

**EAST RENFREWSHIRE COUNCIL
GENERAL CONDITIONS OF PURCHASE**

1. Definitions.

In these conditions, "the Council" means East Renfrewshire Council and "the Supplier" means the person(s) or company to whom this order is addressed. Where the contract is for the provision of services, the words "the goods" shall be read, where the contract permits, as meaning the services, which the Supplier has contracted to provide.

2. Conditions.

These conditions shall be binding on the Supplier in full and no modification, alteration or amendment thereof shall be binding on the Council or be effective against the Council unless such modification, alteration or amendment has been expressly agreed to and accepted in writing by the Council.

3. Prices.

The prices quoted by the Supplier shall include delivery to the address stipulated on the order and shall include the cost of packing. All prices shall be fixed.

4. Packing.

All goods must be properly packaged to survive transit to the delivery address stipulated on the order and to resist pilferage, distortion, corrosion or contamination. All goods shall be clearly and legibly labelled and addressed.

5. Rendering and Payment of Accounts.

Accounts shall be rendered at the time and in the manner specified by the Council. Unless otherwise agreed, payment will be made by the Bank Automated Clearing System or by cheque at the option of the Council within 30 days of receipt of a valid and undisputed invoice.

6. Delivery.

The Supplier will deliver and unload the goods to the point of delivery stated on the order not later than the date for delivery stated on the order. Time shall be of the essence of the contract. The Supplier recognises that late delivery may cause the Council consequential loss, such as liability on the part of the Council to meet other contractual commitments and the Council shall have the right to recover that loss from the Supplier.

7. Inspection.

The Council may inspect the goods both on the Supplier's premises and after delivery.

8. Force Majeure.

If delivery is delayed by some cause outwith the control of the Supplier, then it shall give written notice to the Council within seven days of its occurrence and the Council may then (without prejudice to its other rights) allow such extra time for delivery, as the Council deems reasonable in the circumstances.

9. Documentation.

- I. All correspondence must quote the Council's order number.
- II. Invoices and statements must be sent to the invoicing address stipulated on the order.
- III. Advice and despatch notes must be sent to the delivery address stipulated on the order.
- IV. All invoices and statements must show separately, the VAT rate and the amount of VAT charged and the Supplier's VAT registration number.

10. Guarantee.

It shall be a condition of the contract that the goods comply in all aspects with the contract description stated on the order and with any statements or undertaking made by the Supplier, or its servants or agents, prior to the giving of the order. The Supplier undertakes that all goods supplied shall meet the specification stipulated on the order and be fit for the purpose for which they are intended and recognises that the Council has placed the order relying on the skill and expertise of the Supplier and any statements and representations made. If the goods (or any of them) shall prove to be defective within 12 months of delivery, then the Council may call upon the Supplier (but without prejudice to the Council's other rights) to rectify the defects or replace the goods (at the Council's option) at the Supplier's own expense. All the obligations in this condition shall further apply to any rectified or replacement goods.

11. Recovery of Sums Due.

Where under any contract, a sum of money is recoverable from or payable by the Supplier, the same may be deducted by the Council from any sum due, or which at any time thereafter may become due to the Supplier under the contract or under any other contract with the Council.

12. Right of Cancellation.

The Council shall be entitled to cancel this order at any time by giving reasonable notice to the Supplier. If the Council exercises this right of cancellation, it shall be bound to pay a reasonable price for any services already supplied, or goods ordered, but shall otherwise be free from liability.

13. Suppliers' Liability.

Suppliers to the Council shall be liable for any damage to property or any injury to or the death of any person or person arising out of or in consequence of supplying or delivering the goods to the Council and shall free and relieve the Council from any expenses the Council may incur and from and against any claim made against the Council in connection therewith, however arising.

14. Bankruptcy.

If the Supplier becomes bankrupt, insolvent, or is sequestered or enters into liquidation whether voluntary or compulsory (save for the purpose of amalgamation or reconstruction of a solvent company) or has a receiver appointed of its undertaking or has an administration order made in relation to it, or enters into an arrangement or composition for the benefit of its creditors or suffers any diligence to be done or execution to be levied on its goods then and in any of those events, the Council shall be at liberty either:-

- I. to terminate the contract forthwith by notice in writing to the Supplier, or to the receiver or liquidator, or to any person in whom the contract may become vested; or
- II. to give such receiver, liquidator or any other person, the option of carrying out the contract subject to it providing a guarantee for the due and faithful performance of the contract.

15. Indemnity.

- The Supplier shall keep the Council fully and effectively indemnified against:
- I. any claims for infringement of any letters, patent or registered design trademark or trade name by reason of the use or sale of the goods supplied.
 - II. any royalties payable by the Supplier; and
 - III. any claim in contract, delict or otherwise; for any direct or indirect damages, expenses or for any loss arising out of, or occasioned by, any error in design or drawings; or work performed by the Supplier or occasioned by reason of any act or omission by the seller or any of the Supplier's sub-contractors or assignees.

16. Prevention of Corruption.

The Council shall be entitled to cancel the contract without incurring any penalty whatsoever and to recover from the Supplier the amount of any loss resulting from such cancellation if the Supplier 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 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 it or acting on its behalf or has committed an offence under the Bribery Act 2010, or shall have given any fee or reward the receipt of which is an offence under Section 68(2) of the Local Government (Scotland) Act 1973.

17. Assignment, Sub-contracting.

The Supplier shall not give, bargain, sell, assign, novate, sub-contract or otherwise transfer or dispose of the contract or any part thereof or the advantage of the contract or any part thereof without the previous written consent of the Council. Any breach thereof shall entitle the Council to determine the whole contract or that part to which the breach relates or to take any further steps the Council deems appropriate in all the circumstances.

18. Equality Legislation and Discrimination

It shall be a condition of the contract that the supplier complies with the responsibilities placed on it by the Equality Act 2010 and, without limitation, does not unlawfully discriminate against any person within the meaning of that Act.

19. Equal Opportunities in Employment.

It shall be a condition of the contract that, to the best of the Supplier's knowledge and belief, the Supplier has complied with all statutory requirements in respect of ensuring equal opportunity in employment.

20. Health and Safety.

It shall be a condition of the contract that the Supplier is operating health & safety policies, which conform to Government legislation.

21. Arbitration.

All disputes, differences or questions arising between the parties in relation to the contract with respect to any matter or thing arising out of or relating to the contract, other than a matter or thing as to which the Council's decision is under the contract to be final and conclusive (and except to the extent to which special provision has been made for arbitration elsewhere in the contract) shall be referred to the arbitration in Scotland of two persons (one appointed by the Council and one by the Supplier) and in the case of difference of opinion between the said persons to an arbiter to be appointed by the Sheriff of North Strathclyde at Paisley.

22. Observance of statutory Requirements

The Supplier shall comply with all statutory and other requirements to be observed and performed in connection with the performance of the contract and shall indemnify the Council in relation hereto.

23. Freedom of Information (Scotland) Act 2002 (FOISA) and Environmental Information (Scotland) Regulations 2004 (the EIRs)

The Council is obliged, in response to a request for information under FOISA and/or the EIRs to disclose information relating to the contract, unless such information constitutes a trade secret or the disclosure thereof would, or would be likely to, prejudice substantially, the commercial interests of the Council or the Contractor. Notwithstanding the terms of this condition, if the public interest in disclosing some or all of the details of the Contract outweighs the substantial prejudice caused to such commercial interests, the Council may make such disclosure.

24. Scots Law

The contract shall be considered as a contract made in Scotland and subject to Scots Law and any dispute arising in relation to the contract shall be subject to the exclusive jurisdiction of the Scottish Courts.