



General terms and conditions of contract

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A. General Provisions

A1. Definitions

'The Company' means Coast & Country Ltd.

'The Contractor' means the supplier of any goods or services under the Contract.

'The Contract' means the documents forming the Contractor's quotation or tender, the Company's acceptance thereof including the Purchase Order, and these conditions. In the case of any discrepancy between these conditions and any of the Company's conditions in the tender documents, the latter conditions shall prevail.


- i. 'Goods' means any things supplied or to be supplied to the Company under the Contract.
- ii. 'Services' means any services provided or to be provided to the Company under the Contract.
- iii. 'The Purchase Order' means the Company's pre-printed and numbered form used by the Company to enter into the agreement to purchase the goods or services.

A2. Entire Agreement

The contract constitutes the entire agreement between the Company and the Contractor and relating to the subject matter of the contract. The contract supersedes all prior negotiations, representations and undertakings, whether written or oral, except that this condition shall not exclude liability in respect of any fraudulent misinterpretation.

A3. Notices

Notices may be served by delivery to the Contractor or by sending them by email, facsimile or by ordinary pre-paid post to the Contractor's registered office when they shall be deemed to be served on the day when in the ordinary course of the post, they would have been delivered.





A4. Mistakes in Information

Where appropriate the Contractor shall be responsible for the accuracy of drawings, documentation and information supplied to the Company and shall pay the Company extra costs occasioned by any discrepancies, errors or omissions therein.

B. Statutory Obligations and Regulations

B1. Collusive Tendering

A declaration relating to collusive tendering in general is required to be signed and returned before any contract can be awarded.

B2. Health and Safety


The Contractor shall comply fully with the provisions of the Health & Safety Legislation and Codes of Practice relevant to any goods and services provided to the Company, and in particular Machinery Directive (89/392/EEC as amended by 91/368/EEC).

When carrying out work at premises owned or occupied by the Company the Contractor will be required to produce a Risk Assessment for the work to be undertaken to satisfy the requirements of the Management of Health & Safety at Work Regulations 1992. For the purpose of providing the Risk Assessment “Comprehensive information” on each establishment is available and acceptance of the contract will assume acceptance of that information.

Where applicable, a Health & Safety Data Sheet must be supplied for any substance deemed hazardous to health within the definitions outlined in the Control of Substances Hazardous to Health Regulations, 1998.

B3. Specifications

All products shall conform to the specification issued by the Company. Where no specification has been issued all products should be of good quality and MUST comply with ALL current British and European Standards. The Contractor may offer alternatives to the British Standard quoted providing that they comply with relevant European Standard or International Standard recognised in the European Community and are of a no lesser standard than specified. No reconditioned or copy parts must be supplied. Any changes to specification must be clearly indicated.





B4. Brands

Brand names can be used by the Company to reduce the lengthy generic descriptions needed, in these cases when a brand is not available from the Contractor an alternative is acceptable as long as it is to the same specification and standard as the branded product.

B5. Labelling and Packaging


Where applicable, labelling and packaging must conform to CHIP II 2002 Regulations & associated ACOPS.

B6. Deliveries and Goods Receiving

The Contractor will supply and deliver to the Company such quantities of the goods as and when requested by the Company at the price specified in the tender. Goods must be delivered free, either direct to the Company stores or to individual sites. Unless otherwise agreed, deliveries should be completed within the delivery period stipulated on the official order form. The goods shall be of the description and specification required.

Whilst every endeavour is made to give an accurate estimate of quantities (where stated), of goods likely to be required during the Tender period the Company reserves the right to order a greater or smaller quantity of any goods and the acceptance of the tender shall not place any obligation upon the Company to take up the quantity estimated.

The Company shall be at liberty to submit to an accredited laboratory, or any other industry recognised body, for analysis any article supplied under contract. In the event of an analysis indicating that such article is not in accordance with the specification and/or the conditions herein the cost of such analysis shall be borne by the Contractor. Any goods delivered which in the opinion of the Company or its appropriate representative shall not be of the stipulated kind, quality, weight or measure or not otherwise approved may be rejected by the Company or its representative. All rejected goods shall be removed by and at the expense of the Contractor immediately after notice of such rejection and the Contractor shall supply and deliver others in lieu thereof for the approval of the Company or its representative. If any rejected goods are not removed within three days of the date on which notice is received by the Contractor then the Company may cause the same to be removed, sold or otherwise disposed of and all expenses incurred in such removal, sale or disposal shall be a debt due from the Contractor and may be deducted or retained from any monies due or which become due to the Contractor. The Company shall not be liable for any damage or loss sustained by the Contractor in its exercise of its rights under this clause.





B7. Acknowledgement

If so required an acknowledgement, complete with the Purchase Order number the type of goods / services offered and the details of address / site shall be forwarded to the Company address or contact advised on the order by facsimile, email or post.

B8. Loss or Damage

The Contractor shall at his own cost reinstate, replace or make good to the satisfaction of the Company, or if the Company agrees, compensate the Company for, any loss or damage connected with the, execution of this Contract. The Company shall reimburse the Contractor for any costs or expenses, which the Contractor incurs in accordance with this Condition to the extent that the loss or damage is caused by the neglect or default of the Company. 'Loss or damage' includes: loss or damage to property; personal injury to or the sickness or death of any person; loss of profits or loss of use suffered because of any loss or damage.

B9. Variation of Contract

This Contract may only be varied in writing with both parties agreement confirmed.

B10. Waste Control / Environment

Waste products and materials arising out of the performance of the Contract shall be dealt with and disposed of by the Contractor, his subcontractors or agents, in compliance with section 34 of the Environment Act 1990.


The Contractor shall take all possible care to ensure that any materials used do not contain CFCs (chlorofluorocarbons), halons and any other environmentally damaging substances.


B11. Contractors Duties

The Contractor shall comply with all Terms & Conditions of Coast and Country and shall provide the Goods and Services properly and efficiently in accordance with the Purchase Order, commencing on the date and enduring for the period specified in the Purchase Order. The Contractor shall comply with any directions given to him by the Company.

B12. Prevention of Corruption / Gifts

In accordance with the Prevention of Corruption Acts and amendments the Contractor shall not offer, give or agree to give to any person in the Companies employment any gift,





consideration or reward in the attainment or execution of the contract. The Company is entitled to cancel any contract awarded resulting from such inducement.

B13. Equal Opportunity Legislation

The Contractor and any employees of the Contractor shall adhere to a policy which complies with the statutory obligations under the Race Relations Acts and Equal Opportunities Legislation. Accordingly they will not discriminate directly or indirectly against any person because of their colour, race, nationality or ethnic origin in relation to decisions to recruit, train, promote, discipline or dismiss employees.

The Contractor and any employee of the Contractor shall observe as far as possible the Commission for Racial Equality's Code of Practice for Employment approved and amended by Parliament, which gives practical guidance to employers and others on the elimination of racial discrimination and the promotion of opportunity in employment including the steps that can be taken to encourage members of the ethnic minorities to apply for jobs or take up training opportunities.


In the event of any finding of unlawful racial discrimination being made against the Contractor or any employee of the Contractor by any court or industrial tribunal, or of any adverse finding in any formal investigation by the Commission for Racial Equality the Contractor shall inform the Company of its findings and shall take appropriate steps to prevent repetition of the unlawful discrimination.

The Contractor shall provide the Company with details of any steps taken under the condition above.

The Contractor shall provide information for the purpose of assessing the Contractor's compliance with the above conditions including examples of any instructions or other documents, recruitment advertisements or other literature and details of monitoring or recruitment of employees.

B14. Data Protection

The Contractor and any employee of the Contractor shall comply with the legal requirements and responsibilities of the Data Protection Act and the Freedom Of Information Act and any amendments thereto. The use of information held by the Contractor or any employee of the Contractor, shall be governed by the eight Data Protection Principles.





C. Control of Contract

C1. Partnering Agreement

The tendering will be evaluated on a price versus quality exercise that may include a presentation on how you will develop this into a long term partnering arrangement with an electronic ordering and billing system that may be introduced as the partnership develops. As part of the partnership aims and objectives the successful Contractor or Contractors may be asked to negotiate for further supply of services or goods and the Company may wish to instigate a discount/rebate scheme based on turnover, with our major Contractors.

C2. Assignment and Sub-Contracting

The Contractor may not without the consent in writing of the Company sub-contract the Services or any part of them and may not assign this Contract or any part of it. In the event that the Contractor, with the agreement of the Company, enters into a sub-contract in connection with the Contract, the Contractor shall ensure that a clause is included in the sub-contract which requires the Contractor to pay all sums due to the sub-contractor there under within a specified period, not exceed 30 days from the receipt of a valid invoice, unless otherwise agreed between the sub-contractor and the Contractor at the time of the award of the sub-contract.

C3. Monitoring Performance / Vendor Rating


The Company adheres to measure performance of all Contractors to give an accurate account of the service levels agreed, pre award and the standards achieved post award. This review benefits both parties and improves quality assurance and supply performance.

C4. Extension of Contract Period

All contracts will be over an agreed period of time from monthly to 10 yearly and all extensions should be requested with written conformation of acceptance. The terms agreed should be as previous including all agreed rates.

C5. Termination of Contract

The Company may terminate the Contract by giving notice to the Contractor depending on need for services or supplies. Any tender accepted is subject to the suitability of the product/service offered, efficiency of service and the maintaining of competitive prices throughout the period of the contract. If the Contractor fails to fulfil his obligations, the Company may terminate the Contract forthwith.





C6. Disputes and Law

Contracts awarded in England shall be governed by and interpreted in accordance with English Law, Any contracts awarded with-in the European Union shall be deemed to be English Law unless written agreement with both parties, Breaches with-in the EU shall be governed by European Law.

Any settlement of disputes between the Company and the Contractor shall be negotiated in good faith.

If a dispute cannot be resolved by both parties this may be referred to mediation, Performance and service shall not be suspended, cease or be delayed in relation to the dispute to mediation the Contractor shall comply fully with the requirements of the contract at all times.

a) A neutral adviser or mediator (“the Mediator”) shall be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 14 days after a request by one party to the other, or if the Mediator agreed upon is unable or unwilling to act, either party shall within 14 days from the date of the proposal to appoint a Mediator or within 14 days of notice to either party that they are unable or unwilling to act, apply to the Centre for Dispute Resolution (“CEDR”) to appoint a Mediator.

(b) The parties shall within 14 days of the appointment of the Mediator meet with them in order to agree a programme for the exchange of all relevant information and the structure to be adopted for negotiations to be held. If considered appropriate, the parties may at any stage seek assistance from CEDR to provide guidance on a suitable procedure.


(c) Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings.


(d) If the parties reach agreement on the resolution of the dispute, the agreement shall be reduced to writing and shall be binding on the parties once it is signed by their duly authorised representatives.

(e) Failing agreement, either of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. Such an opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings relating to the Contract without the prior written consent of both parties.

(f) If the parties fail to reach agreement in the structured negotiations within 60 days of the Mediator being appointed, or such longer period as may be agreed by the parties, then any dispute or difference between them may be referred to the courts.

All disputes, differences or questions between the parties to the contract with respect to any matter or thing arising out of or relating to the Contract, other than a matter or thing as to which the decision of the Client is final and conclusive, which cannot be resolved in accordance with mediation, shall be referred to the arbitration of two persons, one appointed





by the Client and one by the Contractor, in accordance with the provisions of the Arbitration Act 1996 or any statutory modification or enactment thereof.

C7. Liabilities and Insurance

The Contractor must take reasonable care to ensure that in the execution of the Contract it does not disrupt the operations of the Company, their employees or any other Contractor employed by the Company. The Contractor shall immediately inform the Client of any actual or potential industrial action, whether such action be by their own employees or others, which affects or might affect their ability at any time to deliver the Goods or execute the services in accordance with the requirements of the Contract. In the event of industrial action by the Contractor's staff, suppliers or sub-contractors, the Contractor shall seek the Companies written approval to their proposals to deliver the Goods or maintain the service. If the Contractor's proposals are considered insufficient or unacceptable by the Company, then the Contract may be terminated.

If the Contractor is temporarily unable to fulfil the requirements of the Contract owing to disruption of normal business by direction of the Company, an appropriate allowance by way of extension of time will be approved by the Company. In addition, the Company will reimburse any additional expense incurred by the Contractor in fulfilling the provisions of the Contract as a result of such disruption.


C8. Force Majeure


Neither party shall be liable to the other party for any delay in or failure to perform its obligations under the Contract (other than a payment of money) if such delay or failure results from circumstances beyond the party's reasonable control known as Force Majeure. For the purpose of this condition, "Force Majeure" means any event or occurrence which is outside the reasonable control of the Party concerned, and which is not attributable to any act or failure to take preventive action by the Party concerned. It does not include any industrial action occurring within the Contractor's organisation or within any sub-Contractor's organisation.

D. Payment and Price

D1. Contract Price

All tendered prices must be in the units indicated and all prices submitted should be exclusive of VAT. Tendered prices must remain firm for the first 90 days of the contract. and wherever possible for the first 12 months. **Please indicate which items/goods are subject to a fluctuating price basis.** If the price quoted is dependent upon order quantity, the quantity bands and corresponding prices should be indicated.





With the exception of specific items, which are clearly marked, prices quoted should be exact and not discounts off list prices. Where discounts are requested they must be off the manufacturers current trade price lists. A copy of the manufacturers price list is an essential part of the Tender and must, therefore be included in the documents and marked with the Contractors name. Failure to do so could make the Tender ineligible for consideration. Successful Contractors will be responsible for distributing up-to-date price lists.

D2. Price Variation

All requests for price changes are subject to thirty days written notification. Requests for price changes must be accompanied by written evidence of the manufacturers price increase or addressed to The Purchasing Section, 14 Ennis Square, Dormanstown, Redcar, TS10 5JU. An acknowledgement of all price requests will be sent advising acceptance or rejection if applicable. Please note that all orders placed by the Company for collection/delivery prior to the effective date must be honoured at the old price notwithstanding the actual date of collection/delivery.

D3. Recovery of Sums Due

Wherever under the Contract any sum of money is recoverable from or payable by the Contractor, that sum may be deducted from any sum then due, or which at any later time may become due, to the Contractor under the Contract or under any other agreement or contract with the Client or with any department, agency or authority of the Crown.

At the end of the Contract Period (and howsoever arising) the Contractor shall forthwith deliver to the Company upon request all the companies equipment, materials, documents, information, access keys and other materials relating to the Contract in its possession or under its control or in the possession or under the control of any permitted suppliers or sub-contractors and in default of compliance with this provision the Company may recover possession thereof and the Contractor grants licence to the Company or its appointed agents to enter for the purposes of such recovering any premises of the Contractor or its permitted suppliers or sub-contractors where any such items may be held.

D4 Payment

On the satisfactory delivery of goods or services to the Companies premises the Company shall make payments within 30 days of receipt of the Contractors invoice. Invoices should not be forwarded until all the goods and services have been delivered. Stage payments and periodic payments can be agreed with-in a generic specification relating to an individual contract type.

