

**Southend-on-Sea Borough Council
Terms and Conditions**

1. Printed conditions included with a Contractor's quotation or tender shall be disregarded where they conflict with this contract. Where this order is made pursuant to any contract other than this the conditions contained in that contract shall prevail.
2. Contracts for minor work shall be carried out under the JCT Conditions of Contract for Building Works of a Jobbing Character in force at the time of the contract unless another Standard Form of Building Contract has been entered into in which case the conditions of the appropriate building contract shall prevail.
3. A contract is deemed to be accepted upon acceptance by the Contractor of the order or upon the placing of the order where pursuant to a quotation or tender.
4. All goods and services supplied in respect of this order must satisfy any appropriate British Standard specification or equivalent European Standard (as published in the Official Journal of the European Community) in terms of safety and fitness for purpose.
5. The Contractor shall deliver/supply the goods, services or materials at the Contractor's risk and expense at such time and to such a place as specified in this contract, except where otherwise indicated on this contract. Title to the goods, services or materials shall pass on delivery and acceptance by the Council unless otherwise agreed between the parties.
6. The Council may reject the whole or part of the goods, services or materials if it considers that they are of an unsatisfactory quality. Failure to remove them within seven days of request may result in removal by the Council at the contractor's expense.
7. The prices for the goods, services or materials shall be those that are agreed between the parties and shall remain fixed unless otherwise agreed by the parties.
8. All payments made by the Council will be by B.A.C.S. If you are not already registered with the Council you will need to supply the following information on letter headed paper.
 - Company Name
 - Address
 - Fax Number
 - Bank Name
 - Branch Address
 - Sort Code
 - Account Number
 - Reference
 - Signature
 - Position

The information should then be forwarded to –
Central Pay Office,
Civic Centre,
Victoria Avenue,
Southend-on-Sea,
Essex,
SS2 6ER.

For further details please contact the Creditors Team on 01702-215261

9. Time is of the essence unless otherwise agreed in writing at the time of contracting.
10. The Council shall be entitled to deduct any monies due to the Council from sums payable to the Contractor under this or any other contract with the Council.

11. **The Contractor shall not assign, transfer or sub-let this contract or any parts thereof without the prior consent in writing of the Council.**
12. **The Contractor shall effect adequate insurance for the purpose of this contract to the satisfaction of the Council.**
13. **The Contractor shall indemnify the Council against all claims, liabilities, damage and loss howsoever arising from this contract.**
14. **The Contractor shall not in its employment of staff discriminate against any person on the grounds of colour, race, nationality, ethnic or national origin, religion, sex or disability in accordance with the law.**
15. **Maintenance and repair services provided with goods supplied shall continue for a period of 12 months unless otherwise stated herein and shall cease upon one month's written notice prior to the end of the 12 month period or thereafter upon one month's written notice.**
16. **The Council shall be entitled to terminate the contract forthwith by written notice to the Contractor in the event of a breach of any of these conditions or if a receiver is appointed or if the Contractor becomes bankrupt or insolvent or goes into liquidation or if the Contractor's interest becomes vested in another person or body without the Council's consent.**
17. **The Council may terminate the contract if the contractor or any of its employees or agents shall have committed any offence under the Prevention of Corruption Act 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under S. 117(2) of the Local Government Act 1972.**
18. **Any information obtained by either party under this contract shall be kept confidential and shall at no time be divulged to a third party without the prior written consent of the other party.**
19. **Notwithstanding any other provision of this contract nothing in this contract confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.**
20. **The Contractor shall comply with all Acts of Parliament, statutory instruments and by-laws applicable to the contract, in particular all legislation in force from time to time relating to the protection and safeguarding of the health and safety of Council's employees, the Council's servants and the Council's premises in which the goods or services are to be used.**
21. **This contract and all its provisions shall be construed in accordance with the English law.**