

This order is subject to the following conditions:

1. The Supplier shall satisfy the order in strict accordance with the requirements specified. The Supplier shall not depart from the specified requirements without the written approval of the officer raising the order or his/her authorised representative.
2. The Supplier must not assign or sub let the whole order without the written consent of the officer placing the order or his/her authorised representative.
3. Works, Goods and Services provided shall comply to British and EEC Standards whichever is the higher standard.
4. The Supplier shall replace free of charge any goods and/or rectify any work which is found within twelve months after delivery and/or completion to be defective.
5. In the case of orders for works or services the Supplier is required to indemnify and keep indemnified the Council from and against any and all losses damages or liabilities (whether criminal or civil) suffered and fees and costs incurred by the Council resulting from a breach of the terms of this order by the Supplier including:
 - (a) any act, neglect or default of the supplier or its employees or agents
 - (b) breaches in respect of any matter arising from the supply of the works or services resulting in any successful claim by any third party.
6. In the case of orders for works or services the Supplier is required to:
 - (a) maintain at its own cost a comprehensive policy of insurance to cover the liability of the Supplier in respect of any act or default from which it may become liable to indemnify the Council under the terms of this order,
 - (b) arrange that the minimum cover for any claim or series of claims under the policy is £5 million, and
 - (c) ensure that, where it receives notification of any potential insurance claim, it shall deal with the matter directly and/or refer the matter to the Supplier's insurers within a period of 28 days from receipt of notification of the potential claim and ensure that each claim is progressed and resolved with due diligence.
7. The Supplier is required to submit an authenticated VAT invoice (in accordance with the Value Added Tax Act 1983 or subsequent amendment by any relevant Regulations) to support any claim for Value Added Tax on the works, goods or services supplied. Value Added Tax shall become payable if it is properly chargeable at the appropriate rate.

8. The Supplier shall, in the execution of this order, comply with any relevant Act of Parliament, statutory instrument or order or any other regulation or Bye-law from time to time in force including requirements for Health and Safety.
9. The Council may, by notice in writing to the Supplier, determine the order with immediate effect if the Supplier fails to execute with due diligence and expedition the requirements of the order, or if the Supplier commits an offence under the Prevention of Corruption Acts 1889 to 1916 or gives or offers any fee or reward to a Member or Officer of the Council the receipt of which is an offence under sub section (2) of section 117 of the Local Government Act 1972, or if the Supplier becomes bankrupt or insolvent or has a Receiving Order applied or receives a Court Order to be wound up or passes a resolution to go into liquidation (whether compulsorily or voluntarily) or has an execution levied on the Suppliers goods.

Upon such determination the Council may engage an alternative contractor to complete the requirements of the order and shall be entitled to recover from the Supplier all costs and expenses including legal and other fees or payments arising directly or indirectly as a result of such determination.

10. Failure to enforce the provisions of the order shall not be construed as a waiver of such provision and shall not affect the validity of the order or part thereof.

For Information:

The Council shall, as part of its drive to increase the transparency of its spending, and to be more open and transparent with its residents, publish all payments to suppliers of goods and services on its website on a weekly basis.

Please note that creditors data may be provided to bodies responsible for auditing and administering public funds for the purpose of preventing and detecting fraud. Please see www.eastherts.gov.uk/nfi or contact Chris Gibson (Head of Governance and Risk Management) on 01279 655261 for further details.

IMPORTANT

(1) This order is subject to the conditions of Purchase for the Supply of Works, Goods and Services as stated below. For further information on East Herts Procurement and Tendering please go to <http://www.eastherts.gov.uk/index.jsp?articleid=1241>. From here you will find a link to the terms and conditions.

(2) The Council does not hold itself responsible for any work done or goods supplied unless ordered on a printed official order form.

(3) A Delivery Note should be forwarded with every delivery of goods under this order.

(4) Traders must render accounts IMMEDIATELY the work has been completed or goods delivered, and the Number of this Order and Delivery Note must be quoted upon every Account rendered in respect of the Order. In consequence of the difficulty caused by omission and delay in rendering Accounts, the Council give Notice that irregularity in complying with the above requirements may involve delay in payment.