# Brecon Beacons National Park Authority – Purchase Order Terms & Conditions

## General conditions of contract

**1. GENERAL** These conditions apply to every order placed by the Brecon Beacons National Park Authority (“the Authority”) with any individual firm or company (“the Contractor”). No terms or conditions in or attached to any catalogue, invoice or other sales literature or document of the Contractor which are inconsistent with these conditions or which purport to add to or vary them in any way shall have any effect unless expressly accepted by the Authority in writing. In the absence of such acceptance the Contractor shall be deemed to have withdrawn or waived his said terms or conditions and to contract solely on the basis of the Authority’s standard conditions, and acceptance of any goods shall not constitute or be deemed to constitute acceptance by the Authority of the Contractor’s said terms or conditions. When an order is placed against an existing contract then the terms and conditions of that contract shall prevail over these general conditions.

**2. AGREEMENT** The Contractor shall supply and distribute to the Authority the goods or undertake the works referred to in the order at the prices therein stated or on the prices to be agreed in accordance with the terms and conditions hereinafter contained.

**3. LEGAL AND CONTRACTUAL REQUIREMENTS** All goods supplied or work done under the Contract shall confirm strictly to all the relevant statutes and/or regulations governing the sale and/or delivery of such goods in the United Kingdom in force at the time of delivery. The quality of all goods ordered or work done shall be in accordance with the descriptions and specifications in the Order.

**4. DELIVERY** Where goods are ordered they shall be delivered in accordance with the requirements of the Order during normal working hours or if none stated within 14 days of receipt of order and only whilst a duly authorised officer of the Authority is in attendance, free of charge to the Authority, and at the Contractor’s risk save where the Authority has previously agreed with the Contractor in writing.

Goods are required to be individually packed or boxed (except for the usual packaging quantities recognised within the industry, e.g. boots supplied in pairs, etc.) in packaging which shall keep them clean and presentable. The packaging should, if not of the clear plastic type, identify the product so packaged. Mixed packages of type, style or size cannot be accepted; goods individually packaged or boxed may be collectively packed or boxed for the purposes of transportation to the establishments.

All goods shall be adequately packed to avoid damage and breakages. Any goods broken or damaged, either in whole or in part, in transit shall be replaced free of cost to the Authority within seven days of the Authority notifying the Contractor of such broken or damaged product. The Contractor acknowledges that all deliveries shall be accepted by the Authority on condition that they are unexamined for the purposes of breakages, damages and shortages and, when examined at a later date if the goods are found to be broken, damaged or short they shall forthwith be replaced by the Contractor free of all cost to the Authority.

Every delivery shall be accompanied by a delivery note stating the order number, date of delivery, the establishment receiving delivery and itemising the goods so delivered. Title and risk in the Goods passes on the date (if any) specified in the Order and if none is specified on the physical delivery of the Goods in accordance with the Order.

Where services are ordered, they shall be provided in accordance with the requirements of the Order during normal working hours by prior arrangement with a duly authorised officer of the Authority.

1. **REJECTION OF GOODS** A person authorised to order the goods shall be entitled to reject any goods which shall not be of the quality required by these Conditions or the supply or delivery of which shall not be in accordance with these Conditions. On notice of rejection the Contractor shall immediately remove such goods so rejected at his on expense, provided that in case the Contractor shall fail to do so the Authority shall be entitled to remove the rejected goods within 24 hours of notice of rejection being given. The Contractor shall indemnify the Authority against the expenses of such removal Notice of rejection shall, where possible, be given on the day of delivery and may be given by any means to the Contractor, his servant or agent, and where requested the Contractor shall replace such goods with satisfactory goods.
2. **POWER TO PURCHASE IN DEFAULT** In case of failure to deliver the goods or services ordered from him in accordance with this Contract or if the goods have been rejected the Authority or its authorised Officers shall have power to purchase elsewhere the goods or services required instead of any goods or services so rejected or not delivered, unless the contractor shall himself forthwith supply goods or services that shall in the opinion of the ordering Officer be sufficient and satisfactory. Any excess of costs so incurred by the Authority over the Order price, together with all charges and expenses attending the purchase, shall be recoverable by the Authority from the Contractor and the Authority shall be entitled to deduct such expenses from any monies payable to the Contractor under the Order and/or any Order in force for the time being between the Authority and the Contractor and the Contractor shall forthwith pay the balance of such expenses not deducted.

**7. TERMS OF PAYMENT**

(i) Detailed priced invoices shall be sent to the Authority immediately after each delivery is made or on completion of the works and shall bear the Authority’s order number and shall quote any discount available.

1. Unless otherwise stated in the Order or agreed in writing, payment will be made, following the receipt of an invoice, within 30 days of the agreement by an Officer of the Authority that the Goods or Services have been provided to the Authority’s satisfaction. Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge. All invoices containing Value Added Tax must conform with the requirements of H.M Customs and Excise.
2. Any government or differential E.E.C subsidy available at the date of Order or occurring during the course of the execution of the Order will be claimed by the Authority.
3. **ANALYSIS OF GOODS** Should the finding of any analysis prove that any goods are below the standard specified, or agreed, or a previously analysed and accepted standard, the Contractor shall be charged with all the expenses involved and shall forthwith and at his own cost to replace all the goods supplied and if those goods have been incorporated into works provided by the Contractor shall also forthwith make good those works at his own cost.
4. **TRANSFER OF ORDER** The Order, or any part, share or interest in it, is not to be transferred or assigned by the Contractor, directly or indirectly to any person or persons whomsoever without the written consent of the Authority.
5. **HEALTH AND SAFETY AT WORK** The contractor is reminded of his duties to himself and his employees under the Health and Safety at Work Act, 1974 or any statutory amendment or re-enactment thereof for the time being in force.
6. **INDEMNITY** The Contractor will indemnify the Authority against the following:
7. Loss or damage, or injury whatsoever and whensoever arising caused to the Authority, or for which the Authority may be liable to third parties due to defective workmanship or unsound quality of the Goods or Services supplied.
8. Claims in respect of death or injury, howsoever caused, to any of the employees, or those of the agent or sub-contractors, of the Contractors or Contractor, while in or about the Authority’s sites, works or other places of business.
9. Consequential loss or damage sustained by the Authority or for which the Authority may be liable, as a result of the failure of the Contractors or Contractor to supply the materials or perform the work in accordance with the terms of the Order or Contract.
10. **DETERMINATION IN THE EVENT OF BREACH, BANKRUPTCY OR CORRUPTION**
11. If the Contractor shall make a default in or commit any breach of the Contract or of any other of his obligations to the Authority, or
12. If any distress or execution shall be levied up upon the Contractor’s property or assets, or if the Contractor shall make or offer to make any arrangement, or composition with creditors, or commit any act of bankruptcy, or if any petition or receiving order in bankruptcy shall be made in respect of him, or if the Contractor is a limited company and any resolution or petition to wind up such company’s business (other than for the purpose of amalgamation or reconstruction) shall be passed or presented, or if a receiver of such company’s undertaking, property or assets or any part thereof shall be appointed, or
13. If the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kinds as an inducement or reward for doing or not doing so or for having done or not done any action in relation to the obtaining or execution of the contract or any other contract with the Authority, or for showing, or forbearing to show favour or disfavour to any person in relation to the Contract or any other contract with the Authority or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without knowledge of the Contractor) or if in relation to any Contract with the Authority the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts, 1889 to 1916, or shall have given any fee or reward, the receipt of which is an offence under Sub-Section (2) of Section 117 of the Local Government Act, 1972.

Then in such case the Authority shall at its option:

1. forthwith determine any order then subsisting and on such determination any other subsisting orders shall be deemed to have been determined, and/or
2. forthwith determine the Contract by notice in writing to the Contractor or
3. give any receiver or liquidator or other person the option of carrying out the Contract.

Such action in each case being without prejudice to and without affecting in any way any claim, right of action or remedy which the Authority may make or exercise against the Contractor in respect of any damage, loss or liability arising or any antecedent breach of the contract and without compensation to the Contractor.

1. **NOTICES** Any notice to be given under the Contract shall be in writing and sent by facsimile transmission or forwarded by first class prepaid recorded delivery letter post to the receiving party at its business address as last notified in writing to the other party and shall be deemed to have been given on the date of facsimile transmission or on the day following that on which the notice was posted.

**14. LAW AND CONSTRUCTION**

1. The contract shall be governed by English Law and the Contractor consents to the exclusive jurisdiction of the English Courts in all matters regarding the contract except to the extent that the Authority invokes the jurisdiction of the Courts of any other country.
2. The headings of conditions are for convenience of reference only and shall not affect their interpretation.

**Gellir anfon copi oir Amodau Cytundeb hyn yn y Gymraeg at bwy bynnag syin gofyn amdanynt**