

## TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

No terms of conditions submitted at any time by the Contractor 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 main Contract or otherwise) referred to in the Purchase Order, the latter shall prevail.

### 1. DEFINITIONS

1.1 In these Conditions the following words shall have the following meaning:

<b>Affected Party</b>	means the Party seeking to claim relief in respect of a Force Majeure Event;
<b>Contract</b>	means the contract between the Fire Service and the Contractor consisting of the Purchase Order, these conditions and any other documents (or parts thereof) specified in the Purchase Order.
<b>Contractor</b>	means the person, firm, supplier or company who is to provide the Service under the contract as detailed in the Purchase Order.
<b>Confidential Information</b>	means information (however it is conveyed or on whatever media it is stored), the disclosure of which would constitute an actionable breach of confidence, and which has either been designated as confidential by either Party in writing or which ought to be considered as subject to a duty of confidentiality and includes but is not limited to information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, clients and consultants of either Party;
<b>Confidentiality Undertaking</b>	means an undertaking not to use or disclose any Confidential Information received save as strictly required to fulfil the purposes of this Contract (including, without limitation, its re-tender);
<b>Data Controller</b>	shall have the meaning given in the relevant Data Protection Legislation;
<b>Data Loss Event</b>	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under or in connection with this Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Contract, including any Personal Data Breach;
<b>Data Processor</b>	shall have the meaning given in the relevant Data Protection Legislation;
<b>Data Protection Legislation</b>	(i) the UK GDPR (to the extent applicable), (ii) the DPA 2018 to the extent that it relates to processing of Personal Data and privacy; (iii) all applicable Law about the processing of Personal Data and privacy;
<b>Fire Service</b>	means South Wales Fire & Rescue Service
<b>FOIA</b>	means the Freedom of Information Act 2000, the Environmental Information Regulations and any subordinate legislation made under or in connection with the Act or the Regulations from time to time in force, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to the Act or the Regulations;
<b>Force Majeure Event</b>	means an event occurring after the date of this Contract of war, armed conflict, acts of terrorism, riots, fire, flood, storm, earthquake, or disaster or such other similar events which directly causes the Affected Party to be unable to comply with all or a material part of its obligations under this Contract but excluding any industrial dispute relating to the Supplier, the Supplier Personnel or any other failure in the Supplier or any Sub-contractor's supply chain;
<b>Goods</b>	means any Goods supplied or to be supplied by the Supplier in accordance with this Contract, together with any services associated with the supply of such Goods including (but not limited to) delivery, installation, testing, maintenance, repair, removal and/or disposal;

<b>Health and Safety Regime</b>	means the Factories Act 1961, the Offices, Shops and Railway Premises Act 1963, the Health & Safety at Work etc Act 1974, the Fire Precautions Act 1971, the Environmental Protection Act 1990, the Food Safety Act 1990 the Environment Act 1995, the Water Industry Act 1991, and the Water Resources Act 1991 (including in each case any associated regulations, guidance or approved codes of practice), and any similar or analogous health, safety or environmental Legislation which has as its aim the protection of persons or the environment or the prevention or reduction of risk of harm or injury to persons or the environment, or relating to the health and safety of the Goods or their use, as is in force from time to time;
<b>Holding Company</b>	shall have the meaning given in section 1159 of the Companies Act 2006;
<b>Information</b>	shall have the meaning given under section 84 of the Freedom of Information Act 2000 and/or Regulation 2 of the Environment Information Regulations;
<b>Intellectual Property Rights</b>	means patents, inventions, trademarks, service marks, logos, design rights (whether registrable or otherwise), applications for any of the foregoing, copyright, database rights, domain rights, trade or business names, moral rights and any other similar rights or obligations whether registrable or not in any country (including but not limited to the UK) and the right to sue for passing off;
<b>Legislation</b>	means: (a) any applicable statute or proclamation or any delegated or subordinate legislation; (b) any enforceable community right within the meaning of section 2(1) European Communities Act 1972; (c) any applicable guidance, direction or determination with which the Customer and/or the Supplier is bound to comply to the extent that the same are published and publicly available or the existence or contents of them have been notified to the Supplier by the Customer; and (d) any applicable judgment of a relevant court of law which is a binding precedent in England and Wales, In each case in force or applicable in both England and Wales, or in Wales only;
<b>Purchase Order</b>	means an order for the Goods and/or Services placed by the Customer in accordance with Clause 5 of this Contract;
<b>Purchase Order Number</b>	means the official number allocated by the Customer to an Order;
<b>Parent Company</b>	shall have the meaning given in section 1162 and Schedule 7 of the Companies Act 2006;
<b>Personal Data</b>	shall have the meaning given in the relevant Data Protection Legislation;
<b>Premises</b>	The location where the Goods and/or Services are to be supplied as set out in the Order Form;
<b>Price</b>	means the price or prices specified in the Order;
<b>Prohibited Act</b>	the following constitute Prohibited Acts: (a) directly or indirectly to offer, promise or give any person working for or engaged by the Customer a financial or other advantage to: (i) induce that person to perform improperly a relevant function or activity; or (ii) reward that person for improper performance of a relevant function or activity; (b) directly or indirectly to request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract; (c) committing any offence: (i) under the Bribery Act 2010; (ii) under legislation creating offences concerning fraudulent acts; (iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Customer; or

(iv) defrauding, attempting to defraud or conspiring to defraud the Customer;

- Relevant Authority** means any court with the relevant jurisdiction and any local, national or supra-national agency, inspectorate, minister, ministry, official or public or statutory person of the Fire and Rescue Service, the government of the United Kingdom or of the European Union;
- Requests for Information** means a request for information under the FOIA or the EIR;
- Services** means any and all of the services (or part thereof) supplied or to be supplied by the Supplier in accordance with this Contract;
- Staff** means all servants, suppliers, officers, partners, employees, workers, agents, consultants and contractors of whatever nature of the Supplier and/or of any Subcontractor.
- Supplier Personnel and Suppliers Staff** means all officers, partners, employees, workers, agents, consultants and contractors of whatever nature of the Supplier and/or of any Sub-Contractor;
- Supplier's Staff Terms and Conditions** the terms and conditions under which the Supplier's Staff are employed or engaged by the Supplier or Sub-Contractor;
- UK GDPR** means the General Data Protection Regulation (EU) 2016/679 (a) to the extent that it is retained and is in force; and (b) as it is amended, replaced or re-enacted from time to time, in each case in the domestic law of England and Wales;
- VAT** means value added tax chargeable under the Value Added Tax Act 1994;
- Working Days** means Monday to Friday 9.00 a.m. to 4.30 p.m. excluding any statutory public holidays in Wales
- 1.2 The headings in these Conditions are for convenience only and shall not affect its construction or interpretation.
- 2. INSPECTION OF PREMISES**
- 2.1 The Contractor shall be deemed to have inspected all locations before bidding so as to have understood the nature and extent of the Goods and/or Services to be carried out and is deemed to be satisfied in relation to all matters connected with the Services and Premises. The Fire Service shall grant such access as may be reasonable for this purpose.
- 2.2 The Fire Service shall, at the request of the Contractor, grant such access to the premises as it may deem to be reasonable for the purpose of the Services.
- 2.3 The Contractor shall not in any way be relieved from any of its obligations under the Contract on the ground that information is incorrect or insufficient and the Contractor shall make its own assessment as to the accuracy and adequacy of the information provided in relation to the Contract.
- 3. ENTIRE AGREEMENT**
- 3.1 This Agreement constitutes the entire agreement between the Parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral relating to its subject matter.
- 4. VARIATION**
- 4.1 These Conditions may only be varied with the written agreement of the Fire Service.
- 4.2 The Performance of Services by the Contractor pursuant to the Purchase Order shall constitute acceptance of these Conditions where acceptance has not previously been communicated.
- 4.2 The Fire Service reserves the right by notice to the contractor to vary the services and any alteration to the Contract price or the completion date arising by reason of such modification shall be agreed between the parties and evidenced in writing.
- 5. NO PARTNERSHIP OR AGENCY**
- 5.1 Nothing in this Contract is intended to create a partnership between the parties, or to authorise the contractor to act as agent of the Fire Service, or have authority to act in the name of the Fire Service (including the making of any representation or warranty, the assumption of any obligation or liability and the exercise of any right or power).
- 6. CONTRACTORS STAFF**
- 6.1 The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services.

6.2 The Contractor acknowledges that each member of the Staff engaged in the performance of the contract shall have full authority to act on their behalf for all purposes in connection with the contract provided always that if the Fire Service shall at any time become justifiably dissatisfied with the performance of any person engaged in carrying out the contract, the Contractor shall, provide a competent substitute to carry out the contract at no additional cost to the Fire Service.

6.3 The Contractor and its Staff and sub-contractors, whilst on the Fire Service premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.

6.4 The Contractor shall ensure the security of all the property whilst in its possession during the contract in accordance with the Fire Services reasonable security requirements as required from time to time.

## **7. MATERIALS, PLANT, EQUIPMENT ETC**

7.1 The Contractor shall make no delivery of nor commence any work or Services on the Fire Service premises without obtaining the Customer's prior written consent.

7.2 All equipment, tools, plant or materials (the "Equipment") brought onto Fire Service premises shall be at the Contractors own risk. The Contractor shall arrange the transport and removal of such Equipment at its own expense.

7.3 The Fire Service shall have the power at any time during the progress of the Services to order in writing:

7.3.1 the removal from the Fire Service premises of any Materials or Equipment which in the opinion of the Fire Service is either hazardous, noxious or not in accordance with the Contract.

7.3.2 the substitution of proper and suitable Materials or Equipment.

7.4 On completion of the Services, at its own cost, the Contractor shall remove the Equipment and shall clear away from the Fire Service premises all waste arising out of the Services and leave the premises in a neat and tidy condition.

## **8. TIME OF PERFORMANCE/DELIVERY**

8.1 The Contractor shall perform/deliver the Goods or Services in accordance with the dates and locations specified in the Purchase Order. In the absence of a Delivery Date being specified in the Order, delivery will be made at the earliest date possible unless subsequently agreed in writing by the Parties. Time shall be of the essence with regard to the Contractors obligations under this Contract and if the Contractor fails to perform the Services of deliver the goods by the Date specified on the Purchase Order, the Fire Service may release itself from any obligation to accept and pay for the Goods or Services and/or may terminate the Contract, in either case without prejudice to any other rights and remedies of the Fire Service.

8.2 The Contractor shall not deliver an Order more than Five (5) Business Days in advance of the Delivery Date without the prior written consent of Fire Service. Delivery of an Order shall be complete on the completion of unloading of the Order at the Delivery Location. Each delivery of Goods shall be accompanied by a delivery note which shows the Order Number, the date of the Order, the type and quantity of Goods included in the Order.

8.3 Failure by the Contractor to adhere to perform/deliver by the date contained in the Purchase Order shall entitle the Fire Service at its option to terminate the Contract with immediate effect, refuse to take any subsequent attempted delivery of the Order, obtain substitute goods from another supplier and recover from the Contractor any costs and expenses reasonably incurred by the Fire Service in obtaining such substitute goods and claim damages and any other costs, expenses or losses resulting from the Supplier's failure to deliver the Order on the Delivery Date,

8.4 The Fire Service shall be entitled to exercise its option at any time notwithstanding that it has waived any delay unless a written extension of time has been given to the Contractor by the Fire Service and the time of any extension has not elapsed. Failure by the Fire Service to exercise its option to terminate in respect of any part of the contract shall not be deemed to constitute a waiver with respect to any subsequent part.

8.5 Any Goods delivered which do not comply with the description specified in the Order will be removed by the Contractor at their own expense within 2 Business Days of notification by the Fire Service and if the Contractor fails to do so the Fire Service may arrange to return the Goods at the Contractors expense.

## **9. WARRANTIES**

9.1 The Contractor warrants and represents to the Fire Service that the Contractor and its Staff:

9.1.1 have full capacity and authority to enter into and to perform this Contract and that this Contract is executed by a duly authorised representative of the Contractor;

9.1.2 shall undertake that Goods or Services shall (to the extent required under this Contract) be supplied, installed, tested and commissioned [and thereafter maintained and repaired] by appropriately experienced, qualified and trained personnel in accordance with Good Industry Practice;

9.1.3 shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to Good Industry Practice and (without limiting the generality of this Clause) in accordance with its own established internal procedures;

9.1.4 shall not take any action nor shall it make any omission in terms of which the reputation of the Fire Service is placed into disrepute.

9.2 Title and risk in the Goods shall pass to the Fire Service upon acceptance of delivery by the Fire Service. If payment or part payment for an Order is made in advance of Delivery, title in the Goods will pass to the Fire Service at the time of such payment and, once title has passed to the Fire Service, the Contractor shall have no lien or other rights in the Goods.

## **10. PAYMENT**

10.1 The Fire Service shall pay undisputed invoices in full within 30 days of receipt of invoice.

10.2 A valid invoice is one that:

- is Delivered in time in accordance with the contract
- is for the correct sum
- is in respect of the goods or services supplied or delivered to the required quantity
- quotes the relevant purchase order number
- has been delivered to the correct address
- contains a vat registration number
- is addressed to the Fire Service

10.3 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge. The Fire Service shall pay the contractor on the production of a valid tax invoice, in addition to the charges a sum equal to the tax chargeable on the value of the services provided in accordance with the contract.

10.4 The Fire Service specifically reserves the right to withhold or deduct by way of set-off or otherwise due or become due to the Contractor and monies due to the Fire Service from the Contractor, arising under the contract or any other agreement between the Fire Service and the Contractor.

10.5 The Fire Service shall not be liable for any charges relating to changes to the Service or additional Services other than those issued or confirmed on the Purchase Order or by agreed written variations signed by the duly authorised representatives of either party.

10.6 No payment of or on account of the Charges shall constitute any admission by the Fire Services to proper performance by the Contractor of its obligations.

10.7 The Contractor shall be exclusively responsible for the discharge of any income tax in relation to its staff or such similar liability arising out of remuneration of the performance of the Services under the contract.

## **11. GOODS AND MATERIALS OF THE CUSTOMER**

11.1 All goods and materials issued by the Fire Service in connection with the Contract shall remain the property of the Fire Service and shall be used in the execution of the Contract and for no other purpose whatsoever without the prior approval in writing. Such goods and materials shall be deemed to be in good condition when received by or on behalf of the Contractor unless it notifies the Fire Service to the contrary within fourteen (14) days. The Contractor shall keep all such goods and materials used in the performance of the Services in good, clean and serviceable repair for the proper performance of the Services and the Fire Service shall be under no liability in respect thereof. Without prejudice to any other rights of the Fire Service, the Contractor shall return such goods and materials on demand and shall be responsible for all loss of, or damage and the costs of repair to, or the replacement of them, however caused, prior to their re-delivery to the Customer.

## **12. COPYRIGHT**

12.1 Copyrights in all reports and other documents and materials arising out of the performance by the Contractor of their duties under this contract are to be assigned to and shall vest in the Fire Service absolutely. This condition shall apply during the continuance of this Contract and after its termination howsoever arising.

## **13. INDEMNITY AND INSURANCE**

13.1 Nothing in the Contract shall exclude or limit the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation or any fine incurred as a result of the Contractors breach of the DPA.

13.2 The Contractor shall indemnify and keep indemnified the Fire Service against all claims, proceedings, losses, actions, damages, legal costs, expenses and any other liabilities whatsoever arising out of, in respect of or in connection with the Contract including in respect of death or personal injury, loss of or damage to property, financial loss arising from any advice given or omitted to be given by the Contractor or any other loss which is caused directly or indirectly by any act or omission of the Contractor. This clause shall not apply where the Contractor is able to demonstrate that such loss, damage or injury was caused by the negligence or wilful default of the Fire Service.

13.3 Subject to clause 13.1 the Contractors total liability to the Fire Service, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to 150% of the total charges paid under the contract or the level of insurance provided, whichever is the greater.

13.4 Subject to clause 13.1, the Fire Services total liability to the Contractor whether in contract, tort (including negligence), breach of statutory duty, or otherwise, arising under or in connection with the Contract shall be limited to the charges paid under the contract.

13.5 Subject always to clause 13.1, in no event shall either party be liable to the other for;

- (a) Loss of profits, business, revenue or goodwill;
- (b) Loss of savings (whether anticipated or otherwise); and/or
- (c) Indirect or consequential loss or damages.

13.6 During the term of the Contract and for a period of six years thereafter, the Contractor shall maintain in force and shall ensure that any sub-contractor maintains in force with a reputable insurance company adequate professional indemnity, public and products liability and employers liability to cover all liabilities under the Contract and shall, on the request of the Fire Service, produce both the insurance certificate giving details of cover and the receipt for the current year's premium. The provisions of this Condition 13 shall survive termination, howsoever arising.

## **14. CONFIDENTIALITY AND DATA PROTECTION**

- 14.1 The Contractor shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes, operations, plans, product information, designs, operating secrets, software or initiatives (**Confidential Information**), which are of a confidential nature and have been disclosed to the Contractor by the Fire Service or its Representatives. The provision of this condition shall apply during the continuance of the contract and after its termination howsoever arising without limitation in time.
- 14.2 The Contractor shall (and shall procure that any of its Staff involved in the provision of the Contract) comply with any and all requirements under the Data Protection Legislation and shall not disclose or allow access to any personal data as defined by the Data Protection Legislation (Personal Data) provided or acquired during the term of the contract (unless authorised to do so by the Fire Service in writing pursuant to this clause).
- 14.3 The Contractor shall use, disclose or allow access to any data produced as a result of the Contract in accordance with the Councils strict instructions and only to the extent that is specifically necessary for the purpose of the Contract.
- 14.4 The Contractor shall store or process such Personal Data provided as a result of the Contract only as site specifically agreed by the parties in writing in advance and shall take appropriate technical and organisational measures against the unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data.
- 14.5 The Contractor shall not cause or permit the Personal Data to be transferred outside of the European Economic Area without the prior written consent of the Fire Service.
- 14.6 Where the Contractor processes Personal Data as part of this contract the Contractor shall enter into a data protection agreement.
- 15. TERMINATION**
- 15.1 The Fire Service may terminate the Contract at any time and for any reason without any liability to the Contractor and without any obligation other than to give the Contractor at least three month's written notice.
- 15.2 In the event of any breach of the Contract by either party, the non-breaching party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the non-breaching party may terminate the contract with immediate effect by notice in writing.
- 15.3 In the event of a material breach of the contract by either party, the non-breaching party may terminate the contract with immediate effect by notice in writing.
- 15.4 Without prejudice to any other rights or remedies which the Fire Service may have, the Fire Service may terminate the Contract without liability to the Supplier immediately on giving notice in writing to the Contractor if at any time:
- 15.4.1 the performance of the Services or the delivery of the Goods is delayed, hindered or prevented by circumstances beyond the Supplier's reasonable control.
- 15.4.2 an order is made or a resolution is passed for the winding up of the Contractor, or circumstances arise which entitle a court of competent jurisdiction to make a winding-up order of the Supplier.
- 15.4.3 an order is made for the appointment of an administrator to manage the affairs, business and property of the Contractor, or documents are filed with a court of competent jurisdiction for the appointment of an administrator of the Contractor, or notice of intention to appoint an administrator is given by the Contractor or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986).
- 15.4.4 a receiver is appointed of any of the Contractor's assets or undertaking, or circumstances arise which entitle a court of competent jurisdiction or a creditor to appoint a receiver or manager of the Contractor, or if any other person takes possession of or sells the Contractor's assets
- 15.4.5 the Contractor makes any arrangement or composition with its creditors or makes an application to a court of competent jurisdiction for the protection of its creditors in any way.
- 15.4.6 the Contractor ceases, or threatens to cease, to trade.
- 15.4.7 the Contractor takes or suffers any similar or analogous action in any jurisdiction in consequence of debt.
- 15.4.8 there is a change of control of the Contractor (as defined in section 574 of the Capital Allowances Act 2001).
- 15.4.9 the Contractors actions bring the Fire Service into disrepute.
- 15.5 Termination of this Contract shall not prejudice any of the parties' rights and remedies which have accrued as at termination.
- 15.6 On termination of this Contract for any reason whatsoever the Contractor shall;
- 15.6.1 cease to have any right to use any intellectual property rights owned by the Fire Service.
- 15.6.2 return any and all materials and all documents or information (in a tangible or intangible form) belonging to the Fire Service. The Contractor shall certify to the Fire Service that it has not retained any copies of such materials or other information or data, except for one copy which the Supplier may use for audit purposes only and subject to the confidentiality obligations.

15.7 If the Contractor fails to fulfil its obligations under this Condition, then the Fire Service may enter the Contractor's premises and take possession of any items which should have been returned under it. Until they have been returned or repossessed, the Contractor shall be solely responsible for their safe keeping.

**16. ASSIGNMENT AND SUB-CONTRACTING**

16.1 The Fire Service may at any time assign, transfer, novate, sub-contract or otherwise dispose of its rights and obligations under this Contract.

16.2 The Contractor shall not assign, novate, charge, transfer or otherwise dispose of this or any or all of its rights and obligations under this Contract or any part of it without the previous consent in writing of the Fire Service acting in its absolute discretion.

16.3 Where the Fire Service has consented to the placing of Sub-contracts in connection with this Contract, the Contractor shall provide copies of all sub-contracts to the Fire Service immediately when it is issued. The Contractor shall remain responsible to the Fire Service for the performance of its obligations under this Contract, notwithstanding the appointment of any Sub-contractor, shall impose obligations on its Sub-contractor in the same terms imposed on it pursuant to this Contract and shall procure that the Sub-contractor complies with such terms and ensure that a term is included in the Sub contract which requires the Supplier to pay all sums due thereunder to the Sub-contractor within thirty (30) days, from the date of receipt of a valid and agreed invoice as defined by the terms of the supply contract or Sub contract.

**17. NOTICES**

17.1 Any notice given under or in connection with this Contract shall be in writing and will be deemed to have been duly given if sent by post or if delivered by hand to the Fire Service representative and address provided for in this Contract. Any such notice shall be deemed to be served, if delivered personally at the time of delivery or if sent by post, 48 hours after posting. If notice is provided by e-mail then this shall be deemed to be served on the day of transmission if transmitted before 4:00 pm on a Working Day but otherwise on the next Working Day, provided that no error report is generated.

**18. RIGHTS OF THIRD PARTIES**

18.1 No term of this Contract shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Contract, but this does not affect any right or remedy of a third party which exists or is available apart from under that Act.

**19. SEVERABILITY**

19.1 If any provision or part-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.

**20. WAIVER**

20.1 No delay or omission by the Fire Service in exercising any right or remedy provided under this Contract or by law constitutes a waiver of such right or remedy, nor shall it prevent or restrict any future exercise or enforcement of such right or remedy.

**21. DISCRIMINATION AND EQUALITY**

21.1 The Contractor shall ensure that it complies with all relevant requirements of all current equalities legislation, regulations and duties including but not limited to the Equality Act 2010 and all other similar Legislation ("equality legislation") in force from time to time together with any guidance or Codes of Practice issued by the Equality and Human Rights Commission and shall in addition discharge its obligations under this Contract and provide the Goods or Services in a manner consistent with the Customer's equalities policies.

21.2 The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.

21.3 The Contractor shall provide any information reasonably requested by the Customer in respect of such equality legislation in so far as it relates to the performance of this Contract.

21.4 The Contractor shall comply with any statement made by the Fire Service on Modern Slavery and all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including, but not limited to, the Modern Slavery Act 2015.

**22. FREEDOM OF INFORMATION**

22.1 The Contractor acknowledges that the Fire Service is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Fire Service (at the Contractor's expense) to enable the Fire Service to comply with these information disclosure requirements.

22.2 The Contractor shall and shall procure that its sub-contractors shall:

22.2.1 transfer the Request for Information to the Fire Service as soon as practicable after receipt and in any event within two (2) Working Days of receiving a Request for Information;

22.2.2 provide the Fire Service with a copy of all Information in its possession or power in the form that the Fire Service requires within five (5) Working Days (or such other period as the Fire Service may specify) of the request; and

22.2.3 provide all necessary assistance as requested by the Fire Service to enable them to respond to a Request for Information within the time for compliance set out in Section 10 of the FOIA or Regulation 5(2) of the Environment Information Regulations.

22.3 The Fire Service shall be responsible for determining in its absolute discretion whether the Confidential Information and/or any other Information is exempt from disclosure under the FOIA and the Environmental Information Regulations; and

22.4 In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Fire Service.

22.5 The Contractor shall ensure all information submitted in connection with tendering process or in the course of this Contract or relating to this Contract is retained for disclosure and shall permit the Fire Service to inspect such records as requested from time to time.

## **23. WELSH LANGUAGE ACT**

23.1 The Contractor shall at all times comply with the Welsh Language Act 1993 and the Welsh Language Standards with which the Fire Service is liable to comply, as if it were the Fire Service to the extent that the same relate to the provision of the Services.

## **24. FORCE MAJEURE**

24.1 Neither party shall be in breach of the contract nor liable for delay in performance, or failure to perform, any of its obligations under the contract if such delay of failure result from events, circumstances or causes beyond its reasonable control. In the event that the Force Majeure Event continues for a period of two (2) months from the date of the Affected Party's notification, the Fire Service may in its absolute discretion elect to terminate the Contract in whole or in part.

## **25. CONFLICTS OF INTEREST**

25.1 The Contractor shall take appropriate steps to ensure that neither itself nor the Contractors Personnel is placed in a position where there is or may be an actual conflict, or a potential conflict between the pecuniary or personal interests of such persons and the duties owed to the Fire Service under the provisions of this Contract. The Supplier will disclose to the Customer full particulars of any such conflict of interest which may arise.

## **26. DISPUTE**

26.1 Without prejudice in Condition 27 below, if there is any dispute out of or in connection to the Contract between the parties, the Parties shall consult in good faith to try to resolve such dispute.

## **27. LAW AND JURISDICTION**

27.1 The contract and any dispute arising under or in any way connected with the subject matter of the contract (whether of a contractual or tortious nature or otherwise) shall be governed by and interpreted in accordance with English and Welsh Law and the parties submit to the jurisdiction of the English and Welsh courts.