

# Order Form

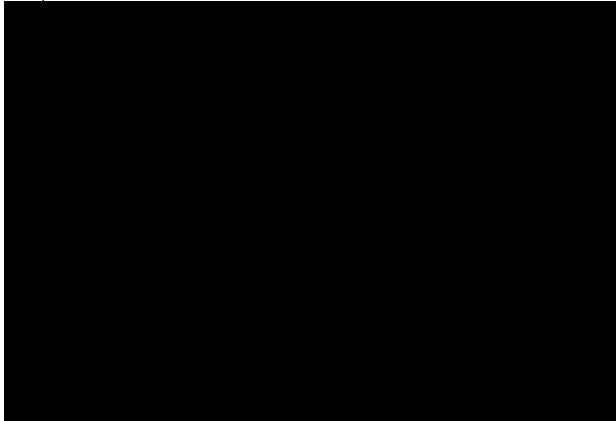
<b>1. Contract Reference</b>	34842 Thames Barriers Radio Telemetry System Upgrade
<b>2. Date</b>	24/08/2022
<b>3. Authority</b>	Environment Agency Thames Barrier Operational Area Eastmoor Street Charlton London SE7 8LX
<b>4. Supplier</b>	MMX Communications  Unit 100, Solar Park, Highlands Road Solihull B90 4SH  Registration number 07326283
<b>4a. Supplier Account Details</b>	<div></div> Unit 100, Solar Park, Highlands Road Solihull B90 4SH

<b>5. The Contract</b>	<p>The Supplier shall supply the Deliverables described below on the terms set out in this Order Form and the attached contract Conditions and any Annexes.</p> <p>Unless the context otherwise requires, capitalised expressions used in this Order Form have the same meanings as in Conditions.</p> <p>In the event of any inconsistency between the provisions of the Order Form, the Conditions and the Annexes, the inconsistency shall be resolved by giving precedence in the following order:</p> <ol style="list-style-type: none"> <li>1. Order Form, Annex 2 (<i>Specification</i>) and Annex 3 (<i>Charges</i>) with equal priority.</li> <li>2. Conditions and Annex 1 (<i>Authorised Processing Template</i>) with equal priority.</li> <li>3. Annexes 4 (<i>Tender Submission</i>).</li> </ol> <p><b>Please do not attach any Supplier terms and conditions to this Order Form as they will not be accepted by the Authority and may delay conclusion of the Contract.</b></p>	
<b>6. Deliverables</b>	<b>Goods</b>	<p>Supply and delivery of equipment to required sites.</p> <p>Delivered in accordance with the following instructions:</p> <p>Delivery Address:</p> <p>Environment Agency Thames Barrier Operational Area Eastmoor Street Charlton London SE7 8LX</p> <p>Date of Delivery: as agreed with Authority's project manager</p>

		<p>Packaging Instructions: please use recyclable packaging where possible, supplier is expected to dispose of any waste through the correct waste streams, WEEE (Waste Electrical and Electronic Equipment recycling) must comply.</p> <p>Additional Delivery Instructions: as instructed by Authority's project manager</p>
	<b>Services</b>	<p>Design of system</p> <p>Supply and delivery of equipment</p> <p>Installation of equipment</p> <p>Commission of system</p> <p>Training</p>
<b>7. Specification</b>	The specification of the Deliverables is as set out in Annex 2.	
<b>8. Term</b>	<p>The Term shall commence on</p> <p>01/09/2022</p> <p>and the Expiry Date shall be 31/01/2023, with no extension.</p>	
<b>9. Charges</b>	<div></div> <p>The Charges for the Deliverables shall be as set out in Annex 3 and Annex 4.</p>	

**10. Payment**

The Authority's preference is for all invoices to be sent electronically, quoting a valid Purchase Order Number (PO Number), to:



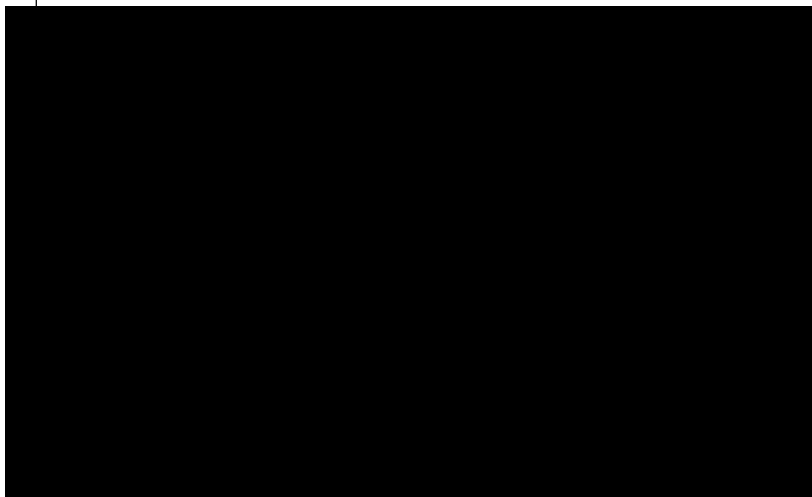
Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.

To avoid delay in payment it is important that the invoice is compliant with Annex 3 Non-compliant invoices will be sent back to you, which may lead to a delay in payment.


If you have a query regarding an outstanding payment please contact the Authority's Authorised Representative(s).

**11. Authority  
Authorised  
Representative(s)**

For general liaison your contact will continue to be



	<div></div>	
<b>12. Address for notices</b>	<b>Authority:</b>	<b>Supplier:</b>
	<div></div>	
<b>13. Key Personnel</b>	<b>Authority:</b>	<b>Supplier:</b>
	<div></div>	

	
<b>14. Procedures and Policies</b>	<p>All personnel who will be involved with the on-site physical works and who will have access to Thames Barrier data (such as drawings and specifications) will be required to obtain and maintain a suitable level of clearance. The baseline standard acceptable is SC (Security Check). The supplier is responsible for supporting the process, so the clearance can be shared.</p> <p>The Authority may require the Supplier to ensure that any person employed in the delivery of the Deliverables has undertaken a Disclosure and Barring Service check. 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 Authority, or is of a type otherwise advised by the Authority (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.</p>
<b>15. Limitation of Liabilities</b>	Set in Clause 12.1
<b>16. Insurance</b>	<p>The Supplier shall hold the following insurance cover from the 01/09/2022 – 31/01/2023 for the duration of the Contract in accordance with this Order Form.</p> <ul style="list-style-type: none"> <li>- Professional Indemnity insurance with cover (for a single event or multiple with an aggregate) of not less than £2 million;</li> <li>- Public Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £2 million;</li> <li>- Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £2 million;</li> <li>- Product Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £2 million.</li> </ul>
Signed for and on behalf of the <b>Supplier</b>	Signed for and on behalf of the <b>Authority</b>

<b>16. Insurance</b>	<p>The Supplier shall hold the following insurance cover from the 01/09/2022 – 31/01/2023 for the duration of the Contract in accordance with this Order Form.</p> <ul style="list-style-type: none"> <li>- Professional Indemnity insurance with cover (for a single event or multiple with an aggregate) of not less than £2 million;</li> <li>- Public Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £2 million;</li> <li>- Employers Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £2 million;</li> <li>- Product Liability insurance with cover (for a single event or multiple with an aggregate) of not less than £2 million.</li> </ul>
<p>Signed for and on behalf of the <b>Supplier</b>  MMX COMMUNICATIONS  SERVICES LTD</p>	<p>Signed for and on behalf of the <b>Authority</b>  Environment Agency</p>