

Mid Sussex District Council Purchase Order Terms and Conditions for the Supply of Goods, Services and/or Works up to the Value of £19,999 plus VAT

1. DEFINITIONS AND INTERPRETATION

- 1.1. The definitions and rules of interpretation in this clause apply in these conditions:
- "Contract"** means the contract between the Supplier and the Council consisting of these conditions and (where applicable) the Tender, the Purchase Order and/or the Specification;
- "Council"** means Mid Sussex District Council of Oaklands, Oaklands Road, Haywards Heath, West Sussex, RH16 1SS;
- "Equality Legislation"** means the Equality Act 2010, the Human Rights Act 1998 and the Modern Slavery Act 2015 and such other acts and legislation to ensure, among others; equality of access to goods and services; promotion of good relations between groups in society; the provision of reasonable adjustments for people with disabilities; and equality in employment, equality legislation shall help organisations and providers to meet their obligations under anti-discrimination laws;
- "GDPR"** means the General Data Protection Regulation (EU) 2016/79, the Data Protection Act 2018 and any subordinate legislation deriving;
- "Goods"** means the Goods described in the Purchase Order and/or the Tender;
- "Purchase Order"** means the purchase order generated (where applicable) by the Council for the Goods, Services and/or Works;
- "Premises"** means a Council-owned location where the Services and/or Works are to be performed, as specified in the Purchase Order and/or Tender;
- "Price"** means the fee to be paid under the Contract to the Supplier as stated in the Purchase Order and/or Tender and, unless otherwise so stated, shall be exclusive of any applicable VAT but inclusive of all other charges;
- "Regulated Activity"** means any work which is currently defined as a regulated activity relating to children or vulnerable adults within the meaning of Schedule 4 Part 1 and Part 2 of the Safeguarding Vulnerable Groups Act 2006;
- "Services"** means the services described in the Purchase Order and/or Tender;
- "Specification"** means the requirements provided (where applicable) by the Council detailing the required specifications of the Goods, Services and/or Works;
- "Supplier"** means the person, form of company or partnership or organisation who have accepted the Council's Purchase Order for the provision of Goods, Services and/or Works and is identified in the Purchase Order;
- "Tender"** means (where applicable) the tender or request for quotation issued by the Council and the response given to the Council by the Supplier;
- "Term"** means the period for which the Goods, Services and/or Works are to be provided as stated in the Purchase Order and/or Tender;
- "Works"** means the works to be performed by the Supplier under the Contract.

2. APPLICATION OF TERMS

- 2.1. These conditions are the Council's standard terms and conditions which will govern the Contract for the Term to the entire exclusion of all other terms and conditions unless any other contract terms have been agreed between the parties in writing.

3. PRICE

- 3.1. In return for the Supplier providing the Goods, Services and/or Works, the Council shall pay the Supplier the Price.
- 3.2. No variation in the Price nor extra charges shall be made without the Council's prior written consent.
- 3.3. The Supplier hereby agrees that it shall be solely responsible for payment of all income tax liabilities whatsoever and national insurance or similar contributions in relation to its employees.

4. PAYMENT

- 4.1. The Supplier shall invoice the Council with the Price in pounds sterling (£) and shall include;
- 4.1.1. an invoice date and invoice number;
- 4.1.2. the period to which the invoice relates;
- 4.1.3. details of the Goods, Services and/or Works for which payment is claimed;
- 4.1.4. any VAT payable, with a breakdown showing the net figure, the VAT amount and the gross figure;
- 4.1.5. a VAT registration number if VAT registered;
- 4.1.6. a valid purchase order number as issued by the Council;
- 4.1.7. the Supplier's vendor/supplier number as set out in the Purchase Order;
- 4.1.8. the Supplier's full business name and address; and
- 4.1.9. the name and address of the Council.
- 4.2. The Supplier must submit all invoices electronically via email to accountspayable@midssussex.gov.uk and shall:
- 4.2.1. add the word 'Invoice' in the email subject field,
- 4.2.2. make sure it contains a valid Purchase Order number; and
- 4.2.3. add it as an attachment in PDF or TIFF format.
- 4.3. Unless otherwise stated in the Contract, the Council shall pay the Price by BACS (unless otherwise agreed in writing) within thirty (30) days of receipt by the Council of a valid invoice following successful delivery of the Goods and/or performance of the Services and/or Works in accordance with the Contract.
- 4.4. The Council shall advise the Supplier in writing of any discrepancy between the amount stated in the invoice and the amount properly due to the Supplier. The Supplier shall reissue the invoice showing the correct amount within seven (7) days of such notification.
- 4.5. Without prejudice to any other right or remedy, the Council reserves its right to set-off against its indebtedness to the Supplier any debt owed to it by the Supplier and any liabilities, damages, losses, costs, charges and expenses which it has incurred as a consequence of any breach by the Supplier of the Contract or any other contract with the Council.
- 4.6. The Supplier shall bear the cost of any notice, instruction or decision of the Council under the Contract.

5. QUALITY AND DEFECTS IN RELATION TO GOODS

- 5.1. The Supplier warrants and undertakes to the Council that:
- 5.1.1. any Goods shall be of the best available design, of the best quality, material and workmanship and be without fault;
- 5.1.2. any Goods shall conform in all respects with the Purchase Order and/or Tender and/or Specification;
- 5.1.3. all other warranties, conditions or terms relating to the fitness for purpose, quality or condition of the Goods implied by statute or common law apply in relation to the Contract and may not be excluded;
- 5.1.4. the Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging and delivery of the Goods;

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- 5.1.5. the Council's rights under these conditions are in addition and without prejudice to the Council's rights under the Sale of Goods Act 1979 and any other applicable legislation (as amended);
- 5.1.6. that title to the Goods is free from all encumbrances and that the Supplier has the right to sell the same;
- 5.2. At any time prior to delivery of the Goods, the Council shall have the right to inspect and/or test the Goods.
- 5.3. If as a result of inspection and/or testing of the Goods, the Council is not satisfied that the Goods will comply in all respects with the Purchase Order and/or Tender and/or Specification, the Council may:
 - 5.3.1. inform the Supplier of its opinion and the Supplier shall take such steps as are necessary to ensure compliance; or
 - 5.3.2. cancel the Purchase Order and terminate the Contract at any time prior to the delivery of the Goods;in each case without penalty or other obligation to compensate the Supplier for losses it has and/or may occur.
- 5.4. The Goods shall be marked in accordance with the Council's instructions and any applicable regulation or requirement of the carrier and properly packed and secured so as to reach their destination in an undamaged condition.

6. DELIVERY OF GOODS

- 6.1. Any Goods shall be delivered, carriage paid, to the Council's place of business as stated on the Purchase Order, or to such other place of delivery as is agreed between the parties in writing prior to delivery of the Goods.
- 6.2. The Supplier will deliver the Goods during the Council's normal business hours and the Supplier shall off-load the Goods at its own risk.
- 6.3. Where the date of delivery of the Goods is not specified by the Council, the Supplier shall give the Council reasonable notice of the specified date.
- 6.4. The time of delivery of the Goods is of the essence of the Contract.
- 6.5. A packing note quoting the number of the Purchase Order must accompany each delivery or consignment of the Goods and must be displayed prominently. Unless otherwise agreed, signed proof of delivery will be required.
- 6.6. The Council shall be entitled to reject any Goods delivered which are not strictly in accordance with the Contract.
- 6.7. The Council shall not be deemed to have accepted any Goods until the Council has had a reasonable time to inspect them following delivery or (where applicable) within a reasonable time after installation or assembly of the Goods or any latent defect in the Goods has become apparent.
- 6.8. If the Supplier requires the Council to return any packaging material to them, that fact must be clearly stated on any delivery note and any such packaging material shall only be returned to the Supplier at the Supplier's own cost which shall be payable in advance.
- 6.9. On dispatch of any consignment of Goods, the Supplier shall send the Council an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume.
- 6.10. The Supplier shall, free of charge and within five (5) working days either repair or replace (as the Council shall elect) such of the Goods as may either be damaged in transit or have been placed in transit but have failed to be delivered to the Council provided that:
 - 6.10.1. in the case of damage to the Goods in transit, the Council shall within a reasonable period of delivery give notice to the Supplier that the Goods have been damaged; and

- 6.10.2. in the case of non-delivery of the Goods, the Council shall (provided that the Council has been advised of the dispatch of the Goods and their date of delivery) within a reasonable period of the notified date of delivery give notice to the Supplier that the Goods have not been delivered.

7. RISK AND PROPERTY IN RELATION TO GOODS

- 7.1. The Goods shall remain at the Supplier's risk until delivery to the Council is complete, the Council has accepted the Goods in accordance with clause 6.6 and 6.7 and payment has been made when ownership and title of the Goods shall pass to the Council.
- 7.2. If the Council rejects any of the Goods pursuant to clause 6.6 and 6.7, the Council shall be entitled (without prejudice to any other rights and remedies) to:
 - 7.2.1. have the Goods either repaired by the Supplier or (if the Council shall elect) replaced by the Supplier with Goods which comply in all respects with the requirements specified; or
 - 7.2.2. obtain a refund from the Supplier.
- 7.3. The guarantee period applicable to the Goods shall be twelve (12) months from putting into service or eighteen (18) months from delivery, whichever shall be the longer (subject to any longer written guarantee arrangements agreed in writing between the parties).
- 7.4. If the Council shall within such guarantee period or within thirty (30) days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under the proper and normal use of the Goods, the Supplier shall (without prejudice to any other rights and remedies which the Council may have) remedy such defects within five (5) working days (whether by repair or replacement as the Council shall elect) without cost to the Council.
- 7.5. Any Goods rejected or returned by the Council shall be returned to the Supplier at the Supplier's own risk and expense.

8. PROVISION OF SERVICES

- 8.1. The Supplier confirms that it has understood the nature and extent of the Services and has satisfied itself that it can provide the Services for the Term.
- 8.2. The Supplier warrants and undertakes to the Council that:
 - 8.2.1. the Supplier shall perform the Services to a level of skill, care and diligence reasonably to be expected of an appropriately qualified and competent supplier experienced in performing like services and in accordance with good industry practice;
 - 8.2.2. the Supplier shall devote such time as is required in order to fulfil its duties under this Contract;
 - 8.2.3. the Supplier shall comply with all reasonable and lawful directions given to it under the Council's authority;
 - 8.2.4. at all times an adequate number of individuals shall be employed or engaged to provide the Services;
 - 8.2.5. all individuals employed or engaged in connection with the Services shall be of suitable character and appropriately qualified, trained and experienced in the area of work which they are to perform and entitled to work in the United Kingdom either by right or by virtue of possessing the necessary visas or permits;
 - 8.2.6. the Supplier shall not act in any manner which in the reasonable opinion of the Council is prejudicial to the image of the Council;
 - 8.2.7. the Supplier shall co-operate with all such other contractors and Council employees as the Council may

reasonably require and will comply with all Council policies and procedures as identified and all applicable laws; and

- 8.2.8. the Services shall be completed in accordance with the Contract.
- 8.3. The Supplier shall not (and shall procure that the Supplier's agents and employees do not) say or do anything that might lead any other person to believe that the Supplier is acting as the Council's agent; and nothing in the Contract shall impose any liability on the Council in respect of any liability incurred by the Supplier to any other person. This clause 8.3 shall not be taken to exclude or limit any of the Council's liability to the Supplier that may arise by virtue of either a breach of the Contract or any negligence on the Council's part or the Council's staff or agents.
- 8.4. If and when instructed, the Supplier shall give the Council a list of names of all persons who are or may be at any time providing the Services or any part of them, specifying the capacities in which they work, and giving such other particulars and evidence of identity the Council may reasonably require.

9. WORKS

- 9.1. The Supplier shall:
- 9.1.1. carry out the Works in a proper and workmanlike manner, in accordance with all applicable law, good industry practice and in a manner that is not likely to cause damage to property or be injurious to people;
- 9.1.2. use such good quality materials as are specified in the Contract, in accordance with good industry practice and to the Council's reasonable satisfaction;
- 9.1.3. comply with all health and safety requirements as are laid down in applicable law and ensure at all times that personnel have a safe system of work;
- 9.1.4. cooperate with the Council and the Council's contractors and agents in obtaining and sharing information or in the coordination and timing of the Works;
- 9.1.5. comply with the Council's instructions; and
- 9.1.6. unless otherwise agreed with the Council in writing, carry out the Works during the hours of 08:00 and 18:00 Monday to Friday (excluding bank holidays in England and Wales).
- 9.2. The Supplier shall be responsible for the storage, treatment (if any) and disposal of all waste in relation to the Works and shall provide the Council, upon request, all information relating to the same, including any permits, consents and licenses required under law relating to waste management.
- 9.3. The Supplier will promptly notify practical completion of the Works to the Council and at its own expense and make good any defects notified to it by the Council after inspection of the Works within a timescale agreed with the Council.

10. PREMISES

- 10.1. The Council shall, upon request, grant access to the Premises as may be reasonable for carrying out the Services and/or Works.
- 10.2. Access to the Premises shall only be as required to enable the Supplier to carry out the Services and/or Works concurrently with the execution of work by others.
- 10.3. The Supplier shall take the steps reasonably required by the Council to prevent unauthorised persons being admitted to the Premises.
- 10.4. If the Council gives the Supplier notice that any person is not to be admitted to or is to be removed from the Premises or is not to partake in the performance of this Contract, the Supplier will take all reasonable steps to comply with such notice and if required by the Council the Supplier shall replace any person removed under

this clause 10.4 with another suitably qualified person and procure that any pass issued to the person removed is returned forthwith to the Council.

- 10.5. The Council's decision as to whether any person is to be allowed in or on the Premises will be final and conclusive.
- 10.6. The Supplier shall make no delivery of materials, plant or other things nor commence any Works on the Premises without obtaining the Council's prior written consent.
- 10.7. The Council shall have the power at any time during the performance of the Services and/or Works to order in writing:
- 10.7.1. the removal from the Premises of any materials which are in the Council's opinion either hazardous, noxious or not in accordance with the Contract; and/or
- 10.7.2. the substitution of proper and suitable materials; and/or
- 10.7.3. the removal and proper re-execution of any Works which, in respect of material or workmanship is not in the Council's opinion in accordance with the Contract.
- 10.8. On completion of the Services and/or Works the Supplier shall leave the Premises in a neat and tidy condition.

11. VARIATION

- 11.1. No variation of the Contract shall be effective unless it is in writing and signed by the parties.

12. AUDIT AND CORRUPT GIFTS OR PAYMENTS

- 12.1. The Supplier shall keep and maintain records of the payments made to it by the Council for 6 years following expiry of the Contract.
- 12.2. The Supplier shall not offer or give, or agree to give, to any officers or representative of the Council any gift or consideration of any kind as an inducement or reward for doing or refraining from doing or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the Council or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract. The Supplier's attention is drawn to the criminal offences created by the Bribery Act 2010, section 117(2) of the Local Government Act 1972, the offences listed in regulation 57(1) of the Public Contracts Regulations 2015 and the mandatory exclusion grounds listed in Parts 1 and 2 of Schedule 6 of the Procurement Act 2023.

13. INDEMNITY AND INSURANCE

- 13.1. The Supplier shall keep the Council indemnified in full against all direct, indirect and/or consequential losses (all of which include, without limitation, project delays, loss of business, depletion of goodwill and like loss), other liabilities, damages, injury, costs and expenses (including legal and other professional fees and expenses) incurred and/or paid by the Council as a result of or in connection with:
- 13.1.1. defective workmanship, quality and/or materials;
- 13.1.2. any infringement or alleged infringement of any intellectual property rights caused by the use, manufacture and/or supply of the Goods, Services and/or Works; and
- 13.1.3. any claim made against the Council in respect of any liability, loss, damage, injury, cost or expense sustained by Council, its employees or agents or by any customer or third party to the extent that such liability, loss, damage, injury, cost or expense was caused by, relates to or arises from the Goods, Services and/or Works as a consequence of a direct or indirect breach or negligent performance or failure or delay in performance of the Contract by the Supplier.

- 13.2. The Supplier undertakes to the Council that it shall maintain during the term of the Contract all necessary insurance cover for any one occurrence or series of occurrences arising out of the provision of the Goods, Services and/or Works, including:
- 13.2.1. public liability insurance with a minimum limit of liability of not less than ten million pounds (£10,000,000);
 - 13.2.2. (save where a statutory exemption applies) employer's liability insurance with a minimum limit of liability of not less than five million pounds (£5,000,000); and
 - 13.2.3. product liability insurance of not less than two million pounds (£2,000,000).
- 13.3. As and when reasonably required to do so, the Supplier shall provide the Council with documentary evidence that the insurance required under clause 13.2 is in force and is being maintained.

14. CONFIDENTIALITY

- 14.1. The Supplier shall keep in strict confidence:
- 14.1.1. all documents, information, technical and/or commercial know-how, specifications, inventions, processes and initiatives which are of a confidential nature and have been disclosed to the Supplier by the Council or the Council's agents; and
 - 14.1.2. any other confidential information concerning the Council's business or services which the Supplier may obtain or be made aware of.
- 14.2. The Supplier shall restrict disclosure of such confidential material to such of the Supplier's employees or agents on a need to know basis and for the sole purpose of discharging the Supplier's obligations to the Council and the Supplier shall ensure that such employees or agents are subject to like obligations of confidentiality as bind the Supplier.

15. COUNCIL PROPERTY

- 15.1. All property (including land and buildings), materials, equipment, tools, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by the Council to the Supplier or not so supplied but used by the Supplier specifically in the manufacture or development of the Goods, Services and/or Works shall at all times be and remain the Council's exclusive property but shall be held by the Supplier in safe custody at the Supplier's risk and maintained and kept in good condition by the Supplier until returned to the Council and shall not be disposed of other than in accordance with the Council's written instructions, nor shall such items be used otherwise than as authorised by the Council in writing.

16. TERMINATION

- 16.1. The Council shall be entitled to cancel the Purchase Order or terminate the Contract in respect of all or part only of the:
- 16.1.1. Goods by giving notice to the Supplier three (3) days prior to delivery; and/or
 - 16.1.2. Services and/or Works by giving notice to the Supplier one (1) month prior to delivery;
- in which event the Council shall not be liable for payment for Goods, Services and/or Works not delivered or performed, loss of anticipated profits or any consequential loss.
- 16.2. The Council shall be entitled to terminate the Contract immediately without liability if:
- 16.2.1. the Supplier commits a material breach of any of the terms and conditions of the Contract;
 - 16.2.2. the Supplier has a bankruptcy order made against it or has made an arrangement with its creditors or otherwise takes the benefit of any statutory provision for the time being in

force for the relief of insolvent debtors or (being a body corporate) has convened a meeting of creditors or enters into liquidation or has a receiver or an administrative receiver appointed or is the subject of similar procedures under the law of any other state or a resolution is passed or a petition presented to any court for the Supplier's winding up, or for the granting of an administration order, or any proceedings are commenced relating to the Supplier's insolvency or possible insolvency;

- 16.2.3. the Supplier ceases or threatens to cease to carry on business;
 - 16.2.4. the Council reasonably apprehends that any of the events mentioned above are about to occur;
 - 16.2.5. in the Council's opinion the Supplier has abandoned the Contract;
 - 16.2.6. the Supplier, their employee or anyone acting on their behalf breaches clause 12.2; or
 - 16.2.7. the Goods, Services and/or Works are not of the quality required by the Contract, the Council has served the Supplier with a notice in writing setting out the remedial measures the Supplier must take within a reasonable specified period of time and those remedial measures are not taken by the Supplier, in the specified time to the satisfaction of the Council.
- 16.3. Following termination under clause 16, without prejudice to any other rights, the Council may complete the Services and/or Works or have them completed by a third party, using all materials, plant and equipment on the Premises belonging to the Supplier, and the Council shall not be liable to make any further payment to the Supplier until the Services and/or Works have been completed in accordance with the requirements of the Contract, and shall be entitled to deduct from any amount due to the Supplier the costs incurred by the Council (including the Council's costs). If the total cost to the Council exceeds the amount (if any) due to the Supplier, the difference shall be recoverable by the Council from the Supplier.
- 16.4. The termination of the Contract, howsoever arising, shall be without prejudice to the rights and duties of the parties accrued prior to termination.

17. SUBSTITUTE SUPPLIER

- 17.1. The Council may engage a substitute supplier if:
- 17.1.1. the Supplier fails to deliver the Goods, Services and/or Works or part thereof within the timescales or to the standard set out in the Contract; or
 - 17.1.2. in the reasonable opinion of the Council, the Supplier has failed to allocate sufficient resources to perform the Services and/or Works.
- 17.2. Where the Council engages a substitute supplier, the Council must notify the Supplier in respect of the Supplier's failure and raise a purchase order with a substitute supplier of the Council's choice to supply the Goods, Services and/or Works or part thereof.
- 17.3. Where the Council has notified the Supplier in accordance with clause 17.2, the Council may recover from the Supplier any costs, losses, damages and expenses incurred by the Council because of the failure of the Supplier together with any costs and expenses incurred over and above the amount which the Council had originally agreed to pay to the Supplier for the supply of the Goods, Services and/or Works or part thereof.

18. DATA PROTECTION

- 18.1. The Council shall be the Data Controller (as defined in the GDPR) and the Supplier shall be a Data Processor (as defined in the

- GDPR). The Data Processor must act only on the written instructions of the Council as Data Controller. The Supplier must only engage a sub Data Processor as a subcontractor with the prior written consent of the Council and under a written contract between the Data Processor and the sub Data Processor.
- 18.2. Both the Council as Data Controller and the Supplier as Data Processor shall maintain a record of the type of Personal Data (as defined in the GDPR) held and the reasons for processing it under the Contract.
 - 18.3. The Supplier shall ensure that persons processing the Personal Data on their behalf are subject to a duty of confidence and do not disclose Personal Data to any third parties other than to its employees and authorised sub-contractors to whom such disclosure is reasonably necessary in order for the Supplier to supply the Goods, Services and/or Works;
 - 18.4. Where the Supplier processes Personal Data as a necessary part of supplying the Goods, Services and/or Works, the Supplier shall take appropriate technical and organisational security measures to ensure the security of processing against unauthorised or unlawful processing of Personal Data and accidental loss or destruction of or damage to Personal Data and inform the Council, or on request supply written particulars of the measures taken.
 - 18.5. The Supplier shall comply with the provisions of the GDPR and shall indemnify and keep indemnified the Council against all actions, claims, costs, damages, deductions, expenses losses and liabilities incurred by the Council as Data Controller in respect of any breach by the Supplier of its obligations under this Clause 18.
 - 18.6. The Supplier as Data Processor must assist the Council as Data Controller in providing Subject Access (as defined in the GDPR) and allowing Data Subjects (as defined in the GDPR) to exercise their rights under the General Data Protection Regulation.
 - 18.7. The Supplier as Data Processor must assist the Council as Data Controller in meeting its GDPR obligations in relation to the security of processing, the notification of Personal Data Breaches (as defined in the GDPR), and Data Protection Impact Assessments (as referred to in Article 35 of the GDPR).
 - 18.8. The Supplier as Data Processor must submit to audits and inspections, provide the Council as Data Controller with whatever information it needs to ensure that the Supplier is meeting its Data Processor obligations, and tell the Council immediately if it is asked to do something infringing the GDPR.
 - 18.9. Nothing in the Contract relieves the Data Processors of their own direct responsibilities under the GDPR.
 - 18.10. At the end of the Contract, the Supplier shall, as the Council requests, delete or return all Personal Data to the Council.
 - 18.11. The Supplier must, where requested, co-operate with the Information Commissioner's Office.
 - 18.12. The Supplier shall keep records of data processing activities (as defined in the GDPR).
 - 18.13. The Supplier shall inform the Council promptly (and in any event within 24 hours) if any data or information related to the provision of the Contract is subject to unauthorised access, goes missing, is lost in error or is believed to have been lost or stolen, regardless of whether it was stored securely or otherwise.
 - 18.14. The Supplier shall designate a person as their Data Protection Officer.
- 19. SUSTAINABLE PROCUREMENT, EQUALITY AND SOCIAL VALUE**
- 19.1. The Council is committed to delivery social value to its residents and purchasing and giving appropriate weighting to sustainable goods, services and/or works wherever possible in the purchasing process.
 - 19.2. To support the Council in its delivery of social value and sustainable procurement, the Supplier shall without prejudice:
 - 19.2.1. comply with all reasonable stipulations of the Council aimed at minimising product packaging directly provided to the Council as part of the provision of the Goods, Services and/or Works including but not limited to the provisions of this clause 19;
 - 19.2.2. manage electrical equipment and associated consumables at end of life to facilitate recovery, treatment, recycling and provide any information which the Council may reasonably require from time to time regarding the costs of such activity;
 - 19.2.3. promptly provide all such information regarding the environmental impact of the Goods, Services and/or Works supplied or used under the Contract as may reasonably be required by the Council to permit informed choices by end users;
 - 19.2.4. ensure that its operations comply with all applicable environmental laws from time to time; and
 - 19.2.5. comply with the Council's Sustainable Economy Strategy and Social Value and Sustainability Charter, published from time to time.
 - 19.3. The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Legislation in force from time to time.
- 20. SAFEGUARDING AND MODERN SLAVERY**
- 20.1. Where the Supplier is a provider of Regulated Activity with ultimate responsibility for the management and control of the Regulated Activity provided under the Contract, the Supplier shall:
 - 20.1.1. ensure that all individuals engaged in Regulated Activity are subject to a valid enhanced disclosure check for regulated activity undertaken through the Disclosure and Barring Service ("DBS Check");
 - 20.1.2. monitor the level and validity of the checks under clause 20.1.1 for each member of staff;
 - 20.1.3. not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that they would not be suitable to carry out Regulated Activity or who may otherwise present a risk to service users; and
 - 20.1.4. ensure that their staff know how to report a safeguarding concern.
 - 20.2. In performing its obligations under the Contract, the Supplier shall:
 - 20.2.1. comply with all applicable anti-slavery and human trafficking laws, statutes, regulations from time to time in force including but not limited to the Modern Slavery Act 2015;
 - 20.2.2. not engage in any activity, practice or conduct that would constitute an offence under sections 1, 2 or 4 of the Modern Slavery Act 2015 if such activity, practice or conduct were carried out in the United Kingdom;
 - 20.2.3. include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in this clause 20.2; and
 - 20.2.4. notify the Council as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.

21. GENERAL

- 21.1. The Supplier acknowledges that the Council is subject to the Best Value duty imposed on the Council by Part 1 of the Local Government Act 1999 and the Supplier shall throughout the Term assist the Council in discharging the Best Value duty by actively promoting, supporting and assisting the Council in meeting its Best Value duty arising out of the Contract.
- 21.2. The Supplier recognises that the Council is subject to legal duties which may require the release of information under the Freedom of Information Act 2000 or the Environmental Information Regulations 2004 or any other applicable legislation or codes governing access to information and that the Council may be under an obligation to provide information on request. Such information may include matters relating to, arising out of or under the Contract. The Supplier will assist the Council to enable the Council to comply with its obligations under the Freedom of Information Act 2000 or other applicable legislation governing access to information. The Supplier will respond to any such request for assistance from the Council at its own cost and promptly and in any event within 5 working days of receiving the Council's request.
- 21.3. The Supplier acknowledges that the Council has a duty under the Counter-Terrorism and Security Act 2015 ("CTSA") to have due regard to the requirement to prevent people from being drawn into terrorism. The Supplier shall, and shall procure that its representatives shall, give all reasonable assistance and support to the Council in meeting its duty as a specified authority pursuant to the CTSA (and all regulations made thereunder) and the Supplier shall have regard to the statutory guidance issued under section 29 of the CTSA.
- 21.4. The Supplier shall allow persons nominated by the Council access to all management records and documents in the possession of the Supplier in connection with the performance of the Contract, including all accounting records and financial information in the possession, custody or control of the Supplier or the Supplier's auditors.
- 21.5. The Supplier shall not be entitled to assign the Contract or any part of it or sub- contract any of its obligations without the Council's prior written consent.
- 21.6. The Council reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the Goods, Services and/or Works ordered if the Council is prevented from or delayed in the carrying on the project or business for which the Goods, Services and/or Works are required due to circumstances beyond the Council's reasonable control.

- 21.7. Any waiver by the Council of any breach of, or default under, the Contract by the Supplier shall not be considered as a waiver of any subsequent breach of the Contract.
- 21.8. Failure or delay by the Council in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of the Council's rights under the Contract.
- 21.9. If any provision of the Contract is held by any competent authority to be invalid, void, voidable, unenforceable or unreasonable in whole or in part the validity of the other provisions of the Contract and the remainder of the provision in question shall continue in full force and effect.
- 21.10. The Contract shall be subject to English Law in all respects (including formation) and shall be construed and interpreted in accordance with English Law and shall be subject to the jurisdiction of the Courts of England.
- 21.11. This document supersedes all prior agreements of whatever nature and prevails over any other terms and conditions including but not limited to any standard conditions printed and/or contained on any invoice or quotation submitted by the Supplier.

22. FORCE MAJEURE

- 22.1. The following shall be classified as a "Force Majeure Event" for the purposes of the Contract:
 - 22.1.1. war, civil war, conflict or terrorist attack arising within and affecting the United Kingdom;
 - 22.1.2. nuclear, chemical or biological contamination of the Supplier's property arising from any of the events in 21.1.1 above;
 - 22.1.3. riot, flood or earthquake;
 - 22.1.4. pressure waves caused by aircraft or other aerial devices travelling at sonic or supersonic speeds; or
 - 22.1.5. any circumstances beyond the reasonable control of either of the parties.
- 22.2. If a Force Majeure Event arises on or following the date of the Contract which directly causes the Supplier to be materially unable to comply with any of its obligations hereunder, the Supplier and the Council may agree such terms as are appropriate for the continued performance of the Contract. If no such terms are agreed within one month of the commencement of Force Majeure Event and it is continuing or its consequence remains such that the Supplier is materially unable to comply with its obligations, the parties hereby agree that the Contract shall thereupon terminate, subject to the provisions of Clause 16 (Termination). Failure by the Supplier to comply with its contractual obligations by reason of a Force Majeure Event shall not constitute a breach of contract.