

TERMS AND CONDITIONS

1. This Purchase Order only covers the goods/works/services stated. No payment will be made for additional goods/works/services unless first authorised in writing by an officer of Thanet District Council (The Council).
2. All goods/works/services to be accompanied by a delivery note.
3. The official invoice should be sent promptly to The Council, address indicated on front of this Purchase Order and must show:
 - a) The Council's Purchase Order number
 - b) An Invoice number
 - c) Full details of quantity and prices
 - d) Any discount allowed
 - e) Current VAT requirements
4. Nothing in these general Terms and Conditions shall affect override or supersede any term or condition within any specific contract documentation relevant to the goods/works/services referred to in this Purchase Order.
5. Acceptance of this Purchase Order will be deemed to bind the supplier/contractor to these terms and conditions and no goods/works/services shall be supplied or performed by the supplier/contractor, their employees, agents or representatives, except in accordance therewith. In the case of any conflict between these conditions and those of the supplier/contractor, unless modifications are accepted in writing by the Council, these conditions will prevail.
6. Unless otherwise stated in this Purchase Order or agreed in writing, payment will normally be made within 30 days, following the receipt of a correct invoice, and upon the agreement by an Officer of the Council that the goods/works/services have been provided to the Council's satisfaction, unless the supplier's/contractor's credit terms are less onerous on the Council than this in which case the supplier's/contractor's credit terms will apply. The Council shall be entitled to set off against any invoice any amount due from the supplier/contractor under the Contract or under any other arrangement. Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly extra charge. All invoices containing Value Added Tax must conform with the requirements of HM Customs and Excise.
7. All goods/works/services supplied or carried out shall conform as to quantity, quality and description with particulars as stated on this Purchase Order or Contract, be of sound materials and first class workmanship, be equal in all respects to the samples, patterns, description or specification provided or given by either party and, if the purpose for which they are required is indicated in this Purchase Order, either expressly or by implication, be fit for that purpose.
8. The supplier/contractor will indemnify the Council against the following:
 - a) Loss or damage or injury whatsoever and whenever arising caused to the Council, or for which the Council may be liable to third parties due to defective workmanship or unsound quality of the goods/works/services supplied.
 - b) Claims in respect of death or injury, howsoever caused, to any of the employees, or those of the agent or sub-contractors, of the supplier/contractor, while in or about the Council's sites, works or other places of business.
 - c) Consequential loss or damage sustained by the Council for which the Council may be liable, as a result of the failure of the supplier/contractor to supply the materials or perform the work in accordance with the terms of this Purchase Order or Contract.
9. The supplier/contractor shall, as soon as reasonably practicable, repair or replace all goods/works/services which are, or become defective during the period of 12 months from putting into service or 18 months from delivery, whichever shall be the shorter, where such defects occur under proper usage and are due to faulty design, seller's erroneous instructions as to use or erroneous use data, or inadequate or faulty materials or workmanship, or any other breach of seller's warranties, expressed or implied. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of 12 months from the date of delivery, reinstallation or passing of tests (if any) whichever is appropriate after repair or replacement.
10. The Contract shall be governed by and construed in accordance with English Law and the supplier/contractor hereby irrevocably submits to the exclusive jurisdiction of the English courts.
11. The supplier/contractor shall be prohibited from transferring assigning or sub-letting, directly or indirectly, to any person or persons whatever, the whole or any portion of this contract without the written permission of the Council.
12. The Council has the right to cancel the contract and recover from the supplier/contractor the amount of any loss resulting from such cancellation if the supplier/contractor should have acted corruptly in relation to the contract.