

CONDITIONS OF CONTRACT - GOODS

1. DEFINITIONS

In these Conditions:

'Contract' means the contract between the Council and the Supplier consisting of the Purchase Order, these Conditions and any other documents (or parts thereof) specified in the Purchase Order;

'Council' Means Argyll and Bute Council, its statutory successors and any relevant organisation delegated to carry out the function of the Council, the employer and Council.

'Supplier' means the person, firm or company to whom the Contract is issued;

GDPR” CLAUSE DEFINITIONS:

“Controller, Processor, Data Subject, Personal Data, Personal Data Breach, Data Protection Officer” take the meaning given in the GDPR.

“Data Loss Event”: any event that results, or may result, in unauthorised access to Personal Data held by the Contractor under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

“Data Protection Legislation”: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 [subject to Royal Assent]to the extent that it relates to processing of personal data and privacy; (iii) all applicable Law about the processing of personal data and privacy;

“Data Protection Impact Assessment”: an assessment by the Controller of the impact of the

envisaged processing on the protection of
Personal Data.

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- 5.2 All goods must be accompanied by a delivery note. The delivery note must state the Council's order number, full description of the goods, quantity, delivery address details and delivery date. Where a carrier/courier is used the delivery note should include the above details and also the name of carrier, date of dispatch and the total number of packages. Delivery notes must be signed by an authorised member of the Council's staff at point of delivery and a copy left with the employee as proof of delivery.
- 5.3 Invoices must be emailed/posted to the address stated on the purchase order and state the purchase order number, description of the goods, actual quantity delivered, date of delivery and the correct prices both by unit and totals.

6. PROPERTY AND RISK

Property and risk in the Goods shall without prejudice to any of the rights or remedies of the Council (including the Council's rights and remedies under Condition 8 hereof) pass to the Council after practical completion including installation, testing and commissioning.

7. DAMAGE IN TRANSIT

On dispatch of any consignment of the Goods the Supplier shall send to the Council at the address for delivery of the Goods an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume. The Supplier shall free of charge and as quickly as possible either repair or replace (as the Council shall elect) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to the Council provided that:

- (a) in the case of damage to such Goods in transit the Council shall within 30 days of delivery give notice to the Supplier that the Goods have been damaged;
- (b) in the case of non-delivery the Council shall (provided that the Council has been 15 Td[(has)yt-ff

be given within a reasonable time after delivery to the Council of Goods concerned. If the Council shall reject any of the Goods pursuant to this Condition the Council shall be entitled (without prejudice to his other rights and remedies) either:

- (a) to have the Goods concerned as quickly as possible either repaired by the Supplier or (as the Council shall elect) replaced by the Supplier with Goods which comply in all respects with the requirements specified herein; or
- (b) to obtain a refund from the Supplier in respect of the Goods concerned.

8.3 The Supplier shall guarantee the Goods supplied against faulty workmanship or design and for satisfactory quality and functioning for a minimum period of 12 months from putting into service or 18 months from delivery, whichever shall be the shorter (subject to any alternative guarantee arrangements agreed in writing between the Council and the Supplier).

8.4 Any Goods rejected or returned by the Council as described in paragraphs 8.2 or 8.3 shall be returned to the Supplier at the Supplier's risk and expense.

9. LABELLING AND PACKAGING

9.1 The Goods shall be packed and marked in a proper manner and in accordance with the Council's instructions and any statutory requirements and any requirements of the carriers. In particular the Goods shall be marked with the Purchase Order Number, the net, gross and tare weights, the name of the contents shall be clear(i)6 (e r)7 (s)3.9 (at)2 (i)6.1 (s)3.9 (f)2 (achC 72110 (f)2e4e) sn tpensi

The Supplier warrants to the Council that it has not and that its employees, agents or sub-contractors have not offered, given, or agreed to give to any person any gift, or consideration of any kind as an inducement or reward for doing, or refraining from doing, or having done or refrained from having done any action in relation to the obtaining or execution of this Contract, or for showing or refraining from showing favour, or disfavour, to any person in relation to this Contract or any other contract with the Council, nor committed any offence under the Bribery Act 2010 nor given any fee or reward the receipt of which is an offence under Section 68 of the Local Government (Scotland) Act 1973. Breach of this warranty shall be deemed an irredeemable breach and entitle the Council to terminate the Contract with immediate effect in terms of Clause 21.

11. PATENTS, INFORMATION AND COPYRIGHT

11.1 It shall be a condition of the Contract, except to the extent that the Goods incorporate designs furnished by the Council, that nothing done by the Supplier in the provision of the Goods shall infringe any patent, trade mark, registered design, copyright or other right in the nature of intellectual property of any third party and the Supplier shall indemnify the Council against any losses which the Council may suffer or incur as a result of or in connection with any breach of this Condition.

11.2 All rights (including ownership and copyright) in any reports, documents, specifications, instructions, plans, drawings, patents, models or designs whether in writing or on magnetic or other media:

(a) furnished to or made available to the Supplier by the Council shall remain vested in the Council absolutely.

(b) prepared by or for the Supplier for use, or intended use, in relation to the performance of this Contract are hereby assigned to and shall vest in the Council absolutely, and (without prejudice to Condition 16.2) the Supplier shall not and shall procure that his servants and agents shall not (except to the extent necessary for the implementation of this Contract) without the prior written consent of the Council use or disclose any such reports, documents, specifications, instructions, plans, drawings, patents, models, designs or other material as aforesaid or any other information (whether or not relevant to this Contract) which the Supplier may obtain pursuant to or by reason of this Contract, except information which is in the public domain or otherwise available to the public.

The Supplier represents and warrants to the Council that the Supplier has satisfied himself that all necessary tests and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are designed and constructed so as to be safe and without risk to the health or safety of persons using the same, and that he has made available to the Council adequate information about the use for which the Goods have been designed and have been tested (and any subsequent revisions to that information) and about any conditions necessary to ensure that when put to use the goods will be safe and without risk to health. The Supplier shall indemnify the Council against all actions, claims, demands, losses, charges, costs and expenses which the Council may suffer or incur as a result of or in connection with any breach of this Condition.

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13. ENVIRONMENTAL AND SUSTAINABLE DEVELOPMENT

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15. EQUAL OPPORTUNITIES

The Supplier hereby confirms to the best of their knowledge and belief they have complied with the Equality Act 2010 (referred to in this condition as “The Act”) and hereby agrees to continue to comply with the Act in a manner which is proportionate and relevant to the nature of the contract.

16. CONFIDENTIALITY

The parties to this contract shall treat the information obtained in connection with this contract as confidential. Neither party shall disclose any information or any supplementary information obtained in carrying out the contract to any third party without prior written consent of the other party

DATA PROTECTION AND INFORMATION SECURITY

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benefit of creditors, or if an administrator or trustee is appointed to manage his affairs; or

- (b) where the Supplier is not an individual but is a firm or a number of persons acting together in any capacity, if any event in (a) or (c) of this Condition occurs in respect of the firm or any partner in the firm or any of those persons or a petition is presented for the Supplier to be wound up

