



UK Hydrographic Office

TERMS AND CONDITIONS OF CONTRACT FOR LOW VALUE PURCHASE ORDERS

1 GENERAL CONDITIONS OF CONTRACT

The following Conditions of Contract shall apply. The Conditions of Contract are made up of Special Conditions of Contract and DEFCONs (General Conditions of Contract), both detailed below. Where there is any conflict between the special Conditions of Contract and DEFCONs the following order of precedence shall prevail:

- a) the Special Conditions of Contract
- b) the DEFCONs

A full set of the DEFCONs can be accessed by using the following link, please choose Civilian access to DStan, and from the Home Page click Services and then Useful Links - DEFCONs is then one of the options.

<https://www.aof.mod.uk/aofcontent/tactical/toolkit/content/defcons/defcon.htm>.

DEFCON 76	(Edn 12/06)	- Contractor's Personnel at Government Establishments
DEFCON 129	(Edn 04/18)	- Packaging (For Articles other than Munitions)
DEFCON 501	(Edn 11/17)	- Definitions and Interpretations
DEFCON 502	(Edn 05/17)	- Specifications Changes
DEFCON 503	(Edn 12/14)	- Formal Amendments to Contract
DEFCON 507	(Edn 10/98)	- Delivery
DEFCON 513	(Edn 11/16)	- Value Added Tax
DEFCON 514	(Edn 08/15)	- Material Breach
DEFCON 515	(Edn 02/07)	- Bankruptcy and Insolvency
DEFCON 516	(Edn 04/12)	- Equality
DEFCON 518	(Edn 12/17)	- Transfer
DEFCON 520	(Edn 05/18)	- Corrupt Gifts and Payments of Commission
DEFCON 522	(Edn 11/17)	- Payment & Recovery of Sums
DEFCON 524	(Edn 10/98)	- Rejection
DEFCON 525	(Edn 10/98)	- Acceptance
DEFCON 526	(Edn 08/02)	- Notices
DEFCON 527	(Edn 09/97)	- Waiver
DEFCON 528	(Edn 07/17)	- Overseas Expenditure, Import and Export Licences
DEFCON 529	(Edn 09/97)	- Law (English)
DEFCON 530	(Edn 12/14)	- Dispute Resolution (English Law)
DEFCON 531	(Edn 11/14)	- Disclosure of Information
DEFCON 532B	(Edn 05/18)	- Protection of Personal Data
DEFCON 534	(Edn 06/97)	- Prompt Payment (Subcontracts)
DEFCON 537	(Edn 06/02)	- Rights of Third Parties
DEFCON 538	(Edn 06/02)	- Severability
DEFCON 539	(Edn 08/13)	- Transparency
DEFCON 550	(Edn 02/14)	- Child Labour and Employment Law
DEFCON 566	(Edn 03/18)	- Change of Control of the Contractor
DEFCON 608	(Edn 10/14)	- Access and Facilities to be Provided by the Contractor
DEFCON 609	(Edn 08/18)	- Contractor's Records
DEFCON 612	(Edn 10/98)	- Loss Of or Damage to the Articles
DEFCON 621B	(End 10/04)	- Transport (if Contractor is responsible for Transport)
DEFCON 632	(Edn 08/12)	- Third Party Intellectual Property – Rights and Restrictions



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DEFCON 656A	(Edn 08/16)	-	Termination for Convenience – Under £5M
DEFCON 658	(Edn 10/17)	-	Cyber
DEFCON 694	(Edn 07/18)	-	Accounting for Property of the Authority
DEFCON 703	(Edn 08/13)	-	Intellectual Property Rights - Vesting in the Authority
DEFFORM 532	(Edn 05/18)	-	Personal Data Particulars (please see completed form below)

Qualification of DEFCONs:

- (i) The "Authority" means the Secretary of State for Defence of Great Britain and Northern Ireland, represented by the United Kingdom Hydrographic Office (UKHO). The phrases 'United Kingdom Hydrographic Office'; 'UK Hydrographic Office'; and 'UKHO' shall all mean the Authority.
- (ii) The address for any Contract correspondence is:
Procurement
UKHO
Admiralty way
Taunton
TA1 2DN
- (iii) Where work under the Contract involves regular attendance by the Contractor's personnel at a Government Establishment the time of attendance shall be to the requirements of the TLO or his authorised representative. When working within the site of the UKHO the Contractor shall comply with:
 - i. the requirements of DEFCON 76 and, in particular, Clauses 6 to 10 therein;
 - ii. the leaflet "CONTRACTORS SAFE WORKING INSTRUCTIONS" and the information pack "SECURITY, HEALTH AND SAFETY BRIEF", copies of which will be made available to the Contractor's personnel on entry to the site and which they will be required to read and sign.
- b. When present at the UKHO, the Contractor must comply with all extant security rules in force on site. The removal of classified hardware and media from the site is either prohibited or covered by such security procedures. The level of security can vary from time to time, due to circumstances beyond the control of the Authority, locally.
- c. Any of the Contractor's employees, agents or representatives must expect to be challenged by any authorised personnel from the site they are working on. They must be able to give a reasonable account of themselves and show the relevant ID. The frequency of these challenges may escalate as the security alert state of a particular site rises. On occasion, these persons may be asked to leave the premises, to return when the alert state changes.
- d. Only persons with appropriate training, qualifications, competence and security clearance for the tasks on which they are engaged shall be employed under the Contract. Where required by the Authority, full particulars of all personnel to be so employed shall be forwarded in advance to the TLO for confirmation of acceptability. This requirement will also apply to Contractor's managerial personnel who may visit the establishment on an 'ad hoc' basis.
- e. The Contractor shall take all reasonable steps to avoid changes of personnel assigned to and accepted for the work under the Contract. Except whenever changes are unavoidable or of a temporary nature caused by sickness etc, the Contractor shall give at least one month's notice to the TLO and Clause d. of this Condition shall apply to the replacement personnel.



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- (iv) The Representative of the Authority referred to in DEFCON 522 shall be the Authorised Officer.
- (v) In accordance with DEFCON 531, all personnel employed by the Contractor on the Contract will be required to treat as COMMERCIAL-IN CONFIDENCE any Government owned or third party information to which they might have access during their engagement on the Contract. The Contractor will not, by virtue of the Contract, gain any rights in such information.

Disclosure of all information must be strictly in accordance with the "need to know" principle. Except with the written consent of the Authority, the Contractor shall not disclose the Contract or any provision thereof to any person other than a person employed by the Contractor. It must be confined to those members of staff whose access to the information is essential for the purpose of his/her duties under the Contract.

Further to the requirements of DEFCON 531, in the event that the Contractor has access to material which is the property of a third party for the performance of the Contract, he warrants that he shall observe the Intellectual Property Rights of that party. This shall include, but not be limited to, ensuring that no copies or extracts of the data are made on magnetic or any other media, without the written permission of the owner. The Contractor indemnifies the Authority against any action arising out of any alleged infringement of this Condition.

When not in use any COMMERCIAL-IN-CONFIDENCE information shall be stored under lock and key.

All documents shall be transmitted, both within and outside the Contractor's premises in such a way as to ensure that no unauthorised person has access.

Any loss of information shall be reported without delay to the Authority.

- (vi) With reference to DEFCON 656 – Consequences of Termination.
 - 1.0 Subject to **Clause 1.1** below, upon termination the Authority shall pay the Contractor the relevant Agreed Rates for all work performed prior to the date of termination. For any work in process and for non-cancellable commitments, the Authority shall pay the Contractor all reasonable costs and fees affected by the termination. Such termination shall not give rise to any claims or cause of action against the Authority or the Contractor for costs, damages, losses (including loss of profit) or for any other remuneration.
 - 1.1 the period of notice required to be given by the Authority in exercise of its power in accordance with clause 1 of DEFCON 656 shall be 90 (ninety) calendar days;
 - 1.2 the period of notice required to be given by the Contractor in exercise of its power in accordance with clause 6.b) of DEFCON 656 shall be 90 (ninety) calendar days;
 - 1.3 any claim by the Contractor made in accordance with clause 7 of DEFCON 656 shall be made not later than 90 calendar days after the date of determination of this Contract, or on such other date thereafter as may have been notified to the Contractor by the Authority in writing; and
 - 1.4 in any event the Authority shall not in relation to any claim made by the Contractor in accordance with clause 7 of DEFCON 656 be liable to pay to the Contractor any sum in respect of:
 - 1.4.1 any claim for loss of future profits; or
 - 1.4.2 any interest claimed:



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- 1.4.2.1 at a rate greater than 2% above the Bank of England base rate or rates applicable during the period starting on the date of determination of the contract and ending:
 - 1.4.2.1.1 90 (ninety) calendar days after the date of determination of the contract; or
 - 1.4.2.1.2 if earlier, the date of submission of the Contractor's claim; or
- 1.4.2.2 in respect of any period following the 90th (ninetieth) calendar day after the date of determination of the Contract.

2 SPECIAL CONDITIONS OF CONTRACT

2.1 Law

The Contractor shall comply with all applicable laws.

2.2 Statement Relating to Good Standing

The Authority will require the Contractor to sign a Statement Relating to Good Standing, as provided by the Authority, every 12 months for the life of the Contract.

2.3 Finance Bill

The Contractor shall provide information to enable the Authority to comply with the Finance Bill 2017.

2.4 Delivery Access at UKHO Taunton site

Please note from 1 May 2018 the Authority shall only be able to accept deliveries in vehicles of a maximum weight of 17.5 tonnes.

The Authority also does not have a forklift truck, so any palletised items will need to be delivered with a forklift and a trained forklift driver. All unpackaged pallets will need to be removed from site.

2.5 Specification & Management

- a. The Contractor shall supply Articles in accordance with the agreed specification, as stated in the contract.
- b. All work shall be carried out in accordance with the specification and attached terms and conditions to the satisfaction of the Technical Liaison Officer (TLO), TBC, or authorised representative, United Kingdom Hydrographic Office (UKHO), Admiralty Way, Taunton, Somerset, TA1 2DN.
- c. All items requiring technical clarification shall be addressed to the Technical Liaison Officer named in Clause b. of this Condition.

2.6 Pricing

Unless otherwise stated in the Schedule of Requirement or Purchase Order, the price shall be firm, non-variable, inclusive of all taxes (other than United Kingdom Value Added Tax) and duties which may be payable, and shall include:

- a. All work necessary to complete the specified task.

2.7 Payment

- a. The Contractors claim for payment shall be rendered on Commercial Invoices, quoting the Contract number (TBA) and emailed in PDF format to accountspayable@ukho.gov.uk. Contractors may submit multiple invoices on one email but each invoice shall be a separate PDF attachment.
- b. Alternatively, invoices may be submitted by post to Accounts Payable, The United Kingdom Hydrographic Office, Admiralty Way, Taunton, Somerset, TA1 2DN quoting the Contract number. Payment shall be due within 30 days of receipt by the Authority of a valid invoice. The Contract number (TBA) must be quoted



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on all invoices.

2.8 Advertising

Neither the Authority nor the Contractor shall make use of the other's name, nor the name of any of the other party's contractors or agents, nor of any information obtained under the Contract for publicity purposes, without the prior written consent of the other party. The Contractor undertakes not to make any claim to be a producer of "Official" chart data as a result of work undertaken under the Contract.

2.9 Novation

The Authority may assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof to:

- a. any contracting authority as defined in Regulation 3 of the Public Contracts Regulations 2006; or
- b. any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Authority; or
- c. any private sector body which substantially performs any or all functions of the Authority, provided that any such assignment, novation or other disposal shall not increase the burden of the Contractor's obligations under this Contract.

2.10 Entire Agreement

This Contract constitutes the entire understanding between the parties relating to the subject matter of the Contract and, save as may be expressly referred to or referenced herein, supersedes all prior representations, writings, negotiations or understandings with respect hereto, except in respect of any fraudulent misrepresentation made by either party.



Personal Data Particulars

This Form forms part of the Contract and must be completed and attached to each Contract containing DEFCON 532B.

Data Controller	The Data Controller is the Secretary of State for Defence of Great Britain and Northern Ireland, represented by the United Kingdom Hydrographic Office (UKHO). The phrases 'United Kingdom Hydrographic Office'; 'UK Hydrographic Office'; and 'UKHO' shall all mean the Authority. (the Authority). The Personal Data will be provided by: The Authority
Data Processor	The Data Processor is the Contractor. The Personal Data will be processed at: the Contractor's premises or a third party as agreed in the Contract documents
Data Subjects	The Personal Data to be processed under the Contract concern the following Data Subjects or categories of Data Subjects: may include staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, members of the public and as detailed in the Contract
Categories of Data	The Personal Data to be processed under the Contract concern the following categories of data: may include name, address, telephone number, order details and as detailed in the Contract
Special Categories of data (if appropriate)	The Personal Data to be processed under the Contract concern the following Special Categories of data: as detailed in the Contract
Subject matter of the processing	The processing activities to be performed under the contract are as follows: as detailed in the Contract
Nature and the purposes of the Processing	The Personal Data to be processed under the Contract will be processed as follows: may include collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether by automated means or not) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc. or as detailed in the contract
Technical and organisational measures	The following technical and organisational measures to safeguard the Personal Data are required for the performance of this Contract: as detailed in the Contract



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Instructions for disposal of Personal Data	The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract): data to be disposed of as detailed in the Contract or on Contract end date if not detailed
Date from which Personal Data is to be processed	Where the date from which the Personal Data will be processed is different from the Contract commencement date this should be specified here: as per contract commencement date

The capitalised terms used in this form shall have the same meanings as in the General Data Protection Regulations.