

**PURCHASE ORDER TERMS AND CONDITIONS FOR GOODS AND SERVICES**

The Purchase Order constitutes an offer by the Authority to purchase the Goods and/or Services from the Supplier in accordance with these Terms and Conditions

No terms or conditions submitted at any time by the Supplier shall form any part of the Contract. In the event of a conflict between any of these Conditions and any specific term or condition (whether in the Contract or otherwise) referred to in the Purchase Order, these Purchase Order Terms and Conditions shall prevail.

If the Purchase Order, however, relates to a contract that has already been put in place then the terms and conditions agreed as part of that contract shall apply instead.

**1. DEFINITIONS**

1.1 In these Conditions:

<b>"Authority"</b>	means the Police and Crime Commissioner of the police force(s)/police area(s) identified within the Purchase Order
<b>"Confidential Information"</b>	means information or Data that ought to be considered as confidential (however it is conveyed or on whatever media it is stored), including trade secrets, Intellectual Property Rights and know-how of either Party, information the disclosure of which would, or would be likely to, prejudice the commercial interests of any person, and all personal data and sensitive personal data within the meaning of the DPA 2018;
<b>"Contract"</b>	means the Contract between the Authority and the Supplier consisting of the Purchase Order, these Conditions, and any other documents (or parts thereof) specified in the Purchase Order;
<b>"Delivery Date"</b>	Means the date on which the Goods are to be delivered to the Authority, as specified in the Purchase Order
<b>"Goods"</b>	means any such goods and associated documentation as are to be supplied to the Authority by the Supplier pursuant to or in connection with the Purchase Order;
<b>"Intellectual Property Rights"</b>	means any and all patents, trademarks, service marks, copyright, moral rights, rights in design, know-how, and all or any other intellectual or industrial property rights whether or not registered or capable of registration and whether subsisting in the United Kingdom or any other part of the world together with all or any goodwill relating or attached thereto;
<b>"Party"</b>	means, as the context dictates, the Authority or the Supplier, and Parties means both;
<b>"Price"</b>	means the price of the Goods and/or Services as specified within the Purchase Order;
<b>"Purchase Order"</b>	means the document setting out the Authority's requirements, issued to the Supplier for the provision of Goods and/or Services;
<b>"Services"</b>	means any the services (or any part of them) to be provided as specified, including any planning, preliminary or preparatory work, pursuant to or in connection with the Purchase Order;
<b>"Supplier"</b>	means the person, firm or company who is the Supplier of the Goods and/or Services named in the Purchase Order.

**2. VARIATION**

- 2.1 These Conditions may only be varied with the written Contract of the Authority.
- 2.2 The Authority reserves the right by reasonable notice to the Supplier to vary the Goods and/or Services detailed in the Purchase Order and any alteration to the Price or delivery date arising by reason of such modification shall be agreed between the parties and evidenced in writing.
- 2.3 The Contract shall become binding and these Conditions shall be deemed to have been accepted by the Supplier on the acceptance of the Purchase Order by the Supplier

(either verbally or in writing) or upon delivery of the Goods and/or Services, whichever is the earlier.

**3. SUPPLY OF GOODS**

- 3.1 The Authority may submit Purchase Orders for Goods at any time.
- 3.2 The Supplier shall supply Goods in accordance with the Authority's Purchase Order, by the delivery date specified in the Purchase Order, or, if none is specified, within five (5) working days of submitting the Purchase Order.
- 3.3 The Authority may amend or cancel the Purchase Order in whole or in part at any time before delivery by giving the Supplier written notice. The Authority shall pay the Supplier fair and reasonable compensation for any work in progress manufacturing the Goods at the time of cancellation of the Purchase Order, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 3.4 The Supplier shall ensure that the Goods:
  - 3.4.1 shall be to the reasonable satisfaction of the Authority and shall conform in all respects with any specification and particulars, including quantity, quality and description, specified in this Contract;
  - 3.4.2 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 Supplier or made known to the Supplier by the Authority expressly or by implication, and in this respect the Authority relies on the Supplier's skill and judgement;
  - 3.4.3 where they are manufactured products, be free from defects in design, material and workmanship; and
  - 3.4.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods or other similar instruments from time to time in force.
- 3.5 The Authority has the right to inspect and test the Goods at any time before delivery.
- 3.6 If following such inspection or testing the Authority considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clause 3.4, the Authority shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.7 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under this Contract, and the Authority shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.
- 3.8 The provisions of this clause 3 shall apply during the continuance of this Contract and after its expiry or termination howsoever arising.
- 4. **SUPPLY OF SERVICES**
  - 4.1 The Supplier shall from the Commencement Date and for the duration of the Contract Period provide the Services to the Authority as set out in the Purchase Order and any documentation appended thereto and in accordance with this Contract.
  - 4.2 The Supplier warrants that it shall:
    - 4.2.1 meet any performance dates for the Services specified in the Purchase Order, this Contract or as notified to the Supplier by the Authority;
    - 4.2.2 co-operate with the Authority in all matters relating to the Services, and comply with all instructions of the Authority;
    - 4.2.3 perform the Services with all the due skill, care and diligence to be expected of a competent supplier experienced in providing services of a similar kind, scope and complexity as the Services;
    - 4.2.4 appropriately select and use Supplier's Personnel who are suitably skilled, trained, experienced, and security cleared (as required) to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
    - 4.2.5 adequately supervise and manage the Supplier's Personnel properly to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
    - 4.2.6 ensure that if any of the Supplier's Personnel are not British citizens, Swiss nationals or a national of a country in the European Economic Area, the Supplier shall ensure that the Supplier's Personnel has the necessary Home Office permission to work and shall ensure compliance with the Immigration, Asylum

and Nationality Act 2006 and any other Legislation relevant to the legality of employing any person who is not a British national;

- 4.3.7 ensure that the Services conform with all descriptions and specifications set out in any Specification, and that the deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Authority;
- 4.3.8 provide all equipment, tools and vehicles and use the best quality goods, materials, standards and techniques, and ensure that the deliverables, and all goods and materials supplied and used in the Services or transferred to the Authority, will be free from defects in workmanship, installation and design;
- 4.3.9 obtain and at all times maintain all necessary licences and consents, and comply with all applicable Legislation;
- 4.3.10 observe all health and safety rules and regulations and any other security requirements that apply at any of the Authority's premises; and
- 4.3.11 hold all Authority materials in safe custody at its own risk, maintain the Authority materials in good condition until returned to the Authority, and not dispose or use the Authority materials other than in accordance with the Authority's written instructions or authorisation. All Authority materials are the exclusive property of the Authority.
- 4.4. The Authority's rights under this Contract are in addition to the statutory terms implied in favour of the Authority (so far as not inconsistent with any express terms of this Contract) including those terms implied under the Supply of Goods and/or Services Act 1982.
- 5. **PRICE**
  - 5.1 The Supplier shall be deemed to have satisfied itself before entering into this Contract as to the accuracy and sufficiency of the Price which shall, except where expressly provided to the contrary, cover all the Supplier's obligations under this Contract and the Supplier shall be deemed to have obtained for itself all necessary information as to risks, contingencies and any other circumstances which might reasonably influence or affect the Price.
- 6. **PAYMENT**
  - 6.1 In consideration of the performance of the Supplier's obligations under this Contract, the Authority shall pay the Price.
  - 6.2 All rates and prices are exclusive of Value Added Tax (VAT). If appropriate, VAT will be added at the relevant rate and will be shown as a separate net item on each invoice submitted.
  - 6.3 Except where otherwise provided in this Contract, the amount payable to the Supplier for the performance of this Contract shall be inclusive of all costs, including but not limited to staff, facilities, equipment, materials and all other expenses incurred by the Supplier in discharging its obligations under this Contract.
  - 6.4 Invoices shall be submitted to the invoice address specified in the Purchase Order or otherwise instructed by the Authority in writing.
  - 6.5 The Supplier shall submit to the Authority such records as the Authority may reasonably require to enable the Authority to verify the information and the amounts referred to in that invoice.
  - 6.6 To the extent that the Price:
    - 6.6.1 is a fixed sum it shall be payable to the Supplier on either completion of the Services or on successful delivery of the Goods;
    - 6.6.2 is an annual sum it shall accrue on a daily basis and shall be payable to the Supplier monthly in arrears;
    - 6.6.3 is payable by reference to:
      - (a) a schedule of rates; and/or
      - (b) the quantity of Services provided during any given period,
- 6.7 Upon receipt of a valid and correct invoice, the Authority shall make payment of the Price or the invoiced portion of the Price within 30 calendar days.
- 6.8 In respect of Services, the Supplier shall submit a single, fully itemised invoice for the Services undertaken during that period to which the invoice relates unless this Contract specifies payment is due upon acceptance of the Services

		<p>replaced Goods to the delivery location in accordance with timescales specified by the Authority provided that:</p>
<p>6.9 In respect of Goods the Supplier shall submit a single, fully itemised invoice for the Goods or any specified or agreed instalment of the Goods.</p>	<p>7.24 if the Supplier requires the Authority to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier. The Authority accepts no liability in respect of the non-arrival at the Supplier's premises of the packaging materials.</p>	<p>9.2.2.1 in the case of damage to such Goods in transit the Authority shall within fifteen (15) working days of delivery give notice to the Supplier that the Goods have been damaged;</p>
<p>6.10 All payments must be invoiced and made in pounds sterling.</p>	<p>7.25 any equipment, plant or unused materials utilised during the delivery are removed from the Delivery Location and all rubbish arising from the delivery is cleared away.</p>	
<p>6.11 The Authority may withhold or delay payment of any invoice where it disputes the invoice or where the Goods and/or the Services referred to in it have not been provided in accordance with this Contract.</p>	<p>7.3 The Supplier shall deliver the Goods specified in the Purchase Order:</p>	<p>9.2.2.2 in the case of non-delivery the Authority shall (provided that the Authority has been advised in writing of the dispatch of Goods in accordance with clause 9.1) within ten (10) working days of the notified date of delivery give notice to the Supplier that the Goods have not been delivered.</p>
<p>6.12 Without prejudice to the Authority's other rights and remedies wherever any sum of money is recoverable from or payable by the Supplier, that sum may be deducted from any sum then due, or which at any later time may become due, to the Supplier under this Contract or under any other Contract or contract with the Authority.</p>	<p>7.3.1 on its relevant Delivery Date or as stated in writing by the Authority;</p> <p>7.3.2 at the Delivery location; and</p> <p>7.3.3 during the Authority's normal business hours or as instructed by the Authority.</p>	<p>10. <b>INSPECTION, REJECTION AND GUARANTEE</b></p>
<p>6.13 Where the Supplier enters into a sub-contract for the purpose of performing its obligations under this Contract, it shall cause a term to be included in such sub-contract which requires payment to be made by the Supplier to the subcontractor within a specified period not exceeding 30 calendar days from receipt of a valid and undisputed invoice as defined by the sub-contract.</p>	<p>7.3 The delivery of Goods is completed on the completion of unloading of those Goods at the Delivery location.</p>	<p>10.1 The Supplier shall permit the Authority or its authorised representative to make any inspections or tests which may reasonably be required and the Supplier shall afford all reasonable facilities and assistance free of charge at the Supplier's premises. No failure to make a complaint at the time of such inspections or tests and no approval given during or after such tests or inspections shall constitute a waiver by the Authority of any rights or remedies in respect of the Goods and, in particular, the Authority retains the right to reject the Goods.</p>
<p>6.14 The Supplier shall ensure that all sub-contracts shall contain a provision requiring the subcontractor to include a clause to the same effect as clause 6.13 above in any contracts the subcontractor enters into wholly or substantially for the purpose of performing or contributing to the performance of the whole or any part of this Contract.</p>	<p>7.4 Except where otherwise provided in this Contract, delivery shall include, at no extra cost to the Authority, the unloading and stacking of the Goods by the Supplier at such place within the Delivery location as the Authority shall reasonably require.</p>	<p>10.2 The Authority may, notwithstanding the use or any continued use by the Authority of the Goods after the right of rejection thereof has arisen, reject by notice in writing any of the Goods which in the opinion of the Authority, are not of satisfactory quality and/or fit for their purpose and/or fail to meet the requirements of this Contract. Any Goods not so rejected shall be deemed to have been accepted by the Authority. Such notice shall be given within a reasonable time after delivery to the Authority of the Goods concerned. If the Authority shall reject any of the Goods pursuant to this clause 10 the Authority shall be entitled (without prejudice to other rights and remedies) either:</p>
<p>6.15 In performing its obligations under this Contract, the Supplier is prohibited from taking or seeking to take advantage of any particular taxation regime (including the use of any offshore tax haven) which will or may enable the Supplier to avoid liability for any taxation in the United Kingdom. In the event that the Supplier or the Supplier's personnel or anyone acting on the Supplier's behalf (with or without its knowledge) breaches this Clause, the Authority reserves the right to terminate this Contract by notice in writing with immediate effect and recover from the Supplier any loss resulting from such termination including the administrative costs of re-tendering the requirement and any difference in the rates or prices which the Authority may have to pay to a new contractor where such rates or prices are higher than the rates or prices payable under this Contract.</p>	<p>7.5 Any access to the Delivery Location and any labour and equipment that may be provided by the Authority in connection with the delivery shall be provided without acceptance by the Authority of any liability whatsoever.</p>	<p>10.2.1 at the Supplier's expense to have the Goods concerned as quickly as possible and in any event within five (5) working days either repaired by the Supplier or (as the Authority shall elect) replaced by the Supplier with Goods which conform in all respects with this Contract and due delivery shall not be deemed to have taken place until such repair or replacement has occurred; or</p>
<p>6.16 The Supplier shall not suspend the supply of the Goods and/or Services unless the Supplier is entitled to terminate the Contract for failure to pay an undisputed sum. Interest shall be payable at an annual rate of 4% above the Bank of England base rate from time to time in force and the Parties agree that this clause constitutes a substantial remedy for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998 (as amended).</p>	<p>7.6 Where any access to the Delivery Location is necessary in connection with delivery the Supplier shall be responsible for the observance by itself and the Supplier's personnel of all such rules, site regulations, policies, procedures, requirements (including those relating to security arrangements) and safety precautions necessary for the protection of itself and the Supplier's Personnel and any other persons including all precautions required to be taken by or under all applicable laws, enactments, orders, regulations, other similar instruments and codes of practice. The Supplier and the Supplier's personnel shall co-operate fully with the Authority to ensure the proper discharge of these duties.</p>	<p>10.2.2 to treat this Contract as discharged by the Supplier's breach and require a refund from the Supplier in respect of the Goods concerned and engage an alternative contractor to provide the outstanding balance of the goods. The Contractor shall pay the Authority any difference in the price of the Goods which the Authority may have to pay to the new contractor where such price is higher than the price payable under this Contract.</p>
<p>6.17 In any event, all invoices must be provided to the Authority within 90 days of completion of delivery of the relevant Goods and/or Services to which the invoice relates. Invoices delivered after the expiry of this period shall be invalid and the Authority shall have no liability in respect of such invoices.</p>	<p>7.7 Where any access to the delivery location is necessary in connection with delivery the Supplier shall on completion of the delivery leave the Delivery location in a neat and tidy condition.</p>	
<p>6.18 With effect from 18 April 2020, the Authority shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.</p>	<p>7.8 Unless expressly agreed to the contrary in this Contract or subsequently in writing by the Parties the Authority shall not be obliged to accept delivery by instalments. If, however, the Authority does specify or agree to delivery by instalments, delivery of any instalment later than the time specified or agreed shall, without prejudice to any other rights or remedies of the Authority, entitle the Authority to terminate the whole of any unfulfilled part of this Contract without further liability.</p>	
<p>6.19 For the purposes of Clause 6.18, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.</p>	<p>7.9 If the Authority rejects any Goods they are returnable at the Supplier's risk and expense. If the Supplier fails to collect rejected Goods within a reasonable period after notification of the rejection, the Authority may charge the Supplier storage costs and sell or dispose of the rejected Goods. The Authority will account to the Supplier for the proceeds of sale (if any) after deducting the purchase price paid for the Goods, storage costs and its reasonable costs and expenses in connection with the sale.</p>	
<p>7. <b>DELIVERY</b></p>	<p>8. <b>TITLE AND RISK</b></p>	
<p>7.1 The Supplier shall deliver all Goods and Services, as the case may be, to the location specified for delivery and in accordance with any delivery instructions or specifications set out in the Purchase Order or agreed by the parties in writing.</p>	<p>8.1 Title and risk in the Goods shall without prejudice to any of the rights or remedies of the Authority (including the Authority's rights and remedies under Condition 10) shall pass to the Authority on delivery.</p> <p>8.2 Transfer of title and risk shall not relieve the Supplier of any of its obligations under this Contract.</p>	<p>10.3 Unless agreed otherwise, the Supplier shall guarantee the Goods for the period stated in the Purchase Order or, if not stated, for the shorter of 12 months from putting into service or 18 months from delivery. If the Authority shall within such guarantee period or within twenty (20) working days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such period under proper and normal use, the Supplier shall (without prejudice to any other rights and remedies which the Authority may have) as quickly as possible remedy such defects (whether by repair or replacement as the Authority shall elect) without cost to the Authority, unless otherwise instructed. If instructed otherwise by the Authority, an appropriate deduction may be made from the contract sum of the Price.</p>
<p>7.2 The Supplier shall ensure that:</p>	<p>8.3 The Supplier warrants that the Goods shall be free from all encumbrances when title and risk pass.</p>	<p>10.4 The Supplier shall, immediately following notification by the Authority of any defect in the Goods, submit to the Authority written proposals for the repair or replacement of the Goods and state the time required for such repair or replacement (and the time for removing the Goods from the delivery location where necessary). If these proposals are not received by the Authority within ten (10) working days of the Authority's notification, or are not acceptable to the Authority, repair or replacement (or removal) may be arranged by the Authority from an alternative source at the Supplier's expense.</p>
<p>7.2.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;</p>	<p>9. <b>DAMAGE IN TRANSIT</b></p>	
<p>7.2.2 each delivery of Goods is accompanied by a delivery note which shows the order number, the type and quantity of Goods (including the code number of the Goods, where applicable), the net and tare weights, special storage instructions (if any) and, if the relevant Purchase Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered;</p>	<p>9.1 On dispatch of any consignment of Goods, the Supplier shall send to the Authority a written advice note specifying the Authority's Purchase Order number, a description of the Goods, the means of transport, the place and date of dispatch, the number of packages and their weight and volume.</p>	<p>10.5 Any Goods rejected or returned by the Authority as described in clause 10.2 or 10.3 shall be returned to the Supplier at the Supplier's risk and expense.</p>
<p>7.2.3 all containers of hazardous Goods (and all documents relating thereto) shall bear prominent and adequate warnings and</p>	<p>9.2 Where the Goods are either damaged in transit or having been placed in transit fail to be delivered to the Authority, the Authority shall elect:</p> <p>9.2.1 to reject the consignment; or</p> <p>9.2.2 to require the Supplier, free of charge to the Authority, to repair or replace (at the option of the Authority) the Goods and deliver the repaired or</p>	<p>10.6 Any Goods repaired or replaced under clause 10 shall be subject to the same guarantee period specified in clause 10.3 which shall run from the actual date of delivery of the Goods following their repair or replacement.</p>

11.	<b>MONITORING PERFORMANCE</b>		(including death) is caused by the negligent or willful act of the Authority, its servants or agents.	16.3.2	which is required to be disclosed by law whether under the FOIA or EIR (as defined in Clause 17.1 below) or otherwise;
11.1	The Authority reserves the right to monitor the Supplier's performance of its obligations under this Contract by any means it considers appropriate at its absolute discretion, including by unannounced inspections.	14.4	The Supplier shall indemnify and keep indemnified the Authority, its servants and agents fully against any tax, national insurance contributions or similar imposed in respect of the Supplier's Personnel.	16.3.3	which is required to be disclosed by order of a court of competent jurisdiction;
11.2	The Supplier shall assist the Authority as necessary and undertake as requested any monitoring of the Services or of the users or recipients of the Services as the Authority shall require in order for the Authority to fulfil any of its statutory obligations, including, without limitation, to meet its obligations under the Equality Act 2010.	14.5	Notwithstanding anything to the contrary contained in this Contract, the Authority's liability whether arising from breach of contract, tort (including negligence), breach of statutory duty or otherwise shall be limited as follows:	16.3.4	which is required to be disclosed by the Authority to any department, office or agency of the government which includes the Commission for Local Administration and the Audit Commission and any successor body with responsibility for auditing public bodies;
12.	<b>INTELLECTUAL PROPERTY</b>	14.5.1	in accordance with Clause 14.6: unlimited; and	16.3.5	which was obtained from a third party without obligation of confidentiality;
12.1	The Supplier shall not in connection with the provision of the Goods and/or Services use, manufacture, supply or deliver any process, article, matter or thing, the use, manufacture, supply or delivery of which would be an infringement of any Intellectual Property Rights.	14.5.2	in respect of all other liability falling outside of Clause 14.6 arising out of or in connection with its obligations (other than its obligation to pay the Price) under this Contract and all actions, claims, demands, proceedings, costs and expenses arising in respect of it: £100,000.	16.3.6	was already in the possession of the Party making the disclosure without restrictions as to its use before it came into that Party's possession or knowledge as a result of or in connection with this Contract; or
12.2	The Supplier shall indemnify the Authority against all actions, claims, demands, proceedings and Losses arising from or incurred by reason of any infringement or alleged infringement of any Intellectual Property Right by the use, manufacture, supply or possession of any Goods supplied by the Supplier or by the Authority's use of the Goods and/or receipt of the Services,	14.6	Neither Party limits its liability for death or personal injury caused by the negligence of itself or any of its employees or agents acting in the course of their employment or in respect of a misrepresentation made fraudulently or in respect of any breach of an implied term in respect of title to goods.	16.3.7	is reasonably required by any person engaged in the performance of their obligations in relation to this Contract for the performance of those obligations
12.3	The provisions contained in this Clause <del>Error! Reference source not found</del> shall survive expiry or Termination (for any reason).	14.7	The Supplier's liability for any breach of Clause 26 (Data Protection) or any breach of Data Protection Legislation shall be unlimited.	16.4	The Supplier hereby consents to the Authority providing the prices of the Goods and/or the Services or other details of this Contract to any other police authority solely for the purpose of enabling that authority to evaluate any potential contract which it may enter into with the Supplier.
13.	<b>HEALTH AND SAFETY</b>	15	<b>INSURANCE</b>	16.5	Notwithstanding any other term of this Contract, the Supplier hereby gives its consent for the Authority to publish this Contract in its entirety to the general public subject to the Authority redacting any information which is exempt from disclosure in accordance with the provisions of the FOIA or the EIR and the Supplier shall assist the Authority in identifying such exempt information. The Supplier also gives its consent for the Authority to publish Management Information arising under this Contract to the general public, which includes:
13.1	The Supplier represents and warrants to the Authority that the Supplier has satisfied itself that all necessary tests and examinations have been made, or will be made, prior to delivery of the Goods to ensure that the Goods are designed and constructed so as to be safe and without risk to health or safety of persons using the same, and that it has made available to the Authority adequate information about any precautions that should be taken in respect of the Goods. The Supplier shall also ensure that the Goods are delivered in a safe manner without risk to health or safety of persons delivering or receiving delivery of the same.	15.1	Without limiting its liability hereunder the Supplier shall maintain insurance throughout the duration of this Contract and for a period of six years following Termination, with an insurance company of good repute and at its own cost the required insurance policies.	16.5.3	total contract value;
13.2	The provisions of this clause 13 shall apply during the continuance of this Contract and after its expiry or termination howsoever arising.	15.2	Each of the required insurance policies must contain an indemnity to principles clause.	16.5.4	invoice dates;
13.3	The Supplier shall have due regard for and comply with its legal obligations under the Health and Safety at Work etc Act 1974 ("H&S Act") and the Management of Health and Safety at Work Regulations 1999 and any amendments or regulations thereto. Particular attention is drawn to requirements of the H&S Act relating to safe working practices, use of safety equipment, all road safety measures and the conduct of persons employed.	15.3	The Supplier shall upon request produce to the Authority for inspection:	16.5.5	VAT rate; and
13.4	The Supplier shall indemnify and keep indemnified the Authority against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Authority may suffer or incur as a result of or in connection with any breach of this Condition 13.	15.3.1	the originals of the required insurance policies or evidence in the form of a broker's letter that such policies are in place; and	16.5.6	total amount of each invoice submitted under this Contract, which for the avoidance of doubt shall not be Confidential Information for the purposes of this Contract.
14.	<b>INDEMNITY</b>	15.3.2	documentary evidence (including cover notes and premium receipts) that such insurances are properly maintained, and the Supplier shall provide copies of any such documents as the Authority may reasonably require.	16.6	The Authority may discuss with the Supplier its proposed decision with regard to whether any information should be redacted in accordance with Clause 16.4 before publication of this Contract and will consider any representations made by the Supplier with regard to the extent of the redaction, if any, but the final decision as to both redaction and publication will be for the Authority alone to make.
14.1	Subject to Clause 14.2 and without prejudice to any rights or remedies of the Authority, the Supplier shall indemnify the Authority, and keep it indemnified, from and against any and all losses, costs, expenses, damages, claims, demands or proceedings whatsoever and howsoever to the extent arising directly (but not indirectly or consequentially) whether in contract, tort (including negligence), under statute, in common law or otherwise out of the act, default, negligence, breach of contract, breach of statute or statutory duty by the Supplier or any of its employees or agents acting within the course of their employment or any of its subcontractors and their employees or agents.	15.4	The Supplier shall give immediate written notice to the Authority in the event of any cancellation or material change to any of the required insurance policies.	16.7	The Supplier shall assist and cooperate with the Authority (at the Supplier's expense) to enable Authority to publish this Contract in accordance with Clause 16.5 in a timely manner.
14.2	The Supplier's liability under Clause 14.1 is limited as follows:	15.5	In the event that the Supplier fails to comply with this Clause 15 and at any time fails to have in place any of the required insurance policies the Authority may itself provide or arrange such insurance(s) and may charge the price of so doing together with an administration charge of 10% of such price to the Supplier which sum it may recover from the Supplier either by way of a deduction from any amounts payable by the Authority to the Supplier under this Contract or by recovering the same as a debt due to the Authority from the Supplier	16.8	Notwithstanding any other term of this Contract, the Parties agree that the Authority is entitled to share the terms of this Contract, any information provided by or produced pursuant to the same as well as Confidential Information with Her Majesty's Inspectorate of Constabulary and Fire & Rescue Services ("HMICFRS") (or any successor body) and the Independent Office for Police Conduct ("IOPC") (or any successor body). Furthermore, the Supplier shall provide such assistance as may be required by the Authority in relation to any request for information received from HMICFRS and/or the IOPC.
14.2.1	in accordance with Clause 14.6: unlimited;	16.	<b>CONFIDENTIALITY</b>	16.9	The provisions of this Clause 16 shall survive the Termination of this Contract and shall continue in full force and effect without limit in time.
14.2.2	in accordance with Clause 14.7: unlimited;	16.1	Each Party:	16.10	Where the Supplier comes into contact with official documentation in the performance of this Contract which attract Government security classifications 'Official', 'Secret' or 'Top Secret' (or any modification or update of the same) the Supplier shall take, and be able to evidence that it has taken such additional steps in accordance with official guidance that is available for the proper handling and protection of such information.
14.2.3	in respect of any matters for which the Supplier is required to hold insurance: the value of the relevant insurance; and	16.1.1	shall treat all Confidential Information belonging to the other Party as confidential and safeguard it accordingly; and	17	<b>FREEDOM OF INFORMATION</b>
14.2.4	in respect of any matters for which the Supplier is not required to hold insurance: £1,000,000.	16.1.2	shall not disclose any Confidential Information belonging to the other Party to any person without the prior written consent of the other Party except where disclosure is otherwise expressly permitted by the provisions of this Contract.	17.1	The Supplier acknowledges that, in order to comply with the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) the Authority may be obliged, on request, to provide or consider the provision of information to third parties where that information constitutes or may constitute Confidential Information. Subject to the provisions of this Clause 17, the Supplier shall assist and co-operate with the Authority (at
14.3	The indemnity contained in Clause 14.1 shall not apply to the extent that the loss, damage or personnel injury	16.2	The Supplier shall not use any Confidential Information issued or provided by or on behalf of the Authority in connection with this Contract otherwise than for the purpose of this Contract (except with the prior written consent of the Authority).		
		16.3	The provisions of Clauses 16.1 to 16.2 inclusive shall not apply to any information:		
		16.3.1	which is already in the public domain other than through previous default by the Party making the disclosure or any other person to whom that Party is permitted to disclose such information under this Contract;		



- the Supplier's expense) to facilitate the Authority's compliance with the FOIA and/or the EIR in that regard
- 17.3 Without prejudice to the generality of its obligations under Clause 17.1, the Supplier shall:
- 17.3.3 transfer any request for information that it or its subcontractors receive, to the Authority as soon as practicable after receipt and in any event within two (2) working days of receiving that Request for Information; and
- 17.3.4 provide the Authority with a copy of all information in its or its subcontractor's possession or power that the Authority reasonably considers is relevant to the request for information in the form that the Authority requires as soon as practicable and in any event within five (5) working days of the Authority requesting that information (and any follow-up information required by the Authority thereafter within two (2) working days of the Authority's follow-up request).
- 17.4 The Supplier further acknowledges that, notwithstanding the provisions of Clause 16, the Authority may, acting in accordance with the FOIA Code, be obliged under the FOIA or the EIR to disclose information that is or may be Confidential Information:
- 17.4.1 in certain circumstances without consulting with the Supplier; or
- 17.4.2 following consultation with the Supplier and having taken the Supplier's views into account, provided always that where Clause 17.3.1 applies, the Authority shall, in accordance with the recommendations of the FOIA Code, draw this to the attention of the Supplier prior to any disclosure.
- 17.5 Subject to the Authority complying with its obligations under this Clause 17 the Authority shall not be liable for any loss, damage, harm or other detriment suffered by the Supplier or any subcontractor arising from the disclosure of any information, whether or not such information is Confidential Information, falling within the scope of the FOIA or EIR.
- 17.6 The Supplier shall indemnify the Authority against all claims, demands, actions, costs, proceedings and liabilities that the Authority incurs due to the Supplier's or any subcontractor's breach of this Clause 17.
18. **TRANSFER AND SUB-CONTRACTING**
- 18.1 The Supplier shall not assign, novate, subcontract, charge or otherwise dispose of this Contract or any part of this Contract without the prior written consent of the Authority which shall not be unreasonably withheld.
- 18.2 Where permitted to subcontract pursuant to Clause 18.1, the Supplier shall ensure that any subcontractor complies with the terms of this Contract, so far as they are applicable. Subcontracting any part of this Contract shall not relieve the Supplier of any obligation or duty attributable to the Supplier under this Contract.
- 18.3 Where the Authority has consented to the placing of sub-contracts, the Supplier shall, on request by the Authority and within a reasonable time, send copies of the subcontracts to the Authority.
- 18.4 Any change in the legal status of the Authority such that it ceases to be a contracting authority shall not affect the validity of this Contract. In such circumstances, this Contract shall bind and ensure to the benefit of any successor body to the Authority.
19. **NOTICES**
- 19.1 Except as otherwise provided in this Contract all notices which are required to be given under this Contract shall be in writing and shall be sent to the address of the recipient set out in this Contract or such other address as the recipient may designate by notice given in accordance with the provision of this Clause. **Error! Reference source not found.**9 and marked for the attention of:
- 19.1.1 in the case of the Authority, the 7 Force Head of Strategic Procurement;
- 19.1.2 in the case of the Supplier, the contract manager.
- 19.2 Any notice may be delivered personally or by first class pre-paid letter or by electronic mail and shall be deemed to have been served as follows:

Pre-paid first class post or other next working day delivery service providing proof of postage OR delivery	9.00 am on the second working day after posting or at the time recorded by the delivery service.
Email	At the time of transmission.

- 19.3 For the purpose of Clause 19.3 and calculating deemed receipt; all references to time are to local time on working days in the place of deemed receipt.
- 19.4 Notices served other than in accordance with this Clause 19 will not be valid.
20. **THIRD PARTY RIGHTS**
- 20.1 A person who is not a Party to this Contract shall have no right to enforce any of its provisions which expressly or by implication confer a benefit on him or her without prior written Contract of both Parties. This Clause does not affect any right or remedy of a third party which exists or is available apart from the Contracts (Rights of Third Parties) Act 1999 and the provisions of this Clause do not apply to the Crown.
21. **SEVERABILITY**
- 21.1 If any provision of this Contract is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Contract had been executed with the invalid, illegal or unenforceable provision eliminated. In the event of a holding of invalidity so fundamental as to prevent the accomplishment of the purpose of this Contract, The Authority and the Supplier shall immediately commence good faith negotiations to remedy such invalidity.
22. **WAIVER**
- 22.1 The failure of either Party to insist upon strict performance of any provision of this Contract, or the failure of either Party to exercise any right or remedy to which it is entitled hereunder, shall not constitute a waiver thereof and shall not cause a diminution of the obligation established by this Contract.
23. **LAW AND JURISDICTION**
- 23.1 This Contract is made in England and according to English law, and is subject to the exclusive jurisdiction of the courts of England and Wales to which both Parties irrevocably submit.
24. **STATUS OF CONTRACT**
- 24.1 Nothing in this Contract shall be construed as or have the effect of creating a partnership, a contract of employment or a relationship of principal and agent between the Supplier or the Supplier's personnel and the Authority.
25. **SECURITY VETTING**
- 25.1 The Authority may undertake security and/or identity checks on any of the Supplier's Personnel requiring unescorted access to the Authority's premises or IT network. The Supplier and the Supplier's personnel must comply with the Authority's arrangements for undertaking security and identity checks.
26. **DATA PROTECTION**
- 26.1 The Supplier shall comply with all Data Protection legislation (as amended).
- 26.2 The Supplier shall notify the Authority immediately if it considers that any of the Authority's instructions infringe the Data Protection Legislation.
- 26.3 Where the Contract requires any processing of data, this shall be subject to a separate data processing contract agreed between the Authority and the Supplier.
27. **EQUALITY AND DISCRIMINATION**
- 27.1 The Supplier shall comply with all applicable Equalities Legislation in its performance of this Contract and shall take all reasonable steps to ensure that all servants, employees, agents and subcontractors engaged in the provision of the Services and/or provision of the Goods do not unlawfully discriminate, harass or victimise within the meaning and scope of the Equalities Legislation. This Clause 0 is without prejudice to the Supplier's general obligation to comply with Legislation.
- 27.2 The Supplier shall not at any time unlawfully discriminate in relation to employing any person for the purposes of performing the Services and/or providing the Goods on the grounds of any of the Protected Characteristics or temporary or part-time or agency status in employment or otherwise. For the purposes of this Clause 27.2, employing a person shall include recruiting, appointing, selecting,

- training, promoting, remunerating, subjecting to a detriment, disciplining and dismissing.
- 27.3 Without prejudice to the generality of Clauses 27.1 and 27.2, the Supplier shall at all times comply with the Equality Act 2010 ("**2010 Act**") in respect of its treatment of its employees and in the performance of the Services and/or provision of the Goods. In particular, the Supplier shall in its performance of this Contract take (and shall ensure that its servants, agents, employees and subcontractors take) all reasonable steps to eliminate unlawful discrimination, harassment, victimisation and any other conduct that is prohibited by or under the 2010 Act; advance equality of opportunity between persons who share a relevant protected characteristic (as defined in the 2010 Act) and persons who do not share it; and foster good relations between persons who share such a protected characteristic and persons who do not share it.
- 27.4 The Supplier shall comply with the Equality Act 2010 Code of Practice on Employment and the Equality Act 2010 Code of Practice on Equal Pay (Codes) (or any replacement guidance and/or publication) issued by the Equality and Human Rights Commission in respect of its treatment of its employees and in the performance of the Services and/or provision of the Goods. In particular, and without prejudice to the foregoing, the Supplier shall operate an equal opportunities policy which, so far as practicable, complies fully with the practical guidance, recommendations and advice set out in the Codes.
- 27.5 The Supplier shall provide such information to the Authority as the Authority requires to satisfy itself that the Supplier has complied with and will continue to comply with Clauses 0 to 27.4. The Supplier shall also ensure that its servants, agents, employees and subcontractors provide all relevant information to the Authority so that the Authority can assess its own compliance with its general and specific duties under the 2010 Act.
28. **CORRUPT GIFTS AND PAYMENT**
- 28.1 The Supplier shall not receive or agree to receive from any person, or offer or give, or agree to give, to any employee, agent, servant or representative of the Authority 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 or execution of this Contract or any other contract with the Authority or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract.
- 28.2 The Supplier shall not conspire with any person to do any of the acts mentioned in Clauses 28.1.
- 28.3 The Supplier shall not enter into this Contract if in connection with it commission has been paid or is agreed to be paid to any employee, agent, servant or representative of the Authority by the Supplier or on the Supplier's behalf, unless before this Contract is made particulars of any such commission and the terms of any Contract for the payment thereof have been disclosed in writing to the Authority's commercial representative.
- 28.4 In the event that the Supplier or the Supplier's personnel or anyone acting on the Supplier's behalf (with or without its knowledge) breaches Clauses 28.1-28.3, or commits an offence under the Bribery Act 2010, or shall have given any fee or reward the receipt of which is an offence under subsection 2 of Section 117 of the Local Government Act 1972, the Authority reserves the right to terminate this Contract by notice in writing with immediate effect and recover from the Supplier any loss resulting from such termination including the administrative costs of re-tendering the requirement and any difference in the rates or prices which the Authority may have to pay to a new supplier where such rates or prices are higher than the rates or prices payable under this Contract and/or the amount or value of the gift, consideration or commission.
29. **TERMINATION ON CHANGE OF CONTROL AND INSOLVENCY**
- 29.1 The Authority may terminate this Contract, without liability, by notice in writing to the Supplier (or the Supplier's representative in the event of 29.1.7) having effect immediately or after such period as the Authority may determine if:
- 29.1.1 the Supplier or its holding company or ultimate holding company undergoes a change of control, within the meaning of 1124 of the Corporation Tax Act 2010; or
- 29.1.2 the Supplier is an individual and a petition is presented for the Supplier's bankruptcy or a criminal bankruptcy order is made against the Supplier, or the Supplier makes any composition or arrangement with or for the benefit of creditors, or makes any conveyance or assignment for the benefit of creditors, or if a trustee in bankruptcy or a supervisor under an

Delivery method	Deemed delivery date and time
Delivery by hand.	On signature of a delivery receipt or at the time the notice is left at the address.

	individual voluntary arrangement is appointed to manage the Supplier's affairs; or		the vetting procedure as may be required by the Authority;	32.1.3	nuclear, chemical or biological contamination or sonic boom;
29.1.3	the Supplier is a company and the company passes a resolution for winding up or dissolution (otherwise than exclusively for the purposes of and followed by an amalgamation or reconstruction) or an application is made for an administration order in relation to it, or any party gives or files notice of an intention to appoint an administrator of it or such an administrator is appointed, or the court makes an administration order or a winding-up order, or the company makes a composition or arrangement with its creditors, or an administrative receiver, receiver or manager or supervisor or provisional liquidator is appointed by a creditor or by the court, or possession is taken of any of its property under the terms of a floating charge; or	30.19	the Supplier fails to remove a member of staff from the provision of Services under this Contract);	32.1.4	any labour action taken by a government or public authority, including without limitation imposing an export or import restriction, quota or prohibition; and/or
		30.1.10	in the event that a director or person in significant control of the Supplier (or such equivalent where the Supplier is not a company) is convicted of a criminal offence;	32.1.5	any labour or trade dispute, strikes, industrial action or lockouts (other than in each case by the party seeking to rely on this clause, or companies in the same group as that party).
29.1.4	the Supplier is a firm, or a number of persons acting together in any capacity and any event in Sub-Clauses 29.1.2 or 29.1.3 occurs in respect of any partner in the firm or any of those persons or a petition is presented for the Supplier to be wound up as an unregistered company; or	30.1.11	in the event that any of the grounds listed in <a href="#">Regulation 57(1), 57(3) or 57(8) of the Public Contracts Regulations 2015</a> apply to the Supplier or where the Authority reasonably apprehends that such events is about to occur in relation to the Supplier and notifies the Supplier accordingly;	32.2	Provided it has complied with Clause 32.3, if a Party ("Affected Party") is prevented, hindered or delayed in or from performing any to perform any obligation under this Contract because of an event of Force Majeure which is both:
29.1.5	the Supplier is unable to pay its debts within the meaning of <a href="#">Section 123 of the Insolvency Act 1986</a> ; or	30.1.12	the Supplier, any of the Supplier's personnel, or any subcontractor commits an MSA Offence or is subject to any investigation relating to an alleged MSA offence or any prosecution under the Modern Slavery Legislation.	32.2.1	beyond that Affected Party's control; and
29.1.6	any similar event occurs within the United Kingdom under the law of any other jurisdiction; or	30.2	For the purposes of Clause 30.1.1, material breach means a breach (including an anticipatory breach) that is serious in the widest sense of having a serious effect on the benefit which the Authority would otherwise derive from:	32.2.2	could not be prevented by that Affected Party with the application of all due diligence and foresight, which causes the cessation of or a substantial interference with the performance of the Services or delivery of Goods, then the duty of the Affected Party to perform the relevant obligation shall be suspended until such circumstances have ceased. In such instances the Authority shall not be liable to make any payment to the Supplier in respect of the suspension of the Services or any Goods to be delivered or any part of them and any sum already paid in respect of any part of the Services not yet performed or any Goods not yet delivered shall be held to the credit of the Authority and returned to the Authority as soon as possible.
29.1.7	the Supplier, being an individual, dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his affairs or becomes a patient under any mental health legislation; or	30.2.1	a substantial portion of this Contract; or	32.3	The Affected Party shall:
29.1.8	the Supplier is an individual and he suspends or ceases or threatens to suspend or cease to carry on all or a substantial part of his business	30.2.2	any of the obligations set out in Clauses <b>Error! Reference source not found.</b> (Warranties and Representations), 27.5 (Corrupt Gifts and Payments), <b>Error! Reference source not found.</b> (Equality and Discrimination), <b>Error! Reference source not found.</b> (Health and Safety), <b>Error! Reference source not found.</b> (Data Protection), <b>Error! Reference source not found.</b> (Confidentiality) and <b>Error! Reference source not found.</b> (Conflicts of Interest).	32.3.1	as soon as reasonably practicable after the start of the Force Majeure, notify the other party in writing of the Force Majeure, the date on which it started, its likely or potential duration, and the effect of the event of Force Majeure on its ability to perform any of its obligations under this Contract; and use all reasonable endeavours to mitigate the effect of the event of Force Majeure on the performance of its obligations.
29.2	The Supplier (or the Supplier's manager representative in the event of clause 29.1.7 applying) shall notify the Authority in writing immediately upon the occurrence of any of the events mentioned in Clause 29.		In deciding whether any breach is material no regard shall be had to whether it occurs by some accident, mishap, mistake or misunderstanding.		
29.3	In relation to Sub-Clause 29.1.1 the Authority may only exercise its right to terminate under Clause 29 where there are reasonable grounds for the Authority to do so within six (6) months of a change of control and shall not be permitted to do so where it has agreed in advance to the particular change of control that occurs.	30.3	In the event that any of the grounds listed in <a href="#">Regulation 73(1)(a) and (c) of the Public Contracts Regulations 2015</a> apply to this Contract, or in the case of 73(1)(b) to the Supplier, the Authority may terminate this Contract by giving five (5) working days' prior written notice to the Supplier of such termination.	32.4	If the event of Force Majeure prevents, hinders or delays the Affected Party's performance of its obligations for a continuous period of more than three (3) months, the party not affected by the Force Majeure Event may terminate this Contract by giving one (1) weeks' written notice to the Affected Party.
30.	<b>TERMINATION ON DEFAULT</b>	30.4	The Supplier may terminate this Contract if the Authority is in material breach of its obligations to pay undisputed sums pursuant to this Contract by giving the Authority sixty (60) working days' notice specifying the breach and requiring its remedy. The Supplier's right of termination under this clause <b>Error! Reference source not found.</b> shall not apply to non-payment of the Price where such non-payment is due to the Authority exercising its rights to deduct sums pursuant to the provisions of this Contract.	<b>33</b>	<b>MODERN SLAVERY</b>
30.1	The Authority may terminate this Contract, without liability, by notice in writing to the Supplier having effect immediately or after such period as the Authority may determine if:	31.	<b>BREAK</b>	33.1	The Supplier shall comply in all respects with the Modern Slavery Act 2015 (MSA)
30.1.1	the Supplier commits a material breach of any term of this Contract which breach is irremediable;	31.1	Without prejudice to other rights to terminate this Contract, the Authority shall be entitled to terminate this Contract or any part thereof at any time by giving notice, in writing, to the Supplier of not less than:	33.2	The Supplier undertakes, warrants, and represents that:
30.1.2	the Supplier repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract;	31.1.1	ten (10) working days where this Contract relates to the provision of Goods;	32.1.1.	neither it, nor any member of the Supplier's Personnel, nor any subcontractor:-
30.1.3	the Authority has served three (3) or more default notices on the Supplier in any consecutive period of six (6) months;	31.1.2	ten (10) working days where the term of this Contract is less than 90 days and relates to provision of Services;	32.1.1.1.	has committed an MSA Offence;
30.1.4	in the event that any one default notice has not been successfully resolved and signed off in writing by the Authority within such timescales as instructed, or if no such timescales have been stipulated, where the default has not been rectified within ten (10) working days;	31.1.3	twenty (20) working days where the term of this Contract is 90 days or more and relates to provision of Services;	32.1.1.2.	has been notified that it is subject to any investigation relating to an alleged MSA Offence or any prosecution under the Modern Slavery Legislation; or
30.1.5	the Supplier or any of its employees or agents acting or purporting to act on the Supplier's behalf commits an act which is an offence under the Enterprise Act 2002;		provided that where this Contract relates to the provision of both Goods and Services then the relevant time period for the provision of Services shall apply.	32.1.1.3.	is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or a prosecution under the Modern Slavery Legislation;
30.1.6	the Supplier or any of its employees shall have offered, or given, or agreed to give to any person or have solicited or accepted from any person any gift, consideration, inducement or reward of any kind, for doing or not doing any action in relation to this Contract or to any other contract with the Authority;	31.2	Where the Authority terminates this Contract under Clause 31.1 or 31.2, the Authority shall only be liable upon termination for payment in respect of Services or Goods provided by the Supplier up to the date of Termination. The Authority shall have no liability to the Supplier for any Losses it may suffer as a result of any termination.	32.1.2.	it, the Supplier's Personnel, and all subcontractors shall comply with the Modern Slavery Legislation; and that
30.1.7	the Supplier or any of its employees have committed any offence under the Bribery Act 2010;	<b>32</b>	<b>FORCE MAJEURE</b>	32.1.3.	it shall give immediate written notification to the Authority if it becomes aware or has reason to believe that it, any member of the Supplier's Personnel, or any subcontractor has breached or has potentially breached any of Supplier's obligations under this Clause 32 (Modern Slavery), which notification shall set out full details of the circumstances concerning the breach or potential breach of Supplier's obligations under this Clause 32 (Modern Slavery).
30.1.8	the Supplier fails to remove a member of its staff where such person has not successfully passed	32.1	For the purposes of this Clause 32 the circumstances in Clauses 32.1.1 to 32.1.5 are events of Force Majeure	33.3	Where required by section 54 of the Modern Slavery Act 2015, the Supplier shall complete a slavery and human trafficking statement for each Financial Year setting out the steps that it has taken to ensure that there is no slavery or human trafficking in its business or supply chains.

- 33.4 The Supplier acknowledges, understands and accepts that the Authority is subject to the requirements of section 52 of the Modern Slavery Act 2015 and, where so requested by the Authority, shall assist and co-operate with the Authority at the Supplier's own expense in order to enable Authority to comply with such requirements.