

**BRAMLEY PARISH  
COUNCIL**

**TERMS AND CONDITIONS OF PURCHASE OF GOODS & SERVICES**

**Overview**

1. Bramley Parish Council (hereafter “the Council” or “Council”) places all orders for goods and services under the terms and conditions of this document “Terms and Conditions of Purchase of Goods and Services”.
2. All written communication with The Council shall be addressed to:  
  
The Clerk  
Bramley Parish Council  
Parish Council Office  
PO Box 6967,  
Tadley, RG24 4XG.
3. Communication by email is acceptable if addressed to [clerk@bramleypc.gov.uk](mailto:clerk@bramleypc.gov.uk) however a transmission of any email, or an automated electronic acknowledgement of such an email, will not be accepted as proof of delivery.

**Application of Terms and Conditions**

4. The Contract shall comprise only the Council’s Specification where applicable, the Official Order and these Terms and Conditions of Contract, in that order of precedence.
5. The Official Order, approved by a designated Authorising Officer (generally the Clerk to the Council), together with these terms and conditions, comprises the entire contract between the Council and the Supplier.
6. No terms or conditions put forward by the Supplier (including terms relating to hire, lease or loan) shall form part of the Contract unless included on the Official Order.
7. 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.
8. By taking action against an Official Order, the Supplier will be deemed to have accepted these terms and conditions in their entirety.
9. A Delivery Note stating the price and the order number (if quoted on the Official Order) must accompany each delivery of goods.
10. The price identified in the Official Order is fixed unless otherwise stated. When referring to the supply of goods, the price includes delivery by the Supplier to the destination(s) stipulated on the Official Order.
11. 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.

12. Goods and Services shall conform in every respect to the specifications, drawings, samples or descriptions provided and shall be to the satisfaction of the Council. If requested by the Council, the Supplier shall supply, free of charge, certified copies of records of inspection and testing to confirm such compliance.
13. 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 Proposal.
14. In addition to clause 13., 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.
15. All terms implied by statute in a contract relating to this order shall be binding on the Supplier. It shall be the responsibility of the Supplier to deliver the goods to the Council and they shall be at his risk during transit.
16. If Goods or Services do not comply with the Official 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 Official Order (or part of it) by giving written notice to the Supplier to cancel the supply of Goods or Services, 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.
17. 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 failing which the Supplier shall forthwith repay to the Council any money paid by it for rejected or undelivered Goods or Services.
18. 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 access to the offices etc.
19. The Supplier shall not assign or sub-contract the Official Order or any part of it without the prior written consent of the Council.
20. 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.
21. The Council may cancel this contract if the Supplier becomes bankrupt or insolvent.
22. 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 and shall produce evidence of this if so requested by the Council.

23. The Supplier shall not infringe the intellectual property rights of any third party.
24. 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 anything arising out of the Supply shall vest in the Council.
25. The Supplier shall comply with all applicable legislation, including but not limited to, the Health and Safety at Work Act 1974, Race Relations Act 1976, Sex Discrimination Act 1975, and the Disability Discrimination Act 1995, 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.
26. 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.
27. Subject to clause 28, 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.
28. The Supplier shall assist and cooperate with the Council to enable it to comply with its obligations under both the Data Protection Act 1998, the Freedom of Information Act 2000 respectively and the General Data Protection Regulation 2016/679.
29. If either the Council's internal or external auditors or if the Commissioner for Local Administration (the Ombudsman) investigates the Contract, the Supplier shall provide such information, access and cooperation as those persons may reasonably require.
30. Any agreement signed between the Council and the supplier will be governed and construed in accordance with the laws of England.

### **Financial Conditions**

31. The Supplier shall deliver a detailed invoice as soon as possible after acceptance of the Goods or Services, unless otherwise specified in the Official Order.
32. For invoices received by the first working day of the month, payment will normally be made within 3 days following the 3rd Wednesday of the same month.
33. Payments are generally only made once a month.
34. If provided on the Official Order, the Supplier must quote the Purchase Order number(s) on the Invoice. Failure to do so may cause a delay in payment.
35. The Council under some circumstances will provide a deposit or other preliminary payment to be made if appropriate. Any deposit being immediately refundable in

full should the supplier contravene any of the applicable T&Cs, at the discretion of the council.

36. If agreed in writing, stage payments may be made against specifically identified project, or service, milestones.