

## Purchase Order Terms and Conditions

### 1 Status of these Terms and Conditions

- 1.1 Acceptance of a purchase order ("Purchase Order") constitutes acceptance of the following terms and conditions (these "Terms and Conditions").
- 1.2 Except where there is a written contract signed by both parties these Terms and Conditions shall have precedence over all other terms and conditions, including any terms or conditions which the contractor or supplier (the "Contractor") may purport to apply or which are endorsed upon any correspondence or documents issued by the Contractor irrespective of their date of communication to the London Fire Commissioner (the "LFC"). The LFC will not be liable in respect of a Purchase Order or instructions other than those issued or confirmed on an official Purchase Order by a duly authorised representative of the LFC.
- 1.3 Nothing in these Terms and Conditions shall prejudice any conditions, warranties (express or implied) or rights of remedy to which the LFC is entitled in relation to the goods, materials, articles or services that the Contractor is required to supply under the Purchase Order (respectively, the "Goods" and/or the "Services") by virtue of statute or common law.
- 1.4 The offer shall be deemed to be accepted by the Contractor on the earlier of:
  - a) the Contractor issuing written acceptance of the Purchase Order; or
  - b) any act by the Contractor consistent with fulfilling the Purchase Order,at which point and on which date the "Purchase Order" shall become effective (the "Effective Date").

### 2 Delivery

- 2.1 The Contractor shall deliver all Goods and/or Services, as the case may be, to the location specified for delivery (the "Location") and in accordance with any delivery instructions or specifications in the Purchase Order or agreed by the parties in writing.
- 2.2 Delivery shall be completed in respect of the Goods, when the Goods have been unloaded at the Location and such delivery has been accepted in writing by a duly authorised agent, employee or representative of the LFC.
- 2.3 The quantity specified in the Purchase Order may not be changed without the LFC's prior written consent. In respect of a delivery of Goods, part deliveries may be rejected by the LFC unless the LFC has previously agreed in writing to accept such deliveries.
- 2.4 Unless otherwise stated in the Purchase Order, the Contractor is responsible for obtaining all export and import licences, consents and permits for any Goods and shall be responsible for any delays due to such licences, consents and permits not being available when required.
- 2.5 Unless agreed in writing by the parties, the Contractor shall provide at its own expense all staff, equipment, tools, appliances, materials or items required for the provision of any Services.
- 2.6 Where the LFC agrees in writing to accept delivery of the Goods and/or Services by instalments or in stages, these Terms and Conditions will be construed as a single contract in respect of each instalment or stage, as the case may be. Failure by the Contractor to deliver any one instalment shall allow the LFC at its option to treat the Purchase Order in its entirety as repudiated depending upon the circumstances of the non-delivery, such option not to be unreasonably invoked.

- 2.7 The Contractor shall immediately notify the LFC of any likely delay in delivery, dispatch, provision or completion of the Goods and/or Services and, without prejudice to any other right, the LFC shall be entitled to cancel the Purchase Order if such apprehended delay is likely to jeopardise the purpose of the order.
- 2.8 The Contractor shall provide information relating to the performance of the Services and/or any deliverables in a format, medium and at times specified by the LFC.
- 2.9 While at the Location the Contractor will comply with all relevant policies of the LFC and in the performance of the Services, the Contractor will co-operate fully with any other Contractors appointed by the LFC in connection with the provision of other services at the Location.

### 3 Time

- 3.1 The time of delivery shall be as stated on the Purchase Order (or as otherwise agreed in writing by the parties) and if no time for delivery is expressly agreed then delivery shall be made within 14 days of receipt of the Purchase Order (the "Delivery Time").
- 3.2 Time shall be of the essence and without prejudice to any other right or remedy of the LFC. Three consecutive failures to deliver at the Delivery Time shall entitle the LFC to cancel the Purchase Order and recover costs in accordance with Condition 18.

### 4 Property and Risk

- 4.1 Without prejudice to the LFC's right of rejection, property and risk in any Goods shall pass to the LFC when such Goods have been delivered to the LFC.
- 4.2 Any tools, patterns, materials, drawings, specifications and/or other data provided by the LFC to the Contractor in connection with the Purchase Order (the "Material and Tools") are to be used by the Contractor solely for the purpose of completing the Purchase Order and will at all times be at the Contractor's risk. The LFC retains ownership of the Material and Tools including intellectual property and they shall be delivered up to the LFC immediately on request.

### 5 Price

- 5.1 The Price for the supply of Goods and/or Services shall be that stated in the Purchase Order and shall be inclusive of all labour costs, equipment, materials, charges for packaging, shipping, carriage, insurance and delivery, and any duties or levies other than Value Added Tax, unless otherwise expressly stated in the Contractor's offer or agreed in writing.
- 5.2 Unless specifically stated otherwise the Price shall be in Pounds sterling.

### 6 Invoices and Payment

- 6.1 The Contractor shall only render invoices:
  - 6.1.1 in relation to Goods after completion of delivery of all the Goods in the Purchase Order; and/or
  - 6.1.2 in relation to Services upon satisfactory completion of the Services or in relation to ongoing Services within 15 days of the end of the calendar month in which the Services were provided; or
  - 6.1.3 where the parties agree delivery by instalments, after each delivered instalment.
- 6.2 Invoices must include the following details:

- 6.2.1 the Purchase Order Number, the Contractor's VAT Registration Number and where appropriate, the Contract Reference Number;
- 6.2.2 the invoice number;
- 6.2.3 a description of the Goods and/or Services delivered; and
- 6.2.4 full details of unit price, quantities, total price, any discount allowed and VAT if applicable.
- 6.3 Invoices shall be rendered separately for each Purchase Order, must not be submitted in duplicate and must be submitted:
  - 6.3.1 in hardcopy to London Fire Commissioner, Finance Department, Accounts Payable Section, 169 Union Street, London, SE1 0LL;
  - 6.3.2 in PDF format emailed to AccountsPayable@london-fire.gov.uk;
  - 6.3.3 via a CSV file emailed to Purchasing team at Purchasing@london-fire.gov.uk; or
  - 6.3.4 via the LFC's electronic invoicing system, iSupply.
- 6.4 At the request of the LFC, the Contractor shall provide all information necessary to support the invoiced amount including all relevant proof of delivery, time sheets, details of expenses incurred and invoices paid.
- 6.5 Payment will be made within 30 days of receipt of a valid invoice, if the Goods and/or Services have been delivered in accordance with these Terms and Conditions, via BACS (Bank Automated Clearing System) or such other method as the LFC may so chooses from time to time.
- 6.6 Payment will be made without prejudice to the LFC's right of rejection or any claims the LFC may have against the Contractor and prior to making payment the LFC will be entitled to make deductions against disputes or potential claims against the LFC for which the Contractor is required to indemnify the LFC under these Terms and Conditions.
- 6.7 For the avoidance of doubt the LFC shall not be liable to pay any invoice so far as it relates to goods and/or services supplied without a Purchase Order or goods and/or services supplied in excess of the Goods and/or Services required under a Purchase Order.

## **7 Packaging**

- 7.1 The Contractor will, at its own costs, comply with any special packaging requirements detailed in a Purchase Order as well as well as all relevant legal requirements.
- 7.2 Goods shall be securely packed in trade packages of a type normally used by the Contractor for commercial deliveries of the same or similar goods either in retail or in bulk quantities within the United Kingdom. The LFC is not liable, unless otherwise agreed in writing, for any packaging (or the return of any packaging). Pallets must be to Euro size.
- 7.3 In respect of Goods, the following details shall be shown on the outside of every package unless otherwise specified in the Purchase Order:
  - 7.3.1 a description of the Goods which shall include, without limitation, the weight of the Goods where available and the LFC's Purchase Order number;
  - 7.3.2 the quantity in the package where available;
  - 7.3.3 any special directions for storage;
  - 7.3.4 the expiry date of the contents where available;
  - 7.3.5 the batch number; and
  - 7.3.6 the name of the manufacturer of the Goods and of the Contractor.

- 7.4 Unless instructed otherwise by the LFC the Contractor shall collect without charge any returnable containers (including pallets) within 21 days of delivery. Empty containers not so removed may be returned by the LFC at the Contractor's expense or otherwise disposed of at the LFC's discretion.

## **8 Quality**

- 8.1 The Goods and/or Services shall be supplied strictly in accordance with any specification and/or sample previously provided to the LFC or as agreed with the LFC in writing and, unless otherwise agreed in writing, shall conform to all relevant standards, specifications and conditions.
- 8.2 Any Goods must be supplied with adequate instructions as to use and use-by date, be fit for the purpose for which they are intended, of satisfactory quality, and free from defects in design, material and workmanship.
- 8.3 The Contractor shall, in providing any Services exercise that degree of speed, care, skill, diligence and foresight which would reasonably and ordinarily be expected from a skilled and experienced service provider engaged in the provision of services similar to the Services under the same or similar circumstances as those applicable to these Terms and Conditions and which are in accordance with any codes of practice published by relevant trade associations.
- 8.4 The Contractor will indemnify and keep indemnified the LFC against any damage to its property (including any materials, tools or patterns sent to the Contractor for any purpose) and against any claims for loss, expense or injury to or of any person or to the property of any person which results during or after proper use, directly or indirectly, from defective materials, goods, services, workmanship or design used or supplied by the Contractor or by reason of the Contractor's negligence or for any act or omission on the part of the Contractor's employees, sub-Contractors, assignees, representatives or agents arising out of the execution of the Purchase Order.
- 8.5 The Contractor agrees to assign to the LFC upon request the benefit of any warranty, guarantee or similar right which it has against any third party manufacturer or contractor of the Goods and/or Services or any part thereof.
- 8.6 The LFC's rights under these Terms and Conditions are in addition to the statutory conditions, warranties and terms implied in favour of the LFC by the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982, related statutes and any statutory re-enactment(s) or modification(s) thereof.
- 8.7 The Contractor shall ensure that the Goods shall:
  - 8.7.1 correspond with their description and any applicable specification;
  - 8.7.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Contractor or made known to the Contractor by the LFC expressly or by implication, and in this respect the LFC relies on the Contractor's skill and judgement;
  - 8.7.3 where they are manufactured products, be free from defects in design, material and workmanship and remain so for 18 months after delivery; and
  - 8.7.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

## **9 Rejection**

- 9.1 In the case of Goods and/or Services found to be defective or inferior in quality to or differing in form or material from the specification, or not complying with any term, whether expressed or implied of these Terms and Conditions (the “Defective Goods and/or Services”), the LFC may, at its discretion:
- 9.1.1 cancel the Purchase Order;
- 9.1.2 require the Contractor, as soon as reasonably practicable, either to repair or replace the Defective Goods and/or Services at the Location (at the Contractor’s cost), or refund to the LFC the Purchase Order price in respect of the Defective Goods and/or Services. Any repairs, replacements or refunds shall themselves be subject to these Terms and Conditions;
- 9.1.3 in the case of defective delivery, require the Contractor to promptly reimburse the LFC in respect of any cost including but not limited to freight, clearance, duty and storage charges incurred by the LFC; and/or
- 9.1.4 purchase goods and/or services of the same or similar description to the Goods and/or Services elsewhere and recover from the Contractor the amount by which the cost of purchasing such other goods and/or services exceeds the amount that would have been payable to the Contractor in respect of the Goods or Services replaced, provided that the LFC uses all reasonable endeavours to mitigate its losses in this respect.
- 9.2 In the event of a rejection or cancellation of the Purchase Order as a result of Defective Goods or Services the LFC shall notify the Contractor in writing, and the payment obligation in relation to any such Defective Goods or Services shall be terminated forthwith. For the avoidance of doubt, if payment has already been made to the Contractor the Contractor shall refund all sums paid by the LFC to the LFC for the rejected Goods and/or Services.
- 9.3 The whole of any delivery may be rejected if a reasonable sample of any Goods taken indiscriminately from that delivery is found not to conform in every material respect to the requirements of these Terms and Conditions.
- 9.4 The LFC’s right of rejection shall continue irrespective of whether the LFC has in law accepted the Goods and/or Services.
- 9.5 Any Goods so rejected after delivery shall be removed by the Contractor at its own expense within 14 days from the date of notification of rejection. If the Contractor fails to remove them within such period the LFC may return any rejected Goods at the Contractor’s risk and expense and charge the Contractor for the cost of storage from the date of rejection.
- 9.6 The Contractor will not sell or dispose of to any person or body other than the LFC, any articles stamped or marked, “London Fire Commissioner” or bearing any other indication that such articles were manufactured for the LFC. Should the LFC reject or refuse to accept delivery of any such articles so stamped or marked and the Contractor will not resale the articles to the LFC, the Contractor must forthwith efface such stamp or mark from such articles.
- 10 Employment**
- 10.1 In performing any Services, the Contractor shall operate as, and have the status of, an independent Contractor and shall not (and neither shall any of its employees, agents, representatives or sub-Contractors) operate or have the status of agent, employee or representative of the LFC.
- 10.2 The Contractor undertakes to comply with and to ensure that all its employees, agents, representatives and sub-Contractors (“Personnel”) comply with all relevant legislation, regulations, codes of practice, guidance notes and other requirements of any relevant

- government or governmental agency, safety and security standards and site procedures and codes of the LFC; any reasonable instructions and guidelines issued by the LFC from time to time; and the LFC’s requirements in relation to security and background checks.
- 10.3 The Contractor undertakes to ensure that all of the Personnel will be appropriately qualified and experienced to undertake their tasks and will use professional skill and care of the highest standards applicable in the relevant industry in the provision of any Services which will be supplied in a professional and competent manner and will be fully supervised at all times.
- 10.4 The Contractor shall at the reasonable request of the LFC immediately (and without any compensation being payable to the Contractor) replace any of its Personnel with another employee of no less status, knowledge or experience and approved by the LFC.
- 11 Intellectual Property Rights**
- 11.1 The Contractor shall, at its expense, defend any actions arising from infringements or alleged infringements of its rights in or to exploit or to licence any right or interest of any kind arising out of or granted or created in respect of any and all patents, trade marks, service marks, domain names, registered designs, inventions, know-how, confidential information, unregistered trade marks and service marks, trade and business names, unregistered design rights and other rights in designs and rights in databases, subsisting anywhere in the world or rights of the same or similar effect or nature as or to those above, in each case, in any jurisdiction (“Intellectual Property Rights”) in connection with the Goods and/or Services and the Contractor undertakes to indemnify and keep indemnified the LFC against any costs, claims, proceedings, expenses and demands arising from the use, application, supply or delivery of any process, article, matter or thing supplied under these Terms and Conditions that would constitute or is alleged to constitute any infringement of any person’s Intellectual Property Rights.
- 11.2 Subject to any prior rights of the Contractor, and to the rights of third parties, all Intellectual Property Rights resulting from the execution of a Purchase Order shall vest in and be the absolute property of the LFC.
- 12 Confidentiality**
- 12.1 In respect of any confidential information it may receive from the other party, each party undertakes to keep secret and strictly confidential and not disclose any such confidential information to any third party, without the prior written consent of the party disclosing it.
- 12.2 Neither party shall without the prior written consent of the other disclose, copy, publicise or publish, the existence of a Purchase Order or any information related to these Terms and Conditions including, but not limited to, the name of the LFC, any Goods and/or Services or the place of delivery or performance.
- 12.3 Neither the name, logo or style of “London Fire Commissioner”, nor any Intellectual Property associated therewith nor any photograph or drawing depicting any officer of the LFC shall be included in any published material without the prior written consent of the LFC.
- 12.5 The Contractor shall:
- 12.5.1 comply and procure that its employees comply with the provisions of the Official Secrets Acts 1911 to 1989; and
- 12.5.2 assist and co-operate with the LFC (at the Contractor’s expense) to enable the LFC to comply with the requirements of the Freedom of Information Act 2000 (“FOIA”) and the Environmental Information Regulations 2004 (“EIR”), including but not limited to transferring

any request for information pursuant to such statutes to the LFC within two business days of receipt.

- 12.6 The Contractor acknowledges that the LFC shall be responsible for determining, at its absolute discretion, whether any information is exempt from disclosure or should be disclosed pursuant to the FOIA and EIR and may disclose information with or without consulting the Contractor. In no event shall the Contractor respond to a request for information without the prior written consent of the LFC.
- 12.7 The provisions of this Condition shall continue without limit in time.
- 12.8 Except with the prior written consent of the LFC or pursuant to an order of the Court, the Contractor will not make any press or similar announcements or publicise details regarding a Purchase Order or its existence in any way. The Contractor will use all reasonable steps to ensure that its sub-Contractors, employees, agents and consultants comply with this clause.
- 12.9 Notwithstanding the foregoing, the LFC will be entitled to publicise details regarding a Purchase Order and/or its existence, including making a press announcement.

### **13 Data Protection**

- 13.1 "Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 ("DPA 2018") (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party..  
"UK GDPR" has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the DPA 2018;
- 13.2 The Contractor shall comply with Data Protection Legislation. Both parties agree to use all reasonable efforts to assist each other to comply with Data Protection Legislation.

### **14 Hazards**

- 14.1 The Contractor will provide applicable hazard information such as material safety data sheets and will inform the LFC of all regulations and guidance (statutory or otherwise) which the Contractor knows or believes to be associated with any Goods and/or Services and any combination of any Goods and/or Services with another product.
- 14.2 The Contractor will indemnify the LFC against all liability and loss related to any third party claim which arises from the Contractor's or the Contractor's sub-Contractors' actions resulting in the alleged release of any waste, hazardous substance or other pollutant.

### **15 Computer Hardware/Software**

- 15.1 The Contractor warrants that all computer hardware or software supplied by the Contractor to the LFC:
  - 15.1.1 is free from defects and/or disabling codes, and has been duly tested to ensure that there are no hidden defects or disabling codes and is subject to recognised and appropriate release procedures including the latest version of a proprietary virus detection software package approved by the LFC, and the Contractor shall procure that corresponding obligations are imposed on its sub-Contractors and agents;

15.1.2 has been obtained from a reputable and reliable software developer and not through any interest group or multi-organisational software sharing scheme unless otherwise agreed in writing by the LFC; and

15.1.3 will comply and function substantially in accordance with its related user documentation.

- 15.2 The Contractor shall indemnify, keep indemnified and hold the LFC harmless against any and all losses, damages, costs, claims, proceedings, or expenses sustained or incurred directly or indirectly by the LFC as a result of the Contractor's breach of the above warranties.

### **16 Assignment and succession**

- 16.1 The Contractor shall not transfer, assign, novate, sub-contract or otherwise dispose of their obligations under a Purchase Order without the prior written consent of the LFC, which consent may be conditional upon such assignee or sub-contractor accepting these Terms and Conditions or conditions as the LFC may think fit to impose.
- 16.2 Where the Contractor enters into a contract with a Contractor or sub-contractor for the purpose of performing its obligations under or any part of it, it shall ensure that the sub-contract requires payment within a maximum period of 30 days from receipt of a valid invoice as defined by these Terms and Conditions.
- 16.3 The LFC will be entitled to assign, novate or otherwise dispose of its rights and obligations under a Purchase Order to any contracting authority or other body which substantially performs any of the functions that previously had been performed by the LFC, provided that any such assignment, novation or other disposal will not increase the burden of the Contractor's obligations pursuant to these Terms and Conditions.

### **17 Liability and Insurance**

- 17.1 The Contractor will be liable for and will immediately on demand indemnify the LFC in full against any expense (including any legal or other professional expense), costs, liability, loss, damage, claim or proceedings, directly or indirectly incurred or suffered by the LFC:
  - 17.1.1 arising under any statute or at common law in respect of personal injury to or death of any person whomsoever, or damage to property arising out of, or in the course of, or caused by the provision of Goods and/or Services under a Purchase Order except to the extent that the same is due to any act or neglect of the LFC or of any person for whom the LFC is responsible;
  - 17.1.2 arising from or in connection with the breach of any third party's Intellectual Property Rights as a result, directly or indirectly, of the provision of Goods or Services under a Purchase Order;
  - 17.1.3 as a result of or in connection with any act or omission of the Contractor or its employees, agents or sub-Contractors in supplying, delivering and /or installing Goods or performing Services under a Purchase Order;
  - 17.1.4 arising from or in connection with the breach of these Terms and Conditions in relation to a Purchase Order or any warranty given by the Contractor in relation to the Goods and/or Services under a Purchase Order.
- 17.2 The Contractor shall have in force and maintain adequate insurance with a reputable insurance company in respect of its liabilities imposed by these Terms and Conditions in relation to a Purchase Order. The Contractor agrees that any monies received by the Contractor from the insurance company in full or part settlement of a claim arising out of a

Purchase Order and paid by or due to the LFC shall be paid immediately to the LFC without offset or counterclaim.

- 17.4 The Contractor shall within 7 days of a written request by the LFC produce all evidence of insurance, together with details of all conditions, warranties, extensions and exclusions.
- 17.5 This Condition 17 shall survive the termination of the Purchase Order.

## **18 Cancellation**

- 18.1 The LFC is entitled to cancel a Purchase Order (or any part of it) immediately by notice to the Contractor and to reimbursement in respect of the Purchase Order price (or the appropriate part thereof) and all loss and/or expense (which shall include all reasonable costs of the LFC for the time spent by its employees, agents or representatives in cancelling the Purchase Order and making alternative arrangements for the provision of the Goods and/or Services) suffered as a direct or indirect result of:
  - 18.1.1 the failure of the Contractor to deliver any Goods and/or Services in accordance with Conditions 2 (Delivery), 3 (Time) or 8 (Quality); or
  - 18.1.2 the circumstances described in Condition 9 (Rejection).
- 18.2 Cancellation shall not relieve either party from any liability or right accrued prior to such cancellation or expiry.
- 18.3 The LFC shall be entitled to terminate a Purchase Order at any time and for any reason whatsoever by giving the Contractor 10 days' written notice. The LFC reserves the right to direct the Contractor to cease all work connected with a Purchase Order during the period of notice. Where the LFC has invoked either of these rights, the Contractor may claim reasonable costs necessarily and properly incurred by it prior to the date of termination, excluding loss of profit. For the avoidance of doubt the Contractor's claim under this condition may not exceed the total cost of the Purchase Order had it not been terminated, less any sums already paid.
- 18.4 In the event of any strike, lockout, fire, explosion or accident or of any stoppage of the Contractor's business or work beyond its control which may prevent or hinder the use or delivery of any Goods and/or Services, the payment for such may be suspended or postponed at the LFC's option until the circumstances preventing or hindering the use or delivery of such Goods and/or Services has ceased. If such prevention or hindrance continues for more than 20 days the LFC shall be entitled to cancel the Purchase Order.

## **19 Consequences of Cancellation**

On cancellation of the Purchase Order, the Contractor shall, not later than 7 days after the LFC's request:

- 19.1 deliver to the LFC (or as the LFC shall direct) all quantities of any Goods in its possession;
- 19.2 return to the LFC all documents and/or materials provided to the Contractor by the LFC; and
- 19.3 ensure that all documents and/or materials containing Intellectual Property Rights and/or any information of a technical nature relating to the Goods and/or Services, the manufacture of any Goods, or of a confidential nature, are returned to the LFC or destroyed by the Contractor (including all copies) at the LFC's option.

## **20 Law**

These Terms and Conditions shall be governed and construed according to English law and the parties hereby submit to the jurisdiction of the English courts.

## **21 Equality and Diversity**

- 21.1 During the Term of the Agreement the Contractor shall not itself, or through a servant or agent, discriminate against any person on any grounds contrary to the provisions of the Equality Act 2010.
- 21.2 The Contractor shall require that any sub-Contractor engaged in or about the work to comply with the foregoing paragraph.
- 21.3 The Contractor shall work with the LFC as reasonably required throughout the term of a Purchase Order to enable the LFC to fulfil its duties under the Equality Act 2010. In the event that the Contractor breaches any provision of this clause in a material respect, the LFC shall have the right to terminate the Purchase Order.
- 21.4 The Contractor shall comply with:
  - 21.4.1 the terms of the LFC's equality and diversity policy as provided to the Contractor from time to time; and
  - 21.4.2 any other requirements and instructions which the LFC reasonably imposes in connection with any equality obligations imposed on the LFC at any time under applicable equality law.
- 24.5 The Contractor shall take all necessary steps, and inform the LFC of the steps taken, to prevent unlawful discrimination designated as such by any court or tribunal.

## **22 Bribery and Bar on Employment of the LFC's Employees**

- 22.1 The Contractor or anyone associated with the Contractor (associates shall be determined in accordance with section 8 of the Bribery Act 2010) shall not offer or give, or agree to give, to any officers or staff or representatives of the LFC any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or for having done or refrained from doing, any act in relation to the obtaining a Purchase Order or any other contract with the LFC or for showing or refraining from showing favour or disfavour to any person in relation to the Purchase Order or any other such contract with the LFC.
- 22.2 The Contractor's attention is drawn to the criminal offences created by the Prevention of Corruption Acts 1889 to 1916 and the Bribery Act 2010; any breach of these acts shall be a material default upon which the LFC may immediately terminate a Purchase Order.
- 22.3 The Contractor hereby agrees and undertakes that it will not during the Purchase Order directly or indirectly unless with the written agreement of the LFC (which shall not be unreasonably withheld):
  - 22.3.1 employ or engage any employee of the LFC, except in circumstances where the employee's employment with the LFC has ceased before the employment or engagement with the Contractor commences; or
  - 22.3.1 induce or procure any employee of the LFC to do anything which if done by such employee will be a breach of any obligations they may owe to the LFC.
- 22.4 If any breach of Condition 22.1 is suspected or known, the Contractor must notify the LFC immediately.

## **23 Transparency**

The Contractor acknowledges that the LFC is subject to the Elected Local Policing Bodies (Specified Information) Order 2011. The Contractor gives consent to the LFC to publish the details of a Purchase Order, information regarding any tender process for a Purchase Order,

and information regarding amounts paid to the Contractors under a Purchase Order (the "Contract Information"). The LFC in its absolute discretion may redact all or part of the Contract Information prior to its publication. The LFC shall make the final decision regarding publication and/or redaction of the Contract Information.

**24. Labour Clause**

- 24.1 The Contractor will at all times during the continuance of a Purchase Order:
  - 24.1.1 comply fully with the terms of any collective agreement entered into between one or more trade unions and any association of employers of which the Contractor is a member;
  - 24.1.2 shall not itself, or through a servant or agent, perform any act intended to discourage employees or prospective employees from becoming or continuing as members of a trade union;
  - 24.1.3 the Contractor shall not itself, or through a servant or agent, penalise employees or prospective employees in any way by reason of their membership of a trade union.
- 24.2 In the event that the Contractor breaches any provision of this clause in a material respect the LFC shall have the right to terminate a Purchase Order.
- 24.3 No underletting or sub-contracting on the part of the Contractor will operate to relieve the Contractor in any respect from their liability to the LFC in relation to Purchase Order under this clause, and the Contractor will be and be held responsible to the LFC for the due performance and observation of this clause by all sub-Contractors.

**25 Statutory and other regulations**

- 25.1 The Contractor will in all matters arising from the performance of a Purchase Order conform at its own expense 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 that are applicable to this Purchase Order.
- 25.2 Any approval by the LFC will not of itself remove the need for the Contractor to obtain any necessary consents or licences or approvals whatsoever required as a result of or in connection with the execution or performance of a Purchase Order.
- 25.3 While on the LFC premises the Contractor will at all times ensure that its employees, agents and sub-contractors comply in all respects with the LFC's health and safety policy and with the lawful requirements of the LFC's Health and Safety Manager.

**26 Best Value**

The Contractor agrees to actively promote, support and assist the LFC in discharging its duty of obtaining best value when purchasing goods and services and either alone or jointly with the LFC seek to identify steps which may result in savings for the LFC or the Contractor or both.

**27 Contract (Rights of Third Parties Act) 1999**

A person who is not a party to this Purchase Order shall not have any rights under or in connection with it.