

Law Society of Scotland Purchase Orders

The Standard Terms & Conditions below provide a contract between the Supplier and the Law Society of Scotland.

1. Definitions

1.1 "LSS" - the Law Society of Scotland, its designated agents and any associated company.

1.2 'The Supplier' - the person, firm or company to whom this Purchase Order is addressed.

1.3 'The Goods and/or Services' - any such goods and/or Services' as are to be supplied by the Supplier as detailed on this Purchase Order or associated specification or document supplied by LSS setting out details of LSS's requirements.

2. The contract

2.1 These Conditions govern the Contract between the Supplier and LSS.

2.2 No other conditions, whether introduced prior to, or subsequent to, this Purchase Order, shall have any relevance unless other conditions are expressly agreed in writing by an authorised representative of the Society (in which case such other conditions shall prevail).

2.3 The delivery of Goods or supply of Services in response to this Purchase Order shall imply that the Supplier has accepted these Terms and Conditions.

3. Variations

3.1 LSS shall have the right before delivery of Goods or commencement of Services to issue the Supplier with written notification of variation of this Purchase Order. Any such variation shall take precedence over the Purchase Order, and delivery of Goods or commencement of Services by the Supplier shall be taken to imply acceptance of any applicable variation.

3.2 If the Supplier is unable to accept a variation to the Purchase Order, the Supplier shall immediately notify LSS in writing and this Purchase Order and Contract shall be deemed cancelled under the provisions of Clause 16.

4. The price

4.1 The price of the Goods or Services shall be as set out in this Purchase Order and shall be fixed for the duration of the Contract.



4.2 No variation in price shall apply unless agreed in writing by an LSS authorised representative prior to delivery of Goods or completion of Services.

4.3 Unless stated otherwise, the price is exclusive of VAT, which, if properly chargeable, LSS shall pay at the prevailing rate subject to receipt from the Supplier of a valid and accurate VAT invoice.

5. Time

5.1 The Goods shall be delivered not later than the date specified on this Purchase Order.

5.2 Time of delivery of the Goods and commencement and completion of the Services is of the essence of the Contract.

6. Quality of goods

6.1 The Goods supplied under this Contract shall be to LSS satisfaction and shall conform in all respects with the particulars of this Purchase Order or any associated specification or documentation issued by LSS.

6.2 Specifically the Supplier will ensure the Goods and /or Services are:

6.2.1 fit for any purpose made known to the Supplier expressly or by implication and in this respect LSS rely on the Supplier's skill, judgement and experience.

6.2.2 of satisfactory quality and reflect industry best practice and in accordance with the Suppliers own established internal procedures.

6.2.3 entirely safe when in use and properly operated. The Goods and/or Services, must conform to all relevant British and European standards and/or legislation including in respect of any manufacture, procuring, purchasing, transport and delivery.

6.2.4 new (unless otherwise specified on the Purchase Order).

6.2.5 as described on any samples, patterns, drawings, plans and specifications or documentation issued by LSS.

6.2.6 provided by sufficient appropriately supervised, experienced, qualified, trained and competent personnel and all other resources as are required for the successful and timely completion of any Services.

8. Acceptance, inspection and rejection

8.1 LSS shall inspect the Goods and may, within a reasonable time of delivery, issue a written notice to the Supplier, rejecting all or part of any Goods which fail to meet the requirements of this Contract.

8.2 If the Goods are rejected, The Supplier shall remove them at the Supplier's own expense within five working days of notification and shall, within a reasonable period, replace the Goods or refund LSS in respect of the value of the Goods.



8.3 For the avoidance of doubt, LSS signature on the Supplier delivery note shall signify delivery rather than inspection and acceptance of the Goods.

9. Property and risk

9.1 Title in the Goods shall pass to LSS on delivery.

9.2 Risk in the Goods shall pass to LSS upon inspection and acceptance of the Goods.

10. Intellectual property rights

10.1 All intellectual property rights (including copyright, database right, registered and unregistered designs, patents, trademarks, trade names, and all other intellectual property wherever in the world enforceable) discovered or created, in the course of, or as a result of the discharge of the Supplier's obligations under this Contract shall vest in LSS and be LSS's absolute property.

10.2 Upon LSS request the Supplier shall (at LSS expense) execute all documents and do all such acts and things required to vest such intellectual property rights legally and exclusively in LSS.

11. Liability, indemnity and insurance

11.1 The Supplier shall indemnify LSS against all losses, damage, injury or expense, and injury to or death of any person, howsoever caused by or arising from, either directly or indirectly:

11.1.1 the Goods not being fully in accordance with this Contract, or

11.1.2 any act by the Supplier or its employees, agents or sub-contractors.

11.2 The Supplier shall fully indemnify LSS against any expenses arising from any alleged or actual infringement of any proprietary right, including papers, trademarks, copyrights, intellectual or any of the rights howsoever arising from this Contract.

11.3 The Supplier shall maintain, and on request vouch, satisfactory insurance cover with a reputable insurer in respect of all liabilities, both statutory and contractual, arising from this Contract, to a minimum of £1m or such higher figure as LSS may specify.

11.4 LSS, our employees, agents or associated companies shall in no circumstances whatsoever be liable for any loss of profits or indirect or consequential loss howsoever arising from this Contract.

11.5 Except in the case of death or personal injury arising from LSS negligence, LSS shall not be liable for any special, indirect, consequential or economic loss (including loss of profit, business, revenue, goodwill or anticipated savings) however caused and even if foreseeable. LSS aggregate liability to the Supplier under this Contract is limited to the price under this Contract.

12. Payment



12.1 Payment for Goods received or Services completed to LSS satisfaction, shall be made within 30 days after receipt of a correct, itemised invoice. Queries re the invoice will be addressed by both parties in a timely fashion to facilitate payment.

12.2 The Supplier invoice must quote the full Purchase Order Number and be emailed to PurchaseLedger@lawscot.org.uk.

12.3 LSS shall not be responsible for any delays in payment arising from failure to comply with these invoicing instructions.

12.4 Payment by LSS shall be without prejudice to any rights or remedies available to LSS under this Contract, or otherwise, and shall not constitute any binding admission by LSS as to the suitability, quantity, quality or fitness for purpose of Goods received or satisfactory performance and completion of the Services by the Supplier.

13. Recovery of sums due

13.1 Any sum due to LSS by the Supplier may be deducted from any sum due by LSS to the Supplier under this contract.

14. Publicity

14.1 The Supplier shall not publish or reproduce or arrange press releases or make public statements in connection with this Purchase Order or make use of the name of LSS in any publicity without LSS prior written approval.

15. Confidentiality

15.1 The Supplier shall keep confidential all information relating to LSS, acquired while supplying the Goods or carrying out the Services for LSS.

16. Cancellation

16.1 LSS may cancel the Contract at any time immediately on giving the Supplier written notice. If such notice is given, LSS shall indemnify the Supplier against any reasonable commitments, liabilities or expenditure unavoidably and properly incurred by the Supplier in respect of this Contract prior to notification of the break but excluding loss of profit.

16.2 LSS may also cancel the Contract at any time without any liability whatsoever on giving the Supplier three months written notice.

17. Termination

17.1 LSS may immediately terminate this Contract by written notice to the Supplier if:

17.1.1 the Supplier is in breach of any of the Conditions of this Contract.

17.1.2 the Supplier becomes, or appears to become, insolvent or bankrupt or in any other way unable to meet its commitments under this or any other Contract.



17.1.3 for whatever reason, the Supplier is bringing, or may bring, bad publicity or disrepute upon LSS.

17.2 LSS may terminate this Contract at any time by three months written notice to the Supplier.

18. Waiver

18.1 Failure on LSS part at any time to enforce any provision of this Contract shall in no way affect LSS's rights at a later date to require performance of the Contract nor shall a waiver of any breach be taken or held to be a waiver of any subsequent breach of any provision.

19. Legal compliance

19.1 The Supplier shall comply with all obligations under:

19.1.1 the Modern Slavery Act 2015 as may apply to the Supplier's business.

19.1.2 the Equality Act 2010 both as an employer and as the supplier of Goods and Services under this Contract.

19.1.3 the Bribery Act 2010. Notwithstanding the foregoing the Supplier shall not give or offer to any of LSS staff, employees or agents, any gift or inducement whatsoever in relation to this or any other Contract between the parties.

19.1.4 the Data Protection Act 2018 and the General Data Protection Regulation (GDPR) as may arise in connection with this Contract.

19.1.5 the Health and Safety at Work Act 1974 and all secondary and related legislation and regulations, any health and safety guidance LSS may provide, and any health and safety or related instructions which may be issued to the Supplier by LSS staff from time to time.

20. Notices

20.1 All notices and communications:

20.1.1 from the Supplier to LSS must be made in writing and sent by email to the LSS contact instructing the Purchase and copying in LSS Finance team at PurchaseLedger@lawscot.org.uk including the Purchase Order number in the Subject line.

20.1.2 from LSS to the Supplier must be made in writing and sent by email to the Suppliers contact as provided by them.

20.2 Emails will be deemed to have reached the party to whom they are addressed on the day they are sent.

21. Governing Law

This Contract shall be governed by, and construed in accordance with, the Law of Scotland.



The headings to Conditions shall not affect their interpretation

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