



Royal Mail Property and Facilities Solutions TERMS & CONDITIONS OF CONTRACT (including Health, Safety and Environment Compliance)

***** ALL CONTRACTORS***** Before your employees start a job on site:-						
They must:-check the Site Log Book* <u>each day</u> to find out about the site -	Site specific safety rules	Asbestos presence	Operating instructions they may need	Look for other contractors working on site today		
They must:- fill in the site log book*	Give a short description of the job	Give the job number	Put in the names of all operatives	Sign out when finished for the day		
They must:- ask the Person in Control to explain the site rules on:	Fire Safety	Evacuation	Vehicle movements			
They must:- tell the Person in Control what works they are going to do. Remember -	The Person in Control can ask to see your safe system of work at any time	Tell the Person in Control (and any other contractors) about any changes or new risks	Staff and other contractors may be working around them			
You must ensure your operatives have permits for -	Hot works – cutting, grinding welding	Confined space entry	High voltage work	Work on or near live electrics	Short term cuts of fire safety systems	Work in restricted areas
Risks:- Your operatives should have with them -	The Royal Mail Contractor Health & Safety booklet and Photo ID	Suitable Personal Protective Equipment (PPE)	A site specific Risk Assessment and Safe System of Work	Know the hazards and work out how to control the risks they face	Follow your system of work safely	

If the work involves the any of the following you must:		
F-Gas	Gas	All accidents must be reported to Royal Mail Property & Facilities Solutions immediately. An accident investigation report which details the control measures to prevent recurrence of the accident and timescale for implementation should be issued to Royal Mail Property & Facilities Solutions within 7 days.
Complete the plant record or form ROM04/62 for works completed. Provide 2 copies of service records, RAM's and Waste Consignment note, 1 must be left in the site log book and 1 copy sent to waste.documentation@roya lmailpfs.co.uk or by post to Risk Based Maintenance Queries, c/o SHEQ Administrator, RM Property & Facilities Solutions Ltd, c/o Leeds Mail Centre, Leodis Way. Stourton, Leeds LS10 1AZ	Be registered with GasSafeRegister, and be working within your qualifications. You MUST put a properly completed copy of your work records for the work in to the site log book. You must include details of commissioning, strength, and tightness testing within your work records in the site log. You must apply the gas unsafe situations procedure if necessary.	
***** All Contractors *****		Your operative must telephone the automated on and off-siting telephone number given on the front of the PO.
		You must not sublet or subcontract the works or any part of it without written consent from Royal Mail Property & Facilities Solutions. Only suitably accredited/qualified subcontractors may be used for the trades concerned.



Property & Facilities Solutions

Royal Mail Property and Facilities Solutions TERMS & CONDITIONS OF CONTRACT (including Health, Safety and Environment Compliance)

RM Property and Facilities Solutions Ltd trading as Royal Mail Property & Facilities Solutions (Royal Mail): TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES: The following terms and conditions shall apply to the Order, unless reference to a specific contract is given in the Order, in which case the terms and conditions of that contract shall apply instead. Any purchase by Royal Mail is conditional on acceptance of these terms and conditions by the Vendor, which set out the entire agreement relating to the subject of the Order. The Order shall take priority over any other arrangements, communications, or any other documents pertaining to the Goods and/or Services issued by, or referred to, by the Vendor. **The Vendor must not accept the Order and must tell Royal Mail immediately if it does not wish to accept these terms and conditions.**

1. Definitions

'Affiliate' means in relation to a party, any other entity which directly or indirectly controls, is controlled by, or is under direct or indirect common control with that party from time to time.

'Applicable Law' means any and all: (i) legislation (including statute, statutory instrument, treaty, regulation, order, directive, by-law, decree) and common law; and (ii) judgements, resolutions, decisions, guidance, orders, notices or demands of a competent court, tribunal, regulatory body or governmental authority in each case having the force of binding law or by which either Party is bound. In each case, as applicable: (i) in a Member State of the European Union; or (ii) in the event the United Kingdom ceases to be a Member State of the European Union, in the United Kingdom. **'Data'** means any Personal Data provided, or made available, to Vendor by or on behalf of Royal Mail when that Personal Data is processed by Vendor in connection with the provision of services. **'Data Protection Legislation'** means: (i) the European Privacy and Electronic Communications Directive (Directive 2002/58/EC) or, on and from the date on which it becomes effective, the proposed Regulation on Privacy and Electronic Communications; and (ii) from:

(i) the date of this Order until 24 May 2018, the European Data Protection Directive (95/46/EC) and any national implementing laws, regulation and secondary legislation; and (ii) on and from 25 May 2018, the General Data Protection Regulation (EU) 2016/679 and any national implementing laws, regulation and secondary legislation (the General Data Protection Regulation) and/or such law(s), regulation(s) and secondary legislation as may transpose the General Data Protection Regulation into the domestic law of all or any part of the United Kingdom, in each case as such law(s) may be replaced, supplemented, substituted or amended from time to time. **'Goods'** means the items set out in the Order to be supplied by the Vendor.

'Order' means Royal Mail's accompanying order for the supply of Goods and/or Services by the Vendor to Royal Mail.

'Reportable Breach' means any unauthorised or unlawful processing, disclosure of, or access to Data and/or any accidental or unlawful destruction of, loss of, alteration to, or corruption of Data. **'Services'** means the services to be performed by the Vendor for Royal Mail as described in the Order and anything created or produced as a result of the Services.

'Specification' means the requirements to which the Goods and/or Services supplied to Royal Mail must conform as set out in the Order.

'Vendor' means the person, firm or company named as such in the Order.

'Vendor Group' means each and any subsidiary or holding company of the Vendor and each and any subsidiary company of a holding company of the Vendor.

'Vendor Personnel' means all or any of: (i) directors, officers, employees and/or agents of Vendor or of any member of the Vendor Group; (ii) the directors, officers, employees and/or agents of any Vendor (or Vendor Group's) sub-contractors; and (iii) any other individuals engaged by or on behalf of Vendor or any of its sub-contractors in the performance of any part of Vendor'.

2. Assignment and Sub-Contracting: The Vendor shall not assign, transfer, sublet or sub-contract the whole or any part of the Order without the prior written consent of Royal Mail.

3. Anti-Bribery & Corruption: The Vendor shall, and shall procure that all Vendor Personnel and all members of Vendor Group shall, 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. The Vendor shall not give, nor offer to give, anyone employed by Royal Mail an inducement of any kind, or any gift or any favour that could be perceived by others to be a bribe, or to influence any such person in any manner, or make any payment to any such person in any way. Any breach of the provisions of this Clause 3 shall be a breach which is considered incapable of remedy.

4. Intellectual Property and Information

4.1 Where any intellectual property in the Goods and/or Services was owned by the Vendor prior to the Order, the Vendor grants to Royal Mail an irrevocable, perpetual, non-exclusive, royalty-free, transferable licence to use such intellectual property so far as it is necessary to receive the full benefit of the Goods and/or Services.

4.2 Unless otherwise agreed in writing and save as set out in Clause 4.1, all intellectual property and other rights in the Goods and/or Services shall vest in Royal Mail upon their creation. The Vendor shall do all such things and execute all such documents as Royal Mail may require in order to vest such rights. The Vendor shall ensure that it includes corresponding provisions in its contracts with its sub-contractors and vendors.

4.3 Any information of a confidential nature supplied by Royal Mail to the Vendor (including details of the Order) must be kept confidential and must only be used by the Vendor for the performance of its obligations under the Order. Upon request, and in any event upon expiry or termination of the Order for whatever reason, the Vendor shall destroy, or at Royal Mail's written request, return to Royal Mail immediately any confidential information provided under the Order.

5. Data Protection

5.1 Terms and expressions used in this Clause 5 and not defined in this Order have the meanings assigned to them in Data Protection Legislation.

5.2 With respect to the Parties' rights and obligations under this Order. The Vendor will:

5.2.1 **Compliance with law:** Only process Data in compliance with, and not cause itself or Royal Mail to be in breach of, the Data Protection Legislation;

5.2.2 **Security:** Take and maintain appropriate technical and organisational measures to ensure the security of Data and against the unauthorised or unlawful processing of, and accidental loss or destruction of, or damage to, such Data;

5.2.3 **Compliance with instructions:** Process the Data only in accordance with documented instructions (and keep a written record of such instructions) or as required by any Applicable Law (provided

that Vendor has, to the extent permitted by Applicable Law, informed Royal Mail of that legal requirement before processing);

5.2.4 **Confidentiality:** Ensure that access to the Data is strictly limited to only those Vendor Personnel requiring access in order that the Vendor fulfils its obligations under this Order;

5.2.5 **Assistance:** Promptly provide Royal Mail such information, co-operation and assistance as Royal Mail may from time to time reasonably require to enable it to comply with its obligations under the Data Protection Legislation as a data controller in respect of any Data including;

5.2.5.1 Providing Royal Mail with such information as is reasonably requested by Royal Mail in order to demonstrate Vendor's compliance with the obligations contained in this Clause 5.

5.2.5.2 Assisting Royal Mail by appropriate technical and organisational measures for the fulfilment of Royal Mail's obligation to respond to requests for exercising of data subject rights (including access requests) set out in Data Protection Legislation; and

5.2.5.3 Notifying Royal Mail of any Reportable Breach within 24 hours of the Vendor becoming aware of the same and providing Royal Mail with such reasonable assistance and information in relation to such Reportable Breach as Royal Mail requests.

5.2.6 **Audit:** Permit Royal Mail and its representative(s), on reasonable notice, with such access to its premises, personnel and records as Royal Mail may reasonably require in order to audit its compliance with this Clause 5 and the Data Protection Legislation. 5.2.7 **Deletion or return of personal data:** Promptly, and at the option of Royal Mail, return to Royal Mail or delete all of the Data and all materials containing any copies of the Data held by Vendor following the termination of expiry of this Order (or relevant part thereof), other than to the extent that its retention is required by Applicable Law.

5.3 **Sub-contracting:** Vendor shall not engage any other processor, sub-contractor or other party in relation to the Data or transfer and/or disclose any Data to any processor, sub-contractor or other party without the prior specific written authorisation of Royal Mail. Where Royal Mail provides written authorisation of such engagement, Vendor shall enter into a written agreement with such processor that contains obligations on such processor which are equivalent to and no less onerous than those set out in this Clause 5 and the Vendor shall remain fully liable to Royal Mail for the performance of such third party's obligations

5.4 **Overseas transfer:** Vendor shall not transfer Data to country or international organisation located outside the European Economic Area ('EEA') or, in the event the United Kingdom ceases to be a member of the EEA, outside the United Kingdom without the prior written consent of Royal Mail and, where Royal Mail consents to such transfer, Vendor shall ensure that the third country or international organisation to which the Data is transferred ensures an adequate level of protection to such Data, or that appropriate safeguards for such Data are provided for such that the transfer is made in compliance with the obligations on Royal Mail and the Vendor under the Data Protection Legislation.

5.5 **Royal Mail compliance:** Royal Mail will comply with its obligations under applicable Data Protection Legislation in relation to its collection, processing and provision of Data to Vendor in connection with this Order.

5.6 **Vendor:** Vendor will, immediately on demand, fully indemnify Royal Mail and keep Royal Mail fully and effectively indemnified against all costs, claims, demands, expenses (including legal costs and disbursements on a full indemnity basis), losses (including indirect losses, loss or corruption of data, loss of reputation, goodwill and profits), actions, proceedings and liabilities of whatsoever nature arising from or incurred by Royal Mail or its Affiliates in connection with any failure of the Vendor or any third party appointed by Vendor to comply with the provisions of this Clause 5 and/or Data Protection Legislation in respect of this processing of Data.

6 **Publicity:** The Vendor shall not, without prior written permission of Royal Mail, advertise/disclose to third parties that it is providing Goods or Services to Royal Mail.

7 **Variation:** No variation of any of these terms and conditions or the terms set out in the Order shall be valid unless it is in writing and signed on behalf of both parties.

8 **Documents:** All advice notes, invoices and packing notes shall be clearly marked with the Vendor's name and address, the Order number provided by Royal Mail, item code, description and destination.

9 **Quality and Performance:** The Goods and/or Services shall conform with the Specification, be of sound design, materials and workmanship; be fit for the purpose for which they are procured; and be capable of the required performance. All Services performed under the Order must be executed in an efficient and professional manner to the highest prevailing standards and to the satisfaction of Royal Mail.

10 **Inspection and Testing:** The Vendor shall inspect and test the Goods for compliance with the Specification and/or any other provisions set out in the Order before despatching Goods. Royal Mail can assess the Goods and/or Services for compliance with the Specification and any other provisions of the Order at any time. If in Royal Mail's opinion, the Goods and/or Services do not comply with the Specification, Royal Mail shall inform the Vendor in writing. The Vendor shall immediately take such steps as may be necessary to ensure such compliance. Where Royal Mail is not satisfied with the Vendor's attempts to rectify the non-compliance, Royal Mail shall have the right to reject the Goods and/or Services and may without prejudice to its other rights and remedies accept replacement Goods and/or re-performed Services at the Vendor's expense.

11 **Extension of Time:** If the Vendor requires an extension of time for delivery of the Goods or performance of the Services, the Vendor must notify Royal Mail at the earliest possible opportunity. No variation to the time for delivery and/or performance shall be valid without the written permission of Royal Mail.

12 **Delivery:** The Vendor shall deliver/ perform the Goods and/ or Services as instructed on the Order. Time is of the essence in respect of deliveries made under the Order.

13 **Cancellation and Re-Scheduling:** Royal Mail may cancel the Order or reschedule the delivery of the Goods (or some of them) without any liability to the Vendor, by giving the Vendor reasonable written notice.

14 **Risk and Title:** Risk in the Goods shall pass to Royal Mail on delivery to the address specified in the Order. Title in the Goods shall pass to Royal Mail upon delivery unless otherwise agreed in writing. Royal Mail reserves the right to take possession of the Goods to which it has title.

15 **Damage or Loss in Transit:** Any Goods lost or damaged in transit shall be restored or replaced by the Vendor at the Vendor's expense and to Royal Mail's satisfaction. Delivery shall not be deemed to have taken place until restoration has taken place to the satisfaction of Royal Mail or replacement Goods have been



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accepted. Goods shall be deemed not to have been delivered if a receipt from an authorised officer of Royal Mail cannot be produced by the Vendor.

16 **Rejection:** If, within three (3) months of the date of delivery, the Goods and/or Services fail to comply with the Order, Royal Mail may, by written notice to the Vendor reject the whole or any part of the Goods and/or Services. Royal Mail may without prejudice to its other rights and remedies accept replacement Goods and/or re-performed Services at the Vendor's expense.

17 **Terms of Payment:** The Vendor will invoice Royal Mail the price as set out in the Order ("Price"). Royal Mail will process any undisputed invoice for payment no later than 60 days net monthly from the date that Royal Mail receives the valid and proper VAT invoice that has been validly submitted in the correct format (the ("Due Date"). Royal Mail may at any time set off any liability of the Vendor to Royal Mail against any liability of Royal Mail to the Vendor. All prices shall be exclusive of VAT unless otherwise stated in the Order. If requested to do so by Royal Mail, the Vendor shall accept payments of monies due by electronic funds transfer through BACS Ltd or other electronic payment means. The Vendor accepts electronic payments as good discharge of indebtedness under the Order. If any undisputed monies are not paid by the Due Date, then the Vendor may charge interest on such undisputed monies on a day to day basis from the Due Date (or such other date as may be agreed in writing between the parties) to the actual date of payment (both dates inclusive) at the rate of 4 per cent per annum over the base lending rate of the Bank of England from time to time.

18 **Compliance:** The Vendor and Vendor Personnel shall at all times comply with all Applicable Laws. Royal Mail shall allow the Vendor access to its premises as necessary for the delivery of the Goods and/or Services. Royal Mail may refuse admission to Vendor Personnel or require such Vendor Personnel to leave its premises at any time. Whilst on Royal Mail's premises, the Vendor shall abide by Royal Mail's rules, regulations, policies and procedures relating to the premises. The Vendor shall maintain, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance at a level sufficient to cover the liabilities that may arise under or in connection with provision of the Goods and/ or Services to Royal Mail.

19 **Security of the Mail:** The Vendor shall ensure that Vendor Personnel working at Royal Mail's sites, or who are reasonably likely to have access to (which shall include conveying, receiving collecting, sorting, delivering or otherwise handling of postal packets) Royal Mail letters and parcels or Royal Mail's systems or operations (whether on or off-site) have been vetted in accordance with Royal Mail's vetting requirements. The Vendor shall ensure that Vendor Personnel who are (or may be) involved in conveying, receiving, collecting, sorting, delivering or otherwise handling postal packets operate and are subject to recruitment, training and disciplinary procedures in compliance with Royal Mail's Mail Integrity Objectives as set out in this clause. The Vendor shall at all times take all reasonable steps to minimise the exposure of Royal Mail letters and parcels to the risk of loss, theft, damage and/or interference. In particular the Vendor shall ensure the following: (i) Royal Mail letters and parcels are not left unattended or unsecured at any time, (ii) all vehicles and equipment used to convey Royal Mail letters and parcels are afforded the appropriate level of security at all times, and (iii) unauthorised access to the Vendor's premises where Royal Mail letters and parcels are sorted, processed and or stored is prevented. The Vendor shall ensure that all Vendor Personnel who are (or may be) involved in the conveying, receiving, collecting, sorting, delivering or otherwise handling of the Royal Mail letters and parcels will receive the "Third Party Security of the Mail Awareness Brief", as supplied by Royal Mail,

24. TUPE

Replacement Vendor means any entity appointed by Royal Mail to provide, immediately after the date of termination of this Agreement or the provision of the Services (in whole or part), services which are the same as or similar to the Services (in whole or part).

Replacement Vendor Subcontractor means any entity appointed by the Replacement Vendor, to provide or assist the Replacement Vendor to provide, immediately after the date of termination of this Agreement or the provision of the Services (in whole or part), services which are the same as or similar to the Services (in whole or part).

Services means the services (including any part of them) to be provided by the Vendor to Royal Mail pursuant to the Agreement as set out in any Order or Specification or as otherwise agreed between the parties;

TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246), or any analogous legislation applicable in any territory in which the Services are, or are to be, provided;

24.1.1 The parties do not consider that TUPE will apply upon the termination of this Agreement (in whole or part) or the termination of the provision of the Services (in whole or part).

24.1.2 If any contract of employment or engagement or any liability regarding the employment or engagement of any person transfers or is alleged to have transferred to Royal Mail, any company within the Royal Mail group of companies, a Royal Mail subcontractor, Replacement Vendor or Replacement Vendor Subcontractor in connection with the termination of this Agreement or the termination of the provision of any Services (in whole or part) (Transferring Employee), the Vendor shall indemnify and hold harmless such party against such liability and each and every cost (including reasonable legal costs), claim, damage, loss, charge, action, proceeding, fine, expense or demand arising in connection with the employment or engagement of any and all Transferring Employees, the termination of such employment or engagement, and/or any alleged breach of obligations under TUPE.

and maintain a dated record naming individuals who have received it. This record is to be retained for 12 months and must be produced when requested by Royal Mail.

20 **Sanctions:** The Vendor shall, and shall procure that the Vendor Group, its directors, employees or anyone acting on its behalf (Affiliate) shall comply with all laws, regulations including all trade, economic or financial sanctions laws, regulations, embargoes or restrictive measures applicable to the Vendor, the Services and Royal Mail (Sanctions). The Vendor acknowledges that for the purposes of this Order, it will comply with all Sanctions even though some of those laws may not directly apply to the Vendor. If the Vendor or any of its Affiliates fails to comply with Sanctions (which will include where the Vendor or any of its Affiliates is or becomes identified on a restricted party list such as the Consolidated List of Targets or any similar list maintained by, or public announcement of a Sanctions designation (a Sanctions list)) then, without affecting any other remedies Royal Mail may have, Royal Mail will be entitled to terminate the Order immediately. If the Vendor or any of its Affiliates is or becomes identified on a Sanctions List the Vendor will notify Royal Mail immediately.

21 Indemnity and Liability

21.2 The Vendor will hold harmless, indemnify and keep indemnified each member of Royal Mail's group, their employees, sub-contractors and agents, against all claims, liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and other professional costs and expenses) suffered or incurred by each member of Royal Mail's group, their employees, sub-contractors and agents arising out of or in connection with: (i) actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the Order, (ii) death, personal injury or damage to property arising out of, or in connection with, defects in the Goods or breach, negligent performance or failure or delay in performance of the Order by the Vendor, or (iii) a breach of Sanctions.

21.3 Neither party excludes or limits liability to the other for death or personal injury as a result of its negligence. The Vendor's liability under Clause 20 and for breach of Clauses 3, 4 and 5.6 shall be unlimited. Except as otherwise stated in the Order, the Vendor's total liability arising out of or in connection with the Order shall be limited to £1,000,000. Royal Mail's total liability to the Vendor arising out of or in connection with the Order other than in relation to payment of the Price is limited to £250,000.

22 **Contracts (Rights of Third Parties) Act 1999:** The parties acknowledge and agree that nothing in the Order shall confer on any third party, nor the right to enforce any of its provisions.

23 **No Agency:** The Order does not create a partnership between Royal Mail and the Vendor or make one party the agent of the other for any purpose.

Governing Law: The Order and any dispute or claim arising out of or in connection with it or its formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law. The parties submit to the exclusive jurisdiction of the courts of England and Wales