Terms and Conditions for the Supply of Goods and/or Services – South Oxfordshire District Council

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, the Purchase Order, the Supplier's Offer and the Specification;
"**Council**" means South Oxfordshire District Council of Abbey House, Abbey Close, Abingdon OX14 3JE (and 'Council' includes any successor body to the Council);
"**Council Materials**" as defined in clause 3.2.7;
"Deliverables" means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);
"**Goods**" means the goods described in the Purchase Order and/or the Supplier's Offer;
"**Services**" means the services, including any Deliverables, to be provided by the Supplier under the Contract, as described in the Purchase Order and/or Supplier's Offer;
"**Purchase Order**" means the purchase order generated (in final form) and issued by the Council to the Supplier in respect of the Goods and/or Services;
"**Price**" means the price payable for the Goods and/or Services, as set out in the Purchase Order and/or Supplier's Offer;
"**Specification**" means (where applicable) the specification provided by the Council to the Supplier describing the Goods and/or Services required;
"**Supplier**" means the person, company, partnership or other organisation identified in the Purchase Order;
"**Supplier's Offer**" means (where applicable) the Supplier's formal submission(s) in response to the Council's invitation to quote / tender and/or any Specification in respect of the Goods and/or Services, including any responses to queries, clarifications or amendments agreed in writing with the Council in respect of such offer;
"**Working Day**" means a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

2. **COMMENCEMENT AND APPLICATION OF TERMS**

2.1. The Contract shall take effect from the order date stated in the Purchase Order, and the Council shall not be liable for any Goods and/or Services supplied prior to the order date.

2.2. Unless otherwise provided for in the Purchase Order or agreed in writing by the parties, and subject to clause 2.3, these conditions shall govern the Contract between the Council and the Supplier to the entire exclusion of all other terms and conditions that the Supplier seeks to impose or incorporate (including but not limited to any standard conditions printed and/or contained on any invoice, quotation or other documents submitted by the Supplier), or which are implied by trade custom, practice or course of dealing.

2.3. In the event that the Supplier and Council agree alternative written terms in respect of the subject matter of the Contract (whether before or after the Purchase Order is issued), such terms shall take precedence over (and may expressly exclude) these terms and conditions from such time that the replacement terms take effect.

2.4. If there is any ambiguity or conflict between any of the provisions of the Contract it shall be resolved in the Council's favour and where necessary in accordance with the following order of priority: (1) the Purchase Order; (2) these conditions; (3) the Specification; (4) the Supplier's Offer; (5) any other documents referred to in the Contract.

3. **SUPPLY OF GOODS AND/OR SERVICES**

3.1. The Supplier shall ensure that (as applicable):

3.1.1. the Goods and/or Services conform in all respects with the description, standards and specifications set out in the Purchase Order, Supplier's Offer and/or the Specification;

3.1.2. the Goods are of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by the Council, expressly or by implication, and in this respect the Council relies on the Supplier's skill and judgement;

3.1.3. any Deliverables required are fit for any purpose that the Council expressly or impliedly makes known to the Supplier;

3.1.4. the Goods comply with all applicable statutory, regulatory and other legal requirements concerning the manufacture, labelling, packaging, storage, handling and delivery of the Goods;

3.1.5. where the Goods are manufactured products, they are free from defects in design, materials and workmanship and shall remain so for a period of 12 months (or such other warranty period as is stated in the Purchase Order, the Supplier's Offer or the Specification) after delivery;

3.1.6. the Deliverables are free from all defects for a period of at least 90 days (or such other warranty period as is stated in the Purchase Order, the Supplier's Offer or the Specification) after delivery,

and all other warranties, conditions or terms relating to the fitness for purpose, quality or condition of the Goods and/or Services implied by statute or common law apply in relation to the Contract and may not be excluded.

3.2. In providing the Services, the Supplier shall:

3.2.1. from such date as is specified in the Contract or otherwise agreed in writing and for the duration of the Contract, supply the Services to the Council and shall meet any performance dates for the Services specified in the Contract or that are agreed in writing and time is of the essence in relation to any of those performance dates;

3.2.2. co-operate with the Council in all matters relating to the Services, and comply with all reasonable instructions of the Council;

3.2.3. perform the Services with all reasonable skill, care and diligence in accordance with good industry practice and any target key performance or quality indicators specified by the Council;

3.2.4. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

3.2.5. unless otherwise agreed in writing with the Council, provide all equipment, tools and vehicles and such other items as are required to provide the Services;

3.2.6. use the good 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 Council, will be free from defects in workmanship, installation and design;

3.2.7. where applicable, hold all materials, equipment and tools, drawings, specifications and data supplied by the Council to the Supplier ("**Council Materials**") in safe custody at its own risk, maintain the Council Materials in good condition until returned to the Council, and not dispose of or use the Council Materials other than in accordance with the Council's written instructions.

4. **ACCESS TO COUNCIL PREMISES AND INFORMATION**

4.1. The Council shall (as applicable):

4.1.1. provide the Supplier with reasonable access at reasonable times to the Council's premises (however owned) for the purpose of performing the Contract; and

4.1.2. provide such information as is necessary for the provision of the Services as the Supplier may reasonably request.

4.2. Where the Supplier is at Council premises it shall comply with all health & safety, security and other reasonable requirements and/or polices communicated to it by the Council.

5. **PRICE**

5.1. The Price of the Goods and/or Services is as stated in the Purchase Order and/or the Supplier's Offer and, unless otherwise stated, shall be exclusive of any applicable Value Added Tax but inclusive of all other charges including but not limited to those relating to delivery and (where applicable) installation of Goods, and/or, unless otherwise provided for in the Supplier's Offer or agreed in writing by the Council, the Price shall include every cost and expense incurred by the Supplier in connection with the performance of the Services.

5.2. No variation to the Price shall be made without the Council's prior written consent.

6. **PAYMENT**

6.1. Unless otherwise stated in the Purchase Order and/or the Supplier's Offer, the Supplier shall be entitled to invoice the Council following successful delivery of the Goods and/or satisfactory completion of the Services, in accordance with the Contract.

6.2. The Supplier shall invoice the Council with the Price in pounds sterling (£) and shall include in each valid invoice the information specified in the Purchase Order. Each invoice shall also include such supporting information as may reasonably be required by the Council to verify the accuracy of the invoice.

6.3. The Supplier shall submit all invoices for payment in accordance with the requirements in the Purchase Order.

6.4. Subject to clause 6.5, any sum due to be paid by the Council under the Contract shall be paid before the end of the period of 30 days beginning with: (1) the day on which an valid invoice is received by the Council in respect of the sum; or (2) if later, the day on which the sum first becomes due in accordance with the invoice.

6.5. Clause 6.4 does not apply if the Council considers an invoice invalid (as determined by reference to the requirements in clause 6.2) or it disputes the invoice and in such situation the Council will advise the Supplier in writing (giving reasons) without undue delay.

6.6. If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue sum from the due date until payment of the overdue sum, whether before or after judgment. Interest under this clause will accrue at 4% a year above the Bank of England's base rate from time to time, and at 4% a year for any period when the base rate is below 0%. Where a payment is disputed in good faith, interest is only payable after the dispute is resolved on sums found or agreed to be due, from the due date until payment.

6.7. Without prejudice to any other rights or remedies under the Contract or otherwise, the Council may at any time, without notice to the Supplier, set off any liability of the Supplier to the Council against any liability of the Council to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether either liability arises under the Contract. If the liabilities to be set off are expressed in different currencies, the Council may convert either liability at a market rate of exchange for the purpose of set-off.

7. **INSPECTION, DISPATCH AND DELIVERY OF GOODS**

7.1. At any time prior to delivery of the Goods, the Council shall have the right to inspect and/or test the Goods. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract.

7.2. 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 Contract, the Council may:

7.2.1. inform the Supplier of its opinion and the Supplier shall take such steps as are necessary to ensure compliance and the Council may conduct further inspections and/or tests after the Supplier has carried out its remedial actions; or

7.2.2. 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.

7.3. 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.

7.4. The Supplier shall send the Council an advice note detailing the dispatch of any Goods.

7.5. The Goods shall be delivered, carriage paid, to the Council's usual place of business as stated in the Purchase Order, or to such other place of delivery as is stated in the Specification or agreed in writing by the parties prior to delivery of the Goods. The Supplier shall not deliver the Goods in instalments without the Council's prior written consent.

7.6. The Supplier will deliver the Goods during normal business hours (9.00 am to 5.00 pm) on a Working Day (unless otherwise agreed in writing with the Council) and the Supplier shall off-load the Goods at its own risk.

7.7. Where the date of delivery of the Goods is not specified by the Council, the Supplier shall provide an estimated delivery timescale and give the Council reasonable notice of the actual delivery date. Where the Council has specified a delivery date, time is of the essence in respect of such delivery unless otherwise agreed in writing by the parties.

7.8. A delivery 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.

7.9. The Council shall: be entitled to reject any Goods delivered which are not strictly in accordance with the Contract; and the Council shall not be deemed to have accepted any Goods until the Council has had a reasonable time to inspect them following delivery (which period shall not be less than 3 Working Days after delivery) or, if sooner, the Council begins using such Goods (where applicable after installation or assembly).

7.10. If the Supplier requires the Council to return any packaging material to it, 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 risk and cost which shall be payable in advance.

8. **TITLE AND RISK**

8.1. The Supplier warrants that title to the Goods is free from all encumbrances and that the Supplier has the right to sell the same.

8.2. The Supplier transfers ownership of the Goods on completion of delivery (i.e. in accordance with clause 7) or payment for those Goods, whichever is earlier.

8.3. Risk in the Goods shall transfer to the Council following completion of delivery and acceptance in accordance with clause 7.9.

9. **COUNCIL REMEDIES**

9.1. If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the Council shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:

9.1.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;

9.1.2. to refuse to accept any subsequent performance of the Services or delivery of the Goods which the Supplier attempts to make;

9.1.3. to recover from the Supplier any costs incurred by the Council in obtaining substitute goods or services from a third party;

9.1.4. to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided or Goods that it has not delivered; and

9.1.5. to claim damages for any additional costs, loss or expenses incurred by the Council which are in any way attributable to the Supplier's failure to meet such dates.

9.2. If the Supplier has delivered Goods and/or supplied Services 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 Council shall have one or more of the following rights and remedies (as applicable), whether or not it has accepted the Goods:

9.2.1. to terminate the Contract with immediate effect by giving written notice to the Supplier;

9.2.2. to reject the Goods (in whole or in part) whether or not title has passed and/or the Deliverables and return them to the Supplier at the Supplier's own risk and expense;

9.2.3. to require the Supplier to repair or replace (as the Council shall elect) the rejected Goods and/or provide a repeat performance of the Services, or to provide a full refund of the price of the rejected Goods and/or the price paid for the Services (if paid);

9.2.4. to refuse to accept any subsequent delivery of the Goods and/or performance of the Services which the Supplier attempts to make;

9.2.5. to recover from the Supplier any expenditure incurred by the Council in obtaining substitute goods, services or deliverables from a third party; and

9.2.6. to claim damages for any additional costs, loss or expenses incurred by the Council arising from the Supplier's failure to comply with clause 3.1.

9.3. These Conditions shall extend to any substituted or remedial services or repaired or replacement goods supplied by the Supplier.

9.4. The Council'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.

10. **AUDIT AND CORRUPT GIFTS OR PAYMENTS**

10.1. The Supplier shall keep and maintain full and proper records and accounts, in accordance with generally accepted accounting principles, in relation to all payments and the performance of its obligations under this Contract, for 6 years following termination or expiry of the Contract, and shall afford the Council or its representatives with access to such records and accounts at reasonable times and on the Council giving reasonable notice to the Supplier. Each party shall bear its own costs in respect of such audit.

10.2. The Supplier shall not offer or give, or agree to give, to any officers or representatives 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 and the offences listed in Schedules 6 and 7 of the Procurement Act 2023.

11. **INDEMNITY AND INSURANCE**

11.1. The Supplier shall indemnify the Council against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered or incurred by the Council arising out of or in connection with:

11.1.1. any claim made against the Council 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 Council Materials);

11.1.2. any claim made against the Council 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, to the extent that the defects in the Goods or Deliverables are attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors; and

11.1.3. any claim made against the Council by a third party arising out of or in connection with the supply of the Goods, as delivered, or the Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors.

11.2. The Supplier shall maintain in force, with a reputable insurance company, suitable insurance to cover the liabilities that may arise under or in connection with the Contract (and such cover shall meet or exceed any minimum levels of cover required by or agreed in writing with the Council) and shall provide evidence of such cover upon request.

11.3. This clause 11 shall survive termination of the Contract.

12. **CONFIDENTIALITY**

12.1. Each party undertakes that it shall not disclose to any person any confidential information concerning the business, assets, affairs, customers, personnel, clients or suppliers of the other party, except as permitted by clause 12.2.

12.2. Each party may disclose the other party's confidential information:

12.2.1. to its employees, officers, representatives, contractors, subcontractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Contract. Each party shall ensure that such persons to whom it discloses the other party's confidential information comply with this clause 12; and

12.2.2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.

12.3. Neither party shall use the other party's confidential information for any purpose other than to exercise its rights and perform its obligations under or in connection with the Contract.

13. **INTELLECTUAL PROPERTY RIGHTS**

13.1. Each party keeps ownership of any and all intellectual property rights that are owned by or licensed to that party and which have been developed independently of the Contract (whether prior to the date of the Contract or otherwise) (the "**Existing IPRs**"). Any and all intellectual property rights in any materials created or developed by or on behalf of the Supplier pursuant to the Contract ("**New IPR**"), excluding any of the Supplier's Existing IPRs embedded in New IPR, is owned by the Council.

13.2. The Supplier gives the Council a non-exclusive, perpetual, royalty-free, irrevocable, transferable, sub-licensable worldwide licence to use, copy and adapt the Supplier's Existing IPR to enable the Council and its sub-licensees to both:

13.2.1. receive and use the Deliverables; and

13.2.2. use any New IPR.

13.3. The Council gives the Supplier a royalty-free, non-exclusive, non-transferable licence to use, copy, and adapt any Existing IPRs and the New IPR which the Supplier reasonably requires for the purpose of fulfilling its obligations under the Contract. This licence is sub-licensable to a subcontractor for the purpose of enabling the Supplier to fulfil its obligations under the Contract, and in that case the subcontractor must enter into a confidentiality undertaking with the Supplier on the same terms as set out in clause 12.

13.4. The termination or expiry of the Contract does not terminate any licence granted under this clause 13.

13.5. Neither party has the right to use the other party's intellectual property rights, including any use of the other party's names, logos or trademarks, except as provided in this clause 13 or otherwise agreed in writing.

13.6. If any claim is made against the Council for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Deliverables (an "**IPR Claim**"), then, in addition to indemnifying the Council under clause 11, the Supplier must at its own option and expense, either:

13.6.1. obtain for the Council the rights in clause 13 without infringing any third-party intellectual property rights; and

13.6.2. replace or modify the relevant item with substitutes that don't infringe intellectual property rights without adversely affecting the functionality or performance of the Deliverables.

13.7. If the Supplier is not able to resolve the IPR Claim to the Council's reasonable satisfaction within a reasonable time, the Council may give written notice that it terminates the Contract from the date set out in the notice or with immediate effect.

14. **TERMINATION**

14.1. The Council may terminate the Contract at any time without reason or liability by giving the Supplier not less than 5 Working Days' written notice, provided that the Council shall pay the Supplier's reasonable committed and unavoidable losses (excluding indirect or consequential losses, and/or loss of profits, turnover, savings, business opportunities or damage to goodwill), as long as the Supplier provides a fully itemised and costed schedule with evidence - the maximum value of this payment is limited to the total sum payable to the Supplier if the Contract had not been terminated.

14.2. Without prejudice to any other rights of termination under this Contract, the Council may terminate the Contract with immediate effect by giving written notice to the Supplier if:

14.2.1. to the extent permitted by law, the Supplier enters into any form of insolvency, corporate rescue, or restructuring procedure, which shall include but is not limited

to: (a) the Supplier becoming insolvent, bankrupt, or making a composition or arrangement with its creditors; (b) where the Supplier is a company, LLP, or partnership, an application or order is made, or a resolution is passed, for its winding up, dissolution, or administration (except a solvent amalgamation or reconstruction); (c) the appointment of an liquidator, receiver, administrative receiver, administrator, or manager over the whole or any part of the Supplier's assets or business; (d) the Supplier obtaining a moratorium under Part A1 of the Insolvency Act 1986 or proposing a restructuring plan under Part 26A of the Companies Act 2006; or (e) the Supplier taking or suffering any similar or analogous action to those in (a) to (d) of this sub-clause in any jurisdiction;

14.2.2. as shall be determined by the Council, the Supplier is in 'material breach' of the Contract and, where such breach is determined to be remediable, fails to remedy that breach within 5 Working Days after being notified in writing to do so (or such other period as the parties may agree in writing);

14.2.3. there's a change of control (within the meaning of section 450 of the Corporation Tax Act 2010) of the Supplier which isn't pre-approved by the Council in writing;

14.2.4. the Supplier or its affiliates bring the Council into disrepute or materially damage its reputation or the public trust in it; or

14.2.5. the Supplier fails to comply with its legal obligations in the fields of environmental, social or employment law when performing the Contract.

14.3. The Supplier can issue a reminder notice if the Council does not pay an undisputed invoice on time. The Supplier can terminate the Contract if the Council fails to pay an undisputed invoiced sum due and worth over 10% of the total Contract value or £1,000, whichever is the lower, within 30 days of the date of the reminder notice.

14.4. Without prejudice to any other rights or remedies, where the Contract is terminated or expires the following apply:

14.4.1. the Supplier must promptly return any of the Council's Materials and until they are returned, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with the Contract;

14.4.2. the Supplier must repay to the Council any part of the Price that it has been paid in advance for Goods and/or Services that it has not provided as at the date of termination or expiry.

14.5. Where the Council has the right to terminate the Contract it can terminate or suspend (for any period), all or part of it. If the Council suspends the Contract it can provide the Deliverables itself or buy them from a third party. The Council can only partially terminate or suspend the Contract if the remaining parts of it can still be used to effectively deliver the intended purpose.

14.6. The parties shall agree (in accordance with clause 18.14) any necessary variation required by clause 14.5, but the Supplier shall not either:

14.6.1. reject the variation; or

14.6.2. increase the Price, except where the right to partial termination is for convenience under clause 14.1.

14.7. Termination or expiry of the Contract shall not affect the parties' rights and remedies that have accrued as at termination or expiry.

14.8. Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry shall remain in full force and effect.

15. **SUSTAINABILITY AND ENVIRONMENTAL LAW**

15.1. The Council is committed to purchasing sustainable products and services wherever possible. To support the Council in its delivery of sustainable procurement, the Supplier shall without limitation:

15.1.1. comply with all reasonable stipulations of the Council aimed at minimising product packaging directly provided to the Council in the performance of the Contract;

15.1.2. 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 such activity;

15.1.3. promptly provide all such information regarding the environmental impact of any Goods and/or Services supplied or used under the Contract as may reasonably be required by the Council to permit informed choices by end users.

15.2. The Supplier shall ensure that:

15.2.1. its operations comply with all applicable environmental laws from time to time ("**Environmental Law**"), including in relation to waste disposal, GHG emissions and the handling of hazardous and toxic materials;

15.2.2. the goods it manufactures (including the inputs and components that it incorporates into its goods) comply with Environmental Law;

15.2.3. it will only use packaging materials that comply with Environmental Law.

15.3. The Supplier shall, in performing the Contract, use all reasonable endeavours to limit its use of single use plastics and to minimise the release of GHG emissions, air pollutants and other substances damaging to health and the environment, taking into account factors including the locations from which materials are sourced, transport of materials, work-related travel by its personnel, emissions from Supplier offices and equipment.

16. **EQUALITY, ANTI-SLAVERY AND SAFEGUARDING**

16.1. 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, in particular the Equality Act 2010 and Human Rights Act 1998.

16.2. In performing its obligations under the Contract, the Supplier shall comply with and assist the Council in complying with (as applicable to the Contract):

16.2.1. all applicable anti-slavery and human trafficking laws and children and adult safeguarding laws, statutes, regulations and codes from time to time in force, including but not limited to the Modern Slavery Act 2015 and the Safeguarding Vulnerable Groups Act 2006;

16.2.2. any modern slavery policy and/or safeguarding policy applicable to the Services that the Council may implement from time to time and share with the Supplier.

17. **FORCE MAJEURE**

17.1. Subject to complying with clause 17.2, neither party shall be in breach of the Contract or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control (a "**Force Majeure Event**"), which for the avoidance of doubt, excludes:

17.1.1. any industrial dispute relating to the Supplier, its staff or any failure in the Supplier's or its subcontractor's supply chain;

17.1.2. any event or circumstance which is attributable to the wilful act, neglect or failure to take reasonable precautions against it by the party concerned; and

17.1.3. any failure of delay caused by a lack of funds.

17.2. If a Force Majeure Event occurs the affected party shall promptly notify the other party in writing of such event, shall cooperate with the other party and use all reasonable endeavours to mitigate the impact of the event.

17.3. If the Force Majeure Event continues for more than 30 days (or such other period as the parties agree in writing), the unaffected party may terminate the Contract with immediate effect by giving written notice to the other party and each party shall cover its own losses.

18. **GENERAL**

18.1. In performing its obligations under the Contract, the Supplier shall comply with all applicable laws, statutes, and regulations from time to time in force.

18.2. The Supplier shall ensure that at all times it has and maintains all the licences, consents and permits that it needs to carry out its obligations under the Contract.

18.3. The Supplier acknowledges that the Council is subject to a 'Best Value' duty under the Local Government Act 1999 and shall support and assist the Council in meeting its duty, including by seeking to derive efficiencies in the delivery of the Services and using all reasonable endeavours to enable the Council to benefit from any such efficiencies.

18.4. The Supplier acknowledges that the Council may be required to disclose 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 ("**Information Laws**"), including, subject to any exemptions (which shall be determined by the Council), information of a confidential and/or commercially sensitive information relating to or arising out the Contract. The Supplier will assist the Council and provide all requested information within 5 Working Days of a request to enable the Council to comply with its obligations under Information Laws.

18.5. The Supplier acknowledges that the Council has a duty under the Counter Terrorism and Security Act 2015 ("**CTSA 2015**") to have due regard to the requirement to prevent people from being drawn into terrorism ("**Prevent Duty**"). The Supplier shall, and shall procure that its personnel shall, give all reasonable assistance and support to the Council in meeting its duty as a specified authority pursuant to the CTSA 2015 (and all regulations made thereunder) and the Supplier shall have regard to the statutory guidance issued under section 29 of the CTSA 2015.

18.6. The Supplier and the Council shall each comply with their respective obligations under the Data Protection Act 2018, the 'UK GDPR' (as defined in section 3(10) of the Data Protection Act 2018), all other applicable laws regarding the processing of personal data and privacy and any guidance issued by the UK Information Commission or other regulatory authority. Where the parties share and/or process any personal data as part of the Contract, the Supplier shall enter into the Council's preferred form of data sharing or processing agreement (as applicable), which shall be deemed to form part of the Contract.

18.7. The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Contract without the Council's prior written consent. If the Council consents to any subcontracting by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its subcontractors as if they were its own. The Council may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Contract.

18.8. 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 or default of the Contract. For the avoidance of doubt, payment in full of the Goods and/or Services supplied shall not constitute a waiver of any breach or non-observance of the Contract.

18.9. 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 rights under the Contract.

18.10. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.

18.11. The Contract does not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Contract.

18.12. 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, and the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

18.13. The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with English Law and each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with it.

18.14. Except as set out in these conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.