



Standard purchase order terms and conditions for all orders up to £50,000

Please read our terms and conditions for all purchases up to £50,000.

1. Goods or services supplied must have an official order, the order number of 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. Prices stated are fixed and firm unless otherwise stated.
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 shall form part of the contract unless agreed in writing by both parties.
4. A delivery note stating the price and the order number must accompany each delivery of goods.
5. Unless otherwise stated, payment will be made by the council within 30 days of receipt of a correctly prepared invoice showing the Official Order number, subject to the goods or services being satisfactorily supplied to the council. The council shall be entitled to deduct from payments any sums owed to the council by the supplier under any contract or agreement whatsoever.
6. 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 contract.
7. All terms implied by statute in a contract relating to this order shall be binding on the supplier of the goods. It shall be the responsibility of the supplier of goods to deliver the goods to the council and they shall be at his risk during transit.
8. The supplier shall comply with council policies when on council premises, and particularly any that are brought to their specific attention e.g. procedures as to health and safety, access to offices etc.
9. The council may terminate this contract and recover all its loss if the supplier, its employees or anyone acting on the supplier's behalf does any of the following things:
 - a) directly or indirectly offers, promises or gives any person working for or engaged by the council a financial or other advantage to induce that person to perform improperly a relevant function or activity or reward that person for improper performance of a relevant function or activity;
 - b) directly or indirectly requests, agrees to receive or accepts any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this contract;
 - c) commits any offence under the Bribery Act 2010; under legislation creating offences concerning fraudulent acts; at common law concerning fraudulent acts relating to this agreement or any other contract with the council, or of defrauding, attempting to defraud or conspiring to defraud the council.



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, arrive damaged or not fit for purpose.
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, the Equality Act 2010, the Human Rights Act 1998 or any statutory modifications or re-enactments thereof. The supplier shall comply with all council policies of which it is notified.
15. The supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment and shall take all reasonable steps to secure the observance of this clause by all servants, employees or agents of the supplier and all suppliers and sub-contractors employed in performance of this contract.
16. 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.
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 under the Freedom of Information Act 2000 or any other legislation.
18. The supplier shall assist and cooperate with the council to enable it to comply with its obligations under the General Data Protection Regulation, the Data Protection Act 2018 and the Freedom of Information Act 2000
19. If either the council's internal or external auditors or if the Local Government and Social Care Ombudsman investigates the contract, the supplier shall provide such information, access and cooperation as those persons may reasonably require.



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 for breach 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 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. Data relating to this contract may be provided to bodies responsible for auditing and administering public funds for the purpose of preventing and detecting fraud.

28. If any clause is found invalid, it shall not negate the remainder of the contract.

29. The contract shall be governed by English law.

30. Any queries as to payment should be referred to the contact named on the order. In the event that the query cannot be satisfactorily resolved by this officer the matter should be referred to Accounts Payable by email finance@alton.gov.uk .