



STANDARD TERMS AND CONDITIONS FOR THE SUPPLY OF GOODS

1. DEFINITIONS AND INTERPRETATION

1.1 In these terms except where the context otherwise requires the following expressions will have the meanings hereby ascribed to them:-

‘Acceptance’ means written acknowledgement from the Council that the Supplier has completed the required contractual obligations to the Council’s entire satisfaction.

‘Council’ means Bournemouth Borough Council and such term will include its employees, agents, successors and assigns.

‘Default’ means any breach of the obligations of the Supplier under the Order or any default, act, omission or negligence of the Supplier in connection with or in relation to the subject matter of the Order;

‘Goods’ means any goods or materials used or supplied by the Supplier for the purposes of the Order.

‘Intellectual Property Rights’ means patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, rights in goodwill or to sue for passing off, rights in designs, rights in computer software, database rights, patterns, models, designs, moral rights, title, proprietary rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for, and renewals or extensions of, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

‘Order’ means the Council’s formal order documentation, duly authorised, incorporating these standard terms and conditions and any documents and special conditions referenced in such formal order documentation.

‘Specification’ means any detailed description of and requirements for the Supply set out in the Order.

‘Supplier’ means the person or organisation who is the named recipient of the Order and will include the Supplier’s employees, agents, successors, and permitted assigns.

‘Supply’ means all activities that the Supplier is contractually obliged to complete in fulfilment of the Order and includes the goods supplied.

‘Working Day’ means Monday to Friday from 9am to 5pm inclusive other than bank holidays and any other public holidays, or periods specified in the Order.

1.2 In these terms except where the context otherwise requires:-

- (a) words denoting an obligation on a party to do any act, matter or thing include an obligation to procure that it is done and words placing a party under a restriction include an obligation not to cause permit or allow infringement of this restriction.
- (b) words importing the singular meaning include where the context so admits the plural meaning and vice versa; and words importing the masculine include the feminine and the neuter;
- (c) reference to a clause is a reference to the whole of that clause unless stated otherwise;
- (d) references to any statute, enactment, order, regulation or other similar instrument will be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;

- (e) references to any person will include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assignees or transferees;
- (f) headings are included in these terms and conditions for ease of reference only and will not affect the interpretation or construction of these terms and conditions.
- (g) the words 'include', 'includes' and 'including' are to be construed as if they were immediately followed by the words 'without limitation'.

2. COMMENCEMENT AND DURATION OF THE CONTRACT

2.1 The Supply will commence on and continue for the periods specified in the Order, unless terminated earlier in accordance with these terms and conditions.

3. QUALITY STANDARDS

3.1 The Supply will be to the reasonable satisfaction of the Council and will without limitation conform with and fulfil in all respects:-

- the Order and any variation of it agreed in writing by the parties;
- the requirements of any relevant UK or EC statute, order, regulation, directives, standard, code of practice or bye-law from time to time in force which is relevant to the Supply;
- the professional standards which might reasonably be expected of the Supplier;
- any recommendation or representation made by the Supplier pre-order;
- where a British Standard Specification or British Standard Code of Practice or other recognised standard laid down by a regulatory body for the industry concerned applies to goods and materials used or supplied by the Supplier, the goods and materials used or supplied and the workmanship shall be at minimum to such standards required.

4. PRICE AND PAYMENT TERMS

4.1 All pricing will be fixed and firm (non-revisable) for the duration of the Supply. No invoices will be accepted or payments made in excess of the Order price without the Council's prior agreement and the issue of an official Order amendment. All prices will include packaging and delivery to the nominated receiving address. All prices will exclude VAT.

4.2 All invoices must state the relevant Order number clearly.

4.3 Where the Supplier submits an invoice to the Council, the Council will consider and verify that invoice in a timely fashion.

4.4 Provided the Supply is performed satisfactorily in compliance with the Order, and subject to receipt of a valid invoice from the Supplier, the Council will pay the Supplier via its electronic payment system as specified in the Contract or in default within 30 days from the date on which the Council has determined that the invoice is valid and undisputed.

4.5 If the Supplier's invoice is or appears to be in error and has to be investigated, the date by which payment is due will be measured from the date on which such queries are satisfactorily resolved.

4.6 Without prejudice to any other right or remedy of the Council, the Council may make reductions in payment in respect of the whole or any part of the Supply which the Supplier has failed to provide or has provided inadequately.

5. DELIVERY AND TIME FOR PERFORMANCE

5.1 Time will be of the essence in performance of the Supply. The Council must be notified and written consent obtained from the Council for any change to the contractual completion date. The Council is not bound to agree to any request for change in the contractual completion date. Any agreed change will be subject to a formal Order amendment to validate the change.

5.2 Where the Supplier requires access to Council premises, facilities or storage it will comply with the reasonable requirements of the Council in respect of security and health & safety however such access will be at the Supplier's risk.

- 5.3 Where the relevant circumstances apply, at the completion of the Supply the Supplier will remove all materials from the Council's premises (unless otherwise instructed) and at its own cost permanently reinstate any areas or surfaces damaged by the Supplier and leave such areas or surfaces in a clean and tidy condition.
6. PROPERTY RISK AND ACCEPTANCE
- 6.1 Without prejudice to any of the rights or remedies of the Council (including those under clause 6.2), property and risk in any Goods to be supplied pursuant to the Order will pass to the Council on delivery or when the Council notifies Acceptance in writing (where the Goods are to be subject to testing), whichever is the later.
- 6.2 The Supplier will free of charge and as quickly as is reasonably possible either repair or replace (as the Council may elect) the whole or part of any Goods to be supplied pursuant to the Order which fail to arrive or arrive damaged.
7. WARRANTY
- 7.1 The Supplier warrants that:-
- 7.1.1 the Goods will be free from defects in design, materials and workmanship and be fit and sufficient for all the purposes for which such Supply are ordinarily used and for any particular or special purpose made known to the Supplier by the Council; and
 - 7.1.2 the Goods will conform in all respects with any sample approved by the Council; and
 - 7.1.3 the Goods will conform with the requirements of all relevant enactments and with relevant European standards or equivalent; and
 - 7.1.4 all obligations of the Supplier pursuant to the Order will be performed and rendered by appropriately experienced, qualified and trained staff applying all due skill, care and diligence which are custom and practice in their trade.
- 7.3. The Supplier will provide a warranty for the Goods for a minimum period of twelve months from delivery to or Acceptance by the Council (as applicable).
- 7.2 The Supplier will assist the Council or its authorised agents (on a free-of-charge basis) to make any inspections or tests the Council may reasonably require of the Supply at any time prior to Acceptance.
- 7.3 The Council may reject the Supply in whole or in part if it is not completely in accordance with the Order or becomes so during the warranty period (including without limitation any slight or minor variation) and in such circumstances may, without prejudice to other rights or remedies elect to:-
- have the Supply repaired, re-done or replaced by the Supplier with a supply which complies in all respects with the requirements of the Order;
 - require a refund from the Supplier for the whole or relevant part of the Supply;
 - make a deduction from the Order total value as deemed reasonable by the Council;
 - have the Goods repaired, re-done or replaced by a third party and recover from the Supplier any costs incurred by the Council in so doing, either by deduction from payments due to the Supplier or as a debt.
8. LABELLING AND PACKAGING
- 8.1 The contents of the Supply will be clearly marked. All containers of hazardous goods (and all relevant documents) will bear prominent and adequate warnings. Product Data Sheets required by the Control of Substances Hazardous to Health Regulations 1988 and the Chemicals (Hazard Information and Packaging) Regulations 1993 must be provided (in a form suitable for photocopying).
- 8.2 All packaging materials will be considered non-returnable.
- 8.3 The Supplier must comply with packaging legislation and the waste electrical and electronic equipment (WEEE) legislation, in so far as they place obligations upon the Supplier in the performance of its obligations under the Order.

9. INTELLECTUAL PROPERTY RIGHTS AND CONFIDENTIALITY

- 9.1 The Supplier warrants and represents that neither the performance of the Order nor the provision of the Supply will in any way constitute an infringement or other violation of any rights of any third party. Before using any material in relation to the performance of the Order which is or may be subject to any third party rights the Supplier will procure the necessary licences to use such material at all times for the Council's purposes at no cost to the Council.
- 9.2 All rights (including without limitation title, proprietary rights, copyright) in any Intellectual Property Rights, specifications, data, information, instructions, plans, drawings or other material furnished to or made available to the Supplier by the Council or arising in connection with the Order, will remain vested solely in the Council and will be kept confidential.
- 9.3 Where applicable, the Supplier will provide the Council with an irrevocable non-exclusive unlimited royalty-free licence to use, copy and adapt any documentation or publications delivered by the Supplier relating to the Services.
- 9.4 The Supplier will keep confidential and will not during the period of the Order and at any time thereafter, disclose to any third party (except with the written agreement of the Council or by any requirement of law) any Council information, data or process ("Confidential Information") which may have come to the knowledge of the Supplier by reason of their engagement.

This restriction will not apply to any Confidential Information which:-

- a) was at the time of receipt published or otherwise generally available to the public; or
- b) has after receipt been published or become generally available to the public otherwise than through any act or omission on the part of the Supplier; or
- c) was already lawfully in the possession of the Supplier at the time of receipt without any restrictions on disclosure; or
- d) was rightfully acquired from a third party without any undertaking of confidentiality imposed by such third party; or
- e) was developed independently of the Order by the Supplier as demonstrated by documentation; or
- e) is communicated (against similar undertakings of confidence as are contained in the Order) to any permitted third party insofar as necessary for the proper carrying out of the Order; or
- f) is required to be disclosed by law or by any relevant regulatory body with jurisdiction; or
- g) is disclosed to any professional adviser or consultant of the party disclosing such as Confidential Information.

10. COMPLIANCE WITH LEGISLATION AND WHISTLE-BLOWING

10.1 Human Rights Act and Discrimination

10.1.1 The Supplier will comply with the Equality Act 2010 (as amended and superseded from time to time) and any relevant codes of practice and best practice guidance issued by the Government and the appropriate agencies in the performance of its obligations under the Order.

10.1.2 In addition to clause 10.1.1, the Supplier will in the performance of its obligations under the contract act as if the Supplier were a public authority for the purposes of the Human Rights Act 1998.

10.1.3 The Supplier will comply with the Council's Equality and Diversity Policy and Diversity Promise (available from the Council on request).

10.1.4 The Supplier will take all reasonable steps to procure the observance of the provisions in this clause 10 by its employees, agents and sub-contractors employed in the execution of the Supply.

10.2 Freedom of Information and Environmental Information

10.2.1 The Supplier will note the Council's current and future obligations under the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 (as amended and superseded from time to time).

10.2.2 The Supplier will facilitate the Council's compliance with the Council's obligations under these provisions and comply (at its own cost) with any reasonable request from the Council for that purpose. The Supplier will note particularly that the Council may be required to provide information relating to the contract or the Supplier to a third party in order to comply with its obligations under these provisions.

10.3 Audit Requirements

The Supplier will note the Council's current and future obligations under the Audit Commission Act 1998 and will facilitate the Council's compliance with the Council's obligations under these provisions and comply (at its own cost) with any reasonable request from the Council for that purpose. If either the Council's internal or external auditors or if the Local Government Ombudsman wish to investigate the contract, then the Supplier will provide such information, access and co-operation as those persons may reasonably require.

10.4 The Supplier will permit appropriate and properly authorised and trained representatives of the Council to enter upon a construction site and/or site of operation for the Order at any reasonable time and have free and unfettered access to each and every part of the area covered by the Order affected thereby.

10.5 The Supplier will ensure it maintains effective whistle blowing policies whereby the Supplier's employees may raise in confidence without fear of victimisation discrimination or disadvantage concerns about possible malpractice.

10.6 The provisions of clause 10.2 and 10.3 will apply both during the Supply and after its completion or termination.

10.7 The Council may terminate the contract by written notice if the Supplier is in breach of any of the provisions of this clause 10. No period of notice will be required but the notice will state the date on which it is to take effect.

11. INDEMNITY AND INSURANCE

11.1 The Supplier will fully indemnify and keep the Council fully indemnified against all actions, claims, costs, expenses and liabilities arising under statute or common law from:

- a) injury to or the death of any person; and/or
- b) the loss of or damage to any property including property belonging to the Council; and/or
- c) any other financial loss;

as a result of any act, omission, Default or negligence by the Supplier or its employees or agents insofar as they arise from matters pertaining to the Order and Supply (except and to the extent that such actions, claims, costs, expenses and liabilities may arise solely out of the act, omission, default or negligence of the Council, its employees or agents).

11.2 Without prejudice to the Supplier's liability detailed in 11.1 above, the Supplier will obtain and maintain appropriate insurance policies with a reputable insurer to cover the risks contemplated under the Order in such sum as is deemed prudent in all circumstances by the Supplier (but in any event with the minimum limits of indemnity specified below):

11.2.1 Public Liability Insurance - £5 million each and every incident;

11.2.2 Employer's Liability Insurance (if applicable) - £5 million each and every incident;

11.2.3 Goods in transit Insurance in respect of any Goods subject to the Supply;

11.2.4 Product Liability Insurance;

and will at the request of the Council produce the relevant policy or policies together with receipts or other evidence that premiums are paid up to date.

12. HEALTH AND SAFETY

- 12.1 The Supplier in making the Supply will have full regard to the safety of persons who may be affected in any way and will comply with the requirements of the Health and Safety at Work etc Act 1974 and its subordinate regulatory framework, and of any other Acts pertaining to the health and safety of persons.
- 12.2 The Supplier will operate a system of risk assessment, to comply with appropriate Health and Safety legislation. The Supplier will provide copies of any risk assessments (or a summary of the said documents if they are unable to be released for any justifiable reason) as and when required by the Council.
- 12.3 The Supplier will conduct all necessary tests and examinations prior to delivery of the Supply to ensure that the Supply is designed, constructed and delivered so as to be safe and without risk to the health or safety of persons using them. The Supplier will give the Council adequate information about the use for which the Supply has been designed and has been tested and about any conditions necessary to ensure that when put to use the Supply will be safe and without risk to health.
- 12.4 Throughout the progress of any activity undertaken on Council premises, the Supplier will keep such working area in an orderly state and will provide and maintain at its own cost all lights, guards, fencing and warning signs for the protection of the working area and for the safety and convenience of the public and others. The Supplier will notify the Council immediately in the event of any incident occurring in the performance of the Supply on the Council's premises where that incident causes any personal injury, or damage to property that could give rise to personal injury.
- 12.5 Each party will promptly notify the other of any health and safety hazards which may arise in connection with the performance of the Supply including those that may exist or arise at the Council's premises and that may affect the Supplier in the performance of the Supply.
- 12.6 While on the Council's premises, the Supplier will comply with any security and health and safety measures implemented by the Council in respect of staff and other persons working on such premises.
- 12.7 The Council may suspend the contract in whole or in part without paying compensation if the Council is reasonably of the opinion that the Supplier is in breach of this clause 12.

13. TERMINATION

- 13.1 The Council may terminate the Order in whole or in part (and where applicable enter upon and expel the Supplier from any premises or site to which it has been given access) by written notice if any of the events specified in clause 13.2 occur. No period of notice will be required but the notice will state the date on which it is to take effect.
- 13.2 The events referred to in clause 13.1 are:
 - 13.2.1 the Supplier has failed to make the Supply within the time specified in the Order;
 - 13.2.2 the Supplier has breached the contract in a way which the Council reasonably regards as irremediable, which may include, without limitation, fundamental breach or repeated and/or persistent remediable breaches of the Order;
 - 13.2.3 the Council has given the Supplier at least 7 day's notice to remedy a breach of contract which can be remedied and the Supplier has failed to do so;
 - 13.2.4 the Supplier has without reasonable cause failed to proceed diligently with or wholly suspends performance of any activity under the Order;
 - 13.2.5 (if an organisation) the Supplier makes any arrangement with its creditors or is subject to winding up or dissolution, or has an administrator, administrative receiver, receiver or liquidator appointed;

13.2.6 (if an individual) the Supplier makes any arrangement with its creditors or is declared bankrupt or adjudged incapable of managing his or her affairs within the meaning of Part VII of the Mental Health Act 1983 or dies;

13.2.7 the Supplier or anyone acting on the Supplier's behalf do any of the following things:-

- (a) offers, gives or agrees to give to anyone any inducement or reward in respect of this or any other Council contract (even if the Supplier does not know what has been done); or
- (b) commits an offence under the Bribery Act 2010 or Section 117(2) of the Local Government Act 1972; or
- (c) commits any fraud in connection with this or any other Council order or contract whether alone or in conjunction with Council Members, contractors, other suppliers, or Council employees.

Any clause limiting the Supplier's liability will not apply to this sub-clause.

13.3 In the event of termination of the Order or rejection under clause 7, the Council may engage another supplier to make the Supply and the Supplier will be liable to pay the Council as a debt any extra cost in excess of the total value of Order that the Council incurs in so doing.

14. ASSIGNMENT AND SUB-CONTRACTING

14.1 The Supplier will not assign, sub-contract or in any other way deal in or dispose of the benefit or burden of the whole or any part of the contract without the Council's prior written agreement.

14.2 Assigning or sub-contracting the whole or any part of contract will not relieve the Supplier of any obligation or duty attributable to the Supplier under the Order and the Supplier will be responsible for the acts omissions defaults and negligence of its assignees and sub-contractors as though they are its own. The Supplier will not use the services of self-employed individuals without the Council's prior written agreement.

14.3 Where the Supplier enters into a sub-contract with a third party for the purpose of performing the Order, it will include a term in such sub-contract that the sub-contractor will comply with the terms of the Order and a term that provides that payment will be made by the Supplier to the sub-contractor of undisputed sums within a specified period not exceeding 30 days from the receipt of a valid invoice (as defined by the sub-contract requirements).

14.4 The Council may assign, transfer or in any other way deal in or dispose of the benefit or burden of the whole or any part of the Contract if it has a requirement to do so and will notify the Supplier in writing of any such dealing.

15. PURCHASE OUTSIDE THE CONTRACT

The Council will have the right to employ a person or organisation other than the Supplier to provide services of the same type as is contemplated by the Order if the Council acting reasonably thinks it is appropriate to do so.

16. NO AGENCY / EMPLOYMENT / PARTNERSHIP

Nothing in the contract will be construed as creating a legal partnership or contract of employment or a relationship of principal and agent between the Council and the Supplier and the Supplier will not at any time or in any circumstances take any action so as to bind (or purport to bind) the Council nor will the Supplier hold itself out as having authority to bind the Council and will ensure that its employees and agents do not hold themselves out likewise.

17. WAIVER

17.1 Any failure of the Council to insist upon strict performance of any provision of these terms and conditions or to exercise any right or remedy will not constitute a waiver of that right or remedy and will not affect the obligations established by these terms and conditions.

- 17.2 No waiver will be effective unless it is expressly stated to be a waiver by the Council and communicated to the Supplier in writing in accordance with the provisions of clause 19.
- 17.3 A waiver of any right or remedy arising from a breach of these terms and conditions will not constitute a waiver of any right or remedy arising from any other or subsequent breach of these terms and conditions.
18. PUBLICATION OF EXPENDITURE OVER £500
The Supplier hereby confirms that it:
- a) understands that Local Authorities are required by the Government to publish details of all spending over £500, including details of contracts and tenders over £500; and
 - b) agrees that the Council may therefore publish details (to the extent and in the manner required by the Government) of its contract with the Supplier; and
 - c) that it will comply with any reasonable request from the Council in order to assist the Council in complying with its obligations in respect of this requirement.
19. NOTICES
- 19.1 A notice given by a party to the other party under or in connection with these terms and conditions will be in writing and delivered by hand or sent by pre-paid first class post or other next working day delivery service (providing proof of postage or proof of delivery) or by facsimile transmission to the other party's address given at the time of the Order or notified by each party to the other from time to time.
- 19.2 Any notice or communication will be deemed to have been received:-
- a) if delivered by hand: when left at the relevant address referred to in this clause; or
 - b) if sent by pre-paid first-class post or other next working day delivery service: at 12 noon on the second working day after posting; or
 - c) if delivered by commercial courier: on the date and at the time that the courier's delivery receipt is signed;
 - d) if sent by facsimile: on confirmation of successful transmission to the address referred to in this clause.
- 19.3 For the purpose of this clause, "in writing" will not include e-mail.
20. VARIATION
The terms of the contract may be varied by written agreement between the parties. In the event of a Variation the price may also be varied. Such Variation in the price will be calculated and agreed in writing between the parties and will be such amount as properly and fairly reflects the nature and extent of the Variation in all the circumstances. Failing agreement the matter will be determined by negotiation or mediation in accordance with the provisions of clause 23.
21. ENTIRE AGREEMENT
- 21.1 This agreement and the documents annexed to it constitute the entire agreement and understanding of the parties and supersede any previous agreement between them relating to the subject matter of the Supply.
- The Supplier acknowledges and agrees that in entering into the Supply, it does not rely on and will have no remedy in respect of any statement, representation, warranty, collateral agreement or other assurance (whether made negligently or innocently) of any person (whether party to this agreement or not) other than as expressly set out in the Order or the documents annexed to it.
- 21.2 The contract between the parties will be constituted by and comprise only the Order. No terms and conditions put forward at any time by the Supplier will form any part of the Order. Any act made in response to the Order will be taken as unconditional acceptance of this clause and any additional terms accompanying the Supply will be invalid. These terms and conditions may only be varied with the written agreement of the Council.

- 21.3 Nothing in this clause will operate to limit or exclude any liability for fraud or fraudulent misrepresentation.
22. FORCE MAJEURE
- 22.1 Neither party will be liable for breach of its obligations under these terms and conditions to the extent that any such breach is caused by any act of God, natural flood, fire (save where such fire is due to the negligence or fault of the party in default), lightning strike, earthquake, pandemic outbreak of an infectious illness, war, military operations, act of terrorism or riot, but nonetheless each party will use all reasonable endeavours to perform its obligations under the Order.
- 22.2 Where an event specified in 22.1 occurs for more than thirty days the Council will notify the Supplier whether it requires the Supply to be recommenced, varied or cancelled (without further liability to either party). Where the Supply is recommenced the contract will be subject to a formal Amendment to validate the extension of the time for completion or delivery of the Supply by the period.
23. DISPUTE RESOLUTION
- 23.1 A dispute relating to the provisions of these terms and conditions which cannot be resolved between the parties' representatives within a month will be referred to each party's relevant director (or equivalent).
- 23.2 Nothing in this clause will prejudice the right of either party to apply to the court for interim relief to prevent the violation by the other party of any proprietary interest or any breach of that party's obligations.
- 23.3 If any dispute cannot be resolved between the parties within a month of referral as set out in clause 23.1 then at the instance of either party it will be referred to mediation in accordance with the Centre for Effective Dispute Resolution's ("CEDR") Model Mediation Procedure.
- 23.4 To initiate the mediation, either party may give notice in writing to the other requesting mediation in accordance with this clause. The initiating party will send a copy of such request to CEDR.
- 23.5 If there is any issue on the conduct of the mediation (including as to the nomination of the mediator) upon which the parties cannot agree within a reasonable time, CEDR will, at the request of either party, decide the issue.
- 23.6 If the dispute is not resolved within 90 days of the initiation of the mediation, or if either party will not participate in the mediation, either party may commence proceedings.
24. RIGHTS OF THIRD PARTIES
- Except where expressly provided for in the contract, the parties agree that a person who is not a party to the contract may not enforce any of its terms by virtue of the Contracts (Rights of Third Parties) Act 1999.
25. SEVERANCE
- Each provision in these terms and conditions will be separately construed. If any of the provisions are held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of the provisions in these terms and conditions will continue in full force and effect.
- In the event of a holding of invalidity, illegality or unenforceability so fundamental as to prevent the accomplishment of the purpose of the contract, the parties will immediately commence good faith negotiations to remedy such invalidity, illegality or unenforceability.
26. STATUTORY OBLIGATIONS AND PUBLIC ACCOUNTABILITY
- 26.1 The Supplier will, in the performance of its obligations under the Order, comply with all Enactments.
- 26.2 Where the Supplier purchases goods, works or services on behalf of the Council in the course of providing the Supply, it will comply with the European Public Procurement Directives, the Public Contracts Regulations 2015 and the Council's policies and procedures as though it was a Council employee. The Supplier will ensure that the Council receives the benefit of all

guarantees and warranties provided by any such suppliers of goods, works or services, either directly or through a collateral warranty agreement (as applicable).

27. COUNCIL AS LOCAL AUTHORITY

Nothing contained in the contract will prejudice, override, modify or in any other way affect the rights, powers, duties and obligations of the Council in the exercise of its statutory powers as a local authority.

28. GOVERNING LAW

These terms and conditions will be governed by and construed in accordance with English law and the Supplier hereby irrevocably submits to the exclusive jurisdiction of the courts of England.
