

Standard Terms and Conditions for the Supply of Goods and Services to Worcestershire County Council.

1. General

1.1 These terms and conditions shall apply to the Purchase Order: unless the Purchase Order refers to a specific contract in which case the terms and conditions of that contract shall take priority over these terms and conditions. These terms and conditions or the terms and conditions of any specific contract including this Purchase Order take precedence over any of the Provider's standard terms and conditions of business.

1.2 Any purchase by the Buyer of goods or services is conditional upon acceptance of these terms and conditions by the Provider. If the Provider does not accept these terms and conditions, then the Provider should not accept the Purchase Order, and should inform the Buyer immediately.

2. Definitions

'**Buyer**' means either, Worcestershire County Council, or the School, identified on page 1 of the Purchase Order.

'**Goods**' means all or any of the items set out in the Purchase Order, which are to be supplied to the Buyer by the Provider.

'**Provider**' means the person, firm or company named as such on page 1 of the Purchase Order (or its successors in title).

'**Purchase Order**' means any Purchase Order placed by the Buyer under which the Provider agrees to supply Goods and/or Services to the Buyer.

'**Services**' means the Services to be performed by the Provider for the Buyer as described in the Purchase Order and anything created or produced as a result of the Services.

'**Specification**' means the requirements to which the Goods and/or Services supplied shall conform as detailed in the Purchase Order.

2. Assignment and Sub-contracting

2.1 The Provider shall not assign, transfer, sublet or subcontract in whole or in part any of the Purchase Order without the prior written consent of the Buyer.

3. Confidentiality

3.1 Any drawings, designs, technical information, advice and other materials communicated or supplied by the Buyer to the Provider under the Purchase Order should be treated as confidential and will remain the property of the Buyer. The Provider must not disclose any of the Buyer's confidential information to any third party without the Buyer's prior written consent.

4. Price

4.1 The prices in the Purchase Order shall apply (without variation) for both the period and/or stated quantity of the Goods and/or Services, unless specifically otherwise agreed in writing by the Parties.

5. Documents

5.1 All advice notes, invoices and packing notes issued by the Provider shall be clearly marked by the Provider with the Provider's name and address, the Purchase Order number, the item code, date of despatch, a description of the Goods and/or Services, the address of their intended destination and the due delivery date.

6. Terms of Payment

6.1 The Buyer agrees to pay the Provider the price for the Goods and/or Services which is stated in the Purchase Order (or otherwise agreed in writing between the Parties) within 30 days of the date of receipt of a valid and undisputed invoice, which (if the Provider determines that VAT is payable) must comply with the requirements of H.M. Revenue and Customs for VAT purposes.

6.2 All prices and rates which are stated in the Purchase Order are exclusive of VAT (unless otherwise stated in the Purchase Order).

6.3 The Provider shall accept payment of monies due by electronic funds transfer through BACS or other electronic payment means, as good discharge of the Buyer's indebtedness under the Purchase Order. The Provider shall notify the Buyer of the number, sort code and any other relevant details of the bank account to which the Buyer should make payment for the Goods and/or Services.

6.4 The Provider shall accept notification of payment via fax or email and shall notify the Buyer of the fax number or email address to which such notifications of payment shall be sent.

6.5 If any undisputed monies are not paid by the due date, then the Provider or the Buyer (as applicable) may charge interest on such undisputed monies on a day to day basis from the date falling 30 days from when payment fell due, (or such other date as may be agreed in writing between the Parties), to the date of payment (both dates inclusive) at the rate of two (2) per cent per annum over the base lending rate of the Bank of England from time to time. The Parties agree that this clause provides each of the Parties with a substantial remedy in respect of any late payment of sums due for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998).

6.6 The provisions of Clause 6.5 shall not apply:

- (a) when the Provider has failed to notify the Buyer of the details of the bank account to which payment is to be sent.
- (b) when the Provider has not quoted the correct Purchase Order number when invoicing the Buyer
- (c) when no Purchase Order exists as evidence of an agreement between the Buyer and the Provider for the supply of Goods and/or Services

7. Set Off

7.1 The Buyer shall be entitled to set off against any sums due to the Provider under the Purchase Order any sums which become payable by the Provider to the Buyer in relation to the Purchase Order or any other contract between the Parties which, for the avoidance of doubt, shall include any cases where payment is due to the Buyer in respect of goods and/or services provided by the Buyer to the Provider.

8. Entire Agreement

8.1 These terms and conditions and the Purchase Order shall (unless expressly agreed otherwise in writing by the Parties) comprise the entire terms and conditions of the contract in relation to the Purchase Order (subject to clause 1.1) and the Provider's terms and conditions of contracting are expressly excluded. The Purchase Order and these terms and conditions shall take priority over any other arrangements, communications (whether verbal or written), or any other documents (including, but not limited to, other purchase orders, or other terms and conditions) unless the Purchase Order is subject to an over-riding contract pertaining to the Goods and/or Services either issued by or referred to by the Buyer as described in clause 1.1.

9. Contracts (Rights of Third Parties) Act 1999

9.1 The contract between the Parties which is referred to in clause 9.1 does not confer (and is not intended to confer) any rights on any third party, whether pursuant to the Contracts (Rights of Third Parties) Act 1999, or otherwise.

10. Publicity

10.1 The Provider shall not, without the prior written permission of the Buyer, advertise or disclose to any third party that it is providing Goods and/or Services to the Buyer.

11. Governing Law

11.1 This contract shall be governed by English law and the Parties shall submit to the exclusive jurisdiction of the English courts.

Contracts for purchase of Goods

Clauses 12 to 17 shall only apply to contracts for the purchase of Goods

12. Quality and Performance

12.1 The Goods shall conform with the Specification; 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.

13. Delivery

13.1 The Provider shall deliver the Goods as instructed in the Purchase Order and obtain a receipt for them from an authorised officer of the Buyer. Any requirements as to the manner, quantities or special requirements for delivery, specified in the Purchase Order, shall also be complied with by the Provider.

13.2 The Buyer will allow the Provider access to its premises as necessary for the delivery of the Goods. The Buyer may refuse admission to the Provider's personnel or require such personnel to leave its premises at any time and shall not be obliged to give the Provider the reason(s) for its decision. The Buyer will not apply the provisions of this clause vexatiously.

13.3 Whilst on the Buyer's premises, the Provider shall abide by the Buyer's rules and regulations relating to the premises.

13.4 The Provider must cover the cost of carriage and postage.

14. Extension of Time, Rescheduling or Cancellation

14.1 If, for any cause beyond the reasonable control of the Provider, delivery of the Goods is delayed, then unless time is of the essence the time for delivery may be rescheduled by the Buyer (acting reasonably). Delay for any other reason shall be at the sole discretion of the Buyer, in which case the Provider shall be responsible for any additional costs.

14.2 Notification of any anticipated or actual delay must be immediately communicated to the Buyer by the Provider specifying the reasons for the delay.

14.3 If in the reasonable opinion of the Buyer it is inappropriate to reschedule delivery of the Goods then the Buyer may cancel the Purchase Order without incurring any liability for such cancellation.

15. Risk and Title

15.1 Risk and title in the Goods shall only pass to the Buyer upon acceptance of the Goods when delivered to the place and address specified in the Purchase Order, unless otherwise agreed in writing by the Parties.

15.2 The Buyer reserves the right to take possession of all Goods to which it has title.

16. Damage or Loss in Transit

16.1 Any Goods lost or damaged in transit shall be restored or replaced by the Provider at the Provider's expense and to the Buyer's satisfaction.

16.2 Delivery shall not be deemed to have taken place until restoration has taken place to the satisfaction of the Buyer or replacement Goods have been accepted by the Buyer.

16.3 Goods shall be deemed not to have been delivered by the Provider unless a receipt from an authorised officer of the Buyer can be produced by the Provider.

17. Rejection

17.1 Unless otherwise agreed in writing by the Parties, if, at any time within 3 months from the date of delivery, having regard to the nature of the Goods the Goods fail to comply with the Specification, the Buyer may, by notice to the Provider (which notice shall be confirmed in writing) reject the whole or any part of the Goods. The Buyer may then (without prejudice to its other rights and remedies) accept replacement Goods from the Provider at the Provider's expense.

17.2 Payment or part payment for the goods specified in this Purchase Order does not mean that the Buyer accepts that the Goods delivered are of the description, quality and quantity ordered. Such payment will not prejudice the right of the Buyer to reject the goods at a later date in accordance with clause [..]

Contracts for Services

Clauses 18 to 22 shall only apply to contracts for services

18 Quality and Performance

18.1 All Services performed under the Purchase Order must be executed by the Provider in a timely, efficient and professional manner to the appropriate prevailing standards and to the reasonable satisfaction of the Buyer.

19. Delivery

19.1 The Provider shall deliver the Services as instructed in the Purchase Order and obtain a receipt for them from an authorised officer of the Buyer. Any requirements as to the manner, quantities or special requirements for delivery, specified in the Purchase Order, shall also be complied with by the Buyer.

19.2 The Buyer will allow the Provider access to such premises as necessary for the performance of the Services. The Buyer may refuse admission to the Provider's personnel or require such personnel to leave its premises at any time and shall not be obliged to give the Provider the reason(s) for its decision. The Buyer will not apply the provisions of this clause vexatiously.

19.3 Whilst on the premises designated for the delivery of the Services, the Provider shall abide by the Buyer's rules and regulations relating to the premises.

20. Extension of Time, Rescheduling or Cancellation

20.1 Unless otherwise agreed in writing by the Buyer time shall be of the essence for the delivery of Services. If time is not expressed to be of the essence for the performance of Services and for any cause beyond the reasonable control of the Provider performance of the Services is delayed the time for performance may be rescheduled by the Buyer (acting reasonably).

20.2 Notification of any anticipated or actual delay in performing the Services must be immediately communicated to the Buyer by the Provider specifying the reasons for the delay.

20.3 If in the reasonable opinion of the Buyer it is inappropriate to reschedule performance of the Services then the Buyer may cancel the Purchase Order without incurring any liability for such cancellation.

21. Rejection of Services

21.1 Unless otherwise agreed in writing by the Parties, if, at any time within 3 months from the date of delivery, having regard to the nature of the Services, the Services performed fail to comply with the Specification, the Buyer may, by notice to the Provider (which notice shall be confirmed in writing) reject the whole or any part of the Services. The Buyer may then at its option and without prejudice to its other rights and remedies accept re-performed Services from the Provider at the Provider's expense.

21.2 Payment or part payment for Services specified in this Purchase Order does not mean that the Buyer accepts that the Services delivered are of the description, quality and quantity ordered.

22. Staff

22.1 The Provider shall employ sufficient suitably qualified staff to perform the Services.

22.2 The Provider warrants it has carried out checks with the Criminal Records Bureau on all staff or volunteers engaged for the provision of Services who shall in performing the Services come into contact with children or vulnerable adults and that these checks will be completed prior to any member of staff or volunteer having any contact with any children or vulnerable adults in performing the Services.