

Wychavon District Council

General Terms and Conditions of Purchase

Wychavon District Council Official Orders are subject to the following terms and conditions and any other special terms and conditions which may be attached.

1. The Council requires that all goods delivered, services arranged or works completed will be fit for purpose and will comply with appropriate health and safety legislation and guidance. The Council will not be liable for any goods, services or works other than in response to an Official Order.
 - Official Orders will be emailed to suppliers, unless otherwise agreed.
 - Any delivery note which accompanies goods so delivered shall quote the Official Order number.

2. The Supplier shall send a separate invoice, quoting the Official Order number. Invoices shall be sent to Wychavon District Council, Civic Centre, Queen Elizabeth Drive, Pershore, Worcs WR10 1PT.

Invoices not fulfilling these conditions may be deemed invalid and may be returned to the Supplier for appropriate amendments to be made before re-submission.

3. Goods must be delivered as instructed. The Council reserves the right to bill the supplier for any extra handling costs incurred by failing to deliver as instructed.
4. Where a cash discount is to be allowed to the Council by the Supplier, the discount period shall commence from the date of receipt of goods, services or works, or receipt of the invoice, whichever is the later, and not from the date recorded on the invoice.
5. Unless otherwise agreed in writing, the Council currently aims to pay valid invoices within 10 working days of receipt subject to the conditions detailed in section 2.
 - Our preferred method of payment of invoices is by BACS payment into the Supplier's account.
 - Our aim is to send remittance advice notices to Suppliers by email.

6. The Council reserves the right to cancel an Official Order, or any part of it, and the Council shall be entitled to reimbursement in respect of any loss and expense which results directly or indirectly by reason of:
 - the failure by the Supplier to deliver goods or services, or to complete works by the date specified
 - the failure by the Supplier to comply strictly with the description and specification relating to the goods or services to be supplied, or works carried out, or failure to comply with British Standard Specifications and Conditions where applicable
 - the goods or services to be supplied by the supplier, or the works to be carried out by the supplier, being below the specified standard or failing to pass such inspection or test as may be required

- the circumstances set out in Condition 7 below.
7. The Supplier shall notify the Council of any delay in delivery, despatch or completion and without prejudice to any other right on the Council's part, the Council shall be entitled to cancel an Official Order if the delay is likely to jeopardise the purpose of the order.
 8. No part of this order shall be sub-contracted or assigned by the Supplier without the Council's prior written consent. Where consent is given it shall be conditional upon the sub-contractor or assignee accepting the conditions agreed between the Supplier and the Council and also upon the Supplier remaining responsible for all goods or services supplied, or work done by sub-contractor or assignee.
 9. Unless otherwise agreed in writing, any time or period given for delivery, despatch or completion must be adhered to.
 10. All goods supplied against an Official Order must be adequately protected against damage and deterioration in transit. Goods must be delivered carriage paid, in accordance with the Council's instructions (if given) and must bear the description and the quantity of the contents and the Official Order number. The goods shall be at the Supplier's risk until delivered to the Council at the point designated on the Official Order unless the Council otherwise agrees in writing. Any costs incurred by the Council for insufficient carriage costs will be recoverable from the Supplier.
 11. No concession on the Council's part with respect to delay in delivery, despatch or completion shall be construed as a waiver of the Council's rights and remedies, unless agreed in writing.
 12. The property of the goods ordered shall pass to the Council on delivery at the place specified in the order or as otherwise agreed, without prejudice to any right or rejection or other right which may accrue or have accrued to the Council under these Conditions or otherwise.
 13. The Council shall be empowered to cancel an Official Order and recover from the Supplier the amount of any loss resulting from the cancellation, if the supplier is guilty of any practice considered by the Council to be improper or corrupt. This clause covers such activities as inducement and gifts and acts prohibited by the Prevention of Corruption Acts 1889-1916 and the Local Government Act 1972, Sections 117(2) and (3). The Council's decision on these matters is final.
 14. All drawings, specifications, patterns, tools, free issue materials and other documents or items supplied by the Council shall, unless otherwise agreed in writing, remain the property of the Council and shall be returned to the Council immediately on request. These items along with the items covered by the Council's Official Order shall be treated by the Supplier as confidential and shall not be communicated to any other person so used by the Supplier for any purpose other than in connection with the Council's Official Order.
 15. The Council's Official Order shall be construed in all respects in accordance with English Law. Nothing in these conditions shall prejudice any condition or warranty (expressed or implied) or right of remedy to which the Council is entitled in relation to the goods, services or works ordered by virtue of statute or common law.
 16. These conditions shall have precedence over any printed condition appearing on any acceptance form, delivery form or other documents or letter emanating from the Supplier and

such conditions shall have no effect whatsoever except insofar as they confirm the terms of this order.

17. If any provision of these Terms and Conditions shall be held void or unenforceable in whole or in part by any court or other competent authority, these shall be severed from the Terms and Conditions and the remaining provisions shall remain in full force and effect.