

Hinckley and Bosworth Borough Council

Terms and Conditions

1 Definitions

In these conditions, unless the context requires otherwise:

- 1.1 'Buyer' means Hinckley and Bosworth Borough Council
- 1.2 'Conditions' means the terms and conditions set out in this document and any special terms and conditions agreed in writing by the Buyer;
- 1.3 'Contract' means any contract governed by the Conditions
- 1.3 'Delivery Date' means the date specified by the Buyer when the goods are to be delivered;
- 1.4 'Goods' means the articles which the Buyer agrees to buy from the Supplier;
- 1.5 'Price' means the price for the Goods and/or Services excluding carriage, packing, insurance and VAT;
- 1.5 'Purchase Order' means any purchase order placed by the Buyer under which the Supplier agrees to provide Goods and/or Services to the Buyer
- 1.6 'Supplier' means the person whose name and address appears in the box marked 'Supplier' on the Purchase Order; and
- 1.7 'Services' means the services to be performed by the Supplier for the Buyer as are more particularly described overleaf and anything created or produced as a result of said services

2 Conditions applicable

- 2.1 These Conditions shall apply to all contracts for the sale of Goods and/or Services by the Supplier to the Buyer to the exclusion of all other terms and conditions including any terms or conditions which the Supplier may purport to apply under any quotation, confirmation of order, delivery note or similar document.
- 2.2 All orders for Goods and/or Services shall be deemed to be an offer by the Buyer to purchase Goods and/or Services pursuant to these Conditions.
- 2.3 Delivery of the Goods and/or Services shall be deemed conclusive evidence of the Supplier's acceptance of these Conditions.
- 2.4 Any variation to these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Buyer.

3 Price and payment

- 3.1 The Price shall be the price set out on the Purchase Order. The Price is exclusive of VAT which shall be due at the rate ruling on the date of the Seller's invoice.
- 3.2 Payment of the Price and VAT shall be due within 30 days of the date of the invoice.

4 The Goods and Services

- 4.1 The quantity and description of the Goods shall be as set out on the Purchase Order
- 4.2 There shall be no variation to the quantity and description of the goods unless previously confirmed by the Buyer in writing

4.3 The Goods shall be of sound design, materials and workmanship; be fit for the purpose for which they are procured by the buyer and be capable of the required performance

4.4 All Services performed under the Conditions shall be executed by the Supplier in a timely, efficient and professional manner.

5 Warranties

The Supplier warrants that the Goods and/or Services provided will at the time of delivery correspond to the description given by the Supplier.

6 Delivery of the Goods

6.1 Delivery of the Goods shall be made to the delivery address designated on the Purchase Order on the Delivery Date between the hours of 9.00am and 5.00pm unless previously agreed in writing by the Buyer.

6.2 The Goods shall not be deemed to have been delivered until the delivery has been signed for by an authorised officer of the Buyer

6.3 Time shall be of the essence in respect of delivery and the Supplier shall indemnify the Buyer against any costs incurred as a result of failure to meet the Delivery Date including but not limited to the cost of sourcing an alternative supply of the Goods and/or Services

7 Rejection of the Goods and/or Services

7.1 The Buyer may reject the whole or any part of the Goods and/or Services up to 14 days after delivery to the Buyer.

8 Title and Risk

8.1 Title shall pass on delivery of the Goods

8.2 Risk shall pass on delivery of the Goods

9 Liability and Insurance

9.1 The liability of either party for direct loss of or damage to the property of the other shall be limited to £5million per claim

9.2 The Supplier shall indemnify the Buyer against any claims actions or costs brought by a third party arising out of the provision of Goods and/or Services to the Buyer and the Supplier shall take out indemnity insurance in the sum of at £5million to cover such risks

10 Force majeure

Neither Party shall have any liability under or be deemed to be in breach of the Contract for any delays or failures in performance of the Contract which result from circumstances beyond the reasonable control of that Party. The Party affected by such circumstances shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than six months, either Party may terminate the Contract by written notice to the other Party.

11 Amendments

The Contract may only be amended in writing signed by duly authorised representatives of the Parties.

12 Assignment

Neither Party may assign, delegate, sub-contract, mortgage, charge or otherwise transfer any or all of its rights and obligations under the Contract without the prior written agreement of the other Party.

13 Waiver

No failure or delay by the Buyer in exercising any right, power or privilege under the Conditions shall impair the same or operate as a waiver of the same nor shall any single or partial exercise of any right, power or privilege preclude any further exercise of the same or the exercise of any other right, power or privilege. The rights and remedies provided by the Conditions are cumulative and not exclusive of any rights and remedies provided by law.

14 Agency, partnership etc

The Contract shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.

15 Severance

If any provision of the Conditions is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Contract and rendered ineffective as far as possible without modifying the remaining provisions of this agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of this Contract.

16 Law and jurisdiction

The validity, construction and performance of the Contract shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

17 Third parties

For the purposes of the Contracts (Rights of Third Parties) Act 1999 the Contract is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.