

Caerphilly County Borough Council – Purchase Order Terms and Conditions

A large print copy of these Conditions is available on request.

“Goods” include materials. “Seller” includes supplier/ service provider/works contractor. The words “services and works” shall be given their widest natural meaning and for the purpose of this Order reference to services shall include reference to works. ‘Order’ means the order placed by the Council for the Goods and or Services concerned.

Goods and Services

1. Subject to condition 9 below **acceptance of this Order by the Seller will signify acceptance of these terms and conditions.**

2. Order numbers must be quoted on all delivery notes invoices and correspondence.

3. No payment will be made for Goods or services unless and until the Goods and or services have been provided in accordance with the terms of the Order and an invoice is supplied. If the Order specifies that the invoice is to go to an address other than the address to which the Goods are delivered or services performed, no payment will be made until such invoice is received at the correct address. Payment shall be made within 30 days of the receipt of a correct invoice. On receiving payment from the Council it is the responsibility of the Seller to ensure payment to any third parties associated with the Seller in fulfilment of the Order is made in a timely manner (e.g. within 30 days or less).

4. Any known variation in price quality or quantity to that stated in this Order must be advised and agreed before the Goods are despatched or services performed – otherwise no payment will be made.

5. Payment will be made only to the Seller named on the Order or to the Seller’s nominee (e.g. a factor) by special arrangement (any special arrangement will need to be agreed in advance).

6. The Seller shall use all due skill, care and diligence in performing the contract. All Goods supplied or services performed will comply with the highest British Standards Institute standard (or European equivalent) for that type of Goods or service unless either (a) some lower standard is agreed or (b) the Seller informs the Council that there no such pertinent standard in which case the Goods and services will comply with best ‘industry standard’ and in either case the Council agrees this in writing in advance of acceptance of the Order.

7. The Seller will not assign the benefit of the Order or contract or any part of it to any other person without the Council’s prior written consent and in supplying the services or Goods shall not do anything to bring the Council into disrepute.

8. Waiver or amendment by the Council of any one or more of these terms must be confirmed in writing by the Council and otherwise will be of no effect and any such waiver or amendment on one occasion shall not imply that waiver or amendment will be forthcoming or is agreed on any other occasion.

9. **The Seller’s ‘standard terms and conditions’ will not apply to this Order.**

The following documents comprise the entire agreement between the Council and the Seller; these terms, any conditions of tender issued by the Council and any terms specified or referred to by the Council on the face of the Order and save as provided in the following sentence no effect will be given to any other term or terms whether oral or in writing. In the event that a specific services, works or Goods written contract, relating to the services or Goods that form the subject matter of the Order has been **prepared by the Council, approved by the Council’s legal services and signed/sealed by a duly authorised signatory of the Council** then the terms of such specific written contract shall prevail. Sellers are responsible for checking who in the Council is duly authorised to sign orders / contracts.

10. The contract shall be governed by English and Welsh law (as it is applied in Wales) and the parties submit to the exclusive jurisdiction of the English and Welsh courts.

Goods

11. All Goods will be delivered carriage paid to the location indicated on the face of the Order otherwise they may be rejected.

12. The Seller will obtain a receipt for all Goods delivered and supply a copy to the Council upon request and in the event of failure to do so the Council will not be obliged to pay for the Goods until evidence of delivery is provided.

13. Where a delivery time and/or date is specified on the Order, time and date of delivery will be of the essence of the contract. In the absence of a delivery date being specified on the Order, the delivery date will be 3.00pm on the 14th day following the date of the Order in which case that date will be of the essence of the contract. In the latter case if the 14th day falls on a day when the Council offices are closed the delivery date will be the following day when the Council offices are open. It is the responsibility of the Seller to find out when the Council offices are open.

14. The property in Goods and materials delivered in respect of this Order will pass to the Council upon delivery.

However, if payment or part payment is made with this Order or in advance of delivery, property in the Goods will pass to the Council at the time of such payment. Once property has passed to the Council the Seller will have no lien or other rights in the Goods or materials.

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15. Prices quoted by the Seller are deemed to be inclusive of delivery charges, packaging and unloading unless the contrary is clearly specified and agreed in writing by the Council.

16. Where the Seller requires a pallet of packaging to be returned this will be clearly specified on the delivery note and invoice, otherwise the Council shall be at liberty to reuse or dispose of it as it thinks fit without accounting to the Seller.

17. Any Goods delivered which do not match the description specified in the Order will be removed from the Council's premises by the Seller at the Seller's expense within 48 hours of delivery and if the Seller fails to do so the Council may arrange to return the Goods at the Seller's expense. If the Goods are identified as not matching the description in the Order at the time of attempted delivery, the Goods will be removed forthwith from the Council's premises at the Seller's expense.

18. Any loss of, damage to or defect in the Goods which is not caused by the Council will be made good by the Seller at the Seller's expense within 14 days of receipt of written notice of such from the Council.

19. Hazardous Goods will be clearly marked by the Seller as such with the international danger symbol with the name of the material in English. Such Goods will also be packaged labelled and carried in accordance with UK law or internationally accepted agreements. Information in English as to the handling storage and proper use of such Goods will be supplied on delivery. The Seller hereby indemnifies the Council against any loss damage or injury occasioned to the Council or any of its servants or agents if the Seller fails to comply with this term.

20. Payment or part payment for the Goods by the Council will not signify acceptance by the Council that the Goods are of the description quantity or quality ordered nor will such payment prejudice the Council's right to reject such Goods at a later date.

Services

21. The Seller will provide all labour Goods tools and equipment necessary to perform the service.

22. It is the Seller's responsibility to obtain confirmation in writing of on the job oral instructions.

23. The Seller will provide the service during normal daytime working hours.

24. Defects, which exist or appear within 12 months from date of completion of the service shall be made good by the Seller at the Seller's expense.

25. The Seller shall maintain adequate and accurate records of the service performed including time which will be submitted to the Council at the end of each week the service is performed or at such other interval as may be agreed in writing.

26. The Seller will provide evidence of tax status upon demand.

27. The Seller will keep the workplace clean and tidy and will remove surplus Goods or waste at regular intervals.

28. Prices quoted by the Seller are deemed to include all the Seller's travelling and subsistence expenses unless otherwise agreed.

29. The Seller will hold all relevant insurances related to the provision of the services

Policies, Legislation, Etc.

30. The Seller shall comply with all the Council's published policies, and any further rules, code of practice, procedures and standards which the Council notifies to the Seller.

31. The Seller shall comply with all relevant parts of Health and Safety legislation and any other guidelines set out by the Council.

32. The Seller shall ensure that it complies with all relevant requirements of all current Equalities legislation and shall provide any such evidence of this as is required by the Council.

33. The Seller shall acknowledge that the Council has to comply with such legislation as Data Protection Legislation, including General Data Protection Regulation ((EU) 2016/679), the Freedom of Information Act 2000, the Environmental Information Regulations 2004 Etc. The Seller shall ensure that its actions do not cause the Council to breach any of its obligations and shall provide all assistance requested by the Council to allow them to fulfil their obligations.

Termination

34. Should the Seller be in breach of any of its obligations under these terms and conditions then the Council shall have the right to terminate the contract with immediate effect.

Assignment

35. The Seller shall not assign, novate or otherwise dispose of this agreement without the express consent of the Council acting in its absolute discretion.

Confidentiality

36. The Supplier acknowledges that any Confidential Information obtained from or relating to the Council, its servants or agents is the property of the Council and shall be treated as confidential and safeguarded accordingly. The Council may disclose the Supplier's Confidential Information to any government department, other Contracting Authority, consultant or as required under the National Audit Act 1983. The Council shall use all reasonable endeavours to ensure that any government department, Contracting Authority, employee, third party or Sub-contractor to whom the Supplier's Confidential Information is disclosed pursuant to this Clause is made aware of the Council's obligations of confidentiality.

