



**OPCC FOR THE THAMES VALLEY STANDARD TERMS AND
CONDITIONS FOR THE SUPPLY OF GOODS AND OR SERVICES**

[Contract No].	[CONTRACT NUMBER]	
Authority:	The Police and Crime Commissioner for the Thames Valley, Oxford Road, Kidlington, Oxfordshire, OX5 2NX	
Authority Representative:	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER]	
Supplier:	[COMPANY NAME] LIMITED (No. [NUMBER]) [ADDRESS]	
Supplier's representative:	Name: [NAME] Title: [TITLE] Email: [EMAIL] Telephone: [NUMBER]	
Commencement Date:	[INSERT]	
Termination Date	[INSERT]	
Services:	[INSERT]	
Goods:	[INSERT]	
Delivery Location:	[INSERT]	
Charges:	[INSERT]	
Data Processing	Subject-matter:	<i>[e.g. The Supplier's supply of services]</i>
	Nature and Purpose:	<i>[e.g. The Provider will collect/record/store/analyse/alter/transfer/consult the data in order to provide the services.]</i>
	Duration:	<i>[e.g. The duration of the provision of the services until deleted or returned as instructed by the Customer]</i>
	Types of Personal Data:	<i>[Insert Description]</i>
	Categories of Data Subject:	<i>[Insert Description]</i>
	Sub-Processors:	<i>[Provider to insert list of processors]</i>

This Contract is made up of the Contract Details and the Conditions. If there is any conflict or ambiguity between the Contract Details and the Conditions then the Contract Details shall take priority.

IN WITNESS of which this Contract has been duly executed by the parties.

SIGNED for and on behalf of The Police & Crime Commissioner for the Thames Valley Signature..... Name..... Position..... Date.....	SIGNED for and on behalf of [the Supplier] Signature..... Name..... Position..... Date.....
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OPCC for the Thames Valley - Terms and Conditions of Purchase of Goods and Services

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

1 INTERPRETATION

- 1.1 The terms “**Authority**”, “**Commencement Date**”, “**Delivery Location**”, “**Supplier**”, “**Termination Date**” have the meanings set out in the Contract Details.
- 1.2 The following definitions and rules of interpretation apply in these Conditions.

"Authority Materials"	all materials, equipment and tools, drawings, specifications and data supplied by the Authority to the Supplier
"Business Day"	a day other than a Saturday, Sunday or public holiday in England.
"Conditions"	these terms and conditions as amended from time to time in accordance with clause 20.
"Contract"	the contract between the Authority and the Supplier for the sale and purchase of the Goods and/or Services in accordance with the Contract Details, and these Conditions.
"Contract Details"	the contract details attached to these Conditions.
"Deliverables"	all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
"Goods"	the goods (or any part of them) identified in the Purchase Order to be purchased by the Authority from the Supplier, and including any labels, instructions or handbooks relating to such goods
"Goods Specification"	any specification for the Goods, including any related plans and drawings, that is agreed in writing by the Authority and the Supplier.
"IPRs"	patents, rights to inventions, copyright and related rights, moral rights, trade marks and service marks, business names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
"Order"	the Authority's order for the supply of Goods and/or Services, as set out in the Authority's purchase order form ("Purchase Order").
"Services"	the services, including any Deliverables identified in the Purchase Order to be purchased by the Authority from the Supplier, including where relevant any instructions or handbooks relating to such services.
"Service Specification"	the description or specification for Services agreed in writing by the Authority and the Supplier.

2 COMMENCEMENT AND DURATION

- 1.3 This Contract shall commence on the Commencement Date and shall continue, unless terminated earlier in accordance with its terms, until the Termination Date, when it shall terminate automatically without notice.
- 1.4 The Authority may submit an Order at any time for the Goods and/or Services. An Order constitutes an offer by the Authority to purchase Goods and/or Services from the Supplier in accordance with these Conditions.
- 1.5 The Order shall be deemed to be accepted on the earlier of (a) the Supplier issuing written acceptance of the Order; or (b) any act by the Supplier consistent with fulfilling the Order, at which point the Order shall be subject to these Conditions.
- 1.6 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

3 SUPPLY OF GOODS

- 1.7 The Supplier shall ensure that the Goods shall:
- 1.7.1 correspond with their description and any applicable Goods Specification;
 - 1.7.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Authority, expressly or by implication;
 - 1.7.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and
 - 1.7.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.
- 1.8 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
- 1.9 The Authority may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods in accordance with this Contract despite any inspection or testing.
- 1.10 If the Authority, following inspection or testing, considers that the Goods do not comply with clause 3.1, the Authority shall inform the Supplier who shall immediately take such remedial action as is necessary to ensure compliance. The Authority may conduct further inspections and tests after the Supplier has carried out its remedial actions.

4 DELIVERY OF GOODS

- 1.11 The Supplier shall ensure that:
- 1.11.1 the Goods are properly packed and secured as to enable them to reach their destination in good condition;
 - 1.11.2 each delivery of the Goods includes a delivery note showing the Order date, the Order number (if any), the type and quantity of the Goods, special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
 - 1.11.3 the delivery note states any requirement for the Authority to return packaging material to the Supplier. Packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 1.12 The Supplier shall deliver the Goods:
- 1.12.1 on the date specified in the Order or, if no such date is specified, then within 28 days of the Order date; and
 - 1.12.2 to the Delivery Location during such hours as instructed by the Authority.
- 1.13 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 1.14 The Supplier shall not deliver the Goods in instalments without the Authority's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Authority to the remedies set out in clause 6.1.
- 1.15 Title and risk in the Goods shall pass to the Authority on completion of delivery.

5 SUPPLY OF SERVICES

- 1.16 The Supplier shall meet any performance dates for the Services specified in the Order or that the Authority notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 1.17 In providing the Services, the Supplier shall:
- 1.17.1 co-operate with the Authority in all matters and comply with all instructions of the Authority;
 - 1.17.2 perform the Services in accordance with the Service Specification and with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 1.17.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
 - 1.17.4 ensure that the Services will conform with the Service Specification, and that the Deliverables shall be fit for any purpose that the Authority expressly or impliedly makes known to the Supplier;
 - 1.17.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;

- 1.17.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Authority, will be free from defects in workmanship, installation and design;
- 1.17.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- 1.17.8 observe all health and safety rules and regulations relevant to the Services;
- 1.17.9 hold all Authority Materials in safe custody at its own risk, maintain such in good condition until returned to the Authority, and not dispose of or use such other than in accordance with the Authority's written instructions or authorisation.

6 AUTHORITY REMEDIES

- 1.18 If the Supplier fails to deliver the Goods or perform the Services by the applicable date (or both), the Authority shall, without impacting other rights or remedies available to it, have any one or more of the following rights and remedies:
 - 1.18.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 1.18.2 to refuse to accept any subsequent Services and/or delivery of the Goods which the Supplier attempts to make;
 - 1.18.3 to recover from the Supplier any costs incurred in obtaining substitute goods and/or services from a third party;
 - 1.18.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
 - 1.18.5 to claim damages for any additional costs, loss or expenses incurred by the Authority which are in any way attributable to the Supplier's failure to meet such dates.
- 1.19 If the Supplier has delivered Goods or performed Services that do not comply with the undertakings set out in these Conditions then, without limiting or affecting other rights or remedies available to it, the Authority shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:
 - 1.19.1 to terminate the Contract with immediate effect by giving written notice to the Supplier;
 - 1.19.2 in relation to Goods, to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense; or
 - 1.19.3 in relation to Services, return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - 1.19.4 in relation to Goods, to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
 - 1.19.5 in relation to Services, to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid));
 - 1.19.6 in relation to Goods, to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 1.19.7 to recover from the Supplier any expenditure incurred by the Authority in obtaining substitute goods or services including deliverables) from a third party; and
 - 1.19.8 to claim damages for any additional costs, loss or expenses incurred by the Authority arising from the Supplier's failure comply with these Conditions.
- 1.20 These Conditions extend to any substituted or remedial services and/or repaired or replacement goods supplied.
- 1.21 The Authority's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

7 CHARGES AND PAYMENT

- 1.22 The price for the Goods shall be (a) the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and (b) inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Authority.
- 1.23 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Authority, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 1.24 In respect of the Goods, the Supplier shall invoice the Authority on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Authority on completion of the Services. Each invoice shall include such supporting information required by the Authority to verify the accuracy of the invoice, including the relevant purchase order number.
- 1.25 The Authority shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier.

- 1.26 All amounts payable by the Authority under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). If VAT is chargeable, the Authority shall on receipt of a valid VAT invoice pay such additional amounts in respect of VAT as are chargeable on the supply.
- 1.27 If a party fails to make payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment, whether before or after judgment. Interest will accrue each date at 2% a year above the Bank of England's base rate from time to time. If payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the date the dispute is resolved until payment.
- 1.28 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services. The Supplier shall allow the Authority to inspect such records at all times on request.
- 1.29 The Authority may at any time, without notice to the Supplier, set off any liability of the Supplier to the Authority against any liability of the Authority to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.

8 INTELLECTUAL PROPERTY RIGHTS

- 1.30 Subject to clause 8.3, all IPRs in or arising out of or in connection with the Services (other than IPRs in any Authority Materials) shall be owned by the Supplier.
- 1.31 Subject to clause 8.3, the Supplier grants to the Authority, or shall procure the direct grant to the Authority of, a fully paid-up, worldwide, non-exclusive, royalty-free perpetual and irrevocable licence to copy and modify the Deliverables (excluding Authority Materials) for the purpose of receiving and using the Services and the Deliverables. The Authority is entitled to sub-license the rights granted by this clause 8.2.
- 1.32 Where Goods and/or Services are made to the Authority's specification, model, or plans, the IPRs in such, in so far as they relate to the specification, model, or plans, and any improvements or developments thereof shall be the Authority's absolute property, and the Supplier hereby assigns all such IPRs to the Authority and undertakes to enter into such documentation as required by the Authority to confirm such assignment.
- 1.33 The Authority grants the Supplier a fully paid-up, non-exclusive, royalty-free non-transferable licence to copy any materials provided by the Authority to the Supplier for the term of the Contract for the purpose of providing the Services. The Supplier acknowledges that all rights in the Authority Materials are and shall remain the exclusive property of the Authority.

9 INDEMNITY AND INSURANCE

- 1.34 The Supplier shall indemnify the Authority against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses) suffered or incurred by the Authority arising out of or in connection with:
 - 1.34.1 any breach of the Contract;
 - 1.34.2 any claim made against the Authority for actual or alleged infringement of a third party's IPR arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services;
 - 1.34.3 any claim made against the Authority by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and
 - 1.34.4 any claim made against the Authority by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services.
- 1.35 During the term of the Contract and for a period of six (6) years thereafter, the Supplier shall maintain in force, with a reputable insurance company (a) employers' liability insurance, product liability insurance and public liability insurance of £5m per event and (b) professional indemnity insurance of at least £1m per event.
- 1.36 This clause 9 shall survive termination of the Contract.

10 CONFIDENTIALITY

- 1.37 Each party undertakes that it shall not at any time disclose to any third party any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 10.2.
- 1.38 Each party may disclose the other party's confidential information:
 - 1.38.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 10; and
 - 1.38.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

- 1.39 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

11 COMPLIANCE WITH RELEVANT LAWS AND POLICIES

In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force; and comply with any of the Authority's policies as notified from time to time.

12 DATA PROTECTION

The parties will comply with the data processing provisions as set out in the [\[HYPERLINK TO DATA TERMS\]](#)

13 TERMINATION

- 1.40 Without affecting any other right or remedy available to it, the Authority may terminate the Contract:

1.40.1 with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of clause 11.

1.40.2 for convenience by giving the Supplier a minimum of 7 days' written notice.

- 1.41 Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if the other party

1.41.1 commits a material breach of any term of the Contract which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so;

1.41.2 takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors, obtaining a moratorium, being wound up (whether voluntarily or by order of the court), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;

1.41.3 suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or

1.41.4 suffers a deterioration in their financial position so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.

14 CONSEQUENCES OF TERMINATION

- 1.42 On termination of the Contract, the Supplier shall immediately deliver to the Authority all Deliverables whether or not then complete, and return all Authority Materials. If the Supplier fails to do so, then the Authority may enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract.

- 1.43 Termination or expiry of the Contract shall not affect rights and remedies that have accrued as at termination or expiry.

- 1.44 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

15 EQUALITY AND DIVERSITY

The Supplier shall comply with all equality laws and not unlawfully discriminate against any person or third-party.

16 TRANSPARENCY

The Supplier acknowledges and agrees that the Authority is subject to transparency legislation and the Authority may publish the contents of the Contract (including tendering information) and information regarding the amounts paid to the Supplier.

17 RESPONSIBLE PROCUREMENT

- 1.45 The Supplier shall pay all its personnel at least the London Living Wage (where based in London) and the Real Living Wage (where based outside London).

- 1.46 The Supplier shall comply with all anti-bribery laws and modern slavery laws, along with any social value or responsible procurement policies as notified by the Authority from time to time.

18 ASSIGNMENT AND SUBCONTRACTING

The Supplier shall not assign, transfer, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Authority. The Supplier shall be

responsible for all Goods and/or Services supplied by sub-contractors as if such Goods and/or Services had been supplied by the Supplier.

19 ENTIRE AGREEMENT

The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.

20 VARIATION

Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.

21 WAIVER

A waiver of any right or remedy is only valid if given in writing and is not a waiver of any subsequent right or remedy. A delay or failure to exercise a right or remedy shall not waive that or any other right or remedy, nor prevent or restrict the further exercise of that or any other right or remedy.

22 SEVERANCE

If any provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deleted, but that shall not affect the validity and enforceability of the rest of the Contract. In such circumstances, the parties shall negotiate in good faith to agree a replacement provision that, as far as possible, achieves the intended commercial aim of the original provision.

23 NOTICES

- 1.47 Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by pre-paid first-class post or email to the relevant address specified in the Contract Details.
- 1.48 Any notice shall be deemed to have been received if sent by (a) pre-paid first-class post, at 9.00 am on the second Business Day after posting; or (b) email, at the time of transmission, or, if this time falls outside the period 9am to 5pm on a Business Day then at 9am on the next Business Day.

24 THIRD PARTY RIGHTS

No third party shall have any rights to enforce any term of the Contract.

25 GOVERNING LAW

The Contract shall be governed and construed according to English law and the parties hereby submit to the exclusive jurisdiction of the English courts.

Document Ref	Status	Author	Approver	Date
Ts&Cs CC Under £50k	Live	Des Dockerill	R Fowles	25/10/2018
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