DARTMOOR NATIONAL PARK AUTHORITY ****

**Cleaning Services**

**Dartmoor National Park Authority**

**and**

**[Supplier]**

**Standard Terms and Conditions for the purchase of services**

**SUPPLY OF SERVICES CONTRACT**

**CONTRACT DETAILS**

**DATE:**

|  |  |
| --- | --- |
|  |  |
| **Customer:** | Dartmoor National Park Authority  (a Party and together with the Supplier the Parties) |
| **Customer’s address:** | Parke, Bovey Tracey, Newton Abbot, Devon TQ13 9JQ |
| **Customer’s representative:** | Name: [NAME]  Title: [TITLE]  Email: [EMAIL]  Telephone: [NUMBER]  Postal Address: [POSTAL ADDRESS] |
| **Supplier:** | [COMPANY NAME] LIMITED (No. [NUMBER])  (a Party and together with the Customer the Parties) |
| **Supplier’s address:** | [ADDRESS] |
| **Supplier’s VAT number:** | [NUMBER] |
| **Supplier’s representative:** | Name: [NAME]  Title: [TITLE]  Email: [EMAIL]  Telephone: [NUMBER]  Postal Address: [POSTAL ADDRESS] |
| **Services Start Date:** | 1 April 2020 |
| **Expiry Date:** | 31 March 2022 |
| **Services:** | The Services to be provided by the Supplier as set out in the Invitation to Submit Quotation issued 27 January 2020 and the Supplier’s Written Quotation dated [DATE]. |
| **Charges:** | The total sum of [SUM] **excluding VAT** being the amount payable by the Customer for the provision of the Services by the Supplier set out in or otherwise calculated in accordance with the Supplier’s Written Quotation.  The charges are to be paid as set out in the Supplier’s Written Quotation. |
| **Special Conditions:** | Special Conditions shall apply to this Contract   1. EXTENSION   The Customer may extend this Contract beyond the Expiry Date for a period of 12 months by giving not less than 10 Business Days’ written notice to the Supplier. |

1. This Contract is made up of the following:

(a) the Contract Details including any Special Conditions.

(b) the Agreed Terms.

(c) the Schedule (Data Protection) to the Contract (if applicable).

(d) the Invitation to Submit Quotation.

(e) the Supplier’s Written Quotation.

2. If there is any conflict or ambiguity between the terms of the documents listed in paragraph 1, a term contained in a document higher in the list shall have priority over one contained in a document lower in the list.

This Contract has been entered into on the date stated at the beginning of it.

|  |  |
| --- | --- |
| Signed by  for and on behalf of Dartmoor National Park Authority | ...................................  Authorised Signatory |
| Signed by [NAME OF DIRECTOR]  for and on behalf of [NAME OF SUPPLIER] | ...................................  Director |

**AGREED TERMS**

1. **Definitions and Interpretation** 
   1. **Definitions:**

**Agreed Terms:** these terms and conditions set out in [Clause 1](#co_anchor_a987444_1) (Definitions and Interpretation) to [Clause 1](#co_anchor_a325829_1)4 (General) (inclusive**).**

**Business Day:**a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business**.**

**Commercially Sensitive Information:** comprising the information of a commercially sensitive nature relating to the Supplier, its intellectual property rights or its business or which the Supplier has indicated to the Customer that, if disclosed by the Customer, would cause the Supplier significant commercial disadvantage or material financial loss.

**Confidential Information:** means all confidential information (however recorded or preserved) disclosed by a party or its Representatives to the other party and that party's Representatives in connection with this agreement, including but not limited to:

* + 1. any information that would be regarded as confidential by a reasonable business person relating to: (i) the business, affairs, customers, suppliers or plans of the disclosing party; and (ii) the operations, processes, product information, know-how, designs, trade secrets or software of the disclosing party;
    2. any information developed by the parties in the course of carrying out this agreement;
    3. Personal Data;
    4. any Commercially Sensitive Information.

**Contract:** the contract between the Customer and the Supplier for the supply of the Services in accordance with the Contract Details, any Special Conditions, the Agreed Terms, the Schedule (if applicable), the Invitation to Submit Quotation and the Supplier’s Written Quotation.

**Control:**  has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of control shall be construed accordingly.

**Customer Materials:**  all materials, equipment and tools, drawings, specifications and data supplied by the Customer to the Supplier.

**Deliverables**:  all documents, products and materials developed by the Supplier or its agents, subcontractors and personnel as part of or in relation to the Services in any form, including without limitation computer programs, data, films, reports and specifications (including drafts) set out in the Invitation to Submit Quotation and the Supplier’s Written Quotation.

**EIRs:** the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

**FOIA:** the Freedom of Information Act 2000 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

**Intellectual Property Rights:** means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trade marks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other similar rights.

**Information:**  has the meaning given under section 84 of FOIA.

**Invitation to Submit Quotation:** the invitation to submit quotation for the supply of the Services by which the Supplier was selected to supply the Services to the Customer.

**Request for Information:** a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

**Representatives:**  means, in relation to a party, its employees, officers, representatives and advisors.

**Services:**  as set out in the Contract Details, including without limitation any Deliverables, to be provided by the Supplier pursuant to the Contract.

**Services Start Date:**  the day on which the Supplier is to start provision of the Services, as set out in the Contract Details.

**Supplier's Personnel:**  all employees, staff, other workers, agents and consultants of the Supplier and of any Sub-Contractors who are engaged in the provision of the Services from time to time.

**Supplier’s Written Quotation:** the Supplier’s response to the Customer’s Invitation to Submit Quotation for the award of the Contract to deliver the Services.

**Term:** the period from and including the Services Start Date until the Expiry Date unless this Contract is otherwise extended or terminated in accordance with its terms.

**1.2   Interpretation:**

* + 1. A reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time. A reference to a statute or statutory provision includes any subordinate legislation made from time to time under that statute or statutory provision.
    2. Any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
    3. A reference to writing or written includes email.
    4. Words in the singular include the plural (and vice versa) and words importing a gender includes the other gender and the neuter.

1. **COMMENCEMENT AND TERM**

The Contract shall commence on the Services Start Date and shall continue, unless terminated earlier in accordance with its terms for the Term.

1. SUPPLY OF SERVICES
   1. The Supplier shall supply the Services to the Customer for the Term in accordance with the Contract.
   2. In performing the Services the Supplier shall meet any performance dates specified in the Contract.
   3. In supplying the Services, the Supplier shall:
      1. perform the Services with all due care, skill and diligence in accordance with good practice in the Supplier’s industry, profession or trade;
      2. co-operate with the Customer in all matters relating to the Services, and comply with all instructions of the Customer;
      3. appoint or, at the written request of the Customer, replace without delay a manager, who shall have authority to contractually bind the Supplier on all matters relating to the Services;
      4. only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier’s obligations are fulfilled;
      5. ensure that it obtains, and maintains all consents, licences and permissions (statutory, regulatory, contractual or otherwise) it may require and which are necessary to enable it to comply with its obligations in the Contract;
      6. use reasonable endeavours to ensure that the Services and Deliverables shall conform in all respects with the Services description set out in the Contract Details and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier;
      7. provide all equipment, tools, vehicles and other items required to provide the Services;
      8. ensure that the Deliverables, and all goods, materials, standards and techniques used in providing the Services are of satisfactory quality and are free from defects in workmanship, installation and design;
      9. comply with all applicable laws, statutes, regulations and codes from time to time in force.
      10. observe all health and safety rules and regulations and any other reasonable security requirements that apply at any of the Customer’s premises from time to time and are notified to the Supplier. The Supplier shall at all times be responsible for ensuring safe systems of work, suitable and safe equipment and a safe working environment for all activities coming under the scope of the Contract;
      11. hold all Customer Materials in safe custody at its own risk, maintain the Customer Materials in good condition until returned to the Customer, and not dispose of or use the Customer Materials other than in accordance with the Customer’s written instructions or authorisation;
      12. not do or omit to do anything which may cause the Customer to lose any licence, authority, consent or permission on which it relies for the purposes of conducting its business;
      13. notify the Customer in writing immediately upon the occurrence of a change of Control of the Supplier.
2. CUSTOMER’S OBLIGATIONS

The Customer shall:

* + 1. provide such access to the Customer’s premises and data, and such office accommodation and other facilities as may reasonably be requested by the Supplier and agreed with the Customer in writing in advance, for the purposes of providing the Services;
    2. provide such necessary information for the provision of the Services as the Supplier may reasonably request.
    3. pay the Charges in accordance with clause 7 of the Contract.

1. TITLE TO DELIVERABLES AND CUSTOMER MATERIALS
   1. Title to any Deliverables that are goods or in any physical media on which Deliverables are stored and title to any goods or materials transferred to the Customer as part of the Services shall pass to the Customer on the earlier of their delivery to the Customer or payment of the Charges for them. The Supplier transfers the Deliverables and all such goods and materials to the Customer free from all liens, charges and encumbrances.
   2. All Customer Materials are the exclusive property of the Customer.
2. INTELLECTUAL PROPERTY
   1. In the absence of prior written agreement by the Customer to the contrary, all Intellectual Property Rights created by the Supplier or an employee, agent or subcontractor of the Supplier:
      1. in the course of performing the Services; or
      2. exclusively for the purpose of performing the Services; or
      3. in the Deliverables

shall vest in the Customer on creation.

* 1. To the extent any of the Intellectual Property Rights do not automatically vest in the Customer, the Supplier, its employees, agents and any subcontractors will hold the same on trust for the Customer and promptly execute any document necessary to assign any such Intellectual Property Rights, at no additional cost to the Customer.
  2. The Supplier shall indemnify the Customer against all liabilities, costs, expenses, damages and losses and all other reasonable professional costs and expenses) suffered or incurred by the Customer arising out of or in connection with any claim brought against the Customer for actual or alleged infringement of any Intellectual Property Rights arising out of, or in connection with, the receipt, use or onward supply of the Services by the Customer and its licensees and sub-licensees. This [Clause](#co_anchor_a885974_1) shall survive termination of the Contract.
  3. The Supplier agrees and undertakes that the Customer's organisational name, logo or other identifying mark shall not be used without prior written approval from the Customer.

1. CHARGES AND PAYMENT
   1. In consideration for the provision of the Services, the Customer shall pay the Supplier the Charges in accordance with this [Clause 7](#co_anchor_a361015_1) and the Contract Details.
   2. All amounts payable by the Customer exclude amounts in respect of value added tax (VAT) which the Customer shall additionally be liable to pay to the Supplier at the prevailing rate (if applicable), subject to receipt of a valid VAT invoice.
   3. The Supplier shall submit invoices for the Charges plus VAT if applicable to the Customer at the intervals specified in the Contract Details. Each invoice shall include all supporting information reasonably required by the Customer.
   4. The Customer shall pay each invoice which is properly due and submitted to it by the Supplier, within 30 days of receipt, to a bank account nominated in writing by the Supplier.
   5. If the Customer fails to make any undisputed properly invoiced payment due to the Supplier under the Contract by the due date for payment, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date of actual payment, whether before or after judgement.

7.6   The Customer may at any time, without notice to the Supplier, set off any liability of the Supplier to the Customer against any liability of the Customer to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by the Customer of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.

1. INSURANCE

During the term of the Contract on a claims occurring basis, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall produce to the Customer on request both the insurance certificate giving details of cover and the receipt for the current year’s premium in respect of each insurance.

1. TERMINATION
   1. Without affecting any other right or remedy available to it, the Customer may terminate the Contract with immediate effect by giving written notice to the Supplier if:
      1. there is a change of Control of the Supplier; or
      2. the Supplier’s financial position deteriorates to such an extent that in the Customer’s opinion the Supplier’s capability to adequately fulfil its obligations under the Contract has been placed in jeopardy; or
      3. the Supplier commits a breach of [Clause 3.3(i)](#co_anchor_a382894_1).
   2. 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:
      1. the other party 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 10 days after being notified in writing to do so;
      2. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), 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; or
      3. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
   3. The Customer shall be entitled to cancel the Contract and to recover from the Supplier the amount of any loss resulting from such cancellation, if the Supplier or any person employed by him or acting on his behalf (whether with or without the knowledge of the Supplier):
      1. has offered or given or agreed to give any person a gift or consideration of any kind as an inducement or reward for doing or forbearing to do, or for having done or forborne to do, any action in relation to the obtaining or execution of the Contract, or any other Contract with the Authority; or
      2. has shown favour or refrained from showing disfavour to any person in relation to the obtaining or execution of the Contract, or any other Contract with the Customer; or
      3. has committed any offence under the Bribery Act 2010, Prevention of Corruption Acts 1889 & 1916; or
      4. has given any fee or reward the receipt of which is an offence under Section 117(2) Local Government Act 1972.
   4. 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.
   5. Termination or expiry of the Contract shall not affect any of the rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.

1. EXIT ARRANGEMENTS

On termination of the Contract for whatever reason:

* + 1. the Supplier shall immediately deliver to the Customer all Deliverables whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then the Customer may enter the Supplier’s premises and take possession of them. Until they have been delivered or returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract; and
    2. the Supplier shall, if so requested by the Customer, provide all assistance reasonably required by the Customer to facilitate the smooth transition of the Services to the Customer or any replacement supplier appointed by it.

1. CONFIDENTIALITY
   1. Subject to clause 12, each party shall keep the other party's Confidential Information confidential and shall not:
      1. use such Confidential Information except for the purpose of performing its rights and obligations under or in connection with this agreement; or
      2. disclose such Confidential Information in whole or in part to any third party, except as expressly permitted by this clause 11.
   2. The obligation to maintain confidentiality of Confidential Information does not apply to any Confidential information:
      1. which the other party confirms in writing is not required to be treated as Confidential Information;
      2. which is obtained from a third party who is lawfully authorised to disclose such information without any obligation of confidentiality;
      3. which a party is required to disclose by judicial, administrative, governmental or regulatory process in connection with any action, suit, proceedings or claim or otherwise by applicable Law, including the FOIA or the EIRs;
      4. which is in or enters the public domain other than through any disclosure prohibited by this agreement;
      5. which a party can demonstrate was lawfully in its possession prior to receipt from the other party; or
      6. which is disclosed by the Customer on a confidential basis to any central government or regulatory body.
   3. A party may disclose the other party's Confidential information to those of its Representatives who need to know such Confidential Information for the purposes of performing or advising on the Party's obligations under the Contract, provided that:
      1. it informs such Representatives of the confidential nature of the Confidential Information before disclosure; and
      2. it procures that its Representatives shall, in relation to any Confidential Information disclosed to them, comply with the obligations set out in this clause as if they were a party to this agreement,
      3. and at all times, it is liable for the failure of any Representatives to comply with the obligations set out in this clause 11.3.
2. FREEDOM OF INFORMATION
   1. The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the EIRs. The Supplier shall:
      1. provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and EIRs;
      2. transfer to the Customer all Requests For Information relating to the Contract that it receives as soon as practicable and in any event within 2 Business Days of receipt;
      3. provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Business Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
      4. not respond directly to a Request For Information unless authorised in writing to do so by the Customer.
   2. The Supplier acknowledges that the Customer may be required under the FOIA and EIRs to disclose Information (including Commercially Sensitive Information) without consulting or obtaining consent from the Supplier. The Customer shall take reasonable steps to notify the Supplier of a Request For Information (in accordance with the Freedom of Information Code of Practice dated 4 July 2018, issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this agreement) the Customer shall be responsible for determining in its absolute discretion whether any Commercially Sensitive Information and/or any other information is exempt from disclosure in accordance with the FOIA and/or the EIRs.
   3. Notwithstanding any other term of the Contract, the Supplier consents to the publication of the Contract in its entirety (including variations), subject only to the redaction of information that is exempt from disclosure in accordance with the provisions of the FOIA and EIRs.
   4. The Customer shall, prior to publication, consult with the Supplier on the manner and format of publication and to inform its decision regarding any redactions but shall have the final decisions in its absolute discretion. The Supplier shall assist and co-operate with the Customer to enable the Customer to publish the Contract.
3. HUMAN RIGHTS ACT 1998.

The Supplier shall comply in all respects with the provision of the Human Rights Act 1998 and will indemnify the Customer against all actions, costs, expenses, claims, proceedings and demands which may be brought against the Customer for breach of statutory duty under the Act attributable to the Supplier.

1. GENERAL
   1. Force majeure. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under the Contract if such delay or failure result from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for 4 weeks, the party not affected may terminate the Contract by giving 10 days’ written notice to the affected party.
   2. Assignment and other dealings. Neither party shall assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with any or all of its rights and obligations under the Contract without the other party’s prior written consent.
   3. Variation. No variation of the Contract shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
   4. Waiver.
      1. A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy.
      2. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
   5. Severance. If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
   6. Notices.

* 1. Any notice or other communication given to a party under or in connection with this agreement shall be in writing and shall be:
     1. delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
     2. sent by email to the address specified in the Contract Details for the Customer’s Representative or Supplier’s Representative (as appropriate).
  2. Any notice or communication shall be deemed to have been received:
     1. if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address; and
     2. if sent by pre-paid first-class post or other next working day delivery service, at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service and
     3. if sent by email, at the time of transmission, or, if this time falls outside business hours in the place of receipt, when business hours resume. In this clause 14.6 (b)(iii), business hours means 9.00am to 5.00pm on a Business Day in the place of receipt.
  3. This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
  4. Third party rights.

* + 1. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.
    2. The rights of the parties to rescind or vary the Contract are not subject to the consent of any other person.
  1. Governing law. The Contract, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation, shall be governed by, and construed in accordance with the law of England and Wales.
  2. Jurisdiction. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.
  3. Partnership or agency. Nothing in this agreement is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, constitute any party the agent of another party, or authorise any party to make or enter into any commitments for or on behalf of any other party.
  4. Publicity. The Supplier shall not make any press announcements or publicise the contract or its contents in any way or use the Customer’s name logo in any promotion or marketing or announcement of orders without the prior written consent of the Customer, except as required by law, any government or regulatory authority, any court or other authority of competent jurisdiction.
  5. Entire agreement. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter.