
LONDON BOROUGH OF BARNET STANDARD PURCHASE ORDER TERMS & CONDITIONS

This **AGREEMENT** is entered into on the date of the Purchase Order

PARTIES:

- (1) **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF BARNET** of North London Business Park, Oakleigh Road South, London N11 1NP (the **Council**).
- (2) You as the supplier of goods and/or services (the **Provider**).

Each a “**Party**,” together the “**Parties**”

1. INITIAL TERM AND EXTENSION

Commencement Date	Date of Purchase Order	Initial End Date	On completion of supply of goods and/or services as determined by the Council, subject to Clause 9.1
Possibility of Extension	As determined by the Council subject to their internal governance arrangements	Duration of Extension	As determined by the Council subject to their internal governance arrangements

2. PAYMENT

Total Amount Payable excluding VAT	As per the Purchase Order
Payable in Instalments	As per the Purchase Order

2.1 The Provider will invoice the Council for Services previously rendered in accordance with this Contract.

2.2 The Council will pay the invoice within thirty (30) days of receipt of an invoice in consideration of Services previously rendered to the adequate satisfaction of the terms of this Contract.

3. PROVIDER'S OBLIGATIONS & WARRANTIES

3.1 The Provider will carry out the Services (as set out in Schedule 1) with due skill, care and diligence, in a professional, ethical and courteous manner.

3.2 The Provider will adhere to any instructions given by the Council.

3.3 Where the Services relate to Children and/or Vulnerable Adults, Safeguarding standards will be adhered to.

3.4 The Services provided will be carried out in compliance with all relevant laws and regulations including those related to health, safety and the environment.

3.5 Disruptions to members of the public should be kept to a minimum.

3.6 The Provider will employ qualified and trained people for the Services and should adhere to all equal opportunities and anti-discrimination laws and regulations.

3.7 The Provider warrants that all its employees will comply with anti-corruption, anti-bribery and anti-slavery policies.

3.8 The Provider shall treat all information as confidential and should co-operate with any requests for information from the Council.

3.9 In the event that the Provider becomes aware of any breaches of this Clause 3, the Provider will notify the Council of any such breach within a reasonable time not exceeding five (5) days.

4. LIABILITIES

4.1 The Provider shall be liable for and shall fully indemnify the Council, its officers, employees and agents against all liabilities, damages, costs, losses, claims, demands and proceedings arising from any deliberate or negligent act, default omission and or breach of this Agreement by the Service Provider or any of its sub-contractors or employees except to the extent that it might arise out of any act of wilful default or negligence by the Council.

4.2 Neither Party excludes or limits their liability in the case of death or personal injury.

5. INSURANCE

5.1 For the duration of the Initial Term and any agreed Extension Period and for a further six (6) years thereafter, the Provider shall maintain appropriate and adequate insurance policies with a reputable insurer to cover its liability under Clause 4; including employer's liability of not less than £5,000,000 limit per occurrence and public liability of not less than £5,000,000 limit per occurrence.

6. DATA PROTECTION

6.1. The Parties acknowledge that for the purposes of the Data Protection Legislation, and at various times throughout the term, (unless deemed otherwise in accordance with the Data Protection Legislation) the Council is the Controller and the Provider is the Processor. The only processing that the Provider is permitted to undertake is as

determined by the Council and may not be determined by the Provider, unless required to do otherwise by Law.

6.2. Each party undertakes to comply with its legal obligations with regard to the processing, use, sharing, disposal, maintenance of complete and accurate records and transfer of Personal Data and any Personal Data Breach under the Data Protection Legislation, including but not limited to the UK General Data Protection Regulation and the Data Protection Act 2018 as amended from time to time.

6.3. The Parties agree to take account of and comply with any guidance issued by the Information Commissioner's Office.

6.4. Each party shall indemnify and keep indemnified the other party against all liabilities arising from breach of any obligations under the Data Protection Legislation.

7. MONITORING, NON-PERFORMANCE AND DISPUTE RESOLUTION

7.1 The Council will regularly monitor the services.

7.2 Should the Council discover areas of inadequate service provision the Council will notify the Provider of any such shortcomings in writing.

7.3 The Provider must carry out any rectifications (as instructed by the Council) within seven (7) days unless otherwise agreed between the Parties in writing.

7.4 The Council reserves the right to withhold or reduce payment if the Provider fails to remedy the situation.

7.5 Any issues relating to the performance of this Contract should be resolved between the Parties by negotiation.

7.6 In the event that any efforts to resolve a dispute within the agreed remediation period prove unsuccessful, the Council may terminate this Contract with immediate effect.

8. PREVENTION OF BRIBERY/CORRUPTION

8.1 For the purpose of this section "Prohibited Act/s" shall be construed as:

8.1.1 to directly or indirectly offer, promise or give any person working for or engaged by the Council a financial or other advantage to:

- (i) induce that person to perform improperly a relevant function or activity; or
- (ii) reward that person for improper performance of a relevant function or activity;

8.1.2 to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;

8.1.3 committing any offence:

- (i) under the Bribery Act 2010;
- (ii) under legislation creating offences concerning fraudulent acts;

(iii) at common law concerning fraudulent acts relating to this Contract or any other contract with the Council.

8.2 The Provider shall:

(i) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;

(ii) not engage in any activity, practice or conduct which would constitute a Prohibited Act.

9. DEFAULT & TERMINATION

9.1 Either Party may terminate this Contract by giving one (1) month's written notice to the other party.

9.2 If such Notice is served, the Termination Date replaces the Initial End Date as the date of expiry of the Agreement.

9.3 The Council can terminate this Contract with immediate effect if the Provider commits a Prohibited Act as defined in clause 8 above.

9.4 Any rights or remedies to which either Party becomes entitled or subject before termination of this Contract shall remain effective.

9.5 Termination will not affect any right to damages that either Party may have in respect of default or breach.

10. AGREEMENT & VARIATION

10.1 This Agreement supersedes all prior agreements and arrangements of whatever nature and sets out the entire agreement and understanding between the Parties relating to the services.

10.2 The Parties may mutually agree in writing to vary this agreement at any time.

11. JURISDICTION

11.1 This Contract is to be governed and construed in accordance with the laws of England and Wales and the Parties submit to the exclusive jurisdiction of the English courts.

11.2 The Contracts (Rights of Third Parties) Act 1999 does not apply.

THE PROVIDER'S ACKNOWLEDGEMENT OF THE PURCHASE ORDER SHALL CONSTITUTE ACCEPTANCE OF THESE TERMS AND CONDITIONS AND SHALL CREATE THE CONTRACT BETWEEN THE COUNCIL AND THE PROVIDER.