

**The Council of the City of Stoke-on-Trent
Terms & Conditions of Purchase**

GENERAL

1. These terms and conditions apply to every order placed by the Council of the City of Stoke-on-Trent ("the Council") with any individual or Company ("the Supplier") each a "Party" and together the "Parties". No terms and conditions of the Supplier whether stated on a delivery note, invoice, catalogue or other literature shall apply override or supersede any of the Council's terms and conditions unless expressly agreed by the Council in writing. Acceptance of any goods by the Council shall not constitute acceptance by the Council of the Supplier's terms and conditions

PRICE

- 2.1 Any price quoted at the time of the Council's order shall be the price that the Council pays and cannot be increased by the Supplier prior to delivery of the goods or execution of the services
- 2.2 The Supplier shall invoice the Council in arrears in respect of goods or services delivered in compliance with the order upon completion of the delivery of the goods or services (or, if the order specifies otherwise, in accordance with the payment schedule set out in the order) , ensuring that invoices are raised in such form as the Council may reasonably require.
- 2.3 The Council shall verify and pay each valid and undisputed invoice received in accordance clause 2.2 within 30 days of receipt of the invoice. Undue delay by the Council in considering and verifying an invoice shall not be sufficient justification for the Council failing to regard it as valid and undisputed for these purposes.
- 2.4 Provided always that the Council reserves the right to set-off any monies due to the Council from the Supplier against any monies due to the Supplier from the Council pursuant to the order
- 2.5 The Council shall not be responsible for payment for any goods or services that have not been given an order number.

DELIVERY OF GOODS / PERFORMANCE OF SERVICES

- 3.1 Time shall be of the essence in respect of the performance by the Supplier of its obligations.
- 3.2 All goods ordered by the Council shall be delivered at the cost of the Supplier and shall remain at the risk of the Supplier until the goods are accepted by the Council. Signing for receipt of the delivery of goods shall not constitute acceptance by the Council of the goods
- 3.3 The Council will not be deemed to have accepted any goods until it has had a reasonable period of time (or such period of time as may be specified in the order) following delivery to inspect them or, in the case of a latent defect in any goods, following the latent defect becoming apparent.
- 3.4 Upon acceptance or, if earlier, upon payment being made by the Council, the goods shall become the property of the Council free of any lien or claim by the Supplier
- 3.5 If the Supplier is performing a service the Council shall be entitled to inspect the Supplier's work at any time during the execution of the service
- 3.6 In the event that the Supplier fails to deliver goods or perform a service or fails to re-place rejected goods or remedy a defective service then the Council shall be entitled to obtain the goods or service in lieu of those not delivered or performed from an alternative source and any excess of cost incurred by the Council shall be repaid to the Council by the Supplier
- 3.7. The Supplier shall adequately pack and secure the goods to avoid damage whilst in storage or transit

DELIVERY NOTES

- 4.1 All goods should be accompanied by a delivery note giving the name of the Supplier, an adequate description of the goods, the number of packages that make up the order and the Council's order number
- 4.2 Where goods are to be delivered by a third party carrier and not the Supplier the Supplier must advise the Council of despatch prior to delivery quoting the Council's order number(s) and the number of packages

CONFORMITY TO ORDER

- 5.1 Prior to acceptance, the Council reserves the right to reject any goods delivered which do not match the description by which they were ordered or which are damaged, in which case the Supplier must remove the goods within 2 days of such a notification. If the Supplier fails to remove the goods the Council may cause the same to be removed sold or otherwise disposed of and charge the Supplier for all expenses incurred in such removal sale or disposal and the Council shall not be responsible for any damage or loss thereby sustained by the Supplier
- 5.2 The Council reserves the right to require that a service that is not carried out in accordance with an order or the Council's instructions or is sub-standard is re-performed by the Supplier to the satisfaction of the Council

INDEMNITY

- 6.1 The Supplier shall indemnify the Council against any loss damage personal injury death or expenses suffered or incurred whether directly or indirectly as a result of;
 - a. Any infringement of any intellectual property trademark copyright patent or registered design arising out of the sale or use of the goods supplied by the Supplier
 - b. Any defect in the services or in the goods whether in the materials design or construction thereof or any combination thereof however caused
 - c. Failure of the goods or services to comply with the requirements of any statute statutory instrument or other law generally applicable in England and Wales
 - d. The negligence of the Supplier their employees agents or servants in the performance of their obligations under an order placed by the Council

6.2 The Supplier shall maintain all the appropriate insurances to cover their liabilities including but not limited to public liability, product liability and employee liability insurance

CONFIDENTIALITY

9. The Supplier shall treat all confidential information belonging to the Council as confidential and shall safeguard it accordingly

FORCE MAJEURE

10. In the event of that either Party is prevented or restricted in the performance of their obligations by reason of an event beyond their control (not being a strike by its employees or those of its sub-contractor/s) the Party so affected shall be excused to the extent of the prevention or restriction but shall use all reasonable endeavours to avoid or remove the source of prevention or restriction and shall continue performance of the order with the utmost dispatch.

TERMINATION

11. If at any time after an order has been placed but not yet fulfilled the Supplier is declared bankrupt or insolvent or calls a meeting of its creditors then the Council shall be entitled to treat the contract order as repudiated and cancelled

ADDITIONAL ORDERS

13. The Council reserves the right to request additional goods or services under an order that has already been made but must supply a further order number to the Supplier for the additional goods or services and these Terms and Conditions shall apply

CORRUPTION

14. The Supplier (including its employees, servants, agents or sub-contractors) shall not directly offer, promise or give to any person working for or engaged by the Council a financial or other advantage to induce that person to perform improperly a relevant function or activity or reward that person for improper performance of a relevant function or activity or directly or indirectly request agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Agreement. The attention of the Supplier is drawn to the criminal offences under the Bribery Act 2010. If the Supplier (or its employees, servants, agents or sub-contractors) acts in the afore-mentioned manner the Council shall be entitled to cancel any orders placed with the Supplier and recover from the Supplier any losses incurred from such cancellation

AUDIT

15. The Supplier shall maintain records of all orders carried out for the Council and shall make such records available for inspection upon request by the Council

STANDARDS

16. All goods and materials used or supplied and all workmanship performed shall be in accordance with the relevant Kitemark and/or British Standard Code of Practice (or equivalent) which is current at the date on which the supply or performance takes place

HEALTH AND SAFETY

17.1 The Supplier must at all times comply with the Health and Safety at Work Act 1974 and all other relevant health and safety legislation including but not limited to the Control of Substances Hazardous to Health Regulations 2002, the Environmental Protection Act 1990, the Construction (Design and Management) Regulations 2015 and the Management of Health and Safety at Work Regulations 1999. The Supplier must also comply with the Council's current health and safety policy (available on request) and any other instructions issued by the Council

17.2 The Supplier must undertake to provide all documentation required by the Council including but not limited to operating and maintenance instructions, product information data, COSHH data sheets and risk assessments

GENERAL

18. The Supplier shall not assign sub-contract or transfer any order from the Council or benefit thereof to any third party except with the consent in writing of the Council
19. If any provision of this Agreement is held invalid illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions of this Agreement shall continue in full force and effect as if this Agreement had been executed with the invalid illegal or unenforceable provision eliminated
20. This Agreement incorporates all terms, conditions or warranties implied by law in favour of the Council as purchaser of goods and services
21. Each right or remedy of the Council is without prejudice to any other right or remedy of the Council elsewhere in these terms and conditions or otherwise at law
22. All communications between the Parties must be in writing and sent by email, fax or pre-paid post
23. Nothing in this Agreement shall confer or purport to confer the right to enforce any term hereunder upon any person or legal entity that is not a party to it and the Contracts (Rights of Third Parties) Act 1999 shall not apply
24. Any waiver or relaxation either partly, or wholly of any of the terms and conditions of this Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver.
25. These Terms and Conditions shall be governed by and interpreted in accordance with English law and the Parties submit to the exclusive jurisdiction of the courts of England.