



Purchase Orders

Terms and Conditions

The Council's terms and conditions relating to Purchase Orders are outlined below.

Conditions of Order

1. This order is conditional upon the person to whom it is issued indemnifying the Council against all actions, suits, costs, claims, demands or expenses arising out of any act or default of himself or his servants or in respect of compensation payable at law to workmen or any other persons in connection with the carrying out of the works to which the order relates.
2. **Health and Safety at Work Act 1974**
In order to comply with section 6 of the Act, please give notice in writing to the Chief Executive or relevant Head of Service of the council of any products and substances supplied to him which may be hazardous in use, stating the nature and extent of the hazards and giving instruction on precautions to be taken for the safe labelling, handling, storage and usage, and if necessary disposal thereof.
3. A delivery note must accompany all goods supplied.
4. Invoices to be rendered as soon as goods supplied.
5. The council's settlement terms are payment within 30 days of either the receipt of the goods/service or date of the invoice, whichever is the later.
6. All invoices, delivery notes and communications must quote this order number.
7. This order may, if the relevant Head of Service considers it appropriate, be despatched or issued electronically

provided that the order shall contain the electronic signature of the relevant Head of Service or other officer duly authorised on his/her behalf and provided also that such electronic communication shall comply with the Electronic Communications Act 2000 and any other relevant statutory requirements for the time being in force.

8. Freedom of Information Act 2000

- a. "Notwithstanding anything to the contrary contained or implied in any Contractor's / Supplier's terms or conditions nothing contained or referred to in this official order shall be deemed or implied to be exempt from disclosure under the Freedom of Information Act 2000 and the Council shall be entitled to publish and / or release any and all terms and conditions of this Contract under the Freedom of Information Act 2000 and for the avoidance of doubt where there is any conflict between any Contractor's / Supplier's terms and conditions and the provisions of this clause the provisions of this clause will prevail."
- b. "The Contractor / Supplier shall not publish or otherwise disclose any information contained in this official order or in any negotiations leading to it without the Council's previous written consent unless the Contractor / Supplier is bound to publish or disclose such information under the Freedom of Information Act 2000 and such information is not exempt from disclosure and / or publication under the provisions of the Freedom of Information Act 2000."