

Water Testing Services

Request for Quotation

BWT/RFQ/1605/0004

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**
Proc0004@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: **proc0004@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: **proc0004@brookeweston.org**

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

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

Introduction and Executive Summary

Brooke Weston Trust seeks to appoint a single supplier to provide water hygiene and monitoring services (water testing) to support the facilities management teams across the Trusts schools and academies, to ensure compliancy with ACoP L8 legislation.

The Trust requires the supplier to forge a partnered response with each site to ensure water hygiene compliance is achieved with both balance and integrity.

The descriptions of scope detailed within this paper are not intended to be an “all-encompassing exhaustive list” of requirements; moreover they are to be used as a guide to inform suppliers as to the generic requirements of water hygiene and monitoring. The supplier is required to carry out assessments to determine individual requirements by site and actions required to ensure each school/academy remains operational, safe and compliant.

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

Water Hygiene & Monitoring

Brooke Weston Trust seeks to appoint a single supplier to provide water hygiene and monitoring 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.

The supplier is required to carry out assessments to determine individual requirements by site, provide detailed actions required to ensure each school/academy remains operational, safe and compliant with ACoP L8 legislation and support the sites with scheduled testing and inspections.

All certifications, risk assessments and reports are to be provided to the site in both electronic and hard-copy. It will not be acceptable for a site to be without evidence of compliance for an unreasonable length of time. Suppliers are requested to ensure that within their response a proposed programme is included clearly showing the timescales, example; between sampling, test, results and issue of certification.

Legionella Risk Assessment

The Trust requires the supplier to conduct inspections of the water containing assets and legionella risk assessments for each site across the Trust.

Suppliers are required to provide assurance that the recommendations following assessments made by the supplier are well balanced and designed to offer the Trust the most cost effective solutions towards compliance and safety.

Suppliers are requested to undertake a detailed system inspection to collect all the relevant information to formulate the legionella risk assessment report, for each site across the Trust.

The Trust requires the supplier to develop with sites a 'partnered' support package for the safe operation of sites with respect to the management of water hygiene.

The supplier is required to provide a legionella risk assessment for each site that includes all relevant information about the management structure, personnel involved in the control of water systems being assessed, lines of reporting, information about start up and shut down procedures and emergency procedures.

Legionella risk assessments (standard inclusions):

- An Executive Summary
- The Management and Responsibility structure
- Site Introductions and Systems Information
- Site Documentation and Reviews
- A Detailed Site Specific Risk Assessment
- A Recommended Written Control Scheme
- A List of Recommendations & Remedial
- Actions list
- An Asset Register – including all water systems assessed
- Schematic Drawings and photographic evidence (all testing points)

Due to the range of property ages and levels of refurbishment across its estate, the Trust seeks to appoint a supplier that will provide a 'balanced approach of knowledge, understanding, experience and competence' to the provision of legionella risk assessments and ensure compliance with relevant regulations. There will be operating water systems which due to their age do not meet current standards. However, this may not automatically result in a high legionella risk system or result in giving a system a higher risk rating.

Older systems, which do not meet current standards, can operate in a way that is inherently hostile to legionella. These older systems may operate and reduce or control the risk of legionella better than a new water system.

The supplier is required to conduct the legionella risk assessments to identify those systems that have a perceived risk of infection regardless of whether the risk is perceived as low or high risk.

From that initial identification the supplier is then requested to define the level of risk and where possible provide information or a scheme of controlling the risk so the actual risk is reduced to an acceptable low or medium level in order for continued use or operation of the system. If it is not possible to manage and reduce the potential risk of a particular system then that system should be clearly identified to the Trust and not be used until remedial action is taken.

The Trust requires the supplier to support sites where a system poses a high or very high risk:

- Meaning that such a system is considered highly likely to or will immanently cause infection
- It is conducive to legionella growth which cannot be controlled or is not being controlled adequately
- Needs additional control measures to bring the risk down to a suitable level.
- There is a risk of aerosol formation and exposure by susceptible people is likely to occur.

On identification of a high risk or very high risk system, the supplier is to immediately notify the relevant Premise Manager and Trust, that the system should be shut down, removed, replaced, renovated or altered to reduce the risk to a level that makes it suitably safe to operate. As part of the 'balanced response' the supplier will be required to recommend measures to effectively control, manage and reduce the potential and actual risk of a system, example of these measures:

- Water treatment dosing systems
- Secondary biocide treatments
- Daily and weekly checks

The supplier should recommend measures for implementation so designed to allow the system to operate safely. Notwithstanding that a high risk or very high risk system should be permitted to run on an on-going daily basis.

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Water Testing Services

The Trust requires that when the supplier is conducting legionella risk assessments, that the risk assessor should be assessing the actual risks present and the risk rating should be based on the actual risk presented.

The Trust requires the supplier to provide Legionella risk assessments that offer supporting information on the potential risks a system may pose and how to manage both the potential and actual risks identified.

The Trust requires the supplier to evaluate the existing management tasks, procedures.

The Trust requires the supplier to assess the condition of the water system to determine the risk rating. The risk rating of a particular tank for example, should be specific to the particular system being assessed. Therefore, some systems will pose a high or very high risk where significant improvements are required and some will pose a medium risk. On occasions, those systems that are maintained and monitored robustly will pose a low or very low risk depending on the level of controls in place.

Indicative Scope of Service- Site Activities

The Trust requires the supplier to develop joint system of operations as a 'partnered response' with the Premise Manager for the management of the water system, where a single shared platform is used to record and monitor work tasks and record data.

Frequency of Task	Task Description	Task Owner
Weekly Tasks	Weekly flushing of any outlets and showers that are infrequently used (less than once per week).	BWT FM Team
	Water temperatures are to be recorded at the nearest and furthest outlets from the storage tanks and calorifer water heaters.	BWT FM Team
	Precautions are to be taken to minimise aerosol release when implementing a flushing programme.	BWT FM Team
Monthly Tasks	Water temperatures are to be recorded at the nearest and furthest outlets from the storage tanks and calorifer water heaters.	Supplier / BWT FM Team depending on capacity
	Water temperatures in the flow and return pipes to the calorifer are to be monitored and recorded.	Supplier / BWT FM Team depending on capacity
	Hot water temperatures are to be recorded from outlets after 1 minute of operation.	BWT FM Team
	Cold water temperatures are to be tested after 2 minutes of operation.	BWT FM team
	A programme is to be scheduled to ensure that all the taps within the building are checked at least once, annually.	Supplier to schedule with BWT FM Teams
Quarterly	All showerheads and hoses are to be dismantled, cleaned and descaled on a quarterly basis. This action is to be recorded.	BWT FM Team
Six monthly	The cold water storage tanks are to be inspected.	Supplier
	Temperatures are to be recorded to cover storage, supply and distribution temperatures and general conditions.	Supplier
Annually	Conditions of the tanks are to be reviewed annually.	Supplier
	Where the presence of organic material, vermin and water quality deterioration is identified etc. Remedial actions are to be conducted.	Supplier
	Conditions inside the calorifer are to be recorded and addressed where required and a sample is to be taken from the drain outlet(s).	Supplier

Water Testing and Competence

The Trust requires the supplier to provide water testing, sampling & inspection services for a variety of different systems including but not limited to:

- Drinking water testing services,
- Closed systems water testing
- Hydrotherapy pool water testing
- Vending machines water testing
- Water fountain water testing

The Trust requires the supplier of water testing services to:

- Utilise independent UKAS accredited laboratories
- Provide suitably qualified and competent specialist consultants, engineers or technicians to conduct testing and sampling, in accordance with British Standards and UKAS requirements.
- Ensure the process of sampling and water testing is undertaken in accordance with British Standards and UKAS requirements.

All water testing is to be conducted in a way that ensures compliance with European and UK Legislation and British Standards and guidance. The key documentation utilised to define water quality after testing includes:

- The Water Supply (Water Quality) Regulations
- The Private Water Supply Regulations
- Microbiology of Drinking Water – Water Quality and Public Health

Trust/Supplier Support

The Trust requires the supplier to ensure that the sampling technician who visits sites conducts a brief inspection of the systems and makes note of any potential issues identified, all notes should be shared with the Premise Manager before leaving site.

The Trust will require that information on the requirement for sampling to be discussed with the Premise Manager in order that background knowledge is relayed and aid the correct interpretation of results obtained.

The Trust will require that on receipt of the results the supplier will issue to the Premise Manager of each site with a formally written report detailing

- The results
- Interpretation of results
- Findings and observations of the water testing process
- Recommendations for improvement
- Remedial actions, if required, based on the results obtained.

Contract Period

The award of contract will be limited to 3 years with a break clause at the end of the first year.

The contract shall be awarded 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 is for ongoing Water Hygiene: Sampling, Testing & Monitoring with the accompanying visits to sites in keeping with the regulatory requirements. After the first year of support 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;

- Support & management - to sites with respect to Water Hygiene: Sampling, Testing & Monitoring

- Project management – engagement with sites pre/during & post visits.
- Technical performance and any updated requirements.

This will be summarised and shared with the supplier.

Warranty

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

Service Level Agreement

Brooke Weston Trust requires that the successful supplier:

1. Works in partnership with the Trust and the individual sites to ensure compliance of Trust sites with the regulatory requirements* as applicable to Educational establishments (throughout the period of the appointment).

*The legal requirement for conducting a legionella risk assessment is defined under the following legislation:

- The Health and Safety at Work Act 1974
 - Management of Health and Safety at Work Regulations 1999
 - Control of Substances Hazardous to Health Regulations 1999 (COSHH)
2. Develops a partnership approach between themselves and the individual site Premises Managers. This will be evaluated as part of the internal review.
 3. Develop a full survey of water systems for each site prior to the commencement of any inspection and testing programme.
 4. That discussions are held between the client and the supplier to ensure that any disruption be kept to a minimum.
 - a. Where disruption cannot be avoided the supplier is to arrange for inspection and testing to take place outside of normal working hours, either overnight or at weekends. This will allow more or less free access to the systems 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 'b' below)
 - b. 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.
 5. Compliance of Brooke Weston Trust sites, with reference to the regulations pertaining to recording and retention of test and inspection results.
 6. Provision of data, to enable Brooke Weston Trust sites to monitor the performance of water equipment, in order to identify any deterioration. This will form diagnostic tool to ensure that maintenance checks are being carried out and to assess their effectiveness.
 7. 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

Anything that is not expected to be included in this RFQ that may be linked to this type of service

Assumptions & Constraints

Assumptions:

- a) That the supplier will develop a ‘partnered’ relationship with each site to ensure that the response to Water Hygiene is both balanced and compliant.
- b) That the supplier will ensure that the Brooke Weston Trust is compliant with legislation of specific relevance to The Health and Safety at Work Act 1974, Management of Health and Safety at Work Regulations 1999, Control of Substances Hazardous to Health Regulations 1999 (COSHH) & ACoP L8 (see note ‘c’ below)
- c) The Trust acknowledges that the Approved Code of Practice (ACoP) is not legislation, however, the Trust assumes that the supplier will ensure compliance with recognized best practice as demonstrated by reference to Approved Code of Practice (ACoP) which provides details with regard the breakdown of the management and control tasks to achieve compliance to the legislation.
- d) The combined operational activities of the supplier and the Trust shall reflect the Approved Code of Practice (ACoP) document that emphasises the legionella risk assessment legal requirements.
- e) The supplier notifies and updates practice in agreement with the client of any regulatory changes as applicable to Educational establishments throughout the period of the appointment.
- f) With reference to ‘constraint b’, the supplier will ensure that the client is not charged a premium for the ‘out of hours’ requirements.

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 client 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 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

Price Envelope: The fees for the services provided shall be set out as follows:

A fee quotation per school site (taking into consideration the specific requirements for each site) and a combined Trust-wide price, the supplier is requested to demonstrate clearly, where economies can be achieved.

The fee quotation shall be broken down to provide fees for each of the required elements of service.

- Legionella Risk Assessment
- On site Monitoring Activities as listed (but not limited to) in the indicative scope of activities
- Water Sampling & Testing

Where the “Price Envelope” will be evaluated using the following tools to provide a weighted price score:

- Supplier Fees
- Average of suppliers fees
- Price score
- Normalised price score
- Price weighting
- Weighted price score

Non Price Evaluation

Non Price Envelope: Evaluation will be based on the following elements.

Element	Element Title	Element Descriptor	Weighting
A	Understanding the engagement	Ability to deliver proposed solution & capacity for ongoing support	20%
B	Personnel	Suitability of supplier (including DBS clearance of visiting staff); qualifications	10%
C	Recent experience	Experience in market and working within education sector	15%
D	Method statement	Publication of RAMS & indicative programme of delivery	15%

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.