



Contract for the Provision

of

[Name of Contracted Services]



CONDITIONS OF CONTRACT

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CONDITIONS OF CONTRACT

1. DEFINITIONS

In these conditions:

1.1 "The Client" means Transport Focus. Transport Focus means the Passenger Council, established by Section 20 of Railways Act 2005 and subsequent amendments. Transport Focus is the operating name of the Passengers Council, which remains its legal name.

1.2 "The Contract" means the agreement concluded between the Client and the Contractor including all these conditions, specifications, plans, drawings and other documents which are relevant to the Contract. In the case of any discrepancy among these documents these conditions shall prevail.

1.3 "The Contractor" means [name of supplier], of [address of supplier], who by the contract undertakes to render such Services for the Client as is provided by the Contract.

1.4 "The Contract Manager" means [name of PS contract manager] or other person notified to the Contractor by the Client.

1.5 "The Contract Price" as described in the Schedule of Requirement means the price exclusive of Value Added Tax, payable to the Contractor by the Client under the Contract for the full and proper performance by the Contractor of his part of the Contract as determined under the provisions of the Contract as set out in Schedule 4.

1.6 "Issued Property" means all government property issued in connection with the Contract.

1.7 "Loss" includes destruction.

1.8 "Loss of Property" includes damage to property, loss of profits and loss of use.

1.9 "Month" means calendar month unless otherwise defined.

1.10 "Personal Injury" includes sickness and death.

1.11 "Servant of the Client or the Crown" includes persons (and the personal representative of any person) who are Servants of the Client or the Crown when any relevant Personal Injury or Loss of Property occurred, even if he has ceased to be such before any payment in respect of the Personal Injury or Loss of Property is made, and, where they have ceased to be such by reason of their deaths, include their personal representative.

1.12 "The Services" means all Services which the Contractor is required to carry out under the Contract.

1.13 "The Specification" means the description and specification as detailed in the Invitation to Preferred Supplier List.

1.14 "Sub-Contractor" means any person, firm or company under the Contract to the Contractor to perform work or provide professional services and/or supply goods and includes any other person or persons taken as a partner or director by such person, firm or company during the currency of the Contract and the surviving member or members of any such firm or company.

1.15 "Government Provision" means any Statutory Provision, warrant, order, scheme, regulations or conditions of service applicable to a Servant of the Client providing for continuance of pay or the payment of sick pay, or any allowance to or for the benefit of Servants of the Client, or their families or dependants, during or in respect of sickness, injury or disablement suffered by such Servants.

1.16 The headings of these Conditions shall not affect the interpretation thereof.

1.17 Any notice or other communication whatsoever which the Client is required or authorised by the Contract to give or make to the Contractor shall, without prejudice to any other method of giving or making it, be sufficiently given or made if it is sent by post in a prepaid letter addressed to the Contractor by name at the last known place of abode or business of the Contractor and if the letter is not returned through the post undelivered that notice or communication shall be deemed for the purposes of the Contract to have been given or made at the time at which the letter would in the ordinary course of post be delivered.

1.18 The masculine includes the feminine.

1.19 The singular includes the plural and vice versa.

1.20 Reference to any enactment, order, regulation or other similar instrument, shall be construed as a reference to the enactment, order, regulation or instrument as amended by any subsequent enactment, order, regulation or instrument.

2. LAW

2.1 The Contract shall be considered as a contract made in England and Wales and subject to the law of England and Wales.

3. SERVICE

3.1 Will cover all work performed under the Preferred Supplier List

4. DURATION OF THE PREFERRED SUPPLIER LIST

4.1 This is a rolling document that will be reviewed on an annual basis.

5. POSSIBLE EXTENSION OF THE PREFERRED SUPPLIER LIST

5.1 Subject to satisfactory performance by the Contractor during the Contract Period, the Client may wish to extend the Contract. The Client may approach the Contractor if it wishes to do so before the end of the Contract Period. The Conditions in the Contract apply throughout any such extended period.

6. DUTY OF CARE

6.1 The Contractor shall be responsible for ensuring that reasonable skill, care and diligence are exercised in carrying out the Services properly and efficiently in accordance with the Contract.

7. VARIATION OF CONTRACT

7.1 Any variation of any provision of this Contract must be effected in writing issued by the Client, and no purported variation by any other means shall bind the Client.

8. VARIATION OF REQUIREMENT

8.1 The Client reserves the right to vary the requirements of the Contract, as detailed in the Specification, should this at any time become necessary. In the event of any variation of the contractual requirement, payment under the Contract shall be subject to fair and reasonable adjustment to be agreed between the Client and the Contractor.

9. CONTRACTOR'S ORGANISATION

9.1 All personnel deployed on the work relating to the Contract must have appropriate qualifications and competence and in all respects be acceptable to the Client. Where so required, full particulars of all personnel to be so employed shall be forwarded in advance to the Client for confirmation of acceptability.

9.2 The key personnel offered by the Contractor and accepted by the Client to work on the Contract are as follows:

[insert names]

9.3 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 Client of proposals to change key personnel and Condition 9.1 and 9.2 shall apply to the replacement personnel.

9.4 The Contractor shall take the steps reasonably required by the Client to prevent unauthorised persons being admitted to the Client's premises. If the Client gives the Contractor notice that any person is not to be admitted to or is to be removed from its premises or is not to become involved in (or removed from) the Services, the Contractor shall take all reasonable steps to comply with such notice.

9.5 The decision of the Client as to whether any person is to be admitted to or is to be removed from involvement in the Services or as to the designation or approval of key personnel and as to whether the Contractor has furnished the information or taken the steps required of him by this Condition shall be final and conclusive.

9.6 The Contractor shall bear the cost of any notice, instruction or decision of the Client under this Condition.

10. PRICE

10.1 The Contract Price described in the Schedule of Requirements is [specify whether firm, i.e. not subject to escalation or fixed.]

11. PAYMENT

11.1 Unless otherwise stated in this Contract payments shall be claimed on completion of the work OR once a month in arrears. Itemised claims, accompanied by all necessary documentation, shall be submitted to the Client for scrutiny and approval. Payment shall be made within 30 days of receipt and agreement of invoices for work completed to the satisfaction of the Client. Payments may be withheld or reduced by the Client in the event of

unsatisfactory performance without prejudice to the other rights of the Client under the Contract.

11.2 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

12. VALUE ADDED TAX

12.1 The Client shall pay to the Contractor, in addition to the Contract Price, a sum equal to the Value Added Tax chargeable on the value of the supply of goods and services provided in accordance with the Contract.

12.2 Any invoice or other request for payment of moneys due to the Contractor under the Contract shall, if he is a taxable person, be in the same form and contain the same information as if the same were a tax invoice for the purposes of Regulations made under the Finance Act 1972.

12.3 The Contractor shall, if so requested by the Client, furnish such information as may reasonably be required by the Client as to the amount of Value Added Tax chargeable on the value of goods and services supplied in accordance with the Contract and payable by the Client to the Contractor in addition to the Contract Price. Any overpayment by the Client to the Contractor shall be a sum of money recoverable from the Contractor for the purposes of (Condition 13 - Recovery of Sums Due).

13. RECOVERY OF SUMS DUE

13.1 Whenever under the Contract any sums of money shall be recoverable from or payable by the Contractor, the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under the Contract or under any other Contract with the Client or with any Department or office of Her Majesty's Government.

14. PAYMENT OF SUB-CONTRACTORS

14.1 Where the Contractor enters a sub-contract with a supplier or Contractor for the purpose of performing the contract, he shall cause a term to be included in such Subcontract which requires payment to be made to the supplier or Contractor within 30 days from receipt of the valid invoice as defined by the sub-contract requirements.

15. INDEMNITIES & INSURANCE

15.1 The Contractor shall effect and maintain insurance necessary to cover jointly the Client and the Contractor for the risks faced under these Conditions with regard to fire damage, injury to persons and loss of or damage to property, which insurance may be limited in respect of any one claim (but shall not be limited in any other respect).

15.2 The Contractor shall indemnify and keep indemnified the Client, the Crown, its servants and agents against all actions, claims, demands, costs and expenses incurred by or made against the Client or the Crown, its servants or agents in respect of any loss or damage or personal injury (including death) which arises from any advice given or anything done or omitted to be done under this Contract to the extent that such loss, damage or injury is caused by the negligence or wrongful act of the Contractor, his servants or agents.

15.3 The Contractor (if an individual) represents that he is regarded by both the Inland Revenue and the Department of Social Security as self-employed and accordingly shall indemnify the Client against any tax, national insurance contributions or similar impost for which the Client may be liable in respect of the Contractor by reason of this Contract.

15.4 The Contractor shall, whenever required by the Client, produce to the Client certificates signed on behalf of the Contractor's insurers stating that insurance complying with the requirements set out in Condition 15.1 is in force and the period for which it has been taken out.

15.5 If, for whatever reason, the Contractor fails to comply with this Condition, or without the approval of the Client obtains a different policy of insurance from that which he notified to the Client at the time when he submitted his tender, the Client may make alternative arrangements necessary to protect his interests and recover loss and damages from the Contractor.

15.6 The terms of any insurance or the amount of cover shall not relieve the Contractor of any liabilities under the Contract.

16. UNSATISFACTORY PERFORMANCE

16.1 Should the Services or any portion thereof not be completed to the satisfaction of the Client within the time or times specified in the Contract, or if in the opinion of the Client progress made in the execution of the Service is unsatisfactory and unlikely to lead to such completion, the Client may without prejudice to any other remedies by notice in writing to the Contractor determine the Contract either as respects the Services which have not been carried out in accordance with the Contract at the time of such determination or as respects all the Services to which the Contract relates other than those carried out in accordance with the Contract before that time, hereinafter called a relevant determination, and in such case the Contractor shall not be entitled under the Contract to payment of any amount by way of compensation.

16.2 Where the Client has determined the Contract under Condition 16.1 hereof and without prejudice as aforesaid the Client may obtain all or any of the Services as respects which the Contract is so determined by arranging for those services to be carried out by alternative means and there shall be recoverable from the Contractor the amount by which the aggregate of the cost of obtaining the Services in this way, exceeds the amount which would have been payable to the Contractor in respect of all the Services so replaced if they had been carried out in accordance with the Contract.

16.3 In the event of the Contractor failing to carry out any Services in accordance with these Conditions, the Client shall (without prejudice to any other remedy available) be entitled:

- to deduct from any account rendered by the Contractor in respect of unsatisfactory Services such sum as the Client considers appropriate;
- to have such Services carried out satisfactorily by other persons and in the meantime to debar the Contractor, his servants and agents from the Premises.

16.4 On the occurrence of a relevant determination the Contractor shall, notwithstanding such determination, cooperate in the transfer of the Services, to which the relevant

determination relates to any alternative organisation under Condition 16.2 hereof in accordance with arrangements to be notified to him by the Client.

17. TERMINATION

17.1 The Client shall in addition to his powers under any other of these Conditions have power to terminate the Contract at any time by giving to the Contractor written notice, without prejudice to the rights of the parties accrued to the date of determination, but subject to the operation of the following provisions of this Condition.

17.2 In the event of such notice being given the Client shall at any time before the expiration of the notice be entitled to exercise and shall as soon as may be reasonably practicable within that period exercise such of the following powers as he considers expedient:

- to direct the Contractor, where work has not been commenced, to refrain from commencing work;
- to direct the Contractor to complete in accordance with the Contract all or any of the Services, or any part of component thereof, which shall be paid for at a fair and reasonable price.

18. TERMINATION ON CHANGE OF CONTROL OR BANKRUPTCY

18.1 The Client may terminate the Contract by written notice having immediate effect if:

- a) the Contractor undergoes a change of control, within the meaning of section 416 of the Income and Corporation Taxes Act 1988, impacting adversely and materially on the performance of the Contract, or
- b) where the Contractor is an individual or a firm, the Contractor or any partner in the firm becomes bankrupt or has a receiving order or administration order made against him; or makes any compromise or arrangement with or for the benefit of his creditors; or appears unable to pay a debt within the meaning of section 268 of the Insolvency Act 1986; or any similar event occurs under the law of any other jurisdiction within the United Kingdom; or
- c) where the Contractor is a company, the Contractor passes a resolution or the Court makes an order that the Contractor be wound up otherwise than for the purpose of solvent reconstruction or amalgamation; or a receiver, manager or administrator is appointed on behalf of a creditor in respect of the Contractor's business or any part of it; or the Contractor is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986; or any similar event occurs under the law of any other jurisdiction within the United Kingdom.

18.2 The Client may only exercise its right under Condition 18.1(a) within 6 Months after a change of control occurs and shall not be permitted to do so where it has agreed in advance to the particular change of control that occurs. The Contractor shall notify the Client immediately when any change of control occurs.

19. INTELLECTUAL PROPERTY RIGHTS

19.1 Subject to the rights of third parties and to any rights of the Contractor and the Client arising otherwise than by virtue of the Contract, all rights in the results of work undertaken by or on behalf of the Contractor for the purposes of the Contract, including any data, reports, servicing schedules, drawings, specifications, designs, inventions or other material produced or acquired in the course of such work and copyright therein shall vest in and be the property of the Client, who reserves the right to determine whether the result of the work shall be published and, if so, on what conditions; and the Contractor shall ensure where necessary that he secures the right to effect such vesting.

20. PATENTS

20.1 All royalties, licence fees or similar expenses for the supply or use of any invention, process, drawing, model, plan or information in connection with the Contract shall be deemed to have been included in the Contract Price. The Contractor shall indemnify the Client from and against all claims and proceedings, which may be made or brought against the Client, and any damages, cost and expenses incurred by the Client in respect of such supply or use.

21. OFFICIAL SECRETS ACTS AND CONFIDENTIALITY

21.1 The Contractor's attention is drawn to the provisions of the Official Secrets Acts, 1911 to 1989. The Contractor shall take all reasonable steps by display of notices or by other appropriate means to ensure that all persons employed on any work in connection with the Contract have notice that these statutory provisions apply to them and will continue so to apply after the completion or earlier determination of the Contract.

21.2 The Contractor shall not remove from the Client's premises any classified or privacy marked material without the Client's express agreement. The Contractor must keep any such material so removed under conditions approved by the Client for the housing of such classified or privacy marked material.

21.3 A basic guide to the Official Secrets Act 1989 is available on request from the Client.

21.4 Transport Focus will ensure that it meets the requirements of the Freedom of Information Act 2000 and will use its discretion about what sensitive information is given out when a request is made.

21.5 Transport Focus will abide by the guidance given in the Publication of New Central Government Contracts. Transport Focus will make available to the public all information that is not covered under the Freedom of Information Act 2000 exemptions.

22. PROVISION OF EQUIPMENT

22.1 Any equipment provided by the Client for the purpose of the Contract shall remain the property of the Client and shall only be used for the purpose of carrying out this Contract; to be returned promptly to the Client on expiry or termination of the Contract. The Contractor will reimburse the Client for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the actions of the employee or agent of the Contractor. Equipment supplied by the Client shall be deemed to be in good condition when received by or on behalf of the Contractor, unless the Client is notified otherwise in writing within seven days.

23. OCCUPATION OF CLIENTS PREMISES

23.1 Any land or premises (including temporary buildings) made available to the Contractor by the Client in connection with the Contract shall be made available to the Contractor free of charge and shall be used by the Contractor solely for the purposes of performing the Contract. The Contractor shall have the use of such land or premises as licensee and shall vacate the same upon completion or determination of the Contract. Any utilities required by the Contractor shall be subject to the charges set out elsewhere in the Contract.

24. TRANSFER, SUB-LETTING AND SUBCONTRACTING

24.1 The Contractor shall not give, bargain, sell, assign, sub-let, sub-contract or otherwise dispose of the Contract or any part thereof or the benefit or advantage of the Contract or any part thereof without the previous consent in writing of the Client.

25. NOVATION

25.1 Subject to 25.3, the Client shall be entitled to;

- a) assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof to any Contracting Authority provided that any assignment, novation or other disposal shall not increase the burden of the contractor's obligations under this Contract; or
- b) novate this Contract to any other body established by the Crown or under statute in order to substantially to perform any of the functions that previously had been performed by the Client provided that any such novation shall not increase the burden of the Contractor's obligations pursuant to this Contract; or
- c) novate this Contract to any private sector body which substantially performs the function of the Client provided that any such novation shall not increase the burden of the Contractor's obligations pursuant to this contract.

25.2 Any change in the legal status of the Client such that it ceases to be a Contracting Authority shall not, subject to Clause 25.3, affect the validity of this Contract. In such

circumstances, this Contract shall bind and inure too the benefit of any successor body to the Client.

25.3 If the Contract is novated pursuant to 25.2 to a body which is not a Contracting Authority or if there is a change in the legal status of the Client such that it ceases to be a Contracting Authority (in the remainder of this Condition both such bodies being referred to as the "Transferee"):

a) the rights of termination of the Client in Condition 17 shall be available to the Contractor in the event of the bankruptcy, insolvency or Default of the Transferee;

b) the Transferee shall only be able to assign, novate or otherwise dispose of its rights and obligations under this Contract or any part thereof with the previous consent in writing of the Contractor.

26. CORRUPT GIFTS AND PAYMENTS OF COMMISSION

26.1 The Contractor shall not:

a) Offer to give or agree to any person in the service of the Client or the Crown any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for the Client or the Crown or for showing or forbearing to show favour or disfavour to any person in relation to this or any other contract for the Client or the Crown;

b) Enter into this or any other contract with the Client or any Government

Department in connection with which commission has been paid or agreed to be paid by him or on his behalf, or to his knowledge, unless before the Contract is made particulars of any such commission and of the terms and conditions of any agreement for the payment thereof have been disclosed in writing to the representative of the Client.

26.2 Any:

a) Breach by the Contractor of the condition contained in Condition 26.1 or

b) Commission of an offence by the Contractor under the Prevention of Corruption Acts 1889 to 1910 in relation to this or any other contract for the Client or the Crown shall entitle the Client to determine the Contract and recover from the Contractor the amount of any loss resulting from such determination and/or to recover from the Contractor the amount of value of any such gift, consideration, or commission.

26.3 In Condition 26.2, references to the Contractor include anyone employed by him or acting on his behalf (whether with or without his knowledge).

26.4 Where the Contract has been determined under Condition 26.2 the powers given by Condition 15 - Unsatisfactory Performance shall apply as if there has been a failure in performance.

26.5 In any dispute, difference or question arising in respect of:

a) The interpretation of this Condition (except so far as the same may relate to the amount recoverable from the Contractor under Condition 26.2 in respect of any loss resulting from such determination of the Contract); or b) The right of the Client to determine the Contract; or c) The amount of value of any such gift, consideration or commission;

The decision of the Client shall be final and conclusive.

27. DISCRIMINATION

27.1 The Contractor shall not unlawfully discriminate within the meaning and scope of the provisions of the Race Relations Act 1976, or the Sex Discrimination Act 1975, or any statutory modification or re-enactment thereof relating to discrimination in employment. The Contractor shall take all reasonable steps to secure the observance of these provisions by all servants, employees or agents of the Contractor and all sub-contractors employed in the execution of the Contract. Equal Opportunity Act 2010 has been implemented to encourage the identification and elimination of discrimination, sexual harassment and victimisation and their causes, and to promote and facilitate the progressive realisation of equality

28. USE OF MATERIALS

28.1 The Client is committed to supporting the Government's initiative on the environment. The Contractor must give due regard to environmental considerations throughout the carrying out of the Contract, including the use of materials that are or can be recycled and materials that are proven to be environmentally safe.

29. ARBITRATION

29.1 All disputes differences or questions between the parties to the Contract with respect to any matter or thing arising out of or relating to the Contract, other than a matter or thing as to which the decision of the Client is under the Contract to be final and conclusive and except to the extent to which special provision for arbitration is made elsewhere in the Contract, shall be referred to the arbitration of two persons, one to be appointed by the Client and one by the Contractor, or their umpire, in accordance with the provisions of the Arbitration Acts 1950, 1975 and 1979, or any statutory modification or re-enactment thereof for the time being in force.

30. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

30.1 A person who is not a party to this Contract shall have no rights under the Contracts (Rights of third Parties) Act 1999 to enforce any term of this Contract. This clause does not affect any right or remedy of any person which exists or is available otherwise then pursuant to that Act.

31. CONTRACTOR'S PROPERTY

31.1 All property of the Contractor while at the Premises shall be at the risk of the Contractor and the Client shall accept no liability for any loss or damage howsoever occurring thereto or caused thereby except where any such loss or damage was caused or contributed to by any act, neglect or default of any Servant of the Client or the Crown at the Premises acting in the course of his employment. The Client shall accept liability to the extent to which such loss or damage is so caused or contributed to as aforesaid.

32. PERSONAL INJURY AND LOSS OF PROPERTY

32.1 This Condition applies to any Personal Injury or Loss of Property which arises in any way in connection with the performance or purported performance of the Contractor.

32.2 Subject to the following provisions of this Condition, the Contractor shall: a) Compensate the Client for any such Loss of Property suffered by the Client; b) indemnify the Client and servants of the Client against all claims and proceedings made or brought against the Client or servants of the Client in respect of Personal Injury or Loss of Property to which this Condition applies and against all costs and expenses reasonably incurred in connection therewith; c) indemnify the Client against any payment made by the Client to indemnify, in whole or in part, a Servant of the Client against any such claim, proceedings, costs or expenses; and d) indemnify the Client against any payment by the Client to a Client servant in respect of loss of Property to which this Condition applies suffered by that Servant of the Client and against any payment made under any Government Provision in connection with any Personal Injury to which this Condition applies suffered by any Servant of the Crown.

32.3 If the Contractor shows that any such Personal Injury or Loss of Property: a) was not caused nor contributed to by his neglect or default or by that of his servants, agents or Subcontractors or by any circumstances within his or their control, he shall be under no liability under this Condition; b) that the neglect or default of any person (not being his servant, agent or Subcontractor) was in part responsible, the Contractor's liability under this Condition shall not extend to the share in the responsibility attributed to the neglect or default of that person.

32.4 The Client shall notify the Contractor of any claim or proceedings made or brought in respect of any such Personal Injury or Loss of Property.

32.5 If the Contractor admits that he is liable wholly to indemnify the Client in respect of any such claim or proceeding he or, if he so wishes, his insurers, shall, subject to Condition 32.6 and 32.7 of this Condition be responsible for dealing with or settling that claim or proceeding.

32.6 The Client shall in any event deal with any such claim which involves a Government Provision or which is made by or against a Servant of the Client, and Condition 32.5 shall not apply to any such claim.

32.7 If, when the Contractor or his insurers are dealing with any such claim or proceeding, any matter or issue arises which involves, or may involve, any privilege or special right of the Client (including a matter relating to the discovery or production of documents) the Contractor or his insurers shall consult the Client before taking any further action on the matter and shall act in relation thereto as may be required by the Client; and if either the Contractor or his insurers fail to comply with this Condition, Condition 32.5 shall cease to apply.

32.8 Where any claim or proceeding in respect of any liability referred to in Condition 32.7 above, is settled otherwise than by the Contractor or his insurers, he shall not be required to pay by way of indemnity any sum greater than that which would be reasonably payable in

settlement having regard to the circumstances of the case and in particular to the damages which might be recoverable at law.

32.9 For the purpose of this Condition "an expected claim" means a claim or proceeding in respect of a matter failing to be dealt with under a Government Provision, or a claim or proceeding made or brought by or against a Servant of the Client.

33. DISCLOSURE OF INFORMATION

33.1 The Contractor shall take every precaution to ensure that information about the Contract, or arising from or connected with the Contract, is divulged only to the minimum number of employees and then only to the extent essential to each person's action in carrying out the Contract. No information regarding the Services being provided under the Contract or facilities to photograph or film shall be given or permitted by the Contractor except with prior written permission of the Client to whom any press or other enquiry or any such matter should be referred.

33.2 The Contractor shall not communicate with representatives of the general or technical press, radio, television or other communications media unless specifically granted permission to do so in writing by the Client.

33.3 The Contractor shall fully indemnify the Client, his Servants or Agents against the costs of dealing with any claims made in respect of any information subject to the Data Protection Act 1984, which claims would not have arisen but for some act, omission or negligence on the part of the Contractor, his Sub-contractors, agents or staff.

34. USE OF DOCUMENTS, INFORMATION ETC

34.1 Except with the consent in writing of the Client, the Contractor shall not disclose the Contract or any provision thereof to any person other than a person employed by the Contractor in the carrying out of the Contract or any other person concerned with the same. Such disclosure shall be made in confidence and extend so far only as may be necessary for the purposes of the Contract.

34.2 Except with the consent in writing of the Client the Contractor shall not make use of the Contract or information issued or furnished by or on behalf of the Client otherwise than for the purpose of the Contract.

34.3 Any specifications, plans, drawings, or any other documents issued by or on behalf of the Client for the purposes of the Contract remain the property of the Client and must be returned on completion of the Contract.

34.4 In the event of any inconsistency or conflict between this Condition and Condition 21 - Official Secrets Act the provisions of Condition 21 shall prevail.

35. FREEDOM OF INFORMATION

35.1 The contractor acknowledges that the client is subject to the requirements of the freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations and shall assist and cooperate with the client (at the contractors expense) to enable the client to comply with these information disclosure requirements.

36. CONFLICTS OF INTEREST

36.1 The contractor shall take appropriate steps to ensure that neither the Contractor nor any employee, servant, agent, supplier or sub-contractors placed in a position where there is or may be an actual conflict, or potential conflict, between the pecuniary or personal interests of the Client under the provisions of the Contract. The Contractor will disclose to the Client full particulars of any such conflict interest which may arise.

36.2 The provisions of this Condition shall apply during the continuance of this Contract and indefinitely after its termination.

37. FRAUD

37.1 The Contractor shall safeguard the Client's funding of the Contract against fraud generally and, in particular, fraud on the part of Staff, or the Contractors directors and suppliers. The Contractor shall notify the Client immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.

38. CONTRACT MANAGEMENT

38.1 The Contractor shall comply with any reasonable guidance or guidelines issued by the Contract Manager from time to time in connection with the Contract.

38.2 The Contractor shall address any enquiries about procedural, contractual or other matters in connection with the provision of the Services in writing to the Contract Manager.

38.3 The Client reserves the right to call contract meetings. These shall be attended by the Contractor, the Contract Manager and any other person the Client wishes to attend.

39. EFFECT OF EXPIRY OR TERMINATION

39.1 On expiry or termination of this Contract however arising, the Consultant shall, at no cost to the Client, promptly provide such assistance and comply with such timetable as the Client may reasonably require for the purpose of ensuring an orderly transfer of responsibility for provision of the Services. The Client shall be entitled to require the provision of such assistance both prior to and, for a reasonable period of time after expiry or other termination of this Contract.

39.2 The Contractor shall do such other reasonable acts or things as may be necessary or desirable to enable the Client to accomplish an orderly and prompt transfer of responsibility for the provision of the Services

39.3 The Contractor undertakes that he shall not knowingly do or omit to do anything which may adversely affect the ability of the Client to ensure an orderly transfer of responsibility of the Services.

40. CONTRACT CAPACITY

40.1 It is implied whom ever signs this contract on the behalf of your organisation has the legal capacity to do so and issues

41. SALES OF GOODS ACT 1979

41.1 All aspects of the Sales of Goods Act 1979 will apply to this contract.

42. SUPPLY OF GOODS AND SERVICES ACT 1982

42.1 All aspects of the Supply of Goods and Services Act 1982 will apply to this contract

43. PASSAGE OF TITLE

43.1 Ownership of the goods or service will pass at the point all sums outstanding have been paid or unless otherwise stated in the terms of the contract

44. TRANSFER AND UNDERTAKINGS (PROTECTION OF EMPLOYMENT)

44.1 If any of the suppliers employees are liable for a TUPE transfer at any stage during this contract the contractor must inform Transport Focus, this in no way takes away to employees rights for the transfer to take place.

THIS CONTRACT IS WITNESSED AND AUTHORISED BY:

Signed by:.....

Signed by:

Name:

Name:

On behalf of Transport Focus

On behalf of (Insert Contractor's details)



Date:

Date:

FORMAL DECLARATION OF OFFER

For: Insert Contract Title

TO: TRANSPORT FOCUS The undersigned having examined the Notices and Instructions and such other terms and conditions as are specified in the Invitation to Tender document hereby offers to supply the Goods and Services specified in the Invitation to Tender document at the price or prices and at the time or times stated therein and in accordance with the Specification stated in the Invitation to Tender document and subject to the terms and conditions of the proposed contract document included in the Invitation to Tender document.

It is agreed that any other terms or conditions of contract or any general reservations which may be printed on any correspondence emanating from the Tenderer in connection with this tender or with any Contract resulting from this tender shall not be applicable to this tender or to the contract. We certify that this is a bona fide tender, and that we have not fixed or adjusted the amount of the tender by or under or in accordance with any agreement or arrangements with any other person. We also certify that we have not done and we

undertake that we will not do at any time before the hour and date specified for the return of this tender any of the following acts:

1. Communicate to any person other than the person calling for those tenders the amount or approximate amount of the proposed tender, except where the disclosure, in confidence, of the approximate amount of the tender was necessary to obtain insurance premium quotations required for the preparation of the tender;
2. Enter into agreement or arrangements with any other person that he shall refrain from tendering or as to the amount of any tender to be submitted;
3. Offer or pay or give or agree to pay or give any sum of money or valuable consideration directly or indirectly to any person for doing or having done in relation to any other tender or proposed tender for the said work any act or thing of the sort described above.

In this certificate, the word "person" includes any person and any body or association, corporate or unincorporate; and "any agreement or arrangement" includes any such transaction, formal or informal, and whether legally binding or not.

We understand that you are not bound to accept the lowest, or any, tender you may receive. Our offer is valid for 90 days unless this period is extended by mutual agreement.

Signature: _____ in the capacity of _____
(state official position)

Name (in Block Capitals):

Duly authorised to sign tenders for and on behalf of:

Tenderer's name:

Address: