

**STANDARD TERMS AND CONDITIONS**  
**FOR THE PURCHASE OF GOODS AND SERVICES**

**1. INTERPRETATION**

<b>“Buyer”</b>	means City of Bradford Metropolitan District Council
<b>“Goods”</b>	means the goods, if any, (including any instalment of the goods or any part of them) described in the Order
<b>“Order”</b>	means the Buyer’s purchase order which may be in the form of a letter or other document.
<b>“Seller”</b>	means the person so described in the Order who is seller of Goods and/or Services
<b>“Services”</b>	means the services described in the Order
<b>“Specification”</b>	Includes any plans, drawings, data or other information relating to the Goods or Services
<b>“Year 2000 Conformity Requirements”</b>	Requirements which are set out in a document entitled Definition of Year 2000 Conformity Requirements” ref DISC PD2001 and published by the British Standards Institute.

**2. BASIS OF PURCHASE**

- 2.1 The Seller agrees that these conditions shall apply to the contract to the exclusion of any other terms. Any document sent by the Seller to the Buyer which contains printed terms and conditions is sent and received on the understanding that they appear on the document only because they are printed and have no contractual effect whatsoever.
- 2.2 No variation to the Order or these conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Seller.

**3. SPECIFICATIONS**

- 3.1 The quantity, quality and description of the Goods and the Services shall, subject as provided in these conditions, be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller or agreed in writing by the Buyer.
- 3.2 The Seller shall comply with all applicable regulations and other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.
- 3.3. The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to dispatch, and the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.
- 3.4 If as a result of inspection or testing the Buyer is not satisfied that the Goods will comply in all respects with the contract, the Buyer so informs the Seller within 28 days of inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.
- 3.5 The Goods shall be marked in accordance with the Buyer’s instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition.

#### **4. PRICE OF THE GOODS AND SERVICES**

4.1 The price of the Goods and the Services shall be stated in the Order and, unless otherwise so stated, shall be:

4.1.1 exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and

4.1.12 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the delivery address and any duties or levies other than VAT.

4.2 No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in writing.

4.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller.

#### **5. TERMS OF PAYMENT**

5.1 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Services (subject to any requirement stipulated by the Buyer in the Order), as the case may be, and each invoice shall quote the number of the Order.

5.2 Unless otherwise stated in the Order, the Buyer shall pay the price of the Goods and the Services within 30 days after the end of the month of receipt by the Buyer of a proper invoice or, if later, after acceptance of the Goods or Services in question by the Buyer.

5.3 The Buyer shall be entitled to set off against the price any sums owed to the Buyer by the Seller.

#### **6. DELIVERY**

6.1 The Goods shall be delivered to, and the Services shall be performed at, the delivery address stated on the Order on the date or within the period stated in the Order (or agreed between the parties), in either case during the Buyer's usual business hours.

6.2 The time of delivery of the Goods and of performance of the Services is of the essence of the contract.

6.3 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

6.4 If the Goods are to be delivered, or the Services are to be performed, by installments, the contract will be treated as a single contract and not severable.

6.5 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Order or Specification, and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

6.6 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.

#### **7. RISK AND PROPERTY**

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Order.

7.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment for Goods is

made prior to delivery, when it shall pass to the Buyer once payment has been made.

## **8. WARRANTIES AND LIABILITY**

8.1 The Seller warrants to the Buyer that the Goods:

- 8.1.1. will be of satisfactory quality (within the meaning of the Sales of Goods Act 1979, as amended) and fit for any purpose held out by the Seller or made known to the Seller in writing at the time the Order is placed;
- 8.1.2. will be free from defects in design, material and workmanship;
- 8.1.3. will correspond with any relevant Specification and sample; and
- 8.1.4. will comply with all statutory requirements and regulations relating to the sale of Goods.
- 8.1.5. will comply with the year 2000 Conformity Requirements.

8.2 The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel using due care and diligence and exercising reasonable skill and care.

8.3A Where the Services includes the maintenance/repair of any equipment then the Seller warrants that such maintenance/repair shall include any work needed to ensure that the equipment becomes and/or continues to fulfill the Year 2000 Conformity Requirements.

8.3 Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Order or Specification, then the Buyer shall be entitled:

- 8.3.1. to require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the contract within 7 days; or
- 8.3.2. at the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the contract as discharged by the Seller's breach and require the repayment of any part of the price which has been paid.

8.4 The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

- 8.4.1. breach of any warranty given by the Seller in relation to the Goods or the Services.
- 8.4.2. any claim that the Goods infringe, or their importation, use or resale, infringes, the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;
- 8.4.3. any liability under the Consumer Protection Act 1987 in respect of the Goods;
- 8.4.4. any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the Goods and/or Services.

## **9. TERMINATION**

9.1 The Buyer shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance, in which event the Buyer's sole liability shall be to pay to the Seller the price for the Goods or Services in respect of which the Buyer has exercised its right of cancellation, less the Seller's

net saving of cost arising from cancellation.

9.2 The Buyer may terminate this contract by giving notice in writing to the Seller to take immediate effect where the Seller is in breach of one or his obligations under this contract and he fails to remedy it within a reasonable time.

9.3 The Buyer shall be entitled to terminate the contract with immediate effect without liability to the Seller by giving notice to the Seller at any time if:

9.3.1 the Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

9.3.2 an encumbrancer takes possession or a receiver is appointed, to any of the property or assets of the Seller; or

9.3.3 the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

## **10. GENERAL**

10.1 The contract is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the contract.

10.2 No waiver by the Buyer of any breach of the contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.3 If any provision of these conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected thereby.