

Newcastle 2019 Champions Rugby Village - Invitation to Tender for Food & Beverage Concessions (Champions Rugby Village: Wesley Square)

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## Part A – Process & Requirements

Section 1 Introduction and Background information

Section 2 Specification

Section 3 Procurement Process and Timetable

Section 4 Evaluation Process

Section 5 Instructions to Tenderers

## Part B – The Tender Document

Section 6 Tender Forms

## Part C – Supporting Information

Appendix 1 Site Plans

Appendix 2 Important Notices

Appendix 3 Terms and conditions for the supply of goods and/or services

### Section 1 Introduction and Background information

NewcastleGateshead Initiative (NGI) invite submissions for the provision of Food and Beverage concessions for the European Professional Club Rugby Finals (EPCR) Champions Rugby Village and City Activation sites. Detailed requirements for this Invitation to Tender are defined in – the Specification (Section 2).

Any queries relating to this document and/or submission process should be sent to:

Marian Chapman, Senior Producer, NewcastleGateshead Initiative [marian.chapman@ngi.org.uk](mailto:marian.chapman@ngi.org.uk)

**The deadline for queries is Wednesday 23rd January 2019.**

Please note: If you wish NGI to treat a query (and NGI's answer) as confidential, you must state this when submitting your query. If, in the opinion of NGI, the query is not confidential, NGI will inform you and you will have an opportunity to withdraw it.

If the query is not withdrawn, the response will be published on the relevant Tender page on <http://www.ngi.org.uk/tenders/>

The name of the company raising the question will not be published.

Please note NGI will undertake due diligence checks on the selected provider prior to contract.

* 1. **Background:** The Newcastle 2019 Finals Weekend is on Friday 10 – Saturday 11 May 2019 and incorporates the Heineken Champions Cup and Challenge Cup Finals.

The European Rugby Challenge Cup is a truly pan-European tournament, pitching heavyweights of European Rugby against clubs from emerging rugby nations. The Heineken Champions Cup – *The One to Win –* is the biggest club rugby tournament in the world and attracts a huge global audience.

The city will offer a world-class fan experience via the rugby matches at the stadium and the events in the official Fan Village, the range of food and drink offerings and Newcastle’s famed nightlife.

Tickets for the Heineken Champions Cup are limited availability with the only remaining tickets being allocations held back for competing teams in the final (Saturday 11 May – 5pm kick-off).

Tickets are readily available for the European Rugby Challenge Cup Final (played at 7.45pm on Friday 10 May) represent excellent value for money starting at just £15 for adults and £5 for juniors and will require a push at a local level to encourage ticket sales right up to the tournament.

Newcastle 2019 Tournament major sponsors are Heineken, Tissot, Gilbert and Financial Times.

* 1. **Audience Profile**: The Newcastle 2019 Finals Weekend will be family friendly, and open to all. The weekend will attract travelling fans from across the UK, Ireland and France primarily. Estimated visitors to the Fan Village and City Activation sites, based on Bilbao Finals 2017 is around 65,000 people over the three days. The Newcastle Rugby World Cup Fanzone in 2015 attracted in excess of 34,000 people in one day in the lead up to the international matches that were taking place over the period.
  2. **The Champions Rugby Village and City Activation**: The official EPCR Champions Rugby Village will be located on the Newcastle Quayside from Thursday 9 – Saturday 11 May 2019. The Fan Village will be free to enter, and have a range of entertainment, rugby related activation, food and drink offer and a big screen (with the two matches broadcast live). The will also be a number of City Activation sites including a Fanzone at St. James’ Carpark with additional screen, bars and rugby related activity, entertainment and catering provisionally at both Baltic Square, Gateshead and Guildhall and Strawberry Place, Newcastle. We are looking for local food and beverage providers whose offer will be at Wesley Square (Champions Rugby Village) and will help to enhance to the event programme. The proposed times for the Championship Rugby Village and City Activation are 4pm – 11pm Thursday, 11am – 11pm Friday and Saturday.
  3. **Scope of requirement:** A contractor is sought to supply, run and manage food and beverage concession within the Champions Rugby Village: Wesley Square. (Site Plans - Appendix 1) Contractors wishing to tender should provide a proposal document/s, which outlines how you plan to deliver the requirements of the specification in Section 2 of this document and answer the evaluation questions detailed in the Tender Forms (Section 6). You should also submit a fee quotation for the concession fee for the term of the contract. When considering the price, the contractor is asked to note that the services defined of the Specification (Section 2) shall be provided to the Contractor by the Client (NewcastleGateshead Initiative)

### Section 2 Specification

**CONTENTS**

2.1 Extent of Concession

2.2 Number and Location of Outlets

2.3 Licences

2.4 Operational Hours

2.5 Quality and Tariffs

2.6 Product Range

2.7 Security

2.8 Set up, Arrival & De-rig

2.9 Deliveries and Vehicle Movement

2.10 Fire Extinguishers

2.11 Bar Method Statement

2.12 Recycling and Cleansing

2.13 Glasses

2.14 Accreditation

2.15 Staff Uniform

2.16 Equipment to be provided by NGI at no cost to the bar concessionaire

2.17 Support to be provided by Heineken UK at no cost to the bar concessionaire

2.18 Equipment to be provided by NGI and may be recharged to the bar concessionaire

1. **Extent of Concession (Bar)** This concession is for the:

* Rights for the supply to the Champions Rugby Village: Wesley Square all wines, ciders, flavoured alcoholic beverages, beers, lagers, spirits, stouts.
* Rights to sell, fruit juices, carbonated minerals, water and bar snacks including peanuts, crisps, pork scratchings etc.

**Extent of Concession (Hot Food/Speciality Food)** This concession is for the:

* Rights to supply hot food/speciality food

1. **Number and Location of outlets:** A food and beverage offer to audiences will be located at Wesley Square, Newcastle. (Site Plans - Appendix 1) Available plots are as follows:

* 1x Bar
* 1x Hot Food/Speciality Food
  1. **Licenses:** Newcastle City Council holds the premises license for this event, NewcastleGateshead Initiative will act as bar Designated Premises Supervisor (DPS) and the appointed concessionaire will be authorised by the DPS for regulated activity.
  2. **Operational Hours:** The provisional times for the Event are 4pm – 11pm Thursday (8 May), 11am – 11pm Friday and Saturday (9 - 11 May).
  3. **Quality and Tariffs:** The concessionaire will be required; to install and operate sufficient fully equipped outlets to provide a service to, and meet the reasonable demands of people attending the Championship Rugby Village to keep the service under constant review and to comply with the reasonable requests of NGI as to service provision; to supply for consumption at the Champions Rugby Village: Wesley Square site hot food, speciality food and hot beverages of good quality and in sufficient quantity to meet reasonable demand. The concessionaire will be required to:
* Include the provision of Heineken UK products with Heineken draught being the lead Beers brand.
* supply a list of proposed products and prices with their tender (prices to be broadly similar to local NewcastleGateshead pub prices);
* ensure that all beverages and snacks be of good quality and in sufficient quantity to meet reasonable demand,
* include the provision of high quality wines and spirits and liqueurs, traditional ciders, soft drinks and mixers;
  1. **Product Range:** (*A provisional product range is below, full details TBC)*
* Heineken draught
* Heineken 400ml PET
* Heineken 0.0 330ml can
* Bulmer’s Original 330ml PET
* Bulmer’s Red Apple 330ml PET
* Spirits – concessionaire supplied in agreement with the Event Organiser
* Wine – concessionaire supplied in agreement with the Event Organiser
* Soft drinks – concessionaire supplied in agreement with the Event Organiser
  1. **Security:** NGI shall procure the security for the event only. The concessionaire shall be responsible for ensuring the security of their trailer/structure. The concessionaire shall be responsible for its own cash handling for which the event organisers accept no responsibility.
  2. **Set-up, arrival and de-rig:** The concessionaire and its subcontractors or deliveries may not enter the venue for the purposes of “setting up” until clearance has been given by the site manager and must have removed all equipment and property and reinstated those areas of the venue used by the bar concessionaire for the purposes of their operation to the satisfaction of Newcastle City Council (excepting reasonable wear and tear) Set up and removal schedule to be in agreement with NGI.
  3. **Deliveries and vehicle movement:** Vehicles will notbe allowed to move on site immediately before, during or after the operating hours of the Championship Rugby Village and City Activation sites. Vehicles will not allowed to leave the site until all crowds have cleared the site exits. Vehicles must check with stewards before entering or leaving the site. All equipment and stock delivery times and vehicle movement timetables to be agreed in advance with the site manager and event organisers.
  4. **Fire extinguishers:** The concessionaire must provide the appropriate number of fire-fighting equipment (minimum one dry powder extinguisher and one fire blanket per fire point, all of which must be in good working order and have had regular servicing as appropriate). The Event Organisers NGI, or its appointed representative, will count and inspect all equipment on arrival. The Concessionaire will not be allowed to start trading until satisfactory equipment is present. Tyne & Wear Fire Service's Fire Officer who has the power to immediately ban the Concessionaire from trading may also be checking equipment.
  5. **Bar Method Statement:** NGI requires the concessionaire to provide a full and detailed method statement to show the means by which products will be stored, chilled, delivered to the bar area and served. This should include, but not be limited to: issues such as the size, nature and noise control of refrigerated units; payment methods by customers; how the bars will look; how bars will be re-stocked.
  6. **Recycling and cleansing:** The concessionaire should undertake recycling, use bio-degradable packaging where appropriate, and all such other reasonable methods to reduce the impact of its trading activities on the environment. The concessionaire shall be responsible for leaving its area clean and tidy on departure.
  7. **Glasses:** At the insistence of Trading Standards and in accordance with the Weights and Measures Act 1985, the concessionaire will be required; to supply metered dispense or free-flow into CE marked soft plastic glasses. Products only available in glass bottles, will need to be transferred to plastic glasses. Wine sold in plastic glasses with foil lids is permitted.
  8. **Accreditation**: All persons entering the site between Thursday and Sunday will require a pass. You must state the number of passes you require to trade.
  9. **Staff uniform:** The concessionaire will be required to equip all staff employed at the event with a clearly identifiable staff t-shirt, the design of which differs from that used on t-shirts worn by the event staff and volunteers or made available for sale to the public.
  10. **Equipment to be provided by NGI at no cost to the bar concessionaire:** NGI will provide at no cost to the bar concessionaire:
* Event radios
* Heras style fence surrounding the main bar compound at the Championship Rugby Village The positions of which is shown on the enclosed site plan (Appendix 1) or such other position as NGI shall decide.
  1. **Support to be provided by Heineken UK at no cost to the bar concessionaire:**
* Bar POS
* Branding
* Technical draught beer installation
  1. **Equipment to be provided by NGI and may be recharged to the bar concessionaire:** The following equipment and services will be provided by NGI to the Concessionaire; the equipment/services under this paragraph will be recharged to the concessionaire. Estimated recharge prices for the event are included hereunder for guidance; these prices are not fixed and may not represent prices that would be recharged in 2019. Any such recharges will be ‘at cost’ to NGI but at the time of this tender those costs are not known hence it is not possible to include fixed prices for the recharges in this tender.
* supply, maintenance and cleaning of cubicle toilet units, located within the bar compounds.
* provision of security personnel during the day and night and such additional security personnel as may be required at bar closing and cash collection times (note the bar concessionaire shall be responsible for its own cash handling for which the Event Organiser accepts no responsibility)
* power (tbc)

In the event that the bar concessionaire requires NGI to provide additional services to those identified above, the bar concessionaire shall notify NGI in writing of its requirements giving as much notice as is practicable (whilst NGI shall use reasonable endeavours to provide any such additional services it shall have no obligation to do so). The bar concessionaire shall be responsible for the cost of repair or replacement of any damaged or lost equipment which is supplied, to be recharged at cost.

* 1. **Pouring rites, sponsorship, marketing and publicity:** This concession does not include any sponsorship rights for the event and the bar concessionaire shall not advertise or publicise its association with the event in any way other than in a format which has been previously agreed with the event in writing (such agreement not to be unreasonably withheld). Negotiations with potential sponsors for the event are ongoing and the successful bar concessionaire may be expected to support the rights of any sponsors or pouring rights holders secured for this event.

### Section 3 Procurement Process and Timetable

Please see set out below the timetable associated with this invitation:

| **Stage** | **Date and time** |
| --- | --- |
| Issue invitation document | Tuesday 15th January 2019 |
| Deadline for any queries | Wednesday 23rd January 2019 |
| **Submission deadline** | **Monday 28th January 2019 at 12pm** |
| Contract awarded | Monday 01st February 2019 |

A site map of each of the proposed locations can be found in Appendix 1. A site visit is recommended in advance of submitting your submission. A site visit can be done with, or without accompaniment. If you would like to be accompanied by a member of the Event Team please contact Josh Allison, Administration and Events Assistant, NewcastleGateshead Initiative [josh.allison@ngi.org.uk](mailto:josh.allison@ngi.org.uk) to arrange an appointment. Please note queries asked during a site visit will be treated in the same way as queries emailed in.

* 1. **Submitting responses:** The completed submission should be sent to Marian Chapman, Senior Producer, NewcastleGateshead Initiative [marian.chapman@ngi.org.uk](mailto:marian.chapman@ngi.org.uk) Responses should be issued by as per the submission deadline in the Timetable (Section 3). Responses should include the following information:

|  |  |
| --- | --- |
| **Schedule** | **Information required** |
| 1 | Organisation Details |
| 2 | Mandatory Requirements (Pass/Fail) |
| 3 | Quality: Skills and Experience (10%) |
| 4 | Quality: Delivery (30%) |
| 5 | Pricing Information (60%) |
| 6 | Signature |

### Section 4 Evaluation Process

The evaluation of offers will be carried out by NewcastleGateshead Initiative (NGI), Newcastle City Council and Newcastle Falcons. NGI will approve the final award.

### Section 5 Instructions to Tenderers

* 1. **Preparing your submission - Some basic rules:** Your submission must be written in English. You must follow the format as set out in the Schedules for this submission. The submission (including price) should remain valid for a minimum period of 90 days. Evaluators will not cross-reference responses between different questions. If you wish to cross refer to information given in response to a different question, please include a full cross reference stating where the information can be found in your submission response. Any attachment submitted as part of your submission must also be fully cross referenced in your answer to the relevant question, otherwise the information that the attachment contains will not be considered as part of your submission. Please do NOT embed documents into any other documents - this may result in the documents not being able to be opened and as such your submission may be considered as non-compliant. You are solely responsible for ensuring your submission is received by NGI in accordance with the invitation to instructions. NGI is under no obligation to accept late submissions. Please allow sufficient time to upload your submission. NGI recommend that your file size should be no bigger than 10mb. For guidance, NGI recommend commencing the upload of your submission 24 hours prior to the deadline to ensure any technical problems can be addressed prior to the deadline.
  2. **Please note:** if you do not provide all the items in the checklist this may cause your Tender to be non-compliant and not considered further.

|  |  |  |
| --- | --- | --- |
| **Schedule** | **Item** | **Included in Tender?** |
|  | Completed Organisation Details |  |
|  | Completed Mandatory Requirements with additional information where relevant. |  |
|  | Quality: Skills and Experience (10%) |  |
|  | Quality: Delivery (30%) |  |
|  | Completed Pricing Information (60%) |  |
|  | Signed and dated Signature form. |  |

### Section 6 Tender Forms

Please complete this section fully and note that NGI will only accept tenders from organisations that are able to satisfy the mandatory fields (Section 6.14 - 6.20)

**CONCESSIONAIRE DETAILS**

Please complete this section fully and note that NGI will only accept tenders from concessionaires that hold Level 4 or Level 5 of the Food Hygiene Rating Scheme.

|  |  |  |
| --- | --- | --- |
| * 1. Name of your organisation/Trading name: |  | |
| * 1. Registered office (if applicable): |  | |
| * 1. Trading address   (if different from registered office): |  | |
| * 1. Organisation Registration Number   (if applicable): |  | |
| * 1. Is your organisation a: | Sole Trader |  |
| Partnership |  |
| Public Limited Company |  |
| Private Ltd Company |  |
| Voluntary & Community Sector |  |
| Charity |  |
| SME (Small and Medium Enterprise) |  |
| Other  Please specify: |  |
| * 1. If your Company is a member of a group of companies, please give the name and address of the ultimate holding company |  | |
| * 1. Name of person to whom any queries relating to this tender should be addressed |  | |
| * 1. Telephone |  | |
| * 1. Email |  | |
| * 1. Address   (if different to the Address above) |  | |
| * 1. Are you registered with Newcastle City Council? | Yes / No | |
| * 1. Are you registered with Gateshead Council? | Yes / No | |
| * 1. If you have answered ‘No’ to both questions above please confirm which Local Authority you are registered with. |  | |

**MANDATORY REQUIREMENTS**

|  |  |
| --- | --- |
| * 1. Please confirm that your company can deliver all requirements within the timescales as detailed in the Specification (Section 2) | Yes / No |
| * 1. Is your company compliant to the Health and Safety at work Act 1974? | Yes / No |
| * 1. In the last three years, has your organisation been the subject of an investigation by the Health and Safety Executive or similar competent authority? | Yes / No |
| * 1. In the last three years, has your organisation been convicted of any Health and Safety related offence by any Court or Tribunal? | Yes / No |
| * 1. Please confirm if you currently hold the following insurance: * **£10m Public Liability Insurance** * **Employers Liability Insurance** | Yes / No |
| * 1. Please confirm that you hold a Level 4 or Level 5 of the FHRS | Yes / No |
| * 1. Are you in possession of all relevant licenses and memberships where required by law. | Yes / No |

**QUALITY: Skills and Experience** (10%)

|  |
| --- |
| * 1. Please provide 2 examples of successfully providing concessions at events of a similar scale and nature. |
|  |

**QUALITY: Delivery and Method Statement** (30%)

Please provide a response to the method statements below, to explain how you propose to deliver the services required in the Specification (Section 2)

|  |
| --- |
| * 1. Please describe the type of concession, e.g. Hot Food, Speciality Food, Desserts, Coffee/Tea, Ice-cream, Bar. |
|  |
| * 1. Please list all products ranges/types and brands that you would have available for sale. |
|  |
| * 1. Please list the prices of your products, including measures where appropriate: |
|  |
| * 1. Please detail the numbers of staff you will deploy, showing how you would handle shifts, peaks in demand etc. |
|  |
| * 1. Please state how many site passes will be required for your staff |
|  |
| * 1. Please describe the methods of payment available to customers. |
|  |
| * 1. Please provide a timeline/schedule for the event including your proposed set up, delivery of equipment and stock, staff shifts and de-rig post event. |
|  |
| * 1. Please state the size and type of unit e.g. 10ft x 6ft – trailer, 3m x 3m market stall |
|  |
| * 1. Please indicate the number of units you intend provide. |
|  |

**CHECKLIST**

Please ensure that you submit the following along with the completed tender:

1. A copy of you Public Liability Insurance certificate
2. A copy of your Employers Liability Insurance certificate
3. A copy of your Food Hygiene Certificate
4. A photo of your unit(s)

|  |
| --- |
| If you intend to tender for the other opportunities available related to this Event please indicate below both the provision and location: |
| * Concession (Food and Beverage) Strawberry Place * Concession (Food and Beverage & Programme) St James’ Fanzone * Concession (Food and Beverage) Guildhall * Concession (Food and Beverage) Baltic Square * Event Production * Media Partner |

**PRICING SCHEDULE**

|  |
| --- |
| I/We offer to perform the services specified in the Tender for the sum of: |
| £.  Please also enter the amount in words: |

I/We certify that this is a bona fide Tender, intended to be competitive, and that we have not fixed or adjusted the amount of the Tender in accordance with any other person, body or association.

Signed:

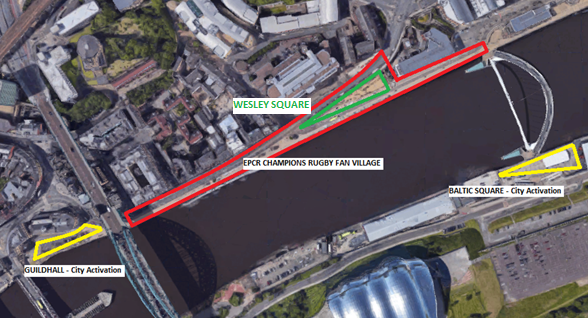
Print Name:

Position:

Date:

## Part C – Supporting Information

Appendix 1 Site Plans



Appendix 2 **Important Notices**

NGI have issued this Invitation to Tender (ITT) to allow bidding companies to prepare a Tender for this Contract and for no other purpose.

All documentation and information issued by NGI to Tenderers as part of this Tender process, is issued on a confidential basis. Such documentation and information remains NGI property and Tenderers must treat them as confidential. If Tenderers are unable or unwilling to keep to this rule they:

must destroy this ITT and all associated documents at once; and

must not keep any electronic or paper copies.

Tenderers must not take part in any publicity activities with any part of the media about the Contract or this ITT process without getting NGI written agreement first. This includes NGI agreement on the format and content of any publicity.

This ITT is made available in good faith. NGI give no warranty as to the accuracy or completeness of the information contained in it. NGI also disclaim any liability for any inaccuracy or incompleteness. NGI reserve the right to cancel the tender process at any point. NGI are not liable for any costs resulting from any cancellation of this Tender process or for any other costs that Tenderers may incur by tendering for this Contract.

NGI reserve the right to issue extra documentation at any time during the tender process to clarify any issue or amend any aspect of the ITT. Any extra documentation that NGI may issue will form part of the ITT. Also, it will add to and/or supersede any part of the ITT to the extent indicated.

Tenderers must obtain, at their own expense, all the information that they need for the preparation of their Tender.

The Tender is to be received in line with the relevant instructions and by the time and date shown.

Appendix 3 **Terms and Conditions for the supply of Goods and/or Services**

1. DEFINITIONS AND INTERPRETATION
   1. In these Terms:

|  |  |
| --- | --- |
| “Buyer” | means Newcastle Gateshead Initiative Limited (company number **02281242) whose** registered office address is at 9th Floor, Baltic Place East South Shore Road, Gateshead, Tyne And Wear, NE8 3AE; |
| "Contract" | means each contract for the sale and purchase of the Goods and the supply and acquisition of the Services on these Terms; |
| “Goods” | means the goods described in the Order; |
| “Order” | means the Buyer’s purchase order to which these Terms are annexed or which expressly incorporates these Terms; |
| “Price” | means the price of the Goods and/or the Services; |
| “Seller” | means the person, firm or company so described in the Order; |
| "Services" | means the services described in the Order; |
| “Specification” | any specification for the Goods and/or Services including any plans, strategies, drawings, data, description or other information; and |
| "Terms" | means these standard terms and conditions of purchase and includes any special terms agreed in writing between the Buyer and the Seller; |

* 1. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
  2. A reference to a party includes its successors and permitted assigns.
  3. Any reference to a statutory provision includes a reference to any modification or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it.
  4. Any words following the terms **including**, **include**, **in particular**, **for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
  5. A reference to **writing** or **written** does not include email.

1. Basis of purchase
   1. Each Order constitutes an offer by the Buyer to purchase the Goods and/or acquisition of the Services subject to these Terms, which the Seller shall be obliged to accept.
   2. These Terms apply to each Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller. If any future contract is made with the Seller without reference to these Terms, such contract will be deemed to be subject to these Terms.
   3. The Buyer is not obliged to place any Orders under the Contract and accordingly there are no minimum purchase obligations.
   4. The Seller acknowledges that it is being appointed on a non-exclusive basis and the Buyer may at any time procure the Goods and/or Services from a third party at its sole discretion.
2. orders
   1. The quantity, quality and description of the Goods and the Services must be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in writing by the Buyer.
   2. Any Specification supplied by the Buyer to the Seller or specifically produced by the Seller for the Buyer in connection with a Contract, together with the copyright, design rights or any intellectual property rights (registered or unregistered) in a Specification, will be the exclusive property of the Buyer and delivered to the Buyer with the Goods or supply of the Services.
3. changes
   1. The Buyer may in its reasonable discretion from time to time change any details specified in its Order by written instructions. If any such change affects the time of performance or delivery or the costs involved, the Buyer will make an equitable adjustment to the delivery schedule and/or the Price.
   2. The Buyer reserves the right to take any action in the event of an emergency or unforeseen situation arising in connection with the Contract and in particular may require the Seller to deliver the Goods and/or Services in advance of the time specified. The Seller must use all reasonable endeavours to comply with the Buyer’s instructions in such an event.
4. Price and payment
   1. The Price of the Goods and the Services will be as stated in the Order and, unless otherwise stated, will be:
      1. exclusive of any applicable VAT which will be payable by the Buyer subject to receipt of a VAT invoice; and
      2. inclusive of all charges for shipping including carriage, insurance and delivery of the Goods to the Buyer.
   2. If no Price is stated in the Order, the Price will be the lowest price currently quoted or charged at the time of the Order by the Seller for the Goods and the Services but may in no event be higher than the price most recently charged to the Buyer by the Seller for such Goods and Services.
   3. No increase in the Price may be made without the prior written consent of the Buyer.
   4. The Buyer will be entitled to any discount for prompt payment, bulk purchase, volume or purchase customarily granted by the Seller. The Seller must immediately notify the Buyer of any increase in any credit period and/or rates of discount which the Seller extends to its customers.
   5. The Buyer will be entitled to deduct from the Price:
      1. any costs or expenses incurred by the Buyer as a consequence of the Seller failing to correctly deliver the Goods and/or perform the Service; and
      2. any amount which is disputed by the Buyer, pending resolution of such dispute.
   6. Unless otherwise stated in the Order, the Seller may only invoice the Buyer on or after delivery of the Goods or supply of the Services with a separate invoice for each individual delivery or supply. Invoices will not be accepted unless they quote the number of the relevant Order. Invoices must be sent to the address specified by the Buyer from time to time.
   7. Unless otherwise stated in the Order, the Buyer will pay the Price of the Goods or Services within [thirty (30) days after the end of the month] of receipt by the Buyer of a properly constituted invoice or, if later, after acceptance of the Goods and/or Services by the Buyer.
   8. If any payment of the Price of the Goods and/or the Services (after any deductions made under Term 5.5) is overdue, interest at the rate of 2% above the base rate from time to time of the Bank of England will accrue on the unpaid amount of that payment from the date that that payment becomes overdue until date of payment. The provisions of this Term 7.4 provide a substantial contractual remedy for late payment of a debt under these Terms and as such are fair and reasonable.
   9. The Buyer may at any time, without limiting any of its other rights or remedies, set off any liability of the Seller to the Buyer against any liability of the Buyer to the Seller.
5. Delivery
   1. The Goods must be delivered to the address specified by the Buyer on the date or within the period stated in the Order during the Buyer’s usual business hours. If the Buyer requires the Services to be performed at a specific location or time, the Buyer shall specify the address and the date or period in which the Services must be performed within the Order. The Buyer reserves the right to amend any delivery instructions. Delivery will be deemed to be made on receipt of the Goods and/or the Services by the Buyer in accordance with all terms of the Contract.
   2. Where the date of delivery of the Goods or performance of the Services is to be specified after the placing of the Order, the Seller must give the Buyer reasonable notice of the specified date and all information reasonably required by the Buyer to enable it to accept delivery or performance.
   3. Time of delivery of the Goods and of performance of the Services is of the essence of the Contract, but if for any reason the Buyer requests delivery or performance to be delayed, the Seller must agree to such request at no extra cost to the Buyer and the provisions of this Term 6 will apply to any such revised date for delivery or performance.
   4. Delivery or performance by instalments will not be accepted by the Buyer unless previously agreed in writing. If Goods are to be delivered or the Services performed by instalments, the Contract will be treated as a single contract and not severable.
   5. The Buyer will not be obliged to return to the Seller any packaging or packing materials for the Goods whether or not any Goods are accepted by the Buyer. Packaging will be returned at the Seller’s expense upon request, but the Buyer accepts no responsibility for loss or damage to any packaging.
6. ACCEPTANCE
   1. The Seller must supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.
   2. The Buyer will be entitled to reject all or any part of the Goods delivered or Services performed which are not in accordance with the Contract, including a right to reject where the defect is minor.
   3. The Buyer will not be deemed to have accepted any Goods or Services until expiry of a reasonable time for inspection or testing following delivery or, if later, within a reasonable time after any latent defect has become apparent.
   4. The Buyer will not be deemed to have accepted the Goods or Services by virtue of requiring the Seller to repair or replace Goods or to re-perform the Services under these Terms.
7. Risk and Property
   1. Risk of damage to or loss of the Goods pass to the Buyer upon delivery to the Buyer in accordance with the Contract.
   2. Title to the Goods will pass to the Buyer upon delivery or (if earlier) once payment for the Goods has been made.
8. Warranties
   1. The Seller warrants to the Buyer that the Goods:
      1. will be of satisfactory quality within the meaning of the Sale of Goods Act 1979 and fit for any purpose held out by the Seller or made known to the Seller at the time the Order is placed;
      2. will be free from defects in design, material and workmanship;
      3. will correspond with any relevant Specification or sample;
      4. will not infringe any intellectual property rights of any person;
      5. will comply with all statutory requirements, regulations, bye-laws and EU directives and regulations relating to the manufacture and sale of the Goods, product safety, packaging, labelling, use, installation and maintenance and hazardous substances (including the appropriate British Standard or equivalent specification unless otherwise agreed); and
      6. will comply with the general requirements of safety in terms of risk presented to the health and safety of persons.
   2. The Seller warrants to the Buyer that the Services:-
      1. will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standards of quality as it is reasonable for the Buyer to expect in all the circumstances;
      2. obtain and at all times maintain all licences and consents which may be required for the provision and receipt of the Services; and
      3. will comply with all statutory requirements, regulations, bye-laws and EU directives and regulations relating to the performance of the Services.
   3. The warranties set out in this Term 11 will continue in force (notwithstanding acceptance by the Buyer of all or any part of the Goods or Services) for twelve (12months from the date of first use of the Goods or completed performance of the Services in question.
9. rights and remedies
   1. Each right or remedy of the Buyer is without prejudice to any other right or remedy of the Buyer, whether or not under the Contract.
   2. If Goods are not delivered or if Services are not performed on the due date then the Buyer will be entitled to:-
      1. deduct from the Price or (if the Buyer has paid the Price) to claim from the Seller by way of liquidated damages for delay 0.5% of the Price for every week’s delay up to a maximum of 10%;
      2. cancel the Order (or any part) without liability to the Seller and purchase substitute items elsewhere and recover from the Seller any loss or additional costs incurred.
   3. If the Buyer exercises its rights under Term 12.2, then if any other goods have been ordered or delivered and those other goods cannot, in the Buyer’s reasonable opinion, be used as satisfactorily as intended without the Goods or Services rejected or cancelled, the Buyer may also cancel or return (at the Seller’s cost and risk) all or any of those other goods. In such circumstances the Buyer will be entitled to recover from the Seller any loss the Buyer has incurred including the additional costs of acquiring replacements for those other goods from another supplier.
10. INDEMNITY
    1. The Seller shall indemnify the Buyer in full and on an after tax basis against all liabilities, losses (whether direct or indirect and including loss of profits), damages (including special and consequential damages), costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:
       1. breach of any warranty given by the Seller in relation to the Goods and/or the Services;
       2. any claim or alleged claim that the Goods and/or the Services infringe the intellectual property rights of any third party except to the extent that the claim or alleged claim arises from compliance with any Specification supplied by the Buyer;
       3. any claim or alleged claim made against the Buyer in respect of any breach or alleged breach by the Buyer of any statutory provision, regulation or other rule of law in force from time to time (including any applicable law in force from time to time that relates to the protection of personal data, including the Data Protection Act 1998) and arising from the acts or omissions of the Seller or its employees, agents or subcontractors;
       4. any liability under the Consumer Protection Act 1987 in respect of the Goods;
       5. any liability under the General Product Safety Regulations 2005 in respect of the Goods and any claims which might arise as a result of the Goods being a risk to health and safety/unsafe;
       6. any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the Goods or in performing the Services, including any injury, loss or damage to persons caused or contributed to by any of their negligence or by faulty design, workmanship or materials (except to the extent that the injury, loss or damage is caused by the negligent act or omission of the Buyer).
    2. This Term 13 will survive termination of the Contract
11. force majeure
    1. Neither the Seller nor the Buyer will be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform or any hindrance in performance of, any of its obligations in relation to the Goods or Services, if the delay, failure or hindrance was beyond that party’s reasonable control.
    2. Illness or shortage of the Seller’s staff, agents or subcontractors, failure or delay by any of the Seller’s suppliers to supply goods, services or materials and breach of the Seller’ warranties under Term 9 will not be regarded as causes beyond the Seller’s reasonable control.
12. insurance
13. The Seller must at all times maintain insurance cover with a reputable insurer against its liability under the Contract and produce the policy and latest premium receipt to the Buyer on demand.
14. Termination
    1. The Buyer may cancel any Order in respect of all or part only of the Goods or Services by giving not less than seven (7) days' notice in writing to the Seller at any time before delivery or performance without incurring any liability to the Seller other than to pay for Goods or Services already delivered at the time of such notice.
    2. Without limiting its other rights or remedies, either party may terminate the Contract with immediate effect by giving written notice to the other Party if:
       1. the other Party commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within [thirty (**30)**] days of that Party being notified in writing to do so;
       2. the other Party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
       3. the other Party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business; or
       4. the other Party's financial position deteriorates to such an extent that in the terminating Party's opinion the other Party's capability to adequately fulfil its obligations under the Contract has been placed in jeopardy.
    3. In the event that any delay, failure or hindrance continues for a period of fourteen (14) days or more, the Buyer may terminate the Contract and/or any Order upon notice in writing to the Seller.
    4. If delivery or performance is incomplete then, without prejudice to its other rights or remedies, the Buyer may accept or reject the Goods or Services delivered or performed (in whole or in part) and cancel or vary the balance of the Order.
    5. The Seller undertakes to inform the Buyer of the occurrence of an event referred to in Term 17.2 in relation to it (including without limitation the filing of a notice of intention to appoint an administrator) and if it anticipates that such an event might occur in relation to it.
    6. Upon termination of this Contract, any outstanding Orders which have yet to be fully performed shall also terminate unless otherwise required in writing by the Buyer.
    7. Any termination of the Contract or any Order shall not affect any rights or remedies a party may have or any liabilities which have accrued prior to the date of termination.
    8. The provisions of this Contract which expressly or by implication continue to have effect after termination shall continue to do so, no matter how the Contract is terminated.
15. Confidentiality
    1. Each Party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except as permitted by this Term.
    2. Each Party may disclose the other Party's confidential information:
       * 1. to its employees, officers, representatives or advisers who need to know such information for the purposes of exercising the Party's rights or carrying out its obligations under or in connection with this Contract. Each Party shall ensure that its employees, officers, representatives or advisers to whom it discloses the other Party's confidential information comply with this Term; and
         2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
    3. No Party shall use any other Party's confidential information for any purpose other than to perform its obligations under this Contract.
16. ANTI BRIBERY
    1. The Seller shall:
       1. comply with all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 (**Relevant Requirements**);
       2. not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
       3. promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Seller in connection with the performance of this Contract;
       4. within 3months of the date of this Contract, and annually thereafter, certify to the Buyer in writing signed by an officer of the Seller, compliance with this *Term* by the Seller and all persons associated with it. The Seller shall provide such supporting evidence of compliance as the Buyer may reasonably request.
    2. The Seller shall ensure that any person associated with the Seller who is performing services in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Seller in this Term (**Relevant Terms**). The Seller shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the Buyer for any breach by such persons of any of the Relevant Terms.
    3. Breach of this Term shall be deemed a material breach under Term 14.2.1.
    4. For the purpose of this Term, the meaning of adequate procedures and foreign public official and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this Term a person associated with the Seller includes but is not limited to any subcontractor of the Seller.
17. General
    1. Each Order is personal to the Seller and the Seller may not sub-contract, transfer, assign, charge, dispose of or deal with in any manner (or purport to do the same) any of its rights or obligations under the Contract and/or any Order without obtaining the Buyer's prior written consent.
    2. Any notice to be given by either party to the other under these Terms must be in writing addressed to that other party at its registered office or principal place of business or such other address as may have been notified for these purposes.
    3. Notices must be delivered personally or sent by first class post [and notices addressed to the Buyer must be marked for the attention of Marian Chapman
    4. A notice is deemed to have been received:-
       1. if delivered personally, at the time of delivery;
       2. if sent by prepaid first class post, on the second working day after posting (exclusive of the day of posting).
    5. Any waiver by the Buyer of any breach is not a waiver of any subsequent breach.
    6. Failure or delay by the Buyer in enforcing or partially enforcing any provision of the Contract is not a waiver of any of its rights under the Contract.
    7. If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question will not be affected.
    8. The Contract and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with the Contract are governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English Courts.
    9. The Contract does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.