;(e) identify or investigate any circumstances which may impact upon the financial stability of the Supplier and/or any Subcontractors or their ability to provide the Deliverables;(f) obtain such information as is necessary to fulfil the Buyer’s obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;(g) review any books of account and the internal contract management accounts kept by the Supplier in connection with the Contract;(h) carry out the Buyer’s internal and statutory audits and to prepare, examine and/or certify the Buyer’s annual and interim reports and accounts;(i) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Buyer has used its resources;

“Beneficiary”	A Party having (or claiming to have) the benefit of an indemnity under this Contract;
“Buyer Cause”	has the meaning given to it in the Order Form;
“Buyer”	the person named as Buyer in the Order Form. Where the Buyer is a Crown Body the Supplier shall be treated as contracting with the Crown as a whole;
“Charges”	the charges for the Deliverables as specified in the Order Form;
“Claim”	any claim which it appears that the Buyer is, or may become, entitled to indemnification under this Contract;
“Conditions”	means these short form terms and conditions of contract;
“Confidential Information”	all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which <ul style="list-style-type: none"> (a) is known by the receiving Party to be confidential; (b) is marked as or stated to be confidential; or (c) ought reasonably to be considered by the receiving Party to be confidential;
“Conflict of Interest”	a conflict between the financial or personal duties of the Supplier or the Supplier Staff and the duties owed to the Buyer under the Contract, in the reasonable opinion of the Buyer;
“Contract”	the contract between the Buyer and the Supplier which is created by the Supplier’s counter signing the Order Form and includes the cover letter (if used), Order Form, these Conditions and the Annexes;
“Controller”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Crown Body”	the government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Government and the Welsh Government), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf;
“Data Loss Event”	any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;

“Data Protection Impact Assessment”	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
“Data Protection Legislation”	<p>(a) the UK GDPR,</p> <p>(b) the DPA 2018;</p> <p>(c) all applicable Law about the processing of personal data and privacy and guidance issued by the Information Commissioner and other regulatory authority; and</p> <p>(d) (to the extent that it applies) the EU GDPR (and in the event of conflict, the UK GDPR shall apply);</p>
“Data Protection Liability Cap”	has the meaning given to it in row 14 of the Order Form;
“Data Protection Officer”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Data Subject Access Request”	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
“Data Subject”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Deliver”	Handover of the Deliverables to the Buyer at the address and on the date specified in the Order Form, which shall include unloading and stacking and any other specific arrangements agreed in accordance with clause 4.2. “Delivered” and “Delivery” shall be construed accordingly;
“Deliverables”	means the Goods, Services, and/or software to be supplied under the Contract as set out in the Order Form;
“DPA 2018”	the Data Protection Act 2018;
“EU GDPR”	Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (General Data Protection Regulation) as it has effect in EU law;
“Existing IPR”	any and all intellectual property rights that are owned by or licensed to either Party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise);
“Expiry Date”	the date for expiry of the Contract as set out in the Order Form;

“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;
“Force Majeure Event”	<p>any event, circumstance, matter or cause affecting the performance by either the Buyer or the Supplier of its obligations arising from:</p> <ul style="list-style-type: none">(a) acts, events, omissions, happenings or non-happenings beyond the reasonable control of the Party seeking to claim relief in respect of a Force Majeure Event (the “Affected Party”) which prevent or materially delay the Affected Party from performing its obligations under the Contract;(b) riots, civil commotion, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare;(c) acts of a Crown Body, local government or regulatory bodies;(d) fire, flood or any disaster; or(e) an industrial dispute affecting a third party for which a substitute third party is not reasonably available <p>but excluding:</p> <ul style="list-style-type: none">(a) any industrial dispute relating to the Supplier, the Supplier Staff (including any subsets of them) or any other failure in the Supplier or the Subcontractor's supply chain;(b) any event, occurrence, circumstance, matter or cause which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the Party concerned; and(c) any failure of delay caused by a lack of funds, <p>and which is not attributable to any wilful act, neglect or failure to take reasonable preventative action by that Party;</p>
“Good Industry Practice”	standards, practices, methods and procedures conforming to the Law and the exercise of the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged within the relevant industry or business sector;
“Goods”	the goods to be supplied by the Supplier to the Buyer under the Contract;
“Government Data”	<ul style="list-style-type: none">(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, including any of the Buyer's confidential information, and which:<ul style="list-style-type: none">(i) are supplied to the Supplier by or on behalf of the Buyer; or

	<p>(ii) the Supplier is required to generate, process, store or transmit pursuant to the Contract; or</p> <p>(b) any Personal Data for which the Buyer is the Controller;</p>
“Indemnifier”	a Party from whom an indemnity is sought under this Contract;
“Independent Controller”	a party which is Controller of the same Personal Data as the other Party and there is no element of joint control with regards to that Personal Data;
“Information Commissioner”	the UK’s independent authority which deals with ensuring information relating to rights in the public interest and data privacy for individuals is met, whilst promoting openness by public bodies;
“Insolvency Event”	<p>in respect of a person:</p> <p>(a) if that person is insolvent;</p> <p>(b) where that person is a company, LLP or a partnership, if an order is made or a resolution is passed for the winding up of the person (other than voluntarily for the purpose of solvent amalgamation or reconstruction);</p> <p>(c) if an administrator or administrative receiver is appointed in respect of the whole or any part of the person’s assets or business;</p> <p>(d) if the person makes any composition with its creditors; or</p> <p>(e) takes or suffers any similar or analogous action to any of the actions detailed in this definition as a result of debt in any jurisdiction;</p>
“IP Completion Day”	has the meaning given to it in the European Union (Withdrawal Agreement) Act 2020;
“Joint Controller Agreement”	<p>the agreement (if any) entered into between the Buyer and the Supplier substantially in the form set out in 2 JOINT CONTROLLER ASSESSMENT N/A of V Annex 1 – Processing Personal Data – N/A -</p> <p>No Personal Data will be Processed by the Contractor for the duration of the contract, In the unlikely event that any personal or sensitive data is shared and processed by the contractor the Authorised Processing Template must be completed and added to the terms of the contract. ;</p>
“Joint Controllers”	Where two or more Controllers jointly determine the purposes and means of processing;
“Key Staff”	any persons specified as such in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier;

“Law”	any law, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, bye-law, right within the meaning of the European Union (Withdrawal) Act 2018 as amended by European Union (Withdrawal Agreement) Act 2020, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;
“Material Breach”	a single serious breach or a number of breaches or repeated breaches (whether of the same or different obligations and regardless of whether such breaches are remedied)
“National Insurance”	contributions required by the Social Security Contributions and Benefits Act 1992 and made in accordance with the Social Security (Contributions) Regulations 2001 (SI 2001/1004);
“New IPR Items”	means a deliverable, document, product or other item within which New IPR subsists;
“New IPR”	all and intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract but shall not include the Supplier's Existing IPR;
“Open Licence”	means any material that is published for use, with rights to access and modify, by any person for free, under a generally recognised open licence including Open Government Licence as set out at http://www.nationalarchives.gov.uk/doc/open-government-licence/version/3/ as updated from time to time and the Open Standards Principles documented at https://www.gov.uk/government/publications/open-standards-principles/open-standards-principles as updated from time to time;
“Order Form”	the order form signed by the Buyer and the Supplier printed above these Conditions;
“Party”	the Supplier or the Buyer (as appropriate) and “Parties” shall mean both of them;
“Personal Data Breach”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires and includes any breach of Data Protection Legislation relevant to Personal Data processed pursuant to the Contract;
“Personal Data”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Prescribed Person”	a legal adviser, an MP or an appropriate body which a whistle-blower may make a disclosure to as detailed in ‘Whistleblowing: list of prescribed people and bodies’, 24 November 2016, available online at: https://www.gov.uk/government/publications/blowing-the-whistle-list-of-

	<u>prescribed-people-and-bodies--2/whistleblowing-list-of-prescribed-people-and-bodies</u> as updated from time to time;
“Processor Personnel”	all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any sub processor engaged in the performance of its obligations under the Contract;
“Processor”	has the meaning given to it in the UK GDPR or the EU GDPR as the context requires;
“Protective Measures”	<p>technical and organisational measures which must take account of:</p> <ul style="list-style-type: none"> (a) the nature of the data to be protected; (b) harm that might result from Data Loss Event; (c) state of technological development; (d) the cost of implementing any measures; <p>including pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;</p>
“Purchase Order Number” or “PO Number”	the Buyer’s unique number relating to the order for Deliverables to be supplied by the Supplier to the Buyer in accordance with the Contract;
“Rectification Plan”	<p>the Supplier’s plan (or revised plan) to rectify its Material Breach which shall include:</p> <ul style="list-style-type: none"> (a) full details of the Material Breach that has occurred, including a root cause analysis; (b) the actual or anticipated effect of the Material Breach; and (c) the steps which the Supplier proposes to take to rectify the Material Breach (if applicable) and to prevent such Material Breach from recurring, including timescales for such steps and for the rectification of the Material Breach (where applicable);
“Regulations”	the Public Contracts Regulations 2015 and/or the Public Contracts (Scotland) Regulations 2015 (as the context requires) as amended from time to time;
“Request For Information”	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term “request” shall apply);
“Services”	the services to be supplied by the Supplier to the Buyer under the Contract;

“Specification”	the specification for the Deliverables to be supplied by the Supplier to the Buyer (including as to quantity, description and quality) as specified in the Order Form;
“Staff Vetting Procedures”	vetting procedures that accord with Good Industry Practice or, where applicable, the Buyer’s procedures or policies for the vetting of personnel as specified in the Order Form or provided to the Supplier in writing following agreement to the same by the Supplier from time to time;
“Start Date”	the start date of the Contract set out in the Order Form;
“Sub-Contract”	any contract or agreement (or proposed contract or agreement), other than the Contract, pursuant to which a third party: (a) provides the Deliverables (or any part of them); (b) provides facilities or services necessary for the provision of the Deliverables (or any part of them); and/or (c) is responsible for the management, direction or control of the provision of the Deliverables (or any part of them);
“Subcontractor”	any person other than the Supplier, who is a party to a Sub-Contract and the servants or agents of that person;
“Subprocessor”	any third party appointed to process Personal Data on behalf of the Processor related to the Contract;
“Supplier Staff”	all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Contract;
“Supplier”	the person named as Supplier in the Order Form;
“Term”	the period from the Start Date to the Expiry Date as such period may be extended in accordance with clause 11.2 or terminated in accordance with the Contract;
“Third Party IPR”	intellectual property rights owned by a third party which is or will be used by the Supplier for the purpose of providing the Deliverables;
“Transparency Information”	In relation to Contracts with a value above the relevant threshold set out in Part 2 of the Regulations only, the content of the Contract, including any changes to this Contract agreed from time to time, as well as any information relating to the Deliverables and performance pursuant to the Contract required to be published by the Buyer to comply with its transparency obligations, including those set out in Public Procurement Policy Note 09/21 (update to legal and policy requirements to publish procurement information on Contracts Finder) (https://www.gov.uk/government/publications/ppn-0921-requirements-to-publish-on-contracts-finder) as updated from time to time and Public Procurement Policy

	Note 01/17 (update to transparency principles) where applicable (https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles) as updated from time to time except for: (a) any information which is exempt from disclosure in accordance with the provisions of the FOIA, which shall be determined by the Buyer; and (b) Confidential Information;
“UK GDPR”	has the meaning as set out in section 3(10) of the DPA 2018, supplemented by section 205(4);
“VAT”	value added tax in accordance with the provisions of the Value Added Tax Act 1994;
“Worker”	any one of the Supplier Staff which the Buyer, in its reasonable opinion, considers is an individual to which Procurement Policy Note 08/15 (Tax Arrangements of Public Appointees) (https://www.gov.uk/government/publications/procurement-policy-note-0815-tax-arrangements-of-appointees) as updated from time to time applies in respect of the Deliverables; and
“Working Day”	a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

2 UNDERSTANDING THE CONTRACT

2.1 In the Contract, unless the context otherwise requires:

- 2.1.1 references to numbered clauses are references to the relevant clause in these Conditions;
- 2.1.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
- 2.1.3 references to “writing” include printing, display on a screen and electronic transmission and other modes of representing or reproducing words in a visible form;
- 2.1.4 a reference to any Law includes a reference to that Law as amended, extended, consolidated, replaced or re-enacted from time to time (including as a consequence of the Retained EU Law (Revocation and Reform) Act) and to any legislation or byelaw made under that Law;
- 2.1.5 the word “including”, “for example” and similar words shall be understood as if they were immediately followed by the words “without limitation”;

- 2.1.6 any reference which, immediately before IP Completion Day (or such later date when relevant EU law ceases to have effect pursuant to section 1A of the European Union (Withdrawal) Act 2018), is a reference to (as it has effect from time to time) any EU regulation, EU decision, EU tertiary legislation or provision of the EEA agreement (“**EU References**”) which is to form part of domestic law by application of section 3 of the European Union (Withdrawal) Act 2018 and which shall be read on and after IP Completion Day as a reference to the EU References as they form part of domestic law by virtue of section 3 of the European Union (Withdrawal) Act 2018 as modified by domestic law from time to time.

3 HOW THE CONTRACT WORKS

- 3.1 The Order Form is an offer by the Buyer to purchase the Deliverables subject to and in accordance with the terms and conditions of the Contract.
- 3.2 The Supplier is deemed to accept the offer in the Order Form when the Buyer receives a copy of the Order Form signed by the Supplier.
- 3.3 The Supplier warrants and represents that its tender (if any) and all statements made and documents submitted as part of the procurement of Deliverables are and remain true and accurate.

4 WHAT NEEDS TO BE DELIVERED

4.1 All Deliverables

- 4.1.1 The Supplier must provide Deliverables:
- 4.1.1.1 in accordance with the Specification, the Suppliers proposal and the Contract terms and conditions;
 - 4.1.1.2 using reasonable skill and care;
 - 4.1.1.3 using Good Industry Practice;
 - 4.1.1.4 using its own policies, processes and internal quality control measures as long as they don't conflict with the Contract;
 - 4.1.1.5 on the dates agreed; and
 - 4.1.1.6 that comply with all Law.
- 4.1.2 The Supplier must provide Deliverables with a warranty of at least 90 days (or longer where the Supplier offers a longer warranty period to its Buyers) from Delivery against all obvious defects.

4.2 Goods clauses

- 4.2.1 N/A
- 4.2.2 N/A
- 4.2.3 N/A
- 4.2.4 N/A

- 4.2.5 The Supplier must deliver the vehicles on the date and to the location specified in the Order Form, during the Buyer's working hours (unless otherwise specified in the Order Form).
- 4.2.6 The Supplier must ensure the vehicles reach the point of Delivery safely and undamaged.
- 4.2.7 N/A
- 4.2.8 The Supplier must provide all tools, information and instructions the Buyer needs to make use of the Vehicles.
- 4.2.9 N/A
- 4.2.10 The Buyer can cancel any vehicle which is not delivered as required in the specification without charge. If the Buyer gives less than 14 days' notice then it will pay the Supplier's reasonable and proven costs already incurred on the cancelled order as long as the Supplier takes all reasonable endeavours to minimise these costs.
- 4.2.11 The Supplier must at its own cost repair, replace or substitute (at the Buyer's option and request) any vehicle that the Buyer rejects because they don't conform with specification.
- 4.2.12 The Buyer will not be liable for any actions, claims, costs and expenses incurred by the Supplier or any third party during delivery of the vehicles unless it is caused by negligence or other wrongful act of the Buyer or its servant or agent. If the Buyer suffers or incurs any damage or injury (whether fatal or otherwise) occurring in the course of Delivery then the Supplier shall indemnify the Buyer from any losses, charges, costs or expenses which arise as a result of or in connection with such damage or injury where it is attributable to any act or omission of the Supplier or any of its Subcontractors or Supplier Staff.

4.3 Services clauses

- 4.3.1 Late Delivery of the Services will be a default of the Contract.
- 4.3.2 The Supplier must co-operate with the Buyer and third party suppliers on all aspects connected with the delivery of the Services and ensure that Supplier Staff comply with any reasonable instructions including the security requirements (where any such requirements have been provided).
- 4.3.3 The Buyer must provide the Supplier with reasonable access to its premises at reasonable times for the purpose of supplying the Services
- 4.3.4 The Supplier must at its own risk and expense provide all equipment required to deliver the Services. Any equipment provided by the Buyer to the Supplier for supplying the Services remains the property of the Buyer and is to be returned to the Buyer on expiry or termination of the Contract.
- 4.3.5 The Supplier must allocate sufficient resources and appropriate expertise to the Contract.
- 4.3.6 The Supplier must take all reasonable care to ensure performance does not disrupt the Buyer's operations, employees or other contractors.

- 4.3.7 On completion of the Services, the Supplier is responsible for leaving the Buyer's premises in a clean, safe and tidy condition and making good any damage that it has caused to the Buyer's premises or property.
- 4.3.8 The Supplier must ensure all Services, and anything used to deliver the Services, are of good quality and free from defects.
- 4.3.9 The Buyer is entitled to withhold payment for partially or undelivered Services but doing so does not stop it from using its other rights under the Contract.

5 PRICING AND PAYMENTS

- 5.1 In exchange for the Deliverables, the Supplier must invoice the Buyer for the charges in the Order Form.
- 5.2 All Charges:
 - 5.2.1 exclude VAT, which is payable on provision of a valid VAT invoice; and
 - 5.2.2 include all costs and expenses connected with the supply of Deliverables.
- 5.3 The Buyer must pay the Supplier the charges within 30 days of receipt by the Buyer of a valid, undisputed invoice, in cleared funds to the Supplier's account stated in the invoice or in the Order Form.
- 5.4 A Supplier invoice is only valid if it:
 - 5.4.1 includes all appropriate references including the Purchase Order Number and other details reasonably requested by the Buyer; and
 - 5.4.2 includes a detailed breakdown of Deliverables which have been delivered.
- 5.5 If there is a dispute between the Parties as to the amount invoiced, the Buyer shall pay the undisputed amount. The Supplier shall not suspend the provision of the Deliverables unless the Supplier is entitled to terminate the Contract for a failure to pay undisputed sums in accordance with clause 11.6. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 36.
- 5.6 The Buyer may retain or set-off payment of any amount owed to it by the Supplier under this Contract or any other agreement between the Supplier and the Buyer if notice and reasons are provided.
- 5.7 The Supplier must ensure that all Subcontractors are paid, in full, within 30 days of receipt of a valid, undisputed invoice. If this doesn't happen, the Buyer can publish the details of the late payment or non-payment.

6 THE BUYER'S OBLIGATIONS TO THE SUPPLIER

- 6.1 If Supplier fails to comply with the Contract because of a Buyer Cause:
 - 6.1.1 the Buyer cannot terminate the Contract under clause 11;
 - 6.1.2 the Supplier is entitled to reasonable and proven additional expenses and to relief from liability under this Contract;

- 6.1.3 the Supplier is entitled to additional time needed to deliver the Deliverables; and
- 6.1.4 the Supplier cannot suspend the ongoing supply of Deliverables.

6.2 Clause 6.1 only applies if the Supplier:

- 6.2.1 gives notice to the Buyer within 10 Working Days of becoming aware;
- 6.2.2 demonstrates that the failure only happened because of the Buyer Cause; and
- 6.2.3 mitigated the impact of the Buyer Cause.

7 RECORD KEEPING AND REPORTING

- 7.1 The Supplier must ensure that suitably qualified representatives attend any progress meetings with the Buyer and provide progress reports when requested.
- 7.2 The Supplier must keep and maintain full and accurate records and accounts on everything to do with the Contract for 7 years after the date of expiry or termination of the Contract and in accordance with the UK GDPR or the EU GDPR as the context requires.
- 7.3 The Supplier must allow any auditor appointed by the Buyer access to its premises to verify all contract accounts and records of everything to do with the Contract and provide copies for the Audit.
- 7.4 The Buyer or an auditor can Audit the Supplier.
- 7.5 During an Audit, the Supplier must provide information to the auditor and reasonable co-operation at their request.
- 7.6 The Parties will bear their own costs when an Audit is undertaken unless the Audit identifies a Material Breach by the Supplier, in which case the Supplier will repay the Buyer's reasonable costs in connection with the Audit.
- 7.7 If the Supplier is not providing any of the Deliverables, or is unable to provide them, it must immediately:
 - 7.7.1 tell the Buyer and give reasons;
 - 7.7.2 propose corrective action; and
 - 7.7.3 provide a deadline for completing the corrective action.
- 7.8 If the Buyer, acting reasonably, is concerned as to the financial stability of the Supplier such that it may impact on the continued performance of the Contract then the Buyer may:
 - 7.8.1 require that the Supplier provide to the Buyer (for its approval) a plan setting out how the Supplier will ensure continued performance of the Contract and the Supplier will make changes to such plan as reasonably required by the Buyer and once it is agreed then the Supplier shall act in accordance with such plan and report to the Buyer on demand; and
 - 7.8.2 if the Supplier fails to provide a plan or fails to agree any changes which are requested by the Buyer or fails to implement or provide updates on progress with the plan, terminate the Contract immediately for Material Breach (or on such date as the Buyer notifies) and the consequences of termination in Clause 11.5.1 shall apply.

- 7.9 If there is a Material Breach, the Supplier must notify the Buyer within 3 Working Days of the Supplier becoming aware of the Material Breach. The Buyer may request that the Supplier provide a Rectification Plan within 10 Working Days of the Buyer's request alongside any additional documentation that the Buyer requires. Once such Rectification Plan is agreed between the Parties (without the Buyer limiting its rights) the Supplier must immediately start work on the actions in the Rectification Plan at its own cost.

8 SUPPLIER STAFF

- 8.1 The Supplier Staff involved in the performance of the Contract must:
- 8.1.1 be appropriately trained and qualified;
 - 8.1.2 be vetted in accordance with the Staff Vetting Procedures; and
 - 8.1.3 comply with all conduct requirements when on the Buyer's premises.
- 8.2 Where the Buyer decides one of the Supplier's Staff isn't suitable to work on the Contract, the Supplier must replace them with a suitably qualified alternative.
- 8.3 The Supplier must provide a list of Supplier Staff needing to access the Buyer's premises and say why access is required.
- 8.4 The Supplier indemnifies the Buyer against all claims brought by any person employed or engaged by the Supplier caused by an act or omission of the Supplier or any Supplier Staff.
- 8.5 The Buyer indemnifies the Supplier against all claims brought by any person employed or engaged by the Buyer caused by an act or omission of the Buyer or any of the Buyer's employees, agents, consultants and contractors.
- 8.6 The Supplier shall use those persons nominated (if any) as Key Staff in the Order Form or otherwise notified as such by the Buyer to the Supplier in writing, following agreement to the same by the Supplier to provide the Deliverables and shall not remove or replace any of them unless:
- 8.6.1 requested to do so by the Buyer or the Buyer approves such removal or replacement (not to be unreasonably withheld or delayed);
 - 8.6.2 the person concerned resigns, retires or dies or is on parental or long-term sick leave; or
 - 8.6.3 the person's employment or contractual arrangement with the Supplier or any Subcontractor is terminated for material breach of contract by the employee.
- 8.7 The Supplier shall ensure that no person who discloses that they have a conviction that is relevant to the nature of the Contract, relevant to the work of the Buyer, or is of a type otherwise advised by the Buyer (each such conviction a "**Relevant Conviction**"), or is found by the Supplier to have a Relevant Conviction (whether as a result of a police check, a disclosure and barring service check or otherwise) is employed or engaged in the provision of any part of the Deliverables.

9 RIGHTS AND PROTECTION

- 9.1 The Supplier warrants and represents that:
- 9.1.1 it has full capacity and authority to enter into and to perform the Contract;

- 9.1.2 the Contract is entered into by its authorised representative;
 - 9.1.3 it is a legally valid and existing organisation incorporated in the place it was formed;
 - 9.1.4 there are no known legal or regulatory actions or investigations before any court, administrative body or arbitration tribunal pending or threatened against it or its affiliates that might affect its ability to perform the Contract;
 - 9.1.5 all necessary rights, authorisations, licences and consents (including in relation to IPRs) are in place to enable the Supplier to perform its obligations under the Contract and the Buyer to receive the Deliverables;
 - 9.1.6 it doesn't have any contractual obligations which are likely to have a material adverse effect on its ability to perform the Contract; and
 - 9.1.7 it is not impacted by an Insolvency Event.
- 9.2 The warranties and representations in clause 3.3 and clause 9.1 are repeated each time the Supplier provides Deliverables under the Contract.
- 9.3 The Supplier indemnifies the Buyer against each of the following:
- 9.3.1 wilful misconduct of the Supplier, any of its Subcontractor and/or Supplier Staff that impacts the Contract; and
 - 9.3.2 non-payment by the Supplier of any tax or National Insurance.
- 9.4 If the Supplier becomes aware of a representation or warranty made in relation to the Contract that becomes untrue or misleading, it must immediately notify the Buyer.
- 9.5 All third party warranties and indemnities covering the Deliverables must be assigned for the Buyer's benefit by the Supplier for free.

10 INTELLECTUAL PROPERTY RIGHTS (“IPRS”)

- 10.1 Each Party keeps ownership of its own Existing IPRs. The Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR to enable the Buyer and its sub-licensees to both:
- 10.1.1 receive and use the Deliverables; and
 - 10.1.2 use the New IPR.
- The termination or expiry of the Contract does not terminate any licence granted under this clause 10.
- 10.2 Any New IPR created under the Contract is owned by the Buyer. The Buyer gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations during the Term and commercially exploiting the New IPR developed under the Contract. This licence is sub-licensable to a Subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the Subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 15 (What you must keep confidential).

- 10.3 Unless otherwise agreed in writing, the Supplier and the Buyer will record any New IPR and keep this record updated throughout the Term.
- 10.4 Where a Party acquires ownership of intellectual property rights incorrectly under this Contract, it must do everything reasonably necessary to complete a transfer assigning them in writing to the other Party on request and at its own cost.
- 10.5 Neither Party has the right to use the other Party's intellectual property rights, including any use of the other Party's names, logos or trademarks, except as provided in this clause 10 or otherwise agreed in writing.
- 10.6 If any claim is made against the Buyer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an **"IPR Claim"**), then the Supplier indemnifies the Buyer against all losses, damages, costs or expenses (including professional fees and fines) incurred as a result of the IPR Claim.
- 10.7 If an IPR Claim is made or anticipated, the Supplier must at its own option and expense, either:
- 10.7.1 obtain for the Buyer the rights in clause 10.1 without infringing any third party intellectual property rights; and
 - 10.7.2 replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.
 - 10.7.3 If the Supplier is not able to resolve the IPR Claim to the Buyer's reasonable satisfaction within a reasonable time, the Buyer may give written notice that it terminates the Contract from the date set out in the notice, or where no date is given in the notice, the date of the notice. On termination, the consequences of termination in clauses 11.5.1 shall apply.
- 10.8 The Supplier shall not use in the Delivery of the Deliverables any Third Party IPR unless:
- 10.8.1 the Buyer gives its approval to do so; and
 - 10.8.2 one of the following conditions applies:
 - 10.8.2.1 the owner or an authorised licensor of the relevant Third Party IPR has granted the Buyer a direct licence that provides the Buyer with the rights in clause 10.1; or
 - 10.8.2.2 if the Supplier cannot, after commercially reasonable endeavours, obtain for the Buyer a direct licence to the Third Party IPR as set out in clause 10.8.2.1:
 - (a) the Supplier provides the Buyer with details of the licence terms it can obtain and the identity of those licensors;
 - (b) the Buyer agrees to those licence terms; and
 - (c) the owner or authorised licensor of the Third Party IPR grants a direct licence to the Buyer on those terms; or
 - 10.8.2.3 the Buyer approves in writing, with reference to the acts authorised and the specific intellectual property rights involved.

- 10.9 In spite of any other provisions of the Contract and for the avoidance of doubt, award of this Contract by the Buyer and the ordering of any Deliverable under it, does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977, Section 12 of the Registered Designs Act 1949 or Sections 240 – 243 of the Copyright, Designs and Patents Act 1988.

11 ENDING THE CONTRACT

- 11.1 The Contract takes effect on the Start Date and end on the Contract End Date, or earlier if required by Law.

- 11.2 The Buyer can extend the Contract where set out in the Order Form in accordance with the terms in the Order Form.

11.3 Ending the Contract without a reason

- 11.3.1 The Buyer has the right to terminate the Contract at any time without reason or liability by giving the Supplier not less than 90 days' written notice, and if it's terminated clause 11.6.2 applies.

11.4 When the Buyer can end the Contract

- 11.4.1 If any of the following events happen, the Buyer has the right to immediately terminate its Contract by issuing a termination notice in writing to the Supplier and the consequences of termination in Clause 11.5.1 shall apply:

- 11.4.1.1 there's a Supplier Insolvency Event;
- 11.4.1.2 the Supplier is in Material Breach of the Contract;
- 11.4.1.3 there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Buyer in writing;
- 11.4.1.4 the Buyer discovers that the Supplier was in one of the situations in 57 (1) or 57(2) of the Regulations at the time the Contract was awarded;
- 11.4.1.5 the Supplier or its affiliates embarrass or bring the Buyer into disrepute or diminish the public trust in them; or
- 11.4.1.6 the Supplier fails to comply with its legal obligations in the fields of environmental, social, equality or employment Law when providing the Deliverables.

- 11.4.2 If any of the events in 73(1) (a) or (b) of the Regulations happen, the Buyer has the right to immediately terminate the Contract and clauses 11.5.1.2 to 11.5.1.7 apply.

11.5 What happens if the Contract ends

- 11.5.1 Where the Buyer terminates the Contract under clause 10.9, 11.4, 7.8.2, 28.4.2, all of the following apply:
- 11.5.1.1 the Supplier is responsible for the Buyer's reasonable costs of procuring replacement Deliverables for the rest of the term of the Contract;

- 11.5.1.2 the Buyer's payment obligations under the terminated Contract stop immediately;
 - 11.5.1.3 accumulated rights of the Parties are not affected;
 - 11.5.1.4 the Supplier must promptly delete or return the Government Data except where required to retain copies by Law;
 - 11.5.1.5 the Supplier must promptly return any of the Buyer's property provided under the Contract;
 - 11.5.1.6 the Supplier must, at no cost to the Buyer, give all reasonable assistance to the Buyer and any incoming supplier and co-operate fully in the handover and re-procurement; and
 - 11.5.1.7 the Supplier must repay to the Buyer all the Charges that it has been paid in advance for Deliverables that it has not provided as at the date of termination or expiry.
- 11.5.2 The following clauses survive the expiry or termination of the Contract: 1, 4.2.9, 5, 7, 8.4, 10, 11.5, 12, 14, 15, 16, 18, 19, 32.2.2, 36 and 37 and any clauses which are expressly or by implication intended to continue.

11.6 When the Supplier can end the Contract and what happens when the contract ends (Buyer and Supplier termination)

- 11.6.1 The Supplier can issue a reminder notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.
- 11.6.2 Where the Buyer terminates the Contract in accordance with clause 11.3 or the Supplier terminates the Contract under clause 11.6 or 23.4:
 - 11.6.2.1 the Buyer must promptly pay all outstanding charges incurred by the Supplier;
 - 11.6.2.2 the Buyer must pay the Supplier reasonable committed and unavoidable losses as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated; and
 - 11.6.2.3 clauses 11.5.1.2 to 11.5.1.7 apply.
- 11.6.3 The Supplier also has the right to terminate the Contract in accordance with Clauses 20.3 and 23.4.

11.7 Partially ending and suspending the Contract

- 11.7.1 Where the Buyer has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Buyer suspends the Contract it can provide the Deliverables itself or buy them from a third party.

- 11.7.2 The Buyer can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.
- 11.7.3 The Parties must agree (in accordance with clause 25) any necessary variation required by clause 11.7, but the Supplier may not either:
- 11.7.3.1 reject the variation; or
 - 11.7.3.2 increase the Charges, except where the right to partial termination is under clause 11.3.
- 11.7.4 The Buyer can still use other rights available, or subsequently available to it if it acts on its rights under clause 11.7.

12 HOW MUCH YOU CAN BE HELD RESPONSIBLE FOR

- 12.1 Each Party's total aggregate liability under or in connection with the Contract (whether in tort, contract or otherwise) is no more than 125% of the Charges paid or payable to the Supplier.
- 12.2 No Party is liable to the other for:
- 12.2.1 any indirect losses; and/or
 - 12.2.2 loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect).
- 12.3 In spite of clause 12.1, neither Party limits or excludes any of the following:
- 12.3.1 its liability for death or personal injury caused by its negligence, or that of its employees, agents or Subcontractors;
 - 12.3.2 its liability for bribery or fraud or fraudulent misrepresentation by it or its employees; or
 - 12.3.3 any liability that cannot be excluded or limited by Law.
- 12.4 In spite of clause 12.1, the Supplier does not limit or exclude its liability for any indemnity given under clauses 8.4, 9.3.2, 10.6, or 32.2.2.
- 12.5 In spite of clause 12.1, the Buyer does not limit or exclude its liability for any indemnity given under clause 8.5.
- 12.6 Notwithstanding clause 12.1, but subject to clauses 12.1 and 12.3, the Supplier's total aggregate liability under clause **Error! Reference source not found.** shall not exceed the Data Protection Liability Cap.
- 12.7 Each Party must use all reasonable endeavours to mitigate any loss or damage which it suffers under or in connection with the Contract, including any indemnities.
- 12.8 If more than one Supplier is party to the Contract, each Supplier Party is fully responsible for both their own liabilities and the liabilities of the other Suppliers.

13 OBEYING THE LAW

- 13.1 The Supplier, in connection with provision of the Deliverables:

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- 13.1.1 is expected to meet and have its Subcontractors meet the standards set out in the Supplier Code of Conduct:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1163536/Supplier_Code_of_Conduct_v3.pdf) as such Code of Conduct may be updated from time to time, and such other sustainability requirements as set out in the Order Form. The Buyer also expects to meet this Code of Conduct;
- 13.1.2 must comply with the provisions of the Official Secrets Acts 1911 to 1989 and section 182 of the Finance Act 1989;
- 13.1.3 must support the Buyer in fulfilling its Public Sector Equality duty under section 149 of the Equality Act 2010;
- 13.1.4 must comply with the model contract terms contained in (a) to (m) of Annex C of the guidance to [PPN 02/23 \(Tackling Modern Slavery in Government Supply Chains\)](#),¹ as such clauses may be amended or updated from time to time; and
- 13.1.5 meet the applicable Government Buying Standards applicable to Deliverables which can be found online at: <https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>, as updated from time to time.
- 13.2 The Supplier indemnifies the Buyer against any costs resulting from any default by the Supplier relating to any applicable Law to do with the Contract.
- 13.3 The Supplier must appoint a compliance officer who must be responsible for ensuring that the Supplier complies with Law, clause 13.1 and clauses 27 to 34.

14 DATA PROTECTION AND SECURITY

- 14.1 The Supplier must not remove any ownership or security notices in or relating to the Government Data.
- 14.2 N/A
- 14.3 N/A
- 14.4 N/A
- 14.5 N/A
- 14.6 N/A
- 14.7 N/A
- 14.8 N/A
- 14.9 N/A
- 14.10 N/A“
- 14.11 N/A
- 14.12 N/A

¹ <https://www.gov.uk/government/publications/ppn-0223-tackling-modern-slavery-in-government-supply-chains>

N/A

N/A

N/A

N/A

N/A

15 WHAT YOU MUST KEEP CONFIDENTIAL

15.1 Each Party must:

- 15.1.1 keep all Confidential Information it receives confidential and secure;
- 15.1.2 not disclose, use or exploit the disclosing Party's Confidential Information without the disclosing Party's prior written consent, except for the purposes anticipated under the Contract; and
- 15.1.3 immediately notify the disclosing Party if it suspects unauthorised access, copying, use or disclosure of the Confidential Information.

15.2 In spite of clause 15.1, a Party may disclose Confidential Information which it receives from the disclosing Party in any of the following instances:

- 15.2.1 where disclosure is required by applicable Law if the recipient Party notifies the disclosing Party of the full circumstances, the affected Confidential Information and extent of the disclosure;
- 15.2.2 if the recipient Party already had the information without obligation of confidentiality before it was disclosed by the disclosing Party;
- 15.2.3 if the information was given to it by a third party without obligation of confidentiality;
- 15.2.4 if the information was in the public domain at the time of the disclosure;
- 15.2.5 if the information was independently developed without access to the disclosing Party's Confidential Information;
- 15.2.6 on a confidential basis, to its auditors or for the purposes of regulatory requirements;
- 15.2.7 on a confidential basis, to its professional advisers on a need-to-know basis; and
- 15.2.8 to the Serious Fraud Office where the recipient Party has reasonable grounds to believe that the disclosing Party is involved in activity that may be a criminal offence under the Bribery Act 2010.

15.3 The Supplier may disclose Confidential Information on a confidential basis to Supplier Staff on a need-to-know basis to allow the Supplier to meet its obligations under the Contract. The Supplier shall always be responsible for compliance with the confidentiality obligations set out in this Contract by the persons to whom disclosure has been made.

15.4 The Buyer may disclose Confidential Information in any of the following cases:

- 15.4.1 on a confidential basis to the employees, agents, consultants and contractors of the Buyer;

- 15.4.2 on a confidential basis to any Crown Body, any successor body to a Crown Body or any company that the Buyer transfers or proposes to transfer all or any part of its business to;
- 15.4.3 if the Buyer (acting reasonably) considers disclosure necessary or appropriate to carry out its public functions;
- 15.4.4 where requested by Parliament; and
- 15.4.5 under clauses 5.7 and 16.

- 15.5 For the purposes of clauses 15.2 to 15.4 references to disclosure on a confidential basis means disclosure under a confidentiality agreement or arrangement including terms as strict as those required in clause 15.
- 15.6 Transparency Information, and Information which is exempt from disclosure by clause 16 is not Confidential Information
- 15.7 The Supplier must not make any press announcement or publicise the Contract or any part of it in any way, without the prior written consent of the Buyer and must take all reasonable endeavours to ensure that Supplier Staff do not either.

16 WHEN YOU CAN SHARE INFORMATION

- 16.1 The Supplier must tell the Buyer within 48 hours if it receives a Request For Information.
- 16.2 In accordance with a reasonable timetable and in any event within 5 Working Days of a request from the Buyer, the Supplier must give the Buyer full co-operation and information needed so the Buyer can:
 - 16.2.1 comply with any Request For Information
 - 16.2.2 if the Contract has a value over the relevant threshold in Part 2 of the Regulations, comply with any of its obligations in relation to publishing Transparency Information.
- 16.3 To the extent that it is allowed and practical to do so, the Buyer will use reasonable endeavours to notify the Supplier of a Request For Information and may talk to the Supplier to help it decide whether to publish information under clause 16. However, the extent, content and format of the disclosure is the Buyer's decision in its absolute discretion.

17 INSURANCE

- 17.1 The Supplier shall ensure it has adequate insurance cover for this Contract.

18 INVALID PARTS OF THE CONTRACT

- 18.1 If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable for any reason, such provision or part-provision shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this Contract. The provisions incorporated into the Contract are the entire agreement between the Parties. The Contract replaces all previous statements, or agreements whether written or oral. No other provisions apply.

19 OTHER PEOPLE'S RIGHTS IN THE CONTRACT

- 19.1 No third parties may use the Contracts (Rights of Third Parties) Act (“**CRTPA**”) to enforce any term of the Contract unless stated (referring to CRTPA) in the Contract. This does not affect third party rights and remedies that exist independently from CRTPA.

20 CIRCUMSTANCES BEYOND YOUR CONTROL

- 20.1 Any Party affected by a Force Majeure Event is excused from performing its obligations under the Contract while the inability to perform continues, if it both:
- 20.1.1 provides written notice to the other Party; and
 - 20.1.2 uses all reasonable measures practical to reduce the impact of the Force Majeure Event.
- 20.2 Any failure or delay by the Supplier to perform its obligations under the Contract that is due to a failure or delay by an agent, Subcontractor and/or Supplier Staff will only be considered a Force Majeure Event if that third party is itself prevented from complying with an obligation to the Supplier due to a Force Majeure Event.
- 20.3 Either Party can partially or fully terminate the Contract if the provision of the Deliverables is materially affected by a Force Majeure Event which lasts for 90 days continuously and the consequences of termination in Clauses 11.5.1.2 to 11.5.1.7 shall apply.
- 20.4 Where a Party terminates under clause 20.3:
- 20.4.1 each Party must cover its own losses; and
 - 20.4.2 clauses 11.5.1.2 to 11.5.1.7 apply.

21 RELATIONSHIPS CREATED BY THE CONTRACT

- 21.1 The Contract does not create a partnership, joint venture or employment relationship. The Supplier must represent themselves accordingly and ensure others do so.

22 GIVING UP CONTRACT RIGHTS

- 22.1 A partial or full waiver or relaxation of the terms of the Contract is only valid if it is stated to be a waiver in writing to the other Party.

23 TRANSFERRING RESPONSIBILITIES

- 23.1 The Supplier cannot assign, novate or in any other way dispose of the Contract or any part of it without the Buyer's written consent.
- 23.2 The Buyer can assign, novate or transfer its Contract or any part of it to any Crown Body, public or private sector body which performs the functions of the Buyer.
- 23.3 When the Buyer uses its rights under clause 23.2 the Supplier must enter into a novation agreement in the form that the Buyer specifies.

- 23.4 The Supplier can terminate the Contract novated under clause 23.2 to a private sector body that is experiencing an Insolvency Event.
- 23.5 The Supplier remains responsible for all acts and omissions of the Supplier Staff as if they were its own.

24 SUPPLY CHAIN

- 24.1 The Supplier cannot sub-contract the Contract or any part of it without the Buyer's prior written consent. The Supplier shall provide the Buyer with the name of any Subcontractor the Supplier proposes to engage for the purposes of the Contract. The decision of the Buyer to consent or not will not be unreasonably withheld or delayed. If the Buyer does not communicate a decision to the Supplier within 10 Working Days of the request for consent then its consent will be deemed to have been given. The Buyer may reasonably withhold its consent to the appointment of a Subcontractor if it considers that:
- 24.1.1 the appointment of a proposed Subcontractor may prejudice the provision of the Deliverables or may be contrary to its interests;
 - 24.1.2 the proposed Subcontractor is unreliable and/or has not provided reliable goods and or reasonable services to its other customers; and/or
 - 24.1.3 the proposed Subcontractor employs unfit persons.
- 24.2 If the Buyer asks the Supplier for details about Subcontractors, the Supplier must provide details of all such Subcontractors at all levels of the supply chain including:
- 24.2.1 their name;
 - 24.2.2 the scope of their appointment; and
 - 24.2.3 the duration of their appointment.
- 24.3 The Supplier must exercise due skill and care when it selects and appoints Subcontractors.
- 24.4 For Sub-Contracts in the Supplier's supply chain entered into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract:
- 24.4.1 where such Sub-Contracts are entered into after the Start Date, the Supplier will ensure that they all contain provisions that; or
 - 24.4.2 where such Sub-Contracts are entered into before the Start Date, the Supplier will take all reasonable endeavours to ensure that they all contain provisions that:
 - 24.4.2.1 allow the Supplier to terminate the Sub-Contract if the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law;
 - 24.4.2.2 require the Supplier to pay all Subcontractors in full, within 30 days of receiving a valid, undisputed invoice; and
 - 24.4.2.3 allow the Buyer to publish the details of the late payment or non-payment if this 30-day limit is exceeded.

- 24.5 At the Buyer's request, the Supplier must terminate any Sub-Contracts in any of the following events:
- 24.5.1 there is a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 of a Subcontractor which isn't pre-approved by the Buyer in writing;
 - 24.5.2 the acts or omissions of the Subcontractor have caused or materially contributed to a right of termination under Clause 11.4;
 - 24.5.3 a Subcontractor or its Affiliates embarrasses or brings into disrepute or diminishes the public trust in the Buyer;
 - 24.5.4 the Subcontractor fails to comply with its obligations in respect of environmental, social, equality or employment Law; and/or
 - 24.5.5 the Buyer has found grounds to exclude the Subcontractor in accordance with Regulation 57 of the Regulations.
- 24.6 The Supplier is responsible for all acts and omissions of its Subcontractors and those employed or engaged by them as if they were its own.

25 CHANGING THE CONTRACT

- 25.1 Either Party can request a variation to the Contract which is only effective if agreed in writing and signed by both Parties. The Buyer is not required to accept a variation request made by the Supplier.

26 HOW TO COMMUNICATE ABOUT THE CONTRACT

- 26.1 All notices under the Contract must be in writing and are considered effective on the Working Day of delivery as long as they're delivered before 5:00pm on a Working Day. Otherwise the notice is effective on the next Working Day. An email is effective at 9am on the first Working Day after sending unless an error message is received.
- 26.2 Notices to the Buyer or Supplier must be sent to their address or email address in the Order Form.
- 26.3 This clause does not apply to the service of legal proceedings or any documents in any legal action, arbitration or dispute resolution.

27 DEALING WITH CLAIMS

- 27.1 If a Beneficiary becomes aware of any Claim, then it must notify the Indemnifier as soon as reasonably practical.
- 27.2 at the Indemnifier's cost the Beneficiary must:
- 27.2.1 allow the Indemnifier to conduct all negotiations and proceedings to do with a Claim;
 - 27.2.2 give the Indemnifier reasonable assistance with the Claim if requested; and
 - 27.2.3 not make admissions about the Claim without the prior written consent of the Indemnifier which cannot be unreasonably withheld or delayed.
- 27.3 The Beneficiary must:

- 27.3.1 consider and defend the Claim diligently and in a way that does not damage the Beneficiary's reputation; and
- 27.3.2 not settle or compromise any Claim without the Beneficiary's prior written consent which it must not unreasonably withhold or delay.

28 PREVENTING FRAUD, BRIBERY AND CORRUPTION

- 28.1 The Supplier shall not:
 - 28.1.1 commit any criminal offence referred to in 57(1) and 57(2) of the Regulations; or
 - 28.1.2 offer, give, or agree to give anything, to any person (whether working for or engaged by the Buyer or any other public body) an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Contract or any other public function or for showing or refraining from showing favour or disfavour to any person in relation to the Contract or any other public function.
- 28.2 The Supplier shall take all reasonable endeavours (including creating, maintaining and enforcing adequate policies, procedures and records), in accordance with Good Industry Practice, to prevent any matters referred to in clause 28.1 and any fraud by the Supplier Staff and the Supplier (including its shareholders, members and directors) in connection with the Contract and shall notify the Buyer immediately if it has reason to suspect that any such matters have occurred or is occurring or is likely to occur.
- 28.3 If the Supplier notifies the Buyer as required by clause 28.2, the Supplier must respond promptly to their further enquiries, co-operate with any investigation and allow the Audit of any books, records and relevant documentation.
- 28.4 If the Supplier or the Supplier Staff engages in conduct prohibited by clause 28.1 or commits fraud in relation to the Contract or any other contract with the Crown (including the Buyer) the Buyer may:
 - 28.4.1 require the Supplier to remove any Supplier Staff from providing the Deliverables if their acts or omissions have caused the default; and
 - 28.4.2 immediately terminate the Contract and the consequences of termination in Clause 11.5.1 shall apply.

29 EQUALITY, DIVERSITY AND HUMAN RIGHTS

- 29.1 The Supplier must follow all applicable employment and equality Law when they perform their obligations under the Contract, including:
 - 29.1.1 protections against discrimination on the grounds of race, sex, gender reassignment, religion or belief, disability, sexual orientation, pregnancy, maternity, age or otherwise; and
 - 29.1.2 any other requirements and instructions which the Buyer reasonably imposes related to equality Law.

- 29.2 The Supplier must use all reasonable endeavours, and inform the Buyer of the steps taken, to prevent anything that is considered to be unlawful discrimination by any court or tribunal, or the Equality and Human Rights Commission (or any successor organisation) when working on the Contract.

30 HEALTH AND SAFETY

- 30.1 The Supplier must perform its obligations meeting the requirements of:
- 30.1.1 all applicable Law regarding health and safety; and
 - 30.1.2 the Buyer's current health and safety policy while at the Buyer's premises, as provided to the Supplier.
- 30.2 The Supplier and the Buyer must as soon as possible notify the other of any health and safety incidents or material hazards they're aware of at the Buyer premises that relate to the performance of the Contract.

31 ENVIRONMENT AND SUSTAINABILITY

- 31.1 In performing its obligations under the Contract, the Supplier shall, to the reasonable satisfaction of the Buyer:
- 31.1.1 meet, in all material respects, the requirements of all applicable Laws regarding the environment; and
 - 31.1.2 comply with its obligations under the Buyer's current environmental policy, which the Buyer must provide, and make Supplier Staff aware of such policy.

32 TAX

- 32.1 The Supplier must not breach any tax or social security obligations and must enter into a binding agreement to pay any late contributions due, including where applicable, any interest or any fines. The Buyer cannot terminate the Contract where the Supplier has not paid a minor tax or social security contribution.
- 32.2 Where the Supplier or any Supplier Staff are liable to be taxed or to pay National Insurance contributions in the UK relating to payment received under the Contract, the Supplier must both:
- 32.2.1 comply with the Income Tax (Earnings and Pensions) Act 2003 and all other statutes and regulations relating to income tax, the Social Security Contributions and Benefits Act 1992 (including IR35) and National Insurance contributions; and
 - 32.2.2 indemnify the Buyer against any Income Tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made during or after the Term in connection with the provision of the Deliverables by the Supplier or any of the Supplier Staff.
- 32.3 If any of the Supplier Staff are Workers who receive payment relating to the Deliverables, then the Supplier must ensure that its contract with the Worker contains requirements that:

- 32.3.1 the Buyer may, at any time during the term of the Contract, request that the Worker provides information which demonstrates they comply with clause 32.2, or why those requirements do not apply, the Buyer can specify the information the Worker must provide and the deadline for responding;
- 32.3.2 the Worker's contract may be terminated at the Buyer's request if the Worker fails to provide the information requested by the Buyer within the time specified by the Buyer;
- 32.3.3 the Worker's contract may be terminated at the Buyer's request if the Worker provides information which the Buyer considers isn't good enough to demonstrate how it complies with clause 32.2 or confirms that the Worker is not complying with those requirements; and
- 32.3.4 the Buyer may supply any information they receive from the Worker to HMRC for revenue collection and management.

33 CONFLICT OF INTEREST

- 33.1 The Supplier must take action to ensure that neither the Supplier nor the Supplier Staff are placed in the position of an actual, potential or perceived Conflict of Interest.
- 33.2 The Supplier must promptly notify and provide details to the Buyer if an actual, potential or perceived Conflict of Interest happens or is expected to happen.
- 33.3 The Buyer will consider whether there are any appropriate measures that can be put in place to remedy an actual, perceived or potential Conflict of Interest. If, in the reasonable opinion of the Buyer, such measures do not or will not resolve an actual or potential conflict of interest, the Buyer may terminate the Contract immediately by giving notice in writing to the Supplier where there is or may be an actual or potential Conflict of Interest and Clauses 11.5.1.2 to 11.5.1.7 shall apply.

34 REPORTING A BREACH OF THE CONTRACT

- 34.1 As soon as it is aware of it the Supplier and Supplier Staff must report to the Buyer any actual or suspected breach of Law, clause 13.1, or clauses 27 to 33.
- 34.2 The Supplier must not retaliate against any of the Supplier Staff who in good faith reports a breach listed in clause 34.1 to the Buyer or a Prescribed Person.

35 FURTHER ASSURANCES

- 35.1 Each Party will, at the request and cost of the other Party, do all things which may be reasonably necessary to give effect to the meaning of this Contract.

36 RESOLVING DISPUTES

- 36.1 If there is a dispute between the Parties, their senior representatives who have authority to settle the dispute will, within 28 days of a written request from the other Party, meet in good faith to resolve the dispute by commercial negotiation.

- 36.2 If the dispute is not resolved at that meeting, the Parties can attempt to settle it by mediation using the Centre for Effective Dispute Resolution (“**CEDR**”) Model Mediation Procedure current at the time of the dispute. If the Parties cannot agree on a mediator, the mediator will be nominated by CEDR. If either Party does not wish to use, or continue to use mediation, or mediation does not resolve the dispute, the dispute must be resolved using clauses 36.3 to 36.5.
- 36.3 Unless the Buyer refers the dispute to arbitration using clause 36.4, the Parties irrevocably agree that the courts of England and Wales have exclusive jurisdiction. :
- 36.4 The Supplier agrees that the Buyer has the exclusive right to refer any dispute to be finally resolved by arbitration under the London Court of International Arbitration Rules current at the time of the dispute. There will be only one arbitrator. The seat or legal place of the arbitration will be London and the proceedings will be in English.
- 36.5 The Buyer has the right to refer a dispute to arbitration even if the Supplier has started or has attempted to start court proceedings under clause 36.3, unless the Buyer has agreed to the court proceedings or participated in them. Even if court proceedings have started, the Parties must do everything necessary to ensure that the court proceedings are stayed in favour of any arbitration proceedings if they are started under clause 36.4.
- 36.6 The Supplier cannot suspend the performance of the Contract during any dispute.

37 WHICH LAW APPLIES

- 37.1 This Contract and any issues or disputes arising out of, or connected to it, are governed by English law.

V Annex 1 – Processing Personal Data – N/A -

No Personal Data will be Processed by the Contractor for the duration of the contract, In the unlikely event that any personal or sensitive data is shared and processed by the contractor the Authorised Processing Template must be completed and added to the terms of the contract.

Part A AUTHORISED PROCESSING TEMPLATE

This Annex shall be completed by the Controller, who may take account of the view of the Processor, however the final decision as to the content of this Schedule shall be with the Controller at its absolute discretion.

The contact details of the Controller's Data Protection Officer are: **[Insert Contact details]**

The contact details of the Processor's Data Protection Officer are: **[Insert Contact details]**

The Processor shall comply with any further written instructions with respect to processing by the Controller.

Any such further instructions shall be incorporated into this Annex.

Description of authorised processing	Details
Identity of Controller and Processor / Independent Controllers / Joint Controllers for each category of Personal Data	[Guidance: This is where you identify the roles of the Parties for processing personal data. If the Parties are Independent Controllers or Joint Controllers you will use 2 or Error! Reference source not found. of this Annex as applicable, see Annex 1 of Schedule 20 of the Mid-Tier for further details]
Subject matter of the processing	
Duration of the processing	
Nature and purposes of the processing	
Type of Personal Data being processed	
Categories of Data Subject	
Plan for return and destruction of the data once the processing is complete UNLESS requirement under law to preserve that type of data	

Locations at which the Supplier and/or its Subcontractors process Personal Data under this Contract and International transfers and legal gateway	
Protective Measures that the Supplier and, where applicable, its Subcontractors have implemented to protect Personal Data processed under this Contract against a breach of security (insofar as that breach of security relates to data) or a Data Loss Event	

2 JOINT CONTROLLER ASSESSMENT N/A**3 DATA PROTECTION BREACH N/A****4. AUDIT N/A UNLESS THE CONTRACT IS VARIED TO INCLUDE TRANSFER OF PERSONAL DATA****2.1 The Supplier shall permit:**

- 2.1.1 the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this of V Annex 1 – Processing Personal Data – N/A - No Personal Data will be Processed by the Contractor for the duration of the contract, In the unlikely event that any personal or sensitive data is shared and processed by the contractor the Authorised Processing Template must be completed and added to the terms of the contract. ; and the Data Protection Legislation; and/or
- 2.1.2 the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

- 2.2 The Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with V Annex 1 – Processing Personal Data – N/A -
No Personal Data will be Processed by the Contractor for the duration of the contract, In the unlikely event that any personal or sensitive data is shared and processed by the contractor the Authorised Processing Template must be completed and added to the terms of the contract. in lieu of conducting such an audit, assessment or inspection.

5 IMPACT ASSESSMENTS N/A

6 ICO GUIDANCE

- 6.1 The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner or any other regulatory authority. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Crown Body.

7 LIABILITIES FOR DATA PROTECTION BREACH N/A

8 TERMINATION

- 8.1 If the Supplier is in Material Breach under any of its obligations under V Annex 1 – Processing Personal Data – N/A -
No Personal Data will be Processed by the Contractor for the duration of the contract, In the unlikely event that any personal or sensitive data is shared and processed by the contractor the Authorised Processing Template must be completed and added to the terms of the contract. ;, the Buyer shall be entitled to terminate the Contract by issuing a termination notice to the Supplier in accordance with clause 11 of the Conditions (Ending the contract).

9 SUB-PROCESSING

- 9.1 In respect of any processing of Personal Data performed by a third party on behalf of a Party, that Party shall:
- 9.1.1 carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
 - 9.1.2 ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10 DATA RETENTION

- 10.1 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

Annex 2 – Specification



Specification

Provision of the Hire of Mobile Vehicles

9th December 2024

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DEFINITIONS

The Contracting Authority has provided the following definitions relevant to the Agreement:

Expression or Acronym	Definition
Agent	To do any act for another or represent another person in dealings with a third person.
The Authority	The Secretary of State for Work and Pensions (DWP)
MIAFTR	Motor Insurers Anti-Fraud and Theft Register
Public Bodies	Any United Kingdom Government Department, Local Authority, or recognised public sector organisation in England, Scotland, Wales and the Isle of Man.
Service Supplier	The entity used by the Supplier to provide the services under the contract, including any specialist repairers or other sub-contracted Suppliers of services provided to the Authority under the Contract.
Supplier	means any person or entity or group of such persons and entities, including any temporary association of undertakings, which offers the supply of products or the provision of services on the market in connection with this procurement process;

BACKGROUND TO THE CONTRACTING AUTHORITY

The Department for Work and Pensions (DWP) hereafter referred to as the Contracting Authority, is the UK government biggest public service department responsible for welfare, pensions, and child maintenance policy. As the UK's biggest public service department, we administer the State Pension and a range of working age, disability, and ill health benefits to over 20 million claimants and customers. It is the second largest governmental department in terms of employees with over 90,000 staff.

Unless otherwise indicated, references to the "Customer", "Authority", "Contracting Authority", "Buyer" or to "DWP" throughout this document means the Secretary of State for Work and Pensions acting as part of the Crown through his/her representatives in the Department for Work and Pensions.

BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

The Contracting Authority, the Department for Work and Pensions (DWP) is seeking to establish a Contract for the provision of three Mobile Vehicles with a single supplier. The requirement encompasses most aspects of vehicles for hire within the UK including supply of hire vehicle, delivery and collection, breakdown, roadside assistance, maintenance. In addition, the supplier will work with the Authority's Fleet Management provider, Kinto, to manage repairs due to collision damage. Further details are provided below outlining obligations with the supplier and the Department.

This Annex 2 sets out the characteristics of the Goods and Services the Supplier will be required to make available to the Authority under this Contract.

The Supplier must support the Department to comply with any specific applicable standards set out in this Specification.

The Supplier shall, unless requested otherwise supply all Vehicles with either;

- a puncture repair or inflation kit or spare wheel or space saver;
- wheel brace and jack
- maintain Vehicles in accordance with the manufacturer's recommendations;
- ensure Vehicles are compliant with a minimum four-star New Car Assessment Programme (NCAP) rating;
- ensure all Vehicles are fit for purpose and meet all national legal requirements for the country in which they are being driven in;
- ensure that Vehicles subject to a safety recall notice requiring action during the anticipated duration of the Hire are not supplied for Hire to the Buyer and Vehicles subject to a stop drive recall notice are not supplied for Hire to the Buyer irrespective of the anticipated duration of Hire;
- supply Vehicles which are clean inside and out including windows and solar panels;
- supply vehicles which are included within specification (up to 3.5 Tonne) of the DWP Fleet Management contract with Kinto.

GENERAL OVERVIEW

From 9th December 2024 the Department for Work and Pensions is looking to hire three vans that have been fully converted and customised (as per Appendix A & Appendix B) to carry out public-facing engagement requirements with DWP customers.

In addition to the lease of the exhibition vehicle, Department for Work and Pensions (DWP) will also require the appointed supplier to provide the following **ancillary services**:

- Vehicle must be maintained in accordance with UK legal requirements and as per manufacturer's recommendations, e.g., MOT'd, taxed and be always maintained in a road worthy condition.
- Vehicle (to be cleaned inside and out) at the point of delivery.
- an account manager as a single point of contact for invoicing and general administration relating to the hire of the vehicle(s).
- full details of the breakdown and accident processes the driver and Authority must follow. These processes will need to be agreed by the Authority and Kinto. Kinto will provide the accident management service.
- vehicle drivers and DWP manager(s) will receive complimentary training on the equipment within the vehicle including the generator, CCTV, lights, heating etc at the point of exchange or at a mutually agreed date before delivery.
- A comprehensive vehicle operation manual and list of vehicle check requirements for DWP drivers.

Department for Work and Pensions (DWP) will provide the following **ancillary services**:

- The Contracting Authority will make use of the "Crown Indemnity" status under section 183 of the Road Traffic Act 1988, for all hire vehicles driven where the hire vehicles are used for public service to the Crown.
- Drivers will drive the vehicle to a designated site, stay with the vehicle, setup vehicle, dismantle the vehicle on closedown and drive the vehicle back to a designated location for overnight storage/parking or leave the vehicle parked in a permitted location at the discretion of the department.
- A secure storage/parking facility (for the vehicle) for overnight storage/parking when the vehicle is not in use at the discretion of the department.
- Drivers will hold the relevant UK driving licence commensurate with the vehicle category being driven and ensure they are fit to drive in accordance with relevant legislation and industry best practice.

The contract shall commence on the 9th December for an operative period of 16 weeks, ending 31st March 2025, with an option for up-to 6 month extension period, subject to obtaining necessary budget and governance approvals and subject to DWP giving the required notice (2 months) to the Supplier.

The key aim of this requirement is for the chosen supplier to provide three vehicles that are fully maintained in accordance with current UK legislation and that can provide Department for Work and Pension's with a means to engage directly with members of

the public at a variety of locations within the United Kingdom (England, Wales and Scotland).

For a full description of the vehicle required, including all ancillary associated, please refer to para 5.1, including all **appendices** contained within this document.

VEHICLE REQUIREMENTS

The vehicle will need to conform to the specification as detailed within **Appendix A** and customised to the requirements specified within **Appendix B**.

The Vehicle must always be kept in good condition and maintained both mechanically and aesthetically.

Full MOT and road tax to be paid by supplier.

DRIVER/DWP STAFF OBLIGATIONS

The Department for Work and Pensions will provide competent driver(s) for each vehicle for the duration of the hire and the driver(s) must be legally permitted to drive the vehicle classification.

The Department for Work and Pensions will ensure that the driver(s) and or DWP staff;

- Completes a list of vehicle checks before driving the vehicle to the designated location. For the avoidance of doubt, this list is to be provided by the Supplier.
- Ensures that the vehicle is clean inside and out.
- Ensures that the vehicle and generator are refuelled where required, using the Department for Work and Pensions Allstar fuel card provision
- Transports, sets-up and dismantles the vehicle safely.
- During operative hours, stays with the van unless unavoidable, eg breaktimes.
- Ensures that any defects reported are corrected as soon as applicable.

INSURANCE

The vehicle(s) shall be fully insured in line with current UK legislation. The Department for Work and Pensions will utilise Crown Indemnity to cover costs in all instances where Crown Indemnity can be applied by United Kingdom law.

The Supplier is responsible for providing any insurance claims relating to or resulting from a breakdown,

VEHICLE SET-UP/DISMANTLE

The nominated Department for Work and Pensions driver/DWP staff member shall, using the checklist provided by the supplier set up the vehicle before each days service. This will include full set up of the ramp, generator etc, ready to use.

The nominated Department for Work and Pensions driver will be required to complete a handover check sheet at the end of each day.

CLEANING

The Vehicle(s) shall be delivered to DWP in a clean state, i.e. fully valeted inside and externally washed). DWP will ensure the vehicles are kept in a clean state throughout the hire period via existing cleaning contracts.

Daily touchpoint cleaning will be undertaken by DWP staff working on board and regular deep cleans will be contracted by our Facilities Provider and undertaken at the discretion of DWP. The Facilities Provider will also undertake any essential unscheduled cleaning resulting from spillages on board.

VEHICLE STORAGE

The Department for Work and Pensions will store the vehicle(s) when not in use in a permitted safe and secure location at the discretion of the department.

ACCOUNT MANAGER

The supplier shall provide an account manager as a single point of contact for invoicing and general administration relating to the hire of the vehicle.

WHAT DEPARTMENT FOR WORK AND PENSIONS WILL PROVIDE

Access to an Account Manager for all invoices and vehicle related administration.

Detailed specification as part of the Contract

Payment of invoices (including queries)

Prompt notice of any cancellations, or extensions within the 2 month notice period.

Assurance that all DWP drivers hold the relevant UK driving licence commensurate with the vehicle category being driven and ensure they are fit to drive in accordance with relevant legislation and industry best practice.

Ensure the vehicles are stored securely overnight.

FUEL CARDS

A DWP multifuel card will be allocated for each vehicle. The cards will be dispatched to the regional manager responsible for the vehicles and issued to the drivers of the vehicles for use during the trial. The driver will be expected to record the mileage at the beginning and end of the day in line with DWP processes.

DWP will ensure that all vehicles have a full tank of diesel at the end of the hire period ready for collection by the Supplier.

DWP BRANDING

The Supplier must not utilise the Contracting Authority's logo or anything representing the DWP brand without the express permission of the Contracting Authority.

DWP logo/imagery will be provided to the Supplier by the Contracting Authority for personalisation of the hired vehicles. The branding must be completed by *20th December*, DWP logo/imagery must be deployed exactly as provided unless a variation has been confirmed in writing by DWP. DWP will be responsible for installing WiFi access by the same date.

OTHER VEHICLE THEFT

If a vehicle is reported stolen the Authority requires that the Supplier is to make the following parties aware:

- The Suppliers Insurer.
- DVLA.
- Motor Insurance Anti-Fraud Theft Register (MIAFTR).
- Authority Account Manager.

The Authority shall be kept informed of recovery progress on a regular basis.

DWP and the Supplier will agree the appropriate insurer to settle any claim and a settlement figure for the vehicle.

LEGISLATIVE REQUIREMENTS

The Supplier must ensure the vehicles supplied pursuant to this Call- Off Contract comply with Type Approval Law, in line with the timeframes specified by the European Community Whole vehicle Type Approval Law (ECWVTA), which is accessible via the following web link: <http://www.dft.gov.uk/vca/vehicletype/ecwvta-framework-directive.asp>

The Supplier must provide any relevant information required to assist the Authority to demonstrate compliance at the point of vehicle production with the requirements of the Clean and Energy Efficient vehicles Directive 2009/33-EC, or any future revised Directive, which is accessible via the following web link:

[Guidelines for the Directive on the Promotion of Clean and Energy Efficient Road Transport Vehicles \(Directive 2009/33/EC\).](#)

The Supplier must ensure that all vehicles produced and supplied pursuant to this Call-Off Contract conform to all applicable legislation.

FINES

The Supplier must contact the DWP account manager regarding any notification of fines or charges they receive regarding the three vehicles within forty-eight (48) hours of receipt of the fine and any correspondence related to traffic violations.

DAMAGE

DWP will take photographs of the exterior and interior condition of the vans both at the start and end of the hire period.

The Supplier must report all cases of additional damage to the vehicle identified at the end of a hire period to the customer within four (4) hours.

BREAKDOWN MANAGEMENT

The Supplier is to provide full details of the breakdown process they require the Authority to follow. The process should be followed even in cases where the Authority could be deemed responsible for the breakdown. All breakdowns must be dealt with promptly.

Through the Authority's Accident Management process, Kinto will work with the Supplier to endeavour to complete 90% of accident repairs within 3 working days.

SLA/KPI:

Van reliability is of paramount importance to DWP to ensure that we can secure as much evidence and insight as possible of the value of this mobile delivery channel during the hire period.

SLA 1 – DWP expect all non-scheduled maintenance events, eg worn brake pads, worn tyre replacement, to be completed within two working days.

SLA 2 - DWP expect the supplier to assess and repair any mechanical breakdown within 5 working days and return the van(s) into service.

SLA 3 – DWP expect to have access to the Account Manager within core business hours (9-5 Mon-Fri) to support with any queries.

SLA 4 – The Supplier shall endeavour to attend 95% of breakdowns, including tyres, within 2 hours of the reported incident

SLA 5 – in the event of CCTV equipment fitted by the supplier malfunctioning and advised troubleshooting practices as per instruction manuals and supplier advice being ineffective, the supplier to dispatch a replacement item within 24 hours of the fault being reported to them.

Invoicing Arrangements

Electronic invoices must contain the DWP purchase order number and submitted to SSCL by email to [Redacted]. Copy invoice to be sent to the DWP Contract Manager (contact details to be supplied)

DWP require invoices to be submitted monthly in arrears.

Prices for charges for vehicle damage highlighted on return of vehicle (dents / scratches)

Mileage allowance is 150 miles per day averaged over the hire period.

APPENDIX A- VEHICLE SPECIFICATION

Vehicle Type	3.5 tonnes 4.6 metre body single expandable Vector Unit
Engine	2 Litre or 2.2 Litre
Chassis cab and framework	<ul style="list-style-type: none"> • existing Barclays blue with DWP JCP branding • Right Hand Drive • Dual passenger seat • Drivers Airbag • Electric windows • Air conditioning • Manual gearbox • Main mirrors and wide-angle mirrors electrically adjustable • Styling kit consisting of roof deflector and side collars. • Aluminium fabricated sub-frame.
Body	<ul style="list-style-type: none"> • Fitted sub-frame to fit chassis plus rear stabilising legs. • Fitted 4,600mm (approx.) body with an internal ceiling height of 2285mm with blue exterior and interior inclusive of semi-translucent roof and floor. • Aluminium corners and capping painted blue to match body. • Lightweight floor with under-chassis treatment.
Electrical, Plumbing and Hydraulics	<p>Basic power and distribution system, incl. electrical testing.</p> <p>Supplied with LED auto lamps to comply with Construction and Use Regulations</p>
Internals	Heavy duty non-slip vinyl floor or wood effect safety laminate covering to floor.
Externals	
Fuel Type	Diesel
Delimiter	N/A
RFL / HGV levy	<ul style="list-style-type: none"> • Road Fund Licence included. • HGV Levy included (if applicable) • Type Approval included.

Maintenance	<p>Vehicle will be fully serviced.</p> <p>Maintenance and repair work will be covered if not caused by general wear and tear. If the Buyer is found to have caused damage this is to be reported to the Supplier and an evaluation of what is required on a case by case basis. If repairs are needed and the Buyer is found to be at fault then the Buyer is to cover the cost of the repair.</p> <p>If required the Supplier will make a similar vehicle available, however there is no guarantee that we will have stock at the time. Cost to be covered by the Buyer.</p>
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APPENDIX B - VEHICLE CUSTOMISATION

1	ELECTRICAL, PLUMBING AND HYDRAULICS
1.1	Heater Unit
1.2	12 Volt Alarm System on doors,
1.3	2x external LED lights
1.4	360 camera system
1.5	Distribution boards and inlets to run off 3 13A sockets
1.6	Built in petrol generator to power, lighting, sockets and use of TV/laptop
1.7	Built in battery, inverter and solar panel system.
2	INTERNAL FIT OUT AND FURNITURE
2.1	Occasional ramp foldaway aluminium design 2m stored in full height cupboard
2.2	Half height cupboard with work surface at counter height
2.3	Fixed seating
2.4	2x clip frames
2.5	Equipment pack - first aid kit, fire extinguisher
2.6	Signage as follows: 1 x 'fire exit' sign, 1 x 'fire extinguisher' sign, 1 x 'CCTV In Operation' sign
3	EXTERNALS
3.1	Graphic wrap on main body
3.2	Logos on outside of unit
3.3	point 2.1
3.4	Door allowing customer entrance
4	AUDIO VISUAL AND INFORMATION TECHNOLOGY
4.1	2x HDMI single laptop point linked to screen or board

4.2	2x 50" LED screen mounted on wall bracket with trunkings
4.3	CCTV - NVR-8780 8 Channel Network Video Recorder
4.4	
4.5	Cabling and installation
4.6	point 2.4
4.7	Wi-Fi equipment at the discretion of DWP to be installed by DWP

APPENDIX C - CERTIFICATE OF READINESS TO OPERATE (TEMPLATE)

Daily set up of the van by Department for Work and Pensions in each location.

Activity	Completed (Yes/No)
The area around the van has been coned off to keep staff and members of the public safe from passing vehicles.	
The ramp, steps and handrails are set up securely and can be accessed by all (e.g. wheelchair users) and there are no potential trip hazards.	
All van equipment is tidy and stored safely	
The external poster boards & display panels are secure and not affected by high winds.	
IT (laptops with WiFi access) and digital screens are fully operational	
The electrical generator (and fuel can) is set up safely and is stored away from public access and any possible source of ignition.	
Hi-visibility jackets/vests are available and worn by staff when working around the van.	
The van is clean and tidy and there are no tripping hazards.	
The metal strut supports, and head protection pieces are attached to the over-head canopy over the main entrance.	
There is enough lighting in and around the van for staff and members of the public to access the van and view the information being displayed.	

Annex 3 – Charges

Description	Cost Per Vehicle	Quantity	Total Cost
Self drive hire van - (2-6 month weekly rate [Redacted] per week			
3 vans for 16 weeks (discounted rate [Redacted] per van per week) incl 2 week preparation time and 1 week decommission Insurance per van for 3 months [Redacted].	[Redacted]	3	[Redacted]
Holding / small damage / cleaning deposit as per our T&Cs	[Redacted]	3	[Redacted]
CCTV x 3 - one per van [Redacted]	[Redacted]	3	[Redacted]
Spill kit x 3 - one per van [Redacted]	[Redacted]	3	[Redacted]
Fire exit, fire extinguisher, CCTV stickers	[Redacted]	3	[Redacted]
Ice scraper - 1 per van	[Redacted]	3	[Redacted]
Exterior light - 2 per van	[Redacted]	3	[Redacted]
Fitting of customer supplied wifi satellite	[Redacted]	3	[Redacted]
Fitting of all season tyres (TBC on tyres already fitted)	[Redacted]	3	[Redacted]
Artwork installation ([Redacted] per sqm) 12sqm per van	[Redacted]	3	[Redacted]
Delivery			
North and mid-Wales - CH7 1LH	[Redacted]	1	[Redacted]
Greater Manchester - BL2 1DZ	[Redacted]	1	[Redacted]
Scotland - IV30 1RJ	[Redacted]	1	[Redacted]
Collection			
North and mid-Wales - CH7 1LH	[Redacted]	1	[Redacted]
Greater Manchester - BL2 1DZ	[Redacted]	1	[Redacted]
Scotland - IV30 1RJ	[Redacted]	1	[Redacted]
Removal of customer supplied wifi satellite and make good	[Redacted]	3	[Redacted]
Removal of graphics	[Redacted]	3	[Redacted]
All Prices exclude VAT E&OE			£60,393.70

Annex 4 – Supplier Proposal

[Redacted]

Annex 5 – Optionnel IPR Clauses N/A