



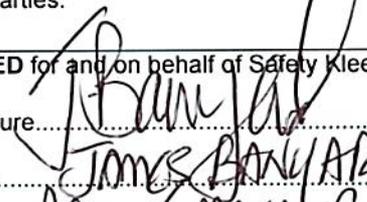
**METROPOLITAN POLICE - TERMS & CONDITIONS FOR GOODS AND SERVICES**

**CONTRACT SUMMARY**

<b>Contract No.</b>	11400601219	
<b>Services:</b>	<b>Provision of Hazardous Waste Collection and Equipment Management</b>	
<b>Authority:</b>	The Mayor's Office for Policing and Crime - City Hall, Kamal Chunchie Way, London E16 1ZE	
<b>Authority Representative:</b>	Name: Rahul Malde Title: Commercial Manager Email: <a href="mailto:Rahul.malde@met.police.uk">Rahul.malde@met.police.uk</a> Telephone: 07521613906	
	Name: Sarah Mitchell Title: Supply Chain Performance Manager Email: <a href="mailto:sarah.mitchell@met.police.uk">sarah.mitchell@met.police.uk</a> Telephone: 07385934689	
<b>Supplier:</b>	Safety Kleen UK Limited - 01190039 Profile West, 950 Great West Road, Brentford, Middlesex, TW8 9ES	
<b>Supplier's representative:</b>	Name: James Banyard Title: Account Manager Email: <a href="mailto:james.banyard@safetykleen-int.com">james.banyard@safetykleen-int.com</a> Telephone: 447554415392	
<b>Commencement Date:</b>	1 <sup>st</sup> December 2025	
<b>Termination Date:</b>	31 <sup>st</sup> May 2026 (Termination Notice Period 30 days)	
<b>Price:</b>	See Appendix 2	
<b>Delivery Locations:</b>	Rainham: Unit 1 Segro Park, Consul Avenue, Rainham, Essex, RM13 8HY Wapping: Boat Yard 82-84 Wapping High Street, Wapping, London, E1W 2NE Paragon (Belvedere): Crabtree Manorway North, Belvedere, DA17 6BT Ponton Road: Ponton Road, Nine Elms, London, SW11 7, England, United Kingdom Heathrow: 7 Colnbrook Bypass, Harmondsworth, UB7 0FE	
<b>Data Processing</b>	<b>Subject-matter:</b>	Hazardous Waste Collection and Equipment Management
	<b>Nature and Purpose:</b>	The Supply will provide the following: - Collection and Delivery of Hazardous Waste - Equipment for cleaning vehicle parts
	<b>Duration:</b>	Service required for lifetime of this contract.
	<b>Types of Personal Data:</b>	N/A
	<b>Categories of Data Subject:</b>	Hazardous Waste Management
	<b>Sub-Processors:</b>	N/A

This Contract is made up of the Contract Details and the Conditions. If there is any conflict or ambiguity between the Contract Details and the Conditions then the Contract Details shall take priority.

**IN WITNESS** of which this Contract has been duly executed by the parties.

<b>SIGNED for and on behalf of The Mayor's Office for Policing and Crime</b>  Signature..... Name..... <b>Akaash Aubeeluck (Mr)</b> Position..... <b>Commercial Lead - MPS</b> Date..... <b>27 Nov 2025</b>	<b>SIGNED for and on behalf of Safety Kleen UK Limited</b>  Signature..... Name..... <b>JAMES BANYARD</b> Position..... <b>ACCOUNT MANAGER</b> Date..... <b>27/11/25</b>
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- 3.1.3 the delivery note states any requirement for the Authority to return packaging material to the Supplier. Packaging material shall only be returned to the Supplier at the cost of the Supplier.
- 3.2 The Supplier shall deliver the Goods:
- 3.2.1 on the date specified in the Order or, if no such date is specified, then within 5 days of the Order date; and
- 3.2.2 to the Delivery Location during such hours as instructed by the Authority.
- 3.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 3.4 The Supplier shall not deliver the Goods in instalments without the Authority's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle the Authority to the remedies set out in clause 5.1.
- 3.5 Title and risk in the Goods shall pass to the Authority on completion of delivery.
- 4 Supply of Services**
- 4.1 The Supplier shall meet any performance dates for the Services specified in the Order or that the Authority notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 4.2 In providing the Services, the Supplier shall:
- 4.2.1 co-operate with the Authority in all matters and comply with all instructions of the Authority;
- 4.2.2 perform the Services in accordance with the relevant Specification and with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- 4.2.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;
- 4.2.4 ensure that the Services will conform with the relevant Specification, and that the Deliverables shall be fit for any purpose that the Authority expressly or impliedly makes known to the Supplier;
- 4.2.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 4.2.6 use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Authority, will be free from defects in workmanship, installation and design;
- 4.2.7 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
- 4.2.8 observe all health and safety rules and regulations relevant to the Services;
- 4.2.9 hold all Authority Materials in safe custody at its own risk, maintain such in good condition until returned to the Authority, and not dispose of or use such other than in accordance with the Authority's written instructions or authorisation.



**6 Charges and payment**

- 6.1 The Charges for the Goods shall be (a) the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and (b) inclusive of the costs of packaging, insurance and carriage of the Goods. No extra Charges shall be effective unless agreed in writing and signed by the Authority.
- 6.2 The Charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Authority, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 6.3 In respect of the Goods, the Supplier shall invoice the Authority on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Authority on completion of the Services.
- 6.4 Invoices should be sent electronically to [sscl.mps.ap@police.sscl.com](mailto:sscl.mps.ap@police.sscl.com) for payment.
- 6.5 Each invoice shall include such supporting information required by the Authority to verify the accuracy of the invoice, including the relevant purchase order number and the minimum required information set out in Section 88(7) of the Procurement Act 2023.
- 6.6 The Authority shall pay invoices to a bank account nominated in writing by the Supplier before the end of the period of 30 days beginning with:
- (a) the day on which an invoice is received by the Authority in respect of the sum, or
  - (b) if later, the day on which the sum first became due in accordance with the invoice
- unless the Authority considers the invoice as invalid or the Authority disputes the invoice, in which case the Authority shall notify the Supplier without undue delay upon receiving such invoice.
- 6.7 All amounts payable by the Authority under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (VAT). If VAT is chargeable, the Authority shall on receipt of a valid VAT invoice pay such additional amounts in respect of VAT as are chargeable on the supply.
- 6.8 If a party fails to make payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment, whether before or after judgment. Interest will accrue each date at 2% a year above the Bank of England's base rate from time to time. If payment is disputed in good faith, interest is only payable after the dispute is resolved, on sums found or agreed to be due, from the date the dispute is resolved until payment.
- 6.9 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services. The Supplier shall allow the Authority to inspect such records at all times on request.
- 6.10 The Authority may at any time, without notice to the Supplier, set off any liability of the Supplier to the Authority against any liability of the Authority to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract.
- 6.11 Any invoice must be submitted to the Authority within three (3) months of the delivery of the relevant Goods and/or Services. By exception, when required the Supplier may request consent for an extension to the time period for delivery of an invoice, such request shall be in writing and provided the Supplier can provide a



**9 Confidentiality**

9.1 Each party undertakes that it shall not at any time disclose to any third party any confidential information concerning the business, assets, affairs, customers, clients or suppliers of the other party, except as permitted by clause 9.2.

9.2 Each party may disclose the other party's confidential information:

9.2.1 to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that its employees, officers, representatives, contractors, subcontractors or advisers to whom it discloses the other party's confidential information comply with this clause 9; and

9.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

9.3 Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

**10 Compliance with relevant laws and policies**

In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, regulations and codes from time to time in force; and comply with any of the Authority's policies as notified from time to time.

**11 Data protection**

The parties will comply with the data processing provisions as set out in the "Data Processing Terms" attached to these Conditions.

**12 Termination**

12.1 Without affecting any other right or remedy available to it, the Authority may terminate the Contract

12.1.1 with immediate effect by giving written notice to the Supplier if the Supplier commits a breach of clause 10;

12.1.2 for convenience by giving the Supplier written notice of no less duration than the Termination Notice Period;

12.1.3 immediately upon grounds of national security where the Authority has reasonable grounds to suspect that the Supplier, any Supplier staff, any sub-contractor or the further performance of this Contract could pose or poses a threat to national security;

12.1.4 if the Supplier, its staff or any sub-contractor embarrasses or brings the Authority into disrepute or diminishes the public's trust in the Authority;

12.1.5 in accordance with the principles of section 78, and/or section 79 (where applicable), of the Procurement Act 2023, and provided that the requirements of section 78(7) of the Procurement Act 2023 have been met, where:

(a) the Authority considers that the contract was awarded or modified in material breach of the Procurement Act 2023 or regulations made under it (where applicable);



13.3 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

**14 Equality and Diversity**

The Supplier shall comply with all equality laws and not unlawfully discriminate against any person or third-party.

**15 Transparency**

The Supplier acknowledges and agrees that the Authority is subject to transparency legislation and guidance and the Authority may publish the contents of the Contract (including tendering information) and information, including the amounts paid to the Supplier, regarding the Contract in accordance with legislation, including the Procurement Act 2023 and guidance.

**16 Responsible Procurement**

16.1 The Supplier shall pay all its personnel at least the London Living Wage (where based in London) and the Real Living Wage (where based outside London).

16.2 The Supplier shall comply with all anti-bribery laws and modern slavery laws, along with any supplier code of conduct or social value/responsible procurement policies as notified by the Authority from time to time.

**17 Assignment and Subcontracting**

17.1 The Supplier shall not assign, transfer, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the prior written consent of the Authority. The Supplier acknowledges that any consent given to sub-contract may be on the condition that certain obligations and the Supplier's relationship with the sub-contractor will be contained in a legally binding contract and that the Authority may terminate this contract if the Supplier does not enter a legally binding contract with the relevant sub-contractor.

17.2 The Supplier must ensure that all its sub-contractors linked to this contract in its supply chain are paid, in full:

17.2.1 within 30 days beginning with the day on which an invoice is received by the Supplier (or a sub-contractor) in respect of the sum; or

17.2.2 if later, the date by which the payment falls due in accordance with the invoice,

subject to the invoice being verified as valid and undisputed. The Supplier acknowledges Section 88(8) of the Procurement Act 2023. If the invoice is not paid in accordance with the timescales in this clause 17.2, the Authority can publish the details of the late payment or non-payment.

17.3 The Authority may request at any time that the Supplier, at the Supplier's own expense, provides the Authority with a report setting out a summary of the Supplier's compliance with clause 17.2, where the report must be accurate and not misleading.

**18 Entire agreement**

The Contract constitutes the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Contract.



<b>"Conditions"</b>	these terms and conditions as amended from time to time in accordance with clause 19.
<b>"Contract"</b>	the contract between the Authority and the Supplier for the sale and purchase of the Goods and/or Services in accordance with the Contract Details, and these Conditions.
<b>"Contract Details"</b>	the contract details attached to these Conditions.
<b>"Deliverables"</b>	all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).
<b>"Goods"</b>	the goods (or any part of them) set out in Contract Details and further specified in an Order.
<b>"IPRs"</b>	patents, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names, rights in get-up and trade dress, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
<b>"Order"</b>	the Authority's order for the supply of Goods and/or Services, as set out in the Authority's purchase order form.
<b>"Services"</b>	the services, including any Deliverables, to be provided by the Supplier under the Contract as set out in the Contract Details and the Specification.
<b>"Specification"</b>	any specification for (i) the Goods, including any related plans and drawings or (ii) the Services (as applicable), that is agreed in writing by the Authority and the Supplier.



- after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted);
- 1.6.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential;
  - 1.6.4 not transfer any Personal Data outside of the UK unless the prior written consent of the Authority has been obtained and the following conditions are fulfilled:
    - (a) the Authority or the Supplier has provided appropriate safeguards in relation to the transfer;
    - (b) the Data Subject has enforceable rights and effective legal remedies;
    - (c) the Supplier complies with its obligations under the Data Protection Law by providing an adequate level of protection to any Personal Data that is transferred; and
    - (d) the Supplier complies with reasonable instructions notified to it in advance by the Authority with respect to the processing of the Personal Data;
  - 1.6.5 assist the Authority, at the Authority's cost, in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Law with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
  - 1.6.6 notify the Authority without undue delay on becoming aware of a Personal Data Breach;
  - 1.6.7 at the written direction of the Authority, delete or return Personal Data and copies thereof to the Authority on termination of the Contract unless required by Domestic Law to store the Personal Data; and
  - 1.6.8 maintain complete and accurate records and information to demonstrate its compliance with these Terms and allow for audits by the Authority or the Authority's designated auditor and immediately inform the Authority if, in the opinion of the Supplier, an instruction infringes the Data Protection Law.
- 1.7 The Authority does not consent to the Supplier appointing any third party processor of Personal Data under the Contract.



**5 SUPPLIER'S PERSONNEL AND CONDUCT**

- 5.1 The MPS expects a professional standard from the awarded Supplier's Company and staff. Staff appearing in the public domain must behave in a professional manner and dress appropriately in line with the awarded Supplier's company uniform / dress policy.
- 5.2 All delivery drivers assigned to this contract must have photographic identification visible showing at minimum the following details – full name, an employee number or equivalent reference linking the driver to the Company.

**Appendix 2: Pricing Schedule**

The Pricing outlined in Appendix 2 shall be fixed for the duration of this contract from the Contract Commencement Date unless otherwise stated.

**Waste Collection:** Pricing is based on one collection per item, on a monthly basis:

Waste Category	Waste Description	Bin Type/Size	Collection per month	Safety Kleen Unit Price £
Waste Fulides	Mix/Contaminated Fuels Collection	205 Litre Drum	1	£44.50
Empty Containers	Oil Containers	205 Litre Drum	1	£93.50
	Empty Oil Drums	205 Litre Drum	1	£44.50
Filters	Engine Fuel and Oil Filters	205 Litre Drum	1	£93.50

**Waste Equipment:** Pricing for a monthly hire charge for the equipment and monthly servicing:

Equipment Description	Equipment over 4 sites	Safety Kleen Price for Hire per month £
M950 Kleenwipes - Red Grade 1 Wipes	7	£189
M100 Aqueous Manual Parts Washer 100 Volts	2	£270
M190 Jetleen Aqueous Parts Washer 230 Volts	3	£333
M267 Break Cleaner Air	8	£82.60
M205 Automatci Hotwash (Small)	1	£190
M215 Auto Aqueous	1	£403
M340 Parts Cleaner	1	£244
M706 Spray Gun Cleaning	2	£435