

PETERBOROUGH CITY COUNCIL TERMS AND CONDITIONS OF ORDER

As a supplier to Peterborough City Council you must (if you have not done so already) register your company details on our supplier relationship management solution - Supplierforce. You must also use this system to ensure your company details are kept up to date. Failure to do so may lead to delays in invoice settlement. If you have not yet registered, please contact suppliers@peterborough.gov.uk

1. **DEFINITIONS**

The Council Contract means Peterborough City Council means any Contract for the purchase or supply of Goods and/or Services by the Council from the Supplier

Goods means the Goods and/or Services specified in the Order and all parts or components of them as specified in the Order

Order means the Council's Order to the Supplier in respect of the Goods

Supplier means Supplier to whom the Order is issued

Legal Obligations means any present or future statute, statutory instrument or by law, or any present or future regulation, order, directions, code of practice or requirement of any statutory, public, local or other competent jurisdiction in so far as it relates to the Goods and/or Services to be supplied or to its use irrespective of the person on whom the obligation is imposed
2. **EXISTENCE OF CONTRACT**

No Contract shall come into existence until the Supplier acknowledges the Council's Order.

The Contract shall incorporate the Order and any specifications or conditions implied by law. These conditions shall be incorporated in the Contract to the exclusion of any terms or conditions stipulated or referred to by the Supplier.
3. **TERMS OF PAYMENT**

Suppliers to the Council must clearly state the Purchase Order number on all invoices in order to receive payment. Payment will be made 30 days from the date of the invoice unless otherwise prearranged with the Council.

All invoices must be sent to the 'invoice to' address stated on the Purchase Order, failure to do this may result in late payment. The Council takes no responsibility under the incorrect addressing of invoices.
4. **DELIVERY**

The Council shall have no responsibility for packing materials or cases and the Supplier shall adequately pack and protect Goods against damage and deterioration and deliver them no earlier or later than the time or times stipulated in the Order or as the Council directs.

The Supplier shall be responsible for any expenses incurred to deliver any incorrectly delivered Goods to the correct delivery point or return any items delivered in excess of the quantity specified in the Order.
5. **PASSING OF TITLE AND RISK**

Title and risk in the Goods passes on the date (if any) specified in the Order and if none is specified on the physical delivery of the Goods in accordance with the Order.
6. **TERMINATION / REJECTION**

If the Supplier defaults in any of its obligations under the Contract, becomes insolvent, has a receiver appointed of its business, is compulsorily or voluntarily wound up or the Council believes that any such events may occur the Council shall be entitled, at its discretion without prejudice to any other remedy, to suspend the performance of or terminate the Contract and in the event of termination to keep or take possession of any of the Goods belonging to the Council. If any Goods do not confirm to the Order or the Contract on any grounds at all the Council shall be entitled at its discretion without prejudice to any other remedy to exercise and one of the following rights:

 - Reject the Goods whole or part;
 - Permit the Supplier to replace, repair or reinstate the Goods so that they conform to the Order and;
 - Carry out or will have carried out at the Supplier's expense such work as necessary to conform to the Order/Contract.

If the Council terminates the Contract the Supplier shall return to the Council all payments made and if the Council rejects any Goods the Supplier must return to the Council all payments already made for the rejected Goods. Where on termination the Council elects to keep or take any Goods it shall account to the Supplier for them as a proportion of their price or value to the Council whichever is less but otherwise no compensation shall be payable to the Supplier on termination or rejection.
7. **COUNCIL'S RIGHTS IN SPECIFICATIONS, PLANS, PROCESS INFORMATION ETC**

Any specifications, plans, drawings, process information, patterns or designs supplied by the Council to the Supplier in connection with the Order shall remain the property of the Council and any information derived therefrom or otherwise shall not, without the written consent of the Council, be published or disclosed to any third party, or made use of by the Supplier except for the purpose of implementing the Order. Any specifications, plans, drawings, process information, patterns or designs supplied by the Council must be returned to the Council on fulfilment of the Order.
8. **FREE ISSUE MATERIALS**

Where the Council for the purpose of the Order issues materials 'free of charge' to the Supplier such materials shall be and remain the property of the Council. The Supplier shall maintain all such materials in good order and condition subject to fair wear and tear. The Supplier shall use such materials solely in connection with the Order. Any surplus material arising from poor workmanship or negligence of the Supplier will be made good at the Supplier's expense. Without prejudice to any other rights of the Council the Supplier shall deliver up such materials whether processed or not upon the Council's demand.
9. **HAZARDOUS GOODS**

Hazardous goods must be marked by the Supplier with international danger symbols and display the name of the materials in English. Transport and other documents must include a declaration of the hazard and the name of the materials in English. Hazardous goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Supplier shall observe the requirements of UK and international requirements relating to the packaging, labelling and carriage of hazardous goods.

All information held by, or reasonably available to, the Supplier regarding any potential hazards known to the supplier in the delivery of the goods must be promptly communicated to the Council.
10. **NO WAIVER**

The failure of the Council to enforce any of these terms and conditions does not in any way release, exonerate or affect the liability of the Supplier, or act as a waiver of these terms and

conditions and the right of the Council at any time afterwards to enforce all of the stated terms and conditions.
11. **WARRANTY**

The Supplier at its own expense, make good any defects which under the proper use appear in the Goods during a period beginning on their delivery and ending 12 months after, or for any other defects period specified in the Council's Order.
12. **LOSS AND INDEMNITY**

The Supplier shall indemnify and keep indemnified the Council against all loss, damage or injury to the Council, any claim in respect of loss, damage or injury made against the Council by third parties and any costs expenses arising in connection with them which result with the Supplier's failure to comply with the Order or Contract (whether negligent or otherwise) and in particular resulting from any defect in the Goods or other materials, construction, workmanship or design or any claim that any Goods prepared or supplied under the Order or Contract except exclusively in accordance with a design or instruction given by the Council infringe or are alleged to infringe the rights of any third party claimed under or in connection with any patent, registered design, copyright or breach of confidence. The Supplier shall at all times be fully insured against all insurable liability under the Contract for at least the sum of £10,000,000 for any one claim, unlimited in any one period of insurance.

The Supplier shall all facilities, assistance and advice required by the Council or its insurers for the purpose of contesting or dealing with any action claim or matter arising out of the Supplier's performance or purported performance of a failure to perform the Contract.
13. **EQUIPMENT & MATERIALS**

The Supplier shall provide as its own risk, cost and expense all equipment and materials necessary for the performance of the Contract.

The Supplier shall be responsible for the security of all equipment and materials used by the Supplier in the performance of the Contract and the Council shall be under no liability in respect thereof. For the avoidance of doubt, this shall include all equipment and materials left unattended or unguarded on site for any period.
14. **STATUTORY AND OTHER REQUIREMENTS**

The Supplier undertakes that the Goods are safe and without risk when properly used and comply in all respects with all Legal Obligations in force at the date of delivery.

The Supplier shall Supply in respect of the Goods such information about the use of them as is required by the Legal Obligations and enables the Council to comply with them so far as is required by the law.
15. **ASSIGNMENT AND SUBLETTING**

The Supplier shall not assign or sub-let the Contract in whole or in part without first obtaining the Council's written consent. It shall be a condition of any such consent to any sub-letting of the Contract that the supplier shall:-

 - Ensure and be responsible for the compliance by any sub-contractor with the terms of the Contract and include in the sub-contract provisions consistent for the benefit of and enforceable by the Council and furnish the Council with copies of any sub-contract upon the Council's request at any time.

Invoices should be sent to the Council from the contracted primary Supplier and sub-contractors should invoice the Supplier respectively.
16. **LAW AND JURISDICTION**

These terms and conditions shall be governed by English Law and the Supplier consents to the exclusive jurisdiction of the English courts in all matters regarding it.
17. **NOTICES**

Any notice to be given under these terms and conditions shall be in writing and shall be sent by first class mail or by fax (confirmed by first class mail) to the address of the relevant party or to the relevant fax number. Notices will be deemed to have been received two working days after the day of posting or one working day after the transmission of the fax.
18. **TIME OF THE ESSENCE**

Time shall be of the essence of any Contract
19. **ANTI CORRUPTION**
 - a The Supplier shall not do, and warrants that in entering the contract it has not done any of the following (hereafter 'prohibited acts')
 - i Offer, give or agree to any employee, office or servant of the Council any gift or consideration to any kind of inducement or reward
 - for doing or not doing (or having done or not having done) any act in relation to the obtaining or performance of this or any other contract with the Council or
 - for showing or not showing bias to any person in relation to this or any other contract with the Council
 - ii enter into this or any other contract with the Council in connection with which commission has been paid or has been agreed to be paid by them or on their behalf, or to their knowledge, unless before this Agreement is made particulars of any such commission and of the terms and conditions of any such agreement for the payment thereof have been disclosed in writing to the Council.
 - b If the Supplier, its employees, agents or any sub-contractor (or anyone acting on its or their behalf) does any of the prohibited acts or commits any offence under the Prevention of Corruption Acts 1889-1916 with or without the knowledge of the Supplier in relation to this or any other contract with the Council, the Authority shall be entitled:
 - i To terminate this agreement and recover from the Supplier the amount of any loss resulting from the termination
 - ii To recover from the Supplier the amount or value of any such gift, consideration or commission
 - iii To recover from the Supplier any other loss sustained in consequence of any breach of this condition, whether or not this Agreement is terminated
 - c In exercising its rights or remedies under this condition, the Council shall:
 - i Act in a reasonable and proportionate manner having regard to such matters as the gravity of, and the identity of the person performing the prohibited act;