

CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS AND / OR SERVICES

1. DEFINITIONS

"AI System" means any machine based system that is designed to operate with varying levels of autonomy and perform specific functions or tasks that would normally require human intelligence and may include generative AI and systems that exhibit adaptiveness after deployment and which infer, from the input they receive, how to generate new content and outputs such as audio, video, code, images, text, simulations, 3D objects, predictions, recommendations or decisions SAVE THAT AI-powered enhancement tools and features integrated into software for the limited purposes of automating, simplifying, or enhancing various aspects of the editing process only shall not be considered an "AI System" under this definition.

"Applicable Laws" means the laws of England and Wales and any other laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Services or with which the Supplier is bound to comply.

"Contract" means the Purchase Order together with these conditions and any documents attached or referred to therein.

"Controller", "Data Protection Officer", "Data Subject", "Personal Data Breach", "process", "Processor", and "Personal Data" shall have the meanings given to them in the Data Protection Legislation.

"Data" means all designs, models, drawings, prints, samples, data, documents of all kinds, materials, photographs, negatives, diskettes, films, digital media, software or any other similar items.

"Data Protection Legislation" means all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR; the Data Protection Act 2018 (DPA 2018) (and regulations made thereunder); the EU GDPR (to the extent that it may be applicable); and the Privacy and Electronic Communications Regulations 2003 (SI 2003/2426) as amended from time to time, and the guidance and codes of practice issued by the Information Commissioner or other relevant regulatory authority and applicable to a party.

"DP T&Cs" means Historic England's Data Protection Terms and Conditions as updated from time to time and notified to the Supplier. "EU GDPR" has the meaning given in section 3(10A) of the Data Protection Act 2018.

"Goods" means the items specified in the Purchase Order (or amendment thereof) to be supplied by the Supplier in accordance with the Contract.

"HE Equipment" means all plant, tools, equipment or other items belonging to Historic England.

"Historic England" means the Historic Buildings and Monuments Commission for England and includes its successors and assignees.

"Information" has the meaning given under section 84 of the Freedom of Information Act 2000.

"Purchase Order" means Historic England's official numbered Order.

"Request for Quote" means Historic England's request for a quotation issued to the Supplier in relation to the Goods and Services.

"Services" means the Services specified in the Purchase Order including the giving of advice (or amendment thereof) to be carried out by the Supplier in accordance with the Contract.

"Supplier" means the person, firm, company or corporation with whom Historic England places a Purchase Order.

"Prohibited Act" means:

- (a) to directly or indirectly offer, promise or give any person working for or engaged by Historic England a financial or other advantage as an inducement or reward for any improper performance of a relevant function or activity;
- (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with the Contract;
- (c) committing any offence: (i) under the Bribery Act 2010; (ii) under legislation or common law concerning fraudulent acts; or (iii) of defrauding, attempting to defraud or conspiring to defraud Historic England;
- (d) any activity, practice or conduct which would constitute one of the offences listed under c) above, if such activity, practice or conduct had been carried out in the UK.

"UK GDPR" has the meaning given in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

2. ASSIGNMENT AND SUBCONTRACTING

2.1 The Supplier shall not assign or subcontract the whole or part of the benefits or burdens under the Contract without the previous written consent of Historic England.

2.2 If Historic England consents to sub-contracting pursuant to clause 2.1, the Supplier shall remain responsible for its compliance with its obligations under the Contract and liable for all acts or omissions of its sub-contractors in delivery of the Goods and/or Services.

2.3 Historic England may assign all or any of its rights and obligations under this Contract to any company which would (if Historic England were a company) be a subsidiary of Historic England.

3. PERFORMANCE

3.1 The Goods supplied under the Contract shall:

- a) be of good and sound design, materials and workmanship;
- b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for the purpose(s) held out by the Supplier (expressly or impliedly) for which they are supplied under the Contract;
- c) conform as to description, specification and quantity with the particulars stated in the Contract;
- d) comply with all Applicable Laws;
- e) be free from any defect in title;
- f) be returnable to the Supplier within 21 days of delivery in the event that the Goods are or have suffered damage during manufacture or transit which could not be reasonably discerned from the inspection on delivery, unsuitable for the purpose intended for their use, or not in accordance with the Contract, in which case the Contract shall be deemed to be terminated in accordance with clause 12.1 and any sums paid by Historic England in advance of delivery shall be refunded immediately by the Supplier on notice from Historic England of termination together with any sums recoverable by Historic England pursuant to clause 12.3(b).

3.2 The Services executed under the Contract shall:

- a) be carried out with reasonable care and skill;
- b) be carried out with due expedition and within the time (if any) specified in the Contract;
- c) conform with the descriptions, standards and specifications set out

in the Contract and be fit for any purpose that Historic England expressly or impliedly makes known to the Supplier;

d) comply with all Applicable Laws and any other reasonable rules, regulations or instructions as notified to it from time to time by Historic England relating to the delivery of the Services;

e) be carried out by personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

f) be delivered using good quality goods, materials, standards and techniques and that all goods and materials supplied, used or produced in delivery of the Services or transferred to Historic England are free from defects in workmanship, installation and design;

g) be supplied for the duration set out in the Contract.

3.3 The Supplier shall obtain and at all times maintain all licences and consents which are required for its provision of the Goods and Services.

4. DELIVERY OF THE GOODS/COMPLETION OF THE SERVICES

4.1 Unless otherwise agreed by the parties in writing, delivery shall be deemed to be made once the Goods have been unloaded by the Supplier at the delivery location agreed between the parties and confirmed in writing.

4.2 The Services shall be considered complete when Historic England is satisfied that the Services have been completed in accordance with the Contract.

4.3 The time of delivery of the Goods and of performance of the Services shall be of the essence of the Contract.

5. MAINTENANCE

The Supplier shall for 12 months following delivery of the Goods/completion of the Services promptly remedy any defects arising from faulty design materials or workmanship at the Supplier's expense.

6. RISK AND TITLE IN THE GOODS

Without prejudice to the rights and obligations of the parties under the Contract, the title in the Goods or any part thereof shall pass to Historic England on delivery or on payment by Historic England (whichever is earlier) but the risk shall not pass to Historic England until the Goods have been delivered in accordance with the Contract.

7. REPAIRS TO HE EQUIPMENT

7.1 Where any HE Equipment is to be modified, reconditioned or repaired by the Supplier (or otherwise provided to the Supplier for use in delivery of the Services) the title therein shall remain with Historic England at all times. The risk shall remain with the Supplier whilst HE Equipment is under the Supplier's care and control and the Supplier shall hold the HE Equipment in safe custody.

7.2 The Supplier shall clearly identify and mark HE Equipment as "the property of Historic England" or in such manner as Historic England may require and shall separately store, safeguard and maintain it in good order and condition and keep appropriate records thereof.

7.3 Damage to or loss of HE Equipment arising from bad workmanship or from the Supplier's failure to comply with the provision of sub-clause 7.2 shall be made good at the Supplier's expense either by the Supplier or as Historic England otherwise instructs or by replacement equipment of at least the equivalent quality.

7.4 HE Equipment shall not be disposed of by the Supplier to any third party nor used except for the purpose of carrying out the Contract.

8. PAYMENT

8.1 The price(s) detailed in the Contract shall remain firm and fixed for the duration of the Contract. All sums payable under the Contract shall be exclusive of Value Added Tax which must be submitted on a VAT invoice where appropriate in a form acceptable to Historic England and in accordance with Applicable Law.

8.2 The Supplier shall send to Historic England a detailed itemised invoice(s) as instructed on the Purchase Order, clearly stating the Purchase Order number (as confirmed by Historic England), and all information required to be stated on a tax invoice for VAT purposes.

8.3 The Supplier will be paid within 30 days of receipt of a valid and undisputed invoice unless otherwise specified in writing.

8.4 Where the Supplier enters into a sub-contract with a supplier or contractor in accordance with clause 2.1 above, for the purpose of performing its obligations under the Contract, it shall ensure that a provision is included in such a sub-contract which requires payment to be made of all sums due to the sub-contractor within a specified period not exceeding 30 (thirty) days from receipt of a valid and undisputed invoice.

8.5 Payment shall not operate as a waiver of any rights of Historic England under the Contract or at law.

8.6 In order to facilitate payment by bank transfer the Supplier shall provide bank account details.

9. INDEMNITIES

The Supplier shall be liable for, indemnify, defend and hold Historic England harmless from and against all losses, costs, damages and expenses of every kind and nature, including legal expenses, in respect of:

- (a) injury, sickness, disease or death of any person, including Historic England's employees, or
- (b) loss of or damage to any property, including Historic England's property or HE Equipment, arising out of or in connection with the Contract, save insofar as the same is caused by the negligence of Historic England.

10. INTELLECTUAL PROPERTY

10.1 All intellectual property rights (including, without limitation, patents, copyrights, design rights, registered designs, trade marks and service marks) ("IP Rights") in all Data prepared or supplied by Historic England to the Supplier shall remain the property of Historic England.

10.2 All IP Rights in all Data or any other materials prepared or developed by the Supplier under or in connection with the Contract are hereby assigned to and shall vest in Historic England free from any encumbrance and with full title guarantee. The Supplier shall sign such further documents or do such acts as Historic England may require to ensure that the rights vest in Historic England.

10.3 The Supplier shall indemnify Historic England against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any IP Right by Historic England's receipt of the Goods and/or Services

	(including use by historic England of the materials assigned pursuant to clause 10.2), except to the extent that they have been caused by or contributed to by Historic England's acts or omissions.		
11.	INSURANCE The Supplier shall effect and maintain with a reputable insurance company, as a minimum, the following levels of insurance cover (or such levels of insurance cover as set out in the Request for Quote if greater): (a) public liability insurance with a limit of indemnity of at least £1,000,000 in relation to any one claim or series of claims; (b) employer's liability in accordance with any legal requirement for the time being in force in relation to any one claim or series of claims; (c) if stated in the Request for Quote as required, professional indemnity insurance, cyber risk insurance and product liability insurance with an insurer of repute in respect of the Supplier's business generally of an amount not less than that stated in the Request for Quote. Such insurance shall contain an indemnity to principal clause. The Supplier shall at Historic England's request furnish Historic England with a current certificate of insurance as prescribed by Historic England.	13.8.2 13.8.3 13.8.4 13.8.5 13.8.6 13.8.7 13.9 13.10 13.11	to be used with / processed by the AI System; who owns and controls the AI System and the involvement and role of any other third parties who may have access to the Historic England Data and information as a result of the use / processing; whether the AI System is public or private; where the AI System is hosted; the terms of service and privacy policy for the AI System; the purpose for which the AI System will be used including any known or anticipated impact on Historic England Data and information; and the duration for which such use / processing will continue. If Historic England elects to grant consent for Historic England Data and information to be used with / processed by the AI System, such consent shall only be valid if given in writing and shall be limited to the AI System and details submitted within the written request. Any processing that is undertaken beyond those approved parameters may be considered a breach of this Contract incapable of remedy for the purposes of Clause 12. If Historic England does not elect to grant consent for Historic England data and information to be used with / processed by the AI system; and the Supplier cannot execute their obligations under the Contract without the use of the AI system due to a change in practice; and / or the Supplier does so without advising Historic England, this may be deemed as a breach not capable of remedy for the purposes of clause 12.
12.	TERMINATION		
12.1	Without prejudice to either party's other rights and remedies under this Contract or at law, either party may terminate the Contract forthwith on notice to the other if the other: (a) commits a breach of this Contract and fails to remedy such breach (where it is capable of remedy) within 30 days of receipt of a notice in writing requiring it to do so; or (b) ceases to trade, or is unable to pay its debts as they fall due or has a petition presented or a meeting convened for the purpose of winding-up the defaulting party or enters into liquidation whether compulsorily or voluntarily or compounds with its creditors generally or an administration order is made in relation to it or it has a receiver or administrative receiver appointed over all or a substantial part of its assets or any similar or analogous order is made or proceeding commenced or officer appointed or action taken in consequence of debt.	14. 14.1	ANTI-BRIBERY The Supplier represents and warrants that it, nor any of its sub-contractors engaged to deliver the Goods and/or Services: (a) has committed a Prohibited Act; (b) to the best of its knowledge has been or is subject to an investigation, inquiry or enforcement proceedings by a governmental, administrative or regulatory body regarding any Prohibited Act or alleged Prohibited Act; or (c) has been listed by any government department or agency as being debarred, suspended, proposed for suspension or debarment, or otherwise ineligible for participation in government procurement programmes or contracts on the grounds of a Prohibited Act. The Supplier shall (and shall procure that any of its sub-contractors engaged to deliver the Goods and/or Services shall): (a) not commit a Prohibited Act; (b) not do or omit to do anything that would cause Historic England or any of Historic England's employees, consultants, contractors, sub-contractors or agents to contravene any Applicable Law relating to bribery, corruption and fraud; (c) comply with Historic England's Anti-Bribery policy as amended and notified to the Supplier from time to time.
12.2	In the event of termination by Historic England under sub-clause 12.1 (a) Historic England may retain out of any amount due to the Supplier under the Contract an amount equal to any bona fide claim Historic England may have against the Supplier arising out of such breach.	14.2	If the Supplier is in default under this clause 14, Historic England may by notice: (a) require the Supplier to remove from performance of the Contract any Supplier personnel or sub-contractor whose acts or omissions have caused the default; or (b) immediately terminate the Contract.
12.3	In the event of termination by Historic England under sub-clause 12.1, the Supplier shall: (a) refund to Historic England all sums paid in advance for Services that have not been provided or Goods that have not been delivered in accordance with the Contract; and (b) reimburse Historic England for all additional costs incurred in obtaining replacement goods and/or services, including, but not limited to, any difference in price between the Goods and/or Services ordered under the Contract and the replacement goods and/or services.	14.3	
12.4	In addition, Historic England may at its convenience terminate the Contract or any part thereof at any time by giving notice to the Supplier. In this event, Historic England shall, subject to any other provisions of the Contract, pay the Supplier for all Goods and/or Services supplied in accordance with the Contract up to the date of the termination notice, provided that the Supplier shall take all reasonable steps to minimise any such costs incurred.	15.	LIMITATION OF LIABILITY Historic England's total aggregate liability in respect of all claims, losses or damages arising under this Contract shall be limited to the total value of the Contract payable in consideration for the Goods and/or Services.
12.5	Upon termination of the Contract the Supplier shall immediately return to Historic England all HE Equipment and Data which the Supplier may have in its possession.	16.	APPLICABLE LAW The construction and performance of the Contract shall be governed by the laws of England and Wales and the parties hereby submit to the exclusive jurisdiction of the Courts of England.
13.	CONFIDENTIALITY	17.	REJECTION
13.1	The Supplier shall keep confidential all information connected with the business of Historic England or which comes to the Supplier's knowledge under or as a result of the Contract and shall not disclose it to any third party or use it other than for performance of the Contract except: a) with the prior written agreement of Historic England; or b) by requirement of law; or c) save in accordance with Clause 21 and publication of this Contract in accordance with the same.	17.1	Without prejudice to any of its other rights hereunder, Historic England may by notice to the Supplier reject all or any of the Goods and/or Services if the Supplier fails to comply with any of its obligations under the Contract. Historic England shall not be deemed to have accepted the Goods and/or Services until Historic England has a reasonable time after delivery to inspect the Goods and/or Services.
13.2	The provisions of Clause 13.1 shall not apply to such information if it is: a) in the public domain otherwise than by failure of the Supplier to comply with Clause 13.1, or b) in the possession of the Supplier before these confidentiality obligations came into effect, or c) obtained from a third party who is free to disclose the same.	17.2	The Supplier shall, at Historic England's option, replace Goods or rectify the Services rejected by Historic England with Goods and/or Services which in all respects conform with the Contract or credit Historic England with the invoice price thereof.
13.3	If the Supplier enters or has entered into a separate confidentiality agreement with Historic England, the terms of such confidentiality agreement shall take precedence over this Clause 13.	18.	FORCE MAJEURE Neither party shall be liable for any delay or failure in the performance of its obligations for so long as and to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control including, but not limited to, war, hostilities, civil war, rebellion, revolution, insurrection or other disturbance, but not industrial action by its own employees (Force Majeure Event). The party affected by a Force Majeure Event shall provide written notice to the other party immediately and shall use all reasonable efforts to bring the event to an end. If the Force Majeure Event persists for a period of 3 months or longer, the party not suffering the Force Majeure Event may terminate this Contract immediately upon written notice to the other party.
13.4	The Supplier shall not announce or publicise this or any other Contract with Historic England without the written consent of Historic England.		
13.5	The provisions of this clause 13 shall survive for a period of two (2) years from the expiry of the Contract or the earlier termination of the Contract pursuant to clause 12. The Supplier or any of its sub-contractors shall not, without the prior written consent of Historic England, advertise or make known that they supply or have supplied goods or services to Historic England.	19.	ENTIRETY
13.6	The Supplier accepts that Historic England may be required, in accordance with Applicable Law (including the Procurement Act 2023, Freedom of Information Act and Environmental Information Regulations) to disclose or publish information shared by the Supplier with Historic England or held by Historic England in relation to the Supplier.	19.1	The Contract comprises the entire agreement between the parties and no other terms and conditions unless agreed in writing between the parties shall apply.
13.7	The Supplier shall not upload, share, or distribute any confidential information or personal data shared with it by or on behalf of Historic England or such other data or information owned by, licensed to or otherwise controlled by Historic England to any AI system without obtaining the prior written consent of Historic England (the "AI Restriction").	19.2	If any provision of the Contract is ruled to be invalid for any reason that invalidity will not affect the rest of this Contract which will remain valid and enforceable in all respects.
13.8	The AI Restriction at Clause 13.7 may be waived by Historic England on a case by case basis in writing, solely in response to a written request by the Supplier that identifies, at a minimum, the following information and any other information that Historic England may request at any time:	20.	RIGHTS OF THIRD PARTIES
13.8.1	a clear and detailed description of the Data and information (including the nature, scope and any personal data, where relevant)	20.1	A person who is not party to this agreement shall not have any rights under or in connection with it by virtue of the contracts (Rights of Third Parties) Act 1999 (Act) except where such rights are expressly granted by this Clause 20 but this does not affect any right or remedy of third party which exists, or is available, apart from the Act.
		20.2	The rights of the parties to terminate, rescind or agree any variation, waiver or settlement under this agreement is not subject to the consent of any person that is not party to this agreement.
		20.3	The Supplier agrees that the Secretary of State for Culture, Media and Sport shall be entitled to the benefit of the contractual obligations of

the Supplier as set out in clauses 2, 3, 5, 7, 9, 10, 11 and 13 (and any variation to those clauses that may be agreed from time to time) as if references therein to Historic England were references also to the Secretary of State for Culture, Media and Sport in addition to and separate to the obligations owed by the Supplier to Historic England under those clauses.

21. FREEDOM OF INFORMATION ACT 2000

The Supplier acknowledges that Historic England is a public authority and as such is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR) and shall assist and cooperate with Historic England (at the Supplier's expense) to enable it to comply with its information disclosure requirements.

22. RIGHT TO PUBLISH

- 22.1 Historic England shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the FOIA or EIRs.
- 22.2 Notwithstanding any other term of this Contract, the Supplier hereby gives its consent for Historic England to publish the Contract in its entirety, including from time to time agreed changes to the Contract, to the general public or as otherwise required by Applicable Law.
- 22.3 The Supplier shall provide Historic England, promptly on request, with all assistance and information required by Historic England to satisfy its reporting and publication requirements under Applicable Law (including but not limited to, the requirements of the Procurement Act 2023).

23. DATA PROTECTION

- 23.1 The parties acknowledge that the relationship between them for the purposes of the Data Protection Legislation is as set out in the Request for Quote.
- 23.2 The DP T&Cs shall apply and shall be deemed incorporated into this Contract to the extent confirmed in the Request for Quote.
- 23.3 In the event that the Request for Quote does not confirm the relationship between the parties (as envisaged by clause 23.1):
- (a) to the extent that Historic England is a Controller and the Supplier is a Processor, Section 1 (including Annex A) of the DP T&Cs shall apply and shall be incorporated into this Contract;
 - (b) to the extent that both parties are Controllers, Section 2 of the DP T&Cs shall apply and shall be incorporated into this Contract;
 - (c) to the extent that each party is a Joint Controller (as defined in Section 3 of the DP T&Cs), Section 3 of the DP T&Cs shall apply and shall be incorporated into this Contract.
- 23.4 Each party shall comply with its respective obligations under the Data Protection Legislation, and any material breach of the Data Protection Legislation by one party shall, if not remedied within 30 days of written notice from the other party, give grounds to the other party to terminate the Contract with immediate effect.
- 23.5 Each party shall assist the other in complying with all applicable requirements of the Data Protection Legislation.
- 23.6 The Supplier agrees to indemnify, keep indemnified and defend at its own expense, Historic England against all costs, claims, damages or expenses incurred by Historic England or for which Historic England may become liable due to any failure of the Supplier or its employees, staff, agents, other workers, or any sub-contractors to comply with any of its obligations under this clause 23 and/or the Data Protection Legislation.
24. EQUALITY AND DIVERSITY
- The Supplier shall, and shall procure that the Supplier's employees, staff, agents, other workers, consultants and any sub-contractors engaged in the provision of Goods and Services under this Contract, comply with any Applicable Law relating to anti-discrimination (as may be amended from time to time) including, but not limited to, the Equality Act 2010 and with Historic England's equality and diversity policy as may be amended from time to time, copies of which will be provided by Historic England to the Supplier at the Supplier's written request.
25. SURVIVAL
- Any provision of this Contract that expressly or by implication is intended to come into or continue in force on or after expiry or termination of this Contract, including, but not limited to, clause 11 (Insurance), clause 13 (Confidentiality), clause 15 (Limitation of Liability), clause 21 (Freedom of Information) and clause 23 (Data Protection), shall remain in full force and effect.

CHARITY ADVERTISING DECLARATION

Historic England has the tax status of a charity. If the supplies ordered overleaf are of advertising and qualify for zero rating under the zero rating group 15 as amended with effect from 1 April 2000, then these supplies can be zero rated when supplied to Historic England.

HISTORIC ENGLAND PAYMENT POLICY

Historic England is committed to paying its suppliers in accordance with the Confederation of British Industry Better Payment Practice code. As such, we promise to:

- agree payment terms at the outset of a deal and stick to them, these will normally be 30 days from the supplier's invoice date, assuming the prompt and timely receipt of the supplier's invoice and the satisfactory delivery of supplies;
- explain our payment procedures to suppliers;
- pay bills in accordance with any contract agreed with the supplier or as required by law, providing supplies have been satisfactorily received and correctly invoiced in accordance with the terms and conditions printed above; and
- tell suppliers without delay when an invoice is contested and settle disputes quickly.

Our payment method is credit transfer (BACS). The payment advice should be received by suppliers on or before the day the payment is credited to their bank account. We will use the date we instructed our bank to make the BACS payment as the payment date in monitoring our compliance with the payment terms.

If suppliers have a problem over late payment which they are unable to resolve with their contacts in our ordering teams, they should contact the Finance Contact Centre on 01793 41405 or by email to FinanceContactCentre-he@historicengland.org.uk.

If the matter is still not resolved to the supplier's satisfaction our Customer Services Department should be contacted on 0370 333 0607, or by email to customers@HistoricEngland.org.uk, who will deal with the matter in accordance with our corporate complaint's procedures.

We will publish our payment performance in our website.

Historic England April 2026