

**The Leicestershire Fire and Rescue Service**

**Invitation to Tender**

**To**

**(Enter Contract Title)**

**To**

**The Leicestershire Fire and Rescue Services'**

**Leicestershire Fire and Rescue Service  
Standard Terms and Conditions  
(Conditions of Contract)**

# LEICESTERSHIRE FIRE AND RESCUE SERVICE

## CONDITIONS OF CONTRACT

### 1

#### ***DEFINITIONS AND INTERPRETATION***

- 1.1 The abbreviation 'LFRS' shall mean 'The Leicestershire Fire and Rescue Service' and ancillary establishments on whose behalf the contract is placed.
- 1.2 'Conditions' means the standard terms and conditions of purchase set out in this agreement and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the LFRS and the Contractor.
- 1.3 The 'Contract' shall mean the contract between LFRS and the Contractor for the supply and purchase of the Goods and Services as detailed on the purchase order.
- 1.4 The term 'Contractor' shall mean the Company, Firm or Persons to whom the Contract is issued.
- 1.5 'Delivery Address' means the address stated on the order.
- 1.6 'Goods' means the goods offered by the Contractor in the Tender and/or supplied under this agreement.
- 1.7 Invoice address means Leicestershire Fire and Rescue Service (LFRS) 12 Geoff Monk Way, Birstall, Leicester, LE4 3BU or such other address as the LFRS may specify from time to time.
- 1.8 'Order' means the LFRS's purchase order to which these conditions apply in such form as the LFRS may determine.

- 1.9 'Price' means the price of the Goods and/or the charge for the service as detailed on the order.
- 1.10 'Settlement Discount' means the various discounts for prompt payment specified in the Tender by the Contractor.
- 1.11 'Specification includes particular requirement of the LFRS relating to the Goods or Service.
- 1.12 'Tender' means the form of tender completed by the Contractor and submitted to the LFRS in respect of this agreement.
- 1.13 Legislation

References to any Act of Parliament or subordinate legislation shall be construed as importing reference to any re-enactment modification or extension of it for the time being in force and to all statutory instruments, regulations, bye laws and plans made, given or issued there under or deriving validity from it.

## **2 COMMENCEMENT AND DURATION**

- 2.1 This Agreement shall come into effect on **(Enter Date)** and subject to earlier termination or extension in accordance with the terms and conditions of this Agreement shall terminate on **(Enter Date)**.
- 2.2 The LFRS may extend this Agreement beyond **(Enter Date)**, by a period of up to **(Enter Months)** months at its sole discretion. Such extension shall be notified to the Contractor in writing, served on the Contractor no later than six months prior to completion of the termination date at 2.1.

2.3 Following service of notice by the LFRS under clause 2.2 the Contractor shall notify the LFRS in writing within 28 days whether the Contractor wishes to accept the extension of the Contract.

2.4 Each order given and contract made pursuant to this Agreement shall be effective from the date of the order, and shall (subject to earlier termination or extension of the Agreement) continue in force until **(Enter Date)** or until the contract is completed which ever occurs last.

### **3**

#### **PURCHASE ORDERS**

3.1 The Order constitutes an offer by the LFRS to purchase the Goods and/or acquire the Services subject to this Agreement. Acceptance by the Contractor of an Order shall create a binding contract comprising the Order, the Specification (if any) and the clauses of and Schedules to this agreement ('the Contract')

3.2 The clauses to this Agreement shall apply to the Contract to the exclusion of any other terms and conditions to which the Order is accepted or purported to be accepted by the Contractor including any which may be printed on the reverse of the LFRS Order.

### **4**

#### **VARIATIONS**

4.1 No variation to the Order or this Agreement shall be binding unless agreed in Writing between the authorised representatives of the LFRS and the

Contractor

5

**SUPPLY OF GOODS AND SERVICES**

5.1

The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specification supplied by the LFRS to the Contractor or agreed in Writing by the LFRS.

5.2

The Contractor shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging and delivery of the Goods and the performance of the Services.

5.3

The Goods shall be marked in accordance with the LFRS instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

5.4

The Contractor shall provide Customer and Sales Services to the LFRS at no additional cost when requested to do so by the LFRS. The Contractor shall provide in its tender all relevant information regarding the availability of equipment demonstrations.

6

**INSPECTION/TESTING**

6.1

The Contractor shall not unreasonably refuse any request by the LFRS to inspect and test the Goods during manufacture, processing or storage at the premises of the Contractor or any third party prior to despatch, and the

Contractor shall provide the LFRS with all facilities reasonably required for inspection and testing.

6.2

If as a result of inspecting or testing the LFRS is not satisfied that the Goods will comply in all respects with the Contract, and the LFRS so informs the Contractor within 7 days of the inspection or testing, the Contractor shall take such steps as are necessary to ensure compliance.

7

**PRICE OF THE GOODS AND SERVICES**

7.1

The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be:

7.1.1

Exclusive of any applicable value added tax (which shall be payable by the LFRS subject to receipt of a VAT invoice); and

7.1.2

Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts and levies other than value added tax and all other costs referred to in the Tender.

7.2

The Contractor shall give at least four months prior written notice to the LFRS of any proposed price increase together with such documentary evidence as the LFRS may reasonably require and the Contractor shall not increase the price until it has received the written consent of the LFRS to such increase.

7.3 Subject to Clause 7.2 no increase in the Price may be made by the Contractor for the duration of this Agreement.

7.4 The Contractor shall pay to the LFRS such discounts for prompt payment and such retrospective rebates for bulk or volume of purchase as specified by the Contractor in the Tender.

## **8**

### **TERMS OF PAYMENT**

8.1 The contractor shall be entitled to invoice the LFRS for Goods purchased and Services rendered. Such invoice shall be submitted to the LFRS at the Invoice Address.

8.2 Each invoice shall quote the number of the Order, and shall be accompanied by an engineer's worksheet in respect of any Services rendered and parts supplied.

8.3 Unless otherwise stated in the Order, the LFRS shall pay the Price of the Goods and the Services within 30 days after the end of the month in receipt by the LFRS of a proper invoice or, if later, after acceptance of the Goods or Services in question by the LFRS. If a prompt payment period is stated in the Order the invoice shall be paid within the period and the relevant Settlement Discount for such period shall apply.

- 8.4 The LFRS reserves its right at Common Law and in Equity to set-off against its indebtedness to the Contractor any debt owed to it by the Contractor and in respect of any liability, damage, loss, cost, charges and expenses which it has occurred in consequence of any breach by the Contractor of this Agreement or any other contract or agreement with the LFRS.

**9**  
**DELIVERY**

- 9.1 The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the date or within the period stated in the Order, in either case during Normal Office Hours.

- 9.2 Where the date of delivery of the Goods or of performance of the Services is to be specified after the placing of Order, the Contractor shall give the LFRS reasonable notice of the specified date.

- 9.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.

- 9.4 If the Goods are to be delivered, or the Services are to be performed, by instalments, the Contract will be treated as a single contract and not severable.



9.5 The LFRS shall be entitled to reject any Goods delivered which are not in accordance with the Contract, and shall not be deemed to have accepted any Goods until the LFRS has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

9.6 The Contractor shall supply the LFRS in good time with any instructions or other information required to enable the LFRS to accept delivery of the Goods and performance of the Services

9.7 If the Goods are not delivered or the Services are not performed on the due date then, without prejudice to any other remedy, the LFRS shall be entitled to claim from the Contractor such loss or damage as it may have suffered as a consequence of such late delivery or performance.

## 10 **FREE ISSUE MATERIALS**

10.1 Where the LFRS for the purposes of the Purchase order issue materials 'free of charge' to the Contractor then such materials shall be and remain the property of the LFRS. The Contractor shall maintain all such materials in good order subject to fair wear and tear. The Contractor shall use such materials solely in connection with the Purchase order. Waste of such materials arising from bad workmanship or negligence of the Contractor shall be made good at the Contractor's expense. Without prejudice to any other rights of the LFRS, the Contractor shall deliver up such materials whether further processed or not to the LFRS on demand.

**11**

**PACKAGING**

11.1

The LFRS shall not accept any change other than specified on the order for casks, packages or containers of any description whatsoever.

11.2

The LFRS shall not be obliged to return to the contractor any packaging or packing materials for the Goods, whether or not any Goods are accepted by the LFRS.

**12**

**RISK AND PROPERTY**

12.1

Risk of damage to our loss of the Goods shall pass to the LFRS upon delivery to the LFRS in accordance with the Contract.

12.2

The property in the Goods shall pass to the LFRS upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the LFRS once payment has been made and the Goods have been appropriated to the Contract.

**13**

**HAZARDOUS GOODS**

13.1

Hazardous goods must be marked by the Contractor with international danger symbol(s) and display the name of the materials in English. Transport and other documents must include declaration of the hazard and name of the materials in English. Goods must be accompanied by emergency information, in English in the form of written instructions, labels or markings. The Contractor shall observe the requirements of UK and International agreements relating to the packaging, labelling and carriage of hazardous goods.

13.2

All information held by, or reasonably available to the Contractor regarding any potential hazards known or believed to exist in the transport, handling, storing or use of the Goods shall be promptly communicated to the LFRS.

14

**REPAIR SERVICES**

14.1

Repairs to Goods shall be carried out by the Contractors suitably qualified and duly authorised representatives attending at the nominated address at such times during Normal Working hours, or as may be agreed in advance between the LFRS and the Contractor.

14.2

If it is not reasonably practicable for the defect or malfunction to be repaired at the nominated address then the Contractor shall remove the Goods from site (or, where practical, the part of the Goods in question) for the purposes of repair. Where removal is considered necessary the Contractor shall:-

14.2.1

prior to such removal obtain authorisation from the nominated officer of the LFRS to effect the removal.

14.2.2 prior to such removal provide a written receipt to the authorised officer at the nominated address in respect of the goods to be removed.

14.2.3 bear all costs associated with the removal of Goods: and

14.2.4 be liable for any loss or damage associated to any Goods whilst in transit or on the premises of the Contractor or his authorised agent or sub-Contractor.

14.3 Where repairs to any Goods require parts and labour whose estimated costs exceeds £xxx plus VAT the Contractor shall not proceed with the work until a written quotation has been submitted to the nominated officer of the LFRS and as a result, received oral or written approval to proceed with the work from the nominated officer.

14.4 The Contractor shall ensure that its representatives at all times:

14.4.1 exercise reasonable care and skill in performing repairs and maintenance;

14.4.2 comply with the requirements of the Health and Safety at Work Act 1974, the current Management of Health and Safety at Work Regulations, the current Electricity at Work Act, and of any other legal provisions pertaining to their own health and safety and the health and safety of the LFRS employees and others who may be effected by performance of repair and maintenance work; and

14.4.3 prior to arrival at the Nominated Address contact the LFRS's Contact Representative for details of such additional safety and security regulations in force at the Delivery Address and comply with such regulations. If through any failure to comply with this sub-clause the Contractor is unable to perform the Services the LFRS shall not be liable to pay for any abortive expenses in attending at the Nominated address; and

14.5 when attending at a LFRS address, the Contractor must carry an authorised form of identification and present the same for inspection when requested to do so. The LFRS shall reserve the right to refuse admission for any failure to comply with this sub-clause

14.6 All spare parts and replacement Components supplied by the Contractor shall become part of the goods.

14.7 Repairs carried out and parts fitted to Goods must be validated by the completion of an Work Validation Form in such format as shall be approved by LFRS. Each Engineer's Worksheet must be in triplicate and must contain the following information.

14.7.1 the official order number;

14.7.2 the full address of the address at which the repairs have been carried out (and if different) the address from which the Goods were collected;

14.7.3 the nature of the work/repairs carried out and details of all parts supplied;

14.7.4 time of the engineers arrival and departure;

14.7.5 for preventative maintenance visits only details of any remedial work and/or required;

14.8 Each Work Validation Form must be signed by the engineer and by an authorised representative of the LFRS at the Nominated Address. The LFRS shall be under no obligation to pay invoices for work/repairs undertaken where the Work Validation Form has not been signed in accordance with the above procedure;

14.9 One copy of each Work Validation Form must:

14.9.1 be left at the Nominated Address of the appliance with the authorised representative who signed it;

14.9.2 accompany the Contractor's invoice for the work/repairs; and

14.9.3 be kept by the Contractor for its own records;

## 15

### **WARRANTIES AND INDEMNITIES**

15.1

The Contractor warrants to the LFRS that for a minimum period of twelve months from the date of delivery or fitting as appropriate (“Warranty Period”) the Goods and any parts supplied by the Contractor:

15.1.1

will be free from defects in design, material and workmanship;

15.1.2

will correspond with the Order and any relevant Specification;

15.1.3.

will comply with all statutory requirements and regulations relating to the scale of the Goods.

15.1.4

will comply with all British or equivalent European standards in respect of the Goods;

15.1.5

will comply with all relevant manufacturers installation and safety instructions.

15.2

Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the LFRS shall be entitled in its sole discretion:

15.2.1

to require the Contractor to repair the Goods or to supply replacement Goods or Services in accordance with the Contract free of charge within 7 days; or

15.2.2

whether or not the LFRS has previously required the Contractor to repair the Goods or to supply any replacement Goods or Services,

to treat the Order as discharged by the Contractor's breach, reject the Goods and require their prompt collection at the risk and expense of the Contractor and require the payment of any part of the Price which has been paid in respect of such Order; and/or

15.2.3

to procure the supply of goods and/or services by a third party in default of supply by the Contractor in accordance with this Agreement and Contractor shall be liable to indemnify the LFRS in respect of any labour and call out expenses incurred in so doing. Any services undertaken and parts supplied by a third party to any Goods shall not invalidate the Contractor's warranties.

15.3

The Contractor shall indemnify the LFRS in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the LFRS as a result or in connection with:

15.3.1

breach of any warranty given by the Contractor in relation to the Goods or the Services:

15.3.2

any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the LFRS.

15.3.3

any act or omission of the Contractor or its employees or agents in supplying, delivering and installing the Goods; and

15.3.4

any act or omission of any of the Contractor's personnel in



connection with the performance of the Services.

15.3.5 The Contractor shall compensate the LFRS in full on demand for loss, damage or injury to the LFRS, any claim in respect of loss damage or injury made against the LFRS by third parties and any cost expenses arising in connection with them which result from the Contractor's failure to comply with the order or Contract (whether negligent or otherwise) and in particular resulting from any defect in the goods or their materials, construction workmanship or design (to the extent that the Contractor is responsible for design) or any claim that any goods prepared or supplied under the order or Contract except exclusively in accordance with a design or instruction given by the LFRS infringe or are alleged to infringe the rights of any third party claimed under or in connection with any patent, registered design, copyright or breach of confidence.

15.4 The Contractor shall at all times be fully insured with a reputable insurer against all insurable liability under this Agreement to a minimum limit of liability to two million pounds (£2,000,000) in respect of any one claim.

15.5 The Contractor shall provide all facilities, assistance and advice required by the LFRS or its insurers for the purpose of contesting or dealing with any action claim or matter arising out of the Contractor's performance or purported performance of or failure to perform the Contract.

16

**YEAR 2000 COMPLIANCE**

16.1

The Contractor warrants that neither the performance nor functionality of: any Goods supplied by the Contractor; or the Contractor's internal computerised systems used to supply any Goods and/or Services under this agreement or that may affect the Contractor's financial stability; will be affected by dates prior to, during and after the Year 2000. In particular:

16.1.1

no value for current date will cause any interruption in operation;

16.1.2

date-based functionality will behave consistently for dates prior to, during and after 2000;

16.1.3

in all interfaces and data storage, the century in any date will be specified either explicitly or by unambiguous algorithms or inferencing rules; and

16.1.4

year 2000 will be recognised as a leap year.

**17**

*TERMINATION*

**17.1**

The LFRS shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Contractor at any time prior to delivery or performance, in which event the LFRS's sole liability shall be to pay to the Contractor the Price for the Goods or Services in respect of which the LFRS has exercised its right of cancellation, less the Contractor's net saving of cost arising from cancellation.

**17.2**

The LFRS shall be entitled to terminate the Contract without liability to the Contractor by giving notice to the Contractor at any time if the Contractor:

**17.2.1**

shall enter into liquidation either compulsory or voluntary (save for the purpose of reconstruction or amalgamation); or

**17.2.2**

shall pass a resolution for winding up (save for the purpose of recognising or amalgamation); or

**17.2.3**

shall have an administrative receiver appointed or is in circumstances which would entitle the Court to appoint, or have appointed, a receiver, manager or administrative receiver or which entitles the Court to make a winding up order; or

**17.2.4**

has possession lawfully taken by or on behalf of the holders of any debentures secured by a floating charge of any property comprised in or subject to the floating charge; or

17.2.5 the Contract ceases, or threatens to cease, to carry on business; or

17.2.6 the LFRS reasonably apprehends that any of the events mentioned above is about to occur in relation to the Contractor and notifies the Contractor accordingly; or

17.2.7 the Contractor shall fail to comply with any safety requirements relating to the provision of the Goods or Services;

17.3 In the event that the Contractor, its employees or Agents in the reasonable opinion of the LFRS is quality of serious misconduct in connection with the provision of Goods and Service under this Agreement the LFRS shall at its option terminate this Agreement forthwith.

17.4 In the event of any breach of this Agreement by either party the other party may serve notice on the party in breach (if capable of remedy) to be remedied within a reasonable period as specified in the notice not being longer than 28 days. If the breach is not capable of remedy or has not been remedied before the expiry of the specified period, the party not in breach may terminate the Agreement with immediate effect by notice in writing.

## 18 **TERMINATION CONSEQUENCES**

18.1 In the event of termination of this Agreement for whatever reason the LFRS shall, without prejudice to any other right and remedies:

18.1.1  
cease to be under any obligation to make further payments to the Contractor save for those already invoiced or due to be invoiced in respect of Goods and/or Services supplied pursuant to Orders placed up to the date of termination;

18.1.2  
be entitled to treat the Agreement at an end and seek the supply of the Goods and Services from another Contractor.

18.1.3  
be entitled to retain any payments which may have fallen due until the Contractor has paid to the LFRS all sums due or arising under this Agreement;

18.2  
In the event of the termination of this Agreement for whatever reason the Contractor shall:

18.2.1  
forthwith cease to supply any further Goods or Services except those for which Orders have already been placed by the LFRS which orders shall be promptly satisfied failing which the LFRS shall be entitled to cancel such Orders without liability to the Contractor;

18.2.2  
be liable to compensate the LFRS in respect of any antecedent breaches of this Agreement by the Contractor;

18.2.3

fully and promptly indemnify the LFRS in respect of the cost of obtaining the supply of such Goods and Services as would have been supplied by the Contractor during the remainder of the period of this Agreement, to the extent that such cost exceeds such sums as would have been lawfully payable to the Contractor for supplying such Goods and Services including but not limited to the costs of closing out of this Agreement, tendering for the supply of the Goods and Services by another Contractor and entering into a new Agreement with replacement contractor(s); and

18.2.4

if requested to do so by the LFRS the Contractor shall provide at no cost to the LFRS any and all relevant information to enable the LFRS to prepare the necessary documentation in respect of any subsequent tendering or re-tendering of the Goods and Services. The information required shall be sufficient to enable the LFRS to meet its legal obligations and to obtain best value for money reasonably obtainable in a tendering exercise.

**19**

**CHANGE OF LAW**

19.1

If at any time after the date hereof any Act of Parliament, statutory instrument made thereunder, resolution or direction of the European Union, bye law, order or other similar instrument having the force of law comes into force or has effect in the United Kingdom which constitutes discriminatory legislation, change of safety, the Contractor shall bear any additional costs incurred as a result of each and every such act, statutory instrument, resolution directive, bye-law, order and/or other similar instrument.

**20**

**CONFIDENTIALITY**

20.1

Each party shall:

20.1.1

maintain in confidence any information provided to it directly or indirectly by the other Party under, or in anticipation of, this Agreement, taking such reasonable security measures as it takes to protect its own confidential information and trade secrets;

20.1.2

use such information only for the purposes of performing its obligations under this Agreement: and

20.1.3

not disclose such information to any other person, other than to employees and consultants who (in each case) have accepted obligations of confidentiality and non use equivalent to the provisions of this clause 15 and who need to have access to such information in connection with the performance of this Agreement.

20.2 The obligations set out in clause 20.1 above shall not apply to any information which the party receiving the information (Receiving Party) can prove written records:

20.2.1 was already lawfully in its possession prior to receiving it from the other Party;

20.2.2 Was already in the public domain when it was provided by the other Party;

20.2.3 subsequently enters the public domain through no fault of the Receiving Party;

20.2.4 is received from a third party who has the lawful right to provide it to the Receiving Party without imposing obligations of confidentiality; or

20.2.5 is required to be disclosed by an order of any court of competent jurisdiction or governmental authority PROVIDED that reasonable efforts shall be used by the receiving Party to secure a protective order or equivalent over such information and PROVIDED further that the other Party shall be informed as soon as possible and be given an opportunity, if time permits, to make appropriate representations to such court or authority to attempt to secure that such information is kept confidential.

## 21

### **BRAND SUBSTITUTION**

21.1 The Contractor must inform the LFRS in writing whenever any models of the Goods are discontinued or added to the range offered by the Contractor.

21.2 Where the LFRS specifies the brand of Goods in the Order the Contractor shall not substitute another brand without the prior written consent of the LFRS.



21.3 If the Contractor does supply a substitute brand in breach of Clause 21.2 and the LFRS could have purchased that substitute cheaper elsewhere then

21.3.1 The contractor shall immediately refund to the LFRS the difference between the amount charged and the cheaper price; and

21.3.2 The LFRS reserves the right to recoup any costs whatsoever incurred so doing

## **22**

### **FORCE MAJEURE**

22.1 Neither Party shall have any liability or deemed to be in breach of this Agreement for any delays or failure in performance of this Agreement, which results from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other party in writing when such circumstances cause the delay or failure in performance when they cease to do so.

## **23**

### **AMENDMENT**

23.1 Agreement may only be amended in writing signed as duly authorised representatives of the LFRS and the Contractor.

## **24**

### **ASSIGNMENT**

24.1 Agreement and each and every Order is personal to the Contractor and the Contractor shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Agreement or any Order except with the prior written consent of the LFRS.

## **25**

### **PREVENTION OF CORRUPTION**

25.1 The LFRS may terminate this Agreement forthwith, and without prejudice to any other rights, recover from the Contractor the amount of any loss resulting from such termination if the Contractor shall have:

25.1.1. offered, or given, or agreed to give any person any gift or consideration of any kind as an inducement or a reward for doing, or forbearing to do, or having done, or forborne to have done, any action in relation to the obtaining of this Agreement, or any other contract with the LFRS or for showing or forbearing to show favour or disfavour to any person in relation to this Agreement or any other contact with the LFRS, or the like acts shall have been done by any person employed by the Contractor or acting on the Contractor's behalf (with or without the knowledge of the Contractor), or if in relation to this Agreement or any other contract with the LFRS the Contractor or any person employed by the Contractor, or acting on the Contractor's behalf, shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under Sections 117(2) and (3) of the Local Government Act 1972; or

25.1.2 communicated to any person other than the LFRS the amount or approximate amount of the Tender (other than in confidence in order to obtain quotations necessary for the preparation of the Tender); or

25.1.3 Entered into any agreement or arrangement with any person as to the amount of any proposed tender or that such person shall refrain from tendering.

26

## **DISCRIMINATION**

- 26.1 The Contractor shall not, and shall take all reasonable steps to secure that all servants, employees or agents of the Contractor and all sub-Contractor employed in the execution of this Agreement do not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976, the Sex Discrimination Act 1975 or the Disability Discrimination Act 1996 in relation to discrimination in employment.

## **27**

### **RECOVERY OF SUMS DUE FROM CONTRACTOR**

- 27.1 When under this Agreement any sum of money shall be recoverable from or payable by the Contractor such sum may be deducted from or reduced by the amount of any sum or sums then due or which, at any time thereafter may become due to the Contractor under the Contract or any other contract with the Contractor and this and such contract or contracts shall for all purposes be deemed to be mutual dealings for the purposes of Insolvency Act.

## **28**

### **WAIVER**

- 28.1 No failure or delay on the part of either party to exercise any right or remedy agreement shall be construed or operate as a waiver thereof, nor shall any single or partial exercise of any right or remedy preclude the further exercise of such right or remedy.

## **29**

### **INVALID CLAUSES**

- 29.1 If any provision or part of this Agreement is held to be invalid, amendments to this agreement may be made by addition or deletion of wording as appropriate to remove the invalid part or provision but otherwise pertain the provision and other provisions of this Agreement to the maximum extent permissible under applicable law.

## **30**

### **NO AGENCY**

- 30.1 Neither Party shall act or describe itself as the agent of the other, nor shall it make or represent that it has authority to make any commitments on the others' behalf.

**31**

**NOTICES**

- 31.1 Any notice to be given under this Agreement shall be in writing and shall be sent by first class mail or by fax (confirmed by first class mail) in the case of the LFRS to the Invoice address and in the case of the Contractor to the address provided by the Contractor on the tender documents appertaining to this agreement.
- 31.2 Notices sent as above shall be deemed to have been received three working days after the day of posting and for working day after transmission (in the case of fax messages, but only if a transmission report is generated by the senders fax machine recording a message from the recipients fax machine, confirming that the fax was sent to the number indicated above and confirming that all pages were successfully transmitted).

**32**

**CHANGE OF ADDRESS**

- 32.1 Each of the parties shall give notice to the other of the change or acquisition of any address or telephone facsimile or similar number at the earliest possible opportunity but in any event within 48 hours of such change or acquisition.

**33**

**LAW AND JURISDICTION**

- 33.1 The validity, construction and performance of this Agreement shall be governed by English Law, and the parties agree to submit to the exclusive jurisdiction of the English Courts.

**34**

**FURTHER ACTION**

- 34.1 Each party agrees to execute, acknowledge and deliver such further instruments and do all further similar acts as may be necessary or appropriate to carry out the purposes and intent of this Agreement.

**35     ANNOUNCEMENTS**

35.1     Neither Party shall make any press or other public announcement concerning any aspect of this Agreement, or make any use of the name of the other Party in connection with or in consequence of this Agreement, without the prior written consent of the other Party.

**36     ENTIRE AGREEMENT**

36.1     This Agreement sets out the entire agreement between the parties and supersedes all prior oral or written agreements, arrangements or understanding between them. The parties acknowledge that they are not relying on any representation, agreement term or condition, which is not set out in this Agreement.