

STANDARD CONDITIONS OF ORDER LONDON BOROUGH OF WALTHAM FOREST

1. In the Contract (which will be made by the acceptance of a Tender in whole or in part, and will comprise the Tender as so accepted and the Memorandum of Acceptance, the Special Conditions, the Specification and Schedule and these Standard Conditions) the expression “the Contractor” means the person, firm or company whose tender is accepted either in whole or in part and in addition (where the context so admits) his or their personal representatives or successors, as the case may be, and permitted assigns; the expression “the Council” means The Mayor and Burgesses of the London Borough of Waltham Forest; and the expression “the Chief Officer” means the Chief Officer or Head of Directorate of a Directorate for the time being of the Council; and the contract shall be construed accordingly.
2. The quantities stated in the Specification and/or Schedule are those which are estimated as the probable requirements of the Council for the period of the Contract but the Council may at its option require the supply and delivery under any item in the Specification and/or Schedule of any quantity greater or less than the quantity specified in such item, provided, however, that in no case shall the Contractor be bound to supply in such quantity as to exceed the quantity specified by more than 10 per cent.
3. The goods to be supplied under the Contract are to be of the quality or sort and weight or measure (exclusive of packages) mentioned in the Specification and/or Schedule, and shall correspond in all respects with the Council's Standard samples (if any) or (if so provided in the Tender) with the samples submitted by the Tenderer (which shall, on the acceptance of the Tender by the Council, in such event become the standard samples for the purposes of the Contract); and be such as the Council, or its officers duly authorised, shall approve.
4. As regards any goods comprised in the Contract, or any component part or ingredient of such goods, which may be or become subject to the payment of the Government duty or tax, the actual amount of any new duty or tax, or of any increase or decrease in existing duty or tax, payable in respect of such goods supplied under the Contract, or in respect of any component part or ingredient thereof, shall in the case of a new duty or tax or increased duty or tax, be allowed to the Contractor and, in the case of a decreased duty or tax, be allowed to the Council; provided always that no allowance under this clause shall be made in respect of any such duty or tax imposed or altered by statutory enactment or order made before the date of the Tender.
5. The goods are to be delivered free of charge to the Council at the appropriate Council offices or to such other place as the Council may direct and at the risk of the Contractor, in such quantities, at such times, and in such manner only as the Council or its officers duly authorised may from time to time order upon the official form. The Council will not be liable for goods ordered in any other manner.

6. The services must be carried out by the Contractor at the place specified in the order at the time or times stipulated by or on behalf of the Council, or if no time stipulated, within a reasonable time.
7. The property in the goods shall not pass to the Council until they have been received into the possession of the Council at the place of delivery specified in the order, and safe receipt of the goods has been duly acknowledged by or on behalf of the Council without prejudice to any rights of rejection which may accrue to the Council under these conditions.
8. Any goods delivered, which, in the opinion of the Council or its authorised officers, are not of the stipulated sort, quality, quantity, weight or measure, or not otherwise approved, may be rejected. Rejected goods are to be removed by and at the expense of the Contractor immediately after the notice of such rejection, and the Contractor shall, if so required, supply and deliver other goods in lieu thereof to the approval of the Council or its authorised officers within seven days after the notice of such rejection. If any rejected goods are not removed within three days after notice to the Contractor of such rejection, the Council may cause the same to be removed, sold or otherwise disposed of, and charge the Contractor with all expense incurred in such removal, sale or disposal, and the Council shall not be liable for any damage or loss thereby sustained by the Contractor, and any money paid by the Council to the Contractor in respect of any rejected goods not replaced by the Contractor within seven days, together with any additional expenditure over and above the contract price reasonably incurred by the Council in obtaining other goods in replacement, shall be paid by the Contractor to the Council.
9. This order must be acknowledge by the Contractor within seven days of receipt.
10. On each occasion on which goods are despatched, the Contractor shall send an Advice Note, quoting the order number, to the place of delivery specified in the order.
11. Packing cases will not be paid for by the Council unless otherwise stipulated in the order.
12. Except in so far as expressly varied or negatived by these Conditions, the Conditions and Warranties implied by the Sale of Goods Act 1893, or any statutory re-enactment or modification thereof, shall apply to this order. The Contractor also warrants that the design, construction and quality of goods to be supplied under the contract comply in all respects with all relevant requirements of any statute, statutory rule or order, or other instrument having the force of law which may be in force at the dates when the good or goods may be supplied.
13. (i) The Contractor shall deliver the goods at the time specified in the order. Time shall begin to run from the date appearing on the order.
(ii) In case the Contractor shall not deliver any goods ordered within the period limited by the order, or shall not, within the time hereinbefore mentioned, supply and deliver other goods to the approval of the Council or its authorised officers in place

of any goods rejected as aforesaid, the Council may obtain from other sources goods in lieu of those not delivered or so rejected, as the case may be, and any excess of cost so incurred by the Council, together with all charges and expenses attending the purchase, shall be repaid to the Council by the Contractor.

14. Nothing contained in the Contract shall be held to restrain the Council from contracting with persons other than the Contractor for the supply of any of the goods the subject of the Contract if it shall in its discretion think it fit to do so, but the Council will not exercise this power so long as the Contractor satisfactorily carries out all the conditions of the Contract, except in cases of emergency or of circumstances which could not be foreseen when the Contract was entered into.
15. Any notice to the Contractor shall be in writing and shall be deemed sufficiently served if given to the Contractor or his duly authorised agent, or left for, or sent by post addressed to him at his usual or last known place of abode or business, or, in the case of an incorporated company, at the registered office of the company. Any notice to the Council shall be in writing and shall be sufficiently served if sent by registered post to the Head of Legal and Democratic Services of the Council at Town Hall, Forest Rd, Walthamstow, London, E.17 4JF.
16. The Contractor shall not sell or dispose of to any person or body, other than the Council, any articles stamped or marked London Borough of Waltham Forest or bearing any other indication that such articles were manufactured for the Council, and should the Council reject or refuse to accept delivery of any such articles so stamped or marked, the Contractor shall forthwith effectually efface each stamp or mark from such articles. In the event of the Contractor selling or disposing of any articles contrary to this condition, he shall pay to the Council as liquidated and ascertained damages the sum of £5 for every such infringement.
17. The Contractor shall not, in connection with the Contract use, manufacture, supply or delivery any process, article, matter or thing, the user, manufacture, supply or delivery of which would be an infringement of any patent or patent rights, and the Contractor shall indemnify the Council from all proceedings, damages, costs, expenses, loss and liability which the Council may sustain, incur, or be put to by reason or in consequence directly or indirectly, or any breach of this provision (whether wilful or inadvertent), and against the payment of any royalties or any other moneys which the Council may have to make to any person or body entitled to patent rights in respect of any process, article, matter or thing used, manufactured, supplied or delivered by the Contractor in connection with the Contract.
18. (i) If the Contractor shall become bankrupt or have a Receiving Order or Administration Order made against him or shall make any composition or arrangement with, or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors or shall purport to do so, or if in Scotland he shall become insolvent or notour, bankrupt, or any application shall be made under any Bankruptcy Act for the time being in force for sequestration of his estate, or a trustee shall be granted by him on behalf of his creditors, or if the Contractor, being a company, shall pass a resolution, or the Court shall make an Order that the

Company shall be wound up (not being a members winding-up for the purpose of reconstruction or amalgamation) or if a receiver, or manager on behalf of a creditor, shall be appointed, or if circumstances shall arise which entitle the Court or a creditor to appoint a receiver or manager, or which entitle the Court to make a Winding-up Order, and the Council shall be at liberty;-

(a) to cancel the order summarily by notice in writing without compensation to the Contractor, or

(b) to give any such receiver or liquidator or other person the option of carrying out the contract.

(ii) The exercise of any of the rights granted to the Council under sub-clause (i) hereof shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter to the Council.

19. The Contractor shall not offer, pay or give, or cause to be offered, paid or given, directly or indirectly, any fee, gratuity or reward in money or in any other form to any person in the employ of the Council.

20. The Council shall have the power to cancel the Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor 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 for having done or forborne to do any action in relation to obtaining or execution of the contract or any other contract with the Council, or for showing or forbearing to show favour or disfavour to any other person in relation to the contract or any other contract with the Council or if the like acts have shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any contract with the Council the Contractor or any person employed by or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts 1989 to 1961, or any amendment thereof, or any amendment thereof, or shall have given any fee or reward the receipt of which is an offence under Section 117 of the Local Government Act 1972.

21. (i) The Contractor shall be prohibited from transferring or assigning directly or indirectly, to any person or persons whomsoever any portion of the contract without the written permission of the Council. (Sub-letting other than that which will may be customary in the trade concerned, shall be prohibited).

(ii) The Contractor shall not without the Consent in writing of the Council assign or transfer the contract or any part of it to any other person, except as part of a company amalgamation or reconstruction.

(iii) The Contractor shall not without the consent in writing of the Council sub-let the contract or any part thereof other than for materials, minor details or for any part of the goods of which the makers are named in the order or the specification, but this shall not prevent the contractor sub-letting part of the contract to any Company which is a member of the Group to which the supplier belongs or a Company with whom the Contractor is associated. Such consent shall not relieve the Contractor of any of his obligations under the contract.

(iv) In the case of a contract based on a fluctuating price, the Contractor shall notify the Council in writing not less than seven days in advance of its intention to deliver goods which are at a price in excess of the existing price or the price current at the time of delivery of the previous good or goods by reason of increases in manufacturing costs. The Council will notify the Contractor of its approval in writing within a reasonable time.

22. The Contractor shall be responsible for any damage or injury howsoever caused to persons or property in connection with the execution of the Contract, and shall indemnify the Council against any claim for accidents or loss consequent upon any act, neglect or omission of the Contractor, his servants, agents or workmen. Provided always that nothing herein contained shall operate to render the Contractor liable for any damage, injury or accident, which may be due to any act of neglect of the Council or its servants.
23. Neither the Council nor the Contractor shall be bound by any variation, waiver or, or addition to, these conditions except as agreed by both parties in writing and signed on their behalf.
24. The Contractor shall, without limiting his obligations and liabilities under the contract, insure the Council and the Contractor jointly against all risks, claims and liability to pay damages or compensation under the Fatal Accidents, Workmen's Compensation and Employer's Liability Acts or any extension or modification of those Acts, or a Common Law, in respect of any accident or injury to any workman or other person, whether in the employment of the Contractor or not, or to any property arising out of or in connection with the performance of the contract, and shall keep himself and the Council so insured as may be necessary from time to time until the completion of the contract. Such insurance shall be effected with a company approved by the Council and the Contractor shall produce to the Borough Treasure of the Council whenever required the policy or policies of insurance as aforesaid, together with the receipts for the payment of the premiums due thereon.
25. In the event of any breach of the above Conditions, the Council shall be at liberty to cancel the contract and to recover from the Contractor any expenses incurred by them arising in any way whatsoever out of such breach.
26. If any dispute shall arise between the Council and the Contractor as to the construction of the Contract, or as to any materials or workmanship, or any matter or thing arising out of the Contract or in relation thereto, the same may in the first instance (if the Contractor so desire) be considered by the appropriate Committee of the Council with a view of settling if possible, any such dispute, and the said Committee will, in connection therewith, consider any statement in writing which may be made by the Contractor in relation thereto. If any such dispute be not settled between the said Committee and the Contractor the same shall thereupon be referred to the decision of an arbitrator to be agreed between the parties.

27. THE CONSTRUCTION (HEAD PROTECTION) REGULATIONS 1989.

Your attention is drawn to your obligations under the above.

Should the work you are undertaking require your personnel to wear head protection and this is not being carried out the Council's officers will take appropriate action under the legislation.

ASBESTOS – ORDERS FOR WORK TO BE CARRIED OUT IN BUILDINGS

ASBESTOS

All contractors are reminded of the hazards associated with asbestos. If at any stage it becomes apparent that an operation may involve the release of asbestos fibres, such work should not proceed until the Supervising Officer has been contacted and precautionary measures to protect the building occupants have been confirmed. This does not affect the Contractors responsibilities in respect of employees and third parties.