CHESHIRE WEST AND CHESTER BOROUGH COUNCIL STANDARD CONDITIONS OF CONTRACT FOR THE SUPPLY SERVICES FOR A VALUE OF £25,000 OR UNDER*

Cheshire West and Chester

1. DEFINITIONS

1.1 'Conditions'- the terms stated in this Contract.

1.2 'Contract'- The Contract shall mean the Conditions and the Purchase Order.

1.3 'Price'- the price We will pay You for providing the Services as set out in the Purchase Order.

1.4 'Purchase Order' – the official order document supplied by Us setting out details of the Council's requirements and the Purchase Order shall be incorporated into the Contract.

1.5 'Services' - Any such services to be provided by You, as required by the Contract and detailed in Schedule 1 of this Contract and the Purchase Order.

1.6 'Us' or 'Our' or 'We'– Cheshire West and Chester Borough Council.

1.7 'You' or 'Your' - The person, firm or company to whom the Purchase Order is addressed and who is responsible for providing the Services.

2. THE CONTRACT

These Conditions govern the Contract between Us and You. No other conditions will apply. The supply of Services in response to the Purchase Order shall expressly and irrevocably mean that You have agreed to supply to Us the Services and that You accept these Conditions and agree that no other terms apply to the Contract.

3. THE PRICE AND PAYMENT

3.1. The Price of the Services is fixed on the Purchase Order.

3.2. No variation in Price will apply unless agreed in writing by Our authorised representative prior to completion of Services.

3.3. Payment for Services will be made once this signed Contract is received and within 30 days of receipt of an itemised, correct and undisputed VAT invoice. In subsequent years payment for Services will be within 30 days of receipt of an itemised, correct and undisputed VAT invoice.

3.4. Your invoice must quote the Purchase Order number and be addressed as set out on the Purchase Order.

3.5. We will not be responsible for delays in payment arising from failure to comply with these invoicing instructions.

3.6. We will usually pay by cheque or BACS and provide a remittance advice to inform You that payment has been made.

3.7. We will pay any VAT due.

3.8. Payment by Us will be without prejudice to any rights or remedies available to Us under the Contract, or otherwise.

3.9. We will be entitled to set off against any invoice any amount due from You to Us under this or any other arrangement.

3.10. We will consider and verify any invoices submitted by You in a timely fashion and any undue delay by Us in doing so will not be sufficient justification for failing to regard an invoice as valid and undisputed.

4. TIME

Time of commencement and completion of the Services are of the essence of the Contract.

5. QUALITY OF SERVICES

5.1. The Services supplied under the Contract shall be to Our satisfaction and conform to Schedule 1 of this Contract and the Purchase Order.

5.2. Specifically in relation to the Services the following shall apply:

5.2.1. the Services shall be performed with reasonable skill, care and diligence including industry best practice; and

5.2.2. the Services should be performed in accordance with all applicable law and regulatory requirements and British and European standards;

5.2.3. You shall ensure that sufficient resources are available to complete the Services successfully and to our satisfaction; and

5.2.4. the Services shall be supplied by supervised, experienced, qualified, trained and competent staff and

5.2.5. We rely on Your skill, judgement and experience.

6. INDEMNITY AND INSURANCE

9.1. You must indemnify Us against all losses, damage, injury or expense or loss of or damage to property or injury to or death of any person, however caused by:

9.1.1. any act by You, Your employees, agents or sub-contractors.

9.2. You shall fully indemnify Us against any expenses, losses, liabilities, damages, claims or costs whatsoever howsoever arising from any alleged or actual infringement of any intellectual property rights including papers, trademarks, copyrights, intellectual or any of the rights arising from the Contract.

9.3. You must maintain satisfactory insurance cover with a reputable insurer in respect of all liabilities, losses, damages, claims whatsoever howsoever arising from the Contract including death or personal injury, loss of or damage to property or any other loss (the '**Required Insurances**')

9.4. The Required Insurances referred to above are:

(a) Public liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Contract;

(b) Employers liability insurance with a limit of indemnity of not less than ten million pounds (£10,000,000) in relation to any one claim or series of claims arising from the Contract;

(c) Professional Indemnity Insurance with a limit of indemnity of not less than one million pounds (£1,000,000) in relation to any one claim or series of claims arising from the Service provided that this insurance shall only be required where you have specifically been informed that such insurance is required and

* If the value of Your Purchase Order exceeds £25,000 excluding VAT, please contact Us for the appropriate terms and conditions before accepting the order.

You shall produce evidence of such Required Insurances to Us on request.

9.5 We will not be liable for any loss, loss of profits, indirect loss or consequential loss whatsoever howsoever arising from the Contract.

7. PUBLICITY

You will not publish, reproduce, or arrange press releases or make public statements in connection with the Contract or make use of Our name in any publicity without Our prior written approval.

11. FREEDOM OF INFORMATION

The Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (the "Acts") gives a general right of public access to all types of recorded information held by Us, subject to certain exemptions, and places a number of obligations on Us with regard to the disclosure of information. We will allow public access to recorded information wherever possible and You will agree to Us making disclosures in accordance with the Acts. If We ask You for information, You will provide the information requested within five working days at your own expense. You agree that We shall have the absolute discretion to decide whether to release information pursuant to this clause or whether to apply an exemption to the information and Our decision shall be final.

12. TERMINATION

12.1. We may terminate this Contract by providing written notice of our intention to do so and with a period of not less than 30 days' notice.

12.2. You may terminate this Contract by providing written notice with a period of not less than 30 days' notice on the condition that you refund the Price pro rata.

12.3. We may immediately terminate the Contract by written notice to You if:

12.3.1. You are in breach of any of the Conditions of the Contract; or

12.3.2. You become, or appear to become, insolvent or bankrupt or in any other way unable to meet Your commitments under this or any other Contract; or

12.3.3. For whatever reason, You are bringing, or may bring, bad publicity or disrepute upon Us; or

12.3.4. We placed the Purchase Order in error and if We inform you within seven days of the date on the Purchase Order.

13. DISPUTES AND AGREEMENTS

13.1. We shall try to resolve all disputes arising in connection with the Contract amicably. If this cannot be achieved within a reasonable period of time and not less than 10 working days from the date of the dispute arising, We shall each refer the dispute to senior members of staff.

13.2. If We cannot resolve the dispute within one month either party may exercise any remedy it may have pursuant to the Contract or statute or common law.

14. MODERN SLAVERY

14.1. You warrant that neither you nor any of your officers or employees:

(a) have been convicted of any offence involving slavery or human trafficking; or

(b) have, to the best of your knowledge, been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery or human trafficking.

14.2. You shall take appropriate steps to ensure that there is no slavery or human trafficking in its supply chains and in connection with this you shall:

(a) implement due diligence procedures for your sub-contractors;

(b) require all sub-contractors to warrant that, neither the sub-contractors nor any of the sub-contractor officers or employees:

(i) have been convicted of any offence involving slavery or human trafficking; or

(ii) have, to the best of the sub-contractor's knowledge, been the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking; and

(c) require all sub-contractors to include provisions having the same effect as this clause in all subcontracts (at any stage) of remoteness in the supply chain) relating to the contract.

15. GENERAL TERMS

15.1. You will not give or offer to any of Our staff, employees or agents, any gift, bribe or inducement in relation to this or any other Contract between Us or engage in any activity which is or is likely to be an offence under the Bribery Act 2010.

15.2. All notices and communications will be made in writing by post or by email to the addresses on the Purchase Order. Notice sent by post will be deemed to have reached the party to whom it is addressed on the second business day following date of sending. Notice sent by e mail shall be deemed delivered on the same day if sent before 5pm on a business day otherwise notice will be deemed delivered on the next business day.

15.3. The headings to Conditions shall not affect their interpretation.

15.4. The Contract shall be governed by and construed in accordance with English Law and shall be subject to the jurisdiction of the courts of England and Wales.

* If the value of Your Purchase Order exceeds £25,000 excluding VAT, please contact Us for the appropriate terms and conditions before accepting the order.

15.5. A person who is not a party to the Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any Conditions or the Contract.

15.6. Neither You nor We will be in breach of the Contract for delay in performing, or failure to perform, any obligations under the Contract if such delay or failure results from events, circumstances or causes beyond either Your or Our reasonable control. In such circumstances the time for performance shall be extended by a period equivalent to the period during which performance of the obligation has been delayed or failed to be performed. If the period of delay or non - performance continues for four (4) weeks the party affected may terminate the Contract by giving 14 days' written notice to the other.

15.7. Neither You nor We will assign, transfer or sub - contract the Contract without the prior written consent of the other such consent not to be unreasonably withheld.

15.8. You and We agree not to disclose to any third party any confidential information concerning the affairs, business, customers, clients, suppliers, know how, designs, trade secrets or any information belonging to or supplied by one of us to the other which would be regarded as confidential by a reasonable business person relating to the Contract except where that confidential information is generally available to the public (other than as a result of disclosure in breach of this clause 15.8) or as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

15.9. Nothing contained in this Contract, and no action taken by the parties pursuant to this Contract, will be deemed to constitute a relationship between the parties of partnership, joint venture, principal and agent or employer and employee. Neither party has, nor may it represent that it has, any authority to act or make any commitments on the other party's behalf.

Schedule 1 – Service Specification

1. Introduction

This service specification defines the standards required by Us for the provision of the Services.

2. Nature and Scope of Service to be provided

Service Aims

2.1 To maintain a sharps waste collection service through the community pharmacy network.

2.2 To maintain a quality professional service for patients.

2.3 To enable patients to dispose of prescribed sharps safely.

3. Access to the Service

3.1 Any patient / patient representative may present with waste sharps, (other than needles and syringes from the substance misuse exchange service) contained in an approved and sealed sharps container, regardless of size, for disposal at any participating pharmacy.

Terms of Service

4. Commencement and Duration

This Contract will be signed by You and will be subject to review every three years unless a significant change of practice in this interval prompts an early review.

The service should be provided for the total hours the pharmacy is open and for the duration of the contract agreement period between You and Us.

NHS England Cheshire and Merseyside are responsible for commissioning the waste collection and treatment contractor.

5. Training, Health and Safety

5.1 You have a responsibility to ensure that all staff provide this Service strictly in accordance with the Contract.

You will have a Standard Operating Procedure / protocol which specifically details the operational delivery of this Service and must be available to Us on request.

You must ensure that all staff including those other than pharmacists, involved in the provision of the service must be aware of and compliant with the current version of the company

Standard Operating Procedures and health and safety policies and evidence of this training should be available to Us.

5.2 A record of staff training pertaining specifically with this service must be maintained and should be available to Us.

You must ensure that there are systems in place to make locum pharmacists aware of the enhanced service and trained to provide the Service.

5.3 You must have written guidance which covers the specific health and safety risks associated with this service. Including:

- Minimising risk and risk assessment
- Action to be taken in the case of needle stick injury
- Prompt first aid and seeking immediate professional advice

This information must be referenced by Standard Operating Procedure/protocol for this service.

Staff should be made aware of and trained to follow the specific health and safety procedures and action to be taken in case of needle stick injury before providing the service.

Health and Safety guidance should be reviewed with the Standard Operating Procedure. Update training should be documented in the training log.

5.4 All sharps incidents should be managed immediately (ideally within the first hour) and advice sought from GP in practice hours or A/E out of practice hours.

Your official accident report form must be completed, as per your own standard operating procedures.

We must be informed within 24 hours.

5.5 Hepatitis B Vaccine - although the risk of needle stick injury is very low, staff who provide the service may choose to have a Hepatitis B vaccine.

5.6 For multiple contractors – contact your occupational health department who may provide the vaccine for staff.

5.7 Where this is not possible your GP may offer the vaccine.

5.8 We will disseminate information of the service to other pharmacy contractors, service users and health care professionals in order that they are award of what is reasonable to expect from the service and are able to signpost to the service.

6. Service Description

6.1 You will accept sharps for disposal, from all patients / patient representatives who present with them in an approved and sealed sharps container provided by a healthcare provider.

6.2 It is the responsibility of the patient to obtain a one way sharps container obtained from a health professional and to ensure that the sharps are safely sealed in this before presenting it to the community pharmacy for disposal.

6.3 Before accepting sharps for disposal, staff will make a visual check of the returned sharps container to establish that it is sealed and safe to accept. Staff should ask the person returning the container to demonstrate that it is properly sealed.

6.4 You will not accept returned sharps in any container other than an approved sealed sharps container.

6.5 Sealed sharps containers should be placed into the appropriate Sharps unit as supplied by the waste contractor. You should contact the waste contractor directly to arrange collection.

When full, seal the bin for collection as directed by the waste carrier. Please do not seal and return the bins until full.

Full bins will be collected as per directions issued by NHS England North (Cheshire & Merseyside). For further information or requests for interim or ad hoc collections should be made by email to customerservice@sharpsmart.co.uk or telephone 01388 810310.

Each bin collected by the waste carrier incurs a charge to NHS England North (Cheshire and Merseyside) as such please only return full bins.

6.6 Sharps from this service must not be placed into a container with sharps from the needle and syringe substance misuse exchange service.

6.7 Before handling any returned sharps container staff should ensure that the container is properly sealed.

6.8 Using the handle on the returned container place it in the final waste collection container.

6.8 You may display their own posters etc. to advertise the service.

6.9 Community pharmacy service providers will prominently display any material, no greater than A4 e.g. posters, provided by Us to support service delivery if requested.

6.10 Whilst the service specification does not require pharmacy staff to offer related advice to their customers e.g. infection control, waste management issues, they are free to do so if they wish.

7. Service Funding

7.1 You will be reimbursed at £200 per year, irrespective of the amount of sharps collected. Payment will be made at the beginning each financial year once a signed contract has been received by Us.

8. Record Keeping

8.1 You will maintain and retain copies of the official documentation required by the waste carrier.

8.2 You will maintain training records in accordance with this specification and will show evidence of this to Us on request.

9. Service Continuity

9.1 It is your responsibility to have a process in place which ensures that all new staff, are aware of all enhanced services provided by the pharmacy and commissioned by Cheshire West and Chester Council and must maintain continuity of service during and after staff changes.

The service will be provided for the total hours that the pharmacy is open and for the duration of the contract agreement period between You and Us. .

9.2 If the Services cannot be provided under the terms of this agreement, for whatever reason You must contact Us.

10. Performance Monitoring

10.1 You will have an NHS dispensing contract with NHS England North (Cheshire & Merseyside) and must fully comply with the National Pharmacy Contract regulations part of the dispensing contract.

10.2 We reserve the right to ask for evidence from the pharmacy that you are following the procedures outlined in this specification.

You will co-operate with any Cheshire West and Chester Council led assessment of service user experience or audit of the service in order to evaluate service provision and identify areas for service improvement.

10.3 Changes to the level or quality of the service will not be introduced without prior agreement with Cheshire West and Chester Council. Changes will be authorised in writing.

11. Professional Responsibility and Continuing Professional Development

11.1 Service specifications and patient group directions do not remove inherent professional obligations or accountability. All pharmacists and registered technicians involved in providing this service must adhere to their professional code of conduct and at no point does this service abrogate their professional responsibility, professional judgement must be used at all times.

It is the professional's responsibility to practice only within the bounds of their own competence.

11.2 The responsible pharmacist on each given day has overall responsibility for ensuring the service is delivered in accordance with this service specification

11.3 Where there are concerns regarding individual poor performance in the delivery of this service these will be addressed as a clinical governance matter.

12. Significant Event Reporting

12.1 The service provider must have an incident and near miss reporting system in place which includes maintaining a log of patient safety incidents.

13. Health and Safety

13.1 In addition to the specific health and safety requirements for staff providing this service, the service provider shall comply with the requirements of the Health and Safety at Work Act 1974, the Management of Health and Safety at Work Regulations 1999 and any other acts, regulation, orders or rules of law pertaining to health and safety of the Service Provider's Personnel, the Authority's employees, Service Users and others who may be affected by its performance of the Services.

13.2 You shall ensure that your health and safety policy statement (as required by the Health and Safety at Work Act 1974 and any other policies and procedures relating to health and safety are made available to Us on request.

CHESHIRE WEST AND CHESTER BOROUGH COUNCIL STANDARD CONDITIONS OF CONTRACT FOR THE SUPPLY SERVICES FOR A VALUE OF £25,000 OR UNDER*

Cheshire West and Chester

Service Specification for provision of Sharps Waste Collection Service Community Pharmacy

1st April 2026 – 31st March 2027

Contract Signatures

I confirm that ..... wishes to provide the Sharps Waste Collection Service in accordance with the terms of the contract from the following community pharmacy premises:

Signed on behalf of the pharmacy contractor:

Authority of person completing this form on behalf of the Pharmacy Contractor

Position: ……Date completed:…….

Print: ……..Signed: ……..……..

PRINT NAME & PHARMACY ADDRESS OF PHARMACY:

…….

……...

……

A copy of this agreement to be held by the contractor

Please sign and either post to: Waste Management, Cheshire West and Chester Council, Wyvern House, The Drumber, Winsford, Cheshire, CW7 1AH

Or sign, scan and email to: serviceliaisonteam@cheshirewestandchester.gov.uk

* If the value of Your Purchase Order exceeds £25,000 excluding VAT, please contact Us for the appropriate terms and conditions before accepting the order.