

DERBYSHIRE DALES COUNCIL – STANDARD TERMS AND CONDITIONS

1. In these conditions:-

“**Council**” means Derbyshire Dales District Council, Town Hall, Bank Road, Matlock, Derbyshire DE4 3NN

“**Conditions**” means these terms and conditions

“**Goods**” means the goods supplied under the order

“**Order**” means the Council’s order for the goods

“**Supplier**” means the supplier of the goods

2. These conditions apply to all orders for the purchase of goods by the Council from the Supplier. All other terms and conditions are excluded including any terms and conditions which the Supplier may attempt to apply under any sales offer or other documents. Delivery of goods by the Supplier to the Council shall be deemed to be conclusive evidence of the Supplier’s acceptance of these conditions.
3. No variation of these conditions shall be effective unless agreed beforehand in writing between the Council and the Supplier.
4. Goods must be of the type and quality specified in the Order, and where relevant must comply with samples previously approved by the Council.
5. Goods will be supplied in such quantities, at such times and in such a manner as the Council may direct. Goods will be delivered at the Supplier’s risk to the address specified in the Order and will be free from charges for carriage and packaging except where the Council agrees to pay such charges in the Order. The Supplier will be solely responsible for the goods being off-loaded safely and undamaged on delivery.
6. Subject to the Council being satisfied that the Goods have been delivered safely and undamaged property and risk in the Goods will pass to the Council on delivery. Where payment has already been made, property in the Goods will pass on payment subject to the right to reject on subsequent delivery as set out in clause 8.
7. The Supplier will provide a delivery note quoting the order number and giving details of the goods delivered. The Council’s order number must also be quoted on the invoice.
8. If the Goods delivered are not of the specified quality, quantity or type or if they do not comply with any sample previously supplied or are damaged on delivery so that in the reasonable opinion of the Council they cease to be fit for purpose then the Council can at its sole discretion reject all or part of them by notice in writing sent by first class mail and addressed to the Supplier at its last known address or by email.
9. If any Goods rejected by the Council are not removed by the Supplier within seven days from the date of the rejection the Council may remove the goods at the Supplier’s cost. The Supplier will forthwith issue the Council with an appropriate Credit Note for the cost of the Goods so rejected and will forthwith reimburse the Council the cost of removal of the goods.
10. The Supplier warrants to the Council that the goods will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose stated by the Supplier and made known to the Council at the time the Order is placed; the goods will be free from defects in design, material and workmanship; the goods will correspond with any relevant specified sample and will comply with all statutory requirements and regulations relating to the sale of goods.

11. If the Supplier does not deliver the Goods within the time specified in the Order the Council may at its sole discretion cancel the Order.
12. The Council will not be liable for any loss of, damage to or deterioration of any rejected goods whilst in its possession.
13. The Supplier will not assign or sub-contract the order (in whole or in part) without the Council's prior agreement in writing but no consent is necessary for sub-contracting the delivery of the Goods notwithstanding which the Supplier will remain liable under these terms and conditions until property in the Goods passes to the Council.
14. The Supplier indemnifies the Council against all losses, claims and costs arising from injury (including death), loss of or damage to property real or personal arising out of the act or default of the Supplier, its servants, agents or sub-contractors in connection with the Order.
15. The Council at its sole discretion may cancel the Order immediately if the Supplier becomes bankrupt, has a Receiver appointed, goes into liquidation or otherwise enters into any arrangement or composition with Creditors or if the Supplier is guilty of any offence under relevant prevention of Corruption legislation.
16. Where a price is specified in the Order the price actually charged must not exceed it.
17. The Supplier will comply with every relevant legal requirement (including EU and UK Rules and Regulations) relating to the manufacture, packaging and delivery of the Goods.
18. English law applies to the Order.
19. The Council will at its sole discretion set off against the price any amount due from the Supplier under this or any other order (including but not limited to the costs of removal referred to in clause 9 above).
20. The Council's rights in these conditions supplement any warranty or guarantee offered by the Supplier. The Council will require the Supplier to remedy defects in the Goods (by repair or replacement) if within six months of delivery, the Goods in the opinion of the Council become defective due to poor design or workmanship, use of faulty materials or other relevant reason.
21. Except where otherwise agreed beforehand in writing by the Council, the invoice will be paid by BACS and the remittance advice sent by email or fax. The Supplier will provide details of its bank account and email address or fax number to the Council no later than the time of submitting the invoice relating to this Order.
22. The Supplier will comply with all relevant Health and Safety and anti-discrimination legislation, including but not limited to, the Race Relations Act 1976 (as amended), the Disability Discrimination Act 1995 (as amended) and the Equalities Act 2010 and any subsequent amendments thereto.
23. The Supplier will adhere to the Council's Equal Opportunities Policy at all times when working with the Council.

Note: These conditions were issued by the Derbyshire Dales District Council on 8th February 2013.