



STANDARD CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS AND SERVICES

1. Incorporation

- 1.1 These Clauses shall be incorporated in any Contract (or order) made by the PCC for the purchase of goods and services unless they are specifically excluded and shall apply to the extent that they are not inconsistent with any Special Clause of Contract.

2. Definitions and Interpretations

- 2.1 In these Clauses unless the context otherwise requires:

'Authorised Officer(s)' shall mean any person authorised by the PCC to act on its behalf for the purposes of the Contract or any order.

'Clauses' means these terms and clauses and any special terms and conditions agreed in writing between the PCC and the Contractor;

'Contract' means any contract between the PCC and the Contractor for the purchase of Goods and/or Services comprising the Clauses and the Order;

'The Chief Constable' shall mean the chief constable for the time being of the Cheshire Constabulary, or any successor to the Cheshire Constabulary;

'Contractor' means the person, firm or company to whom the Order is addressed;

'Contract Price' means the price exclusive of Value Added Tax payable to the Contractor by the PCC under this Contract.

'Goods' means the goods (including any part or parts of them) which the Contractor is to provide to the PCC pursuant to the order and in accordance with these Clauses;

'Goods legislation' means any applicable statute, statutory rule, order, directive, regulation or other instrument having force of law (including any directive or order promulgated by any competent supra-national body), all British and European standards, UKAS (United Kingdom Accreditation Service) and all other legislation for the time being in force;

'Intellectual Property Rights' means any patent, copyright, database right, moral right, design right, registered design, trade mark, service mark, domain name, know-how, utility model, unregistered design or, where relevant, any application for any such right, or other industrial or intellectual property right subsisting anywhere in the world;

'Operating environment' means premises or vehicle to which the item will be delivered and in which it will be used.

'Order' means any purchase order on the PCC's standard form from the PCC to the Contractor for the supply of Goods or Services.

'the PCC' shall mean the Police and Crime Commissioner for Cheshire and any successor body.

'Premises' means the address of the PCC as set out in the Order.

'Product' means the product specified in the Order.

'Services' means the services which the Contractor is to provide to the PCC pursuant to the Order in accordance with these Clauses;

'Specification' means the PCC's specification or stipulations for the goods and/or services notified in writing to the Contractor;

2.2 The headings to clauses are inserted for convenience only and shall not affect the interpretation or construction of these Clauses.

2.3 Words importing the singular shall include the plural and vice versa. Words importing a gender include every gender and references to persons include an individual, company, corporation, firm or partnership.

2.4 The words and phrases "other", "including" and "in particular" shall not limit the generality of any preceding words or be construed as being limited to the same class as any preceding words where a wider construction is possible.

3. Headings

The headings to the clauses shall not affect their interpretation.

4. Basis of Contract

4.1 The Contract will be subject to these Clauses to the exclusion of all other terms and conditions (including any terms or conditions which the Contractor purports to apply under any quotation, order acknowledgement or any other document issued by the Contractor).

4.2 The Order is an offer made by the PCC to the Contractor and the Contract shall come into effect upon acceptance of the Order by the Contractor. Unless previously withdrawn by the PCC, Orders shall be deemed accepted if not rejected by the Contractor by notice in writing within fourteen (14) days of the date of the Order. The Order number must be quoted on all correspondence, and any invoice(s) relating to such Order.

4.3 No Order shall be capable of acceptance by the Contractor unless it is in the format of the PCC's official order form delivered either electronically or in writing.

5. Delivery

- 5.1 Time shall be of the essence of the Contract.
- 5.2 A detailed delivery note/goods received note/advice note quoting the Order number shall accompany the goods.

6. Supply of Goods and/or Services

- 6.1 The Contractor shall supply to the PCC, or to whom the PCC may direct, and shall deliver at the place specified, all or any of the goods or services named in the official order
- 6.2 The PCC shall, at the request of the Contractor, grant such access to its premises as may be reasonable for this purpose, subject to compliance with the terms of Clause 21.
- 6.3 The PCC reserves the right by notice to the Contractor to modify the quality or quantity of the Goods or Services. Any alteration to the Contract Price or completion date arising by reason of such modification shall be agreed between the parties. Failing agreement the matter shall be determined by arbitration in accordance with the provisions of Clause 35.

7. Quality, Design, Construction and Warranty

- 7.1 The Goods and Services shall:
 - 7.1.1 be fit for the purpose for which such Goods are ordinarily used and for any particular purpose made known to the Contractor by the PCC. The PCC relies on the skill and judgement of the Contractor in the supply of the goods and the execution of the Contract.
 - 7.1.2 the Services shall be discharged with all due skill and care including good industry practise;
 - 7.1.3 conform as to quality and description with the particulars stated in the Order;
 - 7.1.4 be of sound materials and workmanship;
 - 7.1.5 be equal in all respects to the samples, patterns, drawings or specification provided or given by either party;
 - 7.1.6 be capable of any standard of performance specified in the Order;
- 7.2 Where an appropriate British Standards Specification issued by the British Standards Institution or EEC equivalent is in force at the date of the order, all goods supplied shall be at least in accordance with that standard.
- 7.3 The Contractor warrants that the design, construction and quality of goods to be supplied under the Contract comply in all respects with all relevant requirements of any Statute, Rule or order, or other instrument having the force of law which may be in force at the time when the same are supplied.
- 7.4 Unless otherwise agreed in writing the Goods shall be fully compatible with the Operating Environment.
- 7.5 The Contractor shall use its best endeavours to transfer or assign to the PCC or otherwise obtain for the benefit of the PCC any guarantee, warranty or other confirmation of quality, title or fitness for purpose given by any manufacturer of the goods in respect of

the goods (or part thereof) to the extent that the same is capable of such transfer or assignment to the PCC or otherwise providing such benefit for the PCC.

8. Manner of carrying out the services

- 8.1 The Contractor shall not deliver any materials, plant or other things nor commence any work on the premises without obtaining the prior consent of the PCC.
- 8.2 Access to the whole or any part of the premises shall not be exclusive to the Contractor but only such as shall enable him to carry out the services concurrently with the execution of works by others. The Contractor shall co-operate with such others as the PCC may reasonably require.
- 8.3 The Contractor shall leave the Premises and the Works in a clean and tidy condition, and the Works ready for operational use.
- 8.4 The PCC shall have the power at any time during the progress of the Services to order in writing:-
- (a) the removal from the Premises of any materials which in the opinion of the PCC are either hazardous, noxious or not in accordance with the Contract, and /or
 - (b) the substitution of proper and suitable materials, and/or
 - (c) the proper re-execution notwithstanding any previous or interim payment thereof of any work which, in respect of material or workmanship, is not in the opinion of the PCC in accordance with the Contract.

9. Health and Safety

- 9.1 The Contractor represents and warrants to the PCC that the Contractor has satisfied himself that all necessary tests and examinations have been made or will be made prior to delivery of the Services to ensure that the Services are designed and constructed so as to be safe and without risk to the health or safety of persons using the same. The Contractor shall indemnify the PCC against all actions, suits, claims, demands, losses, charges, costs, and expenses which the PCC may suffer or incur as a result of or in connection with any breach of this Clause.
- 9.2 The Contractor shall undertake the Services with the proper regard to safety and shall observe and conform to all statutory enactments, regulations and by-laws. The cost of undertaking such procedures shall be deemed to be included in the Contract.

10. Labelling and packaging

- 10.1 The Goods shall be packed and marked in a proper manner and in accordance with the instructions of the PCC and any statutory requirements and any requirements of the carriers. In particular the Goods shall be marked with the Order number, the net and gross weights, the name of the contents shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings.
- 10.2 All packaging materials will be considered non-returnable and will be destroyed unless the Contractor's advice note states that such materials will be charged for unless returned.
- 10.3 If any containers in which the Goods are delivered are to be returned to the Contractor, the Contractor will be required at his own expense to arrange for the collection or return to him of such containers, and no charge is to be made in respect of such containers.

10.4 The Contractor is required without prejudice to the requirements of the Specification or any delivery period for the Products that may apply to fulfil obligations under this Contract by using materials and processes that cause minimum damage to the environment and take all reasonable steps necessary to minimise any pollution of the environment.

11. Damage in transit

11.1 If the Goods are damaged in transit or fail to be delivered to the PCC, the Contractor shall free of charge and as quickly as possible either repair or replace (*as the PCC shall elect*) provided that:-

(a) in the case of damage to such goods in transit the PCC shall within thirty (30) days of delivery give notice to the Contractor that the goods have been damaged.

(b) in the case of non-delivery the PCC shall (*provided that the PCC has been advised of the despatch of the goods*) give notice to the Contractor that the goods have not been delivered.

12. Interruption of deliveries

12.1 If owing to (i) any strike or lock out of workmen or any working to rule by workmen, (ii) civil commotion, (iii) cessation or material interruption of traffic by air, road, rail or sea, (iv) force majeure, or (v) exceptionally inclement weather, either party to the Contract shall be unable to continue the supply or to take delivery, such party shall not be bound during such disability to deliver or accept as the case may be, any goods or services. On the cessation of the event, the PCC and the Contractor will agree a revised timetable for the delivery of the goods or services.

12.2 If either of the parties shall become aware of circumstances of an interruption of deliveries which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other by the most expeditious method then available and shall inform the other of the period which it is estimated that such failure or delay shall continue.

12.3 If the performance of the obligations of either party under the Contract is so prevented by an interruption of deliveries and shall continue to be so prevented for a period less than 30 days then during that period the contract shall be considered as suspended. Upon the ending of the events the Contractual obligations of the parties shall be reinstated with such reasonable modifications to take account of the consequences of the events as may be agreed between the parties or, in default of such agreement, as may be determined by an Expert under Clause 34. Notwithstanding such suspension the Contractor shall use his best endeavours to assist the PCC in the performance of the Contract.

13. Product Recall

13.1 The Contractor shall immediately notify the PCC in writing providing all relevant details if it discovers that there is:

(a) any defect in the Goods which have been delivered to the PCC at any time; or

(b) any error or omission in the instructions for the use and/or assembly of the goods;

(whether or not any such defect, error or omission represents a breach of the warranty in Clause 7.1 or any other Clause) which causes or may cause any risk of death, injury or damage to property.

14. Rejection

14.1 The PCC may by notice in writing to the Contractor reject the goods if the Contractor fails to comply with the obligations under this Contract hereof and may also by notice in writing to the Contractor give within 28 days or such other period as may be agreed after delivery, reject goods which are found not to be in accordance with the Order provided that the PCC when giving notice of rejection shall specify the reasons therefore and shall thereafter return the rejected Goods to the Contractor at the Contractor's risk and expense. In such case the Contractor shall within 28 days replace such rejected goods which are in all respects in accordance with the Specification.

15. Power to purchase in default

15.1 In the case of failure by the Contractor to deliver goods demanded within the period for delivery specified in the Order, or in the case of goods being rejected by the PCC or its duly authorised officer under Clause 14 the PCC or its duly authorised officer shall have absolute power to purchase goods from an alternative source. Any express costs so incurred together with any expenses attending the purchase shall be recoverable by the PCC from the Contractor.

16. Acceptance

16.1 The PCC shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or after any latent defect has become apparent.

16.2 For the avoidance of doubt any inspection or testing by the PCC whether before or after delivery of the Goods or the signing of any delivery note or other document acknowledging physical receipt of any goods shall not be deemed to constitute or evidence acceptance or approval of the Goods for the purposes of the Sale of Goods Act 1979 (as amended). This can not be deemed a waiver of the rights of the PCC either to cancel or return all or any part thereof where the goods are found to be defective or not in accordance with the Order and Specification.

16.3 The Contractor shall promptly keep the PCC informed of any matter of which it is or reasonably should, as Contractor of the goods, be aware relating to the storage, transportation, handling, assembly or use of the goods by the PCC and the actions it has taken or proposes to take and those that the PCC should take in relation to such matters.

17. Defects after Acceptance

17.1.1 Following notice in writing by the PCC to the Contractor, the Contractor shall promptly correct at its own expense any defect in the Products that develop within 12 months after acceptance of the Product or Service, which is caused by:

17.1.2 defective design of the Products;

17.1.3 A failure of the Contractor or of its sub-contractors, servants or agents to discharge their obligations hereunder with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this Clause) in accordance with their own established internal procedures.

18. Title and Risk

18.1 The goods shall be at the risk of the Contractor until they are delivered in accordance with the Contract when, without prejudice to any right or rejection which the PCC may have under the Contract by law, title to and risk in the goods shall pass to the PCC,

provided that if the PCC pays for the goods prior to delivery, title to the goods shall pass to the PCC when payment is made.

19. Price

19.1 The Price of the Goods and Services shall be as stated in the Order and no increase will be accepted by the PCC before the execution of the Contract.

19.2 Unless otherwise agreed in writing by the PCC, the Contractor shall render a monthly invoice in respect of the consignments delivered pursuant to the Order(s). Payment shall be due 30 days after receipt of the goods or the correct invoice therefore, whichever is the later.

19.3 Value added tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

20. Contractor's status

20.1 In carrying out the goods and services the Contractor shall be acting as principal and not as the agent of the PCC.

20.1.1 Accordingly:-

20.1.2 The Contractor shall not (*and shall procure that his agents and servants do not*) say or do anything that might lead any other person to believe that the Contractor is acting as the agent of the PCC; and

20.1.3 Nothing in this Contract shall impose any liability on the PCC in respect of any liability incurred by the Contractor to any other person but this shall not be taken to exclude or limit any liability of the PCC to the Contractor that may arise by virtue of either a breach of this Contract or any negligence on the part of the Police Officer's or the Police staff or agents.

21. Contractor's personnel

21.1 The Contractor shall take the steps reasonably required by the PCC to prevent unauthorised persons being admitted to the premises of the PCC. If the PCC gives the Contractor notice that any person is not to be admitted to or is to be removed from the premises, the Contractor shall take all reasonable steps to comply with such notice and if required by the PCC the Contractor shall replace any person removed under this Clause with another suitably qualified person.

21.2 If and when instructed by the PCC, the Contractor shall provide a list of the names and addresses of all persons who it is expected may require admission in connection with the performance of this contract to any premises occupied by or on behalf of the PCC specifying the capacities in which they are concerned with the contract and giving such other particulars as the PCC may reasonably require.

21.3 The decision of the PCC as to whether any person is to be admitted to or is to be removed from any of the Premises occupied by or on behalf of the PCC shall be final and conclusive. The Contractor shall bear the cost of any notice, instruction or decision of the PCC under this Clause.

21.4 If the Contractor shall fail to comply with the Clause 21.2 and if the PCC (whose decision shall be final and conclusive) shall decide that such failure is prejudicial to the interests of the PCC and if the Contractor does not comply with the provision of Clause 21.2 within reasonable time of written notice so to do then the PCC may terminate this contract in accordance with Clause 25, provided always that such termination shall not

prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the PCC.

- 21.5 The Contractor's representatives, when engaged within the boundaries of an establishment of the PCC, shall comply with such rules, regulations, and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at that establishment and when outside that establishment.

22. Indemnity

- 22.1 The Contractor acknowledges that the PCC places particular reliance upon the provisions of these Clauses and in addition to any other remedy available to the PCC, the Contractor irrevocably and unconditionally agrees to indemnify the PCC in full and on demand and keep the PCC so indemnified from and against all claims, demands, actions, proceedings and all damages, losses, costs and expenses (including legal and other professional advisers' fees, all economic loss, reputation or goodwill and anticipated savings) which are made or brought against or incurred or suffered by the PCC, its officers, employees, representatives, agents or sub-contractors directly and indirectly and whether wholly or in part resulting from the matters listed below whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the entering into this contract:

- (a) any claims that the goods or services infringe the Intellectual Property Rights of any third party by reason of the use, purchase or sale by the PCC of the goods including any royalties being payable to any third party (save to the extent that the goods or services have been supplied in accordance with the Specification or designs of the PCC);
- (b) any breach of the Contract by the Contractor, its employees, agents or sub-contractors or any act or omission by any of them including any delays and any costs or liabilities incurred by the PCC in having to cancel any Order as a result of any such breach, act or omission or any other warranty or clause concerning the goods or services whether express or implied by statute or otherwise;
- (c) any termination of the Contract pursuant to Clause 25.

- 22.2 The Contractor shall provide all facilities, assistance and advice required by the PCC or its insurers for the purpose of contesting or dealing with any action, claim or matter arising out of the Contractor's performance, or purported performance of, or failure to perform, the Contract.

23. Insurance

- 23.1 The Contractor shall at its own cost effect and keep in place with reputable insurers such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under the Contract. The Contractor shall on the written request of the PCC from time to time provide the PCC with reasonable details of the insurance maintained in force in accordance with this Clause, and, on the renewal of each policy, the Contractor shall send a copy of the premium receipt to the PCC when requested to do so in writing by the PCC. The Contractor shall do nothing to invalidate any of the policies maintained in force in accordance with this Clause.

24. Corrupt Gifts and Payments

The PCC shall be entitled to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation:

- 24.1 if the Contractor shall have offered, or given or agreed to give, to any person any gift or consideration of any kind as an inducement or reward for doing any action in relation to the obtaining or the execution of the Contract or any other Contract with the PCC,
- 24.2 or for showing or forbearing to show favour or disfavour to any person, in relation to the Contract or any other Contract with the PCC, or if the like acts shall have been done by any person employed by him or acting on his behalf (*whether with or without the knowledge of the Contractor*).
- 24.3 or if in relation to any Contract with the PCC the Contractor or any person employed by him or acting on his behalf shall have committed an offence under the Prevention of Corruption Acts 1889 to 1916 or any amendment of them, or shall have given any fee or reward the receipt of which is an offence under the Local Government Act 1972.

25. Termination

- 25.1 The PCC may immediately terminate the Contract without payment of compensation or other damages caused to the Contractor solely by such termination by giving notice in writing to the Contractor if any one or more of the following events happens:
- (a) the Contractor commits a material breach of any of its obligations under these Clauses which is incapable of remedy;
 - (b) the Contractor fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under these Clauses after having been required in writing to remedy or desist from such breach within a period of 30 days;
 - (c) the Contractor proposes a voluntary arrangement within the meaning of Section 1 or Section 253 of the Insolvency Act 1986, or an interim order is made in relation to the Contractor under Section 252 of the Insolvency Act 1986, or any other steps are taken or negotiations commenced by the Contractor or any of its creditors with a view to proposing any kind of composition, compromise or arrangement involving the other party and any of its creditors;
 - (d) the Contractor is deemed to be unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986, or calls a meeting for the purpose of passing a resolution to wind it up, or such a resolution is passed, or a resolution is passed by the directors of the Contractor to seek a winding up or administration order, or the Contractor presents, or has presented, a petition for a winding up order, or presents, or has presented, a petition to appoint an administrator, or has an administrative receiver, or receiver appointed over all or any part of its business, undertaking, property or assets.
- 25.2 The termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.
- 25.3 Upon termination of the Contract for any reason whatsoever:
- (a) (subject to Clause 25.2 above) the relationship of the parties shall cease save as (and to the extent) expressly provided for in this Clause 26.2;
 - (b) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect;
 - (c) the Contractor shall immediately return to the PCC (or if the PCC so requests by notice in writing, destroy) all of the property of the PCC in its possession at the date of termination including all confidential information, together with all copies of such confidential information and shall certify that it has done so, and shall make no further use of such confidential information.

26. Assignment, Sub-Contracting and the Rights of Third Parties

- 26.1 The Contract is personal to the Contractor. The Contractor shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without the prior written consent of the PCC.
- 26.2 The PCC may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract at any time without the prior written consent of the Contractor.
- 26.3 The Contracts (Rights of Third Parties) Act 1999 shall not apply to the contract, no person who is not a party to this contract (including any employee, officer, agent, representative or sub-contractor or either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of this contract which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this Clause 26.3.
- 26.4 Even if a person who is not a party to the Contract and (any employee, officer, agent, representative or sub-contractor of either party) has a right to enforce any term of these Clauses by virtue of Section 1 of the Contracts (Rights of Third Parties) Act 1999, the parties may, notwithstanding Section 2(1) of the Contracts (Rights of Third Parties) Act 1999, vary or cancel the Contract by agreement between them without requiring the consent of such third party.

27 The Contracts (Rights of Third Parties) Act 1999

- 27.1 Save as referred to in Clause 27.2, no person who is not a Party to the Agreement (including without limitation any employee, officer, agent, representative, or sub-contractor of either the PCC or the Contractor) shall have any right to enforce any term of the Agreement, which expressly or by implication, confers a benefit on him without the prior agreement in writing of both Parties, which agreement should specifically refer to Clause 27. This Clause does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.
- 27.2 Where goods and or services are supplied under the terms of this Agreement to (or are used or consumed by) the Chief Constable, the Chief Constable shall have the right to enforce any term of the Agreement since it is specifically intended that the terms of the Agreement confer a benefit on him. This Clause is in addition to:-
- 27.2.1 any other right or remedy of the Chief Constable which exists or is available otherwise than pursuant to that Act
- 27.2.2 any right or remedy available to the PCC which exists or is available in relation to enforce the same or other terms of the Agreement"

28. Human Rights and Discrimination

- 28.1 The Contractor shall comply in all respects with the provision of the Human Rights Act 1998 and will indemnify the PCC against all actions, costs, expenses, claims, proceedings and demands which may be brought against the PCC for breach of statutory duty under the Act attributable to the Contractor.
- 28.2 The Supplier shall at all times comply with the requirements of:
- 28.2.1 the Sex Discrimination Act 1975;
- 28.2.2 the Race Relations Act 1976, as amended by the Race Relations (Amendment) Act 2000;
- 28.2.3 the Race Relations (Amendment) Regulations 2003;

- 28.2.4 the Disability Discrimination Act 2005;
- 28.2.5 the Employment Equality (Religion or Belief) Regulations 2003;
- 28.2.6 the Employment Equality (Sexual Orientation) Regulations 2003;
- 28.2.7 the European Community Goods and Services Directive 2004/113;
- 28.2.8 the Employment Act 2006;
- 28.2.9 the Sexual Discrimination Act 1975;
- 28.2.10 the Sexual Discrimination Regulations 2003;
- 28.2.11 the Employment Equality (Age Discrimination) Regulations 2006;
- 28.2.12 any Act, rule, statement, code of practice, manual or other instrument or document amending or replacing the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995;
- 27.2.13 any other statute, statutory instrument, rules regulations, order, direction, bye-laws or other instrument having the force of law, and any contractual obligations (whether owed to the Company under this or any other Contract or to any other person) for preventing unlawful discrimination on the grounds of gender, race, or disability.

29. Freedom of Information Act 2000

- 29.1 The Police & Crime Commissioner is a public body for the purposes of the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. Information relating to public sector contracts and services may be released in response to a request for information, subject to any exemptions contained within the Act. Where appropriate, consultation with third parties affected by any disclosure will be carried out, however, the PCC will not enter into any undertaking of confidentiality in respect of contracts and services where disclosure may be required by law. Each request will be treated on a case by case basis.
- 29.2 Where information is classed by the Contractor as being commercially sensitive in nature it is their responsibility to notify the PCC in writing accordingly.
- 29.3 Disclosures of exempt information will be made only where there is a public interest to do so, and the opinion of third parties affected by the disclosure will be sought where appropriate. Information is classed as exempt if it constitutes a trade secret or if it would prejudice the commercial interests of any person (including the public authority) holding it.

30. Data Protection

Each party shall comply with its respective obligations under the provisions of the Data Protection Act 1984 and the Data Protection Act 1998 and any act amending, replacing or renewing the same.

31. Publicity

Neither party shall without the written consent of the other (the giving of which consent shall be at the sole discretion of that party) advertise, publicly announce or provide to any other person information relating to the existence or details of the Contract or use the other party's name in any format for any promotion, publicity, marketing or advertising purpose.

30. Patents and information

- 30.1 It shall be a condition of this Contract that, except to the extent that the services incorporate designs furnished by the PCC, the Goods and Services will not infringe any patent, trade mark, registered design, copyright or other right in the nature of industrial property of any third party and the Contractor shall indemnify the PCC against all actions, claims, demands, costs, and expenses which the PCC may suffer or incur as a result of or in connection with any breach of this Clause.

All rights (*including ownership and copyright*) in any specifications, instructions, plans, drawings, patents, models, designs or other materials:-

- (a) furnished to or made available to the Contractor by the PCC are hereby assigned to and shall vest in the PCC absolutely.
- (b) prepared by or for the Contractor for use, or intended use, in relation to the performance of this Contract are hereby assigned to and shall vest in the PCC absolutely, and (*with prejudice to Clause 25*) the Contractor shall not and shall procure that his servants and agents shall not (*except to the extent necessary for the implementation of this Contract*) without prior written consent of the PCC use or disclose any such specification, instructions, plans, drawings, patents, models, designs or other material as aforesaid or any other information (*whether or not relevant to this Contract*) which the Contractor may obtain pursuant to or by reason of this Contract, except information which is in the public domain otherwise than by reason of a breach of this provision, and in particular (*but without prejudice to the generality of the foregoing*) the Contractor shall not refer to the PCC or the Contract in any advertisement without the prior written consent of the PCC.

The provision of Clause 24 shall apply during the continuance of this Contract and after its termination howsoever arising.

33. Statutory and other regulations

The Contractor shall in all matters relating to the performance of the Contract comply with all Acts of Parliament and with all orders, regulations and bye-laws made with statutory authority by Government Departments or by local or other authorities. The Contractor shall not in the performance of the contract in any manner endanger the safety or unlawfully interfere with the convenience of the public. The cost to the Contractor in meeting the requirements of this Sub-Clause shall be included in the purchase order price. The Contractor shall indemnify the PCC against all actions, claims, demands, proceedings, damages, costs, charges and expenses whatsoever made as a result of any failure in such compliance.

34. Notices

- 34.1 Any notice to be given under the terms of this contract shall be in writing and shall be served by hand at or sent by registered post or recorded delivery to the relevant above mentioned address or such other address as a party may nominate by written notice to the other party. Any notices sent by registered post or recorded delivery shall be deemed to have been served 48 hours after the time of posting and in proving service it shall be sufficient to show that an envelope containing such notice (and properly addressed) was so posted.

35. Disputes

All disputes or questions between the PCC and the Contractor with respect of or with respect to any matter or thing arising out of or relating to the Contract shall after written notice given by either party hereto to the other of them be referred to a single arbitrator agreed by the parties. In the event of his death or unwillingness or inability to act or in default of such agreement, a person will be appointed by an independent but appropriate body agreed by the parties hereto and in accordance with the provisions of the Arbitration Act 1950 or any statutory modification or re-enactment thereof.

36. General

- 36.1 The Contractor shall not exercise any right of lien, general or otherwise and howsoever arising, over any goods or any other property of the PCC in the Contractor's possession,

in respect of any sums owed by the PCC to the Contractor under the Contract or otherwise.

36.2 No purported alteration or variation of these Clauses shall be effective unless it is in writing, refers specifically to the Contract and is signed by a duly authorised representative of each of the parties to the Contract.

36.3 The waiver by either party of any breach of these Clauses shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision. Any waiver of any breach of these Clauses shall be in writing.

36.4 If, at any time, any of these Clauses is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be omitted from the contract and the validity and/or enforceability of the remaining provisions of these Clauses shall not in any way be affected or impaired as a result of that omission.

37. Law and Jurisdiction

37.1 This Contract and any dispute or claim arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of England and all disputes or claims arising out of or relating to these Clauses shall be subject to the exclusive jurisdiction of the English Courts to which the parties irrevocably submit.