



Reference :	A	R

8 Lady Chapel Close, Liverpool, L1 7BZ

## Pre-Qualification Questionnaire

I would be grateful if you could complete this questionnaire as fully as possible, and return it to the address at the top of this page by no later than 12 noon Thursday 14<sup>th</sup> April 2011 and also in electronic format to [neil@theshorts.go-plus.net](mailto:neil@theshorts.go-plus.net)

Where it is intended to form a partnership/consortium the lead Organisation completing this questionnaire should, upon request, be able to supply details of the other organisations that would form the partnership/consortium.

Where sub-contractors are to be used the Organisation completing this questionnaire should, upon request, be able to supply details of the organisations to which the services will be sub-contracted.

If you have any query about completing this questionnaire, please contact: Neil Short on 0151 708 8559 or via e-mail at [neil@theshorts.go-plus.net](mailto:neil@theshorts.go-plus.net)

1. Name of Company:  
.....
2. Address for correspondence and purchase orders to be sent to:  
.....  
.....  
Postcode:.....
3. Contact .....
4. Telephone:..... Fax: .....
5. Registered office name and address (if different from above):  
.....  
.....  
Postcode: .....
- Telephone: ..... Fax:.....

### 6. Freedom of Information & Government Transparency Agenda

St James in the City has obligations and responsibilities under the Freedom of Information Act (2000) to provide on request, access to recorded information held by it. In addition, under the Governments Transparency Agenda, St James in the City has a duty (within the provisions of the Data Protection Act 1998, Freedom of Information Act 2000 and the Environmental Information Regulations 2004), to publish expenditure over £500.00 For this purpose, expenditure includes tenders, contracts and payments. Applicants who consider that any information submitted in the Questionnaire or other bid/tender documents, or subsequently should not be disclosed to a third party because of its sensitivity should provide a schedule of that information.

**The Schedule should contain:**

- (a) Full reasons as to why it is considered to be likely to prejudice the commercial interest of the tenderer or a trade secret by disclosure of that information and would therefore constitute an actionable breach of confidence. Please note that the commercial interest exemption is subject to a public interest test. That is, we, St James in the City, can only withhold commercially sensitive information where the public interest in maintaining the exemption outweighs the public interest in disclosing information.
- (b) Reasonable timescales during which that information should not be disclosed.

St James in the City has developed a Freedom of Information Policy that outlines the main obligations under the Act and the procedures to be followed when a request is received.

This document is designed to provide specific guidance in respect of requests for procurement related information.

**7. Procurement Equality Standard and Business Equality Policy**

**The Procurement Equality Standard** sets out the evidence required by St James in the City from a Company applying for a select list, approved list or pre-tender application, etc. The Standard must be used to judge whether a company has complied with the following procurement questions in the select list application process.

- 8. Do you comply with the Sex Discrimination Act 1975 and the Equal Pay Act 1970?

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- 9. Do you undertake to comply with the Disability Discrimination Act 1995?

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- 10. Is it your policy to comply with your statutory obligations under the Race Relations Act 1976 and accordingly, your practice not to treat one group of peoples less favourably than another because of their colour, race, nationality or ethnic origin when deciding to recruit, train or promote employees?

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- 11. Do you observe as far as possible the Commission for Race Equality's Code of Practice for Employment, as approved by Parliament in 1983, which gives practical guidance to employers and others on the elimination of racial discrimination and the promotion of equality 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? (If so, please enclose evidence)

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St James in the City will use its Procurement Equality Standard as the checklist against which evidence of compliance with the equality questions above will be assessed. A company must provide a copy of their Equality Policy / Statement or relevant documentation to evidence compliance. A company that cannot comply with the essential requirements of the Procurement Equality Standard requirements (1, 2 and 3) will not be considered for St James in the City select lists, approved lists or pre-tender applications, as they have not shown evidence of compliance with UK legislation.

The Procurement Equality Standard checklist is included within the tender application pack so that companies understand the evidence that they need to present to demonstrate their commitment to equalities.

It does not reflect the company's ability to meet specific requirements to any given tender and therefore should not be seen as an additional tender assessment tool. It is rather a general assurance to St James in the City that a company complies with their duties under UK equality legislation.

It enables St James in the City to provide evidence, on request, that it is meeting its statutory duty to eliminate unlawful discrimination and promote equality of opportunity and good relations between people of different racial groups within its procurement processes.

To demonstrate compliance with equality legislation St James in the City requires the following evidence from your company. Please show explicitly where the evidence for each requirement is stated within your Equality Policy / Statement or relevant documentation by indicating the page and line number where it appears.

A company that does not meet the essential requirements (1, 2 and 3) will not be considered.

<b>Procurement Equality Standard Requirements</b>		
<b>Essential Requirements</b>	<b>Met</b>	<b>Page / paragraph?</b>
1. The Company's Equal Opportunities Policy / Statement includes explicit commitment to comply with the following Acts, including any subsequent amendments; <ul style="list-style-type: none"> <li>• Equal Pay Act 1970</li> <li>• Sex Discrimination Act 1975</li> <li>• Race Relations Act 1976</li> <li>• Disability Discrimination Act 1995</li> <li>• EU Employment Directives 2003 (Religion, Sexuality)</li> <li>• Gender Recognition Act 2004</li> <li>• Disability Discrimination Act 2005</li> <li>• Equality Act 2006 • EU Employment Directives 2006 (Age)</li> <li>• Equality Act 2010</li> </ul>	Yes/No	
2. The Company's Equal Opportunities Policy / Statement includes explicit commitment to observe as far as possible the Commission for Race Equality's Code of Practice for Employment	Yes/No	
3. The Company's Equal Opportunities Policy / Statement make it explicitly clear that victimisation, discrimination and harassment are disciplinary offences within the company	Yes/No	
<b>Desirable requirements</b>	<b>Met</b>	<b>Page / paragraph?</b>
4. The Company's Equal Opportunities Policy / Statement identifies the senior position within the company with overall responsibility for the policy and its effective implementation	Yes/No	
5. The Company's Equal Opportunities Policy / Statement includes explicit commitment to regular reviews of the policy	Yes/No	

### **Contract Provider Employment Equality Monitoring**

Equality employment legislation requires all employers to monitor the profile of their workforce by gender, race and disability and take action to improve under representation of any group. To ensure compliance with this legislation St James in the City requires successful bidders to complete supply Employment Equality Data Template following the award of contract.

This requirement must be highlighted in the process documents or the invitation to tender documentation. A representative of the company is asked to sign a declaration agreeing to supply Employment Equality Data to support Employment Equalities Duties on acceptance of the tender by St James in the City.

Each successful provider must be asked to complete workforce equality monitoring profiles. Process documents need to include appropriate wording to inform bidders of the requirement, should they be successful in award, to provide relevant data:

*“Under equality legislation St James in the City has a general duty to eliminate discrimination and harassment, promote equality of opportunity, and promote good relations and cohesion within a diverse community. This duty applies to employment practices wherever people are employed to deliver works goods or services funded by public money. The duty applies whether staff are employed directly by the Company or indirectly by agencies delivering services in partnership with the Company or by third party agencies commissioned to deliver the required Services.”*

*“All successful companies will be asked to provide a profile of their workforce by gender, ethnicity and disability. Companies with 250 or more permanent staff will be asked to complete profiles of their top paid 5% of staff. The company’s workforce profile will be analysed against an appropriate labour market equality profile. Where there is evidence of under representation of a particular group in the workforce St James in the City’s Equality Officer may contact the company to identify what action it is taking to address the under representation and offer guidance on good practice. Additional workforce profiles may be requested at least once a year.”*

*“To ensure compliance, successful bidder(s) will be required to complete the St James in the City’s Employment Equality Data following the award of the contract. You are required to confirm acceptance of this provision at the time of submitting any tender to St James in the City by signing the declaration below:”*

**DECLARATION**

I/We \_\_\_\_\_ (company name) hereby undertake and agree, on acceptance of this tender by St James in the City, to supply Workforce Profile Data to support Employment Equalities Duties.

COMPANY \_\_\_\_\_

SIGNATURE (who is duly authorised on behalf of the Company) \_\_\_\_\_

PLEASE PRINT NAME IN BLOCK CAPITALS \_\_\_\_\_

DESIGNATION \_\_\_\_\_

TELEPHONE NUMBER \_\_\_\_\_

**Employment Equality Data Template**

Employment Equality Monitoring Information: E1 to E3 to be completed by all successful companies, E4 - E6 to be completed by companies with more than 250 permanent staff

Employment Equality Data Performance Indicators	
E1	Percentage of contractor’s permanent staff that are female
E2	Percentage of contractor’s permanent staff declaring that they meet the Disability Discrimination Act disability definition
E3	Percentage of contractor’s permanent staff from minority ethnic communities.
E4	Percentage of the top 5% of contractor’s permanent staff that are female
E5	Percentage of the top 5% of contractor’s permanent staff declaring that they meet the Disability Discrimination Act disability definition
E6	Percentage of the top 5% of contractor’s permanent staff from minority ethnic communities.

## **Business Equality Policy**

**For Contractors without a Business Equality Policy, or your own policy does not meet sections 1,2,3 on the previous page**, St James in the City has produced one that includes all the requirements for compliance with the Procurement Equality Standard. If your company wishes to adopt the Business Equality Policy then you must complete the Business Equality Policy and the relevant Equality Action Plan as indicated. Please retain a copy for your own reference and return a signed copy of the Business Equality Policy and relevant Equality Action Plan with the application documents.

If a company returns a signed copy of the Business Equality Policy and relevant Equality Action Plan then they have met the Procurement Equality Standard.

## **Business Equality Policy**

The purpose of this policy is to ensure equal opportunities for all workers, job applicants, clients and customers, irrespective of race, gender, age and disability. We value a diverse customer base and the individuality and creativity that every worker potentially brings to the workforce.

### **Operating principles**

We are committed to observe as far as possible:

- \* The Commission for Race Equality's Code of Practice for Employment
- \* The Disability Rights Commission's Code of Practice for Employment
- \* The Disability Rights Commission's Code of Practice for the Rights of Access to Goods, Services, Facilities and Premises
- \* The Equal Opportunities Commission's Code of Practice for Employment

We will comply with the following Acts and their subsequent amendments; the Equal Pay Act 1970, the Sex Discrimination Act 1975, the Race Relations Act 1976, the Disability Discrimination Act 1995 and 2005, the Human Rights Act 1998, Gender Recognition Act 2004, the Equality Act 2006 and EU Employment Directives.

Workers, job applicants, visitors, clients and customers will be treated fairly, openly and honestly, and with dignity and respect.

No job applicant or worker will receive less favourable treatment on grounds of race, gender, age or disability.

Equality of opportunity is about good employment practice and makes sound business sense. Steps will be taken to make sure all business practices ensure equal opportunities.

Recruitment, training and promotion opportunities will be made as widely available as possible.

Selection criteria for employment, training and promotion opportunities will be entirely related to the job.

Employment decisions on recruitment, promotion and training will be made solely on the basis of merit.

Everyone has the right to work and do business in an environment free of unlawful discrimination, harassment and victimisation.

We will not tolerate such behaviour under any circumstances.

Disciplinary action, including dismissal, may be taken against any worker found responsible for harassment, discrimination or victimisation.

Any worker or trainee who believes he or she is being discriminated against, victimised or harassed should raise the matter through the company's complaints procedure.

This policy is fully supported by (please sign)

\_\_\_\_\_ (delete as applicable) the owner / named senior manager / senior management team.

We will ensure that all our workers, customers and clients are aware of the policy, and that they understand that they are responsible for observing it.

Our equality action plan outlines the steps we will take to give effect to this policy.

We will monitor the action plan and review the progress we have made each year, to make sure the policy is achieving its aims.

## Equality Action Plan

\_\_\_\_\_ (named senior manager) is responsible for the equality policy and for putting the equality action plan into practice.

We will circulate our equality policy to job applicants and all workers, and their representatives, by enclosing copies in induction material and application packs, and by placing them on our website and on company notice boards.

We will make sure the equality policy applies to all our activities.

We will monitor the equality policy, for example, by collecting and analysing information about the age, disability, gender and ethnic background (an equality profile) of job applicants and all workers, at each level in the company.

If we find under-representation of any particular group (e.g. disabled people, people from ethnic minorities or people of a certain gender or age), we will:

- include a statement in our job advertisements, positively encouraging people from those groups to apply;
- make sure our job advertisements reach them;
- consider using minority and specialist media for our job advertisements;
- consult specialist agencies, such as Job Centre Plus, for advice;
- make sure the criteria for selection are entirely job-related;
- review and revise the company's policies, practices and procedures; and consider taking positive action to provide training specifically for under-represented groups.

We will make sure all our workers know and understand our harassment policy and complaints procedure, by: circulating the policy and procedure to all staff and displaying both on company notice boards; and holding staff meetings to explain and discuss the policy.

Senior managers and other staff involved in recruitment and handling complaints will receive training in equality and the law on discrimination.

We will ensure fair and equal access to goods, services, facilities, premises and information to meet the needs of our customers in line with the requirements of law.

We will consider using external agencies to support and advise us on equality matters.

Our aim is to serve all members of the community. If people from particular group (e.g. disabled people, people from ethnic minorities or people of a certain gender or age), are under-represented among our customers, we will develop marketing and other strategies to reach them.

12. What is your company

Tick as appropriate

Plc

Private company

Manufacturer

Distributor

Sole Trader

Partnership

Other (please state) .....

Date established: .....

13. You are required to provide a Company profile including management structure. ....

14. Have any of the officers been bankrupt or involved in a Company which has been liquidated or gone into receivership? (If so, please give details) .....

15. You are required to provide evidence of your Company's proof of Liquidity/ Non-Bankruptcy .....

16. Has any officer been employed by St James in the City? (If so, please give details) .....

17. Please state if any officer has a relative(s) who is employed by St James in the City at a senior level? .....

**REGISTRATION**

Where a limited company complete questions 18-22, however, Companies currently registered in the UK should answer the following questions substituting where relevant the appropriate professional, commercial or other register applicable within their domestic jurisdiction.

18. Please state the Company's date of registration and registration number under Companies Act 1985. ....

19. Date of registration and registration number under Industrial and Provident Societies Act 1965 to 1978. (if applicable) .....

20. If the company is a member of a group of companies, give the names and addresses of the ultimate holding company and associated companies. State the relationship clearly. Also if your Company is a subsidiary you should provide the registration number and registered office of the parent Company. ....

21. Include a family tree if available

ENCLOSED	
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Tick if enclosed

22. Would the group or the ultimate holding company be prepared to guarantee your contract performance as its subsidiary?

YES	NO
-----	----

Tick as appropriate

**TECHNICAL CAPABILITY AND REFERENCES**

23. Please state the name and reference of the contract for which you are applying

24. Has your company ever had a contract terminated or your employment determined under the terms of a contract?

YES	NO
-----	----

Tick as appropriate

25. Has your company ever **not** had a contract renewed for failure to perform to the terms of a contract?

YES	NO
-----	----

If the answer to any of questions 24-25 above is yes, please enclose details.

ENCLOSED	
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Tick if enclosed

26. Is your company or any part of it quality assured under BS EN ISO 9001 or an equivalent standard for quality management systems?

YES	NO
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27. If the answer to 26 is yes, please state date of registration, registration number, certification body and the part of the company which is registered. -----  
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28. If the answer to 26 is no, do you intend to acquire quality assurance registration and if so when?

YES	NO	
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29. If not, do you operate a quality system based on the principles laid down in BS EN ISO 9001? Please enclose details.

ENCLOSED	
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Tick if enclosed

30. State below the approximate number of employees in your company engaged in the type of work for which you are applying. Please ensure that the information given relates solely to the company or division and not the whole of the group, if your company forms part of a group.

TYPE OF STAFF	NUMBER
MANAGEMENT	
PROFESSIONAL / TECHNICAL	
ADMIN / CLERICAL	
OPERATIVE SUPERVISOR	
OTHERS	

31. What qualifications or experience does your staff have which are relevant to the work which is the subject of this application? Please list.

STAFF	QUALIFICATIONS/EXPERIENCE

32. a) You should provide detail of the number and roles of staff directly employed by your Company who would support this contract -----  
-----
- b) You should provide detail of any element of the service required which your Company would intend to sub-contract to another Undertaking -----  
-----

**ABILITY AND EXPERIENCE OF SIMILAR WORK**

33. Please list on following page the full names, addresses and other details of at least three organisations for which your company has carried out similar services within the last three years. The information given should cover the whole range of work for which your company wishes to be considered.

**(NB: You may use additional sheets if necessary, but please mark clearly Question 33)**

***Schedule of contract/agreements held by your company over the last five years for the provision of a similar service for which your company is wishing to be considered.***

	Name & address of Organisation & Dept (where applicable)	Supervising Officer/Contract Manager	Contact details for Officer/Manager	Total contract value	Period of contract	Type of work/service provided	Date of commencement of contract
1							
2							
3							
4							

**HEALTH AND SAFETY**

All applicants must complete this Section, however, Companies not currently operating in the UK should attempt to answer each of the following questions, substituting where relevant the appropriate legislation/Codes of Practice etc which are applicable within their domestic jurisdiction.

34. Give the name of the officer or other person responsible for the implementation of your company's safety policy -----  
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35. Please enclose a copy of the company's Health and Safety policy, Specified Risk Assessments and arrangement or other declaration or information / instruction issued by your company as necessary to protect health and safety and prevent risks at work.

ENCLOSED	
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Tick if enclosed

36. Has your company, during the last three year's been prosecuted for contravention of the Health and Safety at Work Act 1974 or equivalent national legislation? Has your company been the subject of a formal investigation by the Health and Safety Executive, or similar national body charged with supervision of health and safety standards? (If so, please give full details) -----  
-----  
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ENCLOSED	
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Tick if enclosed

37. How are your health and safety policies and procedures communicated to your staff, and administered within your company? (Please supply details) -----  
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ENCLOSED	
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Tick if enclosed

**FINANCIAL STANDING**

38. What is the name of the person in the company responsible for financial matters, and what position does he/she hold? -----  
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39. You are required to provide either:  
 a) a reference from you Principal Banker, or  
 b) a letter on your headed notepaper, signed by an authorised signatory, authorising St James in the City to seek a financial reference from your principal Banker.

ENCLOSED	a)	b)
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Tick if enclosed

40. Please enclose copies of accounts (audited if relevant) and annual reports for the last 2 years, to include:  
 - Balance Sheet  
 - Profit and Loss Account and Cost of Sales  
 - Full Notes to the Accounts - Director's Report / Managing Partner's Report  
 - Auditors Report

ENCLOSED	
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Tick if enclosed

41. Please give details of your annual turnover in respect of the work for which you are applying over the past three years. -----  
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42. If your most recent published accounts you are submitting are for a year ended more that 10 months ago, can you confirm that the company as described in those accounts is still standing? -----  
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43. If yes to 42, please enclose a statement of turn over since the last set of published accounts.

ENCLOSED	
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Tick if enclosed

44. Please give details of any outstanding claims or litigation against the firm on a separate sheet.

ENCLOSED	
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Tick if enclosed

**TAXATION**

45. VAT Registration Number -----  
-----

**INSURANCE**

46. Please give details of insurance as indicated below, supplying in each case a copy of the policy held by you in relation to that insurance.

a) Employers Liability Insurance held

Insurer	
Policy Number	
Limit of Liability	
Expiry Date	

b) Public Liability (Third Party) Insurance held.

Insurer	
Policy Number	
Limit of Liability	
Expiry Date	

47. Is your partnership a limited liability partnership under the Limited Liability Partnerships Act 2000 and Regulations 2001?  
-----

48. In conducting work or services for public bodies, does your organisation comply with the Human Rights Act 1998?

Please Tick.            YES        NO

49. In the last three years, has any court or tribunal found that your organisation has discriminated against someone or has the Commission made a finding against your Organisation.

Please Tick            YES        NO

If Yes, what steps did you take as a result of that finding? Please give details  
-----

50. Please provide confirmation supported by any related evidence (a certificate signed by the company secretary will suffice) that none of the exclusionary conditions in the Public Contracts Regulations 2006 applies.

ENCLOSED	
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Tick if enclosed

51. Has your organisation or any staff within your organisation, who would, in any way be involved in performing the services, committed a criminal offence relating to the conduct of a business or profession or any offence of dishonesty?

Please Tick            YES        NO

52. Is your organisation or any of your proposed partners currently involved in any legal proceedings (including arbitration) with any other organisations?

Please Tick                      YES              NO

If Yes, please provide full details including:

- Name
- Date Nature of offence and penalty.

53. Are there any issues, current or likely, in relation to your organisation or proposed partners that may give rise to any conflict of interest?

Please Tick                      YES              NO

54. Has your firm ever suffered a deduction or an award for liquidated and ascertained damages in respect of any contract within the last five years?

Please Tick                      YES              NO

55. Have any of your firm's contracts ended early by mutual agreement following allegations of default on your Organisation's part or for any other reason?

Please Tick                      YES              NO

56. Confirm that your Employers, Public Liability and Professional Indemnity Insurance Policies relevant to this contract include a "Principals," clause, which would indemnify St James in the City in the event of claims arising from your activities whilst working for St James in the City?

Please Tick                      YES              NO

57. Please give details of how your firm deals with complaints claims by a third party and policy on customer care. Please provide details.

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***When you have completed the questionnaire please read and sign the section below***

**UNDERTAKING**

I/We certify that the information supplied is accurate to the best of my/our knowledge and that I/We accept the conditions and undertakings requested in the questionnaire. I/We understand that false information could result in my/our exclusion from the tendering exercise.

I/We also understand that it is a criminal offence, punishable by imprisonment, to give or offer any gift or consideration whatsoever as an inducement or reward to any servant of a public body and that any such action will empower St James in the City to cancel any contract currently in force and will result in my/our exclusion from the tendering exercise.

I/We have read the attached standard terms and conditions.

I/We understand and agree that any subsequent transaction between us will be subject to the terms and conditions of St James in the City

Signed .....

NAME (BLOCK CAPITALS) .....

POSITION IN COMPANY .....

For and on behalf of ..... Date .....

Please note, that the term 'company' refers to: sole practitioner, partnership, incorporated company, charity, co-operative as appropriate. The undertaking should be signed by the applicant, a partner or authorised representative in his/her own name and on behalf of the company.

Before returning this application package, please ensure that you have:

- answered all questions appropriate to your application
- enclosed all relevant documents
- signed the above undertaking

**Any additional information you may wish to include:**

.....  
.....  
.....  
.....  
.....  
.....  
.....

# Standard Conditions of Contract

1. For the purpose of these Conditions of Contract the following meanings shall apply:-

(a) "St James in the City Officer" shall mean the Director for the time being of LivServe Limited for which the goods shall be required and shall as regards the taking of any action or the giving of any order, instruction or notice, by or on behalf of St James in the City include the Chief Executive for the time being of LivServe Limited.

(b) The Contractor shall mean and include the company, body, person or persons and its or their successors, executors and administrators whose tender is accepted by St James in the City and in the case of joint Contractors shall be deemed to bind them jointly and severally.

(c) The Contract Documents shall mean collectively the tender accepted by St James in the City and all documents annexed to or referred to in the form of Offer.

(d) "St James in the City" shall mean the "St James in the City in the Diocese of Liverpool" and any diocesan authority which may succeed to, or replace St James in the City in the exercise of its diocesan functions.

2. The Contractor shall apply and deliver the goods to St James in the City at the place or places specified in the Contract Documents or in any order given by St James in the City's Officer in such quantities and in such manner and at such time as the St James in the City's Officer so orders in writing and shall be such quantity or type at the rates or prices respectively set out in the Contract Documents. All goods supplied in accordance with this agreement shall be delivered free of charges and at the Contractor's risk unless the Contract Documents provide otherwise.

3. The rates and prices set out in the Contract Documents are to be on a fixed price basis unless the Contract Documents provide otherwise agreed no modification or variations would be allowed during the period of validity of the Agreement. The Contract Document should show whether VAT will be applicable and at what rate.

4. The whole of the goods supplied shall: -

(a) be of the best of their kind and free from all defects; and (b) conform as to quantity, quality and description with the particulars specified in St James in the City's Documents; and (c) be equal in all respects to the samples, patterns or specifications provided by either the Contractor or St James in the City; and (d) be capable of any standard of performance specified in the Contract Documents; and (e) be of a design, construction and quality which complies with all relevant requirements of any Statute, Regulation or Order in force when the goods are supplied.

5. Where goods are supplied by the supplier to St James in the City which are of hazardous, dangerous or noxious nature, such goods or receptacle or container in which the goods are stored or transported shall be clearly marked so as to show: -

(a) the nature of the goods (if not apparent on inspection) (b) any particular hazards associated with the goods (c) any particular precaution involved in handling the goods (d) any measures to be taken in case of accident (peculiar to the nature of the goods)

6. Where any appropriate specification or code of practice issued by the British Standards Institute or the Department of the Environment Euro standard or similar national standards or other EC member states, (provided that they meet the British equivalent) is current at the date when the goods are supplied, all goods and materials used or supplied and all workmanship shall not be less than that standard unless otherwise agreed in writing by the St James in the City's Officer or specifically stated in the Contract Documents.

7. At the time of delivery, the Contractor must furnish St James in the City's Officers with an advice or delivery note containing particulars of the quantities, weights, prices and descriptions of all goods delivered at the time. Should any costs be incurred by St James in the City in consequence of the neglect of the Contractor in this respect, it shall be lawful for St James in the City to retain the amount of such costs from the amount of any monies due to the Contractor unless St James in the City shall exercise its right under Clause 10 or 11 hereof in which event the provision of Clause 10 and 11 shall apply to such a breach.

8. Property in the goods and risk shall only pass when the goods have been delivered to St James in the City at the specified delivery point, and an officer of St James in the City has accepted delivery.

9. An invoice for the entire sum due to the Contractor for each delivery of goods under this Agreement shall be delivered or sent to St James in the City's Officer by the Contractor immediately after the dispatch of such goods. No payment will be made until St James in the City's Officer has certified that the goods have been supplied in accordance with the Contractor, and until payment has been approved by St James in the City. Where VAT is chargeable, proper tax invoices complying with prevailing VAT legislation must be provided by the Contractor

10. St James in the City's Officer shall be at liberty to reject any goods if the Contractor has not complied with all the provisions of Clauses 2,4,5,6 and 7 hereof. Rejected goods must be removed by and at the expense of the Contractor within two days after notice of the rejection has been given to him. If not so removed, St James in the City may cause such goods to be removed and charge the Contractor with the expenses incurred in such removal.

11. If the Contractor does not deliver any goods at the time ordered by St James in the City, or if the Contractor does not deliver any goods in replacement of any goods under Clause 10 hereof within such time as is allowed by St James in the City's Officer, then St James in the City shall be at liberty to purchase from any other person(s) goods in place of those not delivered or so rejected and any loss thereby sustained by St James in the City shall be recoverable from the Contractor by St James in the City.

12. In the event of any breach or non-performance of any of these conditions by the Contractor, St James in the City may, without prejudice to any other remedies which might lie to St James in the City, terminate the Agreement and purchase the required goods from any other person(s) and any loss thereby sustained by St James in the City shall be debt payable by the Contractor to St James in the City.

13. If any monies shall become due to St James in the City from the Contractor by the operation of Clauses 10,11, or 12 hereof, then they may be deducted from any monies due or to become due to the Contractor.

14. St James in the City shall be entitled to cancel the Agreement and to recover from the Contractor the amount of any loss resulting from such cancellation if the Contractor shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any such act in relation to the obtaining or execution of this Agreement or any other Agreement with St James in the City, or for showing or forbearing to show disfavour to any person, in relation to the Agreement or any other Agreement with St James in the City, or if the like acts shall have been done by any person employed by the Contractor or acting on its behalf (whether with or without the knowledge of the Contractor) or if in relation to any Contract with St James in the City the Contractor or any person employed by it or acting on its behalf shall have committed any offence under the Prevention of Corruption Acts 1889-1916.

15. The Contractor shall not transfer or assign directly or indirectly or sub-contract or underlet to any company, body, person or persons whomsoever this Agreement or any part thereof without the written consent of St James in the City's Officer and in the event of St James in the City's Officer giving any such consent as aforesaid (which shall be in his absolute discretion), the Contractor shall be responsible for all work done by such sub-contractor or sub-contractors and for such work being carried out under the same conditions as if executed by the Contractor and shall be responsible for the observance of Clause 15 hereof by such sub-contractor or sub-contractors.

16. Where the quantity specified in the Contract Documents is described as estimated, St James in

the City may order a greater or lesser quantity of the said goods than that indicated, the quantities being more estimates of St James in the City's requirements based on the past consumption; otherwise the quantity is fixed.

17. Where the cost of the goods supplied includes a refundable deposit on a container or other packing for the goods, the Contractor shall collect the container or packing from St James in the City at his own cost when requested to do so by St James in the City's Officer.

18. St James in the City's Officer may at any time countermand any order given and in every such case the Contractor shall have no claim in respect of any goods required by such order unless the same be of the quality and description ordered and authorised by this Agreement and shall have been delivered at such place as may be stipulated by St James in the City's Officer in the order before the time of such countermand in accordance with these Conditions of Contract.

19. St James in the City does not accept any responsibility whether in contract, negligence, trust or in any other way whatsoever, to consider any tender, and does not bind itself to accept the lowest or any tender and reserves the right to accept the whole or part or parts of any tender. St James in the City shall not be responsible for any costs incurred by the Contractor in preparing the tender.

20. Canvassing Members of St James in the City church is prohibited.

21. From time to time St James in the City may at its discretion order tests and/or analysis of any goods supplied by the Contractor and, if there is a deficiency in quantity, the costs incurred by St James in the City in carrying out such tests and/or analysis shall be paid by the Contractor.

22. Any notice, order or instruction to be served on or given or delivered to the Contractor under this Agreement shall be deemed duly served, given or delivered if and when the same shall be delivered at or sent through the post to the usual or last known address of the Contractor to the Foreman or Agent of the Contractor and shall be deemed to have been served by the Contractor on such day or days as the same should have been received in the ordinary course of the post. All communications, advices of delivery and invoices from the Contractor in reference to the carrying out of the Agreement shall be sent to St James in the City's Officer.

23. In the event of any claim being made or action brought against St James in the City for infringement of patents in respect of the goods supplied to St James in the City under this Agreement, St James in the City shall immediately notify the Contractor to conduct all negotiations for the settlement of the same of any litigation that may arise. Subject to the notification stated above and provided that no such goods shall be used for any purpose other than for which the Contractor supplied, the same Contractor shall indemnify St James in the City in respect of any such claim.

24. Nothing in this Agreement shall be taken to prevent or restrict in any way whatsoever the right of St James in the City to order any goods the same or similar to those within this Agreement from any other company, body, person or persons, or to manufacture or obtain the same itself.

25. The Contractor shall undertake all liability and shall fully indemnify St James in the City in respect of any claim made by any workman or person in the employ of the Contractor or any sub-contractor or by any other person or third party not in such employ under the provisions of any Statute or Common Law in respect of damage to property or the death of, or injury to any person whomsoever occurring due to any defect in the goods supplied under the Agreement (fair wear and tear after delivery by the Contractor to St James in the City being accepted) and the Contractor shall pay and discharge all costs, charges and expenses which may be payable in consequence of any such claim. St James in the City may recover any amount paid by them by action at law or may deduct the same from any monies due to the Contractor for the execution of the Agreement, any certificate of the amount payable to the Contractor in respect of the Agreement or any clause of these conditions or any submission or reference therein contained or any other matter or thing notwithstanding.

26. If the Contractor shall become bankrupt or insolvent or enter into liquidation, whether compulsory or voluntary (except liquidation for the purpose of reconstruction), or shall suffer execution for debt or shall enter into, make or execute any Deed of Arrangement as defined by the Deeds of Creditors for the settlement of debts or shall propose to carry on business under Inspectors on behalf of creditors or shall commit an act of bankruptcy, St James in the City may require the goods to be supplied and if this requisition is not satisfactorily complied with within 7 days from the date of St James in the City's notice to the effect, St James in the City may by notice in writing to the Contractor and without prejudice to any other rights of St James in the City, whether under this Agreement or otherwise, rescind the Contract whereupon this Agreement shall be at an end.

27. St James in the City expects that all contractors for the supply of goods and services will uphold the principles of sustainable development and comply with all environmental legislation, to include but not be limited to the Environmental Protection Act 1990.

28. St James in the City reserves the right to terminate any contract where a contractor is found to be in direct contravention of such principles and legislation.

29. St James in the City maintains a list of prohibited environmentally damaging products which should not be used by contractors unless by prior agreement with St James in the City.

30. St James in the City expects that all contractors in the delivery of goods, works, maintenance or services, will comply with all equality legislation and with St James in the City's equality objectives: to eliminate unlawful discrimination, promote equality of opportunity and good relations.

31. Employees, contractors and service providers are prohibited from smoking in all areas of St James in the City premises whilst undertaking work or providing services to St James in the City. This policy includes buildings, grounds, staff car parks, and all areas of access and exit.

32. St James in the City must be proactive in ensuring that its policies and procedures, culture and stance in relation to the prevention, detection and action against fraud are communicated to all relevant parties. St James in the City's expectation on propriety and accountability is that personnel at all levels will lead by example in ensuring adherence to legal requirements, rules, procedures and practices. St James in the City also expects that individuals and organizations, e.g. suppliers, contractors and service providers, to whom it deals, will act towards St James in the City with integrity and without thought or actions involving fraud and corruption. St James in the City's confidential Reporting Policy applies to all personnel and those contractors working for St James in the City on St James in the City premises. It also covers suppliers and those providing service under a contract with St James in the City in their own premises.

33. Freedom of Information & Transparency Agenda

St James in the City has obligations and responsibilities under the Freedom of Information Act (2000) to provide on request, access to recorded information held by it. In addition, under the Transparency Agenda, St James in the City has a duty (within the provisions of the Data Protection Act 1998, Freedom of Information Act 2000 and the Environmental Information Regulations 2004), to publish expenditure over £500.00 For this purpose, expenditure includes tenders, contracts and payments Applicants who consider that any information submitted in the Questionnaire or other bid/tender documents, or subsequently should not be disclosed to a third party because of its sensitivity should provide a schedule of that information.

**The Schedule should contain:**

a. Full reasons as to why it is considered to be likely to prejudice the commercial interest of the tenderer or a trade secret by disclosure of that information and would therefore constitute an actionable breach of confidence. Please note that the commercial interest exemption is subject to a public interest test. That is, St James in the City, can only withhold commercially sensitive information where the public interest in maintaining the exemption outweighs the public interest in disclosing information.

b. Reasonable timescales during which that information should not be disclosed.