

Attachment 1

STANDARD CONTRACT OF CONDITIONS FOR PURCHASE

CONTRACT FOR: Supply, Installation, Commissioning and servicing Of CNC lathe and a CNC milling machine and associated equipment.

THIS CONTRACT IS DATED: 8th January 2024

Parties

- 1) WMG Academy for Young Engineers Coventry registered Company Number 07937014 whose registered address is 251 Mitchell Avenue, Coventry, CV4 8UW (“the Academy”);

and

- 2) “*company name and registered number*” whose registered office is at “*full address*” (“the Contractor”)

Recitals

The Contractor has agreed to Supply, install commission and service CNC lathe and a CNC milling machine and associated equipment on the terms and conditions set out in this Contract.

The Academy's reference number for this Contract is TLCAP23

1 Interpretation

1.1 In this Contract the following words shall mean:-

“the Services”	the services to be performed by the Contractor as described in Schedule 1;
“the Contract Manager”	Graham Jacklin, 251 Mitchell Avenue, Coventry, CV4 8UW

"the Contractors Contract Manager

tbc

"Confidential Information"

means all information which has been designated as confidential by either party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including but not limited to information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, Intellectual Property Rights, know-how, personnel, customers and suppliers of either party and commercially sensitive information which may be regarded as the confidential information of the disclosing party.

"Contracting Department"

any contracting Department as defined in Regulation 5(2) of the Public Contracts (Works, Services and Supply) (Amendment) Regulations 2000 other than the Academy;

"Contractor Personnel"

all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor;

"Academy's Confidential Information"

all Personal Data and any information, however it is conveyed, that relates to the business, affairs, developments, trade secrets, know-how, personnel, and suppliers of the Academy, including all IPRs, together with all information derived from any of the above, and any other information clearly designated as being confidential (whether or not it is marked "confidential") or which ought reasonably be considered to be confidential;

"Environmental Information Regulations"

the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issues by the Information Commissioner or relevant Government Department in relation to such regulations;

"FOIA"

the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time together with any guidance and/or codes of practice issued by the Information Commissioner or relevant Government Department in relation to such legislation;

“His Majesty's Government”	means the duly elected Government for the time being during the reign of His Majesty and/or any department, committee, office, servant or officer of such Government
"Information"	has the meaning given under section 84 of the Freedom of Information Act 2000;
"Personal Data"	shall have the same meaning as set out in the Data Protection Act 1998;
“Property”	means the property, other than real property, issued or made available to the Contractor by the Academy in connection with the Contract.
"Request for Information"	a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations;
"Working Day"	any day other than a Saturday, Sunday or public holiday in England and Wales.

1.2 References to “Contract” mean this contract (and include the Schedules). References to “Clauses” and “Schedules” mean clauses of and schedules to this Contract. The provisions of the Schedules shall be binding on the parties as if set out in full in this Contract.

1.3 Reference to the singular include the plural and vice versa and references to any gender include both genders. References to a person include any individual, firm, unincorporated association or body corporate.

2 Commencement and Continuation

The Contractor shall commence the Services on 8th January 2024 and, subject to Clause 10.1 shall complete the Services on or before 8th April 2024.

3 Contractor's Obligations

3.1 The Contractor shall promptly and efficiently complete the Services in accordance with the provisions set out in Schedule 1.

3.2 The Contractor shall comply with the accounting and information provisions of Schedule 2.

- 3.3 The Contractor shall comply with all statutory provisions including all prior and subsequent enactments, amendments and substitutions relating to that provision and to any regulations made under it.

4 Academy's Obligations

The Academy will comply with the payment provisions of Schedule 2 provided that the Academy has received full and accurate information and documentation as required by Schedule 2 to be submitted by the Contractor for work completed to the satisfaction of the Academy.

5 Changes to the Academy's Requirements

- 5.1 The Academy shall notify the Contractor of any material change to the Academy's requirement under this Contract.
- 5.2 The Contractor shall use its best endeavours to accommodate any changes to the needs and requirements of the Academy provided that it shall be entitled to payment for any additional costs it incurs as a result of any such changes. The amount of such additional costs to be agreed between the parties in writing.

6 Management

- 6.1 The Contractor shall promptly comply with all reasonable requests or directions of the Contract Manager in respect of the Services.
- 6.2 The Contractor shall address any enquiries about procedural or contractual matters in writing to the Contract Manager. Any correspondence relating to this Contract shall quote the reference number set out in the Recitals to this Contract.

7 Contractor's Employees and Sub-Contractors

- 7.1 Where the Contractor enters into a sub-contract with a supplier or contractor for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due by the Contractor to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 7.2 The Contractor shall take all reasonable steps to satisfy itself that its employees or sub-contractors (or their employees) are suitable in all respects to perform the Services
- 7.3 The Contractor shall immediately notify the Academy if they have any concerns regarding the propriety of any of its sub-contractors in respect of work/services rendered in connection with this Contract.
- 7.4 The Contractor, its employees and sub-contractors (or their employees), whilst on Academy premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time.

- 7.5** The Contractor shall ensure the security of all the Property whilst in its possession, during the supply of the Services, in accordance with the Academy's reasonable security requirements as required from time to time.

8 **Warranty and Indemnity**

- 8.1** The Contractor warrants to the Academy that the obligations of the Contractor under this Contract will be performed by appropriately qualified and trained personnel with reasonable skill, care and diligence and to such high standards of quality as it is reasonable for the Academy to expect in all the circumstances. The Academy will be relying upon the Contractor's skill, expertise and experience in the performance of the Services and also upon the accuracy of all representations or statements made and the advice given by the Contractor in connection with the performance of the Services and the accuracy of any documents conceived, originated, made or developed by the Contractor as part of this Contract. The Contractor warrants that any goods supplied by the Contractor forming a part of the Services will be of satisfactory quality and fit for their purpose and will be free from defects in design, material and workmanship.
- 8.2** Without prejudice to any other remedy, if any part of the Services is not performed in accordance with this Contract then the Academy shall be entitled, where appropriate to:
- 8.2.1** require the Contractor promptly to re-perform or replace the relevant part of the Services without additional charge to the Academy; or
- 8.2.2** assess the cost of remedying the failure ("the assessed cost") and to deduct from any sums due to the Contractor the Assessed Cost for the period that such failure continues.
- 8.3** The Contractor shall be liable for and shall indemnify the Academy in full against any expense, liability, loss, claim or proceedings arising under statute or at common law in respect of personal injury to or death of any person whomsoever or loss of or damage to property whether belonging to the Academy or otherwise arising out of or in the course of or caused by the provision of the Services.
- 8.4** The Contractor shall be liable for and shall indemnify the Academy against any expense, liability, loss, claim or proceedings arising as a result of or in connection with any breach of the terms of this Contract or otherwise through the default of the Contractor
- 8.5** All property of the Contractor whilst on the Academy's premises shall be there at the risk of the Contractor and the Academy shall accept no liability for any loss or damage howsoever occurring to it.
- 8.6** The Contractor shall ensure that it has adequate insurance cover with an insurer of good repute to cover claims under this Contract or any other claims or demands which may be brought or made against it by any person suffering any injury damage or loss in connection with this Contract. The Contractor shall upon request produce to the Academy, its policy or policies of insurance, together with the receipt for the payment of the last premium in respect of each policy or produce documentary evidence that the policy or policies are properly maintained.

9 **Termination**

- 9.1** This Contract may be terminated by either party giving to the other party at least 3 months' notice in writing.
- 9.2** In the event of any breach of this Contract by either party, the other party may serve a notice on the party in breach requiring the breach to be remedied within a period specified in the notice which shall be reasonable in all the circumstances. If the breach has not been remedied by the expiry of the specified period, the party not in breach may terminate this Contract with immediate effect by notice in writing.
- 9.3** In the event of a material breach of this Contract by either party, the other party may terminate this Contract with immediate effect by notice in writing.
- 9.4** This Contract may be terminated by the Academy with immediate effect by notice in writing if at any time:
- 9.4.1** the Contractor passes a resolution that it be wound-up or that an application be made for an administration order or the Contractor applies to enter into a voluntary arrangement with its creditors; or
 - 9.4.2** a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Contractor's property, assets or any part thereof; or
 - 9.4.3** the court orders that the Contractor be wound-up or a receiver of all or any part of the Contractor's assets be appointed; or
 - 9.4.4** the Contractor is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986.
 - 9.4.5** there is a change in the legal or beneficial ownership of 50% or more of the Contractor's share capital issued at the date of this Contract or there is a change in the control of the Contractor, unless the Contractor has previously notified the Academy in writing. For the purpose of this Sub-Clause 9.4.5 "control" means the power of a person to secure that the affairs of the Contractor are conducted in accordance with the wishes of that person by means of the holding of shares or the possession of voting power.
 - 9.4.6** the Contractor is convicted (or being a company, any officers or representatives of the Contractor are convicted) of a criminal offence related to the business or professional conduct
 - 9.4.7** the Contractor commits (or being a company, any officers or representatives of the Contractor commit) an act of grave misconduct in the course of the business;
 - 9.4.8** the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to the payment of Social Security contributions;

9.4.9 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to fulfil his/their obligations relating to payment of taxes;

9.4.10 the Contractor fails (or being a company, any officers or representatives of the Contractor fail) to disclose any serious misrepresentation in supplying information required by the Academy in or pursuant to this Contract.

9.5 Nothing in this Clause 10 shall affect the coming into, or continuance in force of any provision of this Contract which is expressly or by implication intended to come into force or continue in force upon termination of this Contract.

10 **Status of Contractor**

10.1 In carrying out its obligations under this Contract the Contractor agrees that it will be acting as principal and not as the agent of the Academy.

10.2 The Contractor shall not say or do anything that may lead any other person to believe that the Contractor is acting as the agent of the Academy.

11 **Confidentiality**

11.1 Except to the extent set out in this clause or where disclosure is expressly permitted elsewhere in this Contract, each party shall:

11.1.1 treat the other party's Confidential Information as confidential and safeguard it accordingly; and

11.1.2 not disclose the other party's Confidential Information to any other person without the owner's prior written consent.

11.2 Clause 11 shall not apply to the extent that:

11.2.1 such disclosure is a requirement of Law placed upon the party making the disclosure, including any requirements for disclosure under the FOIA or the Environmental Information Regulations pursuant to Clause 13 (Freedom of Information);

11.2.2 such information was in the possession of the party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;

11.2.3 such information was obtained from a third party without obligation of confidentiality;

11.2.4 such information was already in the public domain at the time of disclosure otherwise than by a breach of this Contract; or

- 11.2.5** it is independently developed without access to the other party's Confidential Information.
- 11.3** The Contractor may only disclose the Academy's Confidential Information to the Contractor Personnel who are directly involved in the provision of the Project and who need to know the information, and shall ensure that such Contractor Personnel are aware of and shall comply with these obligations as to confidentiality.
- 11.4** The Contractor shall not, and shall procure that the Contractor Personnel do not, use any of the Academy's Confidential Information received otherwise than for the purposes of this Contract.
- 11.5** The Contractor shall ensure that their employees, servants or such professional advisors or consultants are aware of the Contractor's obligations under this Contract.
- 11.6** Nothing in this Contract shall prevent the Academy from disclosing the Contractor's Confidential Information:
- 11.6.1** for the purpose of the examination and certification of the Academy's accounts; or
- 11.6.2** for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Academy has used its resources.
- 11.7** The Academy shall use all reasonable endeavours to ensure that any employee, third party or Sub-contractor to whom the Contractor's Confidential Information is disclosed pursuant to clause 12 is made aware of the Academy's obligations of confidentiality.
- 11.8** Nothing in this clause 12 shall prevent either party from using any techniques, ideas or know-how gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in a disclosure of the other party's Confidential Information or an infringement of Intellectual Property Rights.

12 **Freedom of Information**

- 12.1** The Contractor acknowledges that the Academy is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Academy to enable the Academy to comply with its information disclosure obligations.
- 12.2** The Contractor shall and shall procure that its Sub-contractors shall:
- 12.2.1** transfer to the Academy all Requests for Information that it receives as soon as practicable and in any event within two Working Days of receiving a Request for Information;
- 12.2.2** provide the Academy with a copy of all Information in its possession, or power in the form that the Academy requires within five Working Days (or such other period as the Academy may specify) of the Academy's request; and

- 12.2.3** provide all necessary assistance as reasonably requested by the Academy to enable the Academy to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
- 12.3** The Academy shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Contract or any other agreement whether any Information is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
- 12.4** In no event shall the Contractor respond directly to a Request for Information unless expressly authorised to do so by the Academy.
- 12.5** The Contractor acknowledges that (notwithstanding the provisions of Clause 13) the Academy may, acting in accordance with the Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("**the Code**"), be obliged under the FOIA, or the Environmental Information Regulations to disclose information concerning the Contractor or the Project:
- 12.5.1** in certain circumstances without consulting the Contractor; or
- 12.5.2** following consultation with the Contractor and having taken their views into account; provided always that where 12.5.1 applies the Academy shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Contractor advanced notice, or failing that, to draw the disclosure to the Contractor's attention after any such disclosure.
- 12.6** The Contractor shall ensure that all Information is retained for disclosure and shall permit the Academy to inspect such records as requested from time to time.
- 13** **Access and Information**
- The Contractor shall provide access at all reasonable times to the Academy's internal auditors or other duly authorised staff or agents to inspect such documents as the Academy considers necessary in connection with this Contract and where appropriate speak to the Contractors employees.
- 14** **Transfer of Responsibility on Expiry or Termination**
- 14.1** The Contractor shall, at no cost to the Academy, promptly provide such assistance and comply with such timetable as the Academy may reasonably require for the purpose of ensuring an orderly transfer of responsibility upon the expiry or other termination of this Contract. The Academy shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after the expiry or other termination of this Contract.
- 14.2** Such assistance may include (without limitation) the delivery of documents and data in the possession or control of the Contractor which relate to this Contract, including the documents and data, if any, referred to in the Schedule.

14.3 The Contractor undertakes that it shall not knowingly do or omit to do anything which may adversely affect the ability of the Academy to ensure an orderly transfer of responsibility.

15 **Amendment and variation**

No amendment or variation to this Contract shall be effective unless it is in writing and signed by or on behalf of each of the parties hereto. The Contractor shall comply with any formal procedures for amending or varying contracts which the Academy may have in place from time to time.

16 **Assignment and Sub-contracting**

The benefit and burden of this Contract may not be assigned or sub-contracted in whole or in part by the Contractor without the prior written consent of the Academy. Such consent may be given subject to any conditions which the Academy considers necessary. The Academy may withdraw its consent to any sub-contractor where it no longer has reasonable grounds to approve of the sub-contractor or the sub-contracting arrangement and where these grounds have been presented in writing to the Contractor.

17 **The Contract (Rights of Third Parties) Act 1999**

This Contract is not intended to create any benefit, claim or rights of any kind whatsoever enforceable by any person not a party to the Contract.

18 **Waiver**

No delay by or omission by either Party in exercising any right, power, privilege or remedy under this Contract shall operate to impair such right, power, privilege or remedy or be construed as a waiver thereof. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise thereof or the exercise of any other right, power, privilege or remedy.

19 **Notices**

Any notices to be given under this Contract shall be delivered personally or sent by post or by e-mail to the Contract Manager (in the case of the Academy) or to the address set out in this Contract (in the case of the Contractor). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by e-mail transmission, 12 hours after proper transmission.

20 **Dispute resolution**

20.1 The Parties shall use all reasonable endeavours to negotiate in good faith and settle amicably any dispute that arises during the continuance of this Contract.

- 20.2** Any dispute not capable of resolution by the parties in accordance with the terms of Clause 21 shall be settled as far as possible by mediation in accordance with the Centre for Dispute Resolution (CEDR) Model Mediation Procedure.
- 21.3** No party may commence any court proceedings/arbitration in relation to any dispute arising out of this Contract until they have attempted to settle it by mediation, but any such mediation may be terminated by either party at any time of such party wishing to commence court proceedings/arbitration.
- 21** **Discrimination**
- 21.1** The Contractor shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in race, gender, religion, disability, sexual orientation or otherwise) in employment.
- 21.2** The Contractor shall take all reasonable steps to secure the observance of Clause 21.1 by all servants, employees or agents of the Contractor and all suppliers and sub-contractors employed in the execution of the Contract.

22 **Law and Jurisdiction**

This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts.

Authorised to sign for and on

Authorised to sign

for and on

behalf of the School

behalf of the Contractor

Signature

Signature

Name in CAPITALS

Name in CAPITALS

Position in Organisation

Position in Organisation

Address in full

Address in full

Date

Date

