



East Suffolk Services Ltd – Supplier Terms and Conditions

These Terms and Conditions set out the standards, obligations, and requirements for all suppliers, contractors, and service providers engaged by East Suffolk Services Ltd (“ESSL”). By accepting a Purchase Order or otherwise providing goods, works, or services, suppliers agree to comply fully with these Terms and Conditions, which apply to and form part of all contractual relationships with ESSL.

Definitions and Interpretation

The following definitions and rules of interpretation apply in these Terms and Conditions:

“**Applicable Laws**” means all applicable laws, statutes, subordinate legislation, by-laws, enforceable EU rights, regulations, orders, regulatory policies, mandatory guidance or codes of practice, and judgments of a court of competent jurisdiction, in force from time to time.

“**Business Day**” means a day other than a Saturday, Sunday or public holiday in England.

“**Commencement Date**” means the date on which the Contract begins pursuant to clause 3.1.

“**Contract**” means any agreement entered into by ESSL by reference to or contained within any Contract Documentation which specifies that these Terms and Conditions are to apply, or which does not specify any other terms and conditions.

“**Contract Documentation**” the acceptance of any Tender or executed contract with these Terms and Conditions, any Specification, Drawings, Schedules, any special terms agreed in writing, any Orders placed by ESSL, any Key Performance Indicators (KPIs) and/or Service Level Agreements (SLAs), and any other documents produced or referred to by ESSL as part of the Contract.

“**Confidential Information**” means all confidential information (however recorded or preserved) disclosed by either party to the other concerning their business, affairs, customers, clients, suppliers, plans, operations, processes, product information, know-how, designs, trade secrets or software, and information developed under the Contract, and any information expressly described as confidential in the Contract Documentation.

“**Contract Price**” means the price for the Works, Goods and/or Services, exclusive of VAT, as set out in clause 9 or the Order.

“**Controller/Processor/Data Subject/Personal Data/Personal Data Breach/Data Protection Officer**” means have the meanings given in Data Protection Legislation.

“**Due Delivery Date**” means the date specified by ESSL when the Goods are to be delivered or the Services completed, as set out in the Contract Documentation or the Order; if no date is specified, a reasonable date after formation of the Contract.

“**EIR**” means the Environmental Information Regulations 2004.

“FOIA” means the Freedom of Information Act 2000.

“GDPR” means the UK General Data Protection Regulation.

“Goods” means any goods agreed in the Contract to be supplied by the Supplier (including any part or parts), including goods and materials required to be delivered in performance of the Services.

“Information” means has the meaning given in section 84 of FOIA.

“Instructions” means the Controller’s written instructions for processing Personal Data, which set out the subject matter, nature and purpose of processing, duration, types of Personal Data and categories of Data Subjects.

“Intellectual Property Rights (IPR)” means patents, utility models, rights to inventions, copyright and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, rights in computer software, database rights, rights to use and protect the confidentiality of confidential information (including know-how and trade secrets), and all similar or equivalent rights anywhere in the world, whether registered or unregistered and including applications, renewals, extensions and rights to claim priority.

“KPIs” means Key Performance Indicators specified by ESSL.

“Order” means any purchase order placed by ESSL (including electronic communications) and any instructions to the Supplier to supply the Works, Goods and/or Services.

“Prohibited Act” means any act constituting bribery or corruption, including offences under the Bribery Act 2010 or common law concerning fraudulent acts, or any activity which would constitute such an offence if carried out in the UK.

“Services” means any works or services to be procured by ESSL from the Supplier, including those rendered in connection with delivery of Goods.

“Specification” means any specification for the Works, Goods or Services supplied to or by ESSL and approved by ESSL.

“Supplier” means the person, firm or company supplying any Works, Goods or Services to ESSL.

“Sub-Processor” means any third party appointed to process Personal Data on behalf of the Processor.

“Tender” means the Supplier’s tender or quotation submitted to ESSL.

“Works” means the execution of and any activity in connection with building and/or civil engineering, installation and completion, design and planning, and any ancillary services.

References to a statute or statutory provision include any subordinate legislation and are to that statute or provision as amended, extended, or re-enacted from time to time. A reference to a person includes a natural person, corporate or unincorporated body. Words in the singular include the plural and vice versa; a reference to one gender includes all genders.

Any obligation on a party not to do something includes an obligation not to allow that thing to be done.

1. Supplier Onboarding Requirements

- (a) No work to be carried out and no materials supplied without a valid ESSL Purchase Order.
- (b) the new supplier onboarding form must be completed in full.
- (c) all relevant insurances/policies must be provided prior to vendor setup.
- (d) proof of bank account must be provided.

- (e) invoices and statements must be sent to ap@eastsoffolkservices.co.uk
- (f) invoices must include the full PO reference (all numbers and letters).

2. Application of Terms and Conditions

- 2.1 Subject to clause 2.2, these Terms and Conditions apply to all Contracts for the purchase of Works, Goods or Services by ESSL and are the only terms upon which ESSL contracts with the Supplier, to the exclusion of any terms the Supplier seeks to impose.
- 2.2 Order of precedence (highest to lowest):
 - (a) the Order (Price, quantity, place of delivery, dates and description/specification and the Instructions).
 - (b) the Tender as accepted by ESSL and/or any executed contract.
 - (c) these Terms and Conditions.
 - (d) other Contract Documentation.
 - (e) any other documents incorporated by reference.
- 2.3 Each Order is deemed an offer by ESSL subject to these Terms and Conditions and shall be accepted by express notice or impliedly by commencing performance.
- 2.4 No terms endorsed upon, delivered with, or contained in the Supplier's documents shall form part of the Contract.

3. Commencement Date and Duration

- 3.1. The Contract enters into force on the date agreed by ESSL and set out in the Contract Documentation, or if none, on the date of the Order, or when the Services begin or Goods are first supplied.
- 3.2. The Contract remains in full force for the period specified or until terminated in accordance with these Terms and Conditions.

4. Obligations of the Supplier – Goods

- 4.1. Delivery shall be to the address specified in the Contract Documentation or as otherwise agreed in writing. The Supplier shall off-load and safely deposit the Goods at its own risk as directed by ESSL during normal business hours on Business Days.
- 4.2. Goods shall be delivered on or before the Due Delivery Date. Packaging must ensure goods arrive in good condition. Goods damaged or lost in transit shall be replaced by the Supplier at its expense.
- 4.3. The Supplier shall deliver the quantity specified as amended from time to time on reasonable notice.
- 4.4. The Supplier shall ensure Goods:
 - (a) conform precisely to the Specification.
 - (b) are of accurate weight, size and measurements.
 - (c) are free from defects, of required quality and fit for purpose.
 - (d) are supplied, manufactured, stored, tested and packed in accordance with Applicable Laws and relevant standards.

- 4.5. Where delivery by instalments is agreed, failure to deliver any instalment entitles ESSL to treat the whole Contract as repudiated at its discretion.
- 4.6. If Goods are delivered in excess of the quantities ordered, ESSL shall not be bound to pay for the excess and may require collection within 3 months, after which ESSL may dispose of them at the Supplier's expense.

5. Obligations of the Supplier – Works and Services

- 5.1. The Supplier shall perform all Services set out in the Contract Documentation to the standards, frequency and quality indicated, including by reference to KPIs and/or SLAs, and in accordance with ESSL's directions.
- 5.2. The Supplier is responsible for the acts and omissions of its employees, agents and sub-contractors.
- 5.3. The Supplier shall cooperate with meetings, site inspections and other activities reasonably required.
- 5.4. The Supplier shall appoint a knowledgeable "Supplier's Designated Representative" with full contact details, who can bind the Supplier on matters relating to performance and non-performance.
- 5.5. ESSL may inspect the Services throughout. If Services fail to comply (including KPIs/SLAs), ESSL may require re-performance and rectification at no additional cost. Completion occurs only upon re-inspection/approval.

6. Risk, Title, and Acceptance

- 6.1. Risk and title pass to ESSL upon delivery.
- 6.2. Goods must be clearly marked as ESSL property and stored separately by the Supplier where applicable, and ESSL representatives may access premises to inspect or collect Goods.
- 6.3. ESSL may inspect the Goods before and at all stages. ESSL may reject Goods at any time up to acceptance. Acceptance is not deemed to occur until final inspection/testing or six months after delivery, whichever is later. Failure to reject does not constitute acceptance.
- 6.4. Upon rejection, the Supplier shall immediately remove and replace, re-supply, repair or re-work the Goods at no extra cost. Delivery is deemed not to take place until compliant replacement Goods are delivered.
- 6.5. ESSL may hold or return damaged Goods at the Supplier's risk and expense and, failing collection within four weeks, may dispose of them at the Supplier's cost.

7. Representations and Warranties

- 7.1. The Supplier warrants that it and its personnel comply and will continue to comply with Applicable Laws and applicable ESSL policies; it has not breached competition law; and signatories are duly authorised.
- 7.2. The Supplier further warrants that Works, Goods and Services:
 - (a) will not be changed without ESSL's written consent.

- (b) are of best available design, quality and workmanship, free from defect (including latent defect).
- (c) in the case of Services, will be performed with reasonable skill and care in accordance with good industry practice.
- (d) conform precisely to the Contract Documentation.
- (e) in the case of Goods, are complete, fully operational and delivered with all parts, tools, safety devices and special appliances.
- (f) are accompanied by appropriate information, warnings and instructions; and comply with applicable standards and regulations.

8. Health and Safety; Supplier Onboarding Requirements

- 8.1. The Supplier shall maintain all licences and consents and comply with all health and safety legislation and site rules. Safe working practices and safety devices must be implemented at the Supplier's expense.
- 8.2. The Supplier shall comply with all applicable UK health, safety and environmental legislation including the Health and Safety at Work etc. Act 1974, COSHH Regulations 2002, and CLP Regulation (EC) 1272/2008, as amended.
- 8.3. The Supplier shall notify ESSL of any health and safety incidents or hazards and ensure personnel carry visible identification and possess appropriate competence certificates and DBS checks where applicable.

9. Price and Payment

- 9.1. The Price shall be as stated in the Order or otherwise agreed in writing. Prices are exclusive of VAT but inclusive of all other charges, costs and expenses including delivery and packaging.
- 9.2. Invoices shall be submitted monthly in arrears unless agreed otherwise and only upon supply of Goods or completion of Works/Services. All invoices must include the Supplier's details, VAT registration, the relevant Contract/Tender/Purchase Order reference, and a detailed breakdown of Goods/Services supplied.
- 9.3. Prompt Payment:
 - (a) ESSL will consider and verify invoices in a timely fashion.
 - (b) valid and undisputed invoices will be paid within 30 days of ESSL determining validity.
 - (c) the Supplier ensure equivalent prompt-payment terms to its sub-contracts.
- 9.4. ESSL will always pay balances in full, however in situations where ESSL supply and receive supply, ESSL may set off any amount owing from the Supplier against any amount payable to the Supplier.
- 9.5. The Supplier is not entitled to suspend deliveries/performance due to outstanding sums for valid and undisputed invoices.

10. Delays and Failures

- 10.1. If the Supplier anticipates it cannot meet its obligations (in whole or part or on time), it shall promptly notify ESSL in writing with reasons and mitigating actions.

- 10.2. On request, the Supplier shall provide schedules/progress reports specifying revised delivery dates and status of performance.

11. Liability, Indemnity, & Insurance

- 11.1. The Supplier is liable for breaches/defaults and for ESSL's losses, including costs of alternative supply, making good defects, additional administrative/legal costs and payments to other suppliers.
- 11.2. As a condition precedent and throughout the Contract, the Supplier shall maintain:
 - (a) Public Liability Insurance: minimum £10,000,000 per claim.
 - (b) Employer's Liability Insurance: minimum £10,000,000 per claim.
 - (c) Product Liability Insurance: minimum £5,000,000 per claim.
 - (d) Professional Indemnity Insurance: minimum £5,000,000 per claim (where applicable).
- 11.3. Evidence of insurance shall be provided to ESSL upon request at any time.

12. Intellectual Property Rights

- 12.1. ESSL retains ownership of its IPR and grants the Supplier a non-transferable, non-exclusive, royalty-free licence to use such IPR only as necessary to perform the Contract.
- 12.2. To the extent IPR do not automatically vest in ESSL, the Supplier assigns to ESSL all IPR in Works, Goods and Services created for the Contract (including reports, drawings, designs and software).
- 12.3. Where exceptionally IPR do not vest in ESSL, the Supplier grants ESSL a permanent, transferable, exclusive, royalty-free licence (with right to sub-licence) to use such IPR for all purposes necessary to enjoy the benefit of the Goods/Services, including repair and manufacture of spare parts. The Contract Price includes the licence fee.
- 12.4. The Supplier warrants that supply and use of the Goods/Services will not infringe third-party rights and shall indemnify ESSL against all losses arising from IPR infringement claims.
- 12.5. If notified of an alleged infringement, the Supplier shall promptly secure rights for ESSL or modify the deliverables to become non-infringing without degrading quality or usability.

13. Confidentiality and Freedom of Information

- 13.1. ESSL may publish information within this Contract, including any variation or modification.
- 13.2. The Supplier acknowledges ESSL's obligations under FOIA and EIR and shall assist ESSL in responding to Requests for Information.
- 13.3. The Supplier shall transfer any Request for Information to ESSL within 2 Business Days of receipt and provide information within 5 Business Days (or as reasonably specified). The Supplier shall not respond directly unless authorised.
- 13.4. ESSL may be required to disclose information (including commercially sensitive information) without consulting the Supplier. ESSL shall determine in its absolute discretion whether exemptions apply.

- 13.5. The Supplier shall keep Confidential Information strictly confidential and use it only for performing the Contract, disclosing it only to those who need to know and who are bound by similar duties of confidence.

14. Compliance with ESSL Policies and Applicable Laws

- 14.1. The Supplier shall obtain and keep up-to-date complete details of Applicable Laws and ESSL policies and ensure compliance throughout.
- 14.2. The Supplier shall pay rates of wages and observe hours and conditions of employment in accordance with UK employment legislation and equality laws and ensure compliance with safeguarding requirements where applicable (including DBS checks).
- 14.3. Anti-bribery: the Supplier warrants it has not committed a Prohibited Act; shall not commit a Prohibited Act; shall comply with the Bribery Act 2010 and Local Government Act 1972; shall maintain adequate procedures to prevent bribery; and shall notify ESSL of any investigation, debarment or request for undue advantage.
- 14.4. The Supplier shall immediately notify ESSL if it becomes aware of, or suspects, any act or omission that may constitute a breach of anti-bribery or anti-corruption laws in connection with this Contract.

15. Data Protection

- 15.1. For the purposes of UK GDPR and the Data Protection Act 2018, ESSL is the Controller and the Supplier is the Processor unless specified otherwise. The Processor shall only process Personal Data on documented Instructions from the Controller and shall comply with Data Protection Legislation.
- 15.2. The Processor shall:
- (a) notify the Controller if an instruction infringes the law.
 - (b) provide reasonable assistance with Data Protection Impact Assessments.
 - (c) implement appropriate technical and organisational measures to protect against a Data Loss Event.
 - (d) ensure Processor Personnel are reliable, trained and bound by confidentiality.
 - (e) not transfer Personal Data outside the UK without appropriate safeguards and the Controller's prior written consent.
 - (f) at the Controller's written direction, delete or return Personal Data on termination unless retention is required by law.
 - (g) promptly notify the Controller of any Data Subject Request, regulatory correspondence or Data Loss Event and assist the Controller in responding.
 - (h) maintain complete and accurate records and allow audits by the Controller or its auditor;
 - (i) not engage any Sub-Processor without prior written consent and only on equivalent terms, remaining fully liable for sub-processors.
- 15.3. The Supplier shall notify ESSL of any personal data breach or suspected breach within 24 hours of becoming aware of it and shall cooperate fully with ESSL in investigating and remediating the incident. The Supplier shall be liable for all losses arising from its breach of data protection obligations under this Contract.

16. Audit

- 16.1. During and after the Contract, ESSL (or its professional advisers/auditors) may access the Supplier's premises, personnel, systems and records to verify compliance, accuracy of prices/charges, investigate fraud or security issues, fulfil statutory audit and reporting obligations and enable inspection by relevant authorities.
- 16.2. The Supplier shall provide all reasonable cooperation, access and assistance. ESSL will normally give at least 5 Business Days' notice unless earlier access is required by law or a regulator.

17. Termination

- 17.1. ESSL may terminate with immediate effect if:
 - (a) the Supplier commits a material breach and fails to remedy within 10 Business Days of notice.
 - (b) the breach is incapable of remedy.
 - (c) there are persistent breaches including KPI/SLA failures.
 - (d) insolvency events occur.
 - (e) there is a change of control; or
 - (f) the Supplier breaches clauses 9, 14 or 15.
- 17.2. Termination is without prejudice to ESSL's other rights and remedies, including claims for losses, expenses and damages. On termination the Supplier shall cooperate in handover and promptly return ESSL property and Confidential Information.
- 17.3. ESSL may terminate this Contract for convenience at any time by giving the Supplier 30 days' written notice. Termination under this clause shall not give rise to any liability for loss of profit or other consequential loss.

18. Assignment and Sub-Contracting

- 18.1. The Supplier shall not assign, transfer, mortgage, charge, subcontract, license, declare a trust over or otherwise deal with its rights or obligations without ESSL's prior written consent.
- 18.2. Consent does not relieve the Supplier of responsibility; the Supplier remains liable for acts/omissions of sub-contractors and must flow down the obligations of this Contract.
- 18.3. ESSL may assign, novate or otherwise deal with its rights/obligations to successor bodies or other entities substantially performing ESSL's functions. A change in ESSL's legal status does not affect the validity of the Contract.

19. Force Majeure

- 19.1. Neither party shall be liable for failure or delay to the extent caused by events beyond its reasonable control.
- 19.2. If such delay continues for 3 weeks, the non-affected party may terminate on 14 days' written notice.

20. Notices

- 20.1. Notices shall be in writing and delivered personally, by pre-paid first-class post/recorded delivery, or by email (except notices under clause 18 which must not be served by email unless expressly permitted).
- 20.2. A notice is deemed received:
- (a) when delivered personally.
 - (b) 48 hours after posting.
 - (c) when sent by email if a delivery receipt is obtained; if outside business hours, at 9:00am on the next Business Day.

21. General

- 21.1. Each right or remedy of ESSL is in addition to any other right or remedy.
- 21.2. If any provision is found invalid or unenforceable, it shall be deemed modified to the minimum extent necessary, and the remaining provisions shall remain in force.
- 21.3. No failure to exercise or delay in exercising any right shall constitute a waiver.
- 21.4. Nothing in the Contract creates a partnership or agency.
- 21.5. Governing Law and Jurisdiction: These Terms and Conditions and any Dispute are governed by the laws of England and Wales, and the parties submit to the exclusive jurisdiction of the English courts.

Schedule 1 – ESSL Policies (as amended from time to time)

Without limitation: Health & Safety Policy; Safeguarding Policy; Anti-Bribery & Corruption Policy; Equality, Diversity & Inclusion Policy; Information Security & Data Protection Policy; Sustainability/Environmental Policy; Modern Slavery Statement; Social Value Policy.

Copies are available on request or via ESSL's website; the Supplier must monitor updates.

Schedule 2 – Data Processing Instructions (template)

The Supplier shall comply with any further written instructions of East Suffolk Services Ltd in respect of processing Personal Data. Any such further instructions shall be incorporated into the relevant Instructions as defined in the Contract.

- a. Subject matter and duration of processing: **[insert]**.
- b. Nature and purpose of processing: **[insert]**.
- c. Type of Personal Data and categories of Data Subject: **[insert]**.
- d. Controller's contact and DPO details: **[insert]**.
- e. Protective measures and security controls: **[insert]**.