

STANDARD TERMS AND CONDITIONS OF CONTRACT FOR USE WITH  
CONTRACTS FOR THE SUPPLY OF MATERIALS AND OR THE EXECUTION OF WORK

1. "Purchaser" shall mean the Mayor and Burgesses of the London Borough of Hillingdon and shall include duly authorised agents where the context so requires  
"Supplier/Contractor" shall mean the person to whom the Purchase Order is addressed.  
"Work" shall mean the supply, delivery, erection or supervision of erection of the Materials described in the Purchase Order.  
"Materials" shall mean those described in the Purchase Order.  
"Purchase Order" shall mean the Purchaser's official order.  
"Contract" shall be taken to include the Purchase Order, and these standard terms and conditions.
2. The Materials shall not be delivered nor the Work commenced except upon the receipt by the Supplier/Contractor of a Purchase Order signed by the Purchaser.
3. The contract prices payable in respect of the Materials supplied and or the work executed are those specified in the Purchase Order.
4. The contract prices payable shall include the cost of all non-returnable packing cases or other containers. All containers which are to be returned to the Supplier/Contractor shall be legibly marked returnable and with the name of the Supplier/Contractor. The Purchaser shall not in any circumstances be responsible for the loss of or damage to such containers or in respect of any delay in their return.
5. Payment will not be made to the Supplier/Contractor in respect of the Materials supplied or work executed until the Purchaser has certified that the relevant invoice is correct.
6. The invoice should state the place where the Materials were delivered.
7. Payment must be made within 30 days of receipt and agreement of the invoice.
8. The Supplier/Contractor shall within 7 days after the delivery of the Materials or part thereof deliver to the Purchaser an invoice for the same duly completed on which there shall be a priced detailed account clearly setting forth the measurements or net weights, number or quantity, description and any other necessary particulars of the Materials supplied and shall state thereon the number of the Purchase Order for such Materials. In the event of any Materials carried by one order being delivered in more than 1 consignment the Supplier/Contractor, within 7 days of the delivery of each consignment shall deliver to the Purchaser an invoice in respect of each such consignment.
9. The date for delivery of the Materials and or the time for completion of the Work shall be that specified in the Purchase Order.
10. The Materials shall be delivered so that they reach the delivery point specified between 9.00 a.m. and 4.00 p.m. on the date or dates specified in the Purchase Order.
11. At the time of delivery of any consignment of Materials the Supplier/Contractor shall also deliver to the Purchaser a delivery note setting forth the measurements or net weight, numbers or quantity and description of the Materials delivered in such consignment and shall state thereon the number of the Purchase Order for such Materials and the Purchaser shall sign the delivery note.
12. Where Materials are supplied by weight the Supplier/Contractor upon delivering any consignment of such Materials, shall deliver to the Purchaser in addition to a delivery note as hereinbefore prescribed a Weight Ticket clearly showing the weight of the Materials in such consignment as determined over a public weighbridge named therein.  
Should the Purchaser see fit so to require any consignment as aforesaid it shall before delivery is accepted again be weighed upon the weighbridge at one of the Purchaser's depots in the presence of the Purchaser. Should the weight of the Materials in such consignment as determined by the check weighing in the presence of the Purchaser, in his opinion differ unreasonably from the weight of the same as set forth upon the Delivery Note and Weight Ticket, the cost of such check weighing together with the amount of any expenses incurred by the Purchaser in and about such check weighing including any loss sustained by the Purchaser owing to delay thereby, as determined by the Purchaser shall be paid by the Supplier/Contractor to the Purchaser, but in every other case shall be paid for by the Purchaser.
13. Materials supplied by volume shall be delivered in evenly calibrated vehicles.
14. Property in the Materials shall not pass to the Purchaser until they have been delivered in accordance with these conditions or if Work is required to be executed, until that Work is completed.
15. The Supplier/Contractor shall bear the risk of any damage to the Materials which is caused accidentally until property in the Materials has passed.
16. All goods and materials and all workmanship shall comply with the relevant British Standards Specifications or Codes of Practice. Where and to the extent that goods, materials and workmanship are not fully detailed or specified all goods and materials and all workmanship shall be of a standard appropriate to the Contract and suitable for the purposes stated in or reasonably to be inferred from the Contract and shall be in accordance with good practice.
17. The Supplier/Contractor shall only provide samples of the Materials if requested to do so by the Purchaser.
18. The Purchaser shall have power to reject any Materials supplied which are not in accordance with the Contract or are otherwise defective unless he has already accepted them. The Purchaser will not be deemed to have accepted them if he has not been given an opportunity to examine them.
19. The Supplier/Contractor shall at his risk and expense and within 7 days of receipt of a notice in writing from the Purchaser remove any Materials rejected by the Purchaser. In the event of failure to do so, the Purchaser may cause the Materials to be removed and all expenses incurred by the Purchaser in connection therewith shall be borne by the Supplier/Contractor.
20. The Supplier/Contractor shall indemnify the Purchaser against any claim for infringement of Letters Patent, Registered Design, Trade Mark, Copyright or other protected rights in respect of the Materials supplied.
21. The Supplier/Contractor shall take every practicable precaution not to damage or injure any property or persons. The Supplier/Contractor shall satisfy all claims founded on any such damage or injury which arise out of or in consequence of any operations under this Contract whether such claims are made by the Purchaser or by a third party against the Supplier/Contractor or against the Purchaser, and the Supplier/Contractor shall indemnify the Purchaser against all actions, demands, damages, costs, charges and expenses arising in connection therewith, provided however, that nothing in this condition shall render the Supplier/Contractor liable for any injury or damage resulting from any negligent act or omission of the Purchaser.
22. The Supplier/Contractor shall have in force and shall require any Sub-Contractor to have in force: -
  - (i) Employer's Liability Insurance, and
  - (ii) Public Liability Insurance for such sum and range of cover as the Supplier/Contractor deems to be appropriate but not less than five million pounds (£5,000,000) for any one accident unless otherwise agreed by the Purchaser in writing. All such insurances shall be extended to indemnify the Purchaser against any claim for which the Supplier/Contractor or any Sub-Contractor may be legally liable.
23. If either party is prevented or hindered from carrying out its obligations hereunder by circumstances beyond its reasonable control other than by weather conditions or conditions caused by weather conditions but including any form of Government intervention, strikes and lockouts relevant to the Contract, delays by Sub-Contractors (but only where such delays were beyond the control of the Sub-Contractor concerned), then the performance of such obligations shall be suspended for such time as the circumstances aforesaid last and the party affected shall not be liable for any delay occasioned thereby. Provided that if such delay shall extend for an unreasonable time the party not affected by the circumstances aforesaid may cancel the Contract and no liability shall by reason of such cancellation attach to either party. The Purchaser shall pay to the Supplier/Contractor such sum as may be equitable in respect of work performed prior to cancellation.
24. Should the Supplier/Contractor fail to deliver the Materials by the date specified in the Purchase Order for any reason not falling within Condition 23 above and/or fail to complete the Work within the time specified the Supplier/Contractor shall pay to the Purchaser 5% of the contract price for each week or portion thereof of delay up to a maximum of 20% of the contract price by way of liquidated damages and not as a penalty.

25. The Purchaser shall be entitled to determine the Contract and to recover from the Supplier/Contractor the amount of any loss resulting from such determination if the Supplier/Contractor shall have done any act intended as an inducement for obtaining any contract with the Purchaser or 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 Section 117 (2) of the Local Government Act 1972, or statutory modification or amendment thereto.
26. If the Supplier/Contractor should become bankrupt or insolvent or go into liquidation or be wound up or otherwise become incapable of carrying out his duties under the Contract the Purchaser may terminate the Contract and recover all loss, damages, claims, costs and expenses that may be incurred arising from such termination of the Contract.
27. The Supplier/Contractor shall not without the written consent of the Purchaser assign or sub-contract the Contract (which consent may be given subject to such conditions, if any, as the Purchaser may think fit to impose).
28. Failure by the Purchaser to enforce the provisions of the Contract or to require performance by the Supplier/Contractor of any of the provisions of the Contract shall not be construed as a waiver of or as creating an estoppel in connection with any such provision and shall not affect the validity of the Contract or any part thereof or the right of the Purchaser to enforce any provision in accordance with its terms.
29. The Supplier/Contractor shall as soon as is reasonably practicable repair or replace any of the Materials or part thereof or the Work which is or becomes defective during the period of 12 months from the date of delivery of the Materials or completion of the Work whichever is the later, where such defects occur under proper usage and are due to faulty design (other than a design made, furnished, or specified by the Purchaser for which the Supplier/Contractor has disclaimed responsibility in writing), the Supplier/Contractor's erroneous instructions as to use or erroneous use data, or inadequate or faulty materials or workmanship or any other breach of the Supplier/Contractor's Warranties, express or implied. Repairs and replacements shall themselves be subject to the foregoing obligations for a period of 12 months from the date of completion of the repair or replacement.
30. Notwithstanding any other provision of the Contract nothing in the Contract confers or purports to confer any right to enforce any of its terms on any person who is not a party to it.
31. The Supplier/Contractor, in carrying out the Works, will not contravene the Race Relations Act 1976, the Race Relations (Amendment) Act 2000, or subsequent legislation by discriminating against any employee or applicant for employment because of race, colour, nationality or ethnic or national origin and will have regard to the Code of Practice formulated under the Race Relations Act. The Supplier/Contractor should also be aware of the Sex Discrimination Act 1975 and the codes formulated under it, the Equal Pay Act 1970, the Disability Discrimination Act 1996 and the Manpower Services Commission's Code of Good Practice on Employment of Disabled People.
32. The Supplier/Contractor, in carrying out the Works, shall comply with the requirements of the Health and Safety at Work etc. Act 1974, the Management of Health and Safety at Work Regulations 1992, the Construction (Design and Management) Regulations 1994, the Provision and Use of Work Equipment Regulations 1992 and all other legislation and best practice from time to time in force in respect of health and safety.
33. Where the Supplier/Contractor has submitted a Tender incorporating his own conditions in respect of the Work covered by the Purchase Order and those conditions conflict with any of these Standard Terms and Conditions of Contract, then these Standard Terms and Conditions shall prevail.