

SOUTHAMPTON CITY COUNCIL

TERMS AND CONDITIONS OF PURCHASE OF GOODS & SERVICES

1. Except where Social Care is being purchased (in which case this Order shall state clearly on its face that it is a Social Care purchase order), 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. Social Care Orders are subject to and incorporate the terms and conditions of the residential, day care or domiciliary care agreement (as applicable) entered into by the supplier and the Council and if there is any conflict between such terms and conditions and the terms and conditions set out below in this Order, the former shall prevail.
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. Property and risk in Goods shall pass on acceptance by the Council, or in the case of delivery in instalments, property and risk in each instalment shall pass on acceptance of each instalment.
5. 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.
6. 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.
7. 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.
8. The Supplier shall deliver a detailed invoice to the invoice address specified in the Order within three days after acceptance of the Goods or Services. Payment will be made within 30 days from the date of receipt of the invoice by the Council unless, 1) a different payment period has been agreed between the parties and is specified on the Order, 2) the invoice fails to quote a valid Southampton City Council Purchase Order number in which case the invoice will be returned to the Supplier with a request for the Order number or 3) there is a dispute with regard to either the prices charged, non-delivery of goods or services, inadequate or late delivery of goods or services or concerns regarding their fitness for purpose or match with those specified on the Order. The Council will accept no liability for any Supplier costs, financial penalties or other consequential or incidental losses resulting from delayed payment due to Supplier invoices not stating a valid Southampton City Council Purchase Order number.
9. The Supplier shall not assign or sub-contract the Order or any part of it without the prior written consent of the Council.
10. 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 as appropriate the Bribery Act 2010 or Section 117 of the Local Government Act 1972.
11. The Council may cancel this contract if the Supplier becomes bankrupt or insolvent.
12. 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. The Supplier agrees to produce a copy of such insurance to the Council if so requested.
13. 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.
14. The Supplier acknowledges that the Council is subject to obligations under information law provisions, including but not limited to the Freedom of Information Act 2000 ("FOIA"). The Supplier consents to the Council disclosing, providing or publishing information provided to the Council by the Supplier in order for the Council to discharge its obligations under the FOIA.
15. In supplying the Goods or providing the Services the Supplier shall do so in accordance with all applicable laws.
16. The Supplier acknowledges that it is subject to the requirements of the General Data Protection Regulation (Regulation (EU) 2016/679) and the Data Protection Act 2018 (together the "Data Protection Legislation") and shall at all times assist and co-operate with the Council to enable the Council to comply and to ensure that the Supplier complies with all obligations relating to the storage, processing and sharing of data and notification requirements under the Data Protection Legislation. The Supplier shall process personal data only in accordance with the requirements of the Data Protection Legislation and this Order unless required to do otherwise by law. The Supplier shall ensure that it has in place appropriate technical and organisational measures whose effectiveness it regularly assesses and evaluates to protect against unauthorised access to, loss of or destruction of personal data (a "Data Loss Event") having taken into account the nature of the data to be protected, the harm that might result from a Data Loss Event, the state of technological development and the cost of implementing any such technical and organisational measures. The Supplier agrees, at the direction of the Council, to delete or return to the Council all personal data (and any copies of it) which have been provided to the Supplier by the Council and in any event on termination of this Order unless required by law to retain such personal data.