

Ministry of Housing, Communities and Local Government (MHCLG) - Short Form Conditions of Contract

These conditions shall not apply where the supply of goods or services is subject to the terms of a framework contract between the Contractor and MHCLG, or any other government department or agency.

1. Definitions - In these conditions:

- (i) "Contract" means the agreement between MHCLG and the Contractor comprising MHCLG's request for quotation, any specification, the Contractor's quotation, these Short Form Conditions of Contract, the Purchase Order, and any documents referred to therein.
- (ii) "Contractor" means the individual, firm or company with whom MHCLG enters into the Contract (including where the context requires any of the Contractor's sub-contractors) as identified in the Purchase Order.
- (iii) "MHCLG" means the Secretary of Ministry of Housing, Communities and Local Government.
- (iv) "Goods" means anything (other than Services) supplied or to be supplied to MHCLG under the Contract.
- (v) "Purchase Order" means the purchase order issued by MHCLG to the Contractor for the supply of Goods and/or the provision of Services.
- (v) "Services" means all the services that the Contractor is required to carry out under the Contract.

2. Conditions for the supply of Goods - Contractor's duties

- (i) The Contractor shall supply the Goods specified in the Contract. Goods may be returned at the Contractor's expense if they do not correspond with the Contract.
- (ii) All Goods shall be delivered, carriage paid, at the place specified and only between 9.00 am and 4.00 pm Mondays to Fridays, unless otherwise agreed by MHCLG. A delivery note must accompany the Goods and must specify the quotation reference and the type of Goods being delivered and must also include MHCLG's reference number and the Purchase Order number.
- (iii) 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.

3. Conditions for the supply of Services - Contractor's duties

The Contractor shall properly perform the Services specified in the Contract with the standard of skill, care and diligence which a competent and suitably qualified person performing such services could reasonably be expected to exercise and in accordance with all relevant statutory requirements and industry best practice.

4. Environmental Requirements

- (i) In providing the Goods or Services the Contractor shall comply with MHCLG'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.
- (ii) All written outputs produced 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.
- (iii) 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 reuse or recycling.

5. Health, safety and security

The Contractor shall ensure that all of the Contractor's personnel who have access to or are employed on MHCLG's premises comply with MHCLG's health, safety and security procedures and instructions and complete any additional security clearance procedures required by MHCLG before working at MHCLG's premises.

6. Invoices and Payment

The Contractor shall submit an invoice within 28 days of meeting any milestone set out in the request for quotation to the satisfaction of MHCLG or otherwise within 28 days of supplying the Goods or Services to the satisfaction of MHCLG. The invoice shall show the amount of VAT payable and bear the Purchase

Order number. Save where an invoice is disputed, MHCLG shall pay the Contractor within 30 days of receipt of an invoice.

7. 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, or procure on behalf of any person in the employment of the Crown, 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 connection with the Contract.

8. Official Secrets Acts

The Contractor shall take all reasonable steps to ensure that all persons employed by him or by any sub-contractor in connection with the Contract are aware of the Official Secrets Acts 1911 to 1989, and understand that these Acts apply to them during and after performance of any work under or in connection with the Contract.

9. Disclosure of Information

- (i) To enable compliance with the Freedom of Information Act 2000 and the Environmental Information Regulations, MHCLG reserves the right to disclose information about this Contract pursuant to a valid request for information.
- (ii) The Contractor hereby gives consent for MHCLG to publish the Contract in its entirety to the general public.
- (iii) The Contractor shall not disclose any information relating to the Contract or MHCLG's activities without the prior written consent of MHCLG, which shall not be unreasonably withheld. Such consent shall not be required where the information is already in the public domain, is in the possession of the Contractor without restriction as to its disclosure, or is received from a third party who lawfully acquired it and is under no obligation restricting its disclosure.

10. Discrimination

The Contractor shall not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to legislation relating to any discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) as amended from time to time, including but not limited to the Race Relations Act 1976, the Sex Discrimination Acts 1975 and 1986, the Disability Discrimination Acts 1995 and 2005, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003 and the Equalities Act 2010.

11. Sub-contracting and assignment

The Contractor shall not sub-contract or transfer, assign, novate, charge, or otherwise dispose of the Contract or any part of it without the prior written consent of MHCLG. 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 cause a term to be included in such contract which requires payment to be made by the Contractor to the supplier or sub-contractor within a period not exceeding 30 days from receipt of a valid invoice as defined by the contract requirements.

12. Intellectual Property Rights

Subject to any prior rights of MHCLG or Crown, and to the rights of third parties arising otherwise than under the Contract, such intellectual property rights as are derived from or arise as a result of the performance of the Contract by the Contractor shall vest in the Contractor. The Contractor hereby grants a perpetual, irrevocable, worldwide, royalty-free licence to MHCLG and the Crown (and any person authorised by either of them) to use, supply, reproduce, publish, modify, adapt, enhance or otherwise deal with any materials in which such intellectual property rights exist.

13. Termination

If the Contractor fails to fulfil its obligations under the Contract, MHCLG may terminate the Contract forthwith by written notice and, in accordance with condition 16, may recover from the Contractor any reasonable costs necessarily and properly

incurred by MHCLG as a consequence of termination.

14. Break

(i) Without prejudice to condition 13, MHCLG shall at any time have the right to terminate the Contract or reduce the quantity of Goods or Services to be provided by the Contractor in each case by giving to the Contractor one month's written notice. During the period of notice MHCLG may direct the Contractor to perform all or any of the work under the Contract. Where MHCLG has invoked either of these rights, the Contractor may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit and consequential losses, provided that the claim shall not exceed the total cost of the Contract.

(ii) Termination or reduction under this provision shall not affect the rights of the parties to the Contract that may have accrued up to the date of termination.

15. Loss or Damage

The Contractor shall, without delay and at the Contractor's own expense, reinstate, replace or make good to the satisfaction of MHCLG, or if MHCLG agrees, compensate MHCLG, for any loss or damage connected with the performance of the Contract, except to the extent that such loss or damage is caused by the neglect or default of MHCLG. "Loss or damage" includes but is not limited to: loss or damage to property; personal injury; sickness or death; and loss of profits or loss of use suffered as a result of any loss or damage.

16. 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 MHCLG, that

amount 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 MHCLG or with any department, agency or office of Her Majesty's Government.

17. Insurance

The Contractor shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by him in the performance of this Contract.

18. Notices

A notice may be served: by delivery to the Contractor; by sending it by email or facsimile to him; or by ordinary first class post to the Contractor's last known place of business or registered office. A notice shall be deemed served at the time of delivery, after four hours for an email or facsimile, or on the second working day after posting.

19. Law and Jurisdiction

The Contract shall be governed by and interpreted in accordance with the law of England and Wales. The parties hereby submit to the exclusive jurisdiction of the English Courts.

20. Dispute Resolution

In the event of dispute, the parties shall negotiate in good faith to reach a solution. If they do not reach a solution within one month MHCLG may refer the dispute to mediation. During the dispute the Contractor shall at MHCLG's discretion continue to perform the Contract with all due diligence.

21. Variations to the Contract

No variation to the Contract will be effective until it has been recorded in writing and signed by MHCLG and the Contractor.