

Managing contractors and suppliers

Key points to be considered in the development of contracts



This document provides an overview of the key points that will need to be considered by Returning Officers (ROs) when developing contracts. For more detailed guidance on managing contractors and suppliers, please see Section 6, 'Managing contractors and suppliers' of our planning guidance *Essentials of effective election management*, which is available for download from our website at www.electoralcommission.org.uk/guidance/resources-for-electoral-administrators/local-elections.

1. The parties to the contract (i.e. RO and supplier)

2. Returning Officer obligations

- Provide clear specification of requirements including quality, quantity, delivery schedules, etc.
- Nominate a contract manager to act as the main point of contact throughout the election.
- Commit to supply accurate data on time and in agreed format, with agreed procedure for proof checking
- Agree a process with supplier to vary contract, e.g. in the event of a combined poll; if ballot paper size varies substantially due to unexpected high/low number of candidates standing (see also point 4 below)

3. Supplier obligations

- Provide clear response to specification with unambiguous pricing schedule
- Ensure that Project Manager liaises with the RO's contract manager
- Commit to deliver work in connection with the contract on time and to agreed specification
- Meet legislative requirements as directed by the RO
- Have contingency arrangements to cover variances, e.g. in the event of a combined poll; if ballot paper size varies substantially due to unexpected high/low number of candidates standing (see also point 4 below)
- Print ready proofs/test documents
- Agree a process to rectify errors

4. Contract variation

- Any variation must be made in writing and agreed by both parties
- Contract should be capable of being adapted (e.g. to take account of casual vacancies or combination with a snap UK Parliamentary general election)

5. Warranties and indemnities

- Supplier to provide re-assurance of sufficient resources to fulfil the contract
- Supplier to indemnify RO against any costs, claims, actions, demands and proceedings arising from any acts, errors or omissions (wilful, negligent or otherwise)
- Supplier to outline contingency plans to ensure business continuity in the event of failure of resources (workforce) or systems (machines, digital printers, transport, accommodation, etc.), and any costs associated with these plans

6. Insurance

- Supplier to satisfy the RO that adequate insurance is in place to cover all risks in relation to public liability and professional negligence

7. Audit and inspection

- Supplier to allow the RO and/or appointed representative to quality assure the products at any reasonable time without prior notice. This should include the inspection of any records relating to the contract
- Supplier to allow Electoral Commission representatives and accredited observers to observe the process as required by legislation

8. Assignment and sub-contracting

- No assignment or sub-contracting in whole or part allowed without prior written consent of RO
- RO must have full access to any sub-contractor(s)
- RO may assign and transfer rights/liabilities to another body on failure under the whole or any part of the contract to ensure RO able to fulfil legal responsibilities

9. Payment

- Invoicing by supplier in accordance with tender/quotation
- Invoice to include all supporting information in relation to the costs charged
- RO to settle within time to be agreed with the supplier

10. Termination of contract on fundamental breach by supplier

- The contract should allow the RO to terminate the contract in the following circumstances:
 - Negligent act or omission
 - An act resulting in RO being unable to perform statutory duties
 - Insolvency or dissolution of company affecting contract

11. Freedom of Information

- Even though the RO is not subject to FOI, in the interests of transparency, consideration should be given to agreeing to some disclosure in the event of an FOI request

12. Data Protection and secure storage

- The supplier and the RO must not divulge any confidential information relating to the terms of the contract
- The supplier and any sub-contractors must ensure the secure destruction of all ERO data and related materials at an agreed point
- The supplier must ensure the safe/secure storage of all live ballot papers

13. Requirements for secrecy

- ROs to provide suppliers with a copy of Section 66 of the Representation of the People Act 1983 (as amended)



This checklist is issued in accordance with the Electoral Commission's power under Section 10 of the Political Parties, Elections and Referendums Act 2000 (PPERA) to provide advice to ROs. It is not meant as a comprehensive guide to the relevant election law, and no expression of views on the part of the Commission can alter the application of any legislation to any particular case. ROs and their own legal advisers must reach conclusions based on the details of any particular case. Whilst the Commission has a statutory power to provide advice, questions of the final interpretation of the law are ultimately a matter for the courts. A court would have regard to any guidance provided by the Commission.