

**Cheshire** Police & Crime Commissioner

# POLICE AND CRIME COMMISSIONER FOR CHESHIRE

## and

## DAVID HORN COMMUNICATIONS LIMITED

## AGREEMENT FOR THE PURCHASE & SUPPORT AND MAINTENANCE OF DIGITAL RECORDING EQUIPMENT

### CPA/SPU/2605P

THIS AGREEMENT is made the .....

### BETWEEN

1. The Police and Crime Commissioner for Cheshire of Constabulary Headquarters, Clemonds Hey, Oakmere Road, Winsford, Cheshire, CW7 2UA, England (the PCC)

### AND

2. David Horn Communications Limited, Unit F2, Comtec House, Bramingham Business Park, Enterprise Way, Luton, Bedfordshire LU3 4BU (the Contractor)

### WHEREAS:

- 1.1. For the purchase of 35 x interview/VA suites, 1 spare static recorder and 7 x ABI/VRI suites, including Support and Maintenance of the new equipment and 11 existing portable recorders (hereinafter "the Goods and Service") to the Police and Crime Commissioner for Cheshire (the "PCC") and the Chief Constable of Cheshire (CC). The PCC is the contracting authority for the provision of this service.
- (1) It is the intention of the PCC to support Cheshire Constabulary in respect of the establishment of a contract for the Purchase & Support and Maintenance of Digital Recording Equipment (the Service).
- (2) The Contractor has provided Quotation Cheshire\_PROPOSAL\_JUNE2025 V5 dated 11<sup>th</sup> June 2025 for the provision of the goods/services and pricing, and the Quotation has been accepted subject to this Agreement.

### IT IS NOW AGREED as follows:

- 1. THE following documents are incorporated herein:
  - the Terms and Conditions CPA/SPU/2605P
  - Quotation Cheshire\_PROPOSAL\_JUNE2025 V5
- THE Agreement between the parties will be for a 5-year period, 1<sup>st</sup> September 2025 until 31<sup>st</sup> August 2030.
- 3. IN consideration of the PCC's obligations herein the Contractor will provide the Goods and Service as per Quotation Cheshire\_PROPOSAL\_JUNE2025 V5
- 4. IN consideration of the Contractor's obligations herein, the PCC will pay the Contractor the sums due as detailed in Quotation Cheshire\_PROPOSAL\_JUNE2025 V5 under the PCC's normal payment terms, plus any payable VAT.

5. IN the event of any conflict the Price together with any clarification of the requirements shall prevail and this Agreement shall not be varied or amended unless such variation or amendment is agreed in writing by or on behalf of the PCC and by a duly authorised representative of the Contractor.

**IN WITNESS WHEREOF** the parties or their authorised representatives have set their hands hereto:-

Signed for and on behalf of THE POLICE AND CRIME COMMISSIONER FOR CHESHIRE

<u>C. L. Hodgson</u> By <sup>.C. L. Hodgson (Jun 30, 2025 14:36 GMT+1)</sup>	
Name: C. L. Hodgson	
OPCC Chief Financ	e Officer
Date: 30/06/2025	
Signing No:	

Signed for and on behalf of DAVID HORN COMMUNICATIONS LIMITED

By: 🤇

Name: Jeffrey Horn

Title: Director

Date: 30/06/2025