

Royal Berkshire Fire Authority Standard Terms of Business

The following terms of business constitute the agreed arrangement for the supply of all goods and services issued with a Purchase Order unless separate contract terms have been agreed within a formal contract.

1. Receipt of Orders

1.1 No goods or services are to be supplied unless an official electronic order (Official Order) has been supplied by RBFA, known as the Authority.

1.2 The Authority shall place all orders electronically. This will usually be by email.

2. These Conditions

2.1 Subject to clause 2.3 below these conditions (the Conditions”) and the Official Order shall override any conditions or terms stipulated or referred to by the Supplier unless a formal contract is in place following a competitive process whereby the Supplier has provided a tender or quote based on a set of enhanced contract terms provided by the Authority.

2.2 The acceptance of an Official Order and/or delivery of goods/provision of services is deemed to be acceptance of the Conditions.

2.3 For the avoidance of doubt where the Authority enters into a formal written contract with the supplier for the supply of goods and or services, and where there is a conflict between the terms of that formal written contract and the Conditions, the terms of the formal written contract shall apply.

3. Prices

All prices given are for goods/services delivered to the designated delivery point stated on the Order and are fully inclusive of all charges and must express all taxes and charges separately.

4. Deliveries

4.1 Delivery notes must be forwarded with every delivery against every Official Order. Every delivery note must quote the Authority’s purchase order number (“Official Order Number”) and must provide the full contact name, e mail address, postal address and telephone number of the Supplier.

4.2 Delivery of goods must be to the delivery point specified in the Official Order and shall be the responsibility of the Supplier. Where assistance of any kind is required by the Supplier in offloading materials, this must be notified in writing to the Authority in advance.

4.3 Deliveries will only accepted Monday to Friday between 8 am and 4.30pm except Bank Holidays. Deliveries on any other day or time can only be by prior agreement.

5. Acceptance of goods/services

5.1 An authorised officer of the Authority will be required to sign for a given number of packages delivered at a specific time. Such a signature cannot be taken to mean acceptance of the quality or quantity of the goods beyond the receipt of the designated number of boxes, even where the delivery note provided to the Authority states that a signature signifies that goods have been received in a specific condition.

5.2 Inferior or defective goods or goods in excess of Order will be rejected by the Authority. Goods not accepted for any reason remain the property of the Supplier at all times. A note of rejection with reasons will be sent to the Supplier requesting that the rejected goods be removed. Where no action is taken by the Supplier within five working days, a reminder notice will be forwarded giving notice of a final date by which the goods must be removed. Following that date, the Authority reserves the right to dispose of the goods as they see fit.

6. Quality

6.1 Where this purchase order includes or is for the supply of services or work, the Supplier will provide the same only by appropriately skilled and qualified persons acting with due skill and care to complete the service or work with due diligence and in a good and workmanlike and professional manner. The persons whilst on site must behave with courtesy and good manners at all times.

7. Payment

7.1 No payment shall be made by the Authority unless the Supplier is in receipt of an Official Order.

7.2 The Official Order Number must be quoted on your invoice. If the order reference is not quoted this may result in a delay in making your payment or in your invoice being returned to you.

7.3 In the event that there is any appreciable delay in completing the order, separate invoices must be rendered for each delivery. The Official Order number must be correctly quoted on all invoices.

The Authority is registered for VAT (VAT reg. no. 642 4620 56) and tax invoices are required from all VAT registered suppliers.

7.4 Payment will be made by BACS (transfers between bank accounts). Remittance advice will be by email.

7.5 The Authority reserves the right to set off from the payment in respect of this order any sums due from the supplier under this or any other contract or agreement between the supplier and the Authority.

7.6 Payment is normally made by the Authority via BACs within 30 days of receipt of a valid undisputed VAT invoice from the Supplier and any subcontract between the Supplier and its subcontractors must include a similar provision. A shorter payment period of 10 days from receipt of a valid undisputed VAT invoice may be applied to

suppliers who advise the Authority that they are a small or medium sized enterprise, i.e. less than 250 staff.

7.7 The Supplier must ensure that it has received a valid Order form or Purchase Order Number prior to commencing any manufacture or supply of the Goods or delivery of Services. The Authority shall have no obligation to make any payment unless the Purchase Order Number is stated on the Supplier's invoice.

8. Insurance

8.1 The Supplier shall indemnify the Authority against all claims or demands whatsoever arising from or incidental to the carrying out of any works, the supply of materials and/or the provision of services that are the subject of this order. The Supplier or Supplier agrees to indemnify upon acceptance of this order.

8.2 The minimum levels of insurance cover as required are set out below.

8.2.1 Employers Liability: £5,000,000

8.2.2 Public Liability: £5,000,000

8.2.3 Professional Indemnity: (£s to be agreed if needed)

9. Health & Safety

9.1 Suppliers are reminded that they must comply with all appropriate requirements of the health and safety legislation. In addition to complying with all relevant legislation, the Supplier must, whilst on the Authority's premises or carrying out work for and on behalf of the Authority, comply with the Authority's health, safety and welfare policy and the relevant codes of practice and procedures made under it. The policy and codes/procedures are available for inspection from an authorised officer of the Authority. However, the Supplier will be deemed to be aware of them when they start the work irrespective of whether they have inspected the same.

10. Bankruptcy

10.1 In the event of the Supplier being unable to complete the Order through bankruptcy, liquidation or receivership, then the contract created by the Order shall automatically determine that the Authority shall be treated by the Supplier as a preferential creditor.

11. Bribery

11.1 The Supplier

11.1.1 shall not in connection with this Agreement commit a Prohibited Act.

11.1.2 warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the Authority, or that an agreement has been reached to that effect, in connection with the execution of this Agreement, excluding any arrangement of which full details have been disclosed in writing to the Authority before execution of this Agreement

11.1.3 shall, if requested, provide the Authority with any reasonable assistance, at the Authority's reasonable cost, to enable the Authority to perform any activity required by any relevant government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act

11.1.4 shall have an anti-bribery policy (which shall be disclosed to the Authority) to prevent any Supplier Personnel or Associated Persons from committing a Prohibited Act and shall enforce it where appropriate

11.1.5 is performing its obligations under this Agreement, it shall not do, any act or thing that contravenes the Bribery Act 2010 or any other applicable anti-bribery or anti-money laundering laws and/or regulations and it has maintained and monitored, and will maintain and monitor, policies and procedures designed to ensure, and which are reasonably expected to continue to ensure, continued compliance with the Bribery Act 2010 and related applicable Laws

11.2 If any breach of this clause is suspected or known, the Supplier must notify the Authority immediately.

11.3 If the Supplier notifies the Authority that it suspects or knows that there may be a breach of this clause the Supplier must respond promptly to the Authority's enquiries, co-operate with any investigation, and allow the Authority to audit books, records and any other relevant documentation.

11.4 The Authority may terminate this Agreement by written notice with immediate effect if the Supplier or any Supplier personnel (in all cases whether or not acting with the Supplier's knowledge) breaches this clause

11.5 Any notice of termination under clause 11.4 above must specify:

11.5.1 the nature of the Prohibited Act

11.5.2 the identity of the party whom the Authority believes has committed the Prohibited Act; and

11.5.3 the date on which this Agreement will terminate.

11.6 Any dispute relating to

11.6.1 the interpretation of this clause; or

11.6.2 the amount or value of any gift, consideration or commission, shall be determined by the Authority and its decision shall be final and conclusive

11.6.3 any termination under this clause will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Authority

12. Confidentiality and Data Protection

12.1 Both Parties shall treat any information it may have obtained or received in relation to or arising out of or in connection with this Agreement or its negotiation or relating to the business or affairs of the other as private and confidential and neither

Party shall publish or disclose the same or any particulars thereof without the prior written consent of as required by operation of English law.

12.2. The Authority shall use all reasonable endeavours to ensure that any government department, Contracting Authority, Employee, third party or sub-Supplier to whom the confidential information is disclosed pursuant to this clause is made aware of the Authority's obligations of confidentiality and undertakes that they will take all reasonable steps to ensure compliance by such persons with the obligations as to confidentiality expressed in this clause.

12.3 Both Parties shall ensure that they, their Employees, agents and all Supplier Staff shall, comply with any notification requirements under the UK GDPR and both Parties shall duly observe all of their obligations under the UK GDPR which arise in connection with this Agreement. any amendments or revisions thereto in the retention provision and use of any data to be exchanged, provided or licensed under this Agreement and shall comply with any request made or direction given to the other which is directly due to the requirements of the Act.

12.4 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Authority is the Controller and the Supplier is the Processor and data must be held in the United Kingdom (UK)

12.5 Any Personal Data of Data Subjects shall be retained by the Provider only for as long as is necessary for the performance of the Services and/or in compliance with the management information retention provisions (if applicable) set out in this Agreement. All Personal Data shall be either destroyed or returned to the Authority on termination of the Services.

13. Freedom of Information

13.1 The Supplier acknowledges that the Authority is subject to the requirements of the Code of Practice on Government Information, Freedom of Information Act 2004("FOIA") and the Environmental Information Regulations 2004 (EIR) and shall assist and cooperate with the Authority to enable the Authority to comply with its information disclosure obligations.

13.2 Suppliers shall forward any FOI or EIR requests to the Authority within 2 days of receiving the request. Any data or information belonging to, or associate with the supply of goods or services to the Authority must be provided to the Authority within 5 working days unless otherwise agreed with the Authority in advance. Suppliers are required to take all reasonable steps to assist the Authority in responding to any FOI or EIR requests within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.

13.3 The Authority shall be responsible for determining in its absolute discretion whether any Information is exempt from disclosure in accordance with the provisions of the Code of Practice on Government Information, FOIA or the Environmental Information Regulations

13.4 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by the Authority

13.5 The Supplier acknowledges that the Authority may, acting in accordance with the Freedom of Information Act 2004, be obliged to disclose Information without consulting or obtaining consent from the Supplier.

13.6 The Supplier shall ensure that all Information is retained for disclosure and shall permit the Authority to inspect such records as requested on reasonable written notice from time to time solely in order to enable the Authority to comply with their information disclosure obligations.

13.7 The Supplier shall as soon as reasonably practicable notify the Authority in writing if it becomes aware of any breach and/ or has reason to believe that it has:

13.8 Been subject to an investigation or prosecution which relates to an alleged offence under the Bribery Act 2010;

14. Health and safety

14.1 The Supplier shall comply with all relevant health, welfare and safety legislation, regulations and Codes of Practice (including the Authority's Safety Policy) and shall at all times ensure that any safety requirements requested by the Authority are fully complied with and adhered to.

14.2 The Supplier shall take all necessary steps to ensure that their employees or staff are aware of any relevant health and safety issues whilst working at the Authority's premises and that they notify the Authority of any health and safety risks of which they become aware

14.3 The supplier notify the Authority immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Authority's premises where that incident causes any personal injury or damage to property which could give rise to personal injury;

15. Equality and Diversity

15.1 The Supplier shall at all times comply with all equal opportunities legislation and shall not discriminate against any person unlawfully.

15.2 The supplier shall abide by all United Kingdom legislation and codes of practice relating to the Equality Act 2010 or such re-enactment as shall be in force for the time being;

15.3 The Supplier shall co-operate with any investigation or proceedings concerning alleged contravention of any anti-discrimination legislation in performing the contract and shall impose the same obligations on any sub-Supplier

15.4 The Supplier shall ensure that it complies at all times with all relevant Equal Opportunities Legislation. In particular the Supplier shall comply in full with the requirements of the Equality Act 2010 and all amending or succeeding legislation or regulation.

15.5 The Supplier shall use all reasonable endeavours to support the Authority comply with its duties under The Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018 (<https://www.rbfrs.co.uk/accessibility/>).

16. Safeguarding Children, Young People and Vulnerable Adults

16.1 The Supplier acknowledges that the Authority has legal responsibilities regarding the safeguarding of children, young people and vulnerable adults under current legislation (including the Safeguarding of Vulnerable Groups Act 2006 ('SVGA')) and is also required to comply with various codes of practice and other guidelines (together the 'Safeguarding Obligation') and agrees to provide all assistance reasonably required by the Authority to enable the Authority to comply with the Safeguarding Obligation. Comply with all the Authorities Safeguarding Procedures.

17. Third Party Rights

Nothing in this Contract shall confer, nor is it intended to confer, any enforceable right on any third party under the Contracts (Rights of Third Parties) Act 1999 except as otherwise expressly so stated.

18. Intellectual Property and Third Party Claims

18.1 The Supplier shall own and retain ownership of all intellectual property rights in any originally created work subject to the granting of a licence to the Authority as detailed below.

18.2 The Supplier shall automatically grant to the Authority, a perpetual, royalty free, unrestricted and non-exclusive licence to use all material, howsoever, created and developed during the provision of the Works, for such purpose and howsoever they desire.

18.3 The Supplier shall indemnify and hold the Authority harmless for any and all losses arising from any claims alleging infringement of intellectual property rights in any material provided by the Supplier that any third party may bring against the Authority.

18.4 The rights and obligations arising from this clause 20 shall survive the termination of this Agreement.

19 Force Majeure

19.1 If either Party considers that any circumstances of Force Majeure have occurred which may affect materially the performance of its obligations under this Agreement then it shall notify the other in writing to that effect giving full details of the circumstances giving rise to the Force Majeure event.

19.2 Neither Party shall be considered to be in default of its obligations to the extent that it can establish that the performance of such obligations is prevented by any

circumstances of Force Majeure which arise after the date of this Agreement and which were not foreseeable at the date of this Agreement.

19.3 If the performance of the obligations of either party is so prevented by the event of Force Majeure and shall continue to be so prevented for a period less than 30 days then during that period this Agreement shall be considered as suspended. Upon the ending of the Force Majeure event the contractual obligations of the parties shall be reinstated together with such reasonable modifications to take account of the effects of the Force Majeure event as may be agreed between the parties or in default of agreement as may be determined in accordance with the usual terms this Agreement.

19.4 If the performance of the obligations of either Party is so prevented by an event of Force Majeure and shall be so prevented for a period in excess of 30 days then this Agreement may be terminated by either Party by written notice and neither Party shall be liable to the other as a result of such termination.

20. Notices

20.1 Any notice which either Party is required to give to the other shall be given in or confirmed by writing and shall be sufficiently served if sent to the other Party's representative at its address specified in this Agreement either by (a) hand, (b) first class post or recorded delivery or, (c) facsimile, confirmed by registered, first class post or recorded delivery within 24 hours of transmission.

20.2 The representative for each Party shall be;

For the Authority:

For the Supplier:

Or any other person so notified to the other Party

21. Waiver

Any failure by either Party to insist at any time upon the performance of any of the terms, provisions or undertakings under this Agreement or to exercise any of its rights under this

Agreement shall not constitute or be construed as a waiver or relinquishment of that Party's rights to require the future performance of any such term provision or undertaking but the obligations of the other Party with regard to the same shall continue in full force and effect.

22. Law and Jurisdiction

This Agreement shall be construed and governed in all respects by English Law and the Parties hereby submit to the exclusive Jurisdiction of England and Wales for the settlement of any and all disputes relating to this Agreement howsoever arising.