

Oxfordshire County Council Terms for the Supply of Personal Protective Equipment Products

1. These terms

- 1.1 What these terms cover.** These are the terms and conditions on which we supply products to you.
- 1.2 Why you should read them.** Please read these terms carefully before you submit your order to us. These terms tell you who we are, how we will provide products to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you think that there is a mistake in these terms, please contact us to discuss.
- 1.3 This is our entire agreement with you.** These terms constitute the entire agreement between us in relation to your purchase. You acknowledge that you have not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

2. Information about us and how to contact us

- 2.1 Who we are.** We are **OXFORDSHIRE COUNTY COUNCIL** and our address is County Hall New Road Oxford OX1 1ND.
- Our registered VAT number is 195 4786 09.
- 2.2 How to contact us.** You can contact us by telephoning our customer service team at 07774 335664 or by emailing us at Urgentppe@oxfordshire.gov.uk or writing to us at Adult Social Care, 3rd Floor, Oxfordshire County Council, County Hall, New Road, Oxford, OX1 1ND
- 2.3 How we may contact you.** If we have to contact you we will do so by telephone or by writing to you at the email address or postal address you provided to us in your order.
- 2.4 "Writing" includes emails.** When we use the words "writing" or "written" in these terms, this includes emails.

3. Our contract with you

- 3.1 How we will accept your order.** Our acceptance of your order will take place when we email you to accept it, at which point a contract will come into existence between you and us.
- 3.2 If we cannot accept your order.** If we are unable to accept your order, we will inform you of this and will not charge you for the product. This might be because the product is out of stock, because of unexpected limits on our resources which we could not reasonably plan for, because we have identified an error in the price or description of the product or because we are unable to meet a delivery deadline you have specified.
- 3.3 Your order number.** We will assign an order number to your order and tell you what it is when we accept your order. It will help us if you can tell us the order number whenever you contact us about your order.

4. Our products

The product description for each item that we supply is available on the Order form.

5. Providing the products

- 5.1 When we will provide the products.** During the order process we will let you know where and when the products will be available for you to collect. Collection must be made within 24 hours of such notification.
- 5.2 We are not responsible for delays outside our control.** If our supply of the products is delayed by an event outside our control then we will contact you as soon as possible to let you know and we will take steps to minimise the effect of the delay. Provided we do this we will not be liable for delays caused by the event, but if there is a risk of substantial delay you may contact us to end the contract and receive a refund for any products you have paid for but not received.
- 5.3 Collection by you.** You are responsible for collection of the products. You can collect them at any time during our working hours of 08.30 – 15.30 on weekdays (excluding public holidays) from the following locations:

Witney Community Support Service, 6 Moorland Road, Witney
witneycss@oxfordshire.gov.uk

Banbury Community Support Service, Neithrop Avenue, Banbury OX16 2NT
banburycss@oxfordshire.gov.uk

Oxford Community Support Service, Awgar Stone Road, Oxford
oxfordcss@oxfordshire.gov.uk

Wallingford Community Support Service, High Street, Wallingford
wallingfordcss@oxfordshire.gov.uk

- 5.4 If you do not collect the products.** If you do not collect the products from us as arranged we will contact you for further instructions. If, despite our reasonable efforts, we are unable to contact you or re-arrange collection we may end the contract and clause 8.3 will apply.
- 5.5 When you become responsible for the goods.** A product will be your responsibility from the time you or a carrier organised by you collect it from us.
- 5.6 When you own goods.** You own a product once we have received payment in full.
- 5.7 What will happen if you do not give required information to us.** We may need certain information from you so that we can supply the products to you, for example, your company details. If so, this will have been stated in the Order Form. We will not be responsible for supplying the products late or not supplying any part of them if this is caused by you not giving us the information we need.
- 5.8 Reasons we may suspend the supply of products to you.** We may have to suspend the supply of a (or all) product(s):
- (a) caused by action or inaction of the supplier supplying the products to us;
 - (b) to deal with technical problems or make minor technical changes;
 - (c) to update the product to reflect changes in relevant laws and regulatory requirements; or
 - (d) where you fail to make payment or repeatedly fail to make payment
- 5.9 Your rights if we suspend the supply of products.** We will contact you in advance to tell you we will be suspending supply of the product, unless the problem is urgent or an emergency. If we have to suspend the product we will adjust the price so that you do not pay for products while they are suspended. You may contact us to end the contract for a product if we suspend it, or tell you we are going to suspend it.
- 5.10 We may also suspend supply of the products if you do not pay.** If you do not pay us for the products when you are supposed to (see clause 10.3) we may suspend supply of the products until you have paid us the outstanding amounts.

We will contact you to tell you we are suspending supply of the products. We will not charge you for the products during the period for which they are suspended.

6. Your rights to end the contract

6.1 Ending the contract because of something we have done or are going to do. If you are ending a contract for a reason set out at (a) to (e) below the contract will end immediately. The reasons are:

- (a) we have told you about an error in the price or description of the product you have ordered and you do not wish to proceed;
- (b) there is a risk that supply of the products may be significantly delayed because of events outside our control;
- (c) we have suspended supply of the products for technical reasons, or notify you we are going to suspend them for technical reasons; or
- (d) you have a legal right to end the contract because of something we have done wrong.

6.2 Ending the contract where we are not at fault. Even if we are not at fault you can still end the contract before the product is paid for and collected. If you want to end the contract in these circumstances, just contact us to let us know. The contract will end on the day on which you contact us in writing to confirm your decision.

7. How to end the contract with us

7.1 Tell us you want to end the contract. To end the contract with us, please let us know by or email at Urgentppe@oxfordshire.gov.uk . Please provide your name, home address, details of the order and, where available, your phone number and email address.

7.2 Returning products after ending the contract. If you end the contract for any reason after products have been dispatched to you or you have received them, you must return them to us at your cost. You must either return the goods in person to where you bought them or post them back to us at Oxford Employment Services, Graham Hill House, Electric Avenue, Oxford, OX2 0BY.

7.3 How we will refund you. If you are entitled to a refund under these terms we will refund you the price you paid for the products by the method you used for payment.

7.4 When your refund will be made. We will make any refunds due to you as soon as practically possible.

8. Our rights to end the contract

8.1 Action or inaction of our supplier. We may end the contract for a product at any time by writing to you if the action or inaction of the supplier of the product to us prevents us from supplying the product to you.

8.2 We may end the contract if you break it. We may end the contract for a product at any time by writing to you if:

- (a) you do not make any payment to us when it is due;
- (b) you do not, within a reasonable time of us asking for it, provide us with information that is necessary for us to provide the products, for example, your company details;
- (c) you do not, within a reasonable time, collect the products from us.

8.3 You must compensate us if you break the contract. If we end the contract in the situations set out in clause 8.2 we will refund any money you have paid in advance for products we have not provided but we may deduct or charge you reasonable compensation for the net costs we will incur as a result of your breaking the contract.

9. If there is a problem with the product

How to tell us about problems. If you have any questions or complaints about the product, please email us at Urgentppe@oxfordshire.gov.uk.

10. Price and payment

10.1 Where to find the price for the product. The price of the product will be indicated on the order pages when you placed your order. The price reflects the costs incurred by us in sourcing the products. We do not make any profit under these arrangements. We take all reasonable care to ensure that the price of the product advised to you is correct. However please see clause [10.2](#) for what happens if we discover an error in the price of the product you order.

10.2 What happens if we got the price wrong. It is always possible that, despite our best efforts, some of the products we sell may be incorrectly priced. We will normally check prices before accepting your order so that, where the product's correct price at your order date is less than our stated price at your order date, we will charge the lower amount. If the product's correct price at your order date is higher than the price stated to you, we will contact you for your instructions

before we accept your order. If we accept and process your order where a pricing error is obvious and unmistakable and could reasonably have been recognised by you as a mispricing, we may end the contract, refund you any sums you have paid and require the return of any goods provided to you.

10.3 When you must pay and how you must pay. We will issue an invoice at the beginning of each month setting out the products purchased in the preceding month and payment options. Where you have an existing contract with us as a service provider ("service contract") we will deduct the price for purchased products from the contract price payable by us under the service contract. Otherwise you must pay within 28 days of the date of the invoice.

10.4 No set-off. You must pay all amounts due to us under these terms in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

11. Limitation of Liability

11.1 Nothing in these terms shall limit or exclude our liability for:

- (a) death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- (b) fraud or fraudulent misrepresentation;
- (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982;
- (d) defective products under the Consumer Protection Act 1987; or
- (e) any matter in respect of which it would be unlawful for us to exclude or restrict liability.

11.2 All terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and sections 3 to 5 of the Supply of Goods and Services Act 1982 are excluded.

11.3 Subject to clause 11.1:

- (a) we shall not be liable to you, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with any contract between us; and
- (b) our total liability to you for all other losses arising under or in connection with any contract between us, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall be limited to the total sums paid by you for products under such contract.

12. Other important terms

- 12.1 We may transfer this agreement to someone else.** We may transfer our rights and obligations under these terms to another organisation. We will always tell you in writing if this happens and we will ensure that the transfer will not affect your rights under the contract.
- 12.2 You need our consent to transfer your rights to someone else.** You may only transfer your rights or your obligations under these terms to another person if we agree to this in writing.
- 12.3 Nobody else has any rights under this contract.** This contract is between you and us. No other person shall have any rights to enforce any of its terms. Neither of us will need to get the agreement of any other person in order to end the contract or make any changes to these terms.
- 12.4 If a court finds part of this contract illegal, the rest will continue in force.** Each of the paragraphs of these terms operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 12.5 Even if we delay in enforcing this contract, we can still enforce it later.** If we do not insist immediately that you do anything you are required to do under these terms, or if we delay in taking steps against you in respect of your breaking this contract, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. For example, if you miss a payment and we do not chase you but we continue to provide the products, we can still require you to make the payment at a later date.
- 12.6 Which laws apply to this contract and where you may bring legal proceedings.** Any dispute or claim arising out of or in connection with a contract between us or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales and the courts of England and Wales shall have exclusive jurisdiction to settle any such dispute or claim.