

Electric Fixed Wire Test Care & Maintenance

Request for Quotation

BWT/RFQ/1605/0006

20th May 2016

Matt Isherwood

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Brooke Weston Trust

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Confidentiality Statement

All bidders agree that any information about Brooke Weston Trust, which is exchanged as part of the quotation, negotiation, or performance stages of this contract will be kept confidential by the bidder. This is especially important where the information includes Trust finances, enrolment issues, projects and plans for expansion, new academic areas, or other sensitive information.

Submission Details

Submission Deadlines

All submissions for responding to this request must be submitted on paper and delivered to our office, as stated below, no later than:

2pm, Friday 24th June 2016

Submission Delivery Address

The delivery address to be used for all submissions is:

Contact: **Matt Isherwood**
Job Title: **Director of Estates**
Address: **Brooke Weston Trust**
Proc0006@brookeweston.org

Electronic Submissions

Electronic submissions in response to this Request for Quotation will be accepted as long as they meet the following criteria:

Email: **proc0006@brookeweston.org**

Hard Copy Submissions

Where submission in response to this Request for Quotation are provided as a paper copy, one (1) original and six (6) copies should be supplied.

Submission Requirements

- Please supply your submission in the following format: Microsoft Word 2003-2010, Arial 11pt font, 1-inch page margins, unless documentation exists in another format.
- Must be sent encrypted to protect confidential information.
- Price elements should be on a separate page to Non-Price elements, required for Non-Price evaluation.
- All elements of Scope of Requirements must be addressed in response.
- Submissions are required on or before Submission Deadline.

Submission Questions and Clarifications

- Bidders requiring further clarification or interpretation of the RFQ must submit their request using the question process via email detailed below.

Email: **proc0006@brookeweston.org**

Brooke Weston Trust - Request for Quote

Electric Fixed Wire Testing, Care and Maintenance

- Bidders may contact the school sites direction for further local clarifications.

School	Position	Name	Address	Phone
Brooke Weston Academy	Premise Manager	Shaun Houghton	Coombe Road, Great Oakley, Corby, NN18 8LA	01536 396366
Corby Business Academy	Premise Manager	Barry Gibb	Academy Way, Gretton Road, Corby, NN17 5EB	01536 303120
Corby Technical School	Premise Manager	Barry Gibb	Cottingham Road, Corby, NN17 1TD	01537 303120
KSA Secondary	Premise Manager	Pete Underwood	Deeble Road, Kettering, NN15 7AA	01536 532700
Thomas Clarkson Academy	Premise Manager	Barry Reed	Corporation Road, Wisbech, Cambs, PE13 2SE	01945 585237
Beanfield Primary	Premise Manager	Frank Burton	Farmstead Avenue, Corby, NN18 0LJ	01536 262000
Gretton Primary	Premise Manager	Barry Gibb	Kirby Road, Gretton, NN17 3DB	01538 303120
KSA Primary	Premise Manager	Pete Underwood	Windmill Avenue, Kettering, NN15 7EA	01536 532700
Oakley Vale Primary	Premise Manager	Brian Hebbard	Cheltenham Road, Corby, NN18 8RH	01536 461199
Peckover Primary	Premise Manager	Barry Reed	Leverington Road, Wisbech, Cambs, PE13 1PJ	01945 584741

Introduction and Executive Summary

Fixed wire installation testing shall involve the testing of electrical services and systems that conduct electricity around the building. It shall cover all of the hard wiring in a building and will include items such as main panels, distribution boards, lighting, socket outlets, air conditioning and other fixed plant.

Suppliers will appreciate that each site will have facilities, equipment and installations that are particular to each specific site and as such, suppliers are to reflect those particulars in the returned tender itemised for each site but also presented as an overall package for the Trust.

This tender pack has been developed to provide suppliers with an indicative 'specification for services'. The accompanying specification is not an exhaustive list, it captures the fundamental principles of the overall Trust requirements, however, the Trust expects suppliers to visit each site and engage with the Premise Managers in order to fully capture the scope of requirements of each site.

Business Overview & Background

The Brooke Weston Trust specialises in education and has a network of both primary and secondary schools details of which can be found via the following link: <http://www.brookewestontrust.org>

Its Trustees are;

The Garfield Weston Foundation

Founded with the aim of supporting a broad range of activities in the fields of religion, education, the environment, the arts, health (including research) and other areas of general benefit to the community in the UK, the Garfield Weston Foundation makes generous donations to a wide range of organisations each year. The Foundation contributes three sponsor trustees to the Brooke Weston Trust and the current Chairman, George Weston, is the CEO of Associated British Foods.

The de Capell Brooke Family

Hugh de Capell Brooke was a founding sponsor of Brooke Weston City Technology Trust and was been a consistently strong supporter of the school over many years, taking an active interest in its progress and development both as a CTC and in more recent times as an academy. For many years, Hugh served as Chairman of the Trustees of Brooke Weston. The Brooke Weston Trust now benefits from the strong support of Hugh's son, Alex de Capell Brooke.

Corby Developments Ltd (formerly Bee Bee Developments)

Corby Developments Ltd is a property development company with an international portfolio. A founding sponsor of Corby Business Academy, CDL continue to offer support to the Brooke Weston Trust through their nominated representative, Heneage Stevenson.

The Brooke Weston Trust currently sponsors several schools in Northamptonshire: Brooke Weston Academy, Corby Business Academy, Corby Technical School, Beanfield Primary Academy, Gretton Primary Academy, Oakley Vale and Kettering Science Academy, as well as Thomas Clarkson Academy and Peckover Primary school in Wisbech, Cambridgeshire. Student population is around 7,000, staff population is around 1,000 staff.

Detailed Specifications

Scope of Requirements

Brooke Weston Trust seeks to appoint a single supplier to provide electric fixed wire testing services to support the site facilities management teams at the Trust schools and academies:

Brooke Weston Academy
Corby Business Academy
Corby Technical School
Kettering Science Academy
Beanfield Primary School
Gretton Primary School
Kettering Science Academy Primary School (Compass Primary School)
Oakley Vale Primary School
Peckover Primary School*

[*Peckover Primary School, is currently covered by outsourced FM service, please provide indicative quotation. Brooke Weston Trust reserves the right to remove this site from the contract.]

Thomas Clarkson Academy is not included in this RFQ as is currently covered in a PFI contract.

See the accompanying Indicative Fixed Wire Testing Schedule.

It is important for suppliers to note that the specification is not intended to be an exhaustive list, more a generic specification of 'Trust requirements'. Suppliers are to submit an 'informed tender return' which captures the particular scope of requirements specific to each site. Suppliers are encouraged to engage with Premise Managers during site surveys in order to reflect the requirements for each site. Each site is in a different position concerning the programme status of the Fixed Wire Testing certification. Suppliers are requested to determine the status and provide a testing regime programme. Electrical Installation Condition reports shall be made available by the Trust to the supplier who carries out the inspection and test in the future. Where appropriate, suppliers during survey visits are to request sight of such reports in order to inform their response.

General Requirements

Fixed wire installation testing shall involve the testing of electrical services and systems that conduct electricity around the building. It shall cover all of the hard wiring in a building and will include items such as main panels, distribution boards, lighting, socket outlets, air conditioning and other fixed plant.

Testing shall involve the performance and recording of a sequence of rigorous visual inspections and electrical tests on all systems in the building in accordance with the Guidance Note 3 of the IEE Wiring Regulations.

Where diagrams, charts or tables are not available, a degree of exploratory work may be necessary so that inspection and testing can be carried out safely and effectively. A survey may be necessary to identify switchgear, control-gear, and the circuits they control.

Periodic tests shall be made in such a way as to minimise disturbance of the installation and inconvenience to the overall site. Where it is necessary to disconnect part or whole of the installation in order to carry out a test, the disconnection should be made at a time agreed with the Trust (Premise Managers) and for the minimum period needed to carry out the test. Where more than one test necessitates a disconnection where possible they should be made during one disconnection period.

Suppliers are required to undertake checks with regards to the type of equipment on site so that the necessary precautions can be taken, where conditions require, disconnect or short-out electronic and other equipment which may be damaged by testing.

Periodic testing inevitably causes some disruption on the site due to the requirements for disconnecting electrical circuits at various times during the testing. For this reason careful planning and time management is a necessity, and in practice testing is often best performed outside of normal working hours. Suppliers are required to clearly identify the period across the calendar year that such testing would be planned to take place.

Testing & Sampling

Suppliers are requested to quote on the basis that 100% of electrical circuits from every distribution board in the installation will be tested. It will be determined by each site whether this is done once every 5 years or that 20% of the electrical circuits from every distribution board are tested per year over a 5 year rolling programme.

Suppliers are requested to quote for sample testing (20%), of the accessories on each circuit (for example sockets and light fittings). This sample will be increased if a significant number of faults are found.

Suppliers should note that the guidance given in Guidance Note 3 of the IEE Wiring Regulations with regard to sampling is that this applies to the accessories on each circuit, and not to the circuits themselves. As such the supplier should not quote to insulation test only a sample of the circuits on each distribution board (typically 10%), as in effect this offers a much lower level of service.

Inspections & Test Programme

Following the completion of any periodic electrical inspection and test programme the Brooke Weston Trust shall be provided with a full and detailed Electrical Installation Condition Report for the works carried out. The report shall include details of the following aspects on the inspection and test:

- Details of the Trust and installation
- Extent and limitations of the inspection
- Supply characteristics and particulars of the installation
- Schedule of items inspected and tested
- Schedules of circuit details and test results
- Summary of the inspection and test
- Observations and recommendations for actions to be taken
- Signed declaration by the contractor

Reports are to be provided using official numbered NICEIC certificates or in a similar (NICEIC approved) format using one of the bespoke software packages available. All certifications are to be recorded on the database held by each site prior to the departure of the supplier.

Immediately dangerous conditions should be rectified or reported without delay to the relevant Premises Manager or premises team member. Other recommendations and observations should be reported using a numbering system to indicate the severity of each observation. This should be in line with recognised standard practice.

Suppliers are required to return tenders using detail documented below in the Price Evaluation and Non Price Evaluation section.

Contract Period

The award of contract will be limited to 5 years with a break clause at the end of the end of the first and third years.

The contract shall be awarded with to the successful supplier by the issue of a Purchase Order against the returned quotation. That will include an accompanying number and signatures against the requisite successful supplier quote shall form the basis of the contract.

Brooke Weston Trust terms and conditions are detailed below.

This service contract if 100% of circuits are tested as a ‘one-off’ which may be the recommended solution for smaller sites is therefore for a fixed-term task. However, for sites who require 20% of circuits to be tested per annum over a 5yr cycle will require a rolling task and a contract over the term of the reporting period.

Therefore after the first year of support (initial tests/inspections & publication of Electrical Installation Condition Reports + Certification), there will be a review of the contract, the ‘Break Clause’. This review will be internal to Brooke Weston Trust and include feedback on the following areas and will be summarised and shared with the supplier;

- Support - to sites with respect to the management of the Electrical Installations condition inspections and any resulting remedial works.
- Project management – engagement with sites pre/during & post inspection visits.
- Technical performance and any updated requirements.

Warranty

The supplier must demonstrate and hold all applicable certifications and standards pertinent to the scope of this contract.

Service Level Agreement

#	KPI	Timescale
1	Develop a partnership approach between themselves and the individual site Premise Managers. This will be evaluated as part of the internal review.	
2	Share the developed full surveys of installations for each site prior to the commencement of any inspection and testing programme.	
3	Discussions held between Trust and the supplier to ensure that any disruption is kept to a minimum	
4	Inspections and testing to take place outside of normal school working hours, example during school holidays. This will allow more or less free access to the installation without disruption to the users in the building. Notwithstanding the opportunity to access properties during periods of school closure in agreement with each particular site, see note 6 below.	
5	Plans in advance the timing of testing in critical areas, and working in conjunction with IT Departments and any other interested parties. There may still be concerns regarding IT Systems, Servers, Telephony Systems and Building Management Systems which will not react well to sudden power downs, these will require local management.	
6	Pricing acknowledges that it is not acceptable to charge a premium for working out of hours because this generally will enable the supplier to inspect and test an installation more quickly and efficiently without the need to 'work around' the users of the building. Out-hours working will, in most cases, be readily available during periods of school holidays.	
7	Provision of certification, for the period of appointment, demonstrating that Brooke Weston Trust sites are compliant with education establishments regulatory requirements *	Routine checks should take place 6 monthly and the maximum period between

	* The legislation of specific relevance to electrical maintenance and fixed wire installation testing is the Health & Safety at Work Act 1974, the Management of Health & Safety at Work Regulations 1999, the Electricity at Work Regulations 1989 and the Workplace (Health, Safety and Welfare) Regulations 1992. Compliance shall be evidenced by appropriate certification, which shall be available on request for review by the Trust	inspections and testing is currently 5 years.
8	Provision of certification, to demonstrate compliance of Brooke Weston Trust sites, with reference to the regulations pertaining to the recording and retention of test and inspection results <ul style="list-style-type: none"> a. IEE inspection and testing guidance note 3 states Records of all checks, inspections and tests, including test results should be kept throughout the working life of an electrical installation. Therefore these records should be issued to Premise Managers at sites, in both hard-copy and electronic format. b. Provision of data to monitor the performance of the installation over time, in order to identify deterioration. This will form a diagnostic tool to ensure that the maintenance checks are being carried out to assess their effectiveness. 	
9	Provides a clear separation between the test/inspection operations and those providing the remedial works. Assurance must be provided by the supplier to Brooke Weston Trust that any observations and recommendations detailed in the Electrical Installation Condition Report are objective and unbiased. On request by Brooke Weston Trust this will be open to an independent review at the cost of the supplier.	
10	Any customer service support must be UK based.	

New Information

The supplier must provide Brooke Weston Trust notification of any new regulations relating to this RFQ within the contract period.

Schedule of Activity

Activity	Start Date	Completion Date
Brooke Weston Trust Issue Request for Quote	20/05/2016	20/05/2016
Preliminary Bidder Site Visits & Data Gathering	23/05/2016	15/06/2016
Bidder Submission of Quotation/Proposal	24/06/2016 by 2pm	24/06/2016 by 2pm
Brooke Weston Trust Evaluation & Pre Approval	27/06/2016	29/06/2016
Brooke Weston Trust Delegated Authority Approval	30/06/2016	15/07/2016
Brooke Weston Trust Communicate Outcome to Bidders and Award Contract	22/07/2016	22/07/2016
Brooke Weston Trust Final Contract Approval	25/07/2016	05/08/2016
Service Supplies Works Commence	29/08/2016	

Out of Scope

Electrical appliance testing is out of scope of this project.

Assumptions & Constraints

Assumptions:

- a. That the supplier will ensure that the Brooke Weston Trust is compliant with legislation of specific relevance to electrical maintenance and fixed wire installation testing; the Health & Safety at Work Act 1974, the Management of Health & Safety at Work Regulations 1999, the Electricity at Work Regulations 1989 and the Workplace (Health, Safety and Welfare) Regulations 1992.
- b. The supplier notifies and updates practice in agreement with the Trust of any regulatory changes as applicable to Educational establishments throughout the period of the appointment.
- c. That the supplier provides clear separation between the staff conducting the test/inspection operations and those staff providing emergency 'Remedial works' (C1 &/or C2) in order that assurance is provided that any observations and recommendations detailed in the Electrical Installation Condition Report are objective and unbiased.
- d. With reference to 'constraint b', the supplier will ensure that the Trust is not charged a premium for the 'out of hours' requirements.
- e. That the supplier is able upon request to evidence that the labour charges (£/Hr) and materials used in order to carryout remedial works are of typical market value and demonstrate good value for money to the Trust.

Constraints:

- a. That the routine operations of the educational establishments under this agreement are not disrupted, and that should disruption be envisaged then discussions are held between the Trust and the supplier with sufficient notice to ensure that any disruption is managed and be kept to a minimum.
- b. In delivery of (a) the supplier arranges for inspection and testing to take place outside of normal school operating/working hours, either overnight or at weekends, notwithstanding the opportunity to access the properties during periods of school closure in agreement with each particular site.

General Quotation Requirements

An authorised agent of the Bidder must sign quotations and all information requested must be submitted by the established deadline. All bidders must provide the following in their response to this RFQ:

- Complete bidder information, describing the size and scope of operations, corporate structure, names, titles and roles of people who would be working directly with Brooke Weston Trust if your company were to be awarded the contract and years of experience with your company.
- Clearly indicate if any of the roles listed in this RFQ will be subcontracted to another supplier. All valid DBS clearance certificates to be supplied by the bidder including those of any subcontractors. (If work is undertaken during school opening hours) DBS certificates must be made available to BWT prior to any works carried out within the schools.
- Outline a plan to set up and maintain a successful delivery programme.
- A copy of your organisations latest Annual Report, or Audited Balance Sheet including Profit and Loss statement. If available via website, a link to this information to made available. References to be included in bid both financial and previous or ongoing customer references.
- Please provide details of your top three customer accounts and additionally details of any other key Trust or educational customers. If the latter please can you, confirm if we could speak to the pertinent representative in the form of references.
- Other pertinent information the bidder feels would assist in the evaluation of the bidder's capability.

Tax and Invoice Requirements

Brooke Weston Trust holds “Charitable Non-Business Activity” status & as such is VAT exempt. Payment terms to the company are net 30 days from the date of invoice.

For this service, the Trust wishes to operate an interim payment schedule, based on a cash-flow forecast, which must be included within the returned quotation

Selection Criteria and Contract Award

Bid Evaluation

The contract will be awarded to the supplier who has submitted a bid that most closely meets the scope of the project and is value for money. The returned bids will be evaluated using a weighted score card split as follows:

Price	40%
Non Price	60%

Price Evaluation

The Price Evaluation will be based on:

- Suppliers are required to provide a ‘lump-sum’ service price for the preparation and publication of an Electrical Installations Condition Report and provision of required Certifications. Detailing this as either a one-off 100% test or 20% test per year over 5yrs period, depending upon the volume of circuits needing testing, current certifications held and history of previous testing.
- Suppliers are requested to provide labour charges per hour for any remedial works that may be required following inspection on unsatisfactory circuits identified as Code 1 (C1) or Code 2 (C2)
- Suppliers are required to complete the following table to clarify pricing structure and required work. Any additional items please include in an additional table within the return.

*Peckover Primary School, is currently covered by outsourced FM service, please provide indicative quotation. Brooke Weston Trust reserves the right to remove this site from the contract.

Status by School	Brooke Weston Academy	Corby Business Academy	Corby Technical School	Kettering Science Academy	Beanfield Primary School	Gretton Primary School	Kettering Science Academy Primary	Oakley Vale Primary School	Peckover Primary School *
Number of Electrical Circuits									
% Circuits Currently in Test									
Pricing by School	Brooke Weston Academy	Corby Business Academy	Corby Technical School	Kettering Science Academy	Beanfield Primary School	Gretton Primary School	Kettering Science Academy Primary	Oakley Vale Primary School	Peckover Primary School *
Total Cost for Preparation and issue of Electrical Installation Condition Report and provision of Certifications for 100% Test per year 5 years.									

Total Cost for Preparation and issue of Electrical Installation Condition Report and provision of Certifications for 20% Test per year for 5 years.									
Unit cost per circuit test 100% of circuit									
Unit cost per circuit test 20% of circuit									
Unit cost per accessory test 20% of circuit									
Remedial work labour cost per hour for circuits identified C1 and C2									

Non Price Evaluation

Suppliers are required to demonstrate the following for the purposes of Non-Price Evaluation.

- **Understanding the Engagement**
The supplier’s ability to deliver a solution that meets the scope of the requirements.
- **Personnel**
Details of the supplier’s qualifications, suitability, and capacity to deliver the proposed solution. Employees should hold a valid DBS check.
- **Recent Experience**
Experience of working in the Education estates sector evidenced by case studies/references
- **Method Statement**
Description of delivery programme for each site and the publication of the Electrical Installation Condition Report and accompanying certifications.

Contract Award

- The contract shall be awarded to successful supplier by the issue of a Purchase Order Number against the returned quotation.
- The successful supplier quotation shall form the basis of the contract.
- Terms and Conditions Brooke Weston Trust will use are detailed in this RFQ
- The contract term is stated in Detailed Specifications Contract Period in this RFQ.
- Implementation schedule is documented in Schedule of Activity in this RFQ.

Disclaimers

- Late responses will be deleted prior to opening.
- Quotations must address all terms of this RFQ.
- Terms and conditions may be incorporated into the final contract.
- In the event that there is a discrepancy between the contract and the RFQ, the RFQ will prevail.
- Brooke Weston Trust (BWT) reserves the right to accept or reject any or all quotations.

- It is the Trusts' intention to award this contract to the supplier who provides the best overall value to the Trust.
- That value will be determined by an evaluation of the price and non-price elements of the returned supplier information.
- Brooke Weston Trust is not obligated to award this contract to lowest bidder.
- Brooke Weston Trust reserves the right to award a contract without further discussions. Therefore, the original submissions must be as complete as possible in all respects.
- Whether a quotation is responsive to this RFQ shall be determined exclusively by and under the sole discretion of Brooke Weston Trust.
- Brooke Weston Trust reserves the right to waive any informality in or reject any or all quotations and accept quotations deemed most favourable to the interest of Brooke Weston Trust after all quotations have been examined and reviewed.
- Any interpretations, correction, or changes in RFQ made in any manner, other than that described here, will not be binding on Brooke Weston Trust and should not be relied on in the RFQ process.
- Brooke Weston Trust may choose to terminate this RFQ at any time for any reason.
- Brooke Weston Trust makes no guarantees as to the actual service purchased, nor will Brooke Weston Trust accept any penalties from the supplier regarding the service purchased

Terms and Conditions

Communities and Local Government - Short Form Conditions of Contract These conditions shall not apply where the supply of goods or services is subject to the terms of a framework contract between the Contractor and BROOKE WESTON TRUST. BROOKE WESTON TRUST - Short Form Conditions of Contract - Version 1.0 January 2011

1. Definitions - In these conditions:

"Contract" means the agreement between BROOKE WESTON TRUST and the Contractor comprising BROOKE WESTON TRUST's request for quotation (&/or request for quotation), any specification, the Contractor's quotation (&/or quotation), these Short Form Conditions of Contract, the Purchase Order, and any documents referred to therein.

"Contractor" means the individual, firm or company with whom BROOKE WESTON TRUST enters into the Contract (including where the context requires any of the Contractor's sub-contractors) as identified in the Purchase Order.

"BWT" means the Brooke Weston Trust.

"Goods" means anything (other than Services) supplied or to be supplied to BROOKE WESTON TRUST under the Contract.

"Purchase Order" means the purchase order issued by BROOKE WESTON TRUST to the Contractor for the supply of Goods and/or the provision of Services.

(v) "Services" means all the services that the Contractor is required to carry out under the Contract.

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

(i) The Contractor shall supply the Goods specified in the Contract. Goods may be returned at the Contractor's expense if they do not correspond with the Contract.

(ii) All Goods shall be delivered, carriage paid, at the place specified and only between 9.00 am and 4.00 pm Mondays to Fridays, unless otherwise agreed by BROOKE WESTON TRUST. A delivery note must accompany the Goods and must specify the quotation reference and the type of Goods being delivered and must also include BROOKE WESTON TRUST's reference number and the Purchase Order number.

(iii) The cost of packaging will be deemed to be included in the cost of the Goods. If the Contractor requires packaging to be returned, it will be returned at the Contractor's expense.

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

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

4. Environmental Requirements

(i) In providing the Goods or Services the Contractor shall comply with BROOKE WESTON TRUST's environmental policy, which is to conserve energy, water and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

(ii) All written outputs produced in connection with the Contract shall (unless otherwise specified) be produced on recycled paper containing at least 80% post-consumer waste and used on both sides where appropriate.

(iii) Maximum use must be made of recycled materials in the manufacture of crates, pallets, boxes, cartons, cushioning and other forms of packaging. Packaging must be capable of recovery for reuse or recycling.

5. Health, safety and security

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

6. Invoices and Payment

(i) The Contractor shall submit an invoice within 30 days of meeting any milestone set out in the request for quotation/& or RFQ to the satisfaction of BROOKE WESTON TRUST or otherwise within 30 days of supplying the Goods or Services to the satisfaction of BROOKE WESTON TRUST. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, BROOKE WESTON TRUST shall pay the Contractor within 30 days of receipt of an invoice.

7. Corrupt Gifts and Payments of Commission

(i) In accordance with the Bribery Act 2010, the Contractor shall not receive or agree to receive from any person, or offer or agree to give to, or procure on behalf of any person in the employment of Brooke Weston Trust, any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person in connection with the Contract.

8. Official Secrets Acts

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

9. Disclosure of Information

(i) To enable compliance with the Freedom of Information Act 2000 and the Environmental Information Regulations, BROOKE WESTON TRUST reserves the right to disclose information about this Contract pursuant to a valid request for information.

(ii) The Contractor hereby gives consent for BROOKE WESTON TRUST to publish the Contract in its entirety to the general public.

(iii) The Contractor shall not disclose any information relating to the Contract or BROOKE WESTON TRUST's activities without the prior written consent of BROOKE WESTON TRUST, which shall not be unreasonably withheld. Such consent shall not be required where the information is already in the public domain, is in the possession of the Contractor without restriction as to its disclosure, or is received from a third party who lawfully acquired it and is under no obligation restricting its disclosure.

10. Discrimination

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

11. Sub-contracting and assignment

(i) The Contractor shall not sub-contract or transfer, assign, novate, charge, or otherwise dispose of the Contract or any part of it without the prior written consent of BROOKE WESTON TRUST. Where the Contractor enters into a contract with a supplier or sub-contractor for the purpose of performing the Contract or any part of it, it shall cause a term to be included in such contract which requires payment to be made by the Contractor to the supplier or sub-contractor within a period not exceeding 30 days from receipt of a valid invoice as defined by the contract requirements.

12. Intellectual Property Rights

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

13. Termination

(i) If the Contractor fails to fulfil its obligations under the Contract, BROOKE WESTON TRUST may terminate the Contract forthwith by written notice and, in accordance with condition 16, may recover from the Contractor any reasonable costs necessarily and properly incurred by BROOKE WESTON TRUST as a consequence of termination.

14. Break

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

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

15. Loss or Damage

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

16. Recovery of Sums from Contractor

(i) Whenever under the Contract any sum or sums of money shall be recoverable from or payable by the Contractor to BROOKE WESTON TRUST, that amount may be deducted from any sum then due, or which at any later time may become due, to the Contractor under the Contract or under any other contract with BROOKE WESTON TRUST.

17. Insurance

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

18. Notices

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

19. Law and Jurisdiction

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

20. Dispute Resolution

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

21. Variations to the Contract

(i) No variation to the Contract will be effective until it has been recorded in writing and signed by BROOKE WESTON TRUST and the Contractor.