

## 1. Definitions

- 1.1 "The Council" means Warrington Borough Council.
- 1.2 "The Supplier" means the person, firm or company to whom the Purchase Order is issued.
- 1.3 "The Goods" means all goods covered by the Purchase Order whether raw materials, processed materials or fabricated products.
- 1.4 "The Purchase Order" means the form or document used by the Council to order the Goods from the Supplier and which specifies that these conditions apply to it.
- 1.5 "The Contract" means the contract between the Council and the Supplier consisting of the Purchase Order, these conditions and any other documents (or parts thereof) specified in the Purchase Order. Should there be any inconsistency between these documents they shall have the following order of precedence:

Any special conditions written or referred to on the face of the Purchase Order.

These General Conditions of Purchase.

Any technical specification referred to on the face of the Purchase Order.

## 2. Quality and Fitness for Purpose

The Goods shall be of satisfactory quality and free from defects in materials or workmanship. If the purpose for which the goods are required is made known to the Supplier expressly or by implication the goods shall be fit for that purpose. The Goods shall conform to the specifications, drawings, descriptions and samples contained or referred to in the Purchase Order. In the absence of a specification or sample all Goods supplied shall be within the normal limits of industrial quality.

## 3. Delivery Date

The delivery date shall be that specified in the Purchase Order. The Supplier shall furnish such programmes of manufacture and delivery as the Council may reasonably require.

## 4. Incorrect Delivery

All Goods must be delivered at the delivery point specified in the Purchase Order. If the Goods are incorrectly delivered, the supplier will be held responsible for any additional expense incurred in delivering them to their correct destination.

## 5. Title and Risk

- 5.1 Title to the Goods shall pass to the Council upon delivery or, if earlier, when payment to the Supplier is due under the Contract.
- 5.2 Risk in compliant Goods delivered in accordance with the Contract shall pass to the Council on delivery.

## 6. Price and Payment

- 6.1 If the Council has issued no change in the terms of scope, specification, quantity or delivery, the prices stated on the Purchase Order shall remain unchanged for the duration of the Contract.
- 6.2 Unless otherwise stated in the Purchase Order, the price shall be inclusive of the costs of delivery to the delivery address stated on the face of the Purchase Order.
- 6.3 Unless otherwise agreed in writing payment shall be made by the Council after delivery of compliant Goods together with all documentation required under the Purchase Order within 30 days following submission of an acceptable invoice unless otherwise provided in the Purchase Order.
- 6.4 Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly nett extra charge.

## 7. Loss or Damage in Transit

The Council shall advise the Supplier of any loss or damage in transit within 7 days of the date of delivery of a consignment or part consignment. The Supplier shall make good free of charge to the Council any loss of or damage to or defect in the goods where notice is given by the Council in compliance with this condition.

## 8. Acceptance

In the case of Goods delivered by the Supplier not conforming with the Contract the Council shall have the right to reject such Goods within a reasonable time of their delivery and to purchase elsewhere as near as practicable to the same Contract specifications and conditions as circumstances shall permit but without prejudice to any other right which the Council may have against the Supplier. The making of payment shall not prejudice the Council's right of rejection. Before exercising the said right to purchase elsewhere the Council shall give the Supplier reasonable opportunity to replace rejected Goods with Goods which conform to the Contract.

## 9. Variations

- 9.1 The Supplier shall accept any reasonable variation in scope, specification, quantity or delivery requested by the Council. The price shall be adjusted to reflect the variation having regard to the rates and prices used in the Purchase Order or, where these are not relevant to what is fair and reasonable.
- 9.2 Neither party shall be bound by any variation to the Purchase Order unless and until it is confirmed by an official order amendment issued by the Council.

**10. Force Majeure**

If performance of the Contract is delayed by any act event beyond either party's reasonable control, then the time for performance shall be amended accordingly subject to the delayed party promptly informing the other of the event and taking all reasonable steps to reduce the delay.

**11. Assignment**

The Contract shall not be assigned or sub-contracted by the Supplier as a whole. The Supplier shall not assign or sub-contract any part of the work without the Council's prior written approval, which shall not be unreasonably withheld, but the restriction contained in this clause shall not apply to sub-contract for materials, minor details, or any part for which the sub-contractor is named in the Purchase Order. The Supplier shall be responsible for all work done and goods supplied by all sub-contractors.

**12. Hazardous Goods**

12.1 Hazardous Goods must be marked by the Supplier with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and the name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, data sheets, labels or markings. The supplier shall observe the requirements of UK and international Agreements relating to the packing, labelling and carriage of hazardous goods.

12.2 All information held by, or reasonably available to the Supplier regarding any potential hazards known or believed to exist in the transport, handling or use of the Goods shall be promptly communicated to the Council.

**13. Termination**

In the event of any breach or non-performance of any of these conditions by the Supplier the Council may without prejudice to any other remedies which might lie to the Council terminate the Contract and purchase the Goods from any other person, firm or company and any loss thereby sustained by the council shall be a debt payable by the Supplier to the Council.

**14. Insolvency and Bankruptcy**

If the Supplier becomes insolvent or bankrupt or (being a Company) makes an arrangement with its creditors or has an administrative receiver or administrator appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction), the Council may, without prejudice to any other of his rights, terminate the contract forthwith by notice to the supplier or any person to whom the contract may have become vested.

**15. Gifts and Payments of Commission**

15.1 The Supplier shall not offer or give or agree to give any servant of the Council any gift or consideration of any kind as an inducement or reward for doing of forbearing to do any act in relation to the obtaining or execution of this Contract

15.2 Any breach of this condition by the Supplier or by anyone employed by him or acting on his behalf in relation to this or any other Contract for the Council shall entitle the Council to determine the Contract and recover from the Supplier the amount of any such gift or consideration.

15.3 Any dispute, difference or question arising in respect of the interpretation of this condition shall be decided by the Council whose decision shall be final and conclusive.

**16. Law**

This Contract shall be construed as a contract made in England and subject to English Law.

**17. Rights of Third Parties**

Nothing in the Contracts (Rights of Third Parties) Act 1999 will operate to give any third party the right to enforce any term of this Agreement except where expressly provided for in this Agreement.

**18. Equal Opportunities and Health and Safety**

The Supplier as an employer shall comply with all relevant legislation concerning Equal Opportunities and Health and Safety.

**19. Notices**

Any demand, notice, or other communication required under the terms of this Contract shall be sufficiently served if served personally on the addressee or sent by prepaid first class recorded delivery post, by telex, electronic mail or facsimile transmission to the registered office or last known address of the intended recipient, and, if so sent will, subject to proof to the contrary, be deemed to have been received by the addressee on the second business day after the date of posting, or on successful transmission, as the case may be.