

CPCA PURCHASE ORDER STANDARD TERMS & CONDITIONS

1. In these Terms and Conditions, the Cambridgeshire & Peterborough Combined Authority shall hereinafter be referred to as "**the CPCA**" and the company or organisation to whom this order is addressed or who accepts this order shall hereinafter be referred to as "**the Supplier**".
2. The price quoted for goods and/or services ("**Goods**") shall be exclusive of Value Added Tax ("**VAT**"). The CPCA shall on receipt of a valid VAT invoice from the Supplier, pay the Supplier such additional amounts in respect of VAT as are chargeable on a supply of Goods.
 - a. The Prices which shall be paid by the CPCA, shall be inclusive of the costs of packaging, insurance and carriage of the Goods
3. Payment shall be made by the CPCA within thirty (30) days from receipt of a correct and valid invoice, which must include VAT, for the Goods supplied.
4. The CPCA's Purchase Order number must be quoted on all invoices and delivery notes.
5. The CPCA may within ten (10) working days of placing an order, amend or cancel such order by written notice to the Supplier.
6. The Supplier shall ensure that all Goods are of satisfactory quality and fit for purpose within the meaning of the Sale of Goods Act 1979.
7. The Supplier shall ensure that all services are carried out with due diligence.
8. The Supplier warrants to the CPCA that the Goods supplied will, from the time of delivery, be free from defects or failures for such period as is reasonable for that type of Goods.
9. The Supplier warrants to the CPCA that to the best of its knowledge, none of the Goods supplied infringes on any existing third party intellectual property right ("**IPR**") and the Supplier hereby indemnifies the CPCA against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the CPCA, arising from any claim that the use or sale of any of the Goods so supplied infringes any third party IPR.
10. The Supplier shall ensure that each delivery of Goods is accompanied by a delivery note which shows the date of the order, all relevant CPCA and Supplier reference numbers, and the type and quantity of Goods (including the code number of the Goods, where applicable).
11. The CPCA shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery, or, in the case of a latent defect in the Goods, until it has had ten (10) working days following delivery to inspect them, or, in the case of a latent defect in the Goods, following the latent defect becoming apparent
12. The CPCA may within twenty-eight (28) days from delivery, reject Goods that are not in accordance with the Purchase Order.

- a. Unless the Supplier collects any such Goods within twenty-eight (28) days of receipt of notice of rejection, the CPCA may dispose of the aforementioned Goods as the CPCA sees fit.
13. Title to the Goods shall pass upon delivery of the Goods and satisfactory inspection of the same by the CPCA, and (if applicable) on collection of the same by the Supplier.
14. Risk in the Goods shall pass on acceptance of the Goods and (if applicable) on rejection of the Goods by the CPCA.
15. Any delivery date specified by the CPCA shall be of the essence and the delivery will be made to such delivery location as may be specified by the CPCA.
16. The Supplier shall not claim any lien, attachment or other such right over or in connection with the Goods, and shall indemnify the CPCA against any and all liens, attachments or other such rights asserted by persons who are, or who claim to be, sub-contractors, agents or assignees of the Supplier.
17. Subject to Clause 18 below, the terms and conditions contained herein shall apply to the exclusion of all other terms and conditions including any terms or conditions which the Supplier may purport (or have already purported) to apply under any sale order, confirmation of order or similar document.
18. All representations, statements or warranties made or given by the Supplier and/or agents of the Supplier, relating to the quality and fitness for purpose of the Goods shall (to the extent that they are not inconsistent with these terms and conditions) be deemed to be express conditions incorporated herein.
19. If the Supplier is found to have, in the sole judgment of the CPCA (i) failed to provide satisfactory performance of the requirements of the Purchase Order; or (ii) become bankrupt or insolvent; or (iii) made an arrangement or composition with its creditors; or (iv) had a winding up petition made against it; or (v) had a liquidator or receiver appointed; or (vi) entered into liquidation either voluntarily or compulsorily, the CPCA shall be entitled to terminate the Purchase Order.
20. No delay or failure in performance by either party shall constitute default or give rise to any claim for damages or loss of anticipated profits if such delay or failure is caused by force majeure.
21. The CPCA may make a search of the Supplier with a credit reference agency and will keep a record of that search. The CPCA may also make enquiries about the principal directors of the Supplier with a credit reference agency.
22. The Supplier shall treat all confidential information belonging to the CPCA as confidential and safeguard it accordingly, and shall not disclose any confidential information without the prior written consent of the CPCA.
23. The Supplier shall comply with all applicable requirements of the Data Protection Legislation. i.e. General Data Protection Regulation (EU 2016/679), the Law Enforcement Directive (EU 2016/680) and the Data Protection Act 2018

24. The Supplier shall have and maintain sufficient insurance (Public liability and Product liability), with a reputable insurance company, to fulfil its obligations under these Terms and Conditions.
 - a. On the CPCA's written request, the Supplier shall provide the CPCA with copies of the insurance policy certificates and details of the cover provided.
25. The terms and conditions contained herein (being part of the Purchase Order) shall be shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusive jurisdiction of the English courts.
26. Where a specific further contract form (the **“Contract”**) is required in addition to these Terms and Conditions, then if there is any conflict between the two, these Terms and Conditions shall not in any way be construed to modify or alter the terms and conditions of the Contract.