

SOUTHAMPTON CITY COUNCIL

TERMS AND CONDITIONS OF PURCHASE OF GOODS & SERVICES

1. Unless the Council expressly agrees otherwise in writing, every purchase shall be governed by these terms and conditions, to the exclusion of all other conditions. By taking action against this Order, the Supplier will be deemed to have accepted these terms and conditions.
2. The official Order, approved by a designated Authorising Officer, together with these terms and conditions, comprises the entire contract between the Council and the Supplier.
3. The price given in the Order is fixed unless otherwise stated. The price includes delivery by the Supplier to the destination(s) stipulated on the Order.
4. Time is of the essence of this contract. The Supplier shall deliver the Goods or perform the Services at the place(s) and time(s) stipulated in the Order.
5. Property and risk in Goods shall pass on acceptance by the Council, or, in the case of delivery in instalments, on acceptance of each instalment.
6. Goods and Services shall conform in every respect to the specifications, drawings, samples or descriptions provided. If requested by the Council, the Supplier shall supply, free of charge, certified copies of records of inspection and testing to confirm such compliance.
7. The Supplier warrants (in the case of Goods) that the Goods are of satisfactory quality and fit for the purpose for which they are supplied; (in the case of Services) that it will provide the Services with reasonable skill, care and diligence; and (in either case) that neither the performance nor the functionality of the Goods or Services will be affected by dates prior to, during or after the year 2000.
8. If Goods or Services do not comply with the Order, or any conditions of the contract are not complied with, or it is clear that the Supplier will not be able to perform his part of the contract, then, without prejudice to any other rights or remedies the Council may have, it may (at its discretion) reject the Goods or Services (or part of them) and/or cancel the Order (or part of it) by giving written notice to the Supplier. In that event, the Council may (at its option): require the Supplier to collect any rejected Goods; or require the Supplier to replace or rectify the Goods or Services to the Council's satisfaction; or carry out, at the Supplier's expense, such work as may be necessary to make the Goods or Services comply with the contract. The Supplier shall forthwith repay to the Council any money paid by it for rejected or undelivered Goods or Services.
9. The Supplier shall deliver a detailed invoice to the Invoice Point specified in the Order within three days after acceptance of the Goods or Services. Payment will normally be made at the end of the month following the month in which the invoice is delivered or as stipulated in the Order.
10. The Supplier shall not assign or sub-contract the Order or any part of it without the prior written consent of the Council.
11. The Council may cancel this contract and recover from the Supplier any loss resulting from such cancellation if the Supplier or any person acting on his behalf shall have offered, given, or agreed to give any officer or member of the Council any gift or consideration of any kind as an inducement or reward in respect of the contract, or shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 or Section 117 of the Local Government Act 1972.
12. The Council may cancel this contract if the Supplier becomes bankrupt or insolvent.
13. The Supplier shall be liable for and shall indemnify the Council, its employees, agents and contractors against all proceedings, liabilities, loss, damage, claims, costs and expenses whatsoever arising, directly or indirectly, out of or in the course of or in connection with the Supplier's supply or failure to supply Goods or his provision or failure to provide Services. The Supplier shall maintain insurance policies, containing an indemnity to principals clause, with a reputable insurer to cover such liability.
14. The Council must protect the public funds it handles and so it may use the information the Supplier gives relating to this order e.g. invoices, to prevent and detect fraud. It may also share this information, for the same purpose, with other organisations which handle public funds.