

LONDON BOROUGH OF ENFIELD COUNCIL (Council)

PURCHASE ORDER STANDARD TERMS AND CONDITIONS (Terms)

1. The Council's offer is as set out in the Purchase Order and is made on these Terms. Together the Purchase Order and the Terms shall constitute the **(Contract)**. Any conditions included with a Contractor's quotation or tender or otherwise shall be disregarded.

1.1 In relation to the provision of Goods or Services, these Terms shall only be superseded by contractual terms and conditions stated in a separate written agreement when signed by duly authorised signatories of the both the Council and the Contractor **(Parties)**, when such agreement shall prevail over the Terms.

1.2 These Terms shall not apply to construction works **(Works)**. Works with a value of £10,000 or more **(High Value Works)** shall be governed by separate contract terms and conditions as referenced in the Purchase Order **(Works Contract)**. Where a Purchase Order for High Value Works is silent or does not otherwise reference the applicable contract terms and conditions, the applicable contract terms and conditions agreed between the parties for the High Value Works to which the Purchase Order relates must be evidenced in writing before the Purchase Order shall become effective. Works with a value of less than £10,000 shall be governed by the contract terms and conditions referenced in the Purchase Order or, where the Purchase Order is silent, by the JCT Repair and Maintenance Contract terms then in force.

2. All Goods and Services supplied in accordance with the Contract must satisfy all appropriate British Standard Institute specification, Approved Codes of Practice or equivalent European Union Standard in terms of safety, quality and fit for purpose and in accordance with the Supply of Goods and Services Act 1982 and the Sale of Goods Act 1979 where applicable. In addition the Contractor shall comply with any of the Council's policies as provided to them from time to time.

Goods

3.1 The Contractor shall deliver the Goods as set out in the Purchase Order **(Goods)** to such place and upon such date as specified in the Purchase Order at the Contractor's risk and expense. Delivery shall be deemed complete after being inspected and accepted by the Council.

3.2 Time is of the essence in respect of any delivery conditions set out in the Purchase Order.

3.3 The Council may reject the whole or part of the Goods up to 28 days after delivery if it considers that they are of an unsatisfactory quality or not in accordance with the Contract. Rejected Goods shall be returned at the Contractor's risk and expense.

3.4 Title to the Goods and risk shall pass to the Council upon completion of the delivery.

4. Where the Purchase Order specifies that maintenance and repair Services are provided with the Goods supplied, the maintenance and repair Services shall continue for a period of no less than 12 months unless otherwise stated herein and shall cease upon one month's written notice prior to the end of the 12 month period or thereafter upon one month's written notice.

5. The Contractor warrants to the Council that the Goods will on delivery, and thereafter for the longer of the period specified in the Purchase Order or the Contractor's standard warranty period for such Goods, be free from defects or failures in design, material and workmanship.

Services

6.1 The Contractor shall, from the date set out in the Purchase Order and for the duration of the Contract supply the services as set out in the Purchase Order **(Services)** to the Council in accordance with the terms of this Contract.

6.2 All Services must be carried out in accordance with this Contract and with due skill, care and diligence which a competent and suitably qualified person performing such services could reasonably be expected to exercise in accordance with the appropriate industry best practice prevailing from time to time.

6.3 The Contractor shall meet any performance dates for the Services specified in the Purchase Order or that the Council notifies to the Contractor during the Contract and time is of the essence in relation to any of those performance dates.

7. The prices for the Goods or Services shall remain fixed at set out in the Purchase Order unless otherwise agreed by the Parties, and shall be exclusive of Value Added Tax ("VAT"). VAT shall be due at the rate applicable at the tax point date of the Contractor's invoice.

8. The Contractor shall submit an invoice within 28 days of supplying any Goods or Services. **The Purchase Order Number must be quoted on all invoices and delivery notes failure to do so will result in your invoice being returned unpaid.** Save where an invoice is in dispute the Council shall pay the Contractor within 30 days and if not paid when due the Contractor may claim statutory interest in accordance with the Late Payment

of Commercial Debts (Interest) Act 1998 (as amended, extended or re-enacted from time to time). The Contractor shall ensure that the provisions set out in this clause are included in any subcontract.

9. The Council shall be entitled to deduct any monies due to the Council from sums payable to the Contractor under these Terms or any other contract between the Contractor and the Council.

10. The Contractor shall not assign, transfer or sub-contract this Contract or any parts thereof without the prior written consent of the Council.

11. The Contractor shall take out and maintain throughout the duration, with a reputable insurance underwriter or companies, a policy or policies of insurance which are adequate to cover its liability under this Contract and any other insurances required in order to comply with the law.

12. The Contractor shall indemnify the Council against all claims, liabilities, damage and loss suffered or incurred by the Council and arising from this Contract including for any actual or alleged infringement of a third party's intellectual property rights.

Termination

13. The Council shall be entitled to terminate this Contract forthwith by written notice to the Contractor in the event of:

13.1 A breach of any term of the Contract or if the Contractor fails to provide satisfactory performance of the requirements of the Contract; or

13.2 If a receiver is appointed or if the Contractor becomes bankrupt or insolvent or goes into liquidation (either voluntarily or compulsorily); or

13.3 If the Contractor's interest becomes vested in another person or body without the Council's consent.

13.4 If the Contractor or any of its employees or agents shall have committed any offence under the Bribery Act 2010 or shall have given any fee or reward the receipt of which is an offence under S.117(2) of the Local Government Act 1972.

14. The Council may terminate this Contract for convenience by giving the Contractor not less than two weeks' notice in writing at any time.

15. Any information obtained by either Party as a result of this Contract shall be kept confidential and shall at no time be divulged to a third party without the prior written consent of the other Party, unless such information is already in the public domain.

16. The Contractor acknowledged that that Council is bound the Freedom of Information Act 2000 and shall assist the Council's in its compliance with the same.

17. Unless it expressly states otherwise, this agreement does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.

18. The Contractor shall comply with all laws, statutes, regulations and codes from time to time in force, including but not limited to; health and safety (including while on Council premises), environmental considerations (including packaging), the Equality Act 2010, the Human Rights Act 1998 and Data Protection Act 1998, each as amended from time to time.

19. No delay or failure in performance by either Party shall constitute default or give rise to any claim for damages or loss of anticipated profits if such delay or failure is caused by force majeure.

20. The Parties shall use their best endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to this Contract. In addition, before resorting to litigation, the dispute should be referred to mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure. The Contractor shall continue to provide the Goods/Services in accordance with this Contract and without delay or disruption while a dispute or disagreement is being resolved, unless the Council requests in writing that the Contractor does not do so.

21. No failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.

22. If any provision of the Contract is held invalid, illegal or unenforceable by any court of competent jurisdiction such provision shall be severed from the Terms and the remaining provisions shall continue in full force and effect as if the Terms had been executed without the invalid, illegal or unenforceable provision.

20. This Contract and all its provisions shall be construed in accordance with English law.

(These terms and conditions are available in a larger print upon request)