



Crewe Town Council

TERMS AND CONDITIONS

- 1) These terms and conditions apply to all orders placed by the Council notwithstanding anything to the contrary in the recipient's conditions of sale of trade or other documents or communication. No variation of these terms will have any effect unless expressly agreed by the Council in writing.
- 2) All goods and materials used or supplied and all workmanship shall be at least of the standard required by the appropriate International Standard Specification or Code of Practice issued by the International Standards Organisation current at the date of this order.
- 3) The contractor shall comply with the requirements of the Health and Safety at Work Act 1974, relevant statutory provisions and approved Codes of Practice.
- 4) No promotional offers shall be made except in the form of a cash discount to the Council.
- 5) The Council can cancel this order and recover any resulting loss if the recipient or his employees or agents with or without his knowledge:
 - a) does anything improper to influence the Council to give him the order;
 - b) commits an offence under the Prevention of Corruption Acts 1889 to 1916 or 117(2) of the Local Government Act 1972.
- 6) If this order is not completed properly or the time limit not met, the Council can:
 - a) Cancel this order;
 - b) complete the order;
 - c) take legal action against the recipient of this order.
- 7) This order is not valid unless signed by an authorised officer of the Council.
- 8) Ownership of goods and service delivered shall be transferred to the Council at the point of delivery.
- 9) The Council will endeavour to make payment as soon as practically and legally possible. Payments must in all but exceptional circumstances be made following approval at a meeting of Council. This may lead to a delay of up to 60 days.
- 10) The contractor shall indemnify the Council against any claims whether to persons or property as a result of any works and the materials used in carrying out the contract.
- 11) The contractor shall arrange and maintain, for the term of the contract, the necessary insurances.