BOWMER KIRKLAND

MATERIALS ORDER

JOB No.	ORDER No.
63056	**/ 255247P**

Bowmer and Kirkland Limited
High Edge Court, Heage, Belper, Derbyshire DE56 2BW
Tel: 01773 853131 Fax: 01773 856710

Registered Office: Heage, Derby
VAT No. 125 7674 54
Registered in England No. 701982

NORTH WEST

Date : 28/08/2020 Ref : LW/WB

Delivery :

Terms of Payment :

SEND ALL INVOICES TO : High Edge Court, Heage, Belper Derbyshire DE56 2BW

To :

MANCHESTER CITY COUNCIL
-

Site :

BOWMER AND KIRKLAND LIMITED SITE OFFICE
NOMA Plot 4
4 Angel Square
Corporation Street
MANCHESTER
M4 4DU
Phone 07771 730 828
Mark Taylor

Quantity	Unit Price	Code

BY EMAIL TO planning@manchester.gov.uk
j.armstrong@manchester.gov.uk

Planning Consent Nr 123437/FO/2019

Payment made to the value of £116.00 (zero VAT)

***** PLEASE NOTE: All HGV's (over 3.5T gvw) arriving on this site, must conform to the CLOCS Standard for construction logistics. *****

*****PLEASE NOTE – A MASK/FACE COVERING MUST BE WORN FOR ALL DELIVERIES MADE*****

This order has been raised by Liam Welch - Telephone: 01773 857583

***** PLEASE ISSUE A VAT RECEIPT FAO MITCHELL WILSON / SARAH HALLSWORTH AT THE ABOVE REGISTERED OFFICE ADDRESS *****

All delivery drivers must be responsible for and wear their own personal protective equipment.

PAYMENT - TO AVOID DELAY

ALL invoices and advice notes MUST quote our Job No. and Order No.
Invoiced prices MUST agree with our Order.

FOR BOWMER AND KIRKLAND LTD.

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BOWMER + KIRKLAND

BOWMER AND KIRKLAND LIMITED
STANDARD TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

1.1 'The Buyer' means Bowmer and Kirkland Limited.

1.2 'The Seller' means the person(s), firm or company to whom this order is addressed.

2. ACCEPTANCE

2.1 The Seller's actual commencement of execution of the order, notification of, or actual delivery of the goods, will signify the Seller's acceptance of these conditions of purchase. In the case of any conflict between these conditions and those of the Seller, whether notified before or after the date hereof, the Buyer's conditions shall prevail.

3. DELIVERY

3.1 Unless otherwise stated on the order the goods must be supplied, delivered and off-loaded, carriage paid, wherever and whenever the Buyer may direct at the Seller's risk.

3.2 When the Seller provides Mechanical Off-Loading he must comply with the current Health and Safety Legislation including "The Provision and Use of Work Equipment Regulations 1998" (PUWER 98) and "The Lifting Operations and Lifting Equipment Regulations 1998" (LOLER 98) and certifying documentation MUST be presented to the site management upon arrival on site.

3.3 No deliveries will be accepted outside the Buyer's normal site working hours or at weekends without the consent of the Buyer. It will be up to the Seller to ascertain the working hours of the particular site.

3.4 Goods must be accompanied by an advice/delivery note which must state the order number and date of the Buyer's order, the job number, delivery address and full description and also quantify the goods delivered, this is to be acknowledged with the clear signature of an authorised person appointed by the Buyer.

3.5 In the event of the Buyer's contract with his employer being cancelled, delayed or interrupted or otherwise restricted by force majeure, lock out, strikes by workmen or any other causes whatsoever beyond his control then the Buyer shall be at liberty to defer the date of delivery of goods, cancel or vary the order or any part thereof.

3.6 The Buyer reserves the right to cancel this order or any part hereof in the event of non-delivery or non-compliance within the period or periods specified by the Buyer on this order. The Seller will be held liable for any direct or consequential loss or expense incurred or suffered as a result of such non-delivery or non-compliance, including any extra costs incurred by the Buyer obtaining goods elsewhere.

3.7 The Seller shall not exceed the quantities stated on the order without receipt of addendum order issued by the Buying Department. The Buyer will not be liable for any goods which are supplied in excess of the quantities stated on the order and payment will only be made for the materials and quantities stated on the order.

4. QUALITY

4.1 The materials supplied must be suitable for the purpose for which they are intended and must comply in all the respect with the appropriate current British Standard, Code of Practice and UK Legislation, unless otherwise specified on the order and must meet with the approval of the Client's Representatives.

4.2 All goods supplied shall conform as to the quality, description and specification stated in the order or attachments excepting that information shown on drawings and specification will take precedence over that implied in the Bill of Quantities. Where discrepancies exist clarification must be sought.

5. PAYMENT

5.1 A separate invoice for each order must be sent and clearly show the order number, job number and delivery address and must clearly describe and quantify those goods supplied making them easily identifiable with the description given on the order.

5.2 Payment will be made at the end of the month following the month in which the goods were supplied.

5.3 Invoices must be received no later than the 10th of the month following the month in which these goods were supplied. Invoices received after the 10th will be treated as having been received in the following month without loss of trade or cash discount.

5.4 The supplier shall not without the written consent of the Buyer assign the debt or any interest therein, including what is commonly known as 'factoring'.

6. RESPONSIBILITY

6.1 The Buyer will not accept responsibility for goods until actual delivery is made to the destination specified and it has been reasonably possible to check the particulars and condition of the goods.

6.2 Where the Buyer's representative has been unable to carry out a close inspection of the goods delivered, for whatever reason, his signature on the advice/delivery ticket shall not constitute the Buyer's acceptance of the goods or prejudice his rights to any conditions contained therein.

6.3 The Buyer will be entitled to inspect and test the goods as appropriate prior to or after delivery, and to charge the Seller with the costs of testing any goods which prove to be inferior.

7. PRICES

7.1 The price, discount or any additional charges shall be as set out in this order. In the event the Seller wishes to vary any such price, discount or additional charge then it shall give written notice prior to Completion of the Order to the Buyer of it's intentions to do so. The Buyer shall only be responsible for the proposed increase to the extent that it has given written approval in the form of a revised order to the Seller incorporating the amended figures. The Buyer shall be entitled to request details of justification for such proposed amendments and in the event of not receiving same shall have the option of cancelling the order without prejudice to any other rights or remedies it may have against the Seller.

7.2 In the event that the Seller fails to give reasonable notice to the Buyer in accordance with 7.1 above then where the increase could reasonably have been foreseen the Buyer shall have the right to insist on the prices originally agreed or to recover any additional costs from the Seller incurred by it in consequence of the late notification.

8. ASSIGNMENT

8.1 The Seller shall not assign or sub-let the full or any part of this order without the Buyer's written consent.

9. PASSING OF PROPERTY

9.1 The property of any goods comprised in this order shall pass to the Buyer with delivery and acceptance by the Buyer's servants and employees. The Seller shall not in any circumstances whatsoever retain or purport to reserve to itself titles in such goods or any part thereof.

9.2 The provision of clause 9.1 shall operate without prejudice to any right of rejection of goods or any part thereof under these conditions.

10. PACKAGING

10.1 No charge will be accepted by the Buyer for packaging crates or other containers or pallets, palletisation or the like unless specifically agreed and shown on the order.

11. PATENTS

11.1 The seller warrants that the design, construction and quality of all goods to be manufactured or supplied by him comply in all respects with any statute, statutory rule or order, or regulations which may be in force at the time and further that the sale or use of the goods to or by the Buyer will not infringe any British or Foreign patent, trade mark, trade name and registered design. The Seller undertakes to indemnify the Buyer against any loss, damage, liability, cost or expense incurred or suffered by the Buyer by reason of any breach of the said warranties.

12. STORAGE

12.1 If for any reason the Buyer is unable to accept delivery of the goods at the specified time, the Seller shall store the goods, safeguard them and take all reasonable steps to prevent the deterioration until their actual delivery. Any additional costs which may be incurred by the Seller must first be notified to and agreed by the Buyer in writing.

13. WAITING TIME

13.1 The Buyer shall not be liable for any waiting time incurred by the Seller in the execution of off-loading goods, unless agreement has been reached with the Buyer's Purchasing Department.

14. BANKRUPTCY OR LIQUIDATION

14.1 If the Seller commits an act of bankruptcy or enters into liquidation or has a provisional liquidator or receiver appointed or enters into any arrangement or composition with his creditors, then the Buyer may determine this contract at any time thereafter and shall be liable to pay for only such goods and materials as have been by that date properly delivered and shall be entitled to deduct from any monies so payable any loss or expense as a result of such determination.

15. HEALTH AND SAFETY

15. The Seller shall ensure that all goods supplied will be free from any hazard to safety or health in their normal use. Before supply, the Seller must indicate to the Buyer, in writing, any inherent hazard or defect and any health and safety precautions that must be taken.

15.2 The Seller is to provide the site at the time of delivery, a copy of the hazard data sheet relating to the materials being supplied against this order in full compliance with the C.O.S.H.H. Regulations.

16. BREACH

16.1 The Buyer reserves the right to contra charge the Seller or deduct monies otherwise due to the Seller in settlement of this or any other account for any of the following reasons:

16.1.1 Breach of contract with regard to the contract conditions binding upon the Buyer and any event to which the Buyer becomes liable due to any failure or negligence on the part of the Seller.

16.1.2 Delays and standing time for labour and plant on site that may be directly attributed to the failure of the Seller to comply with the instructions of our order.

16.1.3 The costs of remedial works or consequential damages where it is established that such costs are attributed to the fault or failure of the goods supplied by the Seller.

17. CANCELLATIONS

17.1 The Buyer reserves the right to cancel this order in whole or part, in the event of the Seller not complying with the stated conditions and requirements of this order. Any other terms and conditions expressed or implied in the Seller's quotation will not apply unless agreed in writing. The Buyer shall not be liable to the Seller for any loss caused by such cancellation.

18. YEAR 2000 COMPLIANCE

18.1 All goods and services supplied in respect of this order must satisfy Year 2000 Conformity Requirements as stipulated in B.S.I. Document 'DISC PD2000-1:1998'.