

# ASHTON & MOORE SPECIAL CONDITIONS OF CONTRACT

Applicable in all cases where Ashton & Moore order involves work on Ashton & Moore premises.

The placing and acceptance of this order implies the acceptance of the following special conditions and which are deemed to override any other conditions imposed by either party.

- (a) (i) The contractors shall not sub-contract the work or any part of it without the consent of the Company.
- (ii) It is the responsibility of the contractor to ensure that his agent(s) or sub-contractor(s) are made fully aware of the **Ashton & Moore conditions of contract** and do accept them.
- (b) The contractors and their authorised sub-contractors (if any) and their respective workmen will commit no act on the Company's premises which will render the Company liable at common law or by virtue of any statute as occupiers and that the contractors and their authorised sub-contractors and their respective workmen shall observe all statutory provisions and regulations relating to the safety of persons using the Company's premises, and shall observe the Company's Manual of safe working practices which will be made available to the contractor or their sub-contractors (if any) who shall be deemed to have knowledge of its contents.
- (c) The workmen of the contractors or their sub-contractors shall on first arrival report to:
- The Company's reception
- And shall not commence work until permission in writing has been given to them.
- (d) The contractors assume all liability for and give the Company a complete indemnity against all actions, suits claims and demands under any statute or at common law by any company, corporation, local authority or corporate body or person or persons whatsoever including the Company's employees

and/or the contractors' employees or those of any authorised sub-contractor or the personal representatives or dependants of any such employees in respect of Damage to property or personal injury or disease to Persons arising out of or in connection with the execution of the order. Provided always that nothing herein contained shall render the contractors liable for any damage to property or injury to persons which shall arise by reason only of the negligence or default of some person or persons in the Contractor's employ.

- (e) The contractors or their authorised sub-contractors shall insure and keep insured during the period of the contract their liabilities under clause (d) and the indemnity provided by such insurance shall be for a sum of not less than: Five Hundred Thousand Pounds (£500,000) For any one incident.

The contractors shall submit or cause the sub-contractors to submit as the case may be such policies of insurance together with the relevant renewal premium receipts to the Company for examination as and when requested. Should the contractors make default in so doing the Employer may insure against any risk with respect to which the default shall have occurred and may deduct the premiums paid from any monies due or to become due to the contractors.

- (f) Any authority given by the Company for the contractors to sub-contract the work or any part thereof shall not impose any duty on the Company to enquire into the competency of any authorised sub-contractors but the contractor shall take all steps to satisfy themselves that any authorised sub-contractor is competent and that the work will be properly done.

## GENERAL CONDITIONS OF PURCHASE.

1. The Company will not be liable for any orders, except such as are made on the official form duly signed.
2. Detailed delivery note and a priced invoice, bearing our order number must be sent to the address on the order, the same day as goods are despatched.
3. Goods received at these works after the last day of a month will be carried forward for payment to the next month's account.
4. A monthly Statement of Account must be rendered not later than the 8<sup>th</sup> of the following month
5. Failure to comply with the instructions on the face of this Order may delay payment, but such delay shall in no way affect the buyer's right to any cash discount to be allowed on the price of goods supplied to an Order.
6. Payment will be made sixty days from receipt of goods, unless specially arranged.
7. Packing cases and packing, etc., must not be invoiced unless specially arranged, but will be returned at suppliers expense if desired, provided they are properly marked with the owner's name and number.
8. Rejected goods will be returned at supplier's risk and expense.
9. Supplier must notify the Company of any changes in product, process definition or any non-conforming product prior to delivery. Any such product shall only be delivered by prior agreement from the Company.
10. The supplier shall afford right of access to all facilities and available records involved in the Order to both the Company and to the Company's customer(s)
11. There will be a requirement for the supplier to "Flow down" to any sub-tier suppliers the applicable requirements in this purchase order, including key characteristics where specified.
12. The prices, terms and other items stated on this Order shall not be changed except on the written authority of a duly authorised official of the company.
13. The Buyer reserves the right to cancel this Order or any part thereof if delivery is not made within the time specified herein, or if no specification of time is made in the Order, within a reasonable time. No material in excess of specifications will be accepted.
14. All articles shall be subject to the Buyers inspection within a reasonable time after delivery, irrespective of date of payment for them.
15. All goods must be delivered carriage paid at the supplier's risk, unless otherwise agreed, to our premises.
16. Property and risk in the supplies shall pass to the Company on delivery without prejudice to any right of rejection which may accrue to the Company under these Conditions and, upon rejection, property and risk shall repossess to the supplier within 48 hours of notice of such rejection being given to the supplier by the Company.

## FURTHER CONDITIONS OF PURCHASE.

See website for details - [www.ashton-moore.co.uk](http://www.ashton-moore.co.uk)