

Rochford District Council Standard Terms and Conditions

These terms and conditions will govern the Contract between Rochford District Council (RDC) and the Supplier to the entire exclusion of all other terms and conditions, unless any other Contract terms have been agreed between the parties in writing.

Goods / Works / Services

The Supplier shall ensure that;

- they comply with all requirements detailed to them by an RDC Officer, ensuring they perform to their best skill, care and diligence, in accordance with best practice.
- all personnel carrying out the requirement, must be suitably skilled and experienced
- they provide all required materials and equipment, including PPE (Personal Protective Equipment) to the personnel and that these are properly maintained and serviced as required.

Delivery & Acceptance

Acceptance of delivery of Goods / Works / Services shall in no way reduce the liability of the Supplier.

Indemnity & Insurance

The Supplier shall keep RDC indemnified in full, against all costs, expenses, damages and losses (whether direct or indirect) awarded against, or incurred, or paid by RDC, as a result of, or in connection with, any claim made against RDC;

- by a third party for death, personal injury, or damage to property, arising out of or in connection with, defects in Goods, Works or Services, to the extent that the defect is attributable to the acts or omissions of the Supplier, its employees, agents or sub-suppliers/contractors;
- by a third party arising out of, or in connection with, the supply of the Goods, Works or Services, to the extent that such claim arises out of the breach, negligent performance, or failure or delay in performance, of the Contract by the Supplier, its employees, agents or sub-suppliers/contractors; and
- for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply, or use of the Goods, or receipt, use, or supply of the Works or Services.

For the duration and for a period of 12 months thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under, or in connection with the Contract and shall, on RDC's request, produce the insurance certificate giving details of cover.

This clause shall survive termination of the Contract.

Risk & Ownership

The Supplier shall bear all risks of loss or damage to the Goods until they have been delivered and shall insure accordingly.

Ownership of the Goods shall pass to RDC:

- When the Goods have been delivered but without prejudice to our right of rejection, or
- If RDC make any advance or stage payment, at the time such payment is made, in which case you must mark the Goods as RDC's property.

Corruption, Gifts & Hospitality, Audit

The Supplier shall not offer or give, or agree to give, to any officers or representatives of RDC any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done, or refrained from doing, any act in relation to the obtaining or execution of this, or any other contract with RDC, or for showing or refraining from showing favour or disfavour to any person in relation to this, or any such contract. The Supplier's attention is drawn to the criminal offences created by the Bribery Act 2010, section 117(2) of the Local Government Act 1972 and the offences listed in regulation 57(1) of the Public Contracts Regulations 2015.

Warranty

The Supplier shall as soon as reasonably practicable repair or replace all goods which are, or become defective, during the period of 12 months from putting into service, or 18 months from delivery, whichever shall be the shorter, or where such defects occur under proper usage and are due to faulty design.

Force Majeure

Neither party shall be liable for failure to perform its obligations if failure results from circumstances which could not have been contemplated, and are beyond reasonable control.

Variations

Any reasonable request for a variation will be accepted (by either party), with valuation to be made on a fair and reasonable basis. These shall only be binding when agreed in writing and signed.

Termination & Insolvency

RDC shall be entitled to terminate the requirement immediately without liability if:

- the Supplier commits a material breach of any of the terms and conditions;
- the Supplier has a bankruptcy order made against it, or makes an arrangement with its creditors, or takes the benefit of any statutory provision for the relief of insolvent debtors, or has convened a meeting of creditors, or enters into liquidation, or has a receiver or an administrative receiver appointed, or is the subject of similar procedures under the law of any other state, or a resolution is passed, or a petition presented to any court for the Supplier's winding up, or for the granting of an administration order, or any proceedings are commenced for the Supplier's insolvency or possible insolvency;
- the Supplier ceases or threatens to cease to carry on business;
- RDC reasonably believes that any of the above are about to occur;
- in RDC's opinion the Supplier has abandoned the Contract.

Following termination, without prejudice to any other rights, RDC may complete the Works or Services or have them completed by a third party, using all materials, plant and equipment on the premises belonging to the Supplier, and RDC shall not be liable to make any further payment to the Supplier until the Services have been completed. RDC shall be entitled to deduct from any amount due to the Supplier the costs incurred by RDC (including RDC's internal costs). If the total cost to RDC exceeds the amount (if any) due to the Supplier, the difference shall be recoverable by RDC from the Supplier.

Payment

RDC are unable to pay invoices that do not quote a valid RDC Purchase Order Number. If you are delivering goods, or carrying out works / services to RDC without an official purchase order, you do so at your own risk.

Payment will be made within 30 days of receipt of an agreed invoice. VAT where applicable, shall be shown separately as a strictly net extra charge.

RDC will pay all invoices by BACS transfer, we request that full bank details are submitted on your invoice.

Transparency

The Supplier acknowledges that RDC adheres to the Communities and Local Government Code of Recommended Practice for Local Authorities on Data Transparency ("the code") in particular but not limited to the obligation to publish data (which includes costs, Supplier information and transaction information) on all expenditure over £500.

Notwithstanding any other term in this Contract the Supplier recognises that RDC shall not be held liable for any loss, damage, harm or other detriment caused to the Supplier howsoever arising from the publishing of this information, or from RDC adhering to any other provision in the Code or other applicable legislation.

Data Protection Act 2018 & Freedom of Information Act 2000

RDC is the data controller for any personal data provided under this Contract which the Supplier shall deal with only in accordance with the instructions of RDC, and at all times within the requirements of the Data Protection Act 2018.

The Supplier will supply any information requested by RDC in accordance with its responsibilities under the Freedom of Information Act 2000, in a timely manner.

Law

Any Goods / Works / Service will be subject to English Law and the exclusive jurisdiction of the English Courts.

Where reference is made to a Regulation, Act or any similar, this includes all amendments.

All relevant Regulations, Acts, Standards or similar, not included above, shall be applicable to this Contract.