

RESTRICTED - CONTRACTS



JPS2052

Framework Agreement for  
The Supply of Vehicle Accident Repair Services

To The Police and Crime Commissioner for Sussex and Contracting Authorities



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NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

1.1. As used in this Framework Agreement

Table 1.1 Definitions

For the purposes of this Framework the following definitions will apply:

<b>Ref</b>	<b>Term</b>	<b>Meaning</b>
1.1.1	<b>“The Act”</b>	The Procurement Act 2023 (as amended).
1.1.2	<b>“Authorised Officer”</b>	means The Police and Crime Commissioner for Sussex’s representative duly authorised to act in the administration of the Contract.
1.1.3	<b>“Bidder”</b>	The organisation that submits a bid for one or more of the contracts which are the subject of this procurement.
1.1.4	<b>"Call-Off Contract"</b>	means the legally binding agreement (made pursuant to the provisions of this Framework Agreement) for the provision of Goods and/or Services made between a Contracting Authority and the Contractor comprising an Order and the Terms and Conditions
1.1.5	<b>“Commencement Date”</b>	Means the date the PCC for Sussex envisages the Framework will be live, i.e. 15 <sup>th</sup> November 2025 or a date thereafter
1.1.6	<b>“Confidential Information”</b>	means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and consultants of either party and all personal data and sensitive personal data within the meaning of the Data Protection Act 2018.
1.1.7	<b>“Contract”</b>	means the contract entered into between an organisation having been awarded a place on the Framework and the Authority, should the Authority award a contract as a result of this competition.
1.1.8	<b>“Contracting Authority(ies)”, “the Authority(ies)”</b>	means the Police & Crime Commissioner for Sussex and its Representative who will co-ordinate and manage the Framework Agreement. “Authority” shall also mean any of the Contracting Authorities who shall be able to utilise this Framework Agreement to procure Services by the entering into of Call-Off Contracts following the procedures in this Framework Agreement.
1.1.9	<b>“Contractor”</b>	means an organisation that is eligible to be considered for the award of Orders for Services by the Contracting

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		Authorities during the Term of the Framework
1.1.10	<b>“The Police and Crime Commissioner for Sussex”</b>	means The Police and Crime Commissioner for Sussex of Police Headquarters, Church Lane, Lewes, East Sussex, BN7 2DZ.
1.1.11	<b>“EIR”</b>	means the Environmental Information Regulations 2004.
1.1.12	<b>“FOIA”</b>	means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.
1.1.13	<b>“Framework Agreement”, “the Framework”</b>	means the agreement between The Police and Crime Commissioner for Sussex with and on behalf of all Framework Participants and the Contractor that allows for orders to be placed for the Goods and/or Services with the Contractor and includes the Order Agreement together with all Schedules thereto.
1.1.14	<b>“Framework Participant”</b>	any organisation that will be named on this Framework and has the right to use the Framework by placing Orders with the Contractor for the provision of the Services; used interchangeably with “the Authority(ies) / the Contracting Authority(ies)”
1.1.15	<b>“Framework Period”</b>	means a period of 4 years from the Commencement Date, which can be extended at the sole discretion of the Police and Crime Commissioner for Sussex
1.1.16	<b>“Intellectual Property Rights” service marks, design rights</b>	means all patents, trade marks, (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom).
1.1.17	<b>“ITT”</b>	means the invitation to tender issued by the Authority on 13 <sup>th</sup> August 2025
1.1.18	<b>“ITT Documentation”</b>	means the ITT and any information in any medium or form (for example instructions, responses to clarification questions), issued to you, or to which you have been granted access by the Authority, for the purposes of responding to the ITT.
1.1.19	<b>“Order”</b>	means an official order for the Goods and/or Services issued by or on behalf of Contracting Authority(ies) to the Contractor.
1.1.20	<b>“Order Agreement”</b>	means the agreement between the relevant Contracting Authority and the Contractor comprising the Order Terms and Conditions attached at Schedule 1 and the Order.
1.1.21	<b>“Order Terms and Conditions”</b>	means the terms and conditions upon which the Contracting Authority(ies) and the Contractor shall enter in to Orders comprising the Order Terms and

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		Conditions attached at Schedule 1 including any amendments or variations thereof.
1.1.22	<b>“PCC for Sussex”</b>	The Police and Crime Commissioner for Sussex
1.1.23	<b>“Premises”</b>	means the premises where the Services shall be provided as detailed in any Order.
1.1.24	<b>“Price”</b>	means the price to be paid to the Contractor for the supply and delivery of the Services calculated in accordance with the ITT documentation.
1.1.25	<b>“Project”</b>	Any ask to be completed under the governance of this Framework.
1.1.26	<b>“Services”</b>	means the Services to be provided by the Contractor in accordance with the terms of the Framework Agreement, the Order and in accordance with the Specification.
1.1.27	<b>“Specification”</b>	means the specification of the Services contained in the ITT Documentation including any amendments or variations thereof.

1.2. Interpretation

- 1.2.1. A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.
- 1.2.2. Unless the context otherwise requires or admits the masculine gender includes the feminine and vice versa and the singular includes the plural and vice versa.
- 1.2.3. The headings and notes in this Framework Agreement shall not be deemed to be part thereof or to be taken into consideration in the interpretation or performance of the Framework Agreement.
- 1.2.4. All references herein to clauses are references to clauses numbered in the Conditions and not to those in any other document forming part of the Framework Agreement.
- 1.2.5. In the event and to the extent only of any conflict between the clauses and the Schedules, the clauses shall prevail.

1.3. These terms supersede all previous terms of business.

2. Scope of the Framework Agreement

- 2.1. It is intended that this Framework Agreement constitutes a framework in accordance with the provisions of section 45 of the Procurement Act.
- 2.2. The Framework Agreement governs the overall relationship of the parties with respect to the supply of the Services. The Contractor shall supply the Services in accordance with the terms of the Framework Agreement.

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- 2.3. The Framework Agreement sets out the terms on which the Contractor will supply the Services as ordered from time to time by the Contracting Authority(ies). The Order Agreement appearing in Schedule 2 hereto shall apply to any Order placed through these arrangements.
  - 2.4. This Framework Agreement shall come into effect on the 1<sup>st</sup> of December 2025 and shall continue for a period of 4 Years, until 30<sup>th</sup> November 2029.
  - 2.5. The Framework Agreement and the Contractor's performance there under shall be reviewed annually by the parties.
  - 2.6. Any extension to the Framework Period shall be at the discretion of The Police and Crime Commissioner for Sussex and will be on substantially the same terms as the initial Framework Period.
3. Supply of Services
- 3.1. The Police and Crime Commissioner for Sussex and or other Contracting Authority(ies) named on the Framework shall be entitled but not obliged at any time during the Contract Period to place an Order in respect of the Services. The Order Agreement together with the terms of this Framework Agreement shall comprise all of the terms relevant to the supply of the Services.
  - 3.2. The Contractor shall supply the Goods and/or Services in accordance with the terms of this Framework Agreement, the Specification and the Order Agreement.
  - 3.3. For the avoidance of doubt, neither The Police and Crime Commissioner for Sussex nor any other Contracting Authority named on the Framework shall be responsible for any Services provided by the Contractor that are not the subject of an Order.
  - 3.4. The Services to be supplied under this Framework Agreement shall be delivered to the place specified in the Order, in such quantities or numbers and at such times as the relevant Contracting Authority shall specify in the Order.
  - 3.5. In the event that the Contractor is unable to accept the Order, then the Contractor shall notify relevant Contracting Authority immediately or in event within 3 working days of receipt of the Order. If the Contractor shall fail to provide such confirmation within 3 working days then the Order shall be deemed to have been accepted by the Contractor.
4. Price
- 4.1. Prices for the Services delivered under this Framework Agreement shall be in accordance with the relevant Order and shall remain firm during the order period.
  - 4.2. Prices for the Services delivered under this Framework Agreement shall be on the basis of a net delivered price excluding VAT.
  - 4.3. The Contracting Authority(ies) shall pay the Value Added Tax on the Price at the rate and in the manner prescribed by law from time to time.
5. Price Variations
- 5.1. The prices for the Services delivered under this Framework will remain fixed for the first twelve months of the order period and may be updated annually thereafter in line with the RPIX for Accident Repair Services.

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- 5.2. No additional variation in the Price will be accepted for any reason whatsoever unless The Police and Crime Commissioner for Sussex shall have already accepted a Price variation in writing at its discretion.
6. Ordering Procedures
    - 6.1. The Police and Crime Commissioner for Sussex or other Contracting Authority named on the Framework shall select a Contractor to supply the Services in accordance with the criteria outlined in the ITT documentation.
    - 6.2. The Price will not normally be paid to a Contractor for speculative work undertaken as part of any competitive process by which individual projects will be placed. Where a contractor believes such a fee is justifiable they should seek the written agreement of the relevant Contracting Authority before undertaking such work.
7. Contractor to Have Satisfied Itself
    - 7.1. The Contractor shall be deemed to have satisfied itself as to the sufficiency and correctness of the Price. Unless otherwise stated in the Framework Agreement or the relevant Order, the Price shall cover all the Contractor's obligations under the Framework Agreement and everything necessary for the supply of the Services under the Framework Agreement.
    - 7.2. Unless otherwise expressly stated in this Framework Agreement or the relevant Order, no claim by the Contractor will be allowed for any addition to the Price on the grounds of any matter relating to any document forming part of the Framework Agreement or any ambiguity or discrepancy therein on which a Contractor could have satisfied himself by reference to the Contracting Authority(ies) or any other appropriate means.
8. Payment
    - 8.1. Payment of any charges due under an Order shall be made within thirty (30) days of receipt by the relevant Contracting Authority (at its nominated address for invoices) of a valid invoice from the Contractor.
    - 8.2. The invoices shall show basic price, delivery and any other charges. It shall also include the order number, date of delivery and collection, the delivery address and invoice address in accordance with the terms of the Order].
    - 8.3. Inaccurate invoices will not be settled until the error is amended and the payment period of 30 days will apply from the date of receipt of the amended invoice.
    - 8.4. Where the Contractor is required to make any payments to a sub-contractor they shall do so within 30 days of receipt of a valid invoice.
    - 8.5. The Charges are exclusive of Value Added Tax. The Contracting Authority(ies) shall pay the Value Added Tax on the Charges at the rate and in the manner prescribed by law.
9. Monitoring and Reporting
    - 9.1. The Contractor shall:
      - 9.1.1. appropriately manage the Services that it provides under all Orders;
      - 9.1.2. be required to provide to The Police and Crime Commissioner for Sussex accurate and up to date management information in relation to the Framework Agreement at the required frequency throughout the Contract Period. Such information shall

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include but not be limited to the volume and value of Orders and the Services provided;

- 9.1.3. on reasonable notice grant to The Police and Crime Commissioner for Sussex and/or The Police and Crime Commissioner for Sussex's external and internal auditors access to any relevant data or documentation relating to the Framework Agreement and the supply of the Services for the purpose of carrying out an audit.
  - 9.2. The Contractor shall hold a quarterly performance review meeting in respect of the Framework Agreement with The Police and Crime Commissioner for Sussex in the months of January, April, July and October (or other quarterly pattern as agreed with the parties). These meetings shall include a review of information and data on Service delivery performance, training, The Police and Crime Commissioner for Sussex enquiries and complaints and the volume and value of Orders. The Contractor shall co-operate fully in providing this and any other financial and statistical information required by The Police and Crime Commissioner for Sussex during the course of each review.
  - 9.3. The Contractor will be required to provide a quarterly report to The Police and Crime Commissioner for Sussex as required listing the Services delivered that quarter.
10. Contractor's Personnel
- 10.1. The Contractor must ensure that all installation staff and other personnel for whom there is a statutory requirement to do so are Criminal Records Bureau (CRB) enhanced checked before providing any Services pursuant to an Order. Members of the supplier's staff who fail to meet the standards required by a CRB (or other required security vetting check) shall not be permitted to work on vehicles submitted under this framework agreement.
  - 10.2. CRB checks will only be required upon successful appointment to the framework.
  - 10.3. For the avoidance of any doubt the cost in meeting the obligations under this clause shall be met by the Contractor.
  - 10.4. The Contractor shall select, employ, train, furnish and deploy in and about the performance of the Order Agreement and in the management thereof only such persons as are of good character, careful, skilled and experienced in their several trades and callings and who are proficient, productive and courteous.
  - 10.5. The Contractor and its sub-contractors, staff and agents shall comply with all reasonable requirements of The Police and Crime Commissioner for Sussex or Framework Participant at the Premises.
  - 10.6. The Contractor shall ensure that its sub-contractors are subject to provisions substantially the same as clauses 10.1, 10.2 and 10.3 above.
  - 10.7. The Contractor, its agents, sub-contractors and suppliers shall employ sufficient staff to ensure that the Services are delivered at all times and in accordance with the Specification. Without prejudice to the generality of this obligation, it shall be the duty of the Contractor to ensure that a sufficient reserve of staff is available to perform the Order Agreement in accordance with the Specification during staff holidays or absence through sickness or any other cause.
  - 10.8. The Contractor shall ensure that all personnel engaged in and about the performance of the Order are at all times properly and sufficiently trained and instructed with regard to:-

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- 10.8.1. The task or tasks that person has to perform;
- 10.8.2. All relevant provisions of the Order Agreement;
- 10.8.3. All relevant policies, rules, procedures and standards of The Police and Crime Commissioner for Sussex and other Participants to this Framework Agreement;
- 10.8.4. All relevant rules and procedures concerning Health and Safety at work legislation and Control of Substances Hazardous to Health (COSHH);
- 10.8.5. Fire risks and fire precautions;
- 10.8.6. The need to observe the highest standard of personal hygiene, courtesy and consideration;
- 10.8.7. The need to recognise situations which involve an actual or potential danger or personal injury to any person upon the Premises and;
- 10.9. where possible, without personal risk to make safe such situations or forthwith to report such situations to the appropriate member of The Police and Crime Commissioner for Sussex's or Framework Participant's staff;
- 10.10. All monies or other items of value found within any vehicle by the Contractor's employees must be handed to a senior employee of The Police and Crime Commissioner for Sussex or the Framework Participant at the relevant Premises as soon as possible and a receipt or acknowledgement obtained therefore.
- 10.11. The Contractor shall maintain records of all training given to staff engaged in the performance of the Order Agreement and shall provide copies of such records to The Police and Crime Commissioner for Sussex or Framework Participant throughout the order period.
- 10.12. The Contractor shall have regard to The Police and Crime Commissioner for Sussex's or Framework Participant's safety policy at each Premises, a copy of which shall be made available at each Premises. The Contractor shall nominate a person to be responsible for health and safety matters as required by the Health and Safety at Work Act 1974. Whilst on the Premises the Contractor shall require its employees to comply with The Police and Crime Commissioner for Sussex's or Framework Participant's Safety Policy and also to comply with the lawful requirements of The Police and Crime Commissioner for Sussex' or Framework Participant's Health and Safety Adviser. The Police and Crime Commissioner for Sussex or Framework Participant shall at its entire discretion be empowered to suspend the performance of the Order Agreement in the event of non-compliance by the Contractor with health and safety matters. The Contractor will not be able to resume performance of the Order Agreement until The Police and Crime Commissioner for Sussex or Framework Participant is satisfied that the non-compliance has been rectified. In respect of any such period of suspension, the default provisions as set out in these Conditions shall apply.
- 10.13. The Police and Crime Commissioner for Sussex or Framework Participant shall have the right to refuse access to its Premises at any time to any employee of the Contractor, its agents, sub-contractors or suppliers. The exercise of this right shall not diminish the Contractor's obligation of performance arising under the Order Agreement, provided that the Contractor shall have access to the Premises at times sufficient to fulfil the said obligation.

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- 10.14. The Contractor shall ensure that all personnel engaged in or about the performance of the Order Agreement carry out their duties while on the Premises in a quiet and orderly manner causing the minimum possible disruption to the routine and procedures of The Police and Crime Commissioner for Sussex' or Framework Participant's staff. Only those personnel engaged in the performance of the Order Agreement will be allowed to enter the Premises and in no circumstances must those staff be accompanied by other persons, children or pets.
- 10.15. The Contractor, its agents, sub-contractors and suppliers will be expected to follow normal procedures in engaging staff, including obtaining appropriate references.
- 10.16. The Contractor shall ensure that all personnel engaged in or about the performance of the Order Agreement report to Visitor Reception at the commencement of any visit to the Premises and be identified as being authorised to be on the Premises.

**11. Warranty & Representations**

- 11.1. The Contractor warrants and represents;
  - 11.1.1. The Contractor has full capacity and authority and all necessary consents (including but not limited to where its procedures require consent of its Parent Company) to enter into and perform the Framework Agreement and that the Framework Agreement is executed by the duly authorised representatives of the Contractor;
  - 11.1.2. The Contractor shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to the good industry practice and (without limiting the generality of this clause) in accordance with its own established internal procedures.
  - 11.1.3. The provision of the Services or any part thereof shall not infringe the Intellectual Property Rights of any third party.

**12. Complaints**

- 12.1. The Contractor will be required to handle and resolve all The Police and Crime Commissioner for Sussex's complaints in an efficient and timely manner. Wherever possible all complaints must be resolved to the complete satisfaction of The Police and Crime Commissioner for Sussex.
- 12.2. Upon request, the Contractor will provide to The Police and Crime Commissioner for Sussex statistical information relating to the number, type and frequency of completed/outstanding and resolved/unresolved complaints.

**13. Risk, Property and Title**

- 13.1. Risk and property and title in the Goods and/or Services shall pass to The Authorities when delivery has been made in accordance with the Order without prejudice to any right of rejection to which The Authorities may be entitled hereunder or otherwise.
- 13.2. All equipment, and materials owned by or hired or leased by or on loan to the Contractor other than that provided by The Authorities intended to be used in the performance of the Services and stored on The Authorities' premises shall be deemed to be the property of the Contractor and shall be stored on the premises at the sole risk of the Contractor.

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- 13.3. The Contractor shall remove all equipment, and materials within such reasonable time after the end of the period of the Order as may be allowed by the Authorised Officer, failing which The Authorities may:-
- 13.3.1. Sell any which are the property of the Contractor; and
  - 13.3.2. Return any which are not the property of the Contractor to the owner thereof at the Contractor's expense; and
  - 13.3.3. After deducting from any proceeds of sale the costs, charges and expenses of and in connection with such sale and of and in accordance with return as aforesaid shall pay the balance (if any) to the Contractor but to the extent that the proceeds of any sales are insufficient to meet all such costs, charges and expenses the excess shall be a debt due from the Contractor to The Authorities and shall be deductible or recoverable by The Authorities from any monies due or that may become due to the Contractor under the Order or may be recovered by The Authorities from the Contractor at law.
- 13.4. The Authorities shall not at any time be liable for the loss or damage to any of the Contractor's equipment, or materials unless the Contractor can show negligence on the part of The Authorities or other contractors undertaking work on behalf of The Authorities. The Authorities will in no circumstances be responsible for any act of vandalism.
- 13.5. The operation of this clause shall not be deemed to imply any approval by the Authorised Officer of the materials, or other matters referred to herein nor shall it prevent the rejection of any such materials or foods at any time by the Authorised Officer.

**14. Transfer**

- 14.1. The Framework Agreement is personal to the Contractor. The Framework Agreement, or any part, share or interest in it, is not to be transferred, assigned or sub-let by the Contractor directly or indirectly, to any person or persons whomsoever, without the prior written consent of The Police and Crime Commissioner for Sussex.
- 14.2. Notwithstanding any sub-contracting permitted hereunder, the Contractor shall remain primarily responsible for the acts and omissions of its sub-contractors as though they were its own.

**15. Indemnity and Insurance**

- 15.1. The Contractor shall be liable for and shall indemnify The Authorities against any expense, liability, loss, claim or proceeding whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the performance by the Contractor under the Framework Agreement.
- 15.2. The Contractor shall be liable for and shall indemnify The Authorities against any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to property real or personal in so far as such injury or damages arises out of or in the course of or by reason of the performance by the Contractor under the Framework Agreement.
- 15.3. Without prejudice to its liability to indemnify The Authorities the Contractor shall take out and maintain:

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- 15.3.1. Public and Product Liability insurance, which shall, for any one occurrence or series of occurrences arising out of one event, be not less than £5M. The Contractor's Public and Product Liability insurance shall include cover for damage to vehicles and property (including items attached to vehicles) whilst in the care, custody and control of the Contractor. This should include interference and theft and cover should be for a minimum of £500,000 any one incident.
- 15.3.2. Where required by law, Employers Liability insurance, which shall, for any one occurrence or series of occurrences arising out of one event, be not less than £5M
- 15.3.3. Motor insurance to cover any vehicle or equipment used in connection with the Service including towing risks and carriage of passengers. It is the responsibility of the Contractor to ensure that any sub-contractor involved in this contract holds all the necessary motor and plant [equipment] insurance to undertake the services specified on an Order.
- 15.4. Subject always to clauses 15.1 and 15.2, in no event shall either party be liable to the other for:
  - 15.4.1. loss of profits, business, revenue, goodwill or anticipated savings;  
and/or
  - 15.4.2. indirect or consequential loss or damage.
- 15.5. The provisions of clause 15.4 shall not be taken as limiting the right of the Authority(ies) to claim from the Contractor for:
  - 15.5.1. additional operational and administrative costs and expenses incurred by The Authority as a result of the negligent acts and omissions of the Contractor its employees or agents;  
and/or
  - 15.5.2. expenditure or charges rendered unnecessary as a result of any default by the Contractor, its employees or agents.
- 15.6. The insurance policies shall include an Indemnity to Principals clause such that the Contracting Authority(ies) as appropriate will be covered by such policies in respect of all claims arising from the activities of the Contractor in connection with the Framework Agreement which are risks covered by such policies.
- 15.7. The Contractor shall not cause or permit any breach of such insurance policy.
- 15.8. The Contractor shall immediately notify the Contracting Authority(ies) and the Contractor's insurers of any happening or event which may give rise to any claim, demand, proceedings, damage, cost or charge whatsoever arising out of the Framework Agreement, and the Contractor shall indemnify the Contracting Authority(ies) against any loss whatsoever which may be occasioned to the Contracting Authority(ies) by the Contractor's failure to give such notification.
- 15.9. Where the Contracting Authority(ies) agree(s) the employment by the Contractor of a sub-contractor, then the clauses above, relating to insurance, must form part of the contract between the Contractor and sub-contractor.
- 15.10. Nothing in this clause 15 shall be construed as limiting either party's liability for personal injury or death caused by the negligence of that party.

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16. Health and Safety

16.1. The Contractor shall at all times comply with the requirements of the Health and Safety at Work Act 1974 and any other Act or Regulation relating to the health and safety of persons and any amendment or re-enactment thereof.

17. Termination

17.1. By The Police and Crime Commissioner for Sussex:

17.1.1. The Police and Crime Commissioner for Sussex may terminate this Framework Agreement by giving to the Contractor no less than 4 weeks of such termination.

OR

17.1.2. The Police and Crime Commissioner for Sussex may at any time by notice in writing terminate the Framework Agreement as from the date of service of such notice if:

17.1.2.1. there is a change of control, as defined by Section 416 of the Income and Corporation Taxes Act 1988 or any subsequent legislation, in the Contractor or its Parent Company;

17.1.2.2. the Contractor, being an individual, or where the Contractor is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by Section 416 of the Income and Corporation Taxes Act 1988 or any subsequent legislation, shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport to do so, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986 or he shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 2016 or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of his estate, or a trust deed shall be granted by him for the benefit of his creditors; or any similar event occurs under the law of any other jurisdiction; or

17.1.2.3. the Contractor, being a company, passes a resolution, or the Court makes an order that the Contractor or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Contractor or the Parent Company, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding up order, or the Contractor or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction.

17.1.3. The Police and Crime Commissioner for Sussex may at any time by notice in writing terminate the Framework Agreement forthwith, if the Contractor is in default of any obligation under this Contract and:

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17.1.3.1. the Default is capable of remedy and the Contractor shall have failed to remedy the default within thirty (30) days of written notice to the Contractor specifying the default and requiring its remedy;

or

17.1.3.2. the Default is not capable of remedy.

17.2. Termination in accordance with this Clause or otherwise shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to any party.

17.3. Following termination of the Framework Agreement the Contractor shall continue to fulfil such Orders that maybe outstanding or that it may receive in accordance with Framework Agreement up to the date of termination.

**18. Confidentiality**

**18.1. Each party**

18.1.1. shall treat all Confidential Information belonging to the other party as confidential and safeguard it accordingly; and

18.1.2. shall not disclose any Confidential Information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of the Framework Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Framework Agreement.

18.2. The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from The Authority(ies) under or in connection with the Framework Agreement:

18.2.1. is given only to such of its staff, sub-contractors and agents engaged in connection with the Framework Agreement and only to the extent necessary for the performance of the Framework Agreement;

18.2.2. is treated as confidential and not disclosed (without prior approval) or used by any staff, sub-contractors or agents otherwise than for the purposes of the Framework Agreement.

18.3. Where it is considered necessary in the opinion of The Police and Crime Commissioner for Sussex, the Contractor shall ensure that its staff, sub-contractors and agents sign a confidentiality undertaking before commencing work in connection with the Framework Agreement. The Contractor shall ensure that its staff, sub-contractors and agents are aware of the Contractor's confidentiality obligations under this Framework Agreement.

18.4. The Contractor shall not use any Confidential Information it receives from the Authority(ies) otherwise than for the purposes of the Framework Agreement.

18.5. The provisions of clauses 18.1 to 18.4 shall not apply to any Confidential Information received by one party from the other:

18.5.1. which is or becomes public knowledge (otherwise than by breach of this clause);

18.5.2. which was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;

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- 18.5.3. which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
  - 18.5.4. is independently developed without access to the Confidential Information; or
  - 18.5.5. which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, or the EIR pursuant to clause 18.
- 18.6. Nothing in this clause shall prevent The Authority(ies) from:
- 18.6.1. disclosing any Confidential Information for the purpose of the examination, audit and certification of The Authority(ies)' accounts, or
  - 18.6.2. disclosing any Confidential Information obtained from the Contractor to any person engaged in providing services to The Authority(ies) for any purpose relating to the Framework Agreement; provided that in disclosing information under Clause 18.6.2 The Authority(ies) discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence.
- 18.7. The Contractor shall not without the prior written consent of The Police and Crime Commissioner for Sussex divulge the existence of the Framework Agreement or any Order or disclose any information relating to or contained in the Framework Agreement to any person who is not engaged in the performance of the Framework Agreement.
- 18.8. In the event that the Contractor fails to comply with clause 18, The Police and Crime Commissioner for Sussex reserves the right to terminate the Framework Agreement by notice in writing with immediate effect.
- 18.9. The Police and Crime Commissioner for Sussex in line with the Government's ongoing drive to open up activities of the public sector to greater scrutiny has prepared its transparency agenda and the Contractor hereby agrees that nothing in this Clause 18 shall prevent The Police and Crime Commissioner for Sussex or other Framework Participant from publishing any payments made to the Contractor under the terms of this Order Agreement.
- 18.10. The provisions of this Clause 18 shall apply notwithstanding termination of the Framework Agreement.
19. Data Protection Act 2018 (DPA 2018)
- 19.1. The Contractor shall (and shall procure that any of its staff involved in the provision of this Framework Agreement) be notified under the Data Protection Act 2018 ("DPA") and both Parties will duly observe all their obligations under the DPA which arise in connection with the Framework Agreement.
  - 19.2. Notwithstanding the general obligations in Clause 19.1, where the Contractor is processing Personal Data as a data processor for the Authority the provisions set out at Clauses 19.3 – 19.11 shall apply.
  - 19.3. The Contractor shall not disclose or allow access to any Personal Data provided by the Authority, or acquired by the Contractor during the course of tendering or executing its obligations under the Contract, other than to a person employed or engaged by the Contractor or a Sub-Contractor or to data subjects to the extent that they are entitled to

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receive such Personal Data in accordance with the DPA, without the prior written permission of the Authority.

- 19.4. Any disclosure or access to Personal Data allowed under this Clause 19 shall be made in confidence and shall extend only so far as necessary for the purposes of the Contract except as otherwise required by the requirements of the DPA.
- 19.5. The Contractor shall obtain the prior written agreement of the Authority to store or process Personal Data at sites outside the United Kingdom.
- 19.6. The Contractor agrees that it, its Staff and agents and subcontractors or any other person in the control of the Contractor shall store or process Personal Data in accordance with the DPA and any statutory re-enactment or modification thereof.
- 19.7. The Contractor shall fully indemnify the Authority against the costs of dealing with any successful civil claims made in respect of information subject to the DPA, or any statutory re-enactment or modification thereof, which claims would not have arisen but for some act, omission or negligence on the part of the Contractor, its Staff, agents or subcontractors.
- 19.8. All Personal Data, which is the subject of this clause 19, shall be retained at all times in the possession and under the control of the Contractor. All rights in any compilation or database of such Personal Data shall vest in and be the property of the Authority. The Contractor shall ensure that the Authority at all times has full rights of access to all such Personal Data and may take copies thereof.
- 19.9. With respect to the Parties' rights and obligations under this Contract, the Parties agree that the Authority is the Data Controller and that the Contractor is the Data Processor.
- 19.10. The Contractor shall:
  - (a) Process the Personal Data only in accordance with instructions from the Authority (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Authority to the Contractor during the Term);
  - (b) Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Goods and/or Services or as is required by relevant Law or any Regulatory Body;
  - (c) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
  - (d) take reasonable steps to ensure the reliability of any Staff who have access to the Personal Data;
  - (e) obtain prior written consent from the Authority in order to transfer the Personal Data to any Sub--contractors or Affiliates for the provision of the Services;
  - (f) ensure that all Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 19;

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- (g) ensure that none of the Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority;
- (h) notify the Authority (within five Working Days) if it receives:
  - (i) a request from a Data Subject to have access to that person's Personal Data; or
  - (ii) a complaint or request relating to the Authority's obligations under the Data Protection Legislation;
- (i) provide the Authority with full cooperation and assistance in relation to any complaint or request made, including by:
  - (i) providing the Authority with full details of the complaint or request;
  - (ii) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Authority's instructions;
  - (iii) providing the Authority with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Authority); and
  - (iv) providing the Authority with any information requested by the Authority;
- (j) permit the Authority to inspect and audit the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Authority to enable the Authority to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;
- (k) provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Authority); and
- (l) not Process Personal Data outside the UK without the prior written consent of the Authority and, where the Authority consents to a transfer, to comply with:
  - (i) the obligations of a Data Controller under the Data Protection Act 2018 by providing an adequate level of protection to any Personal Data that is transferred; and
  - (ii) any reasonable instructions notified to it by the Authority.

19.11. The Contractor shall comply at all times with the DPA and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its applicable obligations under the DPA.

20. Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations 2004 (EIR)

20.1. The Contractor acknowledges that The Authority(ies) are subject to the requirements of the FOIA and the EIR and shall assist and co-operate with The Authority(ies) (at the Contractor's expense) to enable The Authority(ies) to comply with these Information disclosure requirements.

20.2. The Contractor shall and shall procure that its sub-contractors shall;

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- 20.2.1. transfer any request for Information to The Authority(ies) as soon as practicable after receipt and in any event with two working days of receiving a request for Information; and
  - 20.2.2. provide The Authority(ies) with a copy of all Information in its possession or power in the form that The Authority(ies) requires within seven working days (or such other period as The Authority(ies) may specify) of The Authority(ies) requesting the Information; and
  - 20.2.3. provide all necessary assistance as reasonably requested by The Authority(ies) to enable The Authority(ies) to respond to a request for Information within the time for compliance set out in Section 19 of the FOIA or the EIR.
- 20.3. The Authority(ies) shall be responsible for determining at its absolute discretion whether commercially sensitive information and/or any other Information:
- 20.3.1. is exempt from disclosure in accordance with the provisions of the FOIA or EIR; and
  - 20.3.2. is to be disclosed in response to a request for Information and in no event shall the Contractor respond directly to a request for Information unless expressly authorised to do so by The Authority(ies).
- 20.4. The Contractor acknowledges that The Authority(ies) may be obliged under the FOIA or the EIR to disclose Information;
- 20.4.1. without consulting the Contractor; or
  - 20.4.2. following consultation with the Contractor and having taken its views into account.
- 20.5. The Contractor shall ensure that all Information produced in the course of the Framework Agreement or relating to the Framework Agreement is retained for disclosure and shall permit The Police and Crime Commissioner for Sussex to inspect such records as requested from time to time.
- 20.6. The Contractor acknowledges that any lists or Schedules provided by it outlining Confidential Information are of indicative value only and that The Police and Crime Commissioner for Sussex may nevertheless be obliged to disclose Confidential Information in accordance with Clause 18.
21. Damages, Costs, Charges & Expenses
- 21.1. The Police and Crime Commissioner for Sussex may deduct all damages, costs, charges and expenses arising out of the neglect and/or failure of the Contractor or his agents or workmen in or about the performance or non-performance of this Framework Agreement from any sums due or to become due to the Contractor under the Framework Agreement and/or Order Agreement or any other contract with The Authority(ies), or to recover the same from him as a debt by action at law or otherwise as The Authority(ies) may determine.
22. Force Majeure
- 22.1. For the purposes of the Framework Agreement the expression “Force Majeure” shall mean any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, or any disaster or any industrial dispute affecting a third party for which a substitute third party

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is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.

- 22.2. Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of Price whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event.
- 22.3. If either party becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other party by the most expeditious method then available and shall inform the other party of the period which it is estimated that such failure or delay shall continue.
- 22.4. It is expressly agreed that any failure by the Contractor to perform or any delay by the Contractor in performing its obligations under the Framework Agreement which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Contractor shall have entered into any contract, supply arrangement or sub-contract or otherwise, shall be regarded as a failure or delay due to Force Majeure only in the event that such person firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or sub-contract or otherwise as a result of circumstances of Force Majeure.
- 22.5. For the avoidance of doubt it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure hereunder.
23. Bankruptcy and Insolvency
- 23.1. If the Contractor shall, from bankruptcy, insolvency, or other like cause be prevented or delayed in carrying out this Framework Agreement, or shall not carry out the same to the satisfaction of The Police and Crime Commissioner for Sussex, it shall be lawful for The Police and Crime Commissioner for Sussex, after notifying the Contractor of its intention to do so, to employ any other person to proceed with and complete the Framework Agreement, in such manner as it may think fit and proper, and thereafter the Framework Agreement shall, at the option of The Police and Crime Commissioner for Sussex become voidable, but without prejudice to any rights of action by The Police and Crime Commissioner for Sussex to which the Contractor may be subject for any neglect in or about the performance or non-performance of the Framework Agreement. No claim shall be made by the Contractor for materials supplied by him after the date of notice referred to above. Provided, however, that this Condition shall not be applied if and so far as The Police and Crime Commissioner for Sussex is satisfied that the delay has been due to strike or lock-out of workmen or other circumstances over which the Contractor had no control.
24. Improper Inducement or Reward
- 24.1. The Police and Crime Commissioner for Sussex shall be entitled to cancel the Framework Agreement and to recover from the Contractor the amount of any loss resulting from

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such cancellation if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Framework Agreement or any other contract with The Police and Crime Commissioner for Sussex or for showing or forbearing to show favour or disfavour to any person in relation to the Framework Agreement or any other contract with The Police and Crime Commissioner for Sussex or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with The Police and Crime Commissioner for Sussex the Contractor or any person employed by the Contractor or acting on its behalf shall have committed any offence under the Bribery Act 2010 or shall have given any fee or reward the receipt of which is an offence under Section 117 (2) and (3) of the Local Government Act 1972.

24.2. The decision of The Police and Crime Commissioner for Sussex shall be final and conclusive in any dispute, difference or question arising in respect of:

24.2.1. the interpretation of this Clause 24; or

24.2.2. the right of The Police and Crime Commissioner for Sussex under this Clause 24 to terminate the Framework Agreement.

25. Service of Notices

25.1. Any notice which either party is required to give to the other shall be given in or confirmed by writing and shall be sufficiently served if sent to the other party at its address specified in the Agreement either by (a) hand, (b) first class post or recorded delivery or, (c) facsimile, or (d) electronic mail transmission confirmed by registered, first class post or recorded delivery within 24 hours of transmission.

25.2. For the purpose of Clause 25.1 above the address of each party shall be:

25.2.1. Joint Procurement Service for Surrey and Sussex Police  
Sussex Police Headquarters  
Malling House  
Church Lane  
Lewes  
East Sussex  
BN7 2DZ



25.2.2. For the Contractor:

Company Name: Colas Limited

For the attention of: [Redacted]

Address: Colas LTD, The Broyle, Ringmer, East Sussex, BN85NP

Telephone: [Redacted] or [Redacted]

Email: [Redacted] or [Redacted]

25.3. Either party may change its address for service by notice as provided in this Clause

26. Intellectual Property Rights

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- 26.1. The Intellectual Property Rights in all documents produced by or on behalf of the Contractor in the performance of the Services shall vest in The Police and Crime Commissioner for Sussex.
- 26.1.1. The Contractor shall at any time during or after the Contract Period execute all documents and do all acts and things necessary to obtain or maintain in any part of the world any Intellectual Property Rights or other protection in respect of the documents produced by or on behalf of the Contractor in the performance of the Services. Alternatively, the Contractor shall vest the documents produced by or on behalf of the Contractor in the performance of the Services in The Police and Crime Commissioner for Sussex or as The Police and Crime Commissioner for Sussex directs.
- 26.1.2. Where the Contractor utilises the Intellectual Property Rights of any third party in carrying out the Services the Contractor warrants that it has full capacity and authority to utilise such Intellectual Property Rights.
- 26.1.3. If appropriate the Contractor shall:
- 26.1.4. use all reasonable efforts to procure the right to grant to The Police and Crime Commissioner for Sussex a sub-licence to use any third party Intellectual Property Rights, and by the entering into this Agreement, shall grant such sub-licence (which shall be perpetual and irrevocable); or
- 26.1.5. if the Contractor is unable to procure the right to grant the sub-licence referred to in Clause 26.1.4 the Contractor shall use its best endeavours to procure that the third party grants to The Police and Crime Commissioner for Sussex a licence to use the third party Intellectual Property Rights provided that the terms of any sub-licence (which shall be perpetual and irrevocable) shall not detract from the rights granted to The Police and Crime Commissioner for Sussex under the Agreement.
- 26.2. The Intellectual Property Rights in the pre-existing data shall remain with the owner of such. Each party shall grant to the other party a royalty free right to use the pre-existing data solely for the purposes of this Agreement.
27. Infringement of Intellectual Property Rights
- 27.1. The Contractor shall fully indemnify and hold The Police and Crime Commissioner for Sussex harmless against all actions, claims, demands, proceedings, costs, charges and expenses (including legal fees on an indemnity basis) arising from or incurred by reason of any infringement or alleged infringement of any letters patent, designs registered or unregistered, copyright, trade mark, trade name or other Intellectual Property Rights including any wrongful use of Confidential Information arising as a result of The Police and Crime Commissioner for Sussex's use, possession or reproduction of the results or arising in any other way from the Contractor's provision of the Services under the Agreement subject to:
- 27.1.1. The Police and Crime Commissioner for Sussex as appropriate promptly notifying the Contractor of any alleged infringement and, subject to Clause 27.1.3 below, allowing the Contractor at its own expense to conduct all negotiations for settlement or litigation;

**RESTRICTED - CONTRACTS**

- 27.1.2. The Police and Crime Commissioner for Sussex as appropriate making no admission without the Contractor's written consent unless and until the Contractor shall have failed to take over conduct of the negotiations or litigation;
- 27.1.3. the conduct of the Contractor of such negotiations or litigation shall be conditional upon the Contractor having given The Police and Crime Commissioner for Sussex such reasonable security as The Police and Crime Commissioner for Sussex may require for the compensation, damages costs and expenses for which The Police and Crime Commissioner for Sussex may become liable.
- 27.1.4. The Police and Crime Commissioner for Sussex at the Contractor's expense shall give the Contractor all available assistance.
- 27.2. If the Services or any part thereof becomes, or in the Contractor's reasonable opinion is likely to become, subject to any such action for infringement then, in addition to the indemnity under clause 27.1 above, the Contractor shall at its own expense negotiate to obtain the right for The Police and Crime Commissioner for Sussex or Framework Participant to continue to use the infringing items, if necessary by replacing, removing or modifying them, but without reducing their quality or ability to meet The Police and Crime Commissioner for Sussex's requirements as specified by the Agreement.
- 27.3. The Contractor shall indemnify The Police and Crime Commissioner for Sussex or Framework Participant against all losses, costs, damages and expenses whatsoever during the period that The Police and Crime Commissioner for Sussex is deprived of the Services or any part thereof by reason of such negotiations, replacements or modifications the outcome of which will be confirmed by notice in writing to The Police and Crime Commissioner for Sussex/Framework Participant which shall not entitle the Contractor to any addition to the Charges or any extension of the Order time.
- 27.4. Each party shall indemnify the other against all claims, demands, actions, costs, expenses, losses and damages arising from or incurred as a result of any infringement or alleged infringement of any Intellectual Property Rights in relation to the other party's use of its pre-existing data in accordance with the terms of this Agreement.
28. Equalities and Diversity
- 28.1. The Contractor agrees that there shall be no discrimination by it against any person with respect to opportunity for employment or conditions of employment, because of gender, disability, age, ethnic or national origin, marital status, religious creed, sexuality, responsibility for dependents or trade union activity.
- 28.2. The Contractor shall in all matters arising in the performance of the Framework Agreement conform with the provisions of the Equality Act 2010, Race Relations (Amendment) Act 2000 and any regulations made there under with due regard to the need to eliminate unlawful racial discrimination, and to promote equality, opportunity and good relationships between different racial groups.
- 28.3. The Contractor shall, at all times, be responsible for and take all such precautions as are necessary to protect the health and safety of all employees, volunteers and any other persons involved in, or receiving services from, the performance of the Framework Agreement and shall comply with the requirements of the Health and Safety at Work Act 1974 and any other Act or Regulation relating to the health and safety of employed persons and any amendment or re-enactment thereof.

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- 28.4. The Police and Crime Commissioner for Sussex shall be entitled at The Police and Crime Commissioner for Sussex's expense to inspect such books, accounts and records belonging to the Contractor as are necessary to demonstrate compliance with Clauses 28.1 to 28.3 above.
- 28.5. The cost to the Contractor in meeting the requirements of this Clause 28 shall be included in the Price.

29. Contracts (Rights of Third Parties) Act 1999

- 29.1. Without in any way detracting from The Police and Crime Commissioner for Sussex's right to place an Order on the terms of the Framework Agreement, a person who is not a party to this Framework Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Framework Agreement but this does not affect any rights or remedies of a third party which exists or are available from this Act.

30. Severability

- 30.1. If any provision of this Framework Agreement is held invalid, illegal or unenforceable for any reason by any court of component jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Framework Agreement 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 Framework Agreement, The Police and Crime Commissioner for Sussex and the Contractor shall immediately commence good faith negotiations to remedy such invalidity.

31. Dispute Resolution

- 31.1. The parties will use their best efforts to negotiate in good faith and settle any dispute that may arise out of or relate to the Framework Agreement within 20 working days of either party notifying the other of the dispute. If any dispute cannot be settled amicably through ordinary negotiations then it shall in the first instance be referred to the Head of Legal Services for The Police and Crime Commissioner for Sussex for discussion and resolution.
- 31.2. Each party will use all reasonable endeavours to reach a negotiated resolution to the dispute through the above dispute resolution procedure. If the dispute is not resolved at the meeting of the Head of Legal Services for The Police and Crime Commissioner for Sussex, the parties will attempt to settle it by mediation in accordance with the Centre for Effective Dispute Resolution (CEDR) Model Mediation Procedure ("the Model Procedure").
- 31.3. To initiate the mediation, a party must give notice in writing ("ADR notice") to the other party requesting a mediation.
- 31.4. The procedure in the Model Procedure will be amended to take account of:
- 31.4.1. Any relevant provisions in the Framework Agreement;
  - 31.4.2. Any other agreement which the parties may enter into in relation to the conduct of the mediation ("Mediation Agreement")]
- 31.5. If the parties fail to reach agreement within 25 working days of reference of the dispute to mediation, or such longer period as may be agreed between parties, then any dispute or difference between them may be referred to the Courts.

**RESTRICTED - CONTRACTS****32. The Police and Crime Commissioner for Sussex Disclaimer - NOT USED**

32.1. The Police and Crime Commissioner for Sussex nor any Framework Participant will accept no liability for any non-payment whatsoever or for any loss or damage whether indirect or direct howsoever from any Order placed under this Framework Agreement by The Police and Crime Commissioner for Sussex or non/The Police and Crime Commissioner for Sussex users. The Police and Crime Commissioner for Sussex or Framework Participant shall use its best endeavours to resolve any dispute that may arise with the Contractor under this Framework Agreement.

**33. Non-Exclusivity**

33.1. This Framework Agreement is for The Police and Crime Commissioner for Sussex or Framework Participant to use the Services (if required) of the Contractor and is not intended to place any restriction upon the ability of The Police and Crime Commissioner for Sussex or Framework Participant at their own discretion to use the services of other Contractors. Further The Police and Crime Commissioner for Sussex cannot guarantee the value or volume of Orders it may place with the Contractor under this Framework Agreement.

**34. Fair Trading**

34.1. The Police and Crime Commissioner for Sussex reserves the right to forward all information relating to this Framework Agreement to the Competition and Markets Authority (CMA) or the Financial Conduct Authority (FCA) by reason of the Competition Act 1998.

**35. Account Manager**

35.1. To ensure the Framework Agreement is efficiently managed the Contractor will be required to nominate an Account Manager who will act as a single point of contact for all queries. The Police and Crime Commissioner for Sussex will require the Contractor's Authorised Representative to attend regular meetings at dates specified after the Commencement Date of the Framework Agreement. In addition to appointing an Authorised Representative to attend regular meetings with The Police and Crime Commissioner for Sussex the successful Contractor will also be required to appoint a named internal representative(s) to deal with day to day Customer Service issues and complaints.

**36. Deed of Guarantee - NOT USED**

36.1. If the Contractor is a subsidiary Company within the meaning of Section 1159 of the Companies Act 2006, he shall provide a Guarantee by his holding company or companies to secure the due performance by the Contractor of his obligations to The Police and Crime Commissioner for Sussex.

36.2. Wherever Contracting Authorities require either a Parent Company Guarantee or a Performance Bond from the Contractor for individual projects, such guarantee or bond will be provided in the form listed at Appendix B of the Framework Agreement.

**37. Law and Jurisdiction**

37.1. The Framework Agreement shall be considered as a contract made in England and according to English Law and subject to the exclusive jurisdiction of the English Courts to which both parties hereby submit.

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37.2. This clause is binding on The Police and Crime Commissioner for Sussex and its respective successors and assignees and the Contractor and its successors and permitted assignees.

38. Amendment to the Framework Agreement

38.1. This Framework Agreement shall not be varied or amended unless such variation or amendment is agreed in writing by a duly authorised representative of The Police and Crime Commissioner for Sussex on behalf of The Police and Crime Commissioner for Sussex and by a duly authorised representative of the Contractor on behalf of the Contractor.

39. Waiver

39.1. The failure of either party to insist upon strict performance of any provision of this Framework Agreement 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 obligations established by this Framework Agreement.

39.2. A waiver of any default shall not constitute a waiver of any subsequent Default.

39.3. No waiver of any of the provisions of this Framework Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing in accordance with the provisions of clause notices.

40. Entire Agreement

40.1. This Framework Agreement constitutes the entire understanding between the parties relating to the subject matter of this Framework Agreement and, save as may be expressly referenced or referred to herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either party.

**SIGNED** by or on behalf of the Parties on the date ) which first appears in the Framework Agreement )

) [Redacted Signature]

) [Redacted Signature]

**SIGNED** by . [Redacted Signature] ..  
for and on behalf of the Authority

Name: [Redacted Name]

Position: .....Senior Procurement Officer.....

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**SIGNED** by [REDACTED] .....  
for and on behalf of the Contractor

Name: [REDACTED] .....

Position: CEO .....

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Schedule 1

ORDER TERMS AND CONDITIONS

THESE ORDER TERMS AND CONDITIONS are made the 1st of December 2025

BETWEEN:

(1) The Police and Crime Commissioner for Sussex of Sackville House, Brooks Close, Lewes, East Sussex, BN7 2FZ (the "Contracting Authority")

and

(2) Company Name: Colas Limited

whose registered office is at: 6210 Bishops Court, Birmingham Business Park, Solihull Parkway, Birmingham, England, B37 7YB

(the "Contractor")

These Order Conditions of Contract together with the relevant Order comprise the contractual provisions which apply to the Order entered into between the Contracting Authority and the Contractor.

NOW IT IS HEREBY AGREED as follows:

1. Definitions and Interpretations

As used in these Order Terms and Conditions:

- 1.1. "Authorised Officer" means The Police and Crime Commissioner for Sussex's representative duly authorised to act in the administration of the Contract.
- 1.2. "Commencement Date" means 1<sup>st</sup> of December 2025.
- 1.3. "Contracting Authority" means the Authority named in these Order Terms and Conditions who is permitted to access the Framework Agreement and place Orders with the Contractor for the provision of the Services.
- 1.4. "Contractor" means the person, firm or company whose tender has been accepted by The Police and Crime Commissioner for Sussex.
- 1.5. "Confidential Information" means any information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which relates to the business, affairs, properties, assets, trading practices, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and consultants of either party and all personal data and sensitive personal data within the meaning of the UK General Data Protection Regulation (UK GDPR).
- 1.6. "The Police and Crime Commissioner for Sussex" means The Police and Crime Commissioner for Sussex of Police Headquarters, Church Lane, Lewes BN7 2DZ
- 1.7. "EIR" means the Environmental Information Regulations 2004.
- 1.8. "FOIA" means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner in relation to such legislation.

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- 1.9. "Framework Agreement" means the agreement between The Police and Crime Commissioner for Sussex and the Contractor that allows for The Police and Crime Commissioner for Sussex and other Framework Participants to place orders for Services with the Contractor and includes the Order Agreement together with all Schedules thereto.
  - 1.10. "Services" means the Services to be supplied by the Contractor in accordance with the terms of the Order and in accordance with the Specification.
  - 1.11. "Intellectual Property Rights" means all patents, trademarks, service marks, design rights (whether registerable or otherwise), applications for any of the foregoing, copyright, database rights, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom).
  - 1.12. "Order" means an official order for the Services issued by or on behalf of the Contracting Authority to the Contractor.
  - 1.13. "Order Agreement" means the agreement between the Contracting Authority and the Contractor comprising these Order Term and Conditions and the Order.
  - 1.14. "Order Period" means a period of up to 4 years from the Commencement Date unless extended at the discretion of the Contracting Authority.
  - 1.15. "Premises" means the premises where the Services shall be provided as detailed in any Order.
  - 1.16. "Price" means the price to be paid to the Contractor for the supply and delivery of the Services calculated in accordance with the ITT documentation.
  - 1.17. "Specification" means the description of the Services contained in Schedule 2.
  - 1.18. Interpretation
    - 1.18.1. A reference to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment thereof.
    - 1.18.2. Unless the context otherwise requires or admits the masculine gender includes the feminine and vice versa and the singular includes the plural and vice versa.
    - 1.18.3. The headings and notes in this Framework Agreement shall not be deemed to be part thereof or to be taken into consideration in the interpretation or performance of the Framework Agreement.
    - 1.18.4. All references herein to Clauses are references to Clauses numbered in the Conditions and not to those in any other document forming part of the Framework Agreement.
    - 1.18.5. In the event and to the extent only of any conflict between the Clauses and the Schedules, the Clauses shall prevail.
  - 1.19. These terms supersede all previous terms of business.
2. Contractor's Obligations

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- 2.1. The Contractor shall supply the Services in accordance in all respects with the terms of the Framework Agreement and the Order Agreement. In the event of any conflict between the terms of these Order Terms and Conditions and the Framework Agreement, the terms of the Framework Agreement shall prevail.
  - 2.2. The Contractor shall provide to the entire satisfaction of the Authorised Officer, the efficient and safe provision of the Goods and/or Services specified in the attached documents, in accordance with the Specification, supplying all necessary staff together with approved equipment and materials so as to satisfy the Order in its entirety.
  - 2.3. For the avoidance of doubt any terms that the Contractor may seek to impose and which in any way contradict these Order Terms and Conditions shall be excluded and shall not apply in respect of the Order.
  - 2.4. For the avoidance of doubt the Contracting Authority shall be not responsible for any Goods and/or Services that are delivered by the Contractor and are not the subject of an Order.
  - 2.5. The Contractor shall ensure that the Services provided pursuant to the Order exceed or meet the requirements of the Specification and where the purpose for which the Services are required is indicated in the Order, either expressly or by implication, shall be fit for that particular purpose.
  - 2.6. The Contractor warrants that the Services to be supplied under this Order shall comply in all respects with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law which may be in force at the time when the Services are supplied.
  - 2.7. The Services shall comply with the appropriate specification or code of practice of the British Standard Institution or any European equivalent if there is a specification or code current for the Services during the Order Period.
  - 2.8. The Contractor shall be deemed to have satisfied itself as to the sufficiency and correctness of the Price. Unless otherwise expressly stated in the Order the Price shall cover all the Contractor's obligations and everything necessary for the supply of the Services under the Order.
  - 2.9. Unless otherwise expressly provided for in the Framework Agreement or the Order Agreement no claim by the Contractor will be allowed for any addition to the Price on the grounds of any matter relating to any document forming part of the Framework Agreement or the Order Terms and Conditions or any ambiguity or discrepancy therein on which an experienced contractor could have satisfied himself by reference to the Contracting Authority or any other appropriate means.
  - 2.10. The Contractor shall use their best endeavours to ensure that the Services they provide as any part of this Order do not discriminate against any section of the community, on grounds of gender, disability, age, ethnic or national origin, marital status, creed, sexuality, responsibility for dependants or trade union activity, except where the explicit nature of the Services so demands.
3. Contracting Authority's Obligations
- 3.1. The Contracting Authority shall select a Contractor for Orders in accordance with the criteria outlined in the ITT documentation.

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- 3.2. The Contracting Authority shall respond to any reasonable request for information in relation to the Services from the Contractor.
- 3.3. The Contracting Authority shall ensure that all Orders are awarded in accordance with the provisions of the ITT documentation and in accordance with the Procurement Act 2023.
4. Period of the Contract
  - 4.1. This Contract shall come into effect on the Commencement Date and shall continue for the Order Period of up to 4 Years until 1<sup>st</sup> December 2025.
  - 4.2. The Contracting Authority at its sole discretion will have the right to extend the Order Period.
  - 4.3. These Order Terms and Conditions and the Contractor's performance thereunder shall be reviewed at a frequency to be agreed between the parties.
5. Specification
  - 5.1. The Contractor shall satisfy itself as to the accuracy, nature and extent of the Services to be provided and defined in the Specification.
  - 5.2. If the Contractor finds any discrepancy, error, omission or mis-statement in the Order documents it shall immediately refer the same in writing to the Authorised Officer.
  - 5.3. Any such discrepancy error omission or mis-statement shall not vitiate the agreement nor shall it release the Contractor from the completion of the whole or any part of the Services to be provided.
  - 5.4. The Authorised Officer shall, in all such instances, issue instructions as to such discrepancies, errors, omissions and mis-statements.
  - 5.5. The Specification described is as far as practicable the whole of the Services to be provided, but the Contractor is responsible for ensuring that all these and incidental services are completed in the proper manner as generally accepted though not specified in detail.
6. Supply of Services
  - 6.1. The Contractor shall during the Order Period, on the days and at the times specified, provide the Services in accordance with the Specification and the Order Agreement (and any amendments or modifications thereof authorised) and to the entire satisfaction of the Authorised Officer.
  - 6.2. For the avoidance of doubt, the Contracting Authority shall not be responsible for any Services provided by the Contractor that are not the subject of an Order.
  - 6.3. The Services to be supplied under the Order Agreement shall be delivered to the place specified in the Order in accordance with Clause 12, in such quantities or numbers and at such times as the Contracting Authority shall specify in the Order.
  - 6.4. In the event that the Contractor is unable to accept the Order, then the Contractor shall notify the Contracting Authority within 3 working days of receipt of the Order. If the Contractor shall fail to provide such confirmation within 3 working days then the Order shall be deemed to have been accepted by the Contractor.

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- 6.5. The Contracting Authority shall during the Order Period, on the days and at the times specified, provide the Services in accordance with the Specification and the terms of this Order (and any modifications thereof authorised under the Conditions) and to the entire satisfaction of the Authorised Officer.
  - 6.6. Save as otherwise expressly stated in this Order, the Contractor shall provide all staff, materials, and other things whatsoever required for the provision of the Services in accordance with the Specification and any addition, deletion or variation thereof authorised under these Order Terms and Conditions.
  - 6.7. All purchases shall be in the Contractor's name and payment shall be made directly by the Contractor. The Contractor will permit no liens whatsoever to be placed against the property of the Contracting Authority as a result of failure of the Contractor, its agents, contractors and or sub-contractors to make payments required of them in this connection.
7. Price
- 7.1. In consideration for the provision of the Services, the Contracting Authority shall pay the Price calculated in accordance with the ITT documentation.
  - 7.2. Prices for the Services delivered under the Order Agreement shall be on the basis of a net delivered price excluding VAT.
  - 7.3. The Contracting Authority shall pay the Value Added Tax on the Price at the rate and in the manner prescribed by law from time to time.
8. Price Variations
- 8.1. As a minimum, the Prices will remain fixed for the first twelve months of the Order Period.
  - 8.2. Any variation in Price will be agreed between The Police and Crime Commissioner for Sussex and Contractor in accordance with Framework provisions.
  - 8.3. No additional variation in the Price will be accepted for any reason whatsoever unless the Contracting Authority shall have already accepted a Price variation in writing at its discretion.
  - 8.4. General trade circulars will not be accepted as a notice of intended variations.
  - 8.5. Details of special promotions should be notified in writing immediately to the Contracting Authority and shall be passed on in full to the Authorised Officer.
9. Ordering Procedures
- 9.1. The Contracting Authority shall select a Contractor to supply the Services in accordance with the criteria outlined in the ITT documentation.
  - 9.2. Fees will not normally be paid to a Contractor for speculative work undertaken as part of any competitive process by which individual projects will be placed. Where a contractor believes such a fee is justifiable they should seek the written agreement of the Contracting Authority before undertaking such work.
10. Contractor to have satisfied itself

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- 10.1. The Contractor shall be deemed to have satisfied itself as to the sufficiency and correctness of the Price. Unless otherwise stated in the Order Agreement the Price shall cover all the Contractor's obligations under the Order Agreement and everything necessary for the supply of the Services under the Order Agreement.
- 10.2. Unless otherwise expressly stated in the Order Agreement no claim by the Contractor will be allowed for any addition to the Price on the grounds of any matter relating to any document forming part of the Order Agreement or any ambiguity or discrepancy therein on which a Contractor could have satisfied himself by reference to the Contracting Authority or any other appropriate means.

**11. Quality and Inspection**

- 11.1. The Goods and Services shall conform in every respect to any sample drawings, pattern or specification (including but not limited to the Specification) provided or given by either party and shall be capable of meeting any standard or performance specified in the Order; and where the purpose for which the Goods and Services are required is indicated in the Order or otherwise, either expressly or by implication, be fit for that purpose.
- 11.2. The Contractor warrants that the design, construction and quality of the Goods and Services to be supplied under the Order shall comply in all respects with all relevant requirements of any Statute, Statutory Rule or Order, or other instrument having the force of law which may be in force at the time when the Goods and Services are supplied.
- 11.3. The Contractor warrants that Goods and Services to be supplied under the Order Agreement shall comply in all respects with all relevant requirements of any Statute, Statutory Rule or Order, or other instrument having the force of law which may be in force at the time when the Goods and Services are supplied.
- 11.4. The Contractor shall use its best endeavours to provide, for the purposes of this Order Agreement, Goods and Services whose manufacture/delivery, use and disposal have the least practicable harmful impact on the environment.
- 11.5. The Contracting Authority's Authorised Officer will be the sole judge as to the sufficiency of the Goods and Services provided.
- 11.6. On the commencement of the Order, and at such other times as required by the Authorised Officer, the Contractor will undertake a complete inventory of Goods and Services and agree this with the Authorised Officer.
- 11.7. The Contracting Authority shall at all reasonable times have access to the Premises or works of the Contractor and shall be afforded facilities for inspecting and testing any Goods and Services at the works of the Contractor before delivery. Such facilities shall be provided at the cost of the Contractor.
- 11.8. The Contracting Authority may analyse or test, or cause to be analysed or tested, any Goods or Services delivered by the Contractor, and if such Goods and Services are found not to be equal to or to vary from the Specification the Contracting Authority may reject the whole or any part thereof and recover the cost of the analysis or test from the Contractor.
- 11.9. The Contractor shall keep the Contracting Authority fully informed of the progress of any Order and shall work with the Contracting Authority in each step of the development of the Goods and Services so that the Contracting Authority has the opportunity to provide

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its comments and discuss its requirements. The Contractor agrees to fully co-operate with the Contracting Authority in this process.

**12. Delivery**

- 12.1. Delivery of the Goods and Services shall be itemised separately in the Order. Goods delivered to a carrier shall not be deemed to be delivery to the Contracting Authority unless otherwise agreed.
- 12.2. Any Goods delivered shall be properly packed and secured in such a manner as to reach their destination in good condition.
- 12.3. The Contractor is required to have adequate delivery equipment and sufficient personnel to deliver Goods to any area of the Premises, including upper floors.
- 12.4. Every delivery of Goods and Services shall be accompanied by a delivery note addressed to the Contracting Authority.
- 12.5. Proof of delivery shall only be considered on production by the Contractor of a copy of the delivery note signed by or on behalf of the Contracting Authority. The Contracting Authority disclaims all responsibility for the security of the Goods delivered and left at the Premises by the Contractor if Goods are delivered and left without a prior local agreement with the delivery establishment concerned.
- 12.6. The Contractor and the Contractor's servants and agents shall comply with all reasonable requirements of the Contracting Authority at the place of delivery and in particular shall ensure that their vehicles are not reversed or manoeuvred at any Premises without assistance from a responsible adult where children or vulnerable people are or are likely to be present.
- 12.7. All deliveries shall be agreed with the Contracting Authority. The timing of deliveries must coincide with normal working hours unless otherwise agreed with the Contractor.
- 12.8. The Contractor will deliver the correct Goods to the correct addresses and specific locations within establishments on the agreed dates, as detailed in Orders raised by the Contracting Authority.
- 12.9. Title to any Goods delivered shall pass to the Contracting Authority on delivery. Risk shall pass to the Contracting Authority at the end of the point at which payment is made.

**13. Premises and Equipment**

- 13.1. The Contracting Authority shall provide free of charge, maintain and service such premises and equipment as may be necessary for the performance of the Order but the Contractor shall be responsible for ensuring that such premises and equipment provided by The Police and Crime Commissioner for Sussex to enable the Contractor to provide the Service are fit for the purpose for which they are required and comply with every Act of Parliament, Byelaw, Regulation or Order currently in force affecting the same. The Police and Crime Commissioner for Sussex shall make readily available to the Contractor such co-operation to comply with this obligation.
- 13.2. The Contractor shall notify the Authorised Officer of the need to replace any of the Contracting Authority's equipment, furniture or fixtures used in the provision of the Service.

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- 13.3. The Contractor shall not alter, add to, or in any way vary the facilities or make any alterations or installations without having first obtained the approval of the Authorised Officer.
- 13.4. Subject to Clause 13.3, all necessary works connected with the premises and equipment shall be authorised by the Contracting Authority and executed at the expense of the Contracting Authority.
- 13.5. The Contractor hereby agrees to accept and maintain the facilities and equipment provided, in the condition in which they are found by the Contractor at the commencement of the Order. The Authorised Officer shall be the sole judge as to the sufficiency and condition of the facilities and equipment and shall order any changes or alterations thereto that they may deem desirable. The Contractor shall leave the said facilities and equipment in a neat and tidy condition and in good operating order at the expiration of the Order.
- 13.6. No additional equipment may be provided or installed by the Contractor to carry out the service within the Contracting Authority's premises without the prior approval in writing of the Authorised Officer.
- 13.7. The Contractor shall keep all hazardous materials or equipment used or stored on the Contracting Authority's premises by the Contractor under proper control and safekeeping and shall ensure that all such materials are properly and clearly labelled and shall maintained at each site such product data sheets as are required by the Control of Substances Hazardous to Health Regulations.
- 13.8. Contractor's premises must be pre-approved by the Contracting Authority for the Contractor to be permitted to store and carry out work on the Contracting Authority's vehicles on that premises.
  - 13.8.1. The Contracting Authority must be notified of any changes to the security features of the Contractor's premises within a timely manner.
  - 13.8.2. The Contracting Authority must be notified if the Contractor moves premises prior to being allocated work.

**14. Payment**

- 14.1. Payment of any Price due under an Order shall be made within thirty (30) days of receipt by The Police and Crime Commissioner for Sussex or Framework Participant (at its nominated address for invoices) of a valid invoice, from the Contractor.
- 14.2. The invoices shall show basic price, delivery and any other charges. It shall also include the order number, date of delivery and collection, the delivery address and invoice address in accordance with the terms of the Order.
- 14.3. Inaccurate invoices will not be settled until the error is amended and the payment period of 30 days will apply from the date of receipt of the amended invoice.
- 14.4. The Price are exclusive of Value Added Tax. The Police and Crime Commissioner for Sussex or Framework Participant shall pay the Value Added Tax on the Price at the rate and in the manner prescribed by law.

**15. Payment to Sub-Contractors**

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15.1. Where the Contractor enters into a sub-contract for the purpose of performing an Order, it shall cause a term to be included in such sub-contract that requires payment to be made for Goods and/or Services owed by the Contractor to the sub-contractor within a specified period not exceeding thirty (30) days from the receipt of a valid invoice, as defined by the sub-contract requirements.

**16. Defects After Acceptance**

16.1. On notice in writing by the Contracting Authority to the Contractor as soon as reasonably possible but no later than 3 calendar days from the date of the request the Contractor shall make good at its own expense any defect or damage to the Goods and/or Services which develops after delivery and installation and is caused by defective design, materials or workmanship, or the negligence of the Contractor or of its sub-contractor, servants or agents.

16.2. If the Contractor fails and/or neglects to make good such defect or damage pursuant to Clause 16.1 above within 3 calendar days of receipt of the request or such shorter period as is reasonable in the circumstances and notified to the Contractor, then the Contracting Authority may itself make good such defect or damage or engage a third party to repair and/or replace the equipment and deduct the cost of so doing from any monies due or which may become due to the Contractor under these Order Terms and Conditions or any other contract with The Police and Crime Commissioner for Sussex or with any department, office or agency of the Contracting Authority or recover the same from the Contractor as a debt.

16.3. If replacement parts are fitted by the Contractor any parts removed shall become the property of the Contractor unless retained by the Contracting Authority at its discretion.

**17. Monitoring and Reporting**

17.1. The Contractor shall:

17.1.1. appropriately manage the Services that it provides under all Orders;

17.1.2. be required to provide to the Contracting Authority accurate and up to date management information in relation to the Order Agreement at the required frequency throughout the Order Period. Such information shall include but not be limited to the volume and value of Orders and the Services provided;

17.1.3. on reasonable notice grant to the Contracting Authority and/or the Contracting Authority's external and internal auditors access to any relevant data or documentation relating to the Order Agreement and the supply of the Services for the purpose of carrying out an audit.

17.2. The Contractor shall hold performance review meetings in respect of the Order Agreement with the Contracting Authority at mutually agreed intervals. These meetings shall include a review of information and data on Service delivery performance, cost of ownership, reliability of Service, maintenance and repair, training, Contracting Authority enquiries and complaints and the volume and value of Orders. The Contractor shall co-operate fully in providing this and any other financial and statistical information required by the Contracting Authority during the course of each review.

17.3. The Contractor will be required to provide reports to the Contracting Authority as required.

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18. Contractor's Personnel

- 18.1. The Contractor shall select, employ, train, furnish and deploy in and about the performance of the Order Agreement and in the management thereof only such persons as are of good character, careful, skilled and experienced in their several trades and callings and who are proficient, productive and courteous.
- 18.2. The Contractor, its agents, sub-contractors and suppliers shall employ sufficient staff to ensure that the Services are delivered in accordance with the Specification. Without prejudice to the generality of this obligation, it shall be the duty of the Contractor to ensure that a sufficient reserve of staff is available to perform the Order Agreement in accordance with the Specification during staff holidays or absence through sickness or any other cause.
- 18.3. The Contractor shall ensure that all personnel engaged in and about the performance of the Order Agreement are at all times properly and sufficiently trained and instructed with regard to:
  - 18.3.1. the task or tasks that person has to perform;
  - 18.3.2. all relevant provisions of the Order Agreement;
  - 18.3.3. all relevant policies, rules, procedures and standards of the Contracting Authority;
  - 18.3.4. all relevant rules and procedures concerning Health and Safety at work legislation and Control of Substances Hazardous to Health;
  - 18.3.5. fire risks and fire precautions;
  - 18.3.6. the need to observe the highest standard of personal hygiene, courtesy and consideration;
  - 18.3.7. the need to recognise situations which involve an actual or potential danger or personal injury to any person upon the Premises and;
  - 18.3.8. where possible, without personal risk to make safe such situations or forthwith to report such situations to the appropriate member of the Contracting Authority's staff;
- 18.4. All monies or other items of value found at any Premises by the Contracting Authority's employees must be handed to a senior employee of The Police and Crime Commissioner for Sussex at the relevant Premises as soon as possible and a receipt or acknowledgement obtained therefore.
- 18.5. The Contractor shall maintain records of all training given to staff engaged in the performance of the Order Agreement and shall provide copies of such records to the Contracting Authority throughout the Order Period.
- 18.6. The Contractor shall have regard to the Contracting Authority's safety policy at each Premises, a copy of which shall be made available at each Premises. The Contractor shall nominate a person to be responsible for health and safety matters as required by the Health and Safety at Work Act 1974. Whilst on the Premises the Contractor shall require its employees to comply with the Contracting Authority's Safety Policy and also to comply with the lawful requirements of the Contracting Authority's Health and Safety Adviser. The Contracting Authority shall at its entire discretion be empowered to suspend the performance of the Order Agreement in the event of non-compliance by the Contractor

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with health and safety matters. The Contractor will not be able to resume performance of the Order Agreement until the Contracting Authority is satisfied that the non-compliance has been rectified. In respect of any such period of suspension, the default provisions as set out in these Conditions shall apply.

- 18.7. The Contracting Authority shall have the right to refuse access to its Premises at any time to any employee of the Contractor, its agents, sub-contractors or suppliers. The exercise of this right shall not diminish the Contractor's obligation of performance arising under the Order Agreement, provided that the Contractor shall have access to the Premises at times sufficient to fulfil the said obligation.
- 18.8. The Contractor shall ensure that all personnel engaged in or about the performance of the Order Agreement carry out their duties while on the Premises in a quiet and orderly manner causing the minimum possible disruption to the routine and procedures of the Contracting Authority's staff. Only those personnel engaged in the performance of the Order Agreement will be allowed to enter the Premises and in no circumstances must those staff be accompanied by other persons, children or pets.
- 18.9. The Contractor, its agents, sub-contractors and suppliers will be expected to follow normal procedures in engaging staff, including obtaining appropriate references.
- 18.10. The Contractor shall ensure that all personnel engaged in or about the performance of the Order Agreement report to reception at the commencement of any visit to the Premises and be identified as being authorised to be on the Premises.

**19. Warranty & Representations**

**19.1. The Contractor warrants and represents:**

- 19.1.1. the design, construction and quality of the Goods and Services to be supplied under the Order Agreement shall comply in all respects with all relevant requirements of any Statute, Statutory Rule or Order, or other instrument having the force of law which may be in force at the time when the Goods and Services are supplied.
- 19.1.2. the Goods and Services shall conform in every respect to any sample drawings, pattern or specification (including but not limited to the Specification) provided or given by either party and shall be capable of meeting any standard or performance specified in the Order Agreement and/or Schedules thereto; and where the purpose for which the Goods and Services are required is indicated in the Order or otherwise, either expressly or by implication, be fit for that purpose.
- 19.1.3. the Contractor shall discharge its obligations hereunder with all due skill, care and diligence including but not limited to the good industry practice and (without limiting the generality of this Clause) in accordance with its own established internal procedures.
- 19.1.4. the Contractor has full capacity and authority and all necessary consents (including but not limited to where its procedures require consent of its Parent Company) to enter into and perform the Order Agreement and that the Order Agreement is executed by the duly authorised representatives of the Contractor;
- 19.1.5. the provision of the Goods and Services or any part thereof shall not infringe the Intellectual Property Rights of any third party.

**20. Complaints**

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20.1. The Contractor will be required to handle and resolve all the Contracting Authority's complaints in an efficient and timely manner. Wherever possible all complaints must be resolved to the complete satisfaction of the Contracting Authority. Upon request, the Contractor will provide to the Contracting Authority statistical information relating to the number, type and frequency of completed/outstanding and resolved/unresolved complaints.

**21. Risk, Property and Title**

21.1. Risk and property and title in the Goods and Services shall pass to the Contracting Authority when delivery has been made in accordance with the Order Agreement without prejudice to any right of rejection to which the Contracting Authority may be entitled hereunder or otherwise.

21.2. All equipment, and materials owned by or hired or leased by or on loan to the Contractor other than that provided by the Contracting Authority intended to be used in the performance of the Goods and Services and stored on the Contracting Authority's premises shall be deemed to be the property of the Contractor and shall be stored on the premises at the sole risk of the Contractor.

21.3. The Contractor shall remove all equipment, and materials within such reasonable time after the end of the period of the Order as may be allowed by the Authorised Officer, failing which the Contracting Authority may:

21.3.1. sell any which are the property of the Contractor; and

21.3.2. return any which are not the property of the Contractor to the owner thereof at the Contractor's expense; and

21.3.3. after deducting from any proceeds of sale the costs, charges and expenses of and in connection with such sale and of and in accordance with return as aforesaid shall pay the balance (if any) to the Contractor but to the extent that the proceeds of any sales are insufficient to meet all such costs, charges and expenses the excess shall be a debt due from the Contractor to the Contracting Authority and shall be deductible or recoverable by the Contracting Authority from any monies due or that may become due to the Contractor under the Order or may be recovered by the Contracting Authority from the Contractor at law.

21.4. The Contracting Authority shall at any time be liable for the loss or damage to any of the Contractor's equipment, or materials. Provided, however, that this condition shall not be applied if the Contractor can show negligence on the part of the Contracting Authority or other contractors undertaking work on behalf of the Contracting Authority. The Contracting Authority will in no circumstances be responsible for any act of vandalism.

21.5. The operation of this Clause shall not be deemed to imply any approval by the Authorised Officer of the materials, or other matters referred to herein nor shall it prevent the rejection of any such materials or foods at any time by the Authorised Officer.

**22. Standards**

22.1. All Equipment shall be provided in accordance with the appropriate specification or code of practice of the British Standards Institution if there is a specification or code current for the Goods and Services at the time of quotation, or any European equivalent.

**23. Transfer**

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- 23.1. The Order Agreement is personal to the Contractor. The Order Agreement, or any part, share or interest in it, is not to be transferred, assigned or sub-let by the Contractor directly or indirectly, to any person or persons whomsoever, without the prior written consent of the Contracting Authority.
- 23.2. Notwithstanding any sub-contracting permitted hereunder, the Contractor shall remain primarily responsible for the acts and omissions of its sub-contractors as though they were its own.

24. Indemnity and Insurance

- 24.1. The Contractor shall be liable for and shall indemnify the Contracting Authority against any expense, liability, loss, claim or proceeding whatsoever arising under any statute or at common law in respect of personal injury to or death of any person whomsoever arising out of or in the course of or caused by the performance by the Contractor under the Order Agreement.
- 24.2. The Contractor shall be liable for and shall indemnify The Police and Crime Commissioner for Sussex against any expense, liability, loss, claim or proceedings in respect of any injury or damage whatsoever to property real or personal in so far as such injury or damages arises out of or in the course of or by reason of the performance by the Contractor under the Order Agreement.
- 24.3. prejudice to its liability to indemnify the Contracting Authority the Contractor shall take out and maintain:
  - 24.3.1. Public and Product Liability insurance, which shall, for any one occurrence or series of occurrences arising out of one event, be not less than £5M. The Contractor's Public and Product Liability insurance shall include cover for damage to vehicles and property (including items attached to vehicles) whilst in the care, custody and control of the Contractor. This should include interference and theft and cover should be for a minimum of £500,000 any one incident.
  - 24.3.2. Where required by law, Employers Liability insurance, which shall, for any one occurrence or series of occurrences arising out of one event, be not less than £5M
  - 24.3.3. Motor insurance to cover any vehicle or equipment used in connection with the Service including towing risks and carriage of passengers. It is the responsibility of the Contractor to ensure that any sub-contractor involved in this contract holds all the necessary motor and plant [equipment] insurance to undertake the services specified on an Order.
- 24.4. Subject always to Clauses 24.1 and 24.2, in no event shall either party be liable to the other for:
  - 24.4.1. loss of profits, business, revenue, goodwill or anticipated savings; and/or
  - 24.4.2. indirect or consequential loss or damage.
- 24.5. The provisions of Clause 24.4 shall not be taken as limiting the right of the Contracting Authority to claim from the Contractor for:
  - 24.5.1. additional operational and administrative costs and expenses incurred by the Contracting Authority as a result of the negligent acts and omissions of the Contractor its employees or agents; and/or

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- 24.5.2. expenditure or charges rendered unnecessary as a result of any default by the Contractor its employees or agents.
- 24.6. The insurance policies shall include an Indemnity to Principals clause such that the Contracting Authority as appropriate will be covered by such policies in respect of all claims arising from the activities of the Contractor in connection with the Order Agreement which are risks covered by such policies.
- 24.7. The Contractor shall not cause or permit any breach of such insurance policy.
- 24.8. The Contractor shall immediately notify The Police and Crime Commissioner for Sussex and the Contractor's insurers of any happening or event which may give rise to any claim, demand, proceedings, damage, cost or charge whatsoever arising out of the Order Agreement, and the Contractor shall indemnify the Contracting Authority against any loss whatsoever which may be occasioned to the Contracting Authority by the Contractor's failure to give such notification.
- 24.9. Where the Contracting Authority agrees the employment by the Contractor of a sub-contractor then the clauses above, relating to insurance, must form part of the contract between the Contractor and sub-contractor.
- 24.10. Nothing in this Clause shall be construed as limiting either party's liability for personal injury or death caused by the negligence of that party.
25. Health and Safety
- 25.1. The Contractor shall at all times comply with the requirements of the Health and Safety at Work Act 1974 and any other Act or Regulation relating to the health and safety of persons and any amendment or re-enactment thereof.
26. Termination
- 26.1. By the Contracting Authority:
- 26.1.1. The Contracting Authority may terminate this Order Conditions of Contract by giving to the Contractor not less 4 weeks of such termination if;
- 26.1.1.1. there is a change of control, as defined by Section 416 of the Income and Corporation Taxes Act 1988 or any subsequent legislation, in the Contractor or its Parent Company; or the Contractor, being an individual, or where the Contractor is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by Section 416 of the Income and Corporation Taxes Act 1988 or any subsequent legislation, shall at any time become bankrupt or shall have a receiving order or administration order made against them or shall make any composition or arrangement with or for the benefit of their creditors, or shall make any conveyance or assignment for the benefit of their creditors, or shall purport to do so, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986 or they shall become apparently insolvent within the meaning of the Bankruptcy (Scotland) Act 1985 as amended by the Bankruptcy (Scotland) Act 1993 or any application shall be made under any bankruptcy or insolvency act for the time being in force for sequestration of their estate, or a trust deed shall be granted by them for the benefit of their creditors; or any similar event occurs under the law of any other jurisdiction; or

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26.1.1.2. the Contractor, being a company, passes a resolution, or the Court makes an order that the Contractor or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Contractor or the Parent Company, or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding up order, or the Contractor or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 or any similar event occurs under the law of any other jurisdiction.

26.1.2. The Contracting Authority may at any time by notice in writing terminate these Order Conditions of Contract forthwith, if the Contractor is in default of any obligation under this Contract and:

26.1.2.1. the Default is capable of remedy and the Contractor shall have failed to remedy the default within thirty (30) days of written notice to the Contractor specifying the default and requiring its remedy; or

26.1.2.2. the Default is not capable of remedy.

26.2. Termination in accordance with this clause or otherwise shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to any party.

26.3. Following termination of the Order Agreement the Contractor shall continue to fulfil such Orders that maybe outstanding or that it may receive in accordance with Order Agreement up to the date of termination.

**27. Confidentiality**

27.1. Each party:

27.1.1. shall treat all Confidential Information belonging to the other party as confidential and safeguard it accordingly; and

27.1.2. shall not disclose any Confidential Information belonging to the other party to any other person without the prior written consent of the other party, except to such persons and to such extent as may be necessary for the performance of the Order Agreement or except where disclosure is otherwise expressly permitted by the provisions of this Order Agreement.

27.2. The Contractor shall take all necessary precautions to ensure that all Confidential Information obtained from the Contracting Authority in connection with the Order Agreement:

27.2.1. is given only to such of its staff, sub-contractors and agents engaged in connection with the Order Agreement and only to the extent necessary for the performance of the Order Agreement;

27.2.2. is treated as confidential and not disclosed (without prior approval) or used by any staff, sub-contractors or agents otherwise than for the purposes of the Order Agreement.

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- 27.3. Where it is considered necessary in the opinion of the Contracting Authority the Contractor shall ensure that its staff, sub-contractors and agents sign a confidentiality undertaking before commencing work in connection with the Order Agreement. The Contractor shall ensure that its staff, sub-contractors and agents are aware of the Contractor's confidentiality obligations under this Order Agreement.
  - 27.4. The Contractor shall not use any Confidential Information it receives from the Contracting Authority otherwise than for the purposes of the Order Agreement.
  - 27.5. The provisions of Clauses 27.1 to 27.4 shall not apply to any Confidential Information received by one party from the other:
    - 27.5.1. which is or becomes public knowledge (otherwise than by breach of this Clause);
    - 27.5.2. which was in the possession of the receiving party, without restriction as to its disclosure, before receiving it from the disclosing party;
    - 27.5.3. which is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure;
    - 27.5.4. is independently developed without access to the Confidential Information; or
    - 27.5.5. which must be disclosed pursuant to a statutory, legal or parliamentary obligation placed upon the party making the disclosure, including any requirements for disclosure under the FOIA, or the EIR pursuant to Clause 29.
  - 27.6. Nothing in this Clause shall prevent the Contracting Authority from:
    - 27.6.1. disclosing any Confidential Information for the purpose of the examination, audit and certification of the Contracting Authority's accounts; or
    - 27.6.2. disclosing any Confidential Information obtained from the Contractor to any person engaged in providing services to the Contracting Authority for any purpose relating to the Order Agreement;
  - 27.7. provided that in disclosing information under Clause 27.6.2 above, the Contracting Authority discloses only the information which is necessary for the purpose concerned and requires that the information is treated in confidence.
  - 27.8. The Contractor shall not without the prior written consent of the Contracting Authority divulge the existence of the Order Agreement or any Order or disclose any information relating to or contained in the Order Agreement to any person who is not engaged in the performance of the Order Agreement.
  - 27.9. In the event that the Contractor fails to comply with Clause 27, the Contracting Authority reserves the right to terminate the Order Agreement by notice in writing with immediate effect.
  - 27.10. In line with the Government's ongoing drive to open up activities of the public sector to greater scrutiny, the parties hereby agree that nothing in this Clause 27 shall prevent The Police and Crime Commissioner for Sussex from publishing any payments made by the Contracting Authority to the Contractor under the terms of this Order Agreement.
  - 27.11. The provisions of this Clause 27 shall apply notwithstanding termination of the Order Agreement.
28. Data Protection Act 2018 (DPA 2018)

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- 28.1. The Contractor shall (and shall procure that any of its staff involved in the provision of this Framework Agreement) be notified under the Data Protection Act 2018 (“DPA”) and both Parties will duly observe all their obligations under the DPA which arise in connection with the Framework Agreement.
- 28.2. Notwithstanding the general obligations in Clause 28.1, where the Contractor is processing Personal Data as a data processor for the Authority the provisions set out at clauses 28.3 – 28.11 shall apply.
- 28.3. The Contractor shall not disclose or allow access to any Personal Data provided by the Authority, or acquired by the Contractor during the course of tendering or executing its obligations under the Contract, other than to a person employed or engaged by the Contractor or a Sub-Contractor or to data subjects to the extent that they are entitled to receive such Personal Data in accordance with the DPA, without the prior written permission of the Authority.
- 28.4. Any disclosure or access to Personal Data allowed under this Clause 28 shall be made in confidence and shall extend only so far as necessary for the purposes of the Contract except as otherwise required by the requirements of the DPA.
- 28.5. The Contractor shall obtain the prior written agreement of the Authority to store or process Personal Data at sites outside the United Kingdom.
- 28.6. The Contractor agrees that it, its Staff and agents and subcontractors or any other person in the control of the Contractor shall store or process Personal Data in accordance with the DPA and any statutory re-enactment or modification thereof.
- 28.7. The Contractor shall fully indemnify the Authority against the costs of dealing with any successful civil claims made in respect of information subject to the DPA, or any statutory re-enactment or modification thereof, which claims would not have arisen but for some act, omission or negligence on the part of the Contractor, its Staff, agents or subcontractors.
- 28.8. All Personal Data, which is the subject of this Clause 28, shall be retained at all times in the possession and under the control of the Contractor. All rights in any compilation or database of such Personal Data shall vest in and be the property of the Authority. The Contractor shall ensure that the Authority at all times has full rights of access to all such Personal Data and may take copies thereof.
- 28.9. With respect to the Parties' rights and obligations under this Contract, the Parties agree that the Authority is the Data Controller and that the Contractor is the Data Processor.
- 28.10. The Contractor shall:
  - (a) Process the Personal Data only in accordance with instructions from the Authority (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Authority to the Contractor during the Term);
  - (b) Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Goods and/or Services or as is required by relevant Law or any Regulatory Body;
  - (c) implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which

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might result from any unauthorised or unlawful processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

(d) take reasonable steps to ensure the reliability of any Staff who have access to the Personal Data;

(e) obtain prior written consent from the Authority in order to transfer the Personal Data to any Sub--contractors or Affiliates for the provision of the Services;

(f) ensure that all Staff required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause 28;

(g) ensure that none of the Staff publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Authority;

(h) notify the Authority (within five Working Days) if it receives:

(i) a request from a Data Subject to have access to that person's Personal Data; or

(ii) a complaint or request relating to the Authority's obligations under the Data Protection Legislation;

(i) provide the Authority with full cooperation and assistance in relation to any complaint or request made, including by:

(i) providing the Authority with full details of the complaint or request;

(ii) complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Authority's instructions;

(ij) providing the Authority with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Authority); and

(iv) providing the Authority with any information requested by the Authority;

(j) permit the Authority to inspect and audit the Contractor's data Processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Authority to enable the Authority to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;

(k) provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Authority); and

(l) not Process Personal Data outside the UK without the prior written consent of the Authority and, where the Authority consents to a transfer, to comply with:

(i) the obligations of a Data Controller under the Data Protection Act 2018 by providing an adequate level of protection to any Personal Data that is transferred; and

(ii) any reasonable instructions notified to it by the Authority.

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- 28.11. The Contractor shall comply at all times with the DPA and shall not perform its obligations under this Contract in such a way as to cause the Authority to breach any of its applicable obligations under the DPA.
29. Freedom of Information Act 2000 (FOIA) and Environmental Information Regulations 2004 (EIR)
- 29.1. The Contractor acknowledges that the Contracting Authority is subject to the requirements of the FOIA and the EIR and shall assist and co-operate with the Contracting Authority (at the Contractor's expense) to enable the Contracting Authority to comply with these Information disclosure requirements.
- 29.2. The Contractor shall and shall procure that its sub-contractors shall:
- 29.2.1. transfer any request for information to the Contracting Authority as soon as practicable after receipt and in any event with two working days of receiving a request for information; and
  - 29.2.2. provide the Contracting Authority with a copy of all information in its possession or power in the form that the Contracting Authority requires within seven working days (or such other period as the Contracting Authority may specify) of the Contracting Authority requesting the information; and
  - 29.2.3. provide all necessary assistance as reasonably requested by the Contracting Authority to enable the Contracting Authority to respond to a request for information within the time for compliance set out in Section 10 of the FOIA or the EIR.
- 29.3. The Contracting Authority shall be responsible for determining at its absolute discretion whether commercially sensitive information and/or any other information:
- 29.3.1. is exempt from disclosure in accordance with the provisions of the FOIA or EIR; and
  - 29.3.2. is to be disclosed in response to a request for information and in no event shall the Contractor respond directly to a request for information unless expressly authorised to do so by the Contracting Authority.
- 29.4. The Contractor acknowledges that the Contracting Authority may be obliged under the FOIA or the EIR to disclose information:
- 29.4.1. without consulting the Contractor; or
  - 29.4.2. following consultation with the Contractor and having taken its views into account.
- 29.5. The Contractor shall ensure that all information produced in the course of the Order Agreement or relating to the Order Agreement is retained for disclosure and shall permit the Contracting Authority to inspect such records as requested from time to time.
- 29.6. The Contractor acknowledges that any lists or Schedules provided by it outlining Confidential Information are of indicative value only and that the Contracting Authority may nevertheless be obliged to disclose Confidential Information in accordance with Clause 29.4.
30. Damages, Costs, Charges & Expenses
- 30.1. The Contracting Authority may deduct all damages, costs, charges and expenses arising out of the neglect and/or failure of the Contractor or their agents or workmen in or about the performance or non-performance of this Order Agreement from any sums due or to

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become due to the Contractor under the Framework Agreement and/or Order Agreement or any other contract with the Contracting Authority, or to recover the same from them as a debt by action at law or otherwise as the Contracting Authority may determine.

**31. Force Majeure**

- 31.1. For the purposes of the Order Agreement the expression "Force Majeure" shall mean any cause affecting the performance by a party of its obligations arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control including (but without limiting the generality thereof) governmental regulations, fire, flood, or any disaster or any industrial dispute affecting a third party for which a substitute third party is not reasonably available. Any act, event, omission, happening or non-happening will only be considered Force Majeure if it is not attributable to the wilful act, neglect or failure to take reasonable precautions of the affected party, its agents or employees.
- 31.2. Neither party shall in any circumstances be liable to the other for any loss of any kind whatsoever including but not limited to any damages or abatement of Price whether directly or indirectly caused to or incurred by the other party by reason of any failure or delay in the performance of its obligations hereunder which is due to Force Majeure notwithstanding the foregoing, each party shall use all reasonable endeavours to continue to perform, or resume performance of, such obligations hereunder for the duration of such Force Majeure event.
- 31.3. If either party becomes aware of circumstances of Force Majeure which give rise to or which are likely to give rise to any such failure or delay on its part it shall forthwith notify the other party by the most expeditious method then available and shall inform the other party of the period which it is estimated that such failure or delay shall continue.
- 31.4. It is expressly agreed that any failure by the Contractor to perform or any delay by the Contractor in performing its obligations under the Order Agreement which results from any failure or delay in the performance of its obligations by any person, firm or company with which the Contractor shall have entered into any contract, supply arrangement or sub-contract or otherwise, shall be regarded as a failure or delay due to Force Majeure only in the event that such person firm or company shall itself be prevented from or delayed in complying with its obligations under such contract, supply arrangement or sub-contract or otherwise as a result of circumstances of Force Majeure.
- 31.5. For the avoidance of doubt it is hereby expressly declared that the only events which shall afford relief from liability for failure or delay shall be any event qualifying for Force Majeure hereunder.

**32. Bankruptcy and Insolvency**

- 32.1. If the Contractor shall, from bankruptcy, insolvency, or other like cause be prevented or delayed in carrying out this Order Agreement, or shall not carry out the same to the satisfaction of the Contracting Authority, it shall be lawful for the Contracting Authority, after notifying the Contractor of its intention to do so, to employ any other person to proceed with and complete the Order Agreement, in such manner as it may think fit and proper, and thereafter the Order Agreement shall, at the option of the Contracting Authority become voidable, but without prejudice to any rights of action by the Contracting Authority to which the Contractor may be subject for any neglect in or about the performance or non-performance of the Order Agreement. No claim shall be made by

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the Contractor for materials supplied by them after the date of notice referred to above. Provided, however, that this Condition shall not be applied if and so far as the Contracting Authority is satisfied that the delay has been due to strike or lock-out of workmen or other circumstances over which the Contractor had no control.

**33. Improper Inducement or Reward**

33.1. The Contracting Authority shall be entitled to cancel the Order Agreement and to recover from the Contractor the amount of any loss resulting from such cancellation if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the Order Agreement or any other contract with the Contracting Authority or for showing or forbearing to show favour or disfavour to any person in relation to the Order Agreement or any other contract with the Contracting Authority or if the like acts shall have been done by any person employed by them or acting on their behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the Contracting Authority the Contractor or any person employed by the Contractor or acting on its behalf shall have committed any offence under the Bribery Act 2010 or shall have given any fee or reward the receipt of which is an offence under Section 117 (2) and (3) of the Local Government Act 1972.

33.2. The decision of the Contracting Authority shall be final and conclusive in any dispute, difference or question arising in respect of:

33.2.1. the interpretation of this Clause 33; or

33.2.2. the right of the Contracting Authority under this Clause 33 to terminate the Order Agreement.

**34. Service of Notices**

34.1. Any notice which either party is required to give to the other shall be given in or confirmed by writing and shall be sufficiently served if sent to the other party at its address specified in the Agreement either by (a) hand, (b) first class post or recorded delivery or, (c) facsimile, or (d) electronic mail transmission confirmed by registered, first class post or recorded delivery within 24 hours of transmission.

34.2. For the purpose of Clause 34.1 above the address of each party shall be:

34.2.1. For the Contracting Authority:

For the attention of: Joint Procurement Service for Surrey and Sussex Police  
Address: Sussex Police Headquarters  
Malling House  
Church Lane  
Lewes  
East Sussex  
BN7 2DZ

Email address: 

34.2.2. For the Contractor:

Company Name: Colas Limited

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For the attention of: [REDACTED]  
Address: Colas LTD, The Broyle, Ringmer , East Sussex, BN85NP  
Email: [REDACTED] or [REDACTED]

34.3. Either party may change its address for service by notice as provided in this Clause 34.

**35. Intellectual Property Rights**

- 35.1. The Intellectual Property Rights in all documents produced by or on behalf of the Contractor shall vest in the Contracting Authority.
- 35.2. The Contractor shall at any time during or after the Order Period execute all documents and do all acts and things necessary to obtain or maintain in any part of the world any Intellectual Property Rights or other protection in respect of the documents produced by or on behalf of the Contractor in the delivery of the Goods. Alternatively the Contractor shall vest the documents produced by or on behalf of the Contractor in the delivery of the Goods in the Contracting Authority or as the Contracting Authority directs.
- 35.3. Where the Contractor utilises the Intellectual Property Rights of any third party in carrying out the Goods the Contractor warrants that it has full capacity and authority to utilise such Intellectual Property Rights.
- 35.4. If appropriate the Contractor shall:
  - 35.4.1. use all reasonable efforts to procure the right to grant to the Contracting Authority a sub-licence to use any third-party Intellectual Property Rights, and by the entering into this Agreement, shall grant such sub-licence (which shall be perpetual and irrevocable); or
  - 35.4.2. if the Contractor is unable to procure the right to grant the sub-licence referred to in Clause 35.4.1 the Contractor shall use its best endeavours to procure that the third party grants to the Contracting Authority a licence to use the third party Intellectual Property Rights provided that the terms of any sub-licence (which shall be perpetual and irrevocable) shall not detract from the rights granted to the Contracting Authority under the Agreement.
- 35.5. The Intellectual Property Rights in the pre-existing data shall remain with the owner of such. Each party shall grant to the other party a royalty free right to use the pre-existing data solely for the purposes of this Agreement.

**36. Infringement of Intellectual Property Rights**

- 36.1. The Contractor shall fully indemnify and hold the Contracting Authority harmless against all actions, claims, demands, proceedings, costs, charges and expenses (including legal fees on an indemnity basis) arising from or incurred by reason of any infringement or alleged infringement of any letters patent, designs registered or unregistered, copyright, trade mark, trade name or other Intellectual Property Rights including any wrongful use of Confidential Information arising as a result of Contracting Authority's use, possession or reproduction of the results or arising in any other way from the Contractor's provision of the Goods and Services under the Agreement subject to:
  - 36.1.1. the Contracting Authority as appropriate promptly notifying the Contractor of any alleged infringement and, subject to Clause 36.1.3 below, allowing the Contractor at its own expense to conduct all negotiations for settlement or litigation;

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- 36.1.2. the Contracting Authority as appropriate making no admission without the Contractor's written consent unless and until the Contractor shall have failed to take over conduct of the negotiations or litigation;
  - 36.1.3. the conduct of the Contractor of such negotiations or litigation shall be conditional upon the Contractor having given the Contracting Authority such reasonable security as the Contracting Authority may require for the compensation, damages costs and expenses for which the Contracting Authority may become liable;
  - 36.1.4. the Contracting Authority at the Contractor's expense shall give the Contractor all available assistance.
  - 36.2. If the Goods or any part thereof becomes, or in the Contractor's reasonable opinion is likely to become, subject to any such action for infringement then, in addition to the indemnity under Clause 36.1 above, the Contractor shall at its own expense negotiate to obtain the right for the Contracting Authority to continue to use the infringing items, if necessary by replacing, removing or modifying them, but without reducing their quality or ability to meet the Contracting Authority's requirements as specified by the Agreement.
  - 36.3. The Contractor shall indemnify the Contracting Authority against all losses, costs, damages and expenses whatsoever during the period that the Contracting Authority is deprived of the Goods or any part thereof by reason of such negotiations, replacements or modifications the outcome of which will be confirmed by notice in writing to the Contracting Authority which shall not entitle the Contractor to any addition to the Price or any extension of the Order time.
  - 36.4. Each party shall indemnify the other against all claims, demands, actions, costs, expenses, losses and damages arising from or incurred as a result of any infringement or alleged infringement of any Intellectual Property Rights in relation to the other party's use of its pre-existing data in accordance with the terms of this Agreement.
37. Equalities and Diversity
- 37.1. The Contractor agrees that there shall be no discrimination by it against any person with respect to opportunity for employment or conditions of employment, because of gender, disability, age, ethnic or national origin, marital status, religious creed, sexuality, responsibility for dependents or trade union activity.
  - 37.2. The Contractor shall in all matters arising in the performance of the Order Agreement conform with the provisions of the Equality Act 2010, Race Relations (Amendment) Act 2000 and any regulations made there under with due regard to the need to eliminate unlawful racial discrimination, and to promote equality, opportunity and good relationships between different racial groups
  - 37.3. The Contractor shall, at all times, be responsible for and take all such precautions as are necessary to protect the health and safety of all employees, volunteers and any other persons involved in, or receiving Goods or Services from, the performance of the Order Agreement and shall comply with the requirements of the Health and Safety at Work Act 1974 and any other Act or Regulation relating to the health and safety of employed persons and any amendment or re-enactment thereof.

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37.4. The Contracting Authority shall be entitled at the Contracting Authority's expense to inspect such books, accounts and records belonging to the Contractor as are necessary to demonstrate compliance with Clauses 37.1 to 37.5 above.

37.5. The cost to the Contractor in meeting the requirements of this Clause 37 shall be included in the Price.

**38. Contracts (Rights of Third Parties) Act 1999**

38.1. Without in any way detracting from the Contracting Authority's right to place an Order under these Order Terms and Conditions, a person who is not a party to this Order Agreement has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Order Agreement but this does not affect any rights or remedies of a third party which exists or are available from this Act.

**39. Severability**

39.1. If any provision of this Order Agreement is held invalid, illegal or unenforceable for any reason by any court of component jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if this Order Agreement 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 Order Agreement, the Contracting Authority and the Contractor shall immediately commence good faith negotiations to remedy such invalidity.

**40. PERFORMANCE INDICATORS**

40.1. The Contractor's contribution to progress in achieving certain of the Framework Objectives will be monitored and assessed by the relevant workshop manager.

40.2. The Contractor will provide the Contracting Authority(ies) with such information and assistance as the Contracting Authority(ies) may reasonably require in order to assess the Contractor's progress in achieving the Framework Objectives.

40.3. The Contracting Authority(ies) may provide the Contractor with a written report summarising their assessment of the Contractor's performance against an agreed upon set of performance indicators. The Contractor 's performance will be scored and weighted accordingly and the aggregate scores set out in the Contracting Authority(ies)' report.

40.4. The Parties will jointly review the Contracting Authority(ies)' report with a view to:

40.4.1. identifying any aspects or elements of the Contractor's performance which may have been overlooked;

40.4.2. identifying any aspects or elements of the Police and Crime Commissioner for Sussex's performance, or that of other participating Contracting Authorities, which may have had an adverse effect upon the Contractor's performance;

40.4.3. ratifying the basis of assessment and, where applicable, scoring;

40.4.4. identifying any particular aspects or elements of the Parties' performance which could be improved upon; and

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- 40.4.5. assessing whether the existing Performance Indicators have proved to be and are likely to remain until the next assessment, fair, reasonable and appropriate indicators of the Contractor’s contribution to progress in achieving the Framework Objectives.
- 40.5. The Police and Crime Commissioner for Sussex shall be entitled to disclose its report and discuss the Contractor’s performance with other Contracting Authorities or Framework Participants as it deems necessary and/or appropriate.
- 40.6. Feedback will be gathered by the Police and Crime Commissioner for Sussex from each Contracting Authority and shall be used as a basis to assess the overall performance of the Contractor and the Framework as a whole.

**41. SUSPENSION AND TERMINATION**

- 41.1. Without prejudice to any action or remedy a Contracting Authority is entitled to take or seek pursuant to the terms of an Underlying Contract, where a complaint about the Contractor is raised or a problem is highlighted by the Police and Crime Commissioner for Sussex’s Nominated Person or representative or a Contracting Authority/Party about the way any Underlying Contract has been delivered or performed or about the materials or procedures used or about any other matter connected with the performance of the Underlying Contract (“the Complaint”), then the Police and Crime Commissioner for Sussex shall take such steps as it deems necessary to ascertain whether the Complaint is founded. If the Police and Crime Commissioner for Sussex so decides, it may, acting reasonably, take further action in accordance with the provisions of clause 41.2 below.
- 41.2. In the event that the Police and Crime Commissioner for Sussex, acting reasonably, is of the opinion that there has been a breach of the Framework Agreement by the Contractor, or the Contractor’s performance has failed to meet the standards of the Framework or those expected of a reasonably competent contractor engaged in the activities covered by this Framework, then the Police and Crime Commissioner for Sussex may, without prejudice to its rights under clauses 41.3 and 41.4 below, depending on the nature and seriousness of the matter immediately suspend the Contractor from the Framework Agreement for such period as it shall in all circumstances deem appropriate and shall impose such conditions as it considers necessary, taking into account the nature of the Complaint, with which the Contractor must comply before the suspension is lifted.
- 41.3. The Police and Crime Commissioner for Sussex may assess the Contractor’s continued compliance with the Key Performance Indicators and Minimum Standards upon the request of any Contracting Authority.
- 41.4. In the event that the Contractor does not demonstrate that it continues to meet the Minimum Standards in an assessment carried out pursuant to clause 41.3 of the Framework Agreement, the Police and Crime Commissioner for Sussex shall so notify the Contractor and the Contracting Authority in writing.
- 41.5. Suspension for specific breaches - the Contractor shall not do anything that:
  - 41.5.1. may place the Police and Crime Commissioner for Sussex or Contracting Authority in breach of any health and safety requirement;
  - 41.5.2. may cause the Police and Crime Commissioner for Sussex or Contracting Authority to suffer significant economic loss;

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- 41.5.3. may cause the Police and Crime Commissioner for Sussex or Contracting Authority to suffer damage to their reputation.
- 41.6. If the Police and Crime Commissioner for Sussex, acting reasonably considers that there is or is likely to be a breach of this clause by the Contractor; or if there is any risk to any person; or if there is an accident or other event which in the opinion of the Police and Crime Commissioner for Sussex may necessitate urgent remedial action, the Police and Crime Commissioner for Sussex may:
- 41.6.1. be empowered to suspend the performance of the Task or part thereof. The Contractor shall not resume provision of the Task or such part until the Police and Crime Commissioner for Sussex is satisfied that the non-compliance has been rectified. Any such suspension shall not absolve the Contractor from meeting other obligations under the Framework or any Underlying Contract; and/or;
  - 41.6.2. inform the Contractor in writing what action they require the Contractor to take to remedy that breach or abate that risk and may also state any timescales within which such steps are to be taken; and/or
  - 41.6.3. themselves take such steps or remedial action (or pay or employ others to do the same) as may in the reasonable opinion of the Police and Crime Commissioner for Sussex be necessary to remedy that breach or abate that risk, provided that the Police and Crime Commissioner for Sussex shall tell the Contractor of the action required as soon as it is reasonably practicable to do so. If such steps or remedial action are necessary because of the default of the Contractor then the costs incurred together with an administration charge will be immediately payable by the Contractor and recovered as a debt or in such other way as the Police and Crime Commissioner for Sussex choose; and/or
  - 41.6.4. suspend the appointment of the Contractor to the Framework Agreement, inform the Contractor immediately of such decision to suspend and give them an opportunity to state their case. The suspension may continue until the Contractor is informed in writing by the Police and Crime Commissioner for Sussex that it has ended. During the period of the suspension no further Underlying Contracts may be awarded to the Contractor. All the costs arising out of the suspension will be borne by the Contractor and will be payable on demand. If the period of suspension shall last for more than six months, the Police and Crime Commissioner for Sussex may, at its discretion terminate the Framework Agreement with the Contractor by notice in writing as from the date of such notice.
- 41.7. The Police and Crime Commissioner for Sussex's powers pursuant to the preceding Clauses are in addition to the Police and Crime Commissioner for Sussex's ability to obtain any other remedy for any breach or non-observance of the Framework Agreement by the Contractor. The Police and Crime Commissioner for Sussex shall be entitled to recover from the Contractor all the costs and expenses incurred by the Police and Crime Commissioner for Sussex and other Framework Participants as a result of the Contractor's breach or other non-observance of the Framework Agreement.
- 41.8. Award of any Underlying Contracts must be completed before the Framework End Date.
- 41.9. Any Party may terminate this Framework Agreement by giving the other Party at least three months' prior written notice of termination. Unless such notice is withdrawn before

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the notice period expires, this Framework Agreement between the Parties will terminate upon expiry of such notice period.

- 41.10. Termination of this Framework Agreement will not in any way affect the Underlying Contracts which the Contractor will continue to perform until expiry or termination of the Underlying Contracts in accordance with their own terms. This Framework Agreement will continue to apply after termination to all Underlying Contracts awarded to the Contractor under the arrangements prior to such termination.
- 41.11. Termination of this Framework Agreement will be without prejudice to any rights and/or remedies which may have accrued due to either Party prior to the Termination Date.

**42. SETTLEMENT OF DISPUTES**

- 42.1. Should any dispute or difference arise under or in relation to this Framework Agreement:
  - 42.1.1. where such dispute or difference involves matters which arise under and/or relate to a specific Underlying Contract, such dispute or difference shall be resolved in accordance with the dispute resolution provisions of that Underlying Contract (including, where applicable, the mediation, adjudication, arbitration and/or litigation provisions of such contract);
  - 42.1.2. where the dispute or difference involves matters which arise under and/or relate to more than one Underlying Contract such dispute or difference shall be resolved in accordance with the dispute resolution provisions of one or more of the relevant Underlying Contracts (including, where applicable, the mediation, adjudication, arbitration and/or litigation provisions of such contract) failing which the dispute or difference shall be resolved in accordance with clauses 41 to 45, as applicable;
  - 42.1.3. where the dispute or difference relates solely to this Framework Agreement and does not involve matters which arise under and/or relate to any of the Underlying Contracts then the Parties shall first consult in good faith in an attempt to come to an agreement in relation to the dispute or difference and if they fail to resolve the dispute or difference within 10 working days the dispute or difference shall be resolved in accordance with clauses 45 to 47, as applicable.
  - 42.1.4. It is envisaged that major differences are resolved at project level with referral to senior management/director level in the first instance.

**43. MEDIATION**

- 43.1. Where a dispute or difference arises which relates solely to this Framework Agreement then either party may suggest to the other that the dispute or difference be resolved by way of mediation and, upon being requested so to do, the other Party shall, within 7 days, indicate whether or not he consents to such mediation.
- 43.2. The mediator or method of selecting the mediator shall be a matter for agreement between the Parties and the aim of any mediation conducted shall be a consensual but binding settlement of the dispute or difference in question.
- 43.3. The procedure and associated provisions for mediation pursuant to this clause are as follows:
  - 43.3.1. a mediator (“the Mediator”) is chosen by agreement between the Police and Crime Commissioner for Sussex and the Contractor or, if they are unable to agree upon the

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identity of the Mediator within 10 working days after a request by one party to the other, or if the Mediator agreed upon is unable or unwilling to act, either Party may within 10 working days from the date of the proposal to appoint a Mediator or within 10 working days of notice to each party that he is unable or unwilling to act, apply to the Centre for Effective Dispute Resolution to appoint a Mediator;

43.3.2. The Parties shall meet with the Mediator within 10 working days of his appointment in order to agree the programme for exchange of all relevant information and the procedure under which negotiations will be held. The Parties may at any stage seek guidance from a reputable third party regarding a suitable procedure.

**44. ADJUDICATION**

44.1. Where and to the extent clause 43.3.1 provides that a given dispute or difference should be resolved in accordance with clauses 45 to 48 of this Framework Agreement, either Party may at any time refer such dispute or difference to adjudication in accordance with the provisions of the Scheme except for the purposes of the Scheme the Adjudicator shall be the person (if any) and the nominating body shall be that stated in the Framework Particulars.

**45. LEGAL PROCEEDINGS**

45.1. Subject to clause 43 and (where it applies) to clause 44, where and to the extent clause 41.1.3 provides that a given dispute or difference should be resolved in accordance with clauses 42 to 45 of this Framework Agreement, either Party may at any time commence legal proceedings in respect such dispute or difference.

**46. The Police and Crime Commissioner for Sussex Disclaimer – NOT USED**

46.1. The Contracting Authority will accept no liability for any non-payment whatsoever or for any loss or damage whether indirect or direct howsoever from any Order placed under this Order Agreement by Contracting Authority or non/ Contracting Authority users. The Police and Crime Commissioner for Sussex shall use its best endeavours to resolve any dispute that may arise with the Contractor under this Order Agreement.

**47. Fair Trading**

47.1. The Contracting Authority reserves the right to forward all information relating to this Order Agreement to the Competition and Markets Authority (CMA) or the Financial Conduct Authority (FCA) by reason of the Competition Act 1998.

**48. Account Manager**

48.1. To ensure the Order Agreement is efficiently managed the Contractor will be required to nominate an Account Manager who will act as a single point of contact for all queries. The Contracting Authority will require the Contractor's Authorised Representative to attend regular meetings at dates specified after the Commencement Date of the Order Agreement. In addition to appointing an Authorised Representative to attend regular meetings with the Contracting Authority the successful Contractor will also be required to appoint a named internal representative(s) to deal with day to day Customer Service issues and complaints.

**49. Deed of Guarantee – NOT USED**

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- 49.1. If the Contractor is a subsidiary Company within the meaning of Section 1159 of the Companies Act 2006, it shall provide a Guarantee by its holding company or companies to secure the due performance by the Contractor of its obligations to the Contracting Authority.
  - 49.2. Wherever Contracting Authorities require either a Parent Company Guarantee or a Performance Bond from the Contractor for individual projects, such guarantee or bond will be provided in the form listed at Appendix B of the Framework Agreement.
50. Law and Jurisdiction
- 50.1. The Order Agreement shall be considered as a contract made in England and according to English Law and subject to the exclusive jurisdiction of the English Courts to which both parties hereby submit.
  - 50.2. This Clause is binding on the Contracting Authority and its respective successors and assignees and the Contractor and its successors and permitted assignees.
51. Amendment to the Order Agreement
- 51.1. The Order Agreement shall not be varied or amended unless such variation or amendment is agreed in writing by a duly authorised representative of the Contracting Authority on behalf of the Contracting Authority and by a duly authorised representative of the Contractor on behalf of the Contractor.
52. Waiver
- 52.1. The failure of either party to insist upon strict performance of any provision of this Order Agreement 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 obligations established by this Order Agreement.
  - 52.2. A waiver of any default shall not constitute a waiver of any subsequent Default.
  - 52.3. No waiver of any of the provisions of this Order Agreement shall be effective unless it is expressly stated to be a waiver and communicated to the other party in writing in accordance with the provisions of Clause notices.
53. Entire Agreement
- 53.1. This Order Agreement constitutes the entire understanding between the parties relating to the subject matter of this Order Agreement and, save as may be expressly referenced or referred to herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either party.

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Schedule 2

SERVICE LEVEL AGREEMENT

The Contractor should place a Copy of its Order Form for the relevant Contracting Authority in the space below.

SERVICE LEVEL AGREEMENT for Surrey Police and Sussex Police

INDEX

- 1 GENERAL INFORMATION
- 2 MAIN CONTACTS
- 3 ASSESSORS
- 4 ALLOCATION OF WORK
- 5 ORDERING PROCESS
- 6 INVOICING
- 7 MANAGEMENT INFORMATION
- 8 KEY PERFORMANCE INDICATORS
- 9 CONTRACT MANAGEMENT
- 10 PRICE

1. GENERAL INFORMATION

- 1.1. This Service Level Agreement is designed to supplement the Conditions of Contract and Data Processing Agreement to form the Contract under this Framework Agreement.
- 1.2. It is intended that the Authority and Framework Participants shall each submit a Service Level Agreement to the Contractor for their agreement as part of this framework.
- 1.3. The aim of this Service Level Agreement is to provide the Contractor with a detailed insight into the working practices expected from them while providing services under this Framework Agreement.
- 1.4. By signing the Form of Agreement the Contractor is deemed to have accepted and understood the details contained in the Service Level Agreement Document.

2. MAIN CONTACTS

- 2.1. The Contracting Authority has provided the contacts below for the Contractor to use as appropriate including workshop locations. These details can be found in Appendix A of this document.

3. ASSESSORS

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- 3.1. In certain repair instances, the Authority shall nominate an Assessor to carry out an inspection of a vehicle presented to the Contractor for repair.
- 3.2. Assessors shall be appointed by the Authority and shall endeavour to carry out their inspection within 48 hours of the Authority's receipt of the Contractor's estimate.
- 3.3. Assessors appointed by the Authority shall be as follows. This may change during the life of the contract and Contractors will be informed of this.

- 3.3.1. Charters UK Limited  
85 High Street, Tunbridge Wells, TN1 1XP

**4. ALLOCATION OF WORK**

- 4.1. When assessing the appointment of work, the Contracting Authority shall take into consideration the following factors:
  - 4.1.1. Type of vehicle for repair
  - 4.1.2. Area of specialism
  - 4.1.3. Details of what manufacturer they are approved repairers of
  - 4.1.4. Details of approved repair procedures
  - 4.1.5. Ability to service Geographical location
  - 4.1.6. Contractor's ability to commence work immediately once agreement has been received from the Authority, Framework Participant or their agent
  - 4.1.7. Operational requirements
  - 4.1.8. Current contract performance
  - 4.1.9. Estimated cost and length of time to repair
- 4.2. Allocation of work under the Framework will be based on a ranking system. The highest-ranking supplier for each lot will automatically be offered the work, provided they have opted to service the geographical location/area where the service must be provided. If they decline the work or cannot complete the work within the Authority's expected timeframes, then the Authority will offer the work to the 2nd ranked supplier that services the applicable geographical location/area and lot. If the 2nd ranked supplier declines, then the work will be offered to the 3rd ranked supplier and so on.
- 4.3. Where specialist repairs are required to conform and meet warranty or other statutory requirements e.g. repair of an in-warranty Audi A6 or other high-performance vehicle having sustained aluminium subframe damage, the Contracting Authority will only contact Successful Bidders qualified to carry out the work, i.e. Approved Bodyshop Repairers for a given manufacturer.
- 4.4. On receipt of a request for work from the Authority, the Contractor shall endeavour to treat the request as a priority and give the services required their immediate attention.

**5. ORDERING PROCESS**

- 5.1. The Authority shall follow the process detailed below when the Contractor has been identified as suitable to undertake a vehicle repair.
  - 5.1.1. The selected Contractor will be advised of the location of the damaged vehicle, and requests for an estimate of repair must be produced by the Contractor, as soon as practicable, after inspection, detailing the following:
    - a The repair times for each operation as approved by the Motor Insurance Research Centre, Thatcham.

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- b The replacement parts required.
  - c The paint and material costs specified for each operation as detailed in the current paint and material cost guide prepared and issued by the Motor Insurance Research Centre, Thatcham.
  - d Any specialist charges.
  - e An estimated completion date.
  - f. The total estimated cost of repair.
- 5.1.2. The Contractor shall Email the completed estimate to the Authority's Workshop, who will arrange for replacement parts to be provided (if necessary), and in some instances arrange a further inspection by an approved Assessor.
  - 5.1.3. The Authority is not bound to accept any quote and may request further quotes in they feel it is necessary.
  - 5.1.4. The Authority's Workshop will contact the selected Contractor advising them, that they have the vehicle for their collection and repair. At this stage an official order number will be issued to the Contractor.
  - 5.1.5. Collection should be made by the Contractor using a suitably equipped recovery vehicle, which is appropriate for the level of damage sustained to the vehicle being transported. Contractors should ascertain from the Authority's Workshops the level of damage in order to decide the type of recovery required i.e. full lift or spec lift.
  - 5.1.6. Where the Authority requires the Contractor must be able to collect the vehicle within one working day.
  - 5.1.7. In the event that amendments to the estimate are agreed by the Authority and\or an Assessor, a revised estimate must be faxed to the Authority and\or Assessor as soon as practicable for their approval. The Assessor shall inform the Authority of their approval and any additional parts required.
  - 5.1.8. If required, parts shall be delivered by the supplying dealership or Authority's Workshop staff. If clarification on the parts required is necessary than the Authority's representative shall liaise with the Contractor.
  - 5.1.9. In instances where supplementary estimates are required, these should be faxed or Emailed to the Police Workshop to be treated in the normal way. The Contractor shall ensure that supplementary estimates contain the order number provided for the original work request.
  - 5.1.10. Where glazing or tyre replacement is required as part of the repair the Contractor will contact the Police and Crime Commissioner for Sussex to arrange these services.
  - 5.1.11. On completion of the work the Contractor will transport the vehicle back to the agreed location, where the vehicle will be inspected to ensure that the repair is satisfactory.
- 5.2. All work should be assessed for its suitability for SMART repairs. The Authority, Contract Participant or agent authorised on their behalf can request that SMART repairs be carried out on some or all elements of a repair if appropriate.
  - 5.3. Should it be discovered that a part worth less than £50 is required during a repair process that has already started; the Contractor shall procure the required item and amend the

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final bill accordingly. These cases do not require the Contractor to liaise with the Authority regarding sourcing or approval.

- 5.4. Locations are open between 0800 hours to 1630 hours Monday to Thursday, and 0800 hours to 1600 hours on Friday.
  - 5.5. In the event that the repair is unsatisfactory the Contractor will be informed, and the defects rectified free of charge, including the cost of collection and delivery.
  - 5.6. All portable equipment will be removed by the contract authority prior to the collection of the vehicle by the Contractor. Any radio equipment will also be disabled/removed.
  - 5.7. Where appropriate, the Contractor is responsible for disarming all air bags and restraint systems if fitted, to the damaged vehicle in compliance with Health and Safety legislation.
  - 5.8. Where LPG (liquid petrol gas) tanks are fitted to a vehicle these will be removed by Police Workshop staff prior to collection.
  - 5.9. Where the repair involves the replacement of police equipment and stripping, these items/materials will be supplied to the Contractor, free of charge as appropriate.
  - 5.10. All damaged police equipment and surplus parts must be returned to the contracting authority within seven working days of the delivery of a repaired vehicle.
  - 5.11. All parts must be supplied by the original equipment manufacturers (OEM) unless prior authority to use alternative parts and or materials has been obtained.
  - 5.12. When replacing damaged suspension parts and brake assemblies as part of a repair, if the vehicle has completed in excess of 25,000 miles, the equivalent OE parts must also be replaced on the opposite side of the vehicle.
  - 5.13. If a road test is required as part of the repair the Contractor must ensure that the vehicle displays a 'vehicle on test' sign as provided by the Authority. No active visual or audible warning devices may be used unless such equipment is being repaired and the vehicle is held stationary on the Contractors premises.
  - 5.14. Where the repair has involved the rectification of chassis damage the Contractor will ensure that a geometry check certificate is provided with the vehicle on its return to the Authority's agreed location. If there is an Assessor involved a copy of the certificate must also be provided directly to them.
  - 5.15. On completion of all repair work the vehicle must be valeted including wash, leather and interior clean.
  - 5.16. Collections and deliveries shall be from and to the Contracting Authority's premises unless otherwise advised.
  - 5.17. On the Friday of each week the Contractor will provide an emailed report to the Contracting Authority, (address above) with a brief statement of progress for each repair, detailing the order number. This report will include images, estimated completion date and details of any issues which may prevent uninterrupted completion of the repair.
6. INVOICING
- 6.1. All invoices shall be addressed to [finance.operations@sussex.police.uk](mailto:finance.operations@sussex.police.uk) at the local workshop placing the order, unless the Contractor is otherwise advised:

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- 6.2. In instances where an Assessor has been involved, the final invoice must be sent to their offices for approval. The Assessor shall then pass the invoice to the Authority for payment as appropriate.
- 6.3. All invoices must quote the order number provided at the point of work allocation and show a full breakdown of costs.

**7. MANAGEMENT INFORMATION**

- 7.1. The Contractor shall supply management information on a monthly basis by email.
- 7.2. This information shall be sent on or just after the 1st of each month detailing the previous months figures for the following –
  - i Number of Repairs Undertaken
  - ii Total Invoiced Amount
  - iii Number of Repairs Completed on Time
  - iv Number of Jobs Completed within Estimated Cost
  - v Number of Supplementary Repairs Required
  - vi Number of Repairs Completed Unsatisfactorily
- 7.3. Management information shall be supplied to the Contractual and Escalation contact each month.
- 7.4. The information submitted by all Contractors’ under the Framework Agreement shall be collated by the Authority and reviewed against the Key Performance Indicators detailed below with the Framework Participants at contract review meetings.

**8. KEY PERFORMANCE INDICATORS**

- 8.1. Throughout the life of the Framework Agreement the Contractor shall be monitored on Key Performance Indicators to ensure their continued suitability for inclusion within the agreement.
- 8.2. The Key Performance Indicators are subject to change at any time but shall always include the following as a minimum:
  - i Number of Repairs Completed on Time
  - ii Number of Jobs Completed within Estimated Cost
  - iii Accuracy of Invoices Supplied
- 8.3. It shall be the responsibility of the Contractor to achieve 95% compliance with each of the above. Agreed variances will be accepted as part of developing the ongoing relationship with the Contractor.
- 8.4. It shall be the responsibility of the Contractor to ensure that the following KPI’s are also met;
  - i The number of Supplementary Repairs required do not exceed 10% of the total number of repairs carried out in a rolling twelve months.
  - ii The number of Repairs Completed Unsatisfactorily do not exceed 5% of the total number of repairs carried out in a rolling twelve months
- 8.5. Failure to maintain a successful KPI for three months, or more, may result in the discontinuation of the Contractor’s services on the Framework Agreement.
- 8.6. KPI’s shall be monitored by the Authority on a local basis with whole of contract information to be reviewed quarterly.

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**9. CONTRACT MANAGEMENT**

- 9.1. In instances where the service levels expected fall short, the Framework Participant shall liaise with the Contractor on a local level to discuss.
- 9.2. If the level of service persistently falls below the required level, or a dispute arises that cannot be resolved by local discussion, the Contracting Authority may become involved as Arbitrator.
- 9.3. The Contractor shall contact the relevant Contracting Authority to discuss any local issues. If the Contractor feels unable to resolve the issue on a local level, they may approach the Contracting Authority to act as Arbitrator.

**10. PRICE**

- 10.1. The labour rate and parts discount tendered by the Contractor shall remain fixed for 12 months from award of Contract.
- 10.2. Following the fixed period, the Contractor has the option to submit proposals with detailed and substantiated evidence to propose a change in labour rate or parts discount.
- 10.3. Any agreed adjustments shall apply for the next twelve-month period and shall remain fixed for that period. Following the fixed period, section 10.2 of this document should be repeated for any subsequent increase.
- 10.4. In all instances the Contractor shall work with the Authority to contain expenditure within existing budgets.
- 10.5. If, at any time, agreement as to revised prices cannot be reached, the continuation of the Contractor's services under the Framework Agreement may be terminated.

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**APPENDIX A**

**Framework Participants** (Workshop Locations are not exhaustive and are subject to change)

Framework Participants / Contracting Authority	The Police and Crime Commissioner for Sussex	The Police and Crime Commissioner for Surrey
<p><b>Escalation Contact</b></p>	<p>Surrey &amp; Sussex Police Fleet Manager</p>	
<p><b>Participants' Workshops</b></p> <p>Crawley Down Workshop Snow Hill Crawley Sussex RH10 3DZ</p> <p>Hastings Workshop Bohemia Road Hastings East Sussex TN34 1JJ</p> <p>Chichester Workshop Kingsham Road Chichester West Sussex PO19 8AD</p>		<p>Guildford Workshop Horsham Road Bramley GU9 0BJ</p>

**RESTRICTED - CONTRACTS****APPENDIX B – NOT USED****1. Performance Bond / Parent Company Guarantee****1.1. Performance Bond Example**

THIS PERFORMANCE BOND is made as a Deed BETWEEN the following parties whose names and addresses are set out in the Schedule to this Bond (the “Schedule”):

1. The “Contractor” as Contractor
2. The “Guarantor” as guarantor, and
3. The “Contracting Authority”

**WHEREAS**

1. By a contract (the “Contract”) entered into or to be entered into between the Contracting Authority and the Contractor particulars of which are set out in the Schedule the Contractor has agreed with the Contracting Authority to execute works (“the Works”) upon and subject to the terms and conditions therein set out.
2. The Guarantor has agreed with the Contracting Authority at the request of the Contractor to guarantee the performance of the obligations of the Contractor under the Contract upon the terms and conditions of this Performance Bond subject to the limitation set out in clause 2.

**NOW THIS DEED WITNESSES as follows:**

1. The Guarantor guarantees to the Contracting Authority that in the event of a breach of the Contract by the Contractor the Guarantor shall, subject to the provisions of this Performance Bond, satisfy and discharge any damages sustained by the Contracting Authority as established and ascertained pursuant to and in accordance with the provisions of or by reference to the Contract and taking into account all sums due or to become due to the Contractor.

2. The maximum aggregate liability of the Guarantor and the Contractor under this

Performance Bond shall not exceed the sum set out in the Schedule (the ‘Bond Amount’). But subject to such limitation and to clause 4 the liability of the Guarantor shall be coextensive with the liability of the Contractor under the Contract.

3. The Guarantor shall not be discharged or released by any alteration of any of the terms, conditions and provisions of the Contract or in the extent or nature of the Works and no allowance of time by the Contracting Authority under or in respect of the Contract or the Works shall in any way release, reduce or affect the liability of the Guarantor under this Performance Bond.

4. Whether or not this Performance Bond shall be returned to the Guarantor the obligations of the Guarantor under this Performance Bond shall be released and discharged absolutely upon Expiry (as defined in the Schedule) save in respect of any breach of the Contract which has occurred and in respect of which a claim in writing containing particulars of such breach has been made upon and received by the Guarantor before Expiry.

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5. The Contractor having requested the execution of this Performance Bond by the Guarantor undertakes to the Guarantor (without limitation of any other rights and remedies of the Contracting Authority or the Guarantor against the Contractor) to perform and discharge the obligations on its part set out in the Contract.
6. This Performance Bond and the benefits thereof shall not be assigned without the prior written consent of the Guarantor and the Contractor.
7. The parties to this Performance Bond do not intend that any of its terms will be enforceable, by virtue of The Contracts (Rights of Third Parties) Act 1999 or otherwise, by any person not a party to it.
8. This Performance Bond shall be governed by and construed in accordance with the laws of England and Wales and only the Courts of England and Wales shall have jurisdiction hereunder.

THE SCHEDULE

The Contractor:	Whose address is at ..... ..... .....
The Guarantor:	Whose registered office is situated at ..... ..... .....
The Contracting Authority	Whose address is at:  The Police and Crime Commissioner for Sussex Police Headquarters Church Lane Lewes East Sussex BN7 2DZ
The Contract:	A contract dated the ..... day of ..... Between the Contracting Authority and the Contractor in the form known as ( <i>insert form of contract</i> )

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	<p>.....                  for the Works comprising of                  .....                  for the original sum of                  £.....(.....)</p>
The Bond Amount:	<p>The sum of £..... (.....)                  which shall be reduced by an amount equal to ten percent of the value of any part of parts of the Works taken into the possession of the Contracting Authority under the provisions of the Contract or of any section of the Works upon the Architect/Contract Administrator certifying practical completion of that section.</p>
Expiry:	<p>The date of the Practical Completion of the Works as certified by the Architect/Contract Administrator appointed under the Contract shall be conclusive for the purposes of this Performance Bond.</p>

IN WITNESS whereof the Guarantor and the Contractor have executed and delivered this Performance Bond as a Deed this ..... day of ..... Two Thousand .....

Executed as a deed by the Guarantor Hereinbefore mentioned namely

.....

acting by a director and its secretary/two directors whose signature are here subscribed:

Signed as a Deed by

.....

as the attorney and of behalf of

.....

In the presence of

.....

Executed as a deed by the Contractor

Hereinbefore mentioned namely

.....

acting by a director and its secretary\*/two directors\* whose signatures are here subscribed:

(\* Delete as appropriate)

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1.2. Parent Company Guarantee Example

**THIS AGREEMENT is made the day of**

-----

**BETWEEN THE POLICE AND CRIME COMMISSIONER FOR SUSSEX of POLICE HEADQUARTERS, CHURCH LANE, LEWES, SUSSEX (hereinafter called "PCC for Sussex") of the one part**

whose office is situated at

(hereinafter called "the Guarantor") of the other part

-----

WHEREAS

- A. ("the Contractor") is a subsidiary of the Guarantor
- B. The Contractor has made an agreement with The PCC for Sussex bearing even date whereby the Contractor has agreed to carry out for The PCC for Sussex ("the Agreement")
- C. The Guarantor and The PCC for Sussex have agreed that the Guarantor will guarantee the due and proper performance of the Agreement

**NOW IT IS HEREBY AGREED AND THIS DEED WITNESSETH AS FOLLOWS**

- A. The Guarantor hereby guarantees the due and proper performance by the Contractor of all the obligations of the Contractor under the Agreement
- B. Should the Contractor cease to exist the Guarantor hereby agrees to indemnify The PCC for Sussex against any and all loss and damage resulting from non-performance or improper performance by the Contractor of its obligation under the Agreement
- C. This guarantee and indemnity shall not be affected, discharged or released by any agreement conduct omission breach or repudiation by the Contractor or The PCC for Sussex or by any forbearance whatsoever on the part of Hampshire Constabulary

**IN WITNESS WHEREOF**

the parties have caused this Guarantee to be executed with the intention that it shall have the effect as a Deed the day and year first before written

**Signed for and on behalf of the Guarantor**

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**Signed for and on behalf of The PCC for Sussex**

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