

Appendix B

Axe Brue Internal Drainage Board Terms and Conditions of Contract

1 Interpretations

'Axe Brue IDB' means Axe Brue Internal Drainage Board (IDB)

'The Contractor' means the person or company that submitted the winning Quotation and was awarded the Contract by the Axe Brue IDB.

The 'Goods and Services' means the Goods, articles, materials, Services or things or any of them described in the Quotation and supplied or to be supplied as part of the Contract.

'The Quotation' means the Quotation submitted by the Contractor.

'The Order' means the Order placed by the Axe Brue IDB with the Contractor pursuant to the Quotation.

'The Contract' means and includes the terms embodied in these conditions, in the Quotation conditions, and in the relevant Order and in any documents referred to in any of them. For the avoidance of doubt, the terms and conditions herein shall take precedent should contention occur between any of the above.

'The Contracted Period' means the Period specified in the Quotation during which the Contractor will supply agreed goods and services.

'The Schedule' is a list of Goods, prices and delivery dates contained in the Quotation and bound by the terms and conditions of the Contract.

'Fit for Purpose' is the condition that all goods and services must meet in order to be accepted by the Axe Brue IDB as satisfying contracted obligations of quality, reliability and overall performance.

'Authorised Officer' indicates an Axe Brue IDB employee who is afforded the authority and responsibility for making decisions on the quality of Goods and Services delivered as meeting Fit for Purpose criteria.

2 Entire Agreement

This Contract and Quotation and Schedule sets out the entire agreement and understanding between the parties in respect of the subject matter of this Contract and supersedes all prior agreements discussions and understandings between parties and or their agents. No variation of this Contract or Quotation or Schedule shall be effective unless it is agreed in writing and signed by authorised officers for each party.

3 Supply of Services

The Contractor shall supply to the Axe Brue IDB the Services as stated in the Quotation and Schedule as agreed by the Axe Brue IDB.

4 Quality Control

All Services supplied shall in all respects be in accordance with the specification contained in the Quotation and Schedule and be deemed Fit for Purpose by authorised officers of the Axe Brue IDB without which acceptance shall not be deemed to have taken place.

5 Rejected Services

Where Services do not meet agreed specifications or qualify as Fit for Purpose in the opinion of an authorised officer then the Axe Brue IDB reserves the right to reject the Services and shall notify the Contractor in writing immediately of this decision.

Rejected Services shall constitute a breach of contract and shall be remedied by, and at the expense of, the Contractor upon seven days' notice being given to the Contractor that the Services are rejected by the Axe Brue IDB for the reason set out in clause 4. Any remedy offered by the Contractor must be agreed with the Axe Brue IDB in advance and must fully satisfy the conditions in clause 4.

6 Termination and Cancellation

Either Party may terminate the Contract for any reason by giving the other party two months' notice in writing to the other Party's registered address as given in the Quotation.

The Axe Brue IDB reserves the right to terminate the Contract forthwith where the Contractor causes a material breach of the terms and conditions of the Contract as in clause 5 and fails to remedy the breach in an agreed time or to a satisfactory standard as set out in clause 4, or where the Contractor becomes subject to the conditions in Clause 11.

7 Notice

Notice shall be deemed to have been given when made in writing and sent by registered mail, fax or e-mail and directed to the named contacts in the Quotation and shall be considered effective from the date of receipt, or email read receipt and not the date of despatch.

8 Prices

Prices shall remain fixed and firm as detailed in the Schedule for the duration of the Contract.

9 Payments

The Contractor will submit accounts for the amounts due to him as detailed within the agreed Schedule of delivery of Services as part of the Quotation. The Axe Brue IDB will settle invoices within 30 days of receipt unless there is a dispute as to the correctness or validity of said invoice.

10 Bankruptcy, Insolvency and Liquidation

Without prejudice to any accrued rights or remedies of the Axe Brue IDB under this Contract, the employment of the Contractor under this Contract shall be automatically and immediately terminated in the event that the Contractor:

Becomes bankrupt, or makes a composition or arrangement with its creditors, or has a proposal in respect of its company for voluntary arrangement for a composition of debts, or scheme or arrangement approved in accordance with the Insolvency Act 1986.

Has an application made under the Insolvency Act 1986, to the court for an appointment of an administrative receiver.

Has a winding-up order made, or (except for the purposes of amalgamation or reconstruction) a resolution of voluntary winding-up passed.

Has a provisional liquidator, receiver, or manager of its business or undertaking duly appointed.

Has an administrative receiver, as defined in the Insolvency Act 1986, appointed.

Has possession taken, by or on behalf of the holders of any debentures secured by a floating charge, of any property comprised in, or subject to, the floating charge.

Is in circumstances which entitle the court or a creditor to appoint, or have appointed, a receiver, manager, or administrative receiver, or which entitle the court to make a winding-up order.

11 Transferring, Assigning or Sub-Letting

The Contractor shall not assign any benefit under this contract or transfer, delegate or sub-contract any of its duties or obligations without the prior written consent of the Axe Brue IDB.

12 Liability, Indemnities and Insurance

The Contractor shall indemnify and keep indemnified the Axe Brue IDB from and against any liability, loss, claim or proceedings whatsoever arising under any statute or at common law in respect of personal injury to or the death of any person whomsoever arising out of or in the course of or caused by the execution of this Contract, and from and against any action, claims, demands, damages, loss, costs or expenses whatsoever or howsoever which may be brought against the Axe Brue IDB or which the Axe Brue IDB may be called upon to pay arising out of or in connection with the Contract unless caused by the negligence of the Axe Brue IDB or its employees.

In compliance with this and before commencing the execution of any work under this Contract the Contractor shall effect a Policy of Insurance against liability to pay compensation under the Fatal Accidents Act 1976 or the Employer's Liability (Compulsory Insurance) Act 1969 or Common Law in respect of all workmen or other persons who may be employed by him and engaged on the works provided for by this Contract and shall also effect a Policy of Insurance against all claims which may be made by a third person arising out of or occasioned by the negligent or improper performance of this Contract by the Contractor or his employees or his agents.

13 Gifts and Inducements

The Axe Brue IDB shall be entitled to terminate the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation if the Contractor shall have offered, or given, or agreed to give to any person any gift, or consideration of any kind as an inducement or reward for doing, or forbearing to do, or having done or forborne to do any action in relation to the obtaining or execution of the Contract, or any other Contract with the Axe Brue IDB, or for showing or forbearing to show favour, or disfavour, to any person in relation to the Contract, or any other Contract with the Axe Brue IDB, or if the like acts shall have been done by any person employed by the Contractor, or acting on the Contractor's behalf (whether with or without the knowledge of the Contractor), or if in relation to the Contract, or any other Contract with the Axe Brue IDB, the Contractor or any person employed by the Contractor, or acting on the Contractor's behalf, shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward to any member or officer of the Axe Brue IDB, which shall have been exacted or accepted by such officer by virtue of office or employment and is otherwise than such officer's proper remuneration.

14 Equal opportunities

The Axe Brue IDB is an equal opportunities employer and is committed to promoting equality of opportunity for all people irrespective of sex, age, race or disability. The Axe Brue IDB is obligated to ensure that its suppliers abide by the law and are working to best practice in this area. All suppliers, as part of the Quotation process, will thus be required to provide evidence that they have equal opportunities policies in place and are committed to them. Failure to abide to such conditions shall constitute a material breach of Contract.

15 Sustainability

The Axe Brue IDB is committed to using the resources entrusted to it to ensure best value for money at the least possible cost to the environment. As part of this commitment to the environment, the Axe Brue IDB's procurement policy will, wherever practicable, focus on:

- Specifying less environmentally damaging products.
- Promoting greater use of renewable sources.
- Encouraging suppliers to use environmentally friendly practices throughout the production process.

Contractors shall provide on demand evidence of your practices and procedures as they relate to the protection of the environment.

16 Health & Safety

The Contractor shall be responsible for the suitability and safety of equipment and cleaning products/consumables used by the Contractor or the Contractor's staff and agents and no equipment shall be used on the Axe Brue IDB's premises that may be deemed unsuitable, unsafe or liable to cause damage to health or finishes. The Axe Brue IDB reserves the right, without lessening the absolute responsibility of the Contractor in this regard, to inspect such products and equipment and, if deemed unsuitable by an authorised officer of the Axe Brue IDB, to prevent its use on Axe Brue IDB property. In such circumstances the Contractor shall replace the equipment at his own expense and without claim to compensation in time or money for any consequent delays to the Schedule.

17 Severability

If any part of this Contract is found by a court of competent jurisdiction or other competent authority to be invalid, unlawful or unenforceable then such part will be severed from the remainder of this Contract which will continue to be valid and enforceable to the fullest extent permitted by law.

18 Governing Law

This Agreement shall in all respects be governed by English Law.

19 Arbitration

All disputes, differences or questions between the parties to the Contract with respect to any matter or thing arising out of or relating to the Contract other than a matter or thing as to which the decision of the Axe Brue IDB is final shall be referred to the arbitration of two persons (one appointed by the Axe Brue IDB and one by the Contractor) or their umpire in accordance with the provisions of the Arbitration Act 1996. The arbitration shall be held in London, England and the decision of the arbitration shall be final and binding upon both parties.