

**CONTRACT FOR THE PROVISION OF OPCW INSPECTIONS TRAVEL &
ACCOMMODATION TO THE DEPARTMENT OF ENERGY AND
CLIMATE CHANGE**

This Contract is dated 10 March 2015 and is made between:-

1. **The Secretary of State for Energy and Climate Change** (the “Authority”) of 3 Whitehall place, London SW1A 2AW;

and
2. Selwyns Travel Ltd (the “Contractor”) whose registered office is at Cavendish Farm Road, Weston, Runcorn, Cheshire, WA7 4LU.

INTRODUCTION

- (A) On 28 January 2015 the Authority issued an invitation to tender for the provision of coach, driver and accommodation booking services for the Chemical Weapons Convention UK National Authority this including the specification a copy of which is set out in Schedule 1 (the “Specification”).
- (B) In response the Contractor submitted a proposal dated 12 February 2015 and entitled ‘OPCW Inspections - Travel & Accommodation Contract’ explaining how it would provide the services a copy of which is set out in Schedule 2 (the “Proposal”).
- (C) The Specification and the Proposal were supplemented by the correspondence copies of which are set out in Schedule 4 (the “Correspondence”).

The parties agree as follows:-

1. SUPPLY OF SERVICES AND PRICE

In consideration of payment by the Authority to the Contractor of the sum of £56,000 (exclusive of Value Added Tax) (the “Contract Price”) and in accordance with (a) the Specification; (b) the Proposal; and (c) the Authority’s Standard Terms and Conditions of Contract for Services (the “Standard Terms”) (a copy of which were issued by the Authority with the Invitation to Tender and are attached at Schedule 3); and (d) the Correspondence the Contractor shall provide the Services described in the Specification and the Proposal and the Correspondence to the Authority.

2. COMMENCEMENT AND CONTINUATION

This contract shall commence on 1 April 2015 and subject to any provisions for earlier termination contained in the Standard Terms shall continue for a period of four years and end on 31 March 2019.

3. TERMS AND CONDITIONS

3.1 The Standard Terms shall form part of this Contract. In the event of conflict between these clauses and the Standard Terms, these clauses shall prevail to the extent of the conflict.

3.2 The following additional terms also apply to this Contract:

- Transport and driver costs will be charged as per the Pricing Schedule but total charges, for any one coach and driver including mileage, will be capped at £400 per day.
- Any review in mileage charges which will significantly increase charges (5%+) will be notified to the National Authority (NA) in advance.
- The modified 16-seater coach will be used for routine inspections unless the Authority request otherwise.
- The 15% handling charge on accommodation costs will not be increased during the course of the contract.
- Transport and driver charges will be invoiced separately to accommodation and be exclusive of Value Added Tax.
- Where significantly more cost effective to the NA, the Contractor may hire-in other companies transport and drivers but the DECC Standard Terms and Conditions of Contract for Services, and the Authority's requirements, will still apply. The Contractor should still provide the service if cost savings are marginal (<5%).
- If accommodation meeting the minimum standards set out in the Specification are unavailable more expensive accommodation will be arranged. The best rates available will be sought through either group or government rates. The Contractor will contact the Authority prior to any expenditure being committed.
- The Contractor, including its drivers, is bound by the Official Secrets Act 1989 (c. 6).

3.3 The Contractor's Standard Terms and Conditions of business shall not apply to this Contract.

3.4 This Contract is formed of these clauses and the Schedules hereto. Any other attachments are provided for information purposes only and are not intended to be legally binding.

4. CONTRACTOR'S OBLIGATIONS

4.1 Where the Contractor is supplying goods to the Authority these shall be delivered to the Authority in full compliance with the Specification and shall be of satisfactory quality and fit for purpose. Where the Contractor is performing services for the Authority it shall do so in accordance with the Specification and exercise reasonable skill and care.

5. MANAGEMENT AND COMMUNICATIONS

5.1 The Contractor shall perform the Services under the direction of the Authority.

- 5.2 Any direction by the Authority may be given by Terence Dance (the “Contract Manager”) who is an officer in the Authority’s Nuclear Resilience and Assurance Directorate, Department of Energy & Climate Change, 3 Whitehall Place, London, SW1A 2AW or such other person as is notified by the Authority to the Contractor in writing.
- 5.3 The Contractor appoints Sue Kendrick, Selwyns Travel Ltd, Cavendish Farm Road, Weston, Runcorn, Cheshire, WA7 4LU to be the Contractor’s first point of contact for this Contract. All queries to the Contractor from the Authority’s Contract Manager shall initially be addressed to the Contractor’s first point of contact.
- 5.4 The Contractor’s first point of contact and the Contract Manager shall meet as often as either the Contractor or the Authority may require to review the Contractor’s performance of the Contract.

6. INVOICES AND PAYMENT

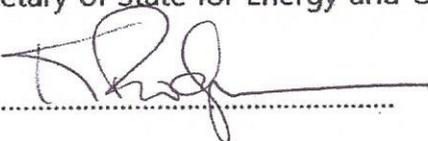
- 6.1 Subject to the Contractor providing the Services to the Authority in accordance with this Contract and submitting invoice/s to the Contract Manager in the manner reasonably required by the Contract Manager payment will be made by the Authority to the Contractor in accordance with clause 11 of the Standard Terms.

7. TRANSPARENCY

- 7.1 The Authority will publish the Contract and the Schedules hereto in their entirety on a designated government internet site. This publication is made in accordance with the government’s policy on the publication of contracts, which forms part of the government’s transparency agenda. Having considered the contract, and its contents, in light of the exemptions under the Freedom of Information Act 2000 (as referred to in Condition 40 of the Standard Terms), the Authority does not consider that any part of the Contract or the Schedules should be redacted. The Contract has therefore been offered to the Contractor on the basis of such publication taking place.

Signed by the parties' duly authorised representatives:-

For the Secretary of State for Energy and Climate Change

Signature: 

Print Name: KARL RODRIGUES

Job Title: DEPUTY HEAD UK CWC NATIONAL AUTHORITY

Date: 13/3/2015

For the Contractor

Signature: 

Print Name: SELWYN A. JONES

Job Title: Managing Director

Date: 12.03.2015

The following Schedules form part of this Contract:

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| Schedule 1 | The Authority's Specification |
| Schedule 2 | The Contractor's Proposal |
| Schedule 3 | the Authority's Standard Terms & Conditions of Contract for Services |
| Schedule 4 | The Correspondence |