

LONDON BOROUGH OF LAMBETH – TERMS OF PURCHASE

1. Definitions

1. 'Buyer' means the Council of the London Borough of Lambeth.
2. 'Conditions' means the terms and conditions of sale set out in this document and any special terms and conditions agreed in writing by the Seller.
3. 'Goods' means the Goods described in the specification set out in Schedule 1
4. 'Purchase Order' means the form sent to the Seller by the Buyer ordering the Goods and specifying the time and place of delivery.
5. 'Price' means the price for the Goods including carriage, packing, insurance, but excluding VAT and Excise licences.
6. 'Schedules' means the Schedules attached to these General Conditions.
7. 'Seller' means the person selling the Goods to the Buyer.
8. 'Week' means a period of 7 days.

2. Conditions Applicable

1. All orders for Goods shall be deemed to be an offer by the Buyer to purchase Goods pursuant to these Conditions.
2. Any variations to these Conditions (including any terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller.
3. The Seller shall not assign or sub-let this Contract or any part thereof without the previous written consents in writing by the Buyer.
4. Orders may be made by remote data transmission or in writing. Should the supplier receive faulty or incorrect electronic messages, orders and so on, he shall inform us of this without delay. Orders that do not comply with the London Borough of Lambeth standard format do not put us under any obligation whatsoever and will not be paid for, even if such orders were made by members of our staff.

3. The Price and Payment

1. The Price shall be as tendered by the Seller and shall be binding on the Seller. The Price is exclusive of VAT, which shall be due at the rate ruling on the date of the Seller's invoice.
2. Payment of the Price and VAT by bank transfer is made under reserve of subsequent invoice verification within 30 days of the date of invoice.

4. The Goods

1. The Goods shall be manufactured and supplied in accordance with the description contained in the Buyer's specification, below and manufactured in accordance with all applicable British and EC Standards which relate specifically to the Goods.
2. The Goods shall be as described in the specification contained in Schedule 1.
3. The Goods shall be fit for the purpose for which they are required.
4. The Goods shall be of a quality to ensure the continuous operation under all reasonable conditions, considering the purpose of the Goods.

5. Warranties and Liability

1. The Seller warrants that the Goods will at the time of delivery correspond to the description given by the Seller in condition 4 above and also warrants the fitness for purpose, merchantability or condition of the Goods whether expressed or implied by statute or common law or otherwise. The Seller also warrants that the Goods shall comply with all statutory requirements relating to the Goods and health and safety in force on the day of delivery.
2. The Seller undertakes that he will ensure that any pre-delivery work specified by the Manufacturer or Concessionaire is performed and that he will obtain for the Buyer from the Manufacturer or Concessionaire the benefit of any warranty or guarantee given by him to the Seller or to the Buyer in respect of the Goods.

6. Inspection

1. The Buyer shall be entitled to inspect the Goods during construction and upon delivery of it to the Buyer and to notify the Seller within two days if the Goods are unsuitable for the purpose of the hire or unacceptable due to the condition of the Goods being such that they do not comply with the Legislation governing the use and operation of motor vehicles or other than specified in condition 4 above. If the Goods are rejected the Seller will within one week carry out all works in order to allow the Goods to comply with the requirement of this agreement. If the Seller fails to carry out all works in order to allow the Goods to comply with the requirement of this agreement within one week of the Goods being rejected by the Buyer then the Buyer will cease to be under an obligation to pay any monies due under this agreement and the Seller shall remove the Goods forthwith. The Buyer may also obtain the Goods from another supplier and may recover from the Seller any additional costs incurred from the Seller as a debt.

7. Delivery of the Goods

1. Delivery of the Goods shall be made as specified on an Order. The delivery dates or deadlines included in our order are - with the exception of force majeure - binding and refer to the date of arrival to the destination address. If the delivery or performance is not on time we are entitled to claim all the legal rights that arise as a result of this. The supplier shall inform us immediately of any delays in delivery that he becomes aware of. Any deliveries made in advance, deliveries outside of the delivery time indicated by us as well as partial or multiple deliveries require our prior approval.

8. Acceptance of the Goods

1. The Buyer shall be deemed to have accepted Goods after delivery and successful testing to the Buyer.

9. Title

1. Title shall pass to the Buyer on delivery of the Goods.

10. Indemnity

1. The Seller shall indemnify the Buyer against all loss actions claims demands proceedings (whether criminal or civil) costs legal expenses and calls liabilities judgements damages or other sanctions whenever arising directly or indirectly from the Seller's failure or alleged failure to carry out its duties under these General Conditions. The Seller shall indemnify the Buyer against all claims for damages or personal injuries, including legal costs, in respect to the Vehicle through it's servants or agents negligent act or omission.

11. Remedies of Buyer

1. Where the Buyer rejects the goods the Buyer will cease to be under an obligation to pay any monies due under this agreement and the Seller shall remove the Goods forthwith. The Buyer may also obtain the Goods from another supplier and may recover from the Seller any additional costs incurred from the Seller as a debt.
2. Where the Buyer accepts or has been deemed to have accepted any Goods then the Seller shall be liable to the Buyer in respect of those Goods but only in the terms expressed in condition 10 above.
3. The Seller shall be liable to the Buyer for the late delivery or short delivery of the Goods and in this respect the Buyer will cease to be under any obligations to make payments to the Seller under these General Conditions. The Buyer shall also obtain the Goods from another supplier and may recover from the Seller any additional costs incurred from the Seller as a debt.
4. The Buyer shall be entitled to cancel this Contract and to recover from the Seller the amount of any loss resulting from such cancellation if the Seller has failed to comply with some term or condition of this agreement, and that such failure or breach is incapable of remedy, or in the event of levying of any distress of execution against the Contractor or the making by him or her of any composition or arrangement with creditors or being a company, the

Contractor's, liquidation, or in the event that the Client shall have offered, or given, or agreed to give to any person any gift, or consideration of any kind as an inducement or reward for doing, or forbearing to do, or having done or forborne to do any action in relation to the obtaining of the Contract or any other contract with the Council, or for showing or forbearing to show favour or disfavour to any person employed by the Client or acting on the Client's behalf (whether with or without the knowledge of the Client), or if in relation to the Contract or any other contract with the Council the Client or any person employed by the Client or acting on the Client's behalf shall have committed any offences under the Public Bodies Corrupt Practices Act 1887, Prevention of Corruption Acts 1884-1906 and or Section 117 of the Local Government Act 1972 or shall have given any fee or reward to any member or officer of the Council which shall have been exacted or accepted by such officer by virtue of its office or employment and is otherwise than such officer's proper remuneration.

12. Waiver

1. Failure by the Buyer at any time to enforce the provisions of these Conditions of sale or to require performance by the Seller of any of the provisions of the Contract may not be construed as a waiver of such provision and will not effect the validity of the Contract or any part thereof or the right of the Buyer to enforce any provision in accordance with its terms.

13. Proper Law of Contract

1. This contract is subject to the law of England and Wales.