

TERMS AND CONDITIONS

The following terms shall have the following meanings:

“Council”: Borough of Telford and Wrekin

“Contractor”: the recipient of the order

“Goods”: the items described in the order

1. Acceptance of this Order will be deemed to bind the contractor to the following terms and conditions and no goods and services shall be supplied or performed except in accordance with these conditions. In the event of any conflict of these conditions and those of the contractors, these conditions shall prevail.
2. All goods supplied or services carried out must meet the specification as to quality, standard or description stipulated on the order.
3. The Council reserves the right to reject any goods or services which are faulty or do not conform to quality, standard or description specified on the order.
4. All goods shall remain at the Contractors risk until delivery to the Council at the address stated on the Order has been completed.
5. The Council shall not be deemed to have accepted goods as being in a suitable condition and in accordance with the order by reason only that a signature has been procured on behalf of the Council on a delivery ticket or other form of receipt of goods without notification of any damage or shortfall being endorsed thereon.
6. Rejected goods shall be removed by and at the expense of the Contractor within 14 days after the Council has notified the Contractor of such rejection. If not so removed, the Council may return the rejected goods at the risk and expense of the Contractor.
7. The Contractor agrees to keep the Council fully indemnified against all actions, claims, costs, expenses and damages brought against or suffered by the Council arising out of any breach whatever by the Contractor and against all legal costs and other expenses arising there from.
8. This order may be cancelled at any time by the Council upon giving written notice to the Contractor. A fair and reasonable price shall be paid for all work in progress at the time of the cancellation and subsequently received by the Council. The Council shall not be liable for any loss to the Contractor.
9. The order is issued on the understanding that the invoice will be dated on or after delivery to the address stated on the order.
10. The Council accepts no liability for goods obtained or work done in the absence of an official order.

General

11. Official order numbers must be quoted on the advice delivery notes.
12. A dated invoice giving details of goods supplied, official order number, price and VAT if payable must be sent to the invoice address.
13. Advice notes of all goods delivered must be sent with the goods to the place of delivery.

Payment shall be made within 30 days of receipt (by the Council) of a valid invoice.