

Standard terms and conditions for goods and services (purchase orders)

1. General

1.1 Subject to clause 18 these terms and conditions apply to the order detailed overleaf ("purchase order") placed by Leicester City Council ("the Council") with the named individual, firm or company ("the Supplier").

1.2 No terms or conditions in or attached to any catalogue, invoice or other sales literature or document or tender or dispatch/delivery advice note of the Supplier which are inconsistent with these terms and conditions or which purport to add to or vary them in any way shall have any effect unless expressly accepted by the Council in writing. In the absence of such acceptance the Supplier shall be deemed to have withdrawn or waived his terms or conditions and to contract solely on the basis of the Council's. Acceptance by the Council of any goods and/or services provided pursuant to the purchase order shall not constitute or be deemed to constitute acceptance by the Council of the Supplier's terms or conditions.

1.3 The contract shall commence and the Supplier will be contractually bound upon the despatch of a purchase order by the Council.

2. Price

2.1 The price to be paid by the Council for the goods and/or services is as set on the purchase order.

2.2 No variation of such price shall be effective unless agreed in writing between the Supplier and the Council.

3. Invoices, Payment and Recovery of sums due

3.1 Detailed priced VAT invoices shall be sent by first class post to the Council at the address detailed on the purchase order. Invoices shall be sent immediately after delivery of goods is made or completion of the services and quoting the purchase order number.

3.3 The Council shall make payment for the goods/services within 30 days of receipt of a valid and undisputed invoice from the Supplier.

3.4 The Council may set off against any sums due to the Supplier whether under this contract or any other agreement or otherwise any lawful set off or counterclaim to which the Council may at any time be entitled.

4. Conformity of Goods/Services

4.1 The goods and/or services supplied or performed shall:

- (a) conform as to the quantity, type, sort, quality and description as detailed on the purchase order;
- (b) be fit for the purpose made known to the Supplier expressly or by implication and in this respect the Council shall rely on the Supplier's skill and judgement;
- (c) be new (unless otherwise specified in the purchase order) and of sound materials and skilled and careful workmanship; and
- (d) comply with any current legislation and standards specified applicable to the goods/services and where no standard is specified comply with the relevant British Standards or equivalent.

4.2 If the goods and/or services fail to comply with clause

4.1 in any way the Council is entitled to return the goods at the risk of the Supplier and reject the goods and/or services and either require the Supplier to re-perform the services or accept the whole or part of the goods and/or services supplied by the Supplier but without prejudice to any rights of the Council to claim compensation or damages for loss or damage suffered as a result of such failure to comply.

5. Delivery of Goods and/or Performance of Services

5.1 All goods and/or services ordered by the Council under the purchase order shall be delivered or performed at the sole cost of the Supplier.

5.2 Failure to deliver the goods or perform the services on the date specified on the purchase order shall entitle the Council to cancel the contract without notice.

6. Indemnity and Insurance

6.1 The Supplier shall hold and keep the Council fully indemnified from and against all actions, costs, claims, demands, and liability whatsoever in respect of any injury or damage to persons or property due to or arising out of the performance of the contract or any breach by the Supplier of these terms and conditions or any terms or obligations implied by law or any other relevant statutory provision as in force from time to time.

6.2 The Supplier warrants that it has in place insurance policies covering all indemnities under this Contract and shall provide written evidence of the relevant policy of insurance together with evidence of payment of its latest premium to the Council upon request.

7. Confidentiality

The Supplier shall treat all information belonging to the Council as confidential and safeguard it accordingly; and shall not disclose any confidential information without the prior written consent of the Council unless required to by law.

8. Intellectual Property

The Supplier warrants that none of the goods/services provided shall infringe any patent, trade mark, registered design, copyright or other rights in industrial property of any third party and the Supplier shall indemnify the Council against all actions, demands, charges, expenses and costs (including legal costs) which the Council may incur as a result of or in connection with any breach of the same.

9. Freedom of Information and Environmental Information Regulations

The Supplier acknowledges that the Council is subject to the requirements of the Freedom of Information Act 2000 and the Environmental Information Regulations and shall assist and cooperate with the Council (at the Supplier's expense) to enable to the Council to comply with its obligations.

10. Observance of Statutory Requirements and Council Policies

10.1. The Supplier shall comply with all legislation and/or statutes, orders, regulations or byelaws in force (and as may be amended from time to time) applicable to the delivery of the goods/services including but not limited to the Data Protection Act 1998 and the Equality Act 2010 and shall indemnify the Council against all losses, claims or liabilities, expenses, and proceedings resulting from the Supplier's non-compliance with the same.

10.2. The Supplier acknowledges and undertakes to comply with all Council policies applicable to the provision of the goods/services as amended from time to time.

11. Bribery and Corruption

The Council may cancel the contract and recover from the Supplier the amount of any loss resulting from any offence committed under the Bribery Act 2010, the Prevention of Corruption Acts or Section 117 of the Local Government Act 1972.

12. Force Majeure

Notwithstanding anything contained in these terms and conditions neither the Council nor the Supplier shall be liable for any loss damage or expense suffered or incurred by the other party by reason of fire accident wars lockouts or any restriction or prohibition imposed by the Government or

a duly authorised authority which was unable to be prevented or avoided by the Council or the Supplier.

13. Termination

13.1 The Council may terminate the provision of goods/services under the terms of the purchase order at any time by giving 30 days written notice to the Supplier.

13.2 If at any time after the date of this purchase order the Supplier is made bankrupt or in the case of a Limited Company calls a meeting of its creditors then the Council shall be entitled to treat the contract as repudiated and cancelled in respect of any goods and/or services not delivered in accordance with the terms of the contract.

13.3 If the Supplier breaches any term of these terms and conditions the Council may (if the breach is capable of remedy) give the Supplier notice of the breach and the Supplier shall remedy the breach within 7 days (or such timeframe as specified in writing by the Council) from receipt of notice of the breach. If the Supplier fails to remedy or if the breach is not capable of remedy the Council may terminate forthwith.

14. Sub-Contracting or Assignment

The Supplier shall not sub-contract or assign or transfer this contract to any third party without the written consent of the Council.

15. Notices

Any notification by either party to the other under the contract shall be in writing, delivered by first class post or e-mail to the other party at the address shown in the purchase order. All notices shall be deemed duly given on the day of posting or if sent by e-mail immediately when the notice is transmitted.

16. Rights of Third Parties

Unless expressly granted, it is not intended that a third party should have a right to enforce a provision of this contract pursuant to the Contracts (Rights of Third Parties) Act 1999.

17. Governing Law

This contract shall be governed by and construed in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.

18. Tender or Quotation Terms and Conditions

Subject to clause 19; where this Purchase Order has been issued in connection with a formal contract between the Council and the Supplier relating to the supply of the goods/services and where there is a conflict between the terms and conditions of the contract and these terms and conditions the terms and conditions of the contract will prevail.

19. Grant Agreements

Where this Purchase Order has been issued in connection with a grant agreement between the Council and the Supplier, this Purchase Order shall be governed by the terms and conditions contained within that grant agreement.