

## CONTRACT FOR GOODS AND/OR SERVICES

### STANDARD CONDITIONS OF SUPPLY

#### **1. INTRODUCTION**

1.1 These Conditions form part the Contract between the Council and You as the seller of the Goods and/or the Services to the Council. "Parties" means the Council and You together.

1.2 The Council may have prepared and issued specific terms and conditions for the Goods or Services that You will be supplying under the Contract. Such terms and conditions may have been (a) provided to You when You submitted a quote to provide the Goods and/or Services, or may (b) originate from a third party where a purchasing framework has been used (for example a Crown Commercial Services framework). These Conditions only apply where neither of these scenarios apply.

1.3 See the Glossary at the end of these Conditions for the definition of various words and phrases used in the Conditions.

1.4 Any reference in these Conditions to legislation shall be construed as a reference to that legislation as amended, re-enacted or extended at the relevant time.

1.5 Words importing a gender include every gender and references to persons include an individual, company, corporation, firm or partnership.

#### **2. THE CONTRACT**

2.1 The Contract Documents make up the entire Contract and supersede all previous agreements and understandings between the Parties, unless it is expressly stated otherwise in the Purchase Order. The Purchase Order reference number must be quoted on all correspondence and all invoices relating to the Contract.

2.2 The Contract will be subject to these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which You purport to apply under any quotation, sales offer, order acknowledgement or any other document issued by You), except for any special terms and/or conditions agreed to by the Parties and expressly stated in any Contract Document or instruction issued by the Council. Where the Parties agree to apply such special terms for the Contract, these shall take precedence over these Conditions.

2.3 The Council shall have the right while the Contract is being performed, to direct You in writing to add to, omit or otherwise vary the Goods or Services and You shall carry out such variation on the same terms and conditions of purchase as though the variation had been stated in the original Purchase Order. Where as a consequence of the variation, the price should be varied, the revised price shall be as reasonably determined by the Council on the basis of the original price, and the Council shall cancel the original Purchase Order and issue a new one.

2.5 The Council reserves the right to purchase or order any goods and/or services that are similar to those specified in the Order from any person other than You.

2.6 You shall perform the Contract in accordance with any timescales set out in the Contract Documents or as otherwise agreed between You and the Council. Any failure by You to meet these timescales is a breach of the Contract. If no timescales are specified, then the Contract shall be performed within a reasonable time.

### **3. DELIVERY OF GOODS**

3.1 Where the Contract is for supply of Goods, delivery shall take place on the Delivery Date at the Delivery Address during the usual opening hours of those premises, in accordance with any instructions specified by the Council, including any instructions on ensuring the security of the Delivery Address.

3.2 Time of delivery of Goods is of the essence in the Contract unless otherwise specified by the Council.

3.3 If the Goods are not delivered on time, the Council reserves the right to cancel the whole or any part of the Order, in which case You will, if the Council instructs you, do so, promptly collect any Goods delivered to the Council at Your expense. The Council will not be required to make any payment for the Goods subject to such cancellation.

3.4 Unless otherwise agreed in writing by the parties or stated in the Contract Documents, You are not entitled to deliver the Goods in instalments.

3.5 The Goods shall be packed in such a manner as to reach their destination undamaged. The Council shall not be obliged to return to You any packaging materials for the Goods, save for any empty returnable containers marked as such, which You will collect at Your sole cost and risk. However where the Contract also includes the service of unpacking and/or installing the Goods, You shall remove all packaging, recycling it where possible but otherwise in accordance with all legislation on the disposal of waste.

3.6 Each Delivery of Goods must be accompanied by a detailed Goods Delivery Note. The Council shall be entitled to reject any Goods delivered without a Goods Delivery Note. Where Delivery of the Goods is in accordance with the Contract, a Council representative shall sign the Goods Delivery Note. A Goods Delivery Note that has been signed by a Council representative shall constitute evidence only that Delivery of the Goods has occurred and shall not constitute evidence as to the quantity, satisfactory quality or otherwise of the Goods.

3.7 The Council shall not be obliged to accept the delivery of any Goods or any quantities of Goods varying from those specified in the Contract.

3.8 Where any Goods delivered to the Council are delivered to the wrong place, You shall be solely responsible for and bear the costs incurred in redirecting such Goods to their correct destination.

### **4. QUALITY AND ACCEPTANCE OF GOODS**

4.1 The quantity, quality and nature of the Goods shall be as set out in the Contract and in accordance with the Goods Legislation.

4.2 No inspection or testing by the Council, nor any approval of a sample, whether before or after Delivery of the Goods, nor the signing of any Goods Delivery Note shall be deemed to constitute evidence of acceptance of the quality or quantity of the Goods.

4.3 The Council shall be entitled to reject any Goods delivered that are not in accordance with the Contract, or with any term implied into the Contract by the Goods Legislation, and shall not be deemed to have accepted any Goods until either the Council has notified You that the Goods are acceptable, or 7 days from delivery, whichever first occurs. The provisions of Condition 8 below shall apply to any Goods rejected.

4.4 You shall promptly keep the Council informed of any matter of which You are (or should, as the supplier of the Goods, reasonably be) aware relating to the storage, transportation, handling, assembly or use of the Goods by the Council or any potential hazard.

## **5. RISK AND TITLE IN GOODS**

5.1. The Goods shall be at Your risk until a Council representative signs the Goods Delivery Note at which point, subject to Condition 5.2 below and without prejudice to the Council's right of rejection detailed in Conditions 3.6, 4.3, 7.8 and/or 17.2, risk in the Goods shall pass to the Council. Where the Council exercises its right to reject the Goods under Conditions 3.6, 4.3, 7.8 and/or 17.2, risk in the rejected Goods shall revert immediately to You upon the Council notifying You of this.

5.2. Notwithstanding Delivery of and the passing of risk in the Goods, title in the Goods shall not pass to the Council until You have received payment in full of the price of the Goods.

## **6. PRICES AND PAYMENT**

6.1. The price of the Goods and/or Services shall be stated in the Purchase Order and, unless otherwise stated on the Purchase Order, shall be:

6.1.1. exclusive of any applicable VAT, which shall be payable by the Council subject to the receipt of a proper and accurate VAT invoice; and

6.1.2. inclusive of all packaging, packing, labelling, insurance, shipping, carriage, Delivery, installation costs and all other costs incurred by You in relation to the Goods and/or Services unless otherwise specified in the Contract Documents.

6.2. The price charged by You to the Council shall not exceed the usual price charged by You to any other customer purchasing goods and/or services identical or similar to the Goods and/or Services in similar quantities. The Council shall be entitled to any discount for prompt payment, bulk purchase or volume of purchases customarily granted by You.

6.3 Any variation in the price of the Goods and/or Services (including any reduction agreed as a consequence of clause 6.2) must be approved in writing by the Council before their Delivery.

6.4 You may only invoice the Council following supply of the Goods and/or Services (except where a Contract for Services includes agreement for payment by instalments). Where You submit an invoice early, such invoice shall be deemed received on the Delivery Date.

6.5. Each invoice shall be in pounds sterling and in such form as the Council may specify from time to time and shall state:

6.5.1. the date of the invoice;

6.5.2. the Council's Purchase Order reference number;

6.6. You shall address each invoice to the invoice address specified by the Council in the Purchase Order.

6.7. The Council shall, unless otherwise stated in the Order, pay the price stated in the relevant Order within 30 Calendar Days of the receipt of Your proper and accurate invoice issued in accordance with Conditions 6.3, 6.4 and 6.5 above.

6.8 Interest shall accrue on any outstanding invoiced amount payable under or in relation to this Contract that is not paid within the timeframes specified in Condition 6.7 at the rate of two per cent (2%) above the base rate from time to time National Westminster Bank PLC from the due date of the relevant invoice until the date on which the outstanding invoiced amount is paid.

6.9 If any sums are due to the Council from You, then the Council shall be entitled to exercise the right to set off such sums against any payments due to You from the Council under this Contract or any other contract. You shall not be entitled to apply any amount due to the Council under the Contract in or towards payment of any sum owed by the Council to You in relation to any matter whatsoever.

## **7. WARRANTIES**

7.1. Subject to Condition 7.2 below, You warrant to the Council that any Goods shall:-

7.1.1. be accompanied with complete and comprehensible instructions for the assembly, use and/or storage of the Goods;

7.1.2. if the Goods are hazardous, be marked as such with the appropriate international danger symbols displayed and with the name of the hazardous material in English;

7.1.3. conform with the Contract Documents, any agreed description or sample and/or any written instructions of the Council;

7.1.4. be of satisfactory quality (within the meaning of the Sales of Goods Act 1979, as amended or superseded), free from defects in materials and workmanship and fit for their intended purpose (whether such purpose is implied, or expressly stated in any Contract Documents);

7.1.5. be free from design and other inherent defects (save to the extent that the Goods have been supplied in accordance with the designs of the Council); and

7.1.6. comply with all Goods Legislation and Good Industry Practice.

7.2. You give the warranty in Condition 7.1 above subject to the following conditions:

7.2.1. You shall be under no liability in respect of any defect in the Goods arising directly from any flaw in the drawing, design or specification supplied by the Council;

7.2.2. You shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Your written instructions, misuse, or alteration of the Goods without Your approval.

7.3. You warrant to the Council that any Services required under the Contract shall be performed with the care, skill and attention reasonably expected from a typical provider of similar Goods and Services, with appropriately trained and qualified personnel in accordance with Good Industry Practice.

7.4 You warrant to the Council that You have the right to supply the Goods and/or Services and do not require any consent or permission from a third party to do so.

7.5. You warrant to the Council that You shall, as soon as reasonably practicable, repair or replace all or any Goods, which are or become defective during the period of 12 months from Delivery, where such defects occur under proper usage and are due to faulty design, erroneous instructions as to use, handling or storage, inadequate or faulty materials or any breach of the warranties in Condition 7.1 above. The 12 month period can be longer where so specified in any Contract Document. Any repairs or replacements pursuant to this Condition 7.5 then shall themselves be subject to the obligation imposed by this Condition 7.5 for a period of 12 months from the date of Delivery, reinstallation or passing of tests (if any), whichever is appropriate after repair or replacement. For the avoidance of doubt, any repair or replacement of Goods under this Condition 7.5 shall be at Your expense entirely.

7.6. You warrant to the Council that You shall, where so requested by the Council, re-perform any defective Services by such date as the Council requires. Re-performance of the Services under this Condition 7.6 shall be at no additional cost to the Council.

7.7. You shall use Your best endeavours to transfer or assign to the Council or otherwise obtain for the benefit of the Council any guarantee, warranty or other confirmation of quality, title or fitness for purpose given by any manufacturer of the Goods (or part of the Goods) to the extent the same is capable of such transfer or assignment to the Council.

7.8. Where there is any breach of Your warranties in Conditions 7.1 to 7.6 above, or if any obligation, warranty or requirement imposed by given or stated in this Contract in respect of the Goods is not complied with, or the Goods or any instalment of the Goods are not delivered at the Delivery Date or the delivered Goods are damaged, then in each such case the Council shall be entitled at its sole and absolute discretion without liability to You (arising out of such action) and without prejudice to any other right or remedy of the Council to take one or more of the following actions:

7.8.1. Cancel the Contract and treat the Contract as having never been entered into;

7.8.2. Reject the relevant Goods (in whole or in part) including any Goods already delivered which cannot be effectively and commercially used by reason of the non-Delivery of any undelivered Goods (see also Condition 8 below);

7.8.3. Refuse to accept any delivery of the Goods subsequent to the Delivery Date;

7.8.4. Recover from You any costs reasonably incurred by the Council in obtaining substitute goods from another supplier;

7.8.5. Require You at your sole cost to replace or repair the Goods or carry out such work as is necessary within fourteen (14) Calendar Days so that the Goods conform to the Contract and any written instructions of the Council;

7.8.6. Claim such damages as may have been incurred by the Council as a result of Your breach of the Contract.

7.9 The Council's rights under these Conditions are in addition to any statutory remedies available to the Council.

## **8. PURCHASER'S REJECTION OF GOODS**

8.1. Where the Council exercises its right to reject the Goods pursuant to Conditions 3.8,4.3, 7.8 and/or 17.2 or due to a breach of any conditions or warranty implied by any Goods Legislation, then:

8.1.1. You shall promptly collect and remove the Goods from the Council's premises at Your sole expense within seven (7) Calendar Days of a written request from the Council.

8.1.2. any money paid by the Council to You in respect of any rejected Goods, together with any additional expenditure over and above the price specified in the Order reasonably incurred by the Council in obtaining other goods in replacement of any rejected Goods, or any other amount due to the Council from You under this Contract shall be paid by You to the Council within seven (7) Calendar Days of the date of the Council's notice demanding the same or, at the Council's sole option, shall be deducted from the monies due to be paid by the Council to You in relation to the Goods or any payments due to You from the Council under or in relation to any other contract.

8.2. In the event that You do not collect the rejected Goods where so requested by the Council under Condition 8.1.1 above, the Council may return the rejected Goods to You and seek recovery of the costs of doing so pursuant to Condition 10.

8.3. If the Council requires You to remove the Goods pursuant to Condition 8.1.1 above, then the Council shall not be responsible for any damage occasioned whilst the Goods are at the Council's premises (howsoever occasioned) or caused in removing the Goods, nor for any delay.

## **9. PRODUCT RECALL**

9.1. You shall immediately notify the Council, providing all relevant details, if You discover:

9.1.1. any defect in any Goods delivered to the Council at any time (whether or not any such defect, error or omission represents a breach of any of these Conditions); or

9.1.2. any error or omission in the instructions for the use, handling, storage and/or assembly of any Goods delivered to the Council at any time.

## **10. INDEMNITY**

10.1. In addition to any other remedy available to the Council, You agree to indemnify the Council, its employees, contractors, subcontractors and agents (who shall have no duty to mitigate their loss) in full and on demand against all claims and all direct and indirect losses and expenses including any consequential loss made against or incurred by any of them as set out below, whether or not such losses or the consequences of the matters listed below were foreseeable at the date of the Contract:

10.1.1. Any claims that the Goods and/or Services infringe the Intellectual Property Rights of any third party by reason of the use or purchase of the Goods and/or Services, or the supply by the Council of the Goods and/or Services to any other person, including any royalties being payable to any third party (save to the extent that the Goods have been supplied in accordance with the designs of the Council);

10.1.2. Any liability being incurred under the Consumer Protection Act 1987 in respect of the supply of the Goods or as a result of any recall of any Goods already supplied to any other person by the Council;

10.1.3. Any termination of the Contract pursuant to Condition 14;

10.1.4. Any liability arising at common law or under any statute in respect of personal injury or death of any person or persons (including employees of You or any agent, contractor or sub-contractor of it) arising from, during or caused by the supply of the Goods unless solely due to the act or neglect of the Council or its employees, contractors, subcontractors or agents; and/or

10.1.5. Any liability in respect of any damage or injury to any property, arising from, during or caused by the supply of the goods and due to any act, default or negligence of You, Your employees, agents, contractors or subcontractors or their employees.

10.2. You shall provide all facilities, assistance and advice required by the Council or its insurers for the purposes of contesting or handling or settling or compromising or appealing any action, claim or matter arising out of Your performance or purported performance of or failure to perform the Contract, including the matters listed in Condition 10.1 above.

## **11. INSURANCE**

11.1. You shall, at Your own cost, effect and keep in place, with reputable insurers, such insurance policies as are appropriate and adequate having regard to Your obligations and liabilities under the Contract. You shall, on the written request of the Council from time to time, provide the Council with details of the insurance so maintained in force in accordance with this Condition 11. You shall do nothing to invalidate any of the policies maintained in force in accordance with this Condition 11.

## **12. CONFIDENTIALITY**

12.1. You shall keep confidential all Confidential Information disclosed or obtained as a result of the relationship of the Parties under the Contract and shall not disclose the same save for the purpose of proper performance of the Contract or with the prior written consent of the Council. This does not extend to:

12.1.1 any matter which You can show is in or has become part of the public domain, (other than as a result of the breach of obligations of confidentiality under these Conditions); or

12.1.2 was independently disclosed to it by a third party entitled to disclose the same; or

12.2.3 is required to be disclosed under any applicable law or by order of a court or governmental body or authority of competent jurisdiction.

12.3. You shall not make any announcement or otherwise publicise the existence of or disclose to any person the provisions of the Contract without the prior written consent of the Council.

12.4. You acknowledge that the Council, as a public authority, may receive requests for information relating to this Contract and to the Goods and/or Services which (but for any right to claim commercial confidentiality or any other applicable exemption) the Council, will be obliged to disclose under the FOIA or the EIR. The Council shall consult with You over any such request and You will provide such reasonable assistance as may be required to enable the Council to comply with its obligations under the FOIA / EIR.

### **13. INTELLECTUAL PROPERTY**

13.1. All materials, including any Specification or designs supplied by the Council and any copy or copies made by or for You, shall:

13.1.1. be the property of the Council;

13.1.2. be used solely for the purposes of the Contract;

13.1.3. be treated by You as strictly confidential; and

13.1.4. be returned by You immediately on request to the Council at Your sole risk and cost.

13.2. Any and all Intellectual Property Rights created or acquired in the course of or as a result of any work carried out by You under this Contract shall from the date of their creation or acquisition by You belong exclusively throughout the world to the Council.

13.3. You shall, at no extra cost to the Council, grant or procure the grant of an adequate freely transferable non-exclusive licence or sub-licence to the Council any Intellectual Property Rights not owned by You and which are incorporated or utilised in any work done by You for the Council under this Contract sufficient to enable the Council to make full use of the Goods and/or Services and gain full benefit of such work and to use, repair, update or maintain the Goods and/or Services.

### **14. TERMINATION**

14.1. The Council shall be entitled to terminate the Contract immediately without payment of compensation or other damages to You by giving notice in writing to You if any one or more of the following events happen:

14.1.1. You (or any of Your employees or agents) offer, give or agree to give to any person or solicit or accept from any person any gift, consideration, inducement or reward of any kind for not doing or doing any action in relation to this Contract or any other agreement or contract with the Council;

14.1.2. You (or any of Your employees or agents) commit any offence under the Bribery Act 2010;

14.1.3. You (or any of its employees or officers) gives any inducement of which the receipt is an offence under section 117(2) of the Local Government Act 1972;

14.1.4. You (or any of its employees or officers) commit an offence under the Enterprise Act 2002;

14.1.5. You commit a breach of any of Your obligations under these Conditions which is incapable of remedy;

14.1.6. You fail to remedy (where it is capable of remedy) or persists in any breach of any of its obligations under these Conditions within thirty (30) Calendar Days of having been requested in writing to remedy or desist from such breach;

14.1.7. You are insolvent;

14.1.9. You ceases or threatens to cease to carry on business or to suspend payment of any of Your debts; or

14.1.10. You are discovered to have made a material misrepresentation upon which the Council relied when entering into the Contract.

14.2. The Council shall be entitled to terminate, without incurring costs or liability, the Contract in respect of all or only part of the Goods and/or Services by giving reasonable notice to You at any time prior to Delivery.

14.3. The Council shall be entitled to terminate the Contract pursuant to Condition 7.8 and 17.2.

14.4. The termination of the Contract shall be without prejudice to any other rights and remedies of either Party, which may have accrued up to the date of termination. The indemnity at Condition 10 shall apply.

14.5. Upon termination of the Contract for any reason whatsoever:-

14.5.1. Subject to Condition 14.2 above, the relationship of the Parties shall cease save as and to the extent expressly provided for in this Condition 14.5;

14.5.2. Any provision intended to come into or remain in force after termination, whether expressly or by implication, shall continue in full force and effect; and

14.5.3. You shall immediately return to the Council (or, if the Council so requests by written notice, destroy) all of the Council's property in Your possession at the date of termination, including all Confidential Information, together with all copies of such Confidential Information, and shall certify to the Council in writing that You have done so and that will make no further use of such Confidential Information.

## **15. FORCE MAJEURE**

15.1. Subject to Condition 15.2 below, either Party may suspend or cancel the Contract in whole or in part if it is prevented from carrying on its business and/or performing its obligations under the Contract due to a Force Majeure Event, provided that such Party uses all commercially reasonable endeavours to mitigate the effect of such Force Majeure Event.

15.2. You shall implement commercially reasonable contingency systems and business continuity measures and shall use Your best endeavours to implement them in the event of Force Majeure or civil disruption.

## **16. COMPLIANCE WITH GENERAL LAW**

16.1. You shall at all times comply with the Equalities Legislation and ensure that You and any persons engaged in the supply of the Goods and/or Services do not unlawfully discriminate within the meaning and scope of the Equalities Legislation.

16.2. You shall comply in all respects with all legislation concerning the provision of the Goods and/or Services or concerning the conduct of Your business.

## **17. ASSIGNMENT AND SUBCONTRACTING**

17.1. The Contract is personal to You. Subject to Condition 17.4 below, You shall not assign, subcontract, transfer, charge or otherwise dispose of all or any of Your rights and responsibilities under the Contract without the prior written consent of the Council.

17.2. If You are in breach of Condition 17.1 above, the Council shall be entitled to terminate the Contract.

17.3 Nothing in the Contract (including this Condition 17) shall prevent You factoring Your debts under the Contract. In the event that You factor Your debts or any part of them, then You shall immediately notify the Council in writing.

17.4 The Council may assign, delegate, subcontract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract at any time without Your prior written consent.

## **18. TRANSPARENCY**

18.1 You acknowledge that the Council has information publication obligations under the Local Government Transparency Code 2014, and agrees that the Contract and any information including but not limited to: requests for quotes, advertisements issued by the Council seeking expressions of interest, any pre-qualification questionnaires or invitations to tender (the "Procurement Documents") issued by the Council which led to the creation of the Contract may be published by the Council on a designated web site, save where to do so would disclose information the disclosure of which would:

18.1.1. contravene a binding confidentiality undertaking;

18.1.2 be contrary to regulation 43 of the Public Contracts Regulations 2006 (as amended); or

18.1.3 in the reasonable opinion of the Council be prevented by virtue of one or more of the exemptions in the FOIA or one or more of the exceptions in the Environmental Information Regulations 2004.

18.1.4 If any of the situations in clauses 18.1.1 to 18.1.3 apply You consents to the Contract or Procurement Documents being redacted by the Council to the extent necessary to remove or

obscure the relevant material and being published on the designated website subject to those redactions.

## **19. NOTICES**

19.1 All notices required or permitted to be given under these Conditions between the Parties must be in writing and delivered by hand or sent by recorded delivery post to the official addresses for each Party set out in the Purchase Order. Service of notices by email will not be accepted.

19.2 Notices sent by special delivery post shall be deemed to have been received 2 Calendar Days after posting (excluding the day of posting). Notices delivered by hand shall be deemed to have been received on the day of delivery of the notice.

## **20. MISCELLANEOUS**

20.1 You shall not exercise any right of lien general or otherwise and howsoever arising over any Goods or any other property of the Council in Your possession or control in respect of any sums owed by the Council to You under the Contract or otherwise.

20.2 Nothing in the Contract shall create or be deemed to create a partnership or joint venture or relationship of employer and employee or principal and agent between the Parties.

20.3 The Contract shall not create any warranty or right enforceable by any person who is not a party to this Contract, nor shall any term purport to confer a benefit on any person who is not a Party to this Contract. For the purposes of the Contracts (Rights of Third Parties) Act 1999, the Parties have not agreed that any third party shall benefit from this Contract.

20.4 Failure by either Party to enforce these Conditions or to require performance of any obligations under this Contract shall neither be construed as a waiver of that Party's rights or remedies under this Contract. Any waiver of rights or remedies under this Contract must be in writing by the Party granting the waiver to be effective.

20.5 You shall take appropriate steps to ensure that neither You nor any person engaged in the supply of the Goods and/or Services has a personal interest conflicting with the duties owed to the Council under the Contract. You shall disclose to the Council any such conflict as soon as You become aware of it.

20.6 You shall take steps in accordance with Good Industry Practice to prevent fraudulent or corrupt activity in relation to the Contract and shall immediately notify the Council if You have reason to suspect fraud or corruption by any person.

## **21. DISPUTE RESOLUTION**

21.1. The Parties shall in good faith attempt to settle any dispute arising out of or in connection with the Contract by negotiation or, where the Parties so agree, by mediation.

## **22. LAW AND JURISDICTION**

22.1. The Contract and any dispute or claim arising out of or in connection with it shall be governed by and construed in accordance with the laws of England and all disputes or claims arising out of or relating to the Contract shall be subject to the exclusive jurisdiction of the English Courts.

## **GLOSSARY**

In these Conditions, unless the context otherwise requires, the words given have the meaning below:

### **Calendar Day**

means any day of the year, including for the avoidance of doubt any day falling on a weekend or bank or public holiday in England;

### **Conditions**

means these standard terms and conditions and any special terms and conditions of sale (referred to in the Purchase Order) and does not include any other terms and conditions unless the Council and You agree in writing that they form part of the Contract;

### **Confidential Information**

means information that ought to be considered as confidential (however it is conveyed or on whatever media it is stored), including trade secrets, Intellectual Property Rights and know-how of either Party, information whose disclosure would, or would be likely to, prejudice the commercial interests of any person, and all personal data and sensitive personal data within the meaning of the Data Protection Act;

### **Contract**

means the contract for You to provide Goods and/or Services to the Council in accordance with the Contract Documents;

### **Contract Documents**

means the Purchase Order, these Conditions, any specification from the Council, any written instruction or clarification of the Contract's requirements or proposal or quote supplied by you. The Contract Documents shall have the precedence in the order listed in this meaning;

### **Council**

means the local authority issuing the Purchase Order;

### **Delivery**

means the delivery of the Goods to the Delivery Address and/or the performance of Services in accordance with these Conditions;

### **Delivery Address**

means the delivery address for the Goods;

### **Delivery Date**

means the date on which You are to effect Delivery under the Contract;

**Data Protection Act**

means the Data Protection Act 1998;

**EIR**

means the Environmental Information Regulations 2004;

**Equalities Legislation**

means all legislation which makes unlawful discrimination on grounds of sex, marital or civil partnership status, pregnancy or maternity, sexual orientation, gender reassignment, colour, race, ethnic or national origin, disability, age, religion or belief, part time or temporary status in employment or otherwise, including without limitation the Equality Act 2010, the Part-time Workers (Prevention of Less Favourable Treatment) Regulations 2000, the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, the Protection from Harassment Act 1997 or any successor or amending legislation concerning the same;

**Force Majeure Event**

means an event or circumstance beyond the Parties' reasonable control that prevents either Party from complying from any of its obligations under the Contract;

**FOIA**

means the Freedom of Information Act 2000;

**Good Industry Practice**

means using working methods and exercising that degree of skill and care, diligence, prudence and foresight, which would be reasonably expected from a skilled person engaged in a similar type of business under similar circumstances;

**Goods**

means the goods (including any part or parts of them) which You are to provide to the Council pursuant to the Contract;

**Goods Delivery Note**

means a delivery note accompanying the Delivery of Goods and prepared by You, which states the Order reference number, the Delivery Date and the Goods being delivered;

**Goods Legislation**

means the Sale of Goods Act 1979, the Supply of Goods and Services Act 1982, any other applicable statutory rule, order, directive, regulation or other instrument having the force of law (including any directive or order promulgated by any competent supra-national body), all British and European standards, UKAS (United Kingdom Accreditation Service) and all other legislation for the time being in force relating without limitation to the manufacture, packaging, delivery, carriage, storage, installation and use of the Goods and any hazards in relation to the same;

**Insolvency Act**

means the Insolvency Act 1986;

**Intellectual Property Rights**

means any patent, copyright (including moral rights), database right, design right, registered design, trade mark or service mark (whether registered or otherwise), domain name, know-how, utility model, unregistered design or other industrial or any other intellectual property right subsisting anywhere in the world and, where relevant, any application for the protection of proprietorship of any such rights;

**Purchase Order**

means the Council's order form (in such form as the Council may determine from time to time) used to confirm entering into a Contract with You for the Goods and/or Services;

**Services**

means the services (including any part or parts of them) which You are to provide to the Council **pursuant to the Order in accordance with these Conditions, and may include or consist of works;**

**Specification**

any document issued by the Council describing the Goods and/or Services;

**VAT**

means Value Added Tax;

**You**

means the person, firm or company to whom the Order is addressed and who is supplying the Goods and/or Services to Purchaser under the Contract, and "Your" shall be construed accordingly;