

Minor Procurement up to £10,000

1. Goods or services supplied must have an Official Order, which is to be printed on all correspondence.
2. The Contract shall comprise only the Council's Specification where applicable, the Official Order and these Conditions of Contract, in that order of precedence.
3. This Contract constitutes the entire agreement between the parties relating to the subject matter of the Contract and no terms or conditions put forward by the Supplier (including terms relating to hire, lease or loan) shall form part of the Contract unless agreed by both parties.
4. Invoices must state full particulars of goods or services supplied, detailing charges for labour and materials separately.
5. A Delivery Note stating the price and the order number must accompany each delivery of goods.
6. Invoices shall be settled within 30 days after receipt of the invoice provided that the goods or services have been supplied to the satisfaction of the Council.
7. The Supply shall be to the satisfaction of the Council and shall conform to the Official Order.
8. Without prejudice to any standard required elsewhere in the Contract, all goods and services shall conform to any applicable specification or code of practice issued by the British Standards Institution or the International Standards Organisation that is current at the date of the Proposal.
9. The Supplier shall comply with Council policies when on Council premises. At the completion of the Supply the Supplier shall remove all materials from the Site (unless otherwise instructed) and permanently reinstate any damaged areas or surfaces and leave the site in a clean condition.
10. Without prejudice to any of the rights or remedies of the Council, property in any Goods shall pass to the Council on delivery or on written acceptance by the Council where the Goods are to be subject to testing, whichever shall be the later.
11. The Supplier shall free of charge, immediately repair or replace (as the Council shall elect) Goods, which fail to arrive or arrive damaged.
12. The Supplier shall not infringe the intellectual property rights of any third party.
13. All intellectual property rights in any specifications, information, instructions, plans, drawings, patterns, models, designs or other material made available to the Supplier by the Council or obtained by the Supplier in connection with the Contract shall remain vested solely in the Council. The intellectual property rights in any thing arising out of the Supply shall vest in the Council.
14. 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 or any statutory modification or re-enactment thereof. The Supplier shall comply with all Council policies of which it is notified.
15. The Supplier shall effect, with a reputable company, public and employer's liability and other insurances necessary to cover the risks contemplated by the Contract and shall at the request of the Council produce evidence of such insurance.

16. Subject to clause 17 the parties, their employees and agents, shall keep secret and not disclose, any information provided in confidence, without the prior written consent of the other party, except as may be necessary for the performance of the Contract. The duty of confidentiality shall not apply to any information (i) in the possession of the party concerned, without restriction as to its disclosure, before receiving it from the disclosing party or (ii) received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure, (iii) is or becomes public knowledge (otherwise than by breach of this Clause) and (iv) liable to disclosure by law.
17. The Supplier shall assist and cooperate with the Council to enable it to comply with its obligations under both the Data Protection Act 1998 and the Freedom of Information Act 2000 respectively.
18. If either the Council's internal or external auditors or if the Commissioner for Local Administration (the Ombudsman) investigates the Contract, the Supplier shall provide such information, access and cooperation as those persons may reasonably require.
19. The Council may terminate the Contract and recover all its loss if the Supplier, its employees or anyone acting on the Supplier's behalf offer, give or agree to give to anyone any inducement or reward in respect of this or any other Council contract (even if the Supplier does not know what has been done); or commit an offence under the Prevention of Corruption Act 1916 or under Section 117(2) of the Local Government Act 1972; or commit any fraud in connection with this or any other Council contract whether alone or in conjunction with Council members or employees.
20. The Council may immediately terminate the Contract, by notice in writing, if the Supplier fails to make the Supply within the time specified in the Contract, breaches the Contract in a way which the Council reasonably regards as irremediable, which may include, without limitation, repeated and/or persistent breaches of the Contract, fails within one month's written notice to remedy a breach of Contract which can be remedied, fails to proceed diligently with or wholly suspends performance of the Contract, or becomes insolvent.
21. In the event of termination of the Contract, the Council may engage another Supplier to make the Supply and the Supplier shall be liable to pay the Council as a debt any extra cost that the Council incurs in so doing.
22. If either party is unable to make or accept the Supply, through strike, war, civil commotion, cessation or serious interruption of communications or power supplies, exceptionally adverse weather, fire or other unavoidable cause it shall immediately notify the other party stating the likely length of disruption and the steps being taken to minimise disruption to the Supply. The Council shall notify the Supplier within 30 days whether it requires the Supply to be recommenced, varied or cancelled (without further liability to either party). Where the Supply is recommenced the Contract shall be varied to extend the time for completion or delivery of the Supply by the period of disability.
23. Notices may be sent by hand or by ordinary, registered or recorded delivery post or fax or electronic mail to the address of the party shown on the Contract, or to such other address as the party has notified to the other. Service shall be deemed effective on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.
24. The Supplier shall not without the written consent of the Council assign or sub-contract the Contract. No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its responsibilities under the Contract.
25. No deletion, addition or variation to the Contract shall be valid unless agreed in writing and signed by both parties.
26. No third party has any rights under the Contracts (Rights of Third Parties) Act 1999 in connection with the Contract.
27. If any clause is found invalid, it shall not negate the remainder of the Contract.
28. The Contract shall be governed by English law.

PARTICULARS OF CONTRACT

CONTRACT PERIOD: The Contract Period will be from (insert date) until (insert date) (inclusive) with the option to extend up to (insert date) at the Council's discretion, giving six months notice in writing.

COMMENCEMENT DATE: (insert date)

CONTRACT DOCUMENTS: Conditions of Contract