

## **TERMS AND CONDITIONS**

- 1. INTERPRETATION - Contract:** the contract between the Customer and the Supplier on these Conditions **Customer:** Doncaster Borough Council  
**Deliverables:** documents, products and materials developed by the Supplier in any form or media **Goods:** as set out in the Goods Specification or as set out in the Order. **Goods Specification:** any specification for the Goods. **Mandatory Policies:** those found at [www.doncaster.gov.uk/services/the-council-democracy/our-policies](http://www.doncaster.gov.uk/services/the-council-democracy/our-policies). **Order:** the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form. **Services:** as set out in the Service Specification or as set out in the Order. **Service Specification:** the description or specification for Services agreed in writing by the Customer and the Supplier. **Supplier:** the person or organisation from whom the Customer purchases the Goods and/or Services. **2. BASIS OF CONTRACT 2.1** The Order constitutes an offer by the Customer to purchase Goods and/or Services from the Supplier in accordance with these Conditions. **2.2** The Order is accepted on the earlier of: **(a)** the Supplier's written acceptance; or **(b)** any act by the Supplier consistent with fulfilling the Order, at which point and on which date the Contract shall come into existence (the **Commencement Date**). **2.3** These Conditions apply to the Contract to the exclusion of any other terms. **2.4** All of these Conditions shall apply to the supply of both Goods and Services **3. SUPPLY OF GOODS 3.1** the Supplier shall ensure that the Goods shall correspond with their description and any Specification; be of satisfactory quality, fit for any purpose, free from defects in design, comply with the law **3.2** The Supplier shall maintain all the permits that it needs. **4. DELIVERY OF GOODS 4.1** The Supplier shall ensure that: the Goods are properly packed and each delivery has a delivery note **4.2** The Supplier shall deliver the Goods: on the date specified in the Order but if not specified within 7 days of the date of the Order; to the Customer's premises. **4.3** Title and risk in the Goods shall pass to the Customer on completion of delivery. **5. SUPPLY OF SERVICES 5.1** The Supplier shall from the Commencement Date supply the Services to the Customer in accordance with the terms of the Contract. **5.2** Time for delivery of services is of the essence **5.3** the Supplier shall: co-operate with the Customer; perform the Services with the best care; ensure that the Services will conform with all descriptions, standards and specifications and that the Deliverables shall be fit for any purpose that the Customer expressly or impliedly makes known to the Supplier; provide all equipment, tools and vehicles and such other items as are required to provide the Services; use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to the Customer, will be free from defects in workmanship, installation and design; obtain and at all times maintain all licences and consents which may be required for the provision of the Services; comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes which may apply to the provision of the Services, and with the Mandatory Policies; observe all health and safety rules and regulations and any other security requirements that apply at any of the Customer's premises **6. CUSTOMER REMEDIES 6.1** If the Supplier is in material breach; fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, the Customer shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights; **(a)** to terminate the Contract with immediate effect by giving written notice to the Supplier; **(b)** to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make; **(c)** to recover from the Supplier any costs incurred by the Customer in obtaining substitute goods and/or services from a third party; **(d)** to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and **(e)** to claim damages for any additional costs, loss or expenses incurred by the Customer which are in any way attributable to the Supplier's failure to meet such dates. **6.2** If the Supplier has delivered Goods that do not comply with the undertakings set out in Clause 3.1, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights, whether or not it has accepted the Goods: **(a)** to terminate the Contract with immediate effect by giving written notice to the Supplier; **(b)** to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense; **(c)** to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid); **(d)** to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make; **(e)** to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute goods from a third party; and **(f)** to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to supply Goods in accordance with Clause 3.1. **6.3** If the Supplier has supplied Services that do not comply with the requirements of Clause 5.3, then, without limiting or affecting other rights or remedies available to it, the Customer shall have one or more of the following rights: **(a)** to terminate the Contract with immediate effect by giving written notice to the Supplier; **(b)** to return the Deliverables to the Supplier at the Supplier's own risk and expense; **(c)** to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid); **(d)** to refuse to accept any subsequent performance of the Services which the Supplier attempts to make; **(e)** to recover from the Supplier any expenditure incurred by the Customer in obtaining substitute services or deliverables from a third party; and **(f)** to claim damages for any additional costs, loss or expenses incurred by the Customer arising from the Supplier's failure to comply with Clause 5.3. **6.4** These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier. **6.5** The Customer's rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law. **7. CUSTOMER'S OBLIGATIONS 7.1** The Customer shall **(a)** provide the Supplier with reasonable access at reasonable times to the Customer's premises for the purpose of providing the Services; **(b)** provide such necessary information for the provision of the Services as the Supplier may reasonably request. **8. CHARGES AND PAYMENT 8.1** The price for the Goods :**(a)** shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier's published price list in force at the Commencement Date; and **(b)** shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the Customer. **8.2** The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by the Customer, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services. **8.3** In respect of the Goods, the Supplier shall invoice the Customer on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice the Customer on completion of the Services. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice and in compliance with guidance found at: <https://www.doncaster.gov.uk/services/the-council-democracy/procurement> > supplying the council – procurement > invoicing doncaster council including but not limited to the relevant purchase order number. **8.4** The Customer shall pay the invoiced amounts within 30 days of the date of a correctly rendered invoice to a bank account nominated in writing by the Supplier **9. INTELLECTUAL PROPERTY RIGHTS 9.1** all intellectual property rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any Customer materials) shall be owned by the Supplier. **10. INDEMNITY 10.1** The Supplier shall indemnify the Customer against all liabilities suffered or incurred by the Customer arising out of or in connection with: **(a)** any claim made against the Customer 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 Services (excluding the Customer materials); **(b)** any claim made against the Customer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in the Goods, as delivered, or the Deliverables; and **(c)** any claim made against the Customer by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services. **10.2** This Clause 10 shall survive termination of the Contract. **11. INSURANCE** The Supplier shall maintain in force, insurance to cover the liabilities that may arise under or in connection with the Contract. **12. GENERAL** A waiver of any right or remedy under the Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy. The Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements. This Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.