

Old Oak and Park Royal Development Corporation - CONDITIONS OF CONTRACT

N.B. These conditions shall not apply if a contract in writing has been agreed and executed by the parties

1. Definitions – In these conditions:-

- (i) “Contractor” means the person or body named overleaf.
- (ii) “Contract” means the documents forming the Contractor’s quotation or tender and the OPDC’s acceptance of them, including this Purchase Order, but excludes any standard conditions of the Contractor.
- (iii) “OPDC” means Old Oak and Park Royal Development Corporation.
- (iv) “Goods” means anything supplied or to be supplied to OPDC under the Contract.
- (v) “Services” means any services provided or to be provided to OPDC under the Contract.

2. Law and Public Policy

The Contract shall be governed by and interpreted in accordance with English Law and each party agrees to submit to the jurisdiction of the English courts. While the parties shall use their best endeavours to avoid any illegality, the invalidity or unenforceability of any part of the Contract shall not affect the other provisions of the Contract.

3. Variations and Waiver

This Purchase Order shall prevail over any other document forming part of the Contract if there is any ambiguity or contradiction. A failure by either party to exercise their rights under this Contract shall not be a waiver of those rights.

4. Invoices and Payment

A priced invoice showing VAT separately and bearing this Purchase Order number shall be forwarded to OPDC at the address given. Payment shall be made within 30 days of final delivery of the Goods or completion of the Services whichever is the later, except where the invoice is in dispute.

5. Corrupt Gifts and Payments of Commission

The Contractor shall not receive or agree to receive from any person, or offer or agree to give to any person, or procure for any person, any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person in relation to the subject matter of this Contract.

6. Performance

The Contractor shall supply the Goods or provide the Services in accordance with the requirements of the Contract and shall comply with all relevant law.

7. Confidentiality

The Contractor, its employees, agents, servants and/or sub-contractors shall not disclose to any third party either during the duration of this Contract or for a period of 6 years thereafter any information relating to the Services, this Contract and its performance of the Services.

The Contractor shall keep secure all material containing any information in relation to the Contract and its performance.

The Contractor shall not make use of the Contract or any material or information provided by or on behalf of OPDC otherwise than for the purpose of the Contract. However, neither party will be in breach of any obligation to keep any material or information relating to the Services, this Contract and its performance of the Services or other material or information confidential or not to disclose it to any other party to the extent that it:

- (a) is known to the party making the disclosure before its receipt from the other party, and not already subject to any obligation of confidentiality to the other party;
- (b) is or becomes publicly known without any breach of this Contract or any other undertaking to keep it confidential;
- (c) has been obtained by the disclosing party from a third party in circumstances where the disclosing party has no reason to believe that there has been a breach of an obligation of confidentiality owed to the other party;
- (d) has been independently developed by the disclosing party;

- (e) is disclosed pursuant to the requirement of any law or regulation (provided, in the case of a disclosure under the Freedom of Information Act 2000, none of the exceptions to that Act applies to the information disclosed) or the order of any Court of competent jurisdiction, and the party required to make that disclosure has informed the other, within a reasonable time after being required to make the disclosure, of the requirement to disclose and the information required to be disclosed; or
- (f) is approved for release in writing by the other party's authorised representative.

If the Contractor receives a request under the Freedom of Information Act 2000 (FOIA) to disclose any material or information that is provided by OPDC in relation to this Contract, it will notify and consult with OPDC. OPDC will respond to the Contractor within 10 days after receiving the notice if that notice requests OPDC to provide information to assist the Contractor to determine whether or not an exemption to the FOIA applies to the information requested under that Act.

8. Intellectual Property Rights

Subject to any prior rights of the Contractor, and to the rights of third parties, all intellectual property rights, including copyright, resulting from this Contract shall vest in and be the absolute property of OPDC.

9. Termination

If the Contractor fails to fulfil its obligations under the Contract, or becomes insolvent, OPDC may terminate the Contract forthwith and recover any costs from the Contractor in accordance with condition 12.

10a. Break

OPDC shall, in addition to its powers under these conditions, have the power to terminate the Contract at any time by giving the Contractor 1 month's written notice. OPDC reserves the right to direct the Contractor to cease all work connected with the Contract during the period of notice. Where OPDC has invoked either of these rights, the Contractor may claim reasonable costs necessarily and properly incurred by it prior to the date of termination, excluding loss of profit. For the avoidance of doubt the Contractor's claim under this condition may not exceed the total cost of the Contract had it not been terminated, less any sums already paid.

10b. Sub-contracting and assignment

The Contractor shall not sub-contract or transfer, assign, charge, or otherwise dispose of its right and/or obligations under the Contract or any part thereof without the prior written consent of OPDC. Where the Contractor enters into a contract with a supplier or sub-contractor for the purpose of performing the Contract or any part of it, it shall ensure that the sub-contract requires payment within a maximum period of 30 days from receipt of a valid invoice as defined by the Contract.

11. Loss or Damage

The Contractor shall, without delay and at its own expense, reinstate, replace or make good to the satisfaction of OPDC, or if OPDC agrees, compensate OPDC, for any loss or damage caused to OPDC and connected with the execution of the Contract or any breach of the Contract, except to the extent that such loss or damage is caused by the neglect or default of OPDC. "Loss or damage" includes: loss or damage to property; personal injury to or the sickness or death of any person; loss of profits or loss of use suffered as a result of any loss or damage.

12. Insurance

The Contractor shall maintain appropriate insurance cover for all its liabilities arising under the Contract and shall provide OPDC with evidence of such cover on request.

13. Recovery of Sums from Contractor

Whenever under the Contract any sum or sums of money shall be recoverable from or payable by the Contractor to OPDC, the same may be deducted from any sum then due, or which at any later time may become due, to the Contractor under the Contract or under any other contract with OPDC.

14. Notices

Notices may be served by personal delivery to the other party or by sending them by facsimile or by ordinary pre-paid post to the party's registered office when they shall be deemed to be served 2 working days after posting.

15. Environmental Requirements

The Contractor shall supply the Goods or provide the Services in accordance with OPDC's environmental policy, which is to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, Volatile Organic Compounds and other substances damaging to health and the environment.

All written work in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post consumer waste and used on both sides where appropriate.

16. Equal Opportunities

The Contractor shall comply with all anti-discrimination legislation and shall not discriminate in its employment practices or service delivery on the grounds of gender, race, age, disability, religion or sexual orientation.

17. Third Party Rights

The Contractor shall at its own expense obtain all necessary consents and licences in respect of third party rights and shall indemnify OPDC against all claims as a result of breach of this Condition.

18. Audit, Inspection and Information

The Contractor shall provide access to OPDC or its auditors to its premises, staff, data and equipment used in connection with the Contract, including providing copies of documents or data if required, free of charge.

19. Security and Insurance

The Contractor shall ensure that any of its staff who have access to or are employed on OPDC's premises, comply with OPDC's safety and security procedures and instructions.

20. Supply of Goods – Contractor's duties

The Contractor shall supply the Goods of the required quality and description specified in this Purchase Order. Goods may be returned at the Contractor's risk and expense if they do not correspond with this Purchase Order. All goods supplied shall be fit for their purpose and of merchantable quality

All Goods shall be delivered, carriage paid at the Contractor's risk, at the place and time specified and only between 9.00 a.m. and 4.00 p.m. Mondays to Fridays, unless otherwise agreed. An Advice Note must be sent by post and a Delivery Note must accompany the Goods. Risk and title in the goods shall pass to OPDC upon acceptance.

The cost of packaging will be deemed to be included in the cost of the Goods. If the Contractor requires packaging to be returned, it will be returned at the Contractor's expense. Maximum use must be made of recycled materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging. Packaging must be capable of recovery for re-use or recycling.

21. Supply of Services – Contractor's duties

The Contractor shall perform the Services specified with all reasonable skill and care.

22. Taxes and National Insurance

The Contractor shall register for Value Added Tax (VAT) if and when required by law.

The Contractor shall pay all tax (including without limitation VAT) and national insurance contributions due from the Contractor whether in the United Kingdom or elsewhere in relation to the payments to be made to it by OPDC under this Contract and agrees to indemnify OPDC in respect of all and any tax and national insurance contributions which may be found due from OPDC on any payments made to the Contractor under this Contract together with any interest, penalties or gross-up thereon.

23. Entire Agreement

It is agreed by the parties that this Contract forms the entire agreement between them. Any purported variation to the terms and conditions of this Contract in any Contractor invoice, delivery note or other written notification from the Contractor shall be of no effect. No change or any modification to this Contract will be valid unless expressly stated in writing as amending this Contract and signed by an authorised representative of each party.