

Council Purchase Orders

Standard Terms and Conditions

1. The price quoted for goods or services (Goods) shall be exclusive of Value Added Tax (VAT).
2. Any discount agreed between the supplier and North Warwickshire Borough Council (the Council) on the price shall have effect for the duration of the agreement.
3. Payment shall be made by the Council within 30 days from receipt of a correct and valid invoice, which must include VAT if due at the rate applicable at the tax point date of the supplier's invoice for the goods and services supplied.
4. The Council's Purchase Order number must be quoted on all invoices and delivery notes.
5. The supplier shall ensure that all Goods are of satisfactory quality and fit for purpose and comply with all applicable E.U. and British standards for the Goods.
6. The supplier shall ensure that all services are carried out with due diligence.
7. The supplier warrants to the Council 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.
8. The supplier warrants to the Council that none of the Goods supplied constitutes or involves an infringement of any existing intellectual property right and the supplier hereby agrees to indemnify the Council against all charges, expenses, costs and damages arising from any claim that the use or sale of any of the Goods so supplied constitutes or involves any such infringements.
9. The Council shall not be deemed to have accepted any part of the Goods until after its employees or agents have inspected the Goods. The Council may reject goods or services that are not in accordance with the Purchase Order until 21 days after delivery. Unless within 28 days of receipt of notice of rejection the supplier collects any goods, the Council may dispose of them as the Council shall consider fit.
10. Title to the Goods shall pass upon delivery of the Goods and satisfactory inspection of the same and (if applicable) on collection of the same by the supplier.
11. Risk in the Goods shall pass on acceptance of the Goods and (if applicable) on rejection of the Goods by the Council.
12. Any delivery date specified shall be of the essence and the delivery will be made to such delivery location as may be specified by the Council in the Purchase Order.
13. The supplier shall not claim any lien, attachment or other such right over or in connection with the goods and shall indemnify the Council 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.
14. Except as stated in Paragraph 15 below, these terms and conditions 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.
15. All representations, statements or warranties made or given by the supplier and agents (including those contained in any of the supplier's brochures, catalogues or advertisements) 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.

16. If the supplier is found to have in the sole judgment of the Council, failed to provide satisfactory performance of the requirements of the Purchase Order; or become bankrupt or insolvent or made an arrangement or composition with its creditors or had a winding up petition made against it or had a liquidator or receiver appointed or enter into liquidation either voluntarily or compulsorily, the Council shall be entitled to terminate the Purchase Order.

17. 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.

18. The Council may make a search of the supplier with a credit reference agency and will keep a record of that search. The Council may also make enquiries about the principal directors of the supplier with a credit reference agency.

19. These terms and conditions (being part of the Purchase Order) shall be subject to English law.

20. Where a specific further contract form is required in addition to these Terms and Conditions (e.g. JCT or ICE) then if there is any conflict between the two then the Terms and Conditions contained herein shall not in any way be construed to modify or alter the Terms and Conditions of the specific contract form.