

The Valuation Tribunal Service - Short Form Conditions of Contract

These conditions shall not apply where the supply of goods or services is subject to the terms of a framework contract between the Contractor and The Valuation Tribunal Service

1. Definitions - In these conditions:

- (i) "Contract" means the agreement between the VTS and the Contractor comprising the VTS's request for quotation, any specification, the Contractor's quotation, these Short Form Conditions of Contract, the Purchase Order, and any documents referred to therein.
- (ii) "Supplier" means the individual, firm or company with whom the VTS enters into the Contract (including where the context requires any of the Contractor's sub-contractors) as identified in the Purchase Order.
- (iii) "VTS" means the Valuation Tribunal Service.
- (iv) "Goods" means anything (other than Services) supplied or to be supplied to the VTS under the Contract.
- (v) "Purchase Order" means the purchase order issued by the VTS to the Contractor for the supply of Goods and/or the provision of Services.
- (vi) "Services" means all the services that the Contractor is required to carry out under the Contract.
- (vii) "Data protection legislation" means the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR)

2. Conditions for the supply of Goods - Contractor's duties

- (i) The Supplier shall supply the Goods specified in the Contract. Goods may be returned at the Supplier's expense if they do not correspond with the Contract.
- (ii) All Goods shall be delivered, carriage paid, at the place specified and only between 9.00 am and 5.00 pm Mondays to Fridays, unless otherwise agreed by the VTS. A delivery note must accompany the Goods and must specify the quotation reference and the type of Goods being delivered and must also include the VTS's reference number and the Purchase Order number.
- (iii) The cost of packaging will be deemed to be included in the cost of the Goods. If the Supplier requires packaging to be returned, it will be returned at the Supplier's expense.

3. Conditions for the supply of Services - Supplier's duties

The Supplier shall properly perform the Services specified in the Contract with the standard of skill, care and diligence which a competent and suitably qualified person performing such services could reasonably be expected to exercise and in accordance with all relevant statutory requirements and industry best practice. We also expect relevant suppliers to comply with the Secure by Design principles for the work they undertake for us.

4. Environmental Requirements

In providing the Goods or Services the Supplier shall where practical conserve energy, water and other resources, reduce waste and phase out the use of substances damaging to health and the environment.

5. Health, safety and security

The Supplier shall ensure that all of the Supplier's personnel who have access to or are employed on VTS premises comply with the VTS's health, safety and security procedures and instructions and complete any additional security clearance procedures required by the VTS before working at the VTS's premises.

6. Invoices and Payment

The Supplier shall submit an invoice within 30 days of meeting any milestone set out in the request for quotation to the satisfaction of the VTS or otherwise within 30 days of supplying the Goods or Services to the satisfaction of the VTS. The invoice shall show the amount of VAT payable and bear the Purchase Order number. Save where an invoice is disputed, the VTS shall pay the Supplier within 30 days of receipt of an invoice.

7. Corrupt Gifts and Payments of Commission

The Supplier shall not receive or agree to receive from any person, or offer or agree to give to, or procure on behalf of any person in the employment of the VTS, any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person in connection with the Contract.

8. Confidentiality and Data Protection

- (i) The Supplier shall take all reasonable steps to ensure that all persons employed by him or by any sub-contractor in connection with the Contract conform to all legal requirements in relation to unauthorised disclosure of information and computer misuse
- (ii) The Supplier, acting as Processor of personal data received from the VTS, shall comply with all requirements of the data protection legislation, the UK GDPR and any schedule attached to this document.

9. UK GDPR

Under Article 28 of the UK GDPR, where processing is to be carried out on behalf of the VTS, the Supplier shall implement appropriate technical and organisational measures in such a manner that processing will meet the requirements of the UK GDPR and ensure the protection of the rights of data subjects.

The Supplier shall not engage another processor without prior specific or general written authorisation of the VTS.

Under Article 28(3), the Supplier shall:

- (a) process the personal data only on documented instructions from the VTS, including with regard to transfers of personal data to a third country or an international organisation.
- (b) ensure that persons they authorise to process the personal data have committed themselves to confidentiality or are under an appropriate statutory obligation of confidentiality. This includes temporary workers and agency workers who have access to the personal data.
- (c) take all security measures necessary to meet the requirements of Article 32 of the UK GDPR on the security of processing. This includes:
 - Encryption and pseudonymisation;
 - The ability to ensure the ongoing confidentiality, integrity, availability and resilience of processing systems and services;
 - The ability to restore access to personal data in the event of an incident; and
 - Processes for regularly testing and assessing the effectiveness of the measures.
- (d) not engage another processor (a sub-processor) without the VTS's prior specific or general written authorisation. If a sub-processor is employed with the VTS's general written authorisation, the Supplier should let the VTS know of any intended changes and must put a contract in place imposing the same Article 28(3) data protection obligations on that sub-processor. The Supplier is liable to the VTS for a sub-processor's compliance with its data protection obligations.
- (e) Assist the VTS by appropriate technical and organisational measures, insofar as possible, for the fulfilment of the VTS's obligation to respond to requests for exercising the data subjects' rights. It shall also notify (and make full details available of requests and communications) the VTS immediately if in relation to it processing personal data under or in connection with the contract it:
 - receives a data subject request;
 - receives a request to notify, block or erase any personal data;
 - receives any other request, complaint or communication relating to either party's obligations under the data protection legislation;
 - receives any communication from the ICO or any other regulatory authority in connection with personal data processed under the contract;
 - receives a request from any third party for disclosure of personal data where compliance with such request is required or purported to be required by law; or
 - becomes aware of a data loss event.
- (f) Taking into account the nature of the processing and the information available, the Supplier must assist the VTS in meeting its obligations to:
 - Keep personal data secure;
 - Notify personal data breaches to the ICO;
 - Notify personal data breaches to data subjects;
 - Carry out DPIAs when required; and
 - Consult ICO where a DPIA indicates there is a high risk that cannot be mitigated.
- (g) At the choice of the VTS, delete or return all the personal data to the VTS after the end of the provision of services relating to processing, and deletes existing copies unless UK law requires storage of the personal data. Deletion of personal data should be done in a secure manner in accordance with the security requirements of Article 32.
- (h) Make available to the VTS all information necessary to demonstrate compliance with the obligations and allow for and contribute to audits, including inspections, conducted by the VTS or another auditor mandated by the VTS.

10. Disclosure of Information

- (i) To enable compliance with the Freedom of Information Act 2000 and the Environmental Information Regulations, the VTS reserves the right to disclose information about this Contract pursuant to a valid request for information.
- (ii) The Supplier hereby gives consent for the VTS to publish the Contract in its entirety to the general public.
- (iii) The Supplier shall not disclose any information relating to the Contract or the VTS's activities without the prior written consent of the VTS, which shall not be unreasonably withheld.

11. Discrimination

The Supplier shall not discriminate directly or indirectly or by way of victimisation or harassment against any person contrary to legislation relating to any discrimination (whether in race, gender, religion, disability, sexual orientation, age or otherwise) as amended from time to time, including but not limited to the Race Relations Act 1976, the Sex Discrimination Acts 1975 and 1986, the Disability Discrimination Acts 1995 and 2005, the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003 and the Equalities Act 2010.

12. Sub-contracting and assignment

The Supplier shall not sub-contract or transfer, assign, novate, charge, or otherwise dispose of the Contract or any part of it without the prior written consent of the VTS. Where the Contractor enters into a contract with a supplier or sub-contractor for the purpose of performing the Contract or any part of it, it shall cause a term to be included in such contract which requires payment to be made by the Contractor to the supplier or sub-contractor within a period not exceeding 30 days from receipt of a valid invoice as defined by the contract requirements.

13. Intellectual Property Rights

Subject to any prior rights of the VTS or Crown, and to the rights of third parties arising otherwise than under the Contract, such intellectual property rights as are derived from or arise as a result of the performance of the Contract by the Supplier shall vest in the Supplier. The Supplier hereby grants a perpetual, irrevocable, worldwide, royalty-free licence to the VTS and the Crown (and any person authorised by either of them) to use, supply, reproduce, publish, modify, adapt, enhance or otherwise deal with any materials in which such intellectual property rights exist.

14. Termination

If the Supplier fails to fulfil its obligations under the Contract, the VTS may terminate the Contract forthwith by written notice and, in accordance with condition 16, may recover from the Supplier any reasonable costs necessarily and properly incurred by the VTS as a consequence of termination.

15. Break

(i) Without prejudice to condition 13, the VTS shall at any time have the right to terminate the Contract or reduce the quantity of Goods or Services to be provided by the Supplier in each case by giving to the Supplier one month's written notice. During the period of notice the VTS may direct the supplier to perform all or any of the work under the Contract. Where the VTS has invoked either of these rights, the Supplier may claim reasonable costs necessarily and properly incurred by him as a result of the termination or reduction, excluding loss of profit and consequential losses, provided that the claim shall not exceed the total cost of the Contract.

(ii) Termination or reduction under this provision shall not affect the rights of the parties to the Contract that may have accrued up to the date of termination.

16. Loss or Damage

The Supplier shall, without delay and at the Supplier's own expense, reinstate, replace or make good to the satisfaction of the VTS, or if the VTS agrees, compensate the VTS, for any loss or damage connected with the performance of the Contract, except to the extent that such loss or damage is caused by the neglect or default of the VTS. "Loss or damage" includes but is not limited to: loss or damage to property; personal injury; sickness or death; and loss of profits or loss of use suffered as a result of any loss or damage.

16. Recovery of Sums from Supplier

Whenever under the Contract any sum or sums of money shall be recoverable from or payable by the Supplier to the VTS, that amount may be deducted from any sum then due, or which at any later time may become due, to the Supplier under the Contract or under any other contract with the VTS.

17. Insurance

The Supplier shall effect and maintain an adequate level of insurance cover in respect of all risks that may be incurred by him in the performance of this Contract.

18. Notices

A notice may be served: by delivery to the Supplier; by email or facsimile; or by ordinary first class post to the supplier's last known place of business or registered office. A notice shall be deemed served at the time of delivery, after four hours for an email or facsimile, or on the second working day after posting.

19. Law and Jurisdiction

The Contract shall be governed by and interpreted in accordance with the law of England and Wales. The parties hereby submit to the exclusive jurisdiction of the English Courts.

20. Dispute Resolution

In the event of dispute, the parties shall negotiate in good faith to reach a solution. If they do not reach a solution within one month the VTS may refer the dispute to mediation. During the dispute the Supplier shall at the VTS's discretion continue to perform the Contract with all due diligence.

21. Variations to the Contract

No variation to the Contract will be effective until it has been recorded in writing and signed by the VTS and the Contractor.

IN WITNESS whereof the Supplier and the VTS have jointly agreed to enter into a contract for service provision and the duly appointed representatives bind themselves on the first day for the above all written.

Signed	Signed on behalf of the VTS
On behalf of Supplier Address	Valuation Tribunal Service 2 nd Floor, 120 Leaman Street London E1 8EU
Full Name (print)	Full Name (print) Lee Anderson
Job Title	Job Title Director of Operations & Development
Date	Date
Purchase Order Number	

Schedule: Data Protection – to be completed where relevant

1. The Contractor shall comply with any further written instructions by the VTS with respect to processing personal data provided by the VTS.
2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the processing	<i>[this should be high level, short description of what the processing is about]</i>
Duration of the processing	<i>[to include dates]</i>
Nature and purposes of the processing	<i>[Be as specific as possible but make sure you cover all intended purposes. 'Nature' means any 'processing' operation: any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i>
Type of personal data	<i>[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]</i>
Categories of personal data	<i>[Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<i>[Describe how long the data will be retained for, how it be returned or destroyed]</i>