

Terms and Conditions of Contract for Services Assumptions and Omissions

- This contract is for services only and does not envisage that goods will be supplied under it, unless equipment is required for the services to be delivered.
- There will be no TUPE liability (if TUPE is a consideration, legal advice should be sought and an appropriate clause drafted for inclusion).
- This contract is not suitable for outsourced services, minor works or IT/ITC contracts.
- The contract can only be extended and varied in accordance with the terms of initial contract notice and the terms on which the procurement exercise was carried out; before extending or varying the contract careful consideration should be given to the potential for breaching EU procurement law, therefore legal advice should be sought. Proposed extension periods should be stated in 14.2.
- The services will be delivered in accordance with the Customer's environmental policy.
- The Customer should identify in the specification the specific restrictive marking to be applied to any data to be handled by the Supplier, and ensure the supplier then meets the information assurance levels identified in the Cabinet Office Security Policy Framework. This should be stated in the Award letter or Specification.
- The time period in which the Supplier should provide any information required by the Customer in order to respond to an FOI should be stated in 27.2 (default is 5 days).
- Basic exit provisions are covered and include assistance to a replacement provider and return of documents.
- Any key personnel named in the tender and critical to the service delivery should be detailed in the Award letter.
- Liability for indirect and consequential loss is not covered on the basis it seems disproportionate for the value of the contracts and many supplier resist such a term. A damages claim would still extend to losses naturally flowing from the breach or which were in the reasonable contemplation of the parties at the time the contract was made. If a specific loss was a concern, this should be specified in the award letter as a direct loss.