

# SOUTH BUCKS DISTRICT COUNCIL STANDARD CONDITIONS OF ORDER

## GENERAL

1. These conditions apply to every order issued by South Bucks District Council (the "Council"). No terms or conditions which the Supplier may purport to apply 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 In the absence of such acceptance the Supplier shall be deemed to have withdrawn or waived any such terms or conditions and to contract solely on the basis of these standard conditions. Acceptance of any goods shall not constitute or be deemed to constitute acceptance by the Council of the Supplier's terms or conditions.

## PRICE

2. Any price quoted by the Supplier and accepted by the Council shall not be varied unless agreed in writing by the Council.

## DELIVERY

3. (a) 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 delivery to such destination as the Council shall specify on its order form, unless agreed otherwise and such variation incorporated in the order.  
(b) In the event of failure to deliver goods or carry out works or services in conformity with an order or failure to supply and deliver other goods (if any) to the approval of the Council in place of any goods rejected, the Council may accept or reject the whole or any part thereof and to the extent rejected, without prejudice to any other remedy, recover any sums paid therefor and may also obtain from other sources goods, works or services in lieu of those not delivered or carried out or so rejected as the case may be, and any excess of cost so incurred by the Council shall be repaid to the Council by the Supplier.  
(c) All goods delivered in accordance with an order placed by the Council or which the Council accepts shall on delivery or acceptance as the case may be or payment (if earlier) become the property of the Council free from any claim to them of the Supplier.

## INVOICES

4. (a) Detailed priced invoices shall be sent to the Council after each delivery of goods is made or works or services have been carried out and shall bear the name of the depot or place at which the goods were delivered or the works or services were carried out and the Council's order number and shall quote any discount applicable.  
(b) Payment for goods works or services shall be made at the time agreed between the parties subject to the goods being duly delivered or the works or services duly carried out in accordance with such order.  
(c) Payment by the Council for the goods duly delivered or works or services duly carried out shall be through the Bank Automated Clearing System (BACS) direct to the Supplier's bank account and the Supplier shall provide the Council with such of its banking details as to enable such payment to be made.  
(d) The Council reserves the right to publish details of all expenditure, including but not limited to detailing the supplier and the amount paid.

## PACKAGING

5. The Supplier shall take all reasonable steps to avoid damage to goods in transit by the use of adequate packaging.

## LABELS

6. Each package must bear a label or stamp giving the following information:-
  - a) The name of the Supplier
  - b) The Suppliers description and part number
  - c) The quantity in the package
  - d) The Council's order number.

## DELIVERY ADVICE NOTES

7. (a) All goods should be accompanied by a delivery note giving an adequate description of the items comprised therein, and showing the council's order number(s) and detailing the number of packages in the delivery.  
(b) Where goods are to be delivered by carriers and not by the Supplier, the Council must be advised of despatch prior to delivery quoting the Council's order number(s) and the number of packages.

## LOSS OR DAMAGE IN TRANSIT

8. Goods are delivered at the risk and expense of the Supplier. Where goods are found upon delivery to be damaged in transit, the Council may without prejudice to any other remedy return the goods to the Supplier or require the Supplier to remove the goods in either case at the risk and expense of the Supplier.

## CONFORMITY TO ORDER

9. Any goods which are found upon delivery or subsequently by the Council not to conform to the order may be rejected. Rejected goods are to be removed by and at the risk and expense of the Supplier within seven days of notification of such rejection. If any such goods are not removed within seven days after notice to the Supplier of such rejection, the Council may cause the same to be removed sold or otherwise disposed of, and charge the Supplier with all expenses incurred in such removal, sale and disposal and the Council shall not be liable for any damage or loss thereby sustained by the Supplier.

## CONFIDENTIALITY

10. The Supplier acknowledges that any confidential information, including information relating to the business or affairs of the Council, obtained from or relating to the Council, its servants or agents is the property of the Council and the Supplier shall not disclose or use the same except to the extent strictly necessary for the purposes of performing its contractual obligations hereunder.

## INDEMNITY

11. (i) The Supplier shall indemnify the Council against all claims, demands, costs and expenses (including legal costs), losses and liabilities which the Council may suffer or incur whether directly or indirectly as a result of:

- (a) Any infringement of any letters patent registered design or Trademark arising out of the sale or use of any goods supplied by the Supplier.
- (b) Any defect in the goods whether in the materials design or construction thereof or any combination thereof however caused including any defect within the definition contained in Article 2 of the European Convention on Products Liability causing personal injury and death.
- (c) Failure of the goods works or services to comply with the requirements of any statute, statutory instrument or other order generally applicable in England and Wales.
- (d) The negligence or wilful default of the Supplier, its employees agents or sub-contractors in the performance of their obligations.  
(ii) The Supplier shall maintain in accordance with the Council's requirements insurance cover against these liabilities.

## FORCE MAJEURE

12. Notwithstanding anything herein contained neither the Council nor the Supplier shall be liable for any failure to take delivery of or supply any goods ordered hereunder or pay for the same if such failure is unavoidable and is caused by reason of fire accident wars strikes lockouts or a restriction or prohibition imposed by the Government of any duly authorised authority.

## TERMINATION

13. If at any time after the acceptance of the order the Supplier shall commit a breach of its contractual obligations or shall commit an act of bankruptcy or insolvency or is unable to pay its debts when they fall due or makes a composition or arrangement with its creditors or ceases or prepares to cease trading or if at any time the continued performance of the contract is prevented or delayed by reason of any event beyond the reasonable control of either party then the Council may terminate the contract by notice in writing with immediate effect in respect of any goods not delivered or any outstanding works or services.

## ASSIGNMENT OF LIABILITY

14. The Supplier shall not assign subcontract or transfer any order from the Council or the benefit thereof to any third party except with the prior consent in writing of the Council.

## REPEAT ORDERS

15. Any agreement by the Supplier to supply further goods or carry out further works or services for the Council (whether or not of the same description as those previously supplied) shall be deemed to be made with express notice of the Council's standard conditions of order and these shall be deemed to be incorporated in all such contract whether or not expressly referred to or included therein.

## PROPER LAW

16. This contract shall be subject to and constructed in accordance with English Law and the parties submit to the jurisdiction of the English Courts.

## BRIBERY AND CORRUPTION

17. The Council may cancel an order and recover from the Supplier the amount of any loss resulting from such cancellation, if the Supplier shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of an order or any other agreement with the Council or for showing or forbearing to show favour or disfavour to any person in relation to an order or any other agreement with the Council, or if the like acts shall have been done by any person employed by them or acting on their behalf (whether with or without the knowledge of the Supplier) or if in relation to any agreement with the Council, the Supplier or any person employed by it or acting on its behalf shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

## AUDITOR'S ACCESS

18. The Supplier shall maintain records of all works carried out for the Council. These records shall be available for inspection from time to time on reasonable demand by the Council's officers as and when they shall require.

## BRITISH STANDARDS

19. All goods and materials used or supplied and all workmanship performed shall be in accordance with the relevant appropriate British Standard Specification or British Standard Code of Practice issued by the British Standard Institution or its European equivalent current at the date on which supply or performance takes place.

## HEALTH AND SAFETY

20. The Supplier will comply with the requirements of the Health and Safety at Work Act 1974 and all other such relevant legislation current from time to time including relevant statutory provisions and approved Codes of Practice and will provide appropriate Health & Safety information including risk assessments as requested.

## INSURANCES

21. The Supplier will arrange and maintain with a reputable insurer, for the term of any contract, all necessary insurances including adequate Public Liability Insurance and where applicable Product Liability and/or Professional Indemnity Insurance which shall be no less than £5 million sterling, or such other sum (if any) as may be agreed in writing by the Council, in respect of any one claim or incident with scope of cover appropriate to the goods works or services to be provided under the contract. The Supplier shall supply to the Council on demand copies of all such insurance policies and receipts for premiums required to be paid in relation thereto.