

## **WEST MIDLANDS FIRE AND RESCUE AUTHORITY**

### **GENERAL CONDITIONS OF PURCHASE**

All Purchase Orders are subject to the following terms and conditions and such other special terms and conditions stated within the order and/or the tender document if applicable. By accepting the order or any part thereof, the contractor agrees to and accepts the said terms and conditions.

1. The Authority will not be liable for any goods delivered or services arranged other than in response to an Official Purchase Order. Any delivery note that accompanies the delivered goods should quote the Authority's Purchase Order Number.
2. The contractor must send a separate invoice quoting the Authority's Official Purchase Order Number. (Invoices should not relate to more than one order). Failure to do so may result in the invoice being rejected and returned.
3. Goods must be delivered, as per instructions, otherwise any extra handling cost may be billed back to the contractor.
4. Where a cash discount is to be allowed to the Authority by the contractor, the cash discount period shall commence from the date of receipt of goods or service or the invoice, whichever is the latter.
5. The Authority will make payment to the contractor within 30 days of receipt of the invoice or delivery of goods or services, whichever is the latter. Any variation to these terms must be mutually agreed and recorded on the authority's official order.
6. The Authority reserve the right to cancel a Purchase Order or any part of it and the Authority shall be entitled to reimbursement in respect of all loss and/or expense which results directly or indirectly by reason of:
  - (a) The failure by the contractor to deliver or delay by the contractor in delivering goods or failure to complete work by the date specified in the Authority's order.
  - (b) The circumstances set out in Condition 7 below.
  - (c) The failure by the contractor to comply strictly with the description and specification, etc. relating to the goods to be supplied or work to be carried out and/or the failure to comply with ISO/EN/British Standard Specifications where applicable.

- (d) The goods to be supplied by the contractor or the work to be carried out by the contractor being below the specified standard or failing to pass inspection or test.
- 7. In the event of any strike, lock-out, fire or accident or any stoppage of the Authority's business or work beyond the Authority's control which may prevent or hinder the use of goods or work that is the subject matter of a Purchase Order, delivery of such goods or the completion of such work and the payment therefore may be suspended or postponed at the Authority's option until the circumstances preventing or hindering the use of such goods or work have ceased.
- 8. The contractor shall notify the authority of any delay in delivery, despatch or completion and without prejudice to any other right on the Authority's part, the Authority shall be entitled to cancel a Purchase Order under the terms of Condition 6 above if such delay is likely to jeopardise the purpose of the order.
- 9. No part of a Purchase Order shall be sub-contracted by the contractor without the Authority's previous consent in writing. Where such consent is given it shall be conditional upon your sub-contractor accepting the conditions agreed between the contractor and the authority and also upon the contractor remaining responsible for all goods.
- 10. Unless otherwise agreed in writing, any time or period given for delivery, despatch or completion must be adhered to.
- 11. All goods supplied against the Purchase Order must be adequately protected against damage and deterioration in transit and delivered carriage paid, in accordance with the Authority's instructions and must bear the description and the quantity of the contents and the official Purchase Order Number on the package. The goods shall be at the contractor's risk until delivered to the Authority at the point designated on the order unless the Authority otherwise agrees in writing on the Authority's official Purchase Order form.
- 12. The property of the goods ordered shall pass to the Authority on delivery at the place specified in the order or as otherwise agreed, without prejudice to any right of rejection under these conditions or otherwise.
- 13. The Authority shall be empowered to cancel a Purchase Order and recover from the contractor the amount of any loss resulting from the cancellation if the contractor is guilty of any practice considered by the Authority to be improper or corrupt. This clause covers such activities as inducements and gifts and acts prohibited by the Prevention of Corruption acts 1889-1916 and the Local Government Act 1972, Sections 117 (2) and 93). The Authority's decision on these matters is final.

14. All drawings, specifications, patterns, tools, free issue materials and any other documents or things supplied by the Authority shall, unless otherwise agreed in writing, remain the property of the Authority and shall be returned to the Authority immediately on request and they and the items of the Authority's order shall be treated by the supplier as confidential and shall not be communicated to any other person so used by the contractor for any purpose other than in connection with the Authority's order.
15. All Purchase Orders shall be construed in all respects in accordance with English Law. Nothing in these conditions shall prejudice any condition or warranty or right of remedy to which the Authority is entitled in relation to the material goods or services ordered by virtue of statute or Common Law.
16. The contractor shall adequately insure and indemnify the Authority in respect of:
  - (a) Any liability which may be imposed on the Authority under any Act of Parliament or Common Law in respect of personal injury to any person, whether employed by the Authority or not, occasioned by or in consequence of the performance of instructions on the Purchase Order.
  - (b) Any damage or injury to the property of the Authority by the Contractor, his workmen, servants or agents for a sum not exceeding £5 million.
17. All services provided by the contractor to the Authority shall comply with the provisions of the Health and Safety at Work Act, 1974 and any other relevant health and safety regulations and appropriate Codes of Practice.
18. These conditions shall have precedence over any printed conditions appearing on any acceptance form, delivery form, invoice or other documents or letter emanating from the contractor and such conditions shall have no effect whatsoever except insofar as they confirm the terms of an order.