

GENERAL CONDITIONS OF CONTRACT

1. Definitions

- 1.1 "the Buyer" means East Lindsey District Council, Tedder Hall, Manby Park, Louth, Lincolnshire, LN11 8UP
- 1.2 "Conditions" means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Buyer
- 1.3 "Delivery Date" means the date specified by the Buyer when the goods are to be delivered or supplied
- 1.4 "Goods" means the articles or services which the Buyer agrees to buy or receive from the Seller
- 1.5 "Seller" means the person whose name and address appears in the section marked "Seller" in any order form for the Goods or otherwise is the person selling or supplying the Goods whether as principal or agent to the Buyer

2. Conditions Applicable

- 2.1 These Conditions shall apply to all contracts for the purchase of Goods by the Buyer from the Seller to the exclusion of all other terms and conditions including any terms or conditions which the Seller may purport to apply under any sales offer confirmation of order or similar document
- 2.2 Despatch delivery or supply of the Goods by the Seller to the Buyer shall be deemed conclusive evidence of the Seller's acceptance of these Conditions
- 2.3 Any variation of these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Buyer

3. The Price and Payment

- 3.1 The Price shall be the price set out in any order for the Goods or if none shall be specified the Seller's quoted price
- 3.2 The Buyer may set off against the Price (including any applicable VAT payable) amounts due to the Buyer from the Seller whether under the applicable contract of sale or otherwise
- 3.3 The Buyer shall pay the Price less any amount referred to in Clause 3.2 above to the Seller by Bank Automated Clearing System within 30 days of the receipt of an invoice from the Seller such invoice to be sent by the Seller to the Buyer on or after delivery of the Goods to the Buyer in accordance with Clause 5 hereof.

4. The Goods, Warranties and Liability

- 4.1 All representations statements or warranties made or given by the Seller its servants and agents (whether orally or in writing or in any of the Seller's brochures catalogues and advertisements) regarding the quality, fitness and suitability for purpose of the Goods or any of the Goods shall be deemed to be express conditions of the applicable contract of sale
- 4.2 The Seller shall ensure that all the Goods shall be manufactured stored tested packed supplied and delivered in accordance with all British Standards or equivalent European Standards applicable to them and that all the Goods are of merchantable quality, fit and suitable for the purposes for which the Buyer intends to use such Goods
- 4.3 The Seller shall ensure that all the Goods conform to section 6 of the Health and Safety at Work etc Act 1974 or any statutory extension modification amendment or re-enactment of it and any regulations or orders made under it
- 4.4 The Goods shall be marked in accordance with the Buyer's instructions (if any) and all lawful requirements and properly packed and secured for delivery to the Buyer in undamaged condition
- 4.5 Where any specification and design of the Goods or any of the Goods have been provided by the Buyer the copyright design right or other intellectual property in them shall remain the property of the Buyer

5. Delivery of the Goods

- 5.1 The Delivery Date is of the essence of the applicable contract of sale
- 5.2 If the Seller fails to deliver, supply or procure all of the Goods in accordance with the applicable contract of sale on the Delivery Date then without prejudice to the Buyer's right for the breach of contract:-
 - 5.2.1 the Buyer may terminate the applicable contract of sale in which event without prejudice to the Buyer's other remedies the Seller shall promptly collect any Goods which have been delivered
 - 5.2.2 where delivery of a quantity of the Goods which correspond to the applicable contract of sale which is less than the agreed quantity has been tendered and the Buyer has not exercised its rights of termination under clause 5.2.1 the Buyer may accept the Goods which correspond to the applicable contract of sale and recover for the Seller's breach in respect of the failure to deliver the remainder of the Goods
 - 5.2.3 the Buyer may require the Seller promptly to deliver sufficient goods which correspond to the applicable contract of sale to comply with the quantity required The Buyer may exercise any of these rights by notice to the Seller
- 5.3 The Seller upon receiving notice to that effect from the Buyer shall repair or replace free of charge Goods damaged or lost in transit and due delivery of the Goods shall not be deemed to have taken place until replacements or repaired Goods have been delivered by the Seller to the Buyer. The Buyer reserves the right to hold such damaged Goods at the Seller's risk or to return them at the risk and expense of the Seller

6. Acceptance of the Goods

- 6.1 The Seller agrees to permit the Buyer to return any of the Goods which are not in accordance with the applicable contract of sale at any time up to six months after delivery notwithstanding that the Goods may have already been accepted by the Buyer
- 6.2 The Buyer may by notice to the Seller prior to acceptance reject any Goods which are not in accordance with the applicable contract of sale. The Buyer may set off against any payment due to the Seller (whether under the applicable contract of sale or otherwise) the Price of such Goods. Unless within a reasonable time of receipt of notice of rejection the Seller collects such Goods the Buyer may dispose of them as the Buyer shall think fit (provided that if the Buyer sells such Goods the Buyer shall account to the Seller for the net proceeds of such sale)

7. Title and Risk

- 7.1 Title shall pass on delivery of the Goods
- 7.2 Risk shall pass on delivery of the Goods

8. Proper Law of Contract

- 8.1 All contracts made with the Buyer shall be subject to the law of England and Wales
- 8.2 The Contracts (Rights of Third Parties) Act 1999 does not apply to any contract made with the Buyer

9. MISCELLANEOUS

- In relation to all contracts made with the Buyer:-
 - 9.1 The Seller shall not be entitled to transfer assign sub-contract or otherwise deal with its rights and liabilities under such contract without first obtaining the written approval a duly authorised chief officer of the Buyer
 - 9.2 The Buyer shall have the immediate right of cancellation and recovery of loss from the Seller if the Seller or any person employed by the Seller or acting on the Seller's behalf (and whether or not to the Seller's actual knowledge) shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for taking or for not taking any action in relation to the applicable contract or any other contract with the Buyer or in relation to any contract with the Buyer shall have committed any offence under the Prevention of Corruption Acts 1889 to 1916 (or any statutory extension modification or re-enactment from time to time in force)
 - 9.1.3 Neither the Seller its officers employees sub-contractors or other third parties shall at any time divulge or allow to be divulged to any person any confidential information relating to the business or affairs of the Buyer or the Goods and the Seller shall not permit any person to assist in the provision of the Goods unless that person is bound by an obligation of confidentiality which is acceptable to the Buyer and on the Delivery Date the Seller shall immediately deliver up to the Buyer all correspondence documents specifications data papers and property of the Buyer which may have been supplied or provided by the Buyer and / or which are in the Seller's possession or under the Seller's control.