



## Standard Purchasing Terms and Conditions

### For Waterlooville Area Community Association Charitable Incorporated Organisation

- 1 Goods or services shall only be supplied to Waterlooville Area Community Association Charitable Incorporated Organisation (hereinafter "the Buyer") in response to an official Contract or Purchase Order (hereinafter "Purchase Order"), the order number of which shall be stated on all correspondence.
- 2 The contract shall comprise only the Buyer's Purchase Order issued by the Buyer, including any associated documents referenced therein including these terms and conditions, in that order of precedence. Prices shall be fixed and firm unless otherwise stated.
- 3 The contract, as described above, constitutes the entire agreement between the parties relating to the subject matter of the contract and no terms or conditions put forward by the Supplier shall form part of the contract unless agreed in writing by the parties.
- 4 A delivery note stating the complete Purchase Order number and line item description and quantity must accompany each delivery of goods.
- 5 Unless otherwise stated on the Purchase Order, payment will be made by Buyer within 30 days of receipt of a correctly prepared invoice subject to the goods or services being satisfactory to the Buyer. Invoices shall include: (i) the complete Purchase Order number; (ii) the line item detail of items invoiced, including description, and net price; and, (iii) the net total, VAT (if applicable), and gross total. The Buyer shall be entitled to deduct from payments any sums owed to Buyer by the Supplier under any contract or agreement whatsoever.
- 6 Without prejudice to any standard required elsewhere in the contract, all goods and services shall conform to any applicable specification or code of practice issued by the British Standards Institution or the International Standards Organisation that is current at the date of the contract.
- 7 All terms implied by statute in a contract relating to this order shall be binding on the Supplier. It shall be the responsibility of the Supplier to deliver the goods to the Buyer which shall be at the Supplier's risk during transit.
- 8 When on Buyer premises the Supplier shall comply with Buyer policies, and particularly any that are brought to the Suppliers specific attention e.g. policies addressing health and safety, fire safety etc.
- 9 Buyer may terminate the contract and recover all its loss if the Supplier, its employees or anyone acting on the Supplier's behalf does any of the following things:
  - directly or indirectly offers, promises or gives any person working for or engaged by Buyer a financial or other advantage to induce that person to perform improperly a relevant function or activity or reward that person for improper performance of a relevant function or activity;
  - directly or indirectly requests, agrees to receive or accepts any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this contract; or,
  - commits any offence under the Bribery Act 2010; under legislation creating offences concerning fraudulent acts; at common law concerning fraudulent acts relating to this agreement or any other contract with Buyer, or of defrauding, attempting to defraud or conspiring to defraud the Buyer.
- 10 Without prejudice to any of the rights or remedies of the Buyer, property in any goods shall pass to the Buyer on delivery or on written acceptance by Buyer where the goods are to be subject to testing, whichever shall be the later.
- 11 The Supplier shall free of charge, immediately repair or replace (as the Buyer shall elect) goods, which fail to arrive, arrive damaged or are not fit for purpose.
- 12 The Supplier shall not infringe the intellectual property rights of any third party.
- 13 All intellectual property rights in any specifications, information, instructions, plans, drawings, patterns, models, designs or other material made available to the Supplier by the Buyer or obtained by the Supplier in connection with the contract shall remain vested solely in the Buyer. The intellectual property rights in anything arising out of the supply shall vest in the Buyer.
- 14 The Supplier shall comply with all applicable legislation, including but not limited to, the Health and Safety at Work Act 1974, the Equality Act 2010, the Human Rights Act 1998 or any statutory modifications or re-enactments thereof.

- 15 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order, or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment and shall take all reasonable steps to secure the observance of this clause by all servants, employees or agents of the Supplier and all Suppliers and sub-contractors employed in performance of this contract.
- 16 The Supplier shall effect, with a reputable company, public and employer's liability and other insurances necessary to cover the risks contemplated by the contract and shall at the request of the Buyer produce evidence of such insurance.
- 17 The parties, their employees and agents, shall keep secret and not disclose, any information provided in confidence, without the prior written consent of the other party, except as may be necessary for the performance of the contract. The duty of confidentiality shall not apply to any information (i) in the possession of the party concerned, without restriction as to its disclosure, before receiving it from the disclosing party or (ii) received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure, (iii) is or becomes public knowledge (otherwise than by breach of this clause) and (iv) liable to disclosure under the Freedom of Information Act 2000 or any other legislation.
- 18 The Supplier shall assist and cooperate with the Buyer to enable it to comply with its obligations under the General Data Protection Regulation, the Data Protection Act 2018 and the Freedom of Information Act 2000.
- 19 If either of the Buyer's internal or external auditors or if the Local Government and Social Care Ombudsman investigates the contract, the Supplier shall provide such information, access and cooperation as those persons may reasonably require.
- 20 The Buyer may immediately terminate the contract, by notice in writing, if the Supplier fails to make the supply or effect the service within the time specified in the contract, breaches the contract in a way which the Buyer reasonably regards as not capable of being remedied, which may include, without limitation, repeated and/or persistent breaches of the contract, fails within one month's written notice to remedy a breach of contract which can be remedied, fails to proceed diligently with or wholly suspends performance of the contract, or becomes insolvent.
- 21 In the event of termination for breach of the contract, the Buyer may engage another Supplier to make the supply and the Supplier shall be liable to pay the Buyer as a debt any extra cost that Buyer incurs in so doing.
- 22 If either party is unable to make or accept the supply, through strike, war, civil commotion, cessation or serious interruption of communications or power supplies, exceptionally adverse weather, fire or other unavoidable cause it shall immediately notify the other party stating the likely length of disruption and the steps being taken to minimise disruption to the supply. The Buyer shall notify the Supplier within 30 days whether it requires the supply to be recommenced, varied or cancelled (without further liability to either party). Where the supply is recommenced the contract shall be varied to extend the time for completion or delivery of the supply by the period of disability.
- 23 Notices may be sent by hand or by ordinary, registered or recorded delivery post or electronic mail to the address of the party shown on the contract, or to such other address as the party has notified to the other. Service shall be deemed effective on the day when in the ordinary course of the means of transmission it would first be received by the addressee in normal business hours.
- 24 The Supplier shall not without the written consent of the Buyer assign or sub-contract the contract. No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its responsibilities under the contract.
- 25 No deletion, addition or variation to the contract shall be valid unless agreed in writing by the parties.
- 26 No third party has any rights under the contracts (Rights of Third Parties) Act 1999 in connection with the contract.
- 27 Data relating to this contract may be provided to bodies responsible for auditing and administering charity funds for the purpose of preventing and detecting fraud.
- 28 The Buyer will not tolerate sexual harassment in any form of a person associated with us (including our staff, trustees volunteers, and users of our facilities). Should we receive any complaints that a representative of the Seller has sexually harassed a person person associated with us we will investigate, and your co-operation with this investigation is expected. If we conclude that sexual harassment did occur, we will consider what action will be appropriate in the circumstances to uphold the integrity of our sexual harassment policy and to prevent further occurrences.
- 29 If any clause is found invalid, it shall not negate the remainder of the contract.
- 30 The contract shall be governed by laws of English & Wales.