

## PARTIES

- (1) **Bermuda Airport Authority** a statutory corporation having its place of business at Building 332 East ,11 Waller’s Point Road, St George’s DD03 Bermuda (the “**Buyer**”); and
- (2) **[NAME]**, a company incorporated under the laws of Bermuda and having its registered office at **[address]** (the “**Supplier**”)

## BACKGROUND

The Buyer appoints the Supplier to deliver the Goods and Services described in this Contract and the Supplier accepts that appointment. This Contract sets out the Parties’ rights and obligations.

## AGREED TERMS

### 1. Length of Contract

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- 1.1 This Contract starts on the Start Date.
- 1.2 This Contract ends on the End Date, unless terminated earlier.

### 2. Supply of Goods and Services

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#### Both Parties' obligations

- 2.1 Both Parties agree to:
  - a. act in good faith and demonstrate honesty, integrity, openness, and accountability in their dealings with each other
  - b. discuss matters affecting this Contract or the supply of the Goods, whenever necessary
  - c. notify each other immediately of any actual or anticipated issues that could:
    - i. significantly impact on the Goods and Services or the Charges
    - ii. receive media attention, and
  - d. comply with all applicable laws and regulations.

#### Orders

- 2.2 If this Contract is for a one-off purchase of Goods and Services, the signing of this Contract by both Parties is the order for the Goods and Services.
- 2.3 The Goods and Services are supplied under the terms of this Contract. Any Supplier terms and conditions stated in its sales order form, delivery receipt, e-procurement system or elsewhere do not apply.

## Buyer's obligations

- 2.4 The Buyer must pay the Supplier the Charges for the Goods and Services as long as the Supplier has delivered Goods and Services and invoiced the Buyer, all in accordance with this Contract.

## Supplier's obligations

- 2.5 The Supplier must supply goods which meet the Description of Goods in Schedule 1, the requirements of this Contract, and which are supplied in accordance with orders from the Buyer.
- 2.6 The Supplier must deliver the Goods to the Delivery Address stated in Schedule 1, or such other address the Buyer specifies, on time, and for the Charges. It is essential that Goods are delivered on time.
- 2.7 The Supplier must notify the Buyer immediately in writing if the Supplier becomes aware of any actual or possible delay in delivery of the Goods and Services.
- 2.8 If a warranty or maintenance obligation (including a warranty from a manufacturer) applies in relation to the Goods or any items incorporated into or supplied with the Goods, the Supplier must ensure that the benefit of the warranty or obligation is passed on to the Buyer.

## Goods must satisfy criteria

- 2.9 The Goods must:
- a. be of merchantable quality and free from defects in design, materials or construction
  - b. be fit for the purposes for which they are intended to be used
  - c. comply with the Description of Goods stated in Schedule 1
  - d. comply with any sample of the Goods provided by the Supplier, except if the Buyer has agreed otherwise in writing
  - e. be new and unused, unless the Buyer has agreed otherwise in writing, and
  - f. be packaged so as to protect the contents and keep them clean, dry and in a new condition until they are first used, if appropriate.

## Supplier warranties

- 2.10 The Supplier warrants that:
- a. the Goods do not breach any law or standard
  - b. supply of the Goods in accordance with this Contract will not infringe the rights of any person
  - c. when ownership is stated to pass in this Contract, full ownership of the Goods passes to the Buyer and no-one else has any rights in the Goods
  - d. all Goods supplied to the Buyer comply with all of the criteria stated in clause 2.10
  - e. any documentation supplied with the Goods is adequate (in terms of both quantity and quality) to enable the Buyer to use and maintain the Goods in the manner intended by the Buyer
  - f. all information provided by the Supplier to the Buyer is accurate, and
  - g. the Supplier has told the Buyer about any Conflict of Interest relating to the supply of Goods or this Contract.

## Spare parts

- 2.11 If stated in Schedule 1 the Supplier must maintain an adequate stock of spare parts and equipment for the Goods, for supply to the Buyer as and when required.

## 3. Acceptance and rejection of Goods

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### Inspection and acceptance

- 3.1 The signing of a delivery note by any of the Buyer's Personnel does not indicate the Buyer's acceptance of the Goods.
- 3.2 If, following the Buyer's inspection of the Goods, any of the Goods do not meet the requirements of this Contract, then the Buyer may, within a reasonable time after completing the inspection, do any of the following at the Buyer's option, but at the Supplier's cost:
- a. require the Supplier to repair the Goods
  - b. require the Supplier to replace the Goods, or
  - c. reject the Goods.
- 3.3 The Buyer must give Notice to the Supplier if it decides to exercise any of the options under clause 3.2.

### Repair or replacement

- 3.4 If the Supplier receives a Notice from the Buyer to repair or replace the Goods, the Supplier must promptly repair or replace the Goods in question, so that the Goods (or replacement Goods) comply with the warranties in clause 2.11.
- 3.5 If the Buyer is not satisfied with the Supplier's progress in repairing or replacing the Goods, the Buyer may either:
- a. reject the Goods, in which case clauses 3.6 to 3.7 will apply; or
  - b. arrange for the Goods to be repaired by someone else, in which case the Supplier will reimburse all costs and expenses incurred by the Buyer in doing so.

### Rejection

- 3.6 If the Supplier receives a Notice from the Buyer rejecting the Goods, it must remove any rejected Goods from the Buyer's premises at its own risk and expense. If the Supplier does not remove the rejected Goods within 15 Business Days of Notice of rejection, the Buyer may return the Goods and recover from the Supplier any cost and expense incurred.
- 3.7 If the Buyer rejects any Goods, the Supplier, at the Supplier's cost, will do whichever one of the following the Buyer elects. The Buyer must state the action required in its Notice issued under clause 3.3:
- a. provide a full refund of the Charges paid for the rejected Goods, within 10 Business Days of the Buyer electing to receive a refund, or
  - b. provide a credit for the Charges paid for the rejected Goods, against the Charges payable for other Goods, or
  - c. promptly replace the rejected Goods with Goods that meet the requirements of this Contract.

### No limitation

- 3.8 The Buyer's rights under clauses 3.2 to 3.7 are in addition to, and do not limit, any other rights or remedies the Buyer may have.

## **4. Ownership and risk**

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### **Ownership of Goods**

- 4.1 Ownership in the Goods passes to the Buyer on the earlier of:
  - a. the date the Buyer has paid the Charges for those Goods, or
  - b. the date those Goods have been delivered.
- 4.2 Risk in the Goods passes to the Buyer on the date those Goods have been installed.
- 4.3 Ownership and risk in any Goods rejected by the Buyer under clauses 3.6 to 3.7 will pass back to the Supplier as follows:
  - a. if the Buyer has paid the Charges for those rejected Goods, once the Supplier has provided a refund, credit or replacement in accordance with clause 3.7, and
  - b. in all other cases, when the Goods are collected from the place to which they were delivered.
- 5. Ownership of any replaced Goods by the Supplier under clauses 3.2 to 3.5 will pass back to the Supplier once the Supplier has installed the replacement Goods.

### **The Services**

- 5.1 The Supplier must deliver the Services:
  - a. on time and to the required performance standards or quality, as reasonably notified by the Buyer to the supplier from time to time;
  - b. within the amounts agreed as Charges; and
  - c. with due care, skill and diligence, and to the appropriate professional standard or in accordance with good industry practice as would be expected from a leading supplier in the relevant industry.
- 5.2 The Supplier must:
  - a. ensure that its personnel have the necessary skills, experience, training and resources to successfully deliver the Services
  - b. provide all equipment and resources necessary to deliver the Services
- 5.3 Where an Approved Person has been identified and authorized by the Buyer in schedule 1, the supplier must use the Approved Person in delivering the Services. The Supplier must obtain the Buyer's prior consent if it wishes to change any Approved Personnel.
- 5.4 If the Supplier is at the Buyer's premises, the Supplier must observe the Buyer's policies and procedures, including those relating to health and safety, and security requirements. the Buyer must tell the supplier what the relevant policies and procedures are, and give the Supplier a copy of them.
- 5.5 The scope of the Services to be provided under this Contract does not include dealing with waste, asbestos or other hazardous materials. The Supplier will notify the Buyer immediately upon the discovery of any waste, asbestos or other hazardous materials.

## 6. Charges and payment

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### Charges & invoices

- 6.1 The Charges are the total maximum amount payable by the Buyer to the Supplier for the delivery of the Goods and Services. Charges include the Cost, and where agreed, Expenses.
- 6.2 Unless otherwise stated in Schedule 1 the Charges for the Goods include all of the following:
- a. costs of shipping, carriage and freight
  - b. insurance charges
  - c. customs duties and clearance charges, and
  - d. other costs incurred by the Supplier in delivering the Goods to the Buyer.

### Invoices

- 6.3 The Supplier must provide valid invoices for all Charges on the dates or at the times specified in Schedule 1. The Buyer has no obligation to pay the Charges set out on an invoice, which is not a valid invoice. To be valid an invoice must:
- a. clearly show all customs duty due
  - b. be in Bermuda currency or the currency stated in Schedule 1
  - c. contain the Buyer's name and address and be marked for the attention of the Buyer's Contract Manager, or such other person stated in Schedule 1
  - d. state the date the invoice was issued
  - e. name this Contract and provide a description of the Goods delivered
  - f. contain the Buyer's contract reference or purchase order number if there is one
  - g. state the Charges due, calculated correctly.

### Payment

- 6.4 If the Buyer receives a valid invoice on or before the 3<sup>rd</sup> Business Day of the month, the Buyer must pay that invoice by the 20<sup>th</sup> calendar day of that month. Any valid invoice received after the 3<sup>rd</sup> Business Day of the month will be paid by the Buyer on the 20<sup>th</sup> calendar day of the month following the month it is received. The Buyer's obligation to pay is subject to clauses 6.3, 6.5 and 13.10.
- 6.5 If the Buyer disputes a invoice, or any part of a invoice, that complies with clause 6.3, the Buyer must notify the Supplier within 10 Business Days of the date of receipt of the invoice. The Buyer must pay the portion of the invoice that is not in dispute. The Buyer may withhold payment of the disputed portion until the dispute is resolved.

## 7. Contract management

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### Contract Manager

- 7.1 The persons named in Schedule 1 as the Contract Managers are responsible for managing the Contract, including:
- a. managing the relationship between the Parties
  - b. overseeing the effective implementation of this Contract, and
  - c. acting as a first point of contact for any issues that arise.

### Changing the Contract Manager

- 7.2 If a Party changes its Contract Manager it must tell the other Party, in writing, the name and contact details of the replacement within 5 Business Days of the change.

## **8. Information management**

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### **Information and Records**

- 8.1 The Supplier must:
- a. keep and maintain Records in accordance with prudent business practice and all applicable laws
  - b. make sure the Records clearly identify all relevant time and Expenses incurred in providing the Goods and Services
  - c. make sure the Records are easy to access, and
  - d. keep the Records safe.
- 8.2 The Supplier must give information to the Buyer relating to the Goods that the Buyer reasonably requests. All information provided by the Supplier must be in a format that is usable by the Buyer, and delivered within a reasonable time of the request.
- 8.3 The Supplier must co-operate with the Buyer to provide information immediately if the information is required by the Buyer to comply with an enquiry, or its statutory, parliamentary or other reporting obligations.
- 8.4 The Supplier must make its Records available to the Buyer during the term of the Contract and for 7 years after the End Date (unless already provided to the Buyer earlier).
- 8.5 The Supplier must make sure that Records provided by the Buyer, or created for the Buyer, are securely managed and securely destroyed on their disposal.

### **Reports**

- 8.6 The Supplier must prepare and give to the Buyer the reports stated in Schedule 1, by the due dates stated in Schedule 1.

## **9. The contractual relationship**

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### **Independent Supplier**

- 9.1 Nothing in this Contract constitutes a legal relationship between the Parties of partnership, joint venture, agency, or employment. The Supplier is responsible for the liability of its own, and its Personnel's, remuneration and any taxes, insurance premiums or other levies attributable to the Supplier's business or the engagement of its Personnel.

### **Neither Party can represent the other**

- 9.2 Neither Party has authority to bind or represent the other Party in any way or for any purpose.

### **Permission to transfer rights or obligations**

- 9.3 The Supplier may transfer any of its rights or obligations under this Contract only if it has the Buyer's prior written approval. The Buyer will not unreasonably withhold its approval.

## **10. Insurance**

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### **Where insurance is a requirement**

- 10.1 It is the Supplier's responsibility to ensure its risks of doing business are adequately covered, whether by insurance or otherwise, at its own expense. If required in Schedule 1, the Supplier must have the insurance specified in Schedule 1 and the Supplier must:

- a. take out insurance, with a reputable insurer, and maintain that insurance cover for the term of this Contract and for a period of 3 years after the End Date, and
- b. within 10 Business Days of a request from the Buyer provide a certificate confirming the nature of the insurance cover and proving that each policy is current.

## **11. Conflicts of Interest**

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### **Avoiding Conflicts of Interest**

- 11.1 The Supplier warrants that as at the Start Date, it has no Conflict of Interest in supplying the Goods and Services or entering into this Contract.
- 11.2 The Supplier must do its best to avoid situations that may lead to a Conflict of Interest arising.

### **Obligation to tell the Buyer**

- 11.3 The Supplier must tell the Buyer immediately, and in writing, if any Conflict of Interest arises in relation to the Goods and Services or this Contract. If a Conflict of Interest does arise the Parties must discuss, agree and record in writing whether it can be managed and, if so, how it will be managed. Each Party must pay its own costs in relation to managing a Conflict of Interest.

## **12. Resolving disputes**

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### **Steps to resolving disputes**

- 12.1 The Parties agree to use their best endeavours to resolve any dispute or difference that may arise under this Contract. The following process will apply to disputes:
  - a. a Party must notify the other if it considers a matter is in dispute
  - b. the Contract Managers will attempt to resolve the dispute through direct negotiation
  - c. if the Contract Managers have not resolved the dispute within 10 Business Days of notification, they will refer it to the Parties' senior managers for resolution, and
  - d. if the senior managers have not resolved the dispute within 10 Business Days of it being referred to them, the Parties shall refer the dispute to mediation or some other form of alternative dispute resolution.
- 12.2 If a dispute is referred to mediation, the mediation will be conducted:
  - a. by a single mediator agreed by the Parties, or if they cannot agree, appointed by the President Of The Bermuda Bar Association .
  - b. on the terms of the standard mediation agreement, and
  - c. at a fee to be agreed by the Parties, or if they cannot agree, at a fee determined by the President Of The Bermuda Bar Association.
- 12.3 Each Party will pay its own costs of mediation or alternative dispute resolution under this clause 12.

### **Obligations during a dispute**

- 12.4 If there is a dispute, each Party will continue to perform its obligations under this Contract as far as practical given the nature of the dispute.

### **Taking court action**

- 12.5 Each Party agrees not to start any court action in relation to a dispute until it has complied with the process described in clause 11.1, unless court action is necessary to preserve a Party's rights.

## 13. Ending this Contract

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### Termination by the Supplier

- 13.1 The Supplier may terminate this Contract by giving 20 Business Days Notice to the Buyer, if the Buyer fails to pay Charges that are properly due, and are not in dispute under clause 5.5. The Charges must be overdue by 20 Business Days and the Supplier must have first brought this to the Buyer's attention in writing within this period.
- 13.2 The Supplier may also terminate this Contract under clause 12.8.

### Termination by the Buyer

- 13.3 The Buyer may terminate this Contract at any time by giving 20 Business Days Notice to the Supplier.
- 13.4 The Buyer may terminate this Contract immediately, by giving Notice, if the Supplier:
- a. becomes bankrupt or insolvent
  - b. has a receiver or statutory manager or liquidator appointed
  - c. ceases for any reason to continue in business or to supply the Goods and Services
  - d. is unable to supply the Goods and Services for a period of 20 Business Days or more due to an Extraordinary Event
  - e. is in breach of any of its obligations under this Contract and the breach cannot be remedied
  - f. repeatedly fails to perform or comply with its obligations under this Contract, whether those obligations are minor or significant
  - g. does something, or fails to do something, that, in the Buyer's opinion, results in damage to the Buyer's reputation or business
  - h. has a Conflict of Interest that in the Buyer's opinion is so material as to impact adversely on the supply of the Goods or the Buyer, or
  - i. provides information to the Buyer that is misleading or inaccurate in any material respect.

### Termination by a Party if a breach has not been remedied

- 13.5 If a Party fails to meet the requirements of this Contract (defaulting Party) and the other Party (non-defaulting Party) reasonably believes that the failure can be remedied, the non-defaulting Party must give a Notice (default Notice) to the defaulting Party.
- 13.6 A default Notice must state:
- a. the nature of the failure
  - b. what is required to remedy it, and
  - c. the time and date by which it must be remedied.
- 13.7 The period allowed to remedy the failure must be reasonable given the nature of the failure.
- 13.8 If the defaulting Party does not remedy the failure as required by the default Notice, the non-defaulting Party may terminate this Contract immediately by giving a further Notice.
- 13.9 If the Buyer gives a default Notice to the Supplier, the Buyer may also do one or both of the following things:
- a. withhold any payment of Cost due until the failure is remedied as required by the default Notice, and or
  - b. if the failure is not remedied as required by the default Notice, deduct a reasonable amount from any Cost due to reflect the reduced value of the Goods to the Buyer.

## Supplier's obligations on termination or expiry of this Contract

13.10 On giving or receiving a Notice of termination, the Supplier must:

- a. stop supplying the Goods and Services
- b. comply with any conditions contained in the Notice, and
- c. immediately do everything reasonably possible to reduce its losses, costs, and expenses, arising from the termination of this Contract.

13.11 On termination or expiry of this Contract, the Supplier must, if requested by the Buyer, immediately return or securely destroy all Confidential Information and other material or property belonging to the Buyer.

## Consequences of termination or expiry of this Contract

13.12 The termination or expiry of this Contract does not affect those rights of each Party which:

- a. accrued prior to the time of termination or End Date, or
- b. relate to any breach or failure to perform an obligation under this Contract that arose prior to the time of termination or End Date.

13.13 If this Contract is terminated the Buyer:

- a. will only be liable to pay Charges that were due for Goods and Services delivered before the effective date of termination, and
- b. may recover from the Supplier, or set off against sums due to the Supplier, any Charges paid in advance that have not been incurred.

## Handover

13.14 If the Buyer requests it, the Supplier will provide all reasonable assistance to support any replacement supplier to supply the Goods and Services.

## 14. Confidential Information

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### Protection of Confidential Information

14.1 Each Party confirms that it has adequate security measures to safeguard the other Party's Confidential Information from unauthorised access, or use by third parties, and that it will not use or disclose the other Party's Confidential Information to any person or organisation other than:

- a. to the extent that use or disclosure is necessary for the purposes of providing the Goods and Services, or in the case of the Buyer, using the Goods
- b. if the other Party gives prior written approval to the use or disclosure
- c. if the use or disclosure is required by law (including under the Public Access to Information Act 2010), Ministers or parliamentary convention, or
- d. in relation to disclosure, if the information has already become public, other than through a breach of the obligation of confidentiality by one of the Parties.

### Obligation to inform staff

14.2 Each Party will ensure that its Personnel:

- a. are aware of the confidentiality obligations in this Contract, and
- b. do not use or disclose any of the other Party's Confidential Information except as allowed by this Contract.

## **15. Notices**

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### **Delivery of Notices**

- 15.1 All Notices to a Party must be delivered by hand or sent by post, courier, fax or email to that Party's address for Notices stated in Schedule 1.
- 15.2 Notices must be signed, or in the case of email sent, by the appropriate manager or person having authority to do so.

### **Receipt of Notices**

- 15.3 A Notice will be considered to be received:
- a. if delivered by hand, on the date it is delivered
  - b. if sent by post within Bermuda, on the 3rd Business Day after the date it was sent
  - c. if sent by courier, on the date it is delivered
  - d. if sent by fax, on the sender receiving a fax machine report that it has been successfully sent, or
  - e. if sent by email, at the time the email enters the recipient's information system as evidenced by a delivery receipt requested by the sender and it is not returned undelivered or as an error.
- 15.4 A Notice received after 5pm on a Business Day, or on a day that is not a Business Day, will be considered to be received on the next Business Day.

## **16. Extraordinary Events**

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### **No fault if failure to deliver due to an Extraordinary Event**

- 16.1 Neither Party will be liable to the other for any failure to perform its obligations under this Contract where the failure is due to an Extraordinary Event.

### **Obligations of the affected Party**

- 16.2 A Party who wishes to claim suspension of its obligations due to an Extraordinary Event must notify the other Party as soon as reasonably possible. The Notice must state:
- a. the nature of the circumstances giving rise to the Extraordinary Event
  - b. the extent of that Party's inability to perform under this Contract
  - c. the likely duration of that non-performance, and
  - d. what steps are being taken to minimise the impact of the Extraordinary Event on the delivery of the Goods and Services.

### **Alternative arrangements requiring immediate termination**

- 16.3 If the Buyer, acting reasonably, requires the Goods to be supplied during a period affected by an Extraordinary Event, then despite clause 15.4, the Buyer may terminate this Contract immediately by giving Notice.

### **Termination of Contract**

- 16.4 If a Party is unable to perform any obligations under this Contract for 20 Business Days or more due to an Extraordinary Event, the other Party may terminate this Contract immediately by giving Notice.

## 17. General

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### Changes to this Contract

- 17.1 Any change to this Contract is called a Variation. A Variation must be agreed by both Parties and recorded:
- a. in writing and signed by both Parties, or
  - b. through an exchange of emails where the authors have delegated authority to approve the Variation.

### This is the entire Contract

- 17.2 This Contract, including any Variation, records everything agreed between the Parties relating to the supply of the Goods and Services. It replaces any previous communications, negotiations, arrangements or agreements that the Parties had with each other relating to the supply of the Goods and Services before this Contract was signed, whether they were verbal or in writing.

### Waiver

- 17.3 If a Party breaches this Contract, and the other Party does not immediately enforce its rights resulting from the breach that:
- a. does not mean that the Party in breach is released or excused from its obligation to perform the obligation at the time or in the future, and
  - b. does not prevent the other Party from exercising its rights resulting from the breach at a later time.

### Bermuda law and currency

- 17.4 This Contract will be governed and interpreted in accordance with the laws of Bermuda. All money is in Bermuda dollars unless Schedule 1 specifies a different currency.

### Publication of information about this Contract

- 17.5 The Supplier may disclose the existence of this Contract but must obtain the Buyer's prior written approval before making reference to the Buyer or this Contract in its publications, public statements, promotional material or promotional activities about this Contract.
- 17.6 Each Party undertakes not to post on websites or social networking sites and not to publicly display objectionable or derogatory comments about the Goods and Services, this Contract, each other, or any Personnel and to ensure that its Personnel do not do so.

### Signing the Contract

- 17.7 The date of execution is date this Contract is signed. This Contract is properly signed if each Party signs the same copy, or separate identical copies, of the execution page. If this Contract is signed on two separate dates or separate copies are signed, the date of execution is the later of the two dates. Where separate copies are signed the signed copy can be the original document, or a faxed or emailed copy.

### Clauses that remain in force

- 17.8 The clauses that by their nature should remain in force on expiry or termination of this Contract do so, including clauses: 8 (Information management), 10 (Insurance), 12 (Resolving disputes), 13 (Ending this Contract), 14 (Confidential Information), 17 (General) and 19 (Definitions).

## Precedence

- 17.9 If there is any conflict or difference between the documents forming this Contract then the order of precedence is:
- a. a Variation agreed between the Parties under clause 16.1
  - b. Schedule 1
  - c. any Attachment to Schedule 1

## Indemnity

17.10 To the fullest extent permitted by law, the Supplier shall indemnify and hold harmless the Buyer, Buyer's representatives, agents and employees from all claims, losses, damages and expenses, including attorney's fees arising out of or resulting from the performance of the work, provided that such claim, loss, damage or expense is caused in whole or in part by any negligent act or omission of the Supplier, anyone directly employed by them or anyone whose acts they are liable for, and attributes to bodily injury, sickness, disease or death, mold growth, or to injury to or destruction of tangible property (other than the work itself) including any resulting loss of use, regardless of whether or not it is caused in part by a party indemnified above.

## 18. Definitions

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18.1 When used in this Contract the following terms have the meaning beside them:

**Approved Personnel** A person who is engaged by the Supplier to deliver the Services and is named in Schedule 1. The Supplier must use this person in the delivery of the Services and cannot change them without first obtaining the Buyer's written consent.

**Attachment** Any supplementary document named in Schedule 1 as an Attachment to this Contract.

**Business Day** A day when most businesses are open for business in Bermuda. It excludes Saturday, Sunday and public holidays. A Business Day starts at 8.30am and ends at 5pm.

**Buyer** The Buyer is the purchaser of the Goods and Services.

**Charges** The total amount payable by the Buyer to the Supplier as stated in Schedule 1. The Supplier's Charges include Costs and any Expenses stated in Schedule 1. Charges are payable on successful delivery of Goods provided a valid invoice has been submitted.

**Confidential Information** Information that:

- a. is by its nature confidential
- b. is marked by either Party as 'confidential', 'in confidence', 'restricted' or 'commercial in confidence'
- c. is provided by either Party, or a third party 'in confidence'
- d. either Party knows or ought to know is confidential, or
- e. is of a sensitive nature or commercially sensitive to either Party.

**Conflict of Interest** A conflict of interest arises if a Party or its Personnel's personal or business interests or obligations do or could conflict or be perceived to conflict with its obligations under this Contract. It means that its independence, objectivity or impartiality can be called into question. A conflict of interest may be:

- a. actual: where the conflict currently exists
- b. potential: where the conflict is about to happen, or could happen
- c. perceived: where other people may reasonably think that a person is compromised.

**Contract** The legal agreement between the Buyer and the Supplier that comprises Page 1 (the front sheet), Schedule 1, this Schedule 2, any other Schedule, and any Variation and Attachment.

**Contract Manager** The person named in Schedule 1 as the Contract Manager. Their responsibilities are listed in clause 6.

**Cost** The amount payable to the Supplier for the Goods calculated on the basis stated in Schedule 1 excluding any Expenses.

**Delivery Address** The address where the Supplier must deliver the Goods as specified in Schedule 1 or such other address as specified by the Buyer.

**Description of Goods** The specific requirements for the Goods as described in Schedule 1.

**End Date** The earlier of the date this Contract is due to end as stated in Schedule 1, the date of termination as set out in a Notice of termination, or any other date agreed between the Parties as the date the Contract is to end.

**Expenses** Any actual and reasonable out-of-pocket costs incurred by the Supplier in the delivery of the Goods and agreed to by the Buyer in Schedule 1.

**Extraordinary Event** An event that is beyond the reasonable control of the Party immediately affected by the event (including where the Buyer has failed to make due payment because of an event beyond its reasonable control). An Extraordinary Event does not include any risk or event that the Party claiming could have prevented or overcome by taking reasonable care. Examples include:

- a. acts of God, lightning strikes, earthquakes, tsunamis, volcanic eruptions, floods, storms, explosions, fires, pandemics and any natural disaster
- b. acts of war (whether declared or not), invasion, actions of foreign enemies, military mobilisation, requisition or embargo
- c. acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution or military usurped power or civil war, or
- d. contamination by radioactivity from nuclear substances or germ warfare or any other such hazardous properties.

**Goods** The Goods described in Schedule 1 that the Supplier must supply under this Contract.

**Notice** A formal or legal communication from one Party to the other that meets the requirements of clause 14.

**Party** The Buyer and the Supplier are each a Party to this Contract, and together are the Parties.

**Personnel** All individuals engaged by either Party in relation to this Contract, or the supply of Goods and Services. Examples include: the owner of the business, its directors, employees, subSuppliers, agents, external consultants, specialists, technical support and co-opted or seconded staff.

**Records** All information and data necessary for the management of this Contract and the supply of Goods. Records include but are not limited to, reports, invoices, letters, emails, notes of meetings, photographs and other media recordings. Records can be printed hard copies or soft copies stored electronically.

**Schedule** An attachment to this Contract with the title 'Schedule'.

**Start Date** The date when this Contract starts as stated in Schedule 1.

**Supplier** The person, business, company or organisation named as the Supplier on page 1. It includes its Personnel, successors, and permitted assignees.

**Variation** A change to any aspect of this Contract that complies with clause 16.1.

**CONTRACT FOR GOODS AND SERVICES  
EXECUTION PAGE**

Signed for and on behalf of **BERMUDA AIRPORT AUTHORITY**  
By Lester Nelson, Chief Executive Officer

Signed for and behalf of **[NAME]**  
By **[ ]**

## SCHEDULE 1

### Start Date

### End Date

### Contract Managers

The Contract Manager for the Buyer is

Name:

Title/position:

Phone:

Fax:

Email:

The Contract Manager for the Supplier is

Name:

Title/position:

Phone:

Fax:

Email:

### Addresses for Notices

Notices to the Buyer shall be addressed to Bermuda Airport Authority Building 332 East, 11 Waller's Point Road, St George's DD03 Bermuda for the attention of the Chief Executive Officer

Buyer's Fax No.

Notices to the Supplier shall be addressed to [address]

Supplier's Fax No.

### Description of Goods and Services

- 1.1 furnishing all labour, materials and equipment to perform all work described below and in accordance with Schedule of work and specifications therein in the RFP for the Bermuda Airport Authority leased office space at Bldg. # 332 "East" 11 Waller's Point Road, St George's 0003;
- 1.1 furnishing all labour, tools, equipment and all Personnel Protective Equipment (PPE) for the proposed works.
- 1.2 engaging in best Safety and Health, NEC and NFPA practices during the performance of the works.

### Cost of Goods

As set forth in Appendix II to the Contract

### Warranty Period

12 months minimum [on all Goods and Services<sup>1</sup>]

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**Charges**

The Contract Price is \$

**Invoicing**

Monthly, subject to clause 6

**Address for Invoicing**

The Supplier's invoices shall be addressed to the Buyer's address for notices given above and shall comply with clause 6.3.

**Insurance Cover**

Workmen's Compensation	
Employer's Liability (minimum)	\$1,000,000
General Liability	\$250,000
Collapse	
Automotive Liability:	
Bodily Injury	\$500,000
Property Damage	\$250,000
Property Insurance	value of work
Replacement Cost Allowance	15%

**Retention**

The Retention Percentage up to Substantial Completion <sup>2</sup>	10%
The Retention Percentage for the duration of the Warranty Period	2.5%

**Liquidated Damages**

Amount of Liquidated Damages per day (applied per calendar day)

The Supplier shall maintain, at his own expense, full and complete insurance on its work until final approval of the work described in the contract. The Supplier shall not hold the Buyer liable from all costs, damages, fees and expenses from any claims arising on the project. Failure of the Supplier to maintain appropriate insurance coverage may deem a material breach allowing the Buyer to terminate this contract or to provide insurance at the Supplier's expense.

**Supplier's Approved Personnel** (as applicable)

**Other Provisions**

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