

FOR RETENTION BY SUPPLIER

NORTH YORK MOORS NATIONAL PARK AUTHORITY STANDARD TERMS AND CONDITIONS

1. In these conditions: -
 - “**Conditions**” means these terms and conditions
 - “**Goods**” means the goods supplied under the order
 - “**Order**” means the NYMNPA’s order for the goods
 - “**NYMNPA**” means North York Moors National Park Authority, Helmsley, YO62 5BP
 - “**Supplier**” means the supplier of the goods
2. These conditions apply to all orders for the purchase of goods by **NYMNPA** from the **Supplier**. All other terms and conditions are excluded including any terms and conditions which the **Supplier** may attempt to apply under any sales offer or other documents. Delivery of goods by the **Supplier** to **NYMNPA** shall be deemed to be conclusive evidence of the **Supplier’s** acceptance of these conditions.
3. No variation of these conditions shall be effective unless agreed in writing between **NYMNPA** and the **Supplier**.
4. Goods must be of the type and quality specified in the order, and where relevant must comply with samples previously approved by **NYMNPA**.
5. Goods shall be supplied in such quantities, at such times and in such a manner as **NYMNPA** may direct. Goods shall be delivered at the **Supplier’s** risk to the address specified in the order and shall be free from charges for carriage and packaging except where **NYMNPA** agrees to pay such charges in the order. The **Supplier** shall be responsible for the off loading of goods on delivery.
6. Property and risk in the goods shall pass to **NYMNPA** on delivery except where payment has already been made, when property in the goods shall pass on payment.
7. The **Supplier** shall provide a delivery note quoting the order number and giving details of the goods delivered. **NYMNPA’s** order number must also be quoted on the invoice.
8. If the goods delivered are not of the specified quality, quantity or type or if they do not comply with any sample previously supplied then **NYMNPA** can either refuse to receive the goods at all or can reject all or part of them.
9. If any goods rejected by **NYMNPA** are not removed by the **Supplier** within seven days from the notice, **NYMNPA** may remove the goods at the **Supplier’s** cost. Rejection may be for quality reasons or other valid grounds.
10. The **Supplier** warrants to **NYMNPA** that the goods will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose stated by the **Supplier** or made known to **NYMNPA** at the time the order is placed; the goods will be free from defects in design, material and workmanship; the goods will correspond with any relevant specified sample and will comply with all statutory requirements and regulations relating to the sale of goods.
11. If the **Supplier** does not deliver the goods within the time specified in the order **NYMNPA** may cancel the order.

12. **NYMNPA** shall not be liable for any damage to or deterioration of any rejected goods whilst in its possession.
13. The **Supplier** shall not assign or sub-contract the order (in whole or in part) without **NYMNPA's** agreement but no consent is necessary for sub-contracting the delivery of the goods.
14. The **Supplier** shall indemnify **NYMNPA** against all losses, claims and costs arising from injury (including death), loss of or damage to property real or personal arising out of the act or default of the **Supplier**, its servants, agents or sub-contractors in connection with the order.
15. **NYMNPA** may cancel the order immediately if the **Supplier** becomes bankrupt, has a receiver appointed, goes into liquidation or if the **Supplier** is guilty of any offence under relevant Prevention of Corruption legislation.
16. Where a price is specified in the order the price actually chargeable must not exceed it.
17. The **Supplier** must comply with every relevant legal requirement (including EU and UK standards) relating to the manufacture, packaging and delivery of the goods.
18. English law applies to the order.
19. **NYMNPA** may set off against the price any amount due from the **Supplier** under this or any other order.
20. **NYMNPA's** rights in these conditions supplement any warranty or guarantee offered by the **Supplier**. The **NYMNPA** will have the right to require the **Supplier** to remedy defects in the goods (by repair or replacement) if within six months of delivery, the goods become defective because of poor design or workmanship, use of faulty materials or other relevant reason.
21. Except where otherwise agreed by **NYMNPA** the invoice will be paid by BACS and the **Supplier** shall provide details of its bank account to **NYMNPA** on, or before, completion of the order.

Note: These conditions were issued by the North York Moors National Park Authority on 1st August 2003.