

LONDON BOROUGH OF SUTTON

STANDARD CONDITIONS FOR OBTAINING SERVICES AND PURCHASING / SUPPLIES CONTRACTS

- 1. Order Number** The Order No. must be quoted on all advice notes, delivery notes, invoices and correspondence relating to the order
- 2. Delivery** A delivery note must accompany all goods and delivery shall be made as directed. If the goods or any portion thereof are not delivered within the time or times specified in the order or where no time is specified then within a reasonable time the Council shall be entitled to determine the contract in respect of the goods undelivered as aforesaid and any other goods already delivered under the contract. On such determination the Council shall be entitled: (a) to return to the contractor at the contractor's risk and expense any of the goods already delivered and to recover from the contractor any monies paid by the Council in respect of such goods; (b) to recover from the contractor any additional expenditure reasonably incurred by the Council in obtaining other goods in replacement of those in respect of which the contract has been determined.
- 3. Invoices** The invoice must follow within 7 days of delivery and should be sent to the address showing At the top of the order.
- 4. Carriage and Packing Charges** No carriage or packing charges will be accepted unless authorised by the order.
- 5. Excess Delivery** The Council reserves the right to return to the contractor at the contractor's risk and expense any goods delivered in excess of the quantities specified in the order.
- 6. Quality of Goods or Materials:**
 - 6.1** If the goods or materials do not conform to sample or to the specifications or description set out in the order the Council reserves the right to reject them within a reasonable time after delivery and return them at the contractor's risk and expense. The goods or materials supplied shall be of the quality or sort specified in the order and where so required equal in every respect to the Council's standard patterns and/or specification or to samples submitted and approved and there an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution or equivalent EC standard is current at the date of this order then all goods and materials supplied hereunder and all workmanship shall be to standard not less than that standard.
 - 6.2** All work ordered must be carried out in a safe, efficient and workmanlike manner..
 - 6.3** All work must be carried out by the contractor at the place specified in the order, at the time or times stipulated or within the timescale stipulated by or on behalf of the Council. Where no requirement as to the time has been stipulated, the work must be carried out within a reasonable time.
 - 6.4** Where this order is issued as an instruction under a term contract with the Council, Wheresoever the Conditions of this order differ from that contract then the condition of the original contract shall take precedence.
- 7. Rejection of Goods** If the goods do not conform to sample or to the specifications or description set out in the order the Council reserves the right to reject them within a reasonable time after delivery and return them at the contractor's risk and expense. The goods supplied shall be of the quality or sort specified in the order and where so required equal in every respect to the Council's standard patterns and/or specification or to samples submitted and approved and where an appropriate British Standard Specification or British Standard Code of Practice issued by the British Standards Institution or equivalent EC standard is current at the date of this order then all goods and materials supplied hereunder and all workmanship shall be to standard not less than that standard.
- 8. Indemnity** The contractor hereby indemnifies the Council in respect of (a) any liability which may be imposed on them under any Act of Parliament or Common Law in respect of any personal injury to any person whether employed by him or not occasioned by or in consequence of the performance of this contract; (b) any damage or injury to the property of the Council or any person by the contractor his workmen servants or agents unless due to any act or neglect of the Council or any person for whom the Council is responsible. The Contractor shall insure the Council and contractor jointly against the liabilities referred to in the last preceding clause and shall produce to the Chief Executive of the Council whenever required the policy or policies of insurance as aforesaid together with the current receipts for the payment of the premiums due.
- 9. Services** The services must be carried out by the contractor at the place specified in the order at the time or times stipulated by or on behalf of the Council or if no time is stipulated within a reasonable time.
- 10. Breach of Conditions** In the event of any breach of any of the above conditions the Council shall be at liberty to cancel the contract and to recover from the contractor any expenses incurred by them in any way whatsoever out of such a breach.
- 11. Health & Safety** The Contractor is reminded that he should provide for all work-people all necessary temporary accommodation, all safety, health and welfare measures and first aid equipment in accordance with all current Codes of Welfare Conditions for the building industry and comply with all relevant Acts, Rules and Regulations in force which relate to the works or any other from time to time amending or replacing same.
- 12. Stoppages etc.** The Council reserves the right to cancel this order or any part uncompleted without prejudice to any of its rights and remedies if a stoppage occurs due to fire, strikes, lockouts, force majeure or from any other cause or causes beyond the Council's control or from any cause or causes due to any acts or demands of the British Government or any Government Department or as a consequence of War or outbreak of hostilities. Your attention is drawn to the Council's Standing Order 50 which states: The Council is empowered to cancel the contract and to recover from the contractor the amount of any loss resulting from such cancellation if the contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any action in relation to the obtaining or execution of the contract or any other contract with the Council or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Council or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the contractor) or if in relation to any contract with the Council the contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruptions Acts, 1889 to 19 16 or shall have given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.
- 13. Corrupt Practices**