

General Conditions of Purchase

All orders are subject to the following Conditions which shall include any such other terms and conditions which have been previously established by an existing contract and if there is any conflict between these and an existing contract, the terms of the existing contract shall take precedent.

By accepting the order or any part thereof, the Contractor agrees to and accepts the said Conditions.

1. The Authority will not be liable for any goods delivered or services arranged other than in response to the official Purchase Order. Any delivery note which accompanies the delivered goods shall quote the official Purchase Order number.
2. The Contractor shall send a separate invoice quoting the official Purchase Order number unless otherwise agreed.
3. Goods misdelivered may incur a cost to the Contractor, which will be set off against any invoiced price.
4. Payment terms are 30 days and shall be paid via BACS.
5. All prices quoted shall be inclusive of any carriage charges.
6. Where a cash discount is to be offered to the Authority by the Contractor, the cash discount period shall commence from the date of receipt of the goods and/or service or the invoice, whichever is later.
7. The Authority reserves the right to cancel the order or any part of it. The Authority shall be entitled to reimbursement in respect of all loss and/or expense which results directly or indirectly by reason of:
 - i. The failure by the Contractor to deliver or delay in delivering materials or goods or failure to complete work by the date specified in the order.
 - ii. Any delay in delivery of the goods shall constitute a fundamental breach of contract, and in such circumstances, the Authority is entitled to cancel the contract and recover in full any monies expended thereon.
 - iii. The failure to comply with the description and specification etc. relating to the materials or goods to be supplied or work to be carried out and/or the failure to comply with any Standard Specifications and Conditions where applicable.
 - iv. The materials or goods to be supplied by the Contractor or the work to be carried out by the Contractor being below the specified standard or failing to pass such inspection or test as may be required.
8. In the event of any stoppage of the Authority's business or work for whatever reason beyond the Authority's control, which may prevent or hinder the use of goods or work relating to the official Purchase Order, the delivery of such goods or the completion of such work may be suspended or postponed at the Authority's request until the circumstances preventing or hindering the use of such goods or work have ceased. The payment therefore may also be suspended or postponed.
9. The Contractor shall forthwith notify the Authority of any apprehended delay in delivery, dispatch or completion and without prejudice to any other right on the

Authority's part, the Authority shall be entitled to cancel the order under these Conditions Clause 5 hereof if such delay is likely to jeopardise the purpose of the order.

10. No part of the order shall be sub-contracted or assigned by the Contractor without the Authority's previous consent in writing. Where such consent is given it shall be conditional upon your sub-contractor or assignee accepting the conditions agreed between the Contractor and the Authority and also upon the Contractor remaining responsible for all goods or materials supplied or work done by the sub-contractor or assignee.
11. Unless otherwise stated in writing, any time or period given for delivery, despatch or completion shall be of the essence.
12. All goods supplied against the official Purchase Order must be adequately protected against damage and deterioration in transit in accordance with the Authority's instructions (if given) and must bear the description and the quantity of the contents and the official order number on the packages thereof.
13. The goods shall be at the Contractors risk until accepted by the Authority without prejudice to any right of rejection. Such delivery shall be at the point designated on the official Purchase Order unless the Authority agrees otherwise in writing.
14. No concession on the Authority's part with respect to delay in delivery, despatch or completion shall be construed as a waiver of the Authority's right to remedies unless specifically so agreed in writing.
15. The Authority shall be empowered to cancel this order and recover from the Contractor the amount of any loss resulting from the cancellation if the Contractor is guilty of any practice considered by the Authority to be improper or corrupt. This clause covers such activities as inducements and gifts and acts prohibited by the Bribery Act 2010 and the Modern Slavery Act 2015. The Authority's decision on these matters is final.
16. All drawings, specifications, patterns, tools, free issue materials and other documents or items supplied by the Authority shall, unless otherwise agreed in writing, remain the property of the Authority. Such items shall be returned to the Authority immediately on request. The details within the official Purchase Order shall be treated by the Contractor as confidential and shall not be communicated to any other person/s other than those in connection with the official Purchase Order. This order shall be construed in all respects in accordance with English Law. Nothing in the Conditions shall prejudice any condition or warranty (expressed or implied) or right of remedy to which the Authority are entitled in relation to the material goods or services ordered by virtue of statute or common law.
17. These Conditions shall have precedence over any printed condition appearing in any acceptance form, delivery form, invoice or other document or letter emanating from the Contractor and such conditions have no effect whatsoever except insofar as they confirm the items of this order.