

London Borough of Newham Terms of Trading (ToT) for Purchase Orders (PO)

The following Terms of Trading (ToT) will only apply where the London Borough of Newham (LBN) has not at the date of this Purchase Order (PO) entered into a written contractual arrangement with a Supplier which if it has will override the following Terms.

Save as may be affected by the above the terms and conditions (ToT) set out below will be used to regulate Works, Services and Supply of Goods or Materials described in the PO including payment terms between LBN and a Supplier and no terms and conditions put forward by the Supplier up to the date of the PO or printed on the back of any confirmation note or other document shall form part of the Contract that now exists between LBN and the Supplier.

Terms

- 1 For the purposes of the contractual arrangements arising from the issue of this PO:-
 - Terms of Trading (ToT)/Trading Arrangements means: those set out in the PO being for Works, Services and the Supply of Goods or Materials, (or combinations thereof);
 - Supplier: means the Company, Body, Organisation or Individual who name is on and who is sent the PO for deliver the Works, Services and Supply of Goods or Materials (or combinations thereof) stated on the PO.
- 2 The Trading arrangements described in this PO shall be carried out at the times and the place for delivery and in the manner or whatever is required by LBN and at the rates and/or prices set out and or agreed with the Supplier. Where at the time of issue of this PO no rate and/or price is stated (for part or all of Works, Services or Goods (or a combination thereof) LBN will be under no obligation to consider and will not be bound to make any payment until a price for the whole of the Works, Services or Goods (or combination thereof) has been agreed. Where no time for delivery is stated on the PO the Supplier will assume that time is of the essence.
- 3 Throughout the period of the Trading Arrangements the Supplier will perform its obligations, unless otherwise stated in the PO, to the highest industry standard and where Services are being performed the Supplier recognises that it owes a duty of care to LBN and in respect of the supply of Goods or Materials they will be of merchantable quality and fit for purpose (This applies to a combination of works, services, goods and materials).
- 4 The Supplier agrees to perform all of the Trading Arrangements in accordance with the instructions in this PO (or annexed under cover of this PO).
- 5 Subject to clause 2 above the terms of payment of the Trading Arrangements if not set out in the PO will be 30 days from receipt of a correct invoice which is in a form acceptable to LBN (invoice must include LBN PO number, correct invoice address as on the PO) and will be further subject to the satisfactory completion of the Works, Services or Supply of Goods or Materials (or a combination thereof) and LBN being satisfied with the Suppliers performance.
- 6 The rates and/or prices for the Trading Arrangements shall be exclusive of VAT but inclusive of all other taxes, charges, carriage and all other disbursements.
- 7 Where LBN disputes any aspect of the Trading Arrangements or any sum claimed it will not be obliged to consider payment to the Supplier until the dispute is resolved. LBN may at its sole discretion consider making a partial payment of items not in dispute which shall be without prejudice to any rights it may have under these ToT or at law.
- 8 The Supplier, where required for the purposes of the Trading Arrangements, will have and maintain throughout the period of the Trading Arrangements and for 6 years thereafter and unless otherwise stated in the PO the following minimum levels of insurance:-
 - Public Liability £5,000,000;
 - Employers Liability £1,000,000;
 - Professional Indemnity £100,000;
 - Product Liability including carriage to the gross value of the goods;
 - All Risks £100,000.
- 9 The Supplier will where required by LBN in its PO appropriate guarantees and/or warranties for all materials and goods supplied including installation for such period as may be stated on the PO or where no period is stated for a minimum period of 12 months. Where the Trading Arrangements include Works the Supplier shall warrant such building work and correct all defects for the period stated in the PO or where no date is stated for a minimum of 6 months from completion.
- 10 Throughout the Trading Arrangements and beyond the Supplier will indemnify and hold harmless LBN:-
 - for death, personal injury, loss or damage resulting from the Suppliers negligent acts and omissions and shall meet all reasonable costs, including consequential loss, arising from the Suppliers negligent acts and omissions;
 - in respect of any and all of its own defaults, omissions and liabilities and those of its employees officers agents or contractors arising out of the Trading Arrangements for which LBN may be considered or adjudged liable and for any and all losses claims expenses costs and demands which LBN may incur suffer or be adjudged liable for as a consequence thereof;
 save that the Supplier will not be responsible for death or person injury as a result of LBN acts negligence omissions.
- 11 The Trading Arrangements and ToT are private and confidential between LBN and the Supplier and save as may be required to be disclosed or made public at law will not be published or otherwise disclosed to a third party nor will the Supplier release any media statement or image or advertisement or use the LBN logo or other branding without the written consent of LBN.
- 12 The Trading Arrangements may be terminated by LBN on 14 days written notice if the Supplier commits a material breach of contract and such breach is not capable of remedy. Trading Arrangements will further terminate on forthwith notice should the Supplier become bankrupt or otherwise insolvent or be involved in any:-
 - corrupt or fraudulent practices; or
 - commit a serious criminal offence or;
 - Is in breach of the Equality Act 2010.
- 13 The Supplier will at all times comply with all statutory duties, obligations or requirements associated with the Trading Arrangements including where stated in the PO including the LBN Sustainable Communities Strategy and other Policies. Where the Trading Arrangements include the delivery of Community Benefits these will be in line with the aims and objectives set out in the said Strategy which can be found on [Newham Sustainable Community Strategy](#)

- 14 No action by LBN to relax or not action something under the Trading Arrangements or ToT shall amount to a waiver nor should any term contained in these ToT be declared unlawful by a Court of Civil jurisdiction render the whole unenforceable.
- 15 No amendment to the Trading Arrangements or ToT shall be of effect unless agreed by LBN in writing.
- 16 The Contracts (Rights of Third Parties) Act 1999 is expressly excluded from the Trading Arrangements and ToT.
- 17 The Trading Arrangements shall be construed in accordance with English Law and shall be subject to the jurisdiction of the English courts.

END