



Parish Council Terms and Conditions of Purchase

for Beaudesert & Henley in Arden Joint Parish Council

In accordance with the Local Government Act 1972

Effective Date: 1st October 2024

Policy Number 24-009 [Issue 1]

1. Introduction

These Terms and Conditions of Purchase (hereinafter referred to as "Terms") are issued by [Name of Parish Council] ("the Council") and apply to all purchase orders and contracts for the supply of goods, services, or works by any supplier ("the Supplier") to the Council. By accepting any purchase order or entering into any contract with the Council, the Supplier agrees to be bound by these Terms.

2. Compliance with Legislation

The Supplier shall comply with all relevant laws and regulations applicable to the supply of goods, services, or works, including but not limited to the Local Government Act 1972, the Public Contracts Regulations 2015, and all applicable health and safety, environmental, and data protection legislation.

3. Purchase Orders

3.1 All purchases made by the Council must be supported by an official purchase order. 3.2 The Council shall not be liable for any goods, services, or works provided without an official purchase order. 3.3 The purchase order number must be quoted on all invoices, delivery notes, and correspondence relating to the purchase.

4. Price and Payment

4.1 The price for the goods, services, or works shall be as stated in the purchase order and shall be fixed unless otherwise agreed in writing. 4.2 Unless otherwise agreed, invoices will be paid on the Wednesday after the first Monday of the month following the invoice date, provided the goods, services, or works have been delivered in accordance with the contract and to the satisfaction of the Council. 4.3 Invoices must be submitted promptly after the delivery of goods, services, or works and must include the purchase order number.

5. Delivery

5.1 The Supplier shall deliver the goods, services, or works by the date specified in the purchase order or as otherwise agreed in writing. 5.2 Time of delivery shall be of the essence. If the Supplier fails to deliver on time, the Council reserves the right to cancel the order without liability and to seek compensation for any loss or damage incurred. 5.3 All goods shall be delivered to the location specified in the purchase order and must be accompanied by a delivery note quoting the Council's purchase order number.

6. Inspection and Acceptance

6.1 The Council reserves the right to inspect and test the goods, services, or works upon delivery. 6.2 If the goods, services, or works do not conform to the specifications or requirements of the purchase order, the Council shall have the right to reject them and require the Supplier to rectify or replace them at no additional cost. 6.3 Acceptance of the goods, services, or works by the Council shall not relieve the Supplier of its obligations under the contract or any applicable legislation.

7. Warranties

7.1 The Supplier warrants that all goods, services, or works supplied shall conform to the specifications of the purchase order, be of satisfactory quality, fit for their intended purpose, and free from defects in materials and workmanship. 7.2 The Supplier warrants that it has full legal right, title, and authority to supply the goods, services, or works to the Council and that the use of such goods, services, or works by the Council will not infringe any third-party rights.

8. Indemnity and Liability

8.1 The Supplier shall indemnify and hold harmless the Council against all claims, losses, damages, costs, and expenses arising out of or in connection with the Supplier's performance of the contract, including any breach of these Terms. 8.2 The Supplier's liability to the Council for any breach of these Terms or the contract shall be limited to the value of the purchase order, except in cases of fraud, gross negligence, or wilful misconduct.

9. Termination

9.1 The Council reserves the right to terminate the contract, in whole or in part, at any time by giving written notice to the Supplier. In such an event, the Council shall pay the Supplier for all goods, services, or works delivered up to the date of termination. 9.2 The Council may terminate the contract immediately if the Supplier fails to comply with these Terms, becomes insolvent, or enters into any form of liquidation or administration.

10. Confidentiality

10.1 The Supplier shall treat all information provided by the Council as confidential and shall not disclose it to any third party without the prior written consent of the Council, except as required by law. 10.2 This obligation of confidentiality shall survive the termination of the contract.

11. Data Protection

11.1 The Supplier shall comply with all applicable data protection laws, including the General Data Protection Regulation (GDPR) and the Data Protection Act 2018, in relation to any personal data processed in connection with the contract. 11.2 The Supplier shall ensure that appropriate technical and organisational measures are in place to protect such personal data

against unauthorised or unlawful processing and against accidental loss, destruction, or damage.

12. Governing Law and Jurisdiction

12.1 These Terms and any contract between the Council and the Supplier shall be governed by and construed in accordance with the laws of England and Wales. 12.2 Any disputes arising under or in connection with these Terms shall be subject to the exclusive jurisdiction of the courts of England and Wales.

13. Amendments

13.1 The Council reserves the right to amend these Terms at any time. Any such amendments shall apply to all purchase orders and contracts entered into after the date of the amendment. 13.2 The Supplier shall be notified in writing of any amendments to these Terms.

14. Entire Agreement

14.1 These Terms, together with the purchase order, constitute the entire agreement between the Council and the Supplier and supersede any previous agreements or understandings, whether oral or written, relating to the subject matter of the contract.

A handwritten signature in black ink, appearing to read 'Ray Evans', is positioned above the printed name.

Ray Evans – Clerk to the Beaudesert & Henley in Arden JPC