

# Buckinghamshire & Milton Keynes 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 Buckinghamshire & Milton Keynes Fire Authority (BMKFA), 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 A valid official Order Number must be quoted on your invoice. If the order number is not quoted the Authority hold the right to return the invoice, which may result in a delay in making your payment.

7.3 Invoices must quote a single valid official Order Number per invoice. If multiple Order Numbers are quoted the Authority will return the invoice, which may result in a delay in making your payment.

7.4 The valid 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.

7.5 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. 824 1558 36) and tax invoices are required from all VAT registered suppliers.

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

7.7 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.

7.8 Standard payment terms are for payment on 30 days from receipt of invoice. A shorter payment period of 10 days from receipt of invoice may be considered in specific circumstances, such as, suppliers qualifying as a small or medium sized enterprise, i.e. less than 250 staff.

## **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.

- 8.3.1 Employers Liability: £5,000,000
- 8.3.2 Public Liability: £5,000,000
- 8.3.3 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

11.2 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 12.4 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. Data Protection and GDPR**

12.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Training Provider is the Processor. The only processing that the Supplier is authorised to do is manage the list of course attendees before and during the training course.

- 12.2 The Supplier shall notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation
- 12.3 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any processing. Such assistance may at the discretion of the Customer include:
- (a) a systematic description of the envisaged processing operations and the purpose of the processing;
  - (b) an assessment of the necessity and proportionality of the processing operations in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects;
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 12.4 The Supplier shall, in relation to any Personal Data processed in connection with its obligations under this Agreement process that Personal Data only in accordance with this document, unless the Training Provider is required to do otherwise by Law.
- 12.5 The Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law.
- 12.6 The Supplier's Personnel shall not process Personal Data except in accordance with this Agreement and shall ensure that all personnel who have access to the Personal Data and ensure that they:
- (a) are aware of and comply with the Training Provider's duties under this clause;
  - (b) are subject to appropriate confidentiality undertakings with the Training Provider or any Sub-processor;
  - (c) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third Party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and have undergone adequate training
- 12.7 The Supplier shall not transfer Personal Data outside of the EU unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Customer;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavors to assist the Customer in meeting its obligations); and

(iv) the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;

- 12.6 At the written direction of the Customer, delete or return Personal Data (and any copies of it) to the Customer on termination of the Agreement unless the Training Provider is required by Law to retain the Personal Data.
- 12.7 The Supplier shall notify the Customer immediately if it receives a Data Subject Access Request (or purported Data Subject Access Request);
- (a) receives a request to rectify, block or erase any Personal Data; receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (b) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data processed under this Agreement and or receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or becomes aware of a Data Loss Event.
- 12.8 The Supplier's obligation to notify under clause shall include the provision of further information to the Customer in phases, as details become available.
- 12.9 Taking into account the nature of the processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request insofar as possible within the timescales reasonably required by the Customer.
- 12.10 The Customer is to be provided with full details and copies of the complaint, communication or request and such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation.
- 12.11 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause.

### **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 2000 ("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 2000, 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.

## **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

## **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 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

## **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.

## **17.0 Modern Slavery**

17.1 The Supplier warrants that:

neither the Supplier nor any of its officers, employees, agents or sub Suppliers has:

- (i) committed an offence under the Modern Slavery Act 2015;
- (ii) been notified that it is subject to an investigation relating to an alleged Offence or prosecution under the Modern Slavery Act 2015;
- (iii) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015

17.2 It shall comply with the Modern Slavery Act 2015 and the Modern Slavery Policy of each Authority

17.3 It shall notify the Authority immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or sub Suppliers have, breached or potentially breached any of Supplier's obligations under this Clause Such notice to set out full details of the circumstances concerning the breach or potential breach of Supplier's obligations.

### **18.0 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.

### **19.0 Intellectual Property and Third Party Claims**

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

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

19.3 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.

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

### **20 Force Majeure**

20.1 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.

20.2 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.

20.3 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.

20.4 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.

## **21 Notices**

21.2 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 confirmed by registered, first class post or recorded delivery within 24 hours of transmission.

21.3 The representative for each Party shall be;  
For the Authority:  
For the Supplier:  
Or any other person so notified to the other Party

## **22 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.

## **23 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.