

## **The Vale of Glamorgan Council (“the Council”) Standard Conditions of Contract**

"Goods" include materials. "Seller" includes service provider. "Service" includes works.

### **Goods and Services**

1. These Conditions shall apply to this Order for the purchase of Goods or Services by the Council from the Seller to the exclusion of all other terms and conditions (including any terms or conditions which the Seller may purport to apply under any sales offer or similar document or in correspondence). These Conditions constitute the entire understanding between the Council and the Seller and supersede all previous agreements and understandings between the parties except that all representations, statements or warranties made or given by the Seller (whether orally in writing or in any of the Seller's brochures, catalogues and advertisements) regarding the quality and fitness for purpose of the Goods and the quality and performance of the Services shall be deemed to be express conditions of this Order.
2. Acceptance of this Order by the Seller will signify acceptance of these Conditions.
3. Order numbers must be quoted on all delivery notes invoices and correspondence.
4. No payment will be made for Goods or Services unless and until an invoice is supplied. If the Order specifies that the invoice is to go to an address other than the address to which the Goods are delivered or Services performed, no payment will be made until such invoice is received at the correct address.
5. Any known variation in price quality or quantity to that stated in this Order must be advised and agreed before the Goods are despatched or Services performed - otherwise no payment will be made.
6. Payment will be made only to the Seller named on the Order or to the Seller's nominee (e.g. a factor) by special arrangement.
7. The Seller shall not assign sub-contract or otherwise dispose of the whole or any part of its rights and obligations pursuant to this Order directly or indirectly to any person without the prior written permission of the Council. The Council may charge transfer or otherwise deal with all or any of its rights and obligations pursuant to this Order and the Seller consents to all such dealings
8. Any variation of these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Council.

9. The Seller indemnifies and shall keep indemnified the Council against all loss, damage, actions, claims, demands and liability suffered and legal fees and costs incurred by the Council resulting from a breach of this Order by the Seller.
10. No waiver by the Council in enforcing any of its rights under this Order shall prejudice its right to do so in the future.
11. The invalidity, illegality or unenforceability of any term or condition of this Order shall not affect the validity, legality or enforceability of any other term or condition of this Order.
12. This contract shall be governed by English law

### **Goods**

13. The Goods shall:
  - 13.1 conform as to quality, kind and description with the particulars stated in the Order and with any British, European or International specification which is relevant to the Goods.
  - 13.2 Goods used in compliance with a standard for which there is an associated safety mark scheme shall bear the certification mark of the scheme;
  - 13.3 be of the quantity or in the numbers specified in the Order;
  - 13.4 be of sound materials and workmanship and the Seller shall ensure that all the Goods shall be manufactured, stored, tested and packed in accordance with all European Standards applicable to them;
  - 13.5 conform in every respect to any sample provided or given by either party;
  - 13.6 be capable of any standard or performance specified in the Order; and
  - 13.7 where the purpose for which they are required is indicated in the Order either expressly or by implication be fit for that purpose;
14. The Seller will obtain a receipt for all Goods delivered and supply a copy to the Council upon request and in the event of failure to do so the Council will not be obliged to pay for the Goods until evidence of delivery is provided.
15. Where a delivery time and/or date is specified on the Order, time and date of delivery will be of the essence of the contract. In the absence of a delivery date being specified on the Order, the delivery date will be

the date advised by the Council in which case that date will be of the essence of the contract.

16. Title in the Goods shall pass to the Council immediately on delivery of the Goods.
17. Risk in the Goods shall not pass to the Council until a delivery note has been duly signed on behalf of the Council. If at any time after the delivery note has been signed by the Council the Goods are rejected by the Council for any reason, risk in the Goods shall revert to the Seller immediately upon the Council notifying the Seller of such rejection of the Goods. However, if payment or part payment is made with this Order or in advance of delivery, property in the Goods will pass to the Council at the time of such payment. Once property has passed to the Council the Seller will have no lien or other rights in the Goods or materials
18. Prices quoted by the Seller are deemed to be inclusive of delivery charges and packaging unless the contrary is clearly specified in writing and agreed by the Council prior to acceptance of the Order by the Seller.
19. Where the Seller requires a pallet or packaging to be returned (which shall be at the Seller's expense) this will be clearly specified on the delivery note and invoice, otherwise the Council shall be at liberty to reuse or dispose of it as it thinks fit without accounting to the Seller.
20. Any Goods delivered which do not match the description specified in the Order will be removed from the Council's premises by the Seller at the Seller's expense within 48 hours of delivery and if the Seller fails to do so the Council may arrange to return the Goods at the Seller's expense. If the Goods are identified as not matching the description in the Order at the time of attempted delivery, the Goods will be removed forthwith from the Council's premises at the Seller's expense. In every such case it shall be lawful for the Council to purchase at such prices and on such terms and conditions as the Council thinks fit the same or similar Goods from another supplier and in that event the Seller shall pay to the Council or it shall be lawful for the Council to deduct from any sum that is due or may become due to the Seller under the Order or otherwise, all costs, charges and expenses of such additional supply or arising from such failure to comply with the Order over and above the rate or price at which such Goods pursuant to this Order are to be supplied and delivered.
21. Any loss of damage to or defect in the Goods which is not caused solely by the Council will be made good by the Seller at the Seller's expense within 14 days of receipt of written notice of such from the Council.
22. The Seller agrees to permit the Council to return any of the Goods which are not in accordance with the Contract at any time up to 6

months after delivery notwithstanding that some of the Goods may have already been accepted by the Council.

23. Hazardous Goods will be clearly marked by the Seller as such with the international danger symbol with the name of the material in English. Such Goods will also be packaged labelled and carried in accordance with UK law or internationally accepted agreements. Information in English as to the handling storage and proper use of such Goods will be supplied on delivery.

## **Services**

24. The Seller shall ensure that the Services delivered are to the highest professional standard and meet the requirements set out in the Order and any specification produced by the Council.
25. Without prejudice to Clause 24 the Seller undertakes that the Services will be provided using all reasonable skill and care.
26. The Seller will provide all labour goods tools and equipment necessary to perform the Service.
27. It is the Seller's responsibility to obtain confirmation in writing of on the job oral instructions.
28. The Seller will provide the Service during normal daytime working hours unless otherwise directed by the Council.
29. Defects, which exist or appear within 12 months from date of completion of the Service shall be made good by the Seller at the Seller's expense.
30. The Seller shall maintain adequate and accurate records of the Service performed including timing which will be submitted to the Council at the end of each week the Service is performed or at such other interval as may be agreed in writing.
31. The Seller will provide evidence of tax status upon demand.
32. The Seller shall co-operate with the Council's procedures for the inspection and monitoring of quality and financial audits as reasonably requested by the Council.
33. The Seller will keep the workplace clean and tidy and will remove surplus goods or waste at regular intervals.
34. Prices quoted by the Seller are deemed to include all the Seller's travelling and subsistence expenses unless otherwise agreed.