

City & County of Swansea
Standard Purchase Order Terms and Conditions

The Council and the Supplier agree:

1. In these Conditions the term the "Order" shall mean these Conditions together with the completed official purchase order set out. The Order applies to the supply of the Goods /Services by the Supplier to the Council the Order and all other terms and conditions are excluded. These terms shall only be superseded by contractual terms and conditions stated in a separate written agreement when signed by the duly authorised signatories of both the Council and the Supplier. Acceptance of the Order and/or Delivery of the Goods/Services or any part of them by the Supplier to the Council shall be deemed to be conclusive evidence of the Supplier's acceptance of the Order.
2. No variations to the Order shall be valid unless previously agreed in writing between the Council and the Supplier.
3. The Goods/Services shall be of the quality and type specified in the Order and shall comply in all respects with any description, specification and/or samples previously approved by the Council. In addition, they must satisfy all appropriate British Standard Institution specifications, Approved Codes of Practice or equivalent European Union Standards in terms of safety, quality and fitness for purpose and in accordance with the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982 and in any event be of a standard satisfactory to the Council.
4. The Goods/Services shall be delivered at such times and to such place (the "Location") and in such manner as is specified in the Order or as the Council may otherwise direct. The Goods shall be delivered at the Supplier's risk to the Location at the Supplier's own cost except where the Council has agreed to pay delivery costs which costs shall be specified in the Order. The Supplier shall be responsible for the offloading of the Goods at the Location.
5. Time of delivery shall be of the essence of the Order.
6. Ownership and risk of the Goods shall pass to the Council upon delivery except where payment for the Goods has already been made when ownership of the Goods shall pass to the Council on such payment.
7. The Supplier shall provide a delivery note quoting the Council's Order Number and giving details of the Goods delivered. Any invoice issued by the Supplier to the Council must quote the Council's Order Reference Number (as specified on the Purchase Order). For the avoidance of doubt, these Conditions shall apply to the exclusion of any Supplier conditions pertaining to any delivery note or invoice issued by the Supplier in respect of the relevant Goods/Services.
8. If the Goods/Services delivered are not of the type and/or quality specified in the Order and/or do not comply in all respects with any Supplier's description specification and/or samples previously approved by the Council or are not to the Council's satisfaction the Council may either refuse to receive the Goods/Services at all or can reject all or any part of the Goods/Services.
9. If Goods or any part of them are rejected by the Council the Supplier will within 7 (seven) days from notice being given to the Supplier by the Council that Goods or any part of them have been rejected remove the rejected Goods at the Supplier's own cost. If the Supplier does not remove the rejected Goods within 7 (seven) days the Council may remove and/or return the rejected Goods at the Supplier's cost and the Supplier will immediately reimburse the Council for any costs incurred.
10. The Council will not be liable to the Supplier for any damage to or deterioration of any rejected Goods.
11. The Supplier warrants to the Council that the Goods will, on delivery and thereafter for the longer of the period specified in the Order or the Contractor's standard warranty period for such Goods, be free from defects or failures in design, material and workmanship.
12. The Supplier shall not assign or subcontract the Order in whole or in part.
13. The Supplier shall indemnify and keep indemnified the Council from and against any and all loss and/or damage to property or bodily injury or liability (whether criminal or civil) suffered by the Council its employees or agents or any third parties resulting from a breach of the Order or any part of it by the Supplier or any negligent act neglect of default of the Supplier his employees and/or agents in the performance of the Order.
14. The Council may cancel the Order with immediate effect if the Supplier becomes bankrupt, has a receiver appointed, goes into liquidation, undergoes a change of control where "control" has the meaning given in Section 416 of the Income and Corporation Taxes Act 1988 or if the Supplier commits an offence under any prevention of corruption legislation, including without prejudice to the generality of the foregoing under the Bribery Act 2010 or any amendment to the Act.
15. Where any access to any premises owned or controlled by the Council is necessary in connection with installation and/or delivery of the Goods/Services the Supplier shall at all times comply with the requirements of the Council's officers and/or authorised contractors.
16. The Supplier shall comply with all legal requirements (including EU and UK) standards relating to the manufacture packaging and delivery of the Goods and the delivery of the Services including without prejudice to the generality of the foregoing with all applicable data protection legislation including the General Data Protection Regulation 2016/679 and the Data Protection Act 2018 .
17. The Council may set off against the Price any amount due from the Supplier under this Order or any other Order placed by the Council with the Supplier.
18. If the Supplier commits a breach of any of the Order or any part of it the Council may terminate the Order with immediate effect by notice to the Supplier without prejudice to any other rights or remedies of the Council in relation to the Order and without liability of any description (including compensation) to the Supplier. In no circumstances shall the receipt or acceptance of any goods or the execution of any works or payment of any monies in respect thereof or the passage of time be deemed a waiver of the rights of the Council in this Order and in particular of the Council's right to terminate the Order.
19. The Supplier agrees not to disclose any information which the Council deems confidential to any third party which obligation shall continue to apply after the expiry of the Order.
20. All property of the Council used by the Supplier in connection with the Order shall remain the property of the Council and the Supplier shall ensure that any such property is maintained in good condition and returned to the Council in satisfactory condition when the Order expires or at the earlier request of the Council.
21. Where requested by the Council the Supplier shall insure its obligations and liability under the Order to a minimum limit of indemnity of £5,000,000 or such other sum as may be specified by the Council.
22. The Supplier warrants that the supply of the Goods/Services specified in the Order does not and will not infringe the intellectual property rights of any third party and the Supplier shall ensure that all other licences, fees or similar expenses in respect of intellectual property used in connection with the Goods/Services have been paid and are included in the Price. The Supplier shall indemnify and keep indemnified the Council in respect of all and any losses arising from a breach of clause 16 and this clause 22.
23. All copyright or other intellectual property rights in any work developed, produced or performed by or on behalf of the Supplier in the course of the performance of the Order shall vest in and be the sole property of the Council.
24. It is agreed that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Order.
25. The Supplier shall not unlawfully discriminate within the meaning and scope of the anti-discrimination legislation of the United Kingdom.
26. Nothing in the Order shall create or be construed as creating a partnership joint venture a contract of employment or relationship of employer and employee or a relationship of principal and agent between the Council and the Supplier.
27. English and Welsh law applies to the Order.