

**WOKINGHAM BOROUGH COUNCIL**  
**GOODS PURCHASE ORDER TERMS & CONDITIONS**

**1. DEFINITIONS**

- "WBC" means Wokingham Borough Council of Shute End, Wokingham, Berkshire, RG40 1WN.
- "Order" means the Purchase Order placed by WBC for the supply of goods and services:
- "Vendor" means the person, firm or company to whom the Order is addressed.
- "Goods" means the articles or things described in the Order, including services.
- "Personal Data" means any information relating to an identified or identifiable natural person provided by or on behalf of the WBC to the Vendor so that the Vendor can supply the Goods.

**2. QUALITY AND DESCRIPTION**

The Goods must: comply with the quality, quantity and description as stated in the Order, be of good quality and material and fit for any purpose held out by Vendor or made known to Vendor at the time of Order, be equal in all respects to any specifications or samples provided by WBC.

**3. DELIVERY**

3.1 Vendor must deliver the Goods properly packed and secured on the date specified in the Order and to the address specified in the Order or as otherwise instructed. Each package must be clearly marked with the Vendor's name and the delivery address stated on the face of the Order.

3.2 On delivery WBC shall not be deemed to accept the Goods (whether or not an advice/delivery note has been signed) until WBC has had a reasonable opportunity to examine the Goods. WBC shall have the right to reject any Goods or part hereof which in its opinion fails to meet the specification as stated in the Order 3.3 Risk and ownership of the Goods passes to WBC on delivery.

**4. PAYMENT**

4.1 Payment will be made by WBC within twenty eight days of receiving a valid and undisputed VAT invoice.

4.2 Vendor invoice must include the Order number for the Goods and be sent to the invoice address shown on the Order.

4.3 Payment will normally be made direct to Vendor's bank account. Vendor should ensure that WBC has its bank account details.

4.4 A valid VAT debit or credit note must support any alterations to the amount invoiced.

**5. WARRANTY AND INDEMNITY**

5.1 Vendor warrants that the Goods comply with the description in the Order.

5.2 Vendor warrants that the Goods are of good quality and material.

5.3 Vendor warrants that the supply of Goods under the Order will not infringe any third party intellectual property rights.

5.4 Vendor will fully indemnify WBC against any breach of clause 5.3.

**6. DISPUTE RESOLUTION AND TERMINATION**

6.1 If the Goods or any part of the Goods are not delivered in accordance with 3.1, WBC will, without prejudice to any other rights of remedy, be entitled to determine the Contract unfulfilled.

6.2 Vendor will, with all possible speed, repair or replace, free of charge, any Goods damaged or lost in transit, provided that WBC gives Vendor reasonable written notification of such damage or loss.

6.3 If within fifteen months after dispatch, or within twelve months after installation in the end user's premises, WBC gives notice to Vendor in writing of any defect in the Goods which has arisen under proper use or of any other non-conformity with the contract, then Vendor agrees to promptly repair or replace the Goods so as to remedy the defect without cost to WBC.

6.4 If a substantial portion of the Goods are defective, or do not conform to the Order, WBC may without prejudice to any other rights and remedies cancel the Order and reject any or all Goods already delivered, and Vendor will reimburse any sum(s) already paid by WBC in respect of Goods so rejected or not then delivered.

6.5 If Vendor has a Receiver appointed to the whole or any part of its assets, or if an order is made or a resolution is passed winding up Vendor's business, unless such order or resolution is part of a scheme of reconstruction, WBC will be at liberty:

- to cancel the Order by giving Vendor written notice without compensation to Vendor;
- to give any such Receiver or Liquidator or other person the option of carrying out Vendor's responsibilities under the Order.

## **7. ASSIGNMENT**

Vendor must not assign or transfer its responsibilities under the Order to any third party without WBC's written consent.

## **8. CONFIDENTIALITY**

Any drawings, designs, technical information, advice and other things communicated or supplied by WBC under the Order should be treated as confidential and will remain the property of WBC. Vendor must not disclose any WBC confidential information to any third party without WBC's prior written consent.

## **9. TOOLS**

Any tools, moulds, parts, materials and other things supplied or paid for by WBC in order to assist Vendor fulfil the Order are WBC property and must be used solely for the purpose of the Order, and returned to WBC promptly upon request.

## **10. INTELLECTUAL PROPERTY RIGHTS**

All Intellectual Property Rights in any Goods which are original works created by Vendor for WBC pursuant to the Order will belong to WBC and Vendor undertakes to promptly do all things necessary to transfer any such rights to WBC.

## **11. CONTRACT**

In the absence of a formal contract between the parties, the Order and any agreed written amendments will constitute a binding agreement, and all written quotations received and formally accepted are subject to these terms and conditions and no addition or variation should be made or applied, unless agreed in writing to WBC.

## **12. SUPPLIER RELATIONSHIP**

Nothing in these terms and conditions is intended to create any legal relationship between the parties other than that of a supplier and customer. For the avoidance of doubt, the parties agree that this agreement does not constitute a partnership or agency relationship between WBC and Vendor.

### **13. RIGHTS OF THIRD PARTIES**

Any third party, who is not a party to this Order, has no rights under the Contracts (Rights of Third Parties) Act 1999 (“Act”) to enforce any term of this Order, notwithstanding that any such terms may purport to confer or may be construed as conferring a benefit on such third party.

### **14. GOVERNING LAW**

The Order will be governed by the laws of England, and the Parties submit to the non-exclusive jurisdiction of the English courts.

### **15. DATA PROTECTION**

15.1 The Council is compliant with current Data Protection laws. Please see our Privacy Notice(s) which are available on: <http://www.wokingham.gov.uk/privacy/> for more information.

15.2 The Vendor shall, in relation to any Personal Data processed in connection with its obligations under this agreement:

- ensure that it has in place protective measures, which have been reviewed and approved by the Council, as appropriate, to protect against a data loss event;
- take all reasonable steps to ensure the reliability and integrity of any personnel and/or any sub-contractor who have access to the Personal Data;
- at the written direction of the Council, delete or return Personal Data (and any copies of it) to the Council on termination of the agreement unless the Vendor is required by Law to retain the Personal Data.
- notify the Council and provide the Council with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under the Data Protection Act 2018.