

## Wycombe District Council

### Minor Works Order Terms

#### Definition

“Conditions of Contract” means these Minor Works Order Terms.

“Contract” means the Council’s Specification where applicable, the Official Order and these Conditions of Contract.

“Contractor” means the party appointed by the Council under these Conditions of Contract to deliver the Works.

“Contract Administrator” means the Officer appointed by the Council to ensure performance of the Contract.

“Council” means Wycombe District Council, its successors and assigns.

“Council’s Specification” means the specification of the Works which referred to on the Official Order

“Delivery Note” means a written note describing the items being delivered and the quantity, which if signed by a representative of a customer provides evidence of delivery of those items.

“Purchase Order” means an order produced on the Council’s eFinancials electronic accounting system and carrying a purchase order number.

“Proposal” means an offer to provide the Works made by Contractor prior to award of the Contract.

“Works” means the works described in Specification, which where referred to in this document, also includes water and atmospheric monitoring, asbestos surveying, structural surveying and structural engineering surveying.

Works undertaken must have an official Purchase Order. The Purchase Order number is to be printed on all correspondence.

1. The Contract shall comprise only the Council’s Specification where applicable, the Official Order and these Conditions of Contract, in that order of precedence.
2. This Contract constitutes the entire agreement between the parties relating to the subject matter of the Contract and no terms or conditions put forward by the Contractor (including terms relating to hire, lease or loan) shall form part of the Contract unless agreed by both parties.
3. Invoices must state full particulars of works to be undertaken detailing charges for labour and materials separately.

4. A Delivery Note stating the price and the order number must accompany each delivery of materials.
5. Payment shall become due within 30 days of receipt of a correctly submitted invoice provided that the Works have been completed to the satisfaction of the Council.
6. The Works shall be completed to the satisfaction of the Council and shall conform to the Official Order.
7. Without prejudice to any standard required elsewhere in the Contract, all materials used or supplied and all workmanship carried out under these conditions shall conform to any applicable specification or code of practice issued by the British Standards Institution or the International Standards Organisation that is current at the date of the Proposal.
8. The Contractor shall provide all plant, tools and equipment necessary for the safe execution of the Works. Such plant, tools and equipment to be stored at the sole risk of the Contractor and so as to minimise inconvenience to the Council.
9. The Contractor shall comply with Council policies when on Council premises. At the completion of the Works the Contractor shall remove all materials from the Site (unless otherwise instructed) and permanently reinstate any damaged areas or surfaces and leave the site in a clean condition ready for occupation.
10. The Contractor shall operate a "permit to work" scheme as required. The following types of work **are prohibited** unless the Council representative has provided a signed permit to work for the type of work involved:
  - Hot work such as welding, flame cutting, the use of bitumen boilers blow lamps or of hot air paint strippers
  - The use of cartridge operated tools.
  - Work in confined spaces such as entering tanks, drains, manholes, sumps, chimneys, ducting, boilers, or compressed air receivers.
  - Digging trenches and excavations or drilling boreholes
  - Work on roofs or involving scaffolding, or mobile, or suspended access equipment (except where the roof has permanent access arrangements and fixed guard railing)
  - Work near overhead cables
  - The use of mobile cranes
  - Work on live electrical equipment
  - Work on remotely isolated electrical equipment
  - The use of radioactive materials, explosives, lasers or radiation generators such as X ray machines
  - Work in lift shafts or under the lift cage
  - Work on steam plant or pipe work
  - Work with high pressure water jetting equipment
11. The Contractor must, if applicable, before the Council's occupation of any area of completed Works, arrange for the Services installations to be tested

and inspected and immediately hand copies of the appropriate certificates to the Contract Administrator.

12. The Contractor must comply with all relevant rules, regulations and recommendations to ensure the safety and security of the site, its adjacent areas, and all persons associated with those areas. If work is to take place in or adjacent to occupied areas disruption must be kept to the minimum and all adequate measures taken to avoid nuisance from the creation of dust, noise (including radios), fumes etc. Perimeter fencing shall be to a minimum standard of 2m high sectional metal close mesh. Reductions to this standard can only be made with the approval of the Council. All skips used on the site must be sited away from buildings or other risk areas.
13. The Contractor is to allow for all temporary facilities in connection with the Works, e.g. accommodation, dust proof screens, storage facilities, sanitary facilities, provision of power & water.
14. The Contractor will not permit smoking to take place on the site.
15. Except in the case of emergency, the Contractor and the Contract Administrator shall agree in advance of the commencement of the Works :
  - 15.1 A risk assessment
  - 15.2 A method statement
  - 15.3 A programme of works
  - 15.4 What measures, if any, are required to secure the health, safety and welfare of all building occupants.
16. The Contractor shall upon arrival on site sign in to the Visitor's log,
17. The Contractor shall ensure that portable and transportable electrical equipment brought onto site shall be identified on a test register and shall be labelled to show its status.
18. The Contractor shall ensure that all Works related to water services shall comply with the requirements of the current water regulations.
19. BRITISH STANDARD PRODUCTS - Where any product is specified to comply with a British Standard for which there is no equivalent European Standard it may be substituted by a product complying with a grade or category within a national standard of another Member State of the European Community or an international standard recognised in the UK specifying equivalent requirements and assurances in respect of material, safety, reliability, fitness for purpose and, where relevant, appearance. Notify the Council of all such substitutions in advance of ordering and submit for approval documentary evidence confirming that the products comply with the specified requirements. Any submitted foreign language documents must be accompanied by certified translations into English.

20. GLAZING - All individual panes of special fire and safety glass being installed are to be permanently marked in a location which is visible after installation.
21. The Contractor shall not infringe the intellectual property rights of any third party.
22. All intellectual property rights in any specifications, information, instructions, plans, drawings, patterns, models, designs or other material made available to the Contractor by the Council or obtained by the Contractor in connection with the Contract shall remain vested solely in the Council. The intellectual property rights in anything arising out of the Works shall vest in the Council.
23. The Contractor shall comply with all applicable legislation, including but not limited to, the Health and Safety at Work Act 1974, Race Relations Act 1976, Sex Discrimination Act 1975, and the Disability Discrimination Act 1995, the Human Rights Act 1998, the Sex Discrimination Act 2006, the Equalities Acts of 2006 and 2010 and any statutory modification or re-enactment thereof and shall also comply with all relevant secondary legislation, circulars and codes of practice. The Contractor shall comply with all Council policies of which it is notified.
24. The Contractor shall effect and maintain throughout the contract, with a reputable insurance company, Public Liability Insurance with a minimum cover of £2,000,000 in respect of any one incident and Employer's Liability Insurance with a minimum, cover of £5,000,000 in respect of any one incident and other insurances necessary to cover the risks contemplated by the Contract and shall at the request of the Council produce evidence of such insurances. Unless there is a general clause of Indemnity to Principals in the above policies the Contractor shall obtain and produce on demand to the Council such endorsement(s) as may be necessary to note the interest of the Council in each policy.
25. Subject to Clause 27 the Contractor, their employees and agents, shall keep secret and not disclose, any information provided in confidence by the Council, without the prior written consent of the Council, except as may be necessary for the performance of the Contract. The duty of confidentiality shall not apply to any information (i) in the possession of the Contractor, without restriction as to its disclosure, before receiving it from the Council or (ii) received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure, (iii) is or becomes public knowledge (otherwise than by breach of this Clause) and (iv) liable to disclosure by law.
26. The Contractor acknowledges that the Council has information publication obligations under the Local Government Transparency Code 2014, and agrees that the Contract and the Proposal and any information including but not limited: to requests for quotes, advertisements issued by the Council seeking expressions of interest, any pre-qualification questionnaires or invitations to tender (the "Procurement Documents") issued by the Council which led to the creation of the Contract may be published by the Council on a designated web site, save where to do so would disclose information the disclosure of which would:

- 26.1 contravene a binding confidentiality undertaking;
- 26.2 be contrary to regulation 43 of the Public Contracts Regulations 2006 (as amended); or
- 26.3 in the reasonable opinion of the Council be prevented by virtue of one or more of the exemptions in the FOIA or one or more of the exceptions in the Environmental Information Regulations 2004.
- 26.4 If any of the situations in clauses 26.1 to 26.3 apply the Contractor consents to the Contract or Procurement Documents being redacted by the Council to the extent necessary to remove or obscure the relevant material and being published on the designated website subject to those redactions.
27. The Contractor shall assist and cooperate with the Council to enable it to comply with its obligations under both the Data Protection Act 1998 and the Freedom of Information Act 2000 respectively.
28. If either the Council's internal or external auditors or if the Commissioner for Local Administration (the Ombudsman) investigates the Contract, the Contractor shall provide such information, access and cooperation as those persons may reasonably require.
29. The Council may terminate the Contract and recover all its loss if the Contractor, its employees or anyone acting on the Contractor's behalf offer, give or agree to give to anyone any inducement or reward in respect of this or any other Council contract (even if the Contractor does not know what has been done); or commit an offence under the Bribery Act 2010 or under Section 117(2) of the Local Government Act 1972; or commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members or employees.
30. The Council may immediately terminate the Contract, by notice in writing, if the Contractor fails to complete the Works within the time specified in the Contract, breaches the Contract in a way which the Council reasonably regards as irremediable, which may include, without limitation, repeated and/or persistent breaches of the Contract, fails within one month's written notice to remedy a breach of Contract which can be remedied, fails to proceed diligently with or wholly suspends performance of the Contract, or becomes insolvent.
31. In the event of termination of the Contract, the Council may engage another Contractor to complete the Works and the Contractor shall be liable to pay the Council as a debt any extra cost that the Council incurs in so doing.
32. If either party is unable to complete the Contract, through strike, war, civil commotion, cessation or serious interruption of communications or power supplies, exceptionally adverse weather, fire or other unavoidable cause it shall immediately notify the other party stating the likely length of disruption and the steps being taken to minimise disruption to the Works. The Council shall notify the Contractor within 30 days whether it requires the Works to be recommenced, varied or cancelled (without further liability to either party).

Where the Works are recommenced the Contract shall be varied to extend the time for completion or delivery of the Works by the period of disability.

33. Notices may be sent by hand or by ordinary, registered or recorded delivery post or fax or electronic mail to the address of the party shown on the Official Order, or to such other address as the party has notified to the other. Service shall be deemed effective on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.
34. The Contractor shall not without the written consent of the Council assign or sub-contract the Contract. No sub-contracting by the Contractor shall in any way relieve the Contractor of any of its responsibilities under the Contract.
35. No deletion, addition or variation to the Contract shall be valid unless agreed by both parties and noted in writing by the Council.
36. No third party has any rights under the Contracts (Rights of Third Parties) Act 1999 in connection with the Contract.
37. If any clause is found invalid, it shall not negate the remainder of the Contract.
38. The Contract shall be governed by English law.