

# Financial Services: Standard Conditions of Purchase

## **In these conditions:**

"Authority" means North Wales Fire and rescue Authority

"Contractor" means the recipient of the Order

"Goods" means the articles or things and "services" means the work described in the Order

1. Acceptance of this Order will be deemed to bind the Contractor to the following terms and conditions and no goods or services shall be supplied or performed except in accordance therewith. In the case of any conflict between these conditions and those of the contractors, these conditions will prevail.
2. (a) All goods supplied or services carried out must meet the governing specification(s) as to quality, standard or description stipulated in the Order.  
(b) The Authority reserves the right to reject any goods or services which are faulty or do not conform to the quality, standard or description specified in the Order.
3. All goods shall remain at the Contractor's risk until delivery to the Authority at the address stated in the Order has been completed.
4. (a) The Authority will endeavour to comply with any conditions of the contractor relating to notifications of damage or loss in transit or non-delivery of goods but the Authority shall not be deemed to have accepted the good as being in good condition and in accordance with the Order by reason of their failure to comply with such conditions  
(b) The Authority shall not be deemed to have accepted goods as being in good condition and in accordance with the Order by reason only that a signature has been given on behalf of the Authority on a delivery ticket or other form of receipt for the goods without notification of any damage or shortage being endorsed therein.
5. Rejected goods shall be removed by and at the expense of the Contractor within 14 days after the Authority has notified the Contractor of rejection. If not so removed, the Authority may return the rejected goods at the Contractor's risk and expense.
6. The Contractor shall indemnify and keep indemnified the Authority against all losses and claims for injuries (including death, illness, and disease) or damage to any person or property whatsoever which may arise out of or in consequence of the execution of this Order and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The Contractor shall (but without limiting his obligations and responsibilities under the indemnity given by the Contractor in this clause) insure against any damage loss or injury which may occur to any property or to any person by or arising out of the execution of the Order. Such insurance shall be effected in terms approved by the Authority for at least the sum of £5m or for any higher amount specified by the Authority. For contractors that supply the Authority with professional

services they will need to have a minimum of £2m professional indemnity insurance in place. The said contractor will be liable to the Authority for any resultant financial losses as a consequence of their incorrect professional advice. The Contractor shall whenever required produce to the Authority the policy or policies of insurance and receipts for payment of the current premiums

7. This Order may be cancelled at any time by the Authority giving the Contractor notice in writing. A fair and reasonable price shall be paid for all work in progress at the time of the cancellation and subsequently received by the Authority. The Authority shall not be liable for any loss to the Contractor including consequential loss.
8. This Order is issued on the understanding that your invoice will be dated on or after delivery to the address stated, not before.
9. No more than one order per invoice will be accepted.
10. The Authority accepts no liability for goods obtained or work done in the absence of an approved official order.

## **General**

- (a) Official Order numbers must be quoted.
- (b) A priced and dated invoice giving details of goods etc. supplied and any VAT payable must be sent to the invoice address.
- (c) Advice notes of all goods delivered must be sent with the goods to the place of delivery.