

Conditions of Contract

For suppliers to **South Holland District Council**

1. Definitions

- 1.1 "Council" means South Holland District Council.
- 1.2 "Delivery Date" means the date specified on the front of this Order for delivery of the Goods or completion of the Services.
- 1.3 "Goods" means the goods specified on the front of this Order.
- 1.4 "Price" means the Price payable by the Council for the Goods or Services.
- 1.5 "Services" means the services specified on the front of this Order.
- 1.6 "Supplier" means the person (which term shall include bodies corporate, unincorporated associations and partnerships) to whom this Order is addressed as specified on the front of this Order.

2. Applicability of Conditions

- 2.1 Unless otherwise stated on the front of this Order these conditions shall form the basis of the contract between the Council and the Supplier. These conditions shall apply notwithstanding anything to the contrary contained in any standard terms of the Supplier or any document issued or sent by the Supplier. These conditions shall be subject to such special conditions as may be specified in writing by the Council and in the event of any inconsistency between these conditions and any such special conditions the special conditions shall prevail.
- 2.2 Dispatch or delivery of the Goods by the Supplier to the Council or commencement of the performance by the Supplier of the Services shall be deemed conclusive evidence of the Supplier's acceptance of these conditions as varied by any special conditions.

3. The Price and Payment

- 3.1 The Price shall be as specified on the front of this Order. If a price is not specified on the front of this Order the Price shall be determined in the manner set out on the front of this Order. The Price is exclusive of VAT which shall be payable by the Council at the rate prevailing at the date of this Order.
- 3.2 Payment of the Price and VAT shall be made by the Council within 30 days of receipt by the Council of a valid invoice. The Council's preferred method of payment is by BACS transfer. Suppliers will be required to provide their bank account details to the Council prior to payment being processed.
- 3.3 The Council may set off against any sums due to the Supplier whether in respect of this Order or otherwise any lawful set off or counterclaim to which the Council may at any time be entitled.

4. The Goods/Services

- 4.1 The quantity and description of the Goods and the nature and extent of the Services shall be as set out on the front of this Order.

5. Standards of Goods and Services

- 5.1 The Supplier warrants that all Goods are of satisfactory quality and fit for purpose, comply with all applicable published standards and meet all applicable health and safety requirements.
- 5.2 The Services shall be performed with reasonable care and skill by means of suitably qualified trained skilled experienced and equipped personnel and the Supplier shall comply with all applicable requirements of health and safety legislation.
- 5.3 Where the Services cover work at any Council premises the Supplier shall give reasonable notice to the Head or Manager of the establishment prior to commencing work and comply with any requirements of the Head or Manager in respect of minimising disruption to the establishment and ensuring the health and safety of persons using it.

6. Delivery of Goods and Performance of Services

- 6.1 The Supplier shall, in accordance with such requirements as the Council shall specify, deliver the Goods to and unload the Goods at the address on the front of this Order no later than the Delivery Date.
- 6.2 All Goods must be properly packed and be clearly and legibly labeled and addressed. The Supplier upon receiving notice to that effect from the Council shall repair or replace free of charge Goods damaged or lost in transit and delivery shall not be deemed to have taken place until replacement or repaired Goods have been delivered by the Supplier to the Council.
- 6.3 Unless otherwise agreed in writing by the Council the Price includes all delivery charges and costs.
- 6.4 The Supplier shall complete the performance of the Services no later than the Delivery Date.

7. Acceptance

- 7.1 The Council shall not be deemed to have accepted any part of the Goods until after it has actually inspected the Goods. The Council may reject Goods which are not in accordance with this Order.

8. Title and Risk

- 8.1 Title and risk shall pass on delivery of the Goods.

9. Cancellation and Termination

- 9.1 The Council may cancel this Order at any time before Goods are delivered on the giving of written notice. The Supplier shall promptly repay to the Council any sums paid in respect of the Price and the Council shall not be liable for any loss or damage whatsoever arising from such cancellation.
- 9.2 The Council may terminate any contract for services to which this Order relates on the giving of reasonable written notice. The Council shall pay for work carried out prior to the date of termination but shall otherwise not be liable for any loss or damage whatsoever arising from such termination.
- 9.3 The Council may terminate any contract to which this Order relates forthwith on written notice if:-
 - 9.3.1 the Supplier is in material breach of its obligations under the contract and has failed to remedy the same within 14 days of notice from the Council specifying the breach and requiring its remedy; or
 - 9.3.2 the Supplier being an individual becomes insolvent, or is the subject of a bankruptcy order or a bankruptcy petition or makes a proposal to his creditors for a voluntary arrangement or any application is made for an interim order in connection therewith; or
 - 9.3.3 the Supplier being a partnership any of the matters referred to in 9.3.2 applies to any partner or any partner dies or the partnership is dissolved; or
 - 9.3.4 the Supplier being a Company becomes insolvent or goes into liquidation (compulsory or voluntary) or if an administrator, receiver, administrative receiver or manager is appointed in respect of the whole or any part of its business or assets or it makes an assignment for the benefit of or composition with its creditors generally or ceases or threatens to cease business.

10. Indemnity and Insurance

- 10.1 The Supplier shall indemnify the Council against all actions claims demands and proceedings (and all liability damages costs charges and expenses incurred in connection therewith) in respect of personal injury or loss of or damage to property caused by the Goods or arising out of the delivery of the Goods or the performance of the Services except to the extent that such personal injury loss or damage is caused by the negligence of the council its servants or agents.
- 10.2 The Supplier shall maintain adequate insurance against its liability under Clause 10.1 and provide the Council on request with evidence that it is being maintained.
- 10.3 Unless otherwise specified on the front of this Order, to the extent that the Services comprise the provision of professional or other advice or consultancy the Supplier shall maintain professional indemnity insurance with a minimum limit of indemnity of £5,000,000.00.

11. Property-Related Services

- 11.1 Failure by the Supplier to comply with the conditions of the Construction Industry Scheme when applicable may result in payment being withheld.
- 11.2 All fossils antiques and other objects of interest or value which may be found on the site or in excavating the same during the progress of any works shall be the property of the Council.

12. General

- 12.1 The contract to which these conditions relate is not intended to confer any rights on any third party.
- 12.2 Notices shall be in writing and shall be sent by first class pre-paid ordinary post to the address specified on the front of this Order and shall be deemed delivered 2 days after posting unless otherwise proved.
- 12.3 No delay or forbearance by the Council in enforcing any right under these conditions shall operate as a waiver of that right or any other right.
- 12.4 To the extent that any provision of these conditions is held by any court or tribunal of competent jurisdiction to be illegal or unenforceable the same shall be severed and the rest of these conditions shall remain enforceable.
- 12.5 The contract to which this Order relates shall be governed by and interpreted in accordance with English law