

The Highland Council Conditions of Purchase

1. Definitions

"Council" means the Highland Council and includes its Purchasing Officer and any other person authorised to place orders using the Council's systems.

"Seller" means the person, firm or company to whom the Order is addressed.

"Goods" means each and every item supplied, including work to be done by the Seller as specified in the Order.

2. Orders and Variations

The Council will only be bound by orders and variations placed on the official Order form and signed on their behalf. Any additional work or overtime will only be paid for by the Council if authorised as a variation.

3. Goods

The goods must:-

1. Conform as to quantity, quality and description to the details in the Order.
2. Unless otherwise described in the Order, be new and of sound material and workmanship.
3. Be similar in all respects to the samples, patterns or specifications provided or given by either party and be fit in all respects for the normal commercial or industrial use of the goods, or such other use for which the Council has informed the Seller that the goods are required.

4. Inspection

The Council will, at all reasonable times, have access to goods for the purpose of inspecting and testing them. For this purpose the Seller will provide the necessary facilities to carry out such tests as the Council may require.

5. Delivery

(a) The Council may reject, in writing, all or any part of the goods which in their opinion do not conform with the terms of the Order. The Seller must comply with any instructions overleaf in respect of place and time of delivery and a delivery note must accompany the goods. If timeous delivery is of the essence of this Order, this will be specified.

(b) Title to the goods will not pass to the Council until they have been delivered and examined and accepted by the Council as being in sound condition and good order. Signing of the delivery note giving details of the consignment will not be taken to mean that the Council have accepted the goods.

6. Rejection

The Council may reject the goods in whole or part if the goods delivered do not comply strictly with the Order, whether paid for or not, and the Council may purchase elsewhere replacements for any of the goods so rejected and any extra costs so incurred will be paid by the Seller.

Rejected goods, must be moved by and at the expense of the Seller within seven days after notice in writing having been given to him of rejection. If not so removed the Council may cause the goods to be returned to the Seller at his cost.

7. Latent Defects

Without prejudice to any other of the Council's rights the Council may require the Seller to

repair or replace or refund the cost of any of the goods which are or become defective within twelve months from the date of delivery or such longer period as may be specified in the Order.

8. Payment

The Seller will render an account for the amount due after delivery of the goods which will be paid only after being certified and passed for payment by the appropriate officials or committee of the Council. All accounts must clearly state the order number, place of delivery and indicate settlement terms.

9. Risk

Risk in the goods shall remain with the Seller until the goods are in physical possession of the Council and have been accepted by them.

10. Termination

(a) If the Seller is in breach of any of the provisions of the Order and falls within ten days of notice in writing by the Council to take such steps as are reasonable to rectify such breach, the Council may, without prejudice to any other of its rights, terminate the Order forthwith by notice in writing to the Seller.

(b) The Council shall be entitled to cancel the Order and recover from the Seller the amount of any loss resulting from such cancellation, if the Seller shall have offered or given, or agreed to give any person any gift or consideration of any kind as an inducement or reward forbearing to do, or for having done or foreborne to do any action in relation to the obtaining or execution of the Order or any other contract with the Council.

11. Law

The construction, validity and performance of this Order will be governed in all respects by the laws of Scotland. Any dispute arising therefrom will be subject to the exclusive jurisdiction of the Scottish Courts.

(Version 1)