



Terms and Conditions of Purchase

GENERAL

These Conditions of Purchase comprise (together with any specified in this order) the exclusive basis on which we accept goods and services offered by you the Seller and shall take precedence over the Sellers conditions of sale. No variation of, addition to or deletion from these conditions of purchase shall be effective unless in writing and signed for and on behalf of the Chief Officer of the ordering department or his duly authorised representative.

Any relaxation or concession that may be granted by the Customer shall not invalidate, impair or compromise these conditions of purchase in whole or in part and shall not affect or prejudice the buyers rights hereunder.

For the purpose of these Conditions of Purchase:- "Customer" shall mean Commercial Services Ltd "Seller" shall mean any person, firm, company or corporation to whom an order is given.

"Contract" shall mean not only any individual order for products but also any long term contractual agreement relating to the supply or products/services created by the giving of this order.

The Contract may also include the construction, completion, delivery, installation, commissioning and maintenance of the goods (where necessary) and the provision of all labour, materials, plan, as specified in this Order and any document referred to in such Order. No variation of the Contract shall be binding on the Customer unless specifically authorised in writing and signed by the Chief Officer of the ordering department or his duly authorised representative.

ACCEPTANCES

The goods/service must be delivered carriage paid at the Seller's risk to such conditions as the Customer may direct.

The Customer reserves the right to to make alternative delivery arrangements and to claim an allowance equal to any carriage charged. The Customer will not pay for non-returnable packing materials unless previously agreed.

The goods/services shall conform in every respect with the Contract and be of merchantable quality and free from defects in material or workmanship. Any performance characteristics specified by the Seller in any tender and/or literature prepared by the Seller or specified in the Contract are of the essence of the Contract and shall form part of it. If goods are to the Sellers design the Seller will give the Customer advance notice of any changes in specification or design. The goods/service shall in addition conform to all statutory regulations (local and national) including COSHH and similar legislation.

COPYRIGHT etc.

The Seller shall fully indemnify the Customer against all claims, costs and expenses resulting from any infringement of any letters patent registered trade marks or registered design or any passing-off action.

PAYMENT

Unless special payment terms have been agreed:-

The Customer shall pay for goods/services at the end of the month following the month in which the goods/services are received or in which the invoice for such goods/services is received whichever is the later provided that the requirements on supply/delivery and specification have been satisfied.

RISK & OWNERSHIP

Unless otherwise agreed:-

a) The property in any goods or materials (the subject of this order) shall pass to the Customer at the date payment is made or after the goods delivered or the service provided has been approved

by the Chief Officer of the ordering department or his duly authorised representative.

b) The risk in the goods shall pass with the property. The Seller shall indemnify the Customer against any loss, damage or injury suffered by the Customer and which arises from the failure of the Seller to comply with any terms of the Contract or performance of the Contract (whether negligent or

c) otherwise) and in particular resulting from a defect in the goods or their material, construction or workmanship or design.

d) Defects

The Seller shall make good defects in faulty materials or workmanship at his own expense which exist or may appear within 6 months from the completion of the work.

e) Generally

The Seller must provide his own off-loading and storage of materials

The Seller must provide his own light power, water and access etc to enable the work to be completed.

The Seller must remove all rubbish resulting from work from the site to a tip provided by the Seller.

The Seller must provide all necessary protection for the work.

COMPLIANCE REMEDIES

If the Seller fails to comply with the terms of the Contract the Customer shall be entitled to any one or more of the following remedies:-

a) Rescind the Contract.

b) Return the goods or any part thereof to the Seller, any costs incurred to be paid by the Seller. The Customer shall be entitled to be repaid in full for any of the goods returned.



- c) Afford the Seller the opportunity to replace, repair or reinstate at his own expense the goods/services so that they comply with the contract.
- d) Refuse to accept any further deliveries or instalments of goods/services or any part thereof.
- e) Carry out at the Seller's expense such work as may be necessary to make any goods/services or any part thereof comply with the Contract.

DELIVERY

- a) The goods must be delivered in the quantities and at the time stated in the Contract or in accordance with the schedule or other instructions. The Customer reserves the right to adjust the specified delivery date at any time.

The Seller will be fully responsible for ensuring delivery dates are met – time being of the essence.

- b) The Seller shall provide such delivery advice or other appropriate documentation with goods and/or copies of proof of deliveries if requested to do so. Such documentation must clearly show the order number and date. Goods must only be supplied against on official Order.

PRICES

The Seller will only supply goods at the prices specified in an order. Any variations must be notified in advance and/or approved prior to delivery. Failure to comply will be deemed as acceptance of order price, and invoices paid accordingly. Contract order prices shall remain fixed and firm for a minimum duration of three months, any price variations with this period shall be notified at least one month in advance.

PREVENTION OF CORRUPTION

The Customer shall be entitled to cancel this Contract and to recover from the Seller the amount of any loss resulting from such cancellation., if the Seller shall have offered or given, or agreed to give any person

any gift or consideration of any kind, if the Seller shall have committed any offence under the Prevention of Corruption Act 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under subsection (2) of Section 117 of the Local Government Act 1972 or any re-enactment thereof.

BRITISH STANDARDS

When an appropriate British Standard Specification or British Standards Code of Practice is current all goods and materials used or supplied and all workmanship the subject of this Contract shall be in accordance with such Standards or an equivalent standard acceptable with the EEC and to the Customer.

LOCAL OMBUDSMAN

The Seller shall fully co-operate with the commission for local Administration in England (Local Ombudsman) in any investigation of a complaint relating to this contract and shall fully indemnify the Customer against payments which the Customer decide to make to any third party arising wholly or partly from a finding by the Local Ombudsman of maladministration and/or injustice to a complainant as a direct result or failure by the Seller in carrying out the contract.

SCS

Waterside Park
Darby Close
Cheney Manor Trading Estate
Swindon
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