

Standard Terms and Conditions for the Supply of Goods and Services to Worcestershire County Council

1. DEFINITIONS AND INTERPRETATION

1.1. Definitions:

Business Day: means a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

Buyer: means Worcestershire County Council or the school identified in the Purchase Order;

Buyer's Materials: all materials, equipment and tools, drawings, specifications and data supplied by the Buyer to the Supplier

Charges: means the charges payable by the Buyer for the supply of Goods and/or Services;

Conditions: means these terms and conditions as amended from time to time and in accordance with clause 13.4;

Contract: means the contract between the Buyer and the Supplier for the supply of Goods and/or Services in accordance with these Conditions (or any alternative terms and conditions that may apply, as per clause 2.1);

Deliverables: means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Goods and/or Services in any form or media, including without limitation drawings,

2.4.1. the Supplier issuing a written acceptance of the Purchase Order; and
2.4.2. the Supplier doing any act consistent with fulfilling the Purchase Order,
at which point the Contract shall come into existence.

2.5 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

2.6 All of these Conditions shall apply to the supply of the Goods and/or Services except where the application to one or the other is specified.

3. SUPPLY OF GOODS AND/OR SERVICES

3.1. The Supplier shall from the date set in the Purchase Order and for the duration of the Contract provide the Goods and/or Services to the Buyer in accordance with the terms of the Contract.

3.2. In providing the Goods and/or Services, the Supplier shall:

3.2.1. co-operate with the Buyer in all matters relating to the Goods and/or Services, and comply with all instructions of the Buyer;

3.2.2. meet any performance dates specified in the Purchase Order;

3.2.3. perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

3.2.4. use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Contract;

3.2.5. ensure that the Goods, Services and Deliverables will conform with all descriptions and specifications set out in the Purchase Order and/or Specification (as applicable), and that the Goods and Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by the Buyer;

3.2.6. ensure that the Goods are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or made known to the Supplier by the Buyer expressly or by implication, and in this respect the Buyer relies on the Supplier's skill and judgement;

3.2.7. provide all equipment, tools and vehicles and such other items as are required to provide the Services;

3.2.8. use the best quality materials, standards and techniques, and ensure that the Deliverables, and all Goods and materials supplied will be free from defects in workmanship, installation and design;

3.2.9. obtain and at all times maintain all necessary licences, permissions, authorisations and consents;

3.2.10. comply with all applicable laws, statutes, regulations from time to time in force, and the Policies;

3.2.11. observe all health and safety laws and regulations, and all applicable laws, statutes, regulations from time to time in force, and the Policies;
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