



TERMS AND CONDITIONS OF PURCHASE - SHORT FORM - SERVICES

The Terms and Conditions set out below shall apply to the purchase of services, with respect to planned, reactive or ad hoc work as detailed on this purchase order. Reference to goods shall mean equipment, materials, spares as required under the service provision.

Purchase of goods will fall within the terms as detailed at <https://www.birminghamairport.co.uk/about-us/doing-business-with-us/procurement/>

1. Statement

The contract relating to provision of services ("the services", which expression includes any of them or any part of them) will be on the terms and conditions set out below (the "Contract Terms") to the exclusion of any other terms and conditions contained or referred to in any document or statement sent by the "Contractor" (the person or company charged with supplying the goods as detailed on the purchase order) to the Purchaser (Birmingham Airport Limited BAL) in relation to Services. No other terms shall bind the Purchaser unless expressly accepted by the Purchaser in writing.

2. Programme

2.1 Time is of the essence in performance of the contract and the Contractor warrants that agreed dates for service delivery and where relevant service completion will be met. Failure to meet this obligation may result in application of liquidated damages as agreed with the Purchaser.

2.3 Planned Maintenance is to be undertaken in accordance with the agreed schedule between the Purchaser and the Contractor.

3. Price and Payment

3.1 The Purchaser shall not be bound to accept or pay for the Services unless the same is specified in the Purchaser's Purchase Order.

3.2 Unless the Purchaser agrees otherwise in writing, the price shall be that which is quoted on the purchase order and includes travel time and expenses where applicable.

3.3 Payment for the services, will only be made once the services are completed in full and signed off by the Airport representative as compliant to the requirements of BAL, fully commissioned (where applicable) with any agreed drawings or manuals having passed to BAL.

3.4 Once signed off by the BAL Representative, in accordance with clause 3.3 payment will be made within 60 days from the date of receipt of the Contractors valid, correctly calculated and addressed invoice unless otherwise agreed in writing by the Purchaser or specified on the front of the purchase order.

3.5 All invoices must be accompanied with supporting invoices from subcontractors/agents or suppliers of materials where a mark-up is being charged to BAL. Failure to do so will result in rejection of the invoice.

3.6 Failure to comply with the instructions hereunder will delay payment. Such delay will not however affect the Purchaser's rights to any cash discount to be allowed on the price of materials supplied under the Contract

4. Documents

4.1 Attendance at site must be accompanied with a Job sheet detailing work undertaken, time spent , and completion of the asset data register either directly if access has been permitted or through provision of information to the contract manager relating to work undertaken on the asset, updating of drawings, drawing numbers, specifications etc

4.2 Invoice: The invoice shall state the Purchase Order number, job note number and the date of any relevant work schedule if any have been quoted to the Purchaser. Otherwise a sufficiently detailed description to enable identification of the Services must be given.

4.3 Where any charge is made for Value Added Tax, the invoice shall be in the form as laid down from time to time by H.M. Customs & Excise for Value Added Tax purposes

5.0 Site Attendance/Security

5.1 It is the responsibility of the Contractor to ensure that attendee on site is carrying appropriate identification/passes to enable access to the place of work.

5.2 Any costs associated with a failed or repeat attendance resulting from non-compliance with the security access requirements of the Airport, must be borne by the Contractor.

5.3 All vehicles passing through security checkpoint may be subject to a visual search in order to meet DFT requirements. All items that cannot be visually checked must be removed from the vehicle and screened through x-ray.

5.4 It is the responsibility of the Contractor to have site familiarity. The Contractor is expected to have taken this into account when pricing for the service provision and no variation for cost will be made attributable to any delay relating to movement around the airport site.

6.0 Amendments in Specification

6.1 The Purchaser may at any time make changes in writing relating to the Contract. If such changes result in a variation in cost of, or time required for, the performance of the Contract, an equitable adjustment shall be made to the price, delivery schedule or both. Any claim or adjustment by the Contractor must be approved by the Purchaser in writing before the Contractor proceeds with such change.

7.0 Samples/Pre Delivery Inspection

7.1 The Purchaser reserves the right to request sample products on a trial basis, at no cost, which will be retained by the Purchaser until the Services are completed and equipment installed verified through testing as commissioned and fully functional.

7.2 Where samples have been provided, the subsequent provision of goods and services undertaken under the contract must meet that same standard.

7.3 No inspection or testing by the Purchaser pursuant to this clause shall imply any acceptance of the Goods/equipment or Services by the Purchaser or in any way relieve the Contractor of its obligations and duties under the Contract or otherwise.

8.0 Property and Risk

8.1 Property and title in respect of the equipment will pass to the Purchaser at the time and place of delivery (being defined as the obtaining of an authorised signatory signifying acceptance) unless otherwise specifically agreed.

8.2 Where any advance payment or progress payment is made by the Purchaser, property, but not the risk, in any materials purchased or allocated by the Contractor for the purpose of this Contract shall immediately vest in the Purchaser.

8.3 Risk will not transfer until the goods and services have been inspected and signed-off by the Purchaser in accordance with the Contract.

9. Performance Standards

9.1 In performing the Services and in the performance of all its duties and obligations under this Agreement, the Contractor:-

9.1.1. shall provide the Services using skill and care to be expected from an experienced Provider of services of the size, type, scope and complexity and in accordance with all applicable laws and in accordance with best industry practice;

9.1.2 warrants to the Company that it is competent in all respects to provide the Services

9.1.3. shall ensure the Services are performed by qualified fully trained competent experienced staff of adequate number and at appropriate frequency;

- 9.1.4 shall comply with:-all applicable Acts of Parliament; European Community legislation; all applicable regulations or bye-laws; all applicable rules or regulations of any statutory undertaker which has jurisdiction with regard to the Services; Directions including without limitation those notified to the Contractor by the Company; all Airport bye-laws, contractor safety standards and all other rules and regulations imposed by the Company in respect of safety and operations at the Airport
- 9.2 The Contractor will monitor and review service provision to ensure compliance with the agreed specification, Industry standards and agreed service level requirements.
- 9.3 Failure to comply with clause 9.2 will be treated as breach of contract.
- 9.4 Services carried out shall be so formulated, & designed, constructed, finished as to be safe and without risk to health and comply with all British and European standards or other recognized standards of health and safety including the health and safety requirements of the Health a safety at Work etc. Act 1974, the Consumer Protection Act 1987, the General Product safety Regulations 1994 and any other statuses or regulations governing or affecting the Goods or Services. Any Goods installed which are (or will be upon supply in the European Community) within the scope of CE marking requirement of any relevant EC Directive or local laws implementing the same shall satisfy the relevant requirements and shall bear a properly affixed CE mark, have a certificate of Conformity and all necessary technical specifications .Goods must meet all relevant health and safety requirements applicable to Goods both in the state or form supplied to the Purchaser and when combined with other goods. It is the responsibility of the Contractor to acquaint itself with the purpose for which the Goods and Services are to be supplied.
- 9.5 Upon signing off and handover, all documentation necessary for the safe operation and maintenance of any equipment, or any data or information arising from the Contract due to the Purchaser, must be handed over prior to submission of the final invoice.
- 9.6 Without prejudice to any other of the Contract Terms the Purchaser will have the benefit of any guarantee given by the Contractor.
- 10.0 Confidentiality**
- 10.1 The Contractor agrees to keep confidential and not to disclose to any third party the terms of this Agreement or details of the Services provided to the Company under this Agreement, unless it can be demonstrated that this information was already in the public domain.
- 11.0 TUPE**
- 11.1 If there is, a 'relevant transfer' for the purposes of the Regulations, the Contractor will take over responsibility for any Transferring Staff and all liabilities and obligations under their contracts of

employment with effect from the Commencement Date. The Contractor will bear the cost of all internal and administrative and other costs the Contractor incurs related to the transfer of the Transferring Staff as a result of entering into this Agreement.

11.2 The Contractor shall remain liable for and shall indemnify the purchaser against all claims, costs and/or proceedings in connection with TUPE from “transferring staff”

11.3 The Contractor undertakes to maintain up to date records of all staff working on the Airport site and will make this available to the purchaser within 7 working days if requested.

12.0 DATA PROTECTION

12.1 Both parties warrant that they will duly observe all of their obligations under the General Data Protection Regulations 2018 which arise in connection with this Agreement.

13.0 Defect Liability

13.1 A defects liability period of 12 months shall apply and will commence following handover/commissioning, which, where agreed, may incorporate testing and sign off, prior to commissioning.

14.0 Breach

14.1 Where it is identified that the service is inferior to the reasonable expected standard, the contractor will be afforded the opportunity to rectify the issue. Where this is not undertaken within a reasonable timeframe the purchaser reserves the right to seek remedy from a third party at the Contractors expense.

15.0 Right to Terminate

15.1 The Purchaser shall be entitled to terminate the Contract without liability to the Contractor and without prejudice to the Purchaser's other rights in any of the following circumstances:-

15.1.1 The Contractor fails perform and/or complete the Services on the date agreed or to the agreed programme, time being of the essence

15.1.2 The Services performed by the Contractor are such that they do not comply in every way with the contract

15.1.3 Any proceedings have been commenced or action taken relating to the insolvency or possible insolvency of the contractor

15.1.4 Any breach by the Contractor of a term of this Contract

15.2 Upon termination howsoever arising any outstanding payments in advance made by the Purchaser shall be immediately repayable by the Contractor.

16.0 Patents and Designs

16.1 Copyright (and all other intellectual property rights) in respect of materials, drawings, designs, specifications, software, plans or other document or material created and/or developed by either party shall belong to the Purchaser and the Contractor hereby assigns its rights created in such information to date and by way of future assignment all its rights in the same to date and by way of future assignment all its rights in the same to the purchaser.

16.2 The Contractor warrants that the supply of materials/products in relation to this agreement will not infringe any intellectual property right in any country and undertakes to indemnify the Purchaser against all judgments, decrees orders, damages, costs, and expenses arising from actual or alleged infringements of the same

17.0 General

17.1 This Contract must be performed by the Contractor personally and no part of it may be assigned, novated, sub-let or sub-contracted by the Contractor without the Purchaser's written permission

17.2 The Purchaser reserves the right to novate or assign the contract.

17.3 Failure by the Purchaser to enforce any of the Contract Terms will not be construed as a waiver of its rights

17.4 This Contract will be construed and operate in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts

17.5 The purchaser shall be entitled to contract with any person or persons other than the contractor for provision of services during the agreement period.

18.0 General Duties of Manufacturers/Contractors

18.1 Designers, manufactures, importers and contractors of goods and services to the airport are required to meet the requirements of all parts of section 6 of the Health and Safety at Work etc Act 1974. In particular, appropriate information about the article concerning its proper use, its testing and any conditions necessary to ensure that when in use it will be safe and without risk to health.

19.0 On Site Compliance

19.1 The Contractor is required to comply, at all times, with all byelaws, operational requirements and insurance requirements as laid down by the Purchaser. Copies of such documentation outlining the obligations upon the Contractor are available from the Purchaser upon request .

20.0 Right to Audit

20.1 Birmingham Airport shall have the right to audit to ascertain the amount of income derived from providing works, goods and services to third party organisations at Birmingham Airport.

20.2 The clause also gives Birmingham Airport the right to obtain copies of quotations that are provided to third parties (main contractors, sub-contractors, concessions and tenants) in respect of the supply of goods, services and works.

21.0 Anti-Corruption

21.1 The Contractor shall at all times comply with all applicable laws, statutes, regulations and other generally accepted rules and standard of business conduct relating to anti-bribery and anti-corruption, including, but not limited to, the Bribery Act 2010 (***Anti-Bribery Requirements***), and the Contractor shall not engage in any activity, practice or conduct which would constitute an offence under Bribery Act 2010. The Contractor shall also have in place, keep and enforce, as appropriate, throughout the term of this Agreement the Contractor's own adequate procedures, to ensure compliance with the Anti-Bribery Requirements

21.2 Where the Contractor identifies a Conflict of Interest, or risk of Conflict of Interest they are to notify the Airport of the conflict and what steps they are taking to mitigate the risk.

22.0 Slavery Act

22.1 The Contractor confirms that in entering into this agreement with the Airport they have taken the necessary measures to ensure that both its own organisation and its supply chain are compliant in all respects with the Modern Slavery Act 2015.

23.0 Governing Law

23.1 This Agreement shall be governed by and construed in accordance with English Laws and the parties submit to the exclusive jurisdiction of the English Courts.

THE END