**TERMS AND CONDITIONS**

The following terms shall have the following meanings:

“Authority”: Shropshire and Wrekin Fire Authority, acting through their agent Shropshire Fire and Rescue Service

“Supplier”: The recipient of the Order

“Services”: the items, including goods, works and services described on the Order

**General**

1. Acceptance of this Order will be deemed to bind the contractor to the following terms and conditions and no Services shall be supplied or performed except in accordance with these conditions.
2. In the event of any conflict between these conditions and those of the contractor, these conditions shall prevail. If the contractor does not accept these terms and conditions the contractor must not carry out any activity associated with the Services and must return this Order stating that they are unable to carry out the Services.
3. In the event of any conflict between these conditions and any specific conditions issued by the Authority in contract documents associated with the Services stipulated on this Order, the conditions in the contract documents shall prevail.
4. The Authority accepts no liability for Services obtained in the absence of an official order.

**Quality**

1. All Services supplied must meet the specification as to quantity, quality, standard or description stipulated on the Order.
2. The Supplier warrants that all Services or items supplied shall be fit for purpose and compliant will appropriate legislative standards.
3. The Authority reserves the right to reject any Services that are faulty or do not conform to the quality, standard or description specified in the Order.
4. All Services shall remain at the Contractors risk until delivery to the Authority at the address stated on the Order has been completed.
5. The Authority shall not be deemed to have accepted Services as being in a suitable condition and being in accordance with the Order, or acceptance of any further terms and conditions by reason only that a signature has been procured on behalf of the Authority on a delivery ticket or other form of receipt of Services without notification of any damage, shortfall or exclusions being endorsed thereon.
6. Rejected goods shall be removed by and at the expense of the Supplier within 14 days after the Authority has notified the Supplier of such rejection. If not so removed, the Authority may return the rejected Services at the risk and expense of the Supplier.
7. The Supplier agrees to keep the Authority fully indemnified against all actions, claims, costs, expenses and damages brought against, or suffered by the Authority arising out of any breach whatever by the Supplier and against all legal costs and other expenses arising therefrom.
8. All packaging must comply with the requirements of the Packaging (Essential Requirements) Regulations 1998 and be minimal to protect the product. Only timber and timber products from sustainable managed sources is to be supplied under this contract.

**Cancellation**

1. The Authority upon giving written notice to the Supplier may cancel this Order at any time. A fair and reasonable price shall be paid for all work in progress at the time of the cancellation and subsequently received by the Authority. The Authority shall not be liable for any loss to the Supplier.
2. This purchase is not exclusive and SFRS reserves the right to purchase similar goods or services through other arrangements.

**Documentation**

1. The number stated on the Order must be quoted on all advice/delivery notes, invoices or other documentation related to this Order.
2. This Order is issued on the understanding that the invoice will not be issued until after delivery of the Service to the address stated on the Order.
3. A dated invoice giving details of Services supplied, price and VAT if payable must be sent to the invoice address.
4. Payment for Services received will be made within 30 days of receipt of a correctly issued invoice.

**Equality and Fairness**

1. The supplier must ensure that their staff, subcontractors, SFRS employees and any other person affected by the works are treated with respect and dignity at all times.

**Gifts and Hospitality**

1. SFRS employees are required to refuse any gifts or hospitality offered unless they are small, promotional gifts of token value. Employees must refuse gifts or hospitality where any suggestion of improper influence is possible. Hospitality should only be accepted where it is on a scale appropriate to the circumstances, reasonably incidental to the occasion and not extravagant and where no cause for adverse criticism could reasonably arise.

**Reporting of Illegality and Malpractice (Whistle blowing)**

1. SFRS is committed to the highest levels of equality, fairness and corporate governance. As part of that commitment we have policies that encourage employees and others (including suppliers), who have serious concerns about illegality or malpractice, to speak up without fear of reprisal. Any supplier with an honest and reasonable suspicion that illegality or malpractice has occurred, is occurring or is likely to occur should report this to the Contract Manager, or if that is not appropriate to the Head of Resources, Treasurer or Chief Fire Officer.

**Freedom of Information Act**

1. SFRS are subject to the provisions of the Freedom of Information Act. As a supplier to a public authority you may be required to disclose any information held on behalf of SFRS in accordance with the legislative requirements. SFRS may be required to disclose any information it holds about your company or contracts it holds with you, including cost and performance if this is held to be in the public interest.

January 2015