

Hertfordshire County Council (the “Council”)
GENERAL CONDITIONS OF PURCHASE
applicable to all purchase orders (the order) placed with the Council’s suppliers
(the Contractors”)

1. Variation

Neither the Council nor the Contractor shall be bound by any waiver, variation or addition to these conditions unless that variation, waiver or addition shall have been agreed and evidenced in writing and signed on behalf of both parties.

2. Prior Agreement

In circumstances where both parties have signed a prior agreement or contract, the terms and conditions set out in that agreement or contract shall prevail.

3. Goods, Services or Works

The goods or services supplied shall conform in every respect to the specification contained in the relevant order and if they shall differ in any respect or if the Contractor deems the specification incomplete or ambiguous in any way, then the Contractor shall resolve this issue through direct contact and consultation with the Council and where necessary provide a complete specification in writing to the Council before proceeding with the execution of the order.

All goods supplied in the execution of any order shall be of merchantable quality and fit for the purpose intended having regard to performance, safety standards, durability and condition.

All services or works supplied and any equipment used in the execution of an order shall be carried out or used with due diligence and in a proper workmanlike manner to the satisfaction of the Council and be in accordance with the specification, with due regard to the health and safety of the Contractor’s and the Council’s staff and to members of the public in general.

4. Delivery

All goods supplied in the execution of an order shall be appropriately packaged, secured and delivered at the time and to the place set out in the order. All packaging and securing of loads shall be carried out to ensure safe and secure carriage, unloading and storage and shall be received in good condition. No goods, services or works shall be deemed acceptable or accepted unless an authorised representative of the Council shall have signed a properly presented note of acceptance or receipt.

5. Insurance and Indemnity

The Contractor shall effect such public liability and professional indemnity insurance as is necessary and shall indemnify the Council against any claims on whatsoever grounds in the event of damage to any property, or the death of, or injury to, any person during any act carried out in the execution of an order at any time prior to the authorised representative of the Council having signed a properly presented note of acceptance or receipt. Unless otherwise agreed in writing by the Council, the minimum level of any insurance cover required under this Clause shall be £5million.

6. Default

The Council, through its appropriate officer, shall have the power to order the removal of and/or proper re-execution of any goods, services or works supplied in the execution of an order should those goods, services or works be in any way faulty, deficient or at variance with the description contained herein. Any costs arising as a result of the proper rejection of any goods, services or works or where appropriate, their re-execution, shall be at the Contractor’s own expense.

7. Price/Rates

The Council will pay the Contractor at the price or rate set out on the order for the goods, services or works specified, providing always that the goods, services or works and the execution of any order shall be in accordance with these conditions.

8. Payment

Payment will only be made on receipt of a numbered invoice which shall correctly state at least the price and separately any value added tax, any costs associated with the delivery of or execution of an order, the quantity and/or dimensions and description of the goods, services or works, the date of delivery and the Council's Official Order number.

The Council's normal terms of payment are 20 working days from receipt of a correct invoice. The Council shall not be liable to pay the whole or any part of a payment invoice on the payment date if the payment invoice or part is not accepted by the Council's appropriate officer. The Council will use its reasonable endeavours to agree all invoices within 20 working days of their receipt.

In the event of failure by the Council to make payment in accordance with the above paragraphs then the Contractor shall be entitled to interest on any payment overdue thereunder from the due date to the date of actual payment at the rate of 2% per annum over the Bank of England Repo rate.

9. Part Delivery

An order will be deemed to be complete only upon proper receipt and acceptance by the Council of the full requirement. Payment will not be made until an order is deemed to be complete or the Council has agreed that payment will be made in respect of the receipt of any part of the goods or completion of any stage of the services or works supplied under the order.

10. Passing of Property

The property in and any title to any goods supplied shall pass to the Council immediately on acceptance by a duly authorised representative of the Council. Acceptance will be deemed to have taken place upon signature by that representative of a note of acceptance or receipt.

All deliveries of goods or completion of services or works as a result of an order shall be deemed to have taken place upon receipt of an authorised signature by a representative of the Council of a properly presented note of acceptance or receipt, quoting the Council's relevant Official Order number and setting out at least the date of delivery, quantity and/or dimensions and description of the goods, services or works, one copy at least of which must be left in the possession of the authorised representative of the Council.

11. Declaration

The Contractor warrants that the design, construction and quality of any of the goods, services or works supplied in the execution of any order complies in every respect with all relevant requirements of any statute, statutory rule or order or other instrument having the force of law or European and British Standard specifications which may be in force at the time of supply.

12. Indemnity

The Contractor shall indemnify at all times the Council against any claim, demand, cost or charge and expenses arising from or incurred by reason of infringement of any patent, registered design, trade mark or trade name and any similar action relating to passing off in respect of any goods, services or works executed as a result of this order.

13. Cancellation

The Council shall have the right to cancel the any order, and to recover from the Contractor the amount of any loss resulting from such cancellation or determination if the Contractor or any person employed by the Contractor or acting on the Contractor's behalf:

- a) has offered, paid or given, directly or indirectly, any gift in money or any other form to any member, employee or agent of the Council as an inducement or reward in connection with their behaviour in relation to an order; or
- b) appears to have committed any offence under the Prevention of Corruption Acts 1889 to 1916, or to have paid or offered any fee or reward contrary to Section 117(2) of the Local Government Act 1972.

The Council shall have the right to terminate an order summarily by notice in writing should the Contractor become bankrupt or insolvent or compound with or assign in favour of creditors or (being an incorporated company) shall resolve to wind up or be ordered to be wound up, or shall carry on business under a Receiver, or if as regards the interest of the Contractor a contract shall become vested in any other person or body without the consent of the Council, otherwise than by the death of the Contractor, and to recover from the Contractor any additional costs incurred as a result of the termination of an order under this condition.