

Conditions of Contract

- 1. Authorised Orders.** A contract is not formed unless the order is on an official authorised Council form. Orders placed verbally and by phone should be confirmed immediately on an official order and endorsed as confirmatory.
- 2. Quality of Goods.** The goods to be supplied under this contract shall be as specified and the Council shall have the power to reject any goods not complying with the contract.
- 3. Removal of Rejected Goods.** Rejected goods are to be removed by and at the expense of the supplier immediately after notice of rejection has been given. If not so taken away, the Council may cause the goods to be removed and charge the Supplier with all expenses incurred in or about such removal.
- 4. Power to Purchase in Default.** In cases of failure by the Supplier to deliver the goods demanded, upon receipt of orders for the same; or in the case of goods delivered not being of the stipulated quality, sort description, weight or measure, the Council, or their officers duly authorised shall have the power to reject any such goods, and to purchase other goods instead of any so rejected, or not delivered, unless the Supplier shall supply within seven days from time of rejection other goods which shall be sufficient and satisfactory; and any excess of cost so incurred by the Council over the contract price together with all charges and expenses attending the purchase shall be recoverable by the Council to the Supplier.
- 5. Power to Cancel.** In the event of the Supplier offering or giving or agreeing to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forborne to do any action in relation to the obtaining or execution of the contract or any other contract with the Council, or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Council, or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Supplier), or if in relation to any contract with the Council, the supplier or any person employed by him or acting on his behalf shall have committed an offence under the Prevention of Corruption Acts 1889 to 1916, or shall have given any fee or reward the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act 1972, the Council shall be entitled to cancel the contract and to recover from the Supplier the amount of any loss resulting from such cancellation.

- 6. Assignment of Contract.** The Contract, or any part, share or interest therein is not to be transferred or assigned by the Supplier, directly or indirectly, to any person or persons whomsoever, without the written consent of the Council previously given.
- 7. Payments for Supplies.** The Supplier shall be entitled to invoice the Council on delivery of the goods under this contract. Unless otherwise agreed, the Council will pay for the goods within 30 days from receipt of this invoice.
- 8. Council Documents Prevail.** In the event of any dispute arising between these conditions and the Supplier's normal terms of trade, these conditions, and any representations made in respect of them shall prevail.
- 9. Domestic Reverse Charge.** We consider that we are likely to be an end user for the purposes of section 55A VAT Act 1994 reverse charge for building and construction services. Unless specified otherwise, the Contractor shall issue us with a normal VAT invoice, with VAT charged at the appropriate rate. We will not account for the reverse charge.