

TERMS AND CONDITIONS OF PURCHASE OF GOODS AND SERVICES

Overview

1. Southwater Parish Council (hereafter “the Council”) places all orders for goods and services under the Terms and Conditions of this document “Terms and Conditions of Purchase of Goods and Services”.
2. All written communications with the Council shall be addressed to The Executive Officer, Southwater Parish Council, Beeson House, 26 Lintot Square, Fairbank Road, Southwater, West Sussex, RH13 9LA.
3. Communication by e-mail is acceptable if addressed to enquiry@southwater-pc.gov.uk. However, a transmission of any e-mail that demands electronic acknowledgement of such an e-mail will not be accepted as proof of delivery.

Obligations of Terms and Conditions

4. The contract shall comprise only the Council’s specification where applicable, the official order and these Terms and Conditions of Contracts, in that order of precedence.
5. The official order addressed to a designated authorized officer (generally the Executive Officer to the Council) together with these Terms and Conditions, comprise the entire contract between the Council and the Supplier.
6. No terms and conditions put forward by the Supplier (including terms relating to hire, lease, or loan) shall form part of the contract unless included in the official order.
7. Unless the Council expressly agrees in writing, every party shall be governed by these conditions, to the exclusion of all other conditions.
8. By taking action against an official order, the Supplier will be deemed to have accepted these Terms and Conditions in their entirety.
9. A delivery note stating the price and the order number (if quoted on the official order) must accompany each delivery of goods.
10. The price identified in the official order is fixed unless otherwise stated. When referring to the supply of goods, the price includes delivery by the Supplier to the destination(s) stipulated in the official order.
11. Property and risk – any goods which pass acceptance by the Council, or, in the case of delivery in instalments, on acceptance of each instalment.

12. Goods and services which conform in every respect to the specifications and drawings, samples or descriptions provided shall be to the satisfaction of the Council. If requested by the Council, the Supplier shall supply, free of charge, certified copies of records of inspection and testing to confirm such compliance.
13. Without prejudice to any standard required elsewhere in the contract, all goods and services shall conform to any applicable specification or code of practise issued by the British Standards Institution or the International Standards Organization, those current at the date of the proposal.
14. In addition to Clause 13, the Supplier warrants (in the case of goods) that the goods are of satisfactory quality and fit for purpose for which it is supplied, (in the case of services) that it will provide the service with reasonable skill, care and diligence.
15. All terms implied by statute in a contract relating to this order shall be binding on the supplier. It shall be the responsibility of the Supplier to deliver the goods to the Council and they shall be at his risk during transit.
16. If goods and services do not comply with the official order, or any condition of the contract are not complied with, or it is clear that the Supplier will not be able to perform his part of the contract, then, without prejudice to any other rights or remedies the Council may have, it may (at its discretion) reject the goods or services (or part of them) and/or cancel the official order (or part of it) by giving written notice to the Supplier to cancel the supply of goods or services, replace or rectify the goods or services to the Council's satisfaction, or carry out, at the Supplier's expense such work as may be necessary to make the goods or services comply with the contract.
17. The supplier shall, free of charge, immediately repair or replace (as the Council shall elect) goods which failed to arrive, are damaged or not fit for purpose following which the Supplier shall forthwith repay to the Council any money paid by it for rejected goods or services.
18. The Supplier shall comply with Council policies, i.e., Council terms, and particularly any that are brought to their specific attention, e.g., procedures as to goods, etc.
19. The Supplier shall not sub-contract the official order or any part of it without the prior written consent of the Council
20. The Council would cancel this contract and recover from the Supplier any loss resulting from such cancellation if the Supplier or any person acting on his behalf shall have offered, given or agreed to give any officer or member of the Council any gift or consideration of any kind as an inducement or reward in respect of the contract, or shall have committed any offence under the Prevention of Corruption Act 1889 to 1916 or Section 117 of the Local Government Act 1972.
21. The Council may cancel this contract if the Supplier becomes bankrupt or insolvent.

22. The Supplier shall be liable for and it indemnifies the Council, its employees, agents or contractors against all proceedings, liabilities, loss, damage, claims, costs and expenses whatsoever arising, directly or indirectly, out of or in the course of or in connection with the supplies supplied or value of said goods or provision or value to provide services. The Supplier shall maintain insurance policies containing an indemnity to principles clause with a reputable insurer to cover such liability and it should provide evidence of this if so requested by the Council.
23. The Supplier shall not infringe an intellectual property right of any third party.
24. The intellectual property rights not in specifications information instructions, plans, drawings, patterns, models, designs whatever material made valuable to the Supplier by the Council or obtain on the Supplier in connection with the contract shall remain vested solely in the Council and intellectual property rights in anything arising out of the supply shall be based in the Council.
25. The Supplier shall comply with all applicable legislation, including, but not limited to, the Health and Safety at Work Act 1974, Race Relations Act 1976, Sex Discrimination Act 1975, and the Disability Discrimination Act 1995, the Human Rights Act 1998, General Data Protection Regulations 2018, or any statutory modifications or renegotiations thereof.
26. The Council must protect the public funds it handles and therefore it may use the information the Supplier gives relating to this order (e.g., invoice) to prevent and detect fraud. It may also share this information for the same period with other organisations which handle public funds.
27. Subject to Clause 28, the parties, their employees, and agents, shall keep same and not disclose any information provided in confidence, without the prior written consent of the other parties, except as may be necessary for the performance of the contract. The deed of confidentiality shall not apply to any information (i) in the possession of the party concerned, without restriction as its disclosure before receiving it from the disclosing party or (ii) received from a third party who lawfully claimed it and who is under no obligation restricting its disclosure; (iii) has or becomes public knowledge (otherwise than by breach of this clause) and (iv) liable to disclosure under the Freedom of Information Act 2000 or any other legislation.
28. The Supplier shall assist and co-operate with the Council to enable it to comply with the obligations under both the General Data Protection Regulations 2018 and the Freedom of Information Act 2000 respectively.
29. The Supplier shall confirm that it is fully compliant with the General Data Protection Regulations 2018 providing a copy of the Company's ICO Registration, and once any contract is let must ensure that all personal data is redacted if such material is retained by the Supplier.

30. If either the Council internal or external auditors investigates the contract, the Supplier shall provide such information, access and co-operation as this person may reasonably require.

Financial Condition

31. The Supplier shall deliver a detailed invoice as soon as possible after acceptance of the goods or services, unless otherwise specified in the official order.
32. Invoices will usually be paid within thirty days of receipt.
33. Payments are generally only made once a month.
34. If provided on the official order, the Supplier must quote the order number(s) on the invoice. Failure to do so may incur a delay in payment.
35. Under no circumstances will a deposit or other preliminary payment be made.
36. If written in writing, such payments may be made against specifically identified projects, or service milestones.

November 2021