

1. **DEFINITIONS**
 - 1.1 'Purchase Order' – the official order document supplied by Us setting out details of the Council's requirements.
 - 1.2 'The Goods' - Any such goods to be supplied by You as detailed in this Purchase Order.
 - 1.3 'The Services' - Any such services to be provided by You, as detailed in this Purchase Order.
 - 1.4 'Us' – Cheshire West and Chester Borough Council.
 - 1.5 'You' - The person, firm or company to whom the Purchase Order is addressed.
2. **THE CONTRACT**

These Conditions govern the Contract between Us and You. No other Conditions will apply. **The delivery of Goods and / or supply of Services in response to the Purchase Order shall imply that You have accepted Our offer and these Terms and Conditions.**
3. **THE PRICE AND PAYMENT**
 - 3.1. The price of the Goods or Services is fixed on the Purchase Order.
 - 3.2. No variation in price will apply unless agreed in writing by Our authorised representative prior to delivery of Goods or completion of Services.
 - 3.3. Payment for Goods received or Services completed to Our satisfaction, will be made within 30 days of receipt of an itemised correct invoice.
 - 3.4. Your invoice must quote the Purchase Order number and be addressed as set out on the Purchase Order.
 - 3.5. We will not be responsible for delays in payment arising from failure to comply with these invoicing instructions.
 - 3.6. We will usually pay by cheque or BACS and provide a remittance advice to inform You that payment has been made.
 - 3.7. We will pay any VAT due.
 - 3.8. Payment by Us will be without prejudice to any rights or remedies available to Us under this Contract, or otherwise.
 - 3.9. We will be entitled to set off against any invoice any amount due from You to Us under this or any other arrangement.
4. **TIME**

Time of delivery of the Goods and commencement and completion of the Services is of the essence of the Contract.
5. **QUALITY OF GOODS**
 - 5.1. The Goods supplied under this Contract shall be to Our satisfaction and must conform with the Purchase Order.
 - 5.2. Specifically the Goods must:
 - 5.2.1. be fit for any purpose made known to You expressly or by implication. We rely on Your skill, judgement and experience
 - 5.2.2. be of satisfactory quality
 - 5.2.3. be entirely safe and conform to all relevant British and European standards and / or legislation
 - 5.2.4. be new
 - 5.2.5. comply with any samples, patterns, drawings, plans and specifications.
6. **QUALITY OF SERVICES**
 - 6.1. The Services supplied under this Contract must be to Our satisfaction and conform with the Purchase Order.
 - 6.2. Specifically:
 - 6.2.1. the Services must be performed with due skill, care and diligence including, industry best practice
 - 6.2.2. You must ensure that sufficient resources are available to complete the Services successfully
 - 6.2.3. the Services will be supplied by supervised, experienced, qualified, trained and competent staff.
7. **INSPECTION, ACCEPTANCE AND REJECTION**
 - 7.1. We will inspect the Goods when they arrive.
 - 7.2. If the Goods are of satisfactory quality in accordance with clause 5 We will accept the Goods upon payment of the invoice. Title and risk shall pass to Us on delivery of the Goods.
 - 7.3. If the Goods are not of satisfactory quality in accordance with clause 5 then We can reject them. If We reject the Goods we will give You written notice. You will then have five working days from receiving Our notice to collect the Goods. We will not make payment for rejected goods, or be responsible for costs incurred by You.
8. **LABELLING AND PACKAGING**

You must ensure that all prices, quantities, units of measure and the Purchase Order number are on all transaction documentation and comply in all respects with the Purchase Order. All Goods must be clearly labelled and adequately packed.
9. **INDEMNITY AND INSURANCE**
 - 9.1. You must indemnify Us against all losses, damage, injury or expense and injury to or death of any person, however caused by:
 - 9.1.1. the Goods not being fully in accordance with this Contract, or
 - 9.1.2. any act by You, Your employees, agents or sub-contractors.
 - 9.2. You shall fully indemnify Us against any expenses arising from any alleged or actual infringement of any Proprietary Right including papers, trademarks, copyrights, intellectual or any of the rights arising from the Contract.
 - 9.3. You must maintain satisfactory insurance cover with a reputable insurer in respect of all liabilities, both statutory and contractual, arising from this Contract, to a minimum of £5m. You shall produce evidence of such insurance to Us on request.
 - 9.4. We will not be liable for any loss or profits, indirect or consequential loss, however arising from this Contract.
10. **PUBLICITY**

You will not publish or reproduce or arrange press releases or make public statements in connection with this Purchase Order or make use of Our name in any publicity without Our prior written approval.
11. **FREEDOM OF INFORMATION**

The Freedom of Information Act 2000 (the Act) gives a general right of public access to all types of recorded information held by Us, subject to certain exemptions, and places a number of obligations on Us with regard to the disclosure of information. We will allow public access to recorded information wherever possible and You will agree to Us making disclosures in accordance with the Act. If We request information from You under this condition you will provide the information within five working days at your own expense.
12. **TERMINATION**

We may immediately terminate this Contract by written notice to You if:

 - 12.1. You are in breach of any of the Conditions of this Contract, or
 - 12.2. You become, or appear to become, insolvent or bankrupt or in any other way unable to meet Your commitments under this or any other Contract, or
 - 12.3. For whatever reason, You are bringing, or may bring, bad publicity or disrepute upon Us.
 - 12.4. We placed the Purchase Order in error and if We inform you within seven days of the date on the Purchase Order.
13. **DISPUTES AND AGREEMENTS**
 - 13.1. We must try to resolve all disputes arising in connection with this Contract amicably. If this cannot be achieved within a reasonable period of time then We shall refer the dispute to senior members of staff. During this time neither party will resort to litigation.
 - 13.2. If We cannot resolve the dispute within two months either party may exercise any remedy it may have.
14. **GENERAL TERMS**
 - 14.1. You will not give or offer to any of Our staff, employees or agents, any gift, bribe or inducement in relation to this or any other Contract between Us or engage in any activity which is or is likely to be an offence under the Bribery Act 2010.
 - 14.2. All notices and communications will be made in writing by post or email to the addresses on the Purchase Order. Notice will be deemed to have reached the party to whom it is addressed on the second business day following date of sending.
 - 14.3. The headings to Conditions shall not affect their interpretation.
 - 14.4. This Contract shall be governed by and construed in accordance with English Law.
 - 14.5. A person who is not a party to this Contract has no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any conditions of the Contract.
15. **EQUALITY STANDARDS**
 - 15.1 You agree to complete, return and follow our equality declaration attached. This declaration forms part of the Contract between us and must be adhered to at all times.