

Conditions of Contract for the Execution of Works or the Supply of Goods, Materials or Services

1. Period of Contract

This contract shall, subject as hereinafter provided, be for a period as specified in the Tender or quotation.

2. Breach of Contract

In the event of any non-observance or non-performance by the Contractor at any time and in any respect of any of these conditions or any other provision of the Contract the Authority may forthwith or at any time thereafter summarily terminate the Contract without notice compensation or liability of any description to the contractor and without prejudice to any right of action right remedy or power of the Authority previously accrued. In no circumstances shall the receipt or acceptance of any goods or materials or the execution of work or payment of any monies in respect thereof or the passage of time be deemed a waiver of the right of the Authority to terminate the Contract as aforesaid.

3. Tenders, Acceptance, Formal Contract and Sureties

- i) The Authority does not bind itself to accept the lowest or any Tender or quotation.
- ii) The Authority may accept a Tender or Quotation for the execution of all or any part of the work or for all or any of the goods or materials or services in respect of which the Tender or Quotation is made although the Authority reserves to itself the right to enter into a contract but not to hereafter place any orders with the contractor.
- iii) A Tender or Quotation for the execution of works or for the supply of goods or materials or services together with the acceptance thereof by the Authority shall become a Contract binding upon the Contractor.

4. Price Fluctuations

- i) Except as mentioned in paragraph 4 (ii) hereof where there is an increase in the price paid by the Contractor for the goods or materials to be supplied under the Contract or where the Contractor is put to additional cost in the manufacture or supply of the goods or materials or in the execution of the work specified in the Contract owing to an increase in wages or the price of materials or owing to any other cause outside the control or beyond the jurisdiction of the Contractor the Contractor shall nevertheless continue to supply the goods or materials or execute the specified work at the Contract price during a period of three months after the acceptance by the Authority of the Contractor's Tender or Quotation. After such period of three months aforesaid the Contractor shall be at liberty to give notice to the Authority of any increase in price (which notice shall contain details of how such increase is made up) and make application to continue the supply of goods or materials or the execution of the specified work at such increased price.

Within 28 days of the receipt of such notice and application the Authority shall be at liberty by notice in writing to the Contractor, either

- (a) to refuse the increased price and forthwith to terminate the Contract in which event the Contract shall forthwith be determined, or
- (b) to accept the increased price in which case the Contract shall continue to subsist as if such increased price had been substituted in the Contract for the original Contract price.

If the Authority shall fail to give such notice to the Contractor within the period of 28 days as aforesaid, the Authority shall be deemed to have refused the increased price. The Contractor shall, in the event of the Authority accepting such increased price, continue to supply the goods or materials or execute the specified work during a period of three months from the date of the acceptance by the Authority of such increased price, and after such period of three months the Contractor shall be at liberty to give notice to the Authority of a further increase in price and make application to continue the supply of goods or materials or the execution of the specified work at such further increased price and such notice and application for a further increase shall be dealt with in the same way as a notice and application for an increased price as aforesaid. Any order given by the Authority under the Contract after the service of a notice and application by the Contractor as aforesaid shall not be executed by the Contractor until after the receipt by him of the Authority's notice to accept the increased or further increased price, and when executed shall be so executed at such increased or further increased price. If the Contractor should execute an order before the receipt of the Authority's notice he shall execute it at the price obtaining before the Contractor's notice and application for an increased or further increased price was given.

- ii) Where during the continuance of the Contract there is an increase or decrease in the controlled price of any of the goods or materials to be supplied the Contractor shall give notice to the Authority of such increase or decrease in price which revised price shall take effect from the date of its coming into force.

5. Quality of Goods, Work, etc

The goods or materials to be supplied under this Contract are in every respect to be of the materials sort quality and workmanship specified and of the materials sort quality and workmanship of the sample or specimen (if any) submitted or to which the Tender or Quotation is made, and in any case such as shall in every respect be approved by the Authority or their officers and to the entire satisfaction of the Authority.

The work to be executed and performed under this Contract is to be of such quality and workmanship as shall be approved by the Authority or their officers and to entire satisfaction in all respects.

6. Power to Reject or Remedy Defects

In addition to any other remedy or power of the Authority hereunder in the case of failure by the Contractor at any time to deliver any goods or materials or execute the specified work in respect of which an order is given or to deliver or execute the same at the time specified or within the period limited for delivery or execution or to deliver goods or materials or to execute the specified work to the entire satisfaction of the Authority

in place of the goods or materials so rejected or not delivered or require the Contractor at his own expense and without interrupting or disturbing or interfering in any way with any of the public services rendered by or on behalf of the Authority to remedy forthwith any defect or imperfection or inferior workmanship in the work executed to the satisfaction in every respect of the Authority and in default of the Contractor's complying with such requirement, to remedy any such defect imperfection or inferior workmanship and any cost incurred by the Authority in obtaining the goods or materials or in having the specified work executed in accordance with the accepted Tender or Quotation in excess of the Contract price during the period of this contract together with all other expenses attending any such purchase of goods or materials or the remedying of any such defect imperfection or inferior workmanship shall be repaid to the Authority by the Contractor on demand.

7. **Retention of Title**

The Contractor is to note that he may be required to produce evidence signed by the Supplier that the title to any materials and goods has been properly transferred from the Supplier to the Contractor. Failure to produce satisfactory evidence of title may mean that the value of such materials and goods will not be included in any payment.

8. **Delivery of Goods, etc or Commencement of Work**

The goods or materials are to be delivered or the execution of the work commenced only upon an official order issued by an official duly authorised so to do. Such goods or materials are to be delivered free of additional charge to the Authority and at the Contractor's risk at such place or places in such quantity or numbers at such times and in such manner as the Authority or their officers may from time to time direct.

9. **Year 2000 Compliance**

All IT goods and services must be Year 2000 compliant in accordance with **DISC PD2000-1:1998 A Definition of Year 2000 Conformity Requirements.**

10. **Removal of Rejected Goods, etc**

Rejected goods or materials are to be removed by and at the expense of the Contractor within 7 days after notice shall have been given him of the rejection. If not so taken away the Authority may cause the goods or materials to be removed in such a manner as they may think fit and without incurring any liability to the Contractor in respect thereof and the costs of and incidental to such removal shall be repaid to the Authority by the Contractor on demand.

11. **Arbitration**

In the event of the rejection of goods or materials by the Authority or their officers whereby the Contractor may consider himself aggrieved a resurvey of the goods or materials by an independent person to be agreed upon between the parties to the Contract and in default of agreement to be appointed on the written application of either party by the President for the time being of the Law Society will be allowed on written application to the Authority by the Contractor within 48 hours after notice shall have been given him of such rejection.

12. **Retention of and Responsibility for Samples**

Any samples or specimens submitted in connection with goods or materials in respect of which a Tender or Quotation is accepted will be retained by the Authority until completion of the Contract. Samples or specimens are submitted entirely at the risk of the Contractor and in no circumstances shall the Authority be responsible in any way for the safety or return to the Contractor of any samples or specimens or liable for any damage which may happen thereto whilst in the custody of the Authority their Agents or workpeople.

13. **Transfer of Contract**

The contract or any part share or interest in it is not to be sub-let transferred or assigned by the Contractor directly or indirectly without the previous written consent of the Authority.

14. **Prevention or Corruption**

If the Contractor shall offer or give or agree to give or 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 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 for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the Authority or if the like acts shall be done by any person employed by the Contractor acting on his behalf whether with or without the knowledge of the Contractor or if in relation to any Contract with the Authority the Contractor or any person employed by him or acting on his behalf shall commit or shall have committed any offence under the Prevention of Corruption Act, 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under Sub Section 2 of Section 117 of the Local Government Act 1972, then and in any such case the Authority shall be at liberty without notice compensation or liability of any description to the Contractor to terminate the Contract and the rights of the Contractor thereunder and to purchase other goods or materials in place of the goods or materials outstanding or not supplied or cause the execution of such of the specified work as is not executed at the time of the termination of the Contract under this clause and any cost so incurred by the Authority in excess of the Contract price together with all expenses attending the purchase of the goods or materials or the execution of the work shall be repaid by the Contractor to the Authority on demand.

15. **British/European Union Standards**

Where a specification issued by the European Union is current at the date of the Tender or Quotation and is appropriate all goods and materials used in the execution of this contract shall be in accordance with that specification otherwise a British standard shall apply.

16. **Payment**

in accordance with these conditions, reasonable time being allowed for the passing of the account by the Authority.

17. **Time**

Time shall be of the essence of the Contract.

18. **Notices**

Any notice to the Contractor may be under the hand of the Chief Fire Officer of the Authority and shall be deemed in all respects sufficiently served if delivered or sent by post addressed to the Contractor at the address given below and if so sent by post shall be deemed to have been delivered and so served in the usual course of post.

19. **Payments, Royalties and Indemnity**

The Contractor shall at all times indemnify and keep indemnified the Authority from and against all loss damage actions suits proceedings costs damages and expenses which may be brought or made against the Authority or their authorised agents or which they may be put to suffer or sustain by reason of or arising out of the infringement by the Contractor or his sub-contractors of any patent registered design or copyright and in the event of any injunction being obtained against the use of any of the goods or materials provided under the Contract the Contractor shall forthwith replace any goods or materials the use or provision of which infringes any patent rights registered design or copyright with such goods or materials as shall be previously approved by the Chief Official concerned and which do not infringe any patent rights registered design or copyright.

20. **Bankruptcy, etc**

In case the Contractor (being an individual) shall commit any act of bankruptcy or be or become bankrupt or insolvent or in case there shall be commenced under the Companies Act in respect of the Contractor (being a Company) winding-up (or proceeding therefore) either by the Court or voluntarily or subject to the supervision of the Courts, or if the Contractor shall arrange or agree with his creditors or any of them by composition or otherwise or take the benefit of any Act for the relief of insolvent debtors, or shall do any act or take any proceedings in law having under any Act for the time being in force effects or results similar to those of bankruptcy or carry on or propose to carry on his business under inspectors or a liquidator manager receiver or committee or suffer distress or process of execution to be levied or issued against any of his property, or if the interests of the Contractor in the Contract shall be taken in execution or if the Contractor shall assign or given any lieu or any monies due or to become due to him under the Contract; then in any or either of the cases aforesaid the Authority shall have power thereupon or at any time thereafter summarily to determine the Contract by notice in writing to the Contractor.

21. **Equal Opportunities**

- i) The Contractor and any Sub-Contractor employed by the Contractor shall adopt a policy to comply with its statutory obligations under the Race Relations Act 1976 and, accordingly, will not discriminate directly or indirectly against any person because of their colour, race, religion, nationality or ethnic origin in relation to decisions to recruit, train, promote, discipline or dismiss employees.
- ii) The Contractor and any Sub-Contractor employed by the Contractor shall observe as far as possible the Commission for Racial Equalities' Code of Practice for Employment as approved by Parliament in 1983, which gives practical guidance to employers and others on the elimination of racial discrimination and the promotion of equality of opportunity in employment, including the steps that can be taken to encourage members of ethnic minorities to apply for jobs or take up training opportunities.
- iii) In the event of any finding of unlawful racial discrimination being made against the Contractor or any Sub-Contractor employed by the Contractor during the contract period by any court or industrial tribunal, or of an adverse finding in any formal investigation by the Commission for Racial Equality over the same period, the Contractor shall inform the Authority of this finding and shall take appropriate steps to prevent repetition of the unlawful discrimination.
- iv) The Contractor shall, on request, provide the Authority with details of any steps taken under Condition (3) above.
- v) The Contractor shall provide such information as the Authority may reasonably request from time to time for the purpose of assessing the Contractor's compliance with the above four conditions, including if requested examples of any instructions or other documents, recruiting advertisements or other literature, and details of monitoring or recruitment and employees.

22. **Human Rights Act 1998**

Humberside Fire Authority, as a Public Authority, acknowledges its statutory duties to comply with the European Convention on Human Rights, as prescribed under the Human Rights Act 1998.

Private Contractors that carry out public functions for the Fire Authority shall also ensure compliance with the Human Rights Act.

23. **Compliance with Bye-Laws, etc**

The Contractor shall in carrying out the terms of this Contract comply with the provisions of the Public Health Acts and all other material Acts and with the Bye-Laws or Regulations in force within the geographical areas of East riding of Yorkshire Council, Hull City Council, North East Lincolnshire Council and North Lincolnshire Council and shall be responsible for any proceedings that may be taken or instituted against him or any of his workmen or agents or the Authority or any breach thereof and shall indemnify the Authority against any such breaches as aforesaid and any proceedings in respect thereof. The Contractor shall also give all such notices (if any) as are required by law to be given to any parties or persons entitled to such notice in respect of the operations to be performed in fulfilling the terms of this contract.

24. **Injury to Persons and Property and Employers Indemnity**

