



**Cheshire
Police & Crime
Commissioner**

AGREEMENT

**POLICE AND CRIME COMMISSIONER
FOR CHESHIRE**

AND

INNAXYS LIMITED

GIS Mapping Solution

CPA/SPU/2712P

THIS AGREEMENT is made the 4th day of November 2025

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. Innaxys Limited (Company Number: 07725890), 11 Monarch Way, Heanor, Derbyshire, DE75 7SZ (the Contractor)

WHEREAS:

- (1) It is the intention of the PCC to support Cheshire Police in respect of the establishment of a contract for the Provision of a GIS Mapping Solution (the Services).
- (2) To this end the Contractor has provided a Quotation dated May 27th 2025 confirming the Pricing for the Services on the PCC's Terms and Conditions and the Quotation has been accepted subject to this Agreement.
- (3) The Contractor has provided a Quotation dated May 27th 2025 for the provision of the Services and the Quotation has been accepted subject to this Agreement.

IT IS NOW AGREED as follows:

1. THE following documents are incorporated herein:
 - the PCC's Standard Terms and Conditions – Good and Services, Reference CPA/SPU/2712P;
 - the email dated May 27th 2025 confirming the Pricing;
 - clarification emails dated from May 1st 2025 to September 22nd 2025 inclusive between the Buyer and Contractor.
2. THE Agreement between the parties runs for a period of five [5] years commencing on December 1st 2025 until November 30th 2030 (initial period). There are options to extend the contract for a further five [5] years in periods of not less than twelve [12] months.
3. IN consideration of the PCC's obligations herein the Contractor will provide the Services in accordance with the above documents.
4. IN consideration of the Contractor's obligations herein, the PCC will pay the Contractor the sums as per the email dated May 27th 2025 as confirmed in Schedule 2 – Pricing of the PCC's Standard Terms and Conditions – Good and Services, and in accordance with the PCC's normal payment terms plus any payable VAT.
 - 4.1 The PCC shall pay any undisputed invoice raised by the Contractor in cleared funds within thirty [30] days of receipt in accordance with the PCCs normal payment terms plus any payable VAT.
 - 4.2 Each invoice shall contain all appropriate references including a purchase order number. The Contractor will invoice annually in advance. The annual invoices should be sent to invoices@cheshire.police.uk

IN the event of any conflict between the Quotation dated May 27th 2025 and all emails dated between May 1st 2025 to September 22nd 2025 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**

By: 

Name: C. L. Hodgson

Title: OPCC Chief Finance Officer

Date: 03/11/2025

Signing register ref: 2702

Signed for and on behalf of **INNAXYS LIMITED**

By: 

Name: Jean-Claude Lafontaine 

Title: CEO.....

Date: 04 November 2025.....