

# P Casey and Co Ltd – Terms and Conditions (Purchase)



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P Casey & Co Ltd is the appointed purchasing company for The Casey Group Ltd, its subsidiaries and associated companies (the Group).

All specifications and conditions of supply previously agreed with the supplier by any of the companies within the Group are incorporated in this order and will be a condition of the contract created with the supplier.

1. In These Conditions  
The 'Company' means P Casey & Co Ltd.  
The 'Order Form' means the Company's official Order Form.  
The 'Order' means the requirements of the Company set out in this Company's official Order Form.  
The 'Supplier' means the party to whom the Order Form is addressed.  
The 'Contract' means this Order accepted.  
'Goods' means the Articles or Materials to be supplied and/or Services to be rendered and/or to be performed under the Contract.  
The 'Delivery Address' shall be the point at which the Company specifies that the Goods and/or Services shall be delivered and/or performed.  
The 'Main Contract' means any specification, Conditions of Contract, Drawings etc prepared for the Works for which the Goods and/or Services are required and may be inspected at the Head Office of the Company named in the Order Form.  
The Supplier is deemed to have knowledge of all the Terms and Conditions, specification and programme requirements and the like of the Main Contract and the Company's Quality Assurance document, copies of which may be inspected at the Head Office of the Company named in the Order Form. The Supplier shall inspect the relevant documents by prior arrangement with the Company.
2. The Order Form shall constitute an offer on the part of the Company subject entirely to these Conditions except where any statement or provision endorsed on the Order Form is inconsistent with any of these Conditions the endorsement shall prevail. In the event of the Supplier being unable to undertake this Contract for any reason whatsoever, the Supplier shall inform the Company in writing within 10 days of the date of this order.
3. The offer hereby made shall be accepted by the Supplier by the execution of part or all of the Order. After acceptance by the Supplier the whole of the Contract thereby concluded shall be deemed to be as set out in the Order Form and these Conditions and in any document incorporated in the Contract thereby. No other Terms and Conditions or variations shall be applicable unless expressly agreed in writing by the Company.

4. The Supplier will indemnify the Company against all claims made against the Company arising from injury to person or damage to property suffered by any third party or by any servant or agent of the company which arises from the use of transport, equipment or plant of whatever description by or at the request of the supplier in the performance of the Contract, The Company shall have the benefit of any insurance policies which the Supplier may carry in respect of such claims.
5. a) The Goods and/or services shall be in accordance with the requirements of this Contract and of the Main Contract and shall be of the best merchantable quality, be fit for purpose and shall conform to any appropriate British Standard Specification unless otherwise agreed in writing by the Company.  
  
b) The Company reserves the right to reject any goods whether delivery has been accepted or not which do not conform to the quality standard or description specified in the order or Main Contract (without prejudice to any other remedies which may be available to the Company).  
  
c) Any Goods rejected will be disposed of and/or returned by the Company at its utter discretion and the cost of disposal of and/or returning the Goods will be charged to the Supplier as a simple contract debt or set-off against any monies owing to the Supplier whether in connection with the Contract or otherwise.  
  
d) In the event of the goods being rejected as aforesaid (or in the event of the Goods being rejected for any reason by the person or persons having power to reject under the terms of any Main Contract) the Company may either require the Supplier to supply further Goods in accordance with the Contract or obtain similar Goods from sources other than the Supplier and recover any difference in price together with any other additional costs and/or damages from the Supplier as a simple contract debt or to set them off against any monies owing to the Supplier whether in connection with this Contract or otherwise.
6. All Goods supplied must be in accordance with this Contract and to the satisfaction of the person or persons responsible for inspection and approval under the terms of any Main Contract. Such inspection does not relieve the Supplier of any responsibility under the terms of the Contract.  
All Goods rejected will lie at the Supplier's risk and expense.  
Where this Order covers Goods which are required for contract works and the Supplier is nominated pursuant to the Main Contract then the conditions of the relevant current Joint Contracts Tribunal Standard forms of Building Contract or the I.C.E. Conditions of Contract as appropriate shall be included in this Order. Where the Supplier is not nominated then the Conditions of Clauses 36.4.2 (deleting the words "provided that") of the Joint Contracts Tribunal Standard Form of Building Contract 1998 Edition shall be included in this Order. Reference in the relevant clauses to "Nominated Supplier" where the Supplier is not nominated shall be deemed to read "Supplier".
7. The Contract may not be sub-let in whole or part by the Supplier unless expressly agreed to in writing by the Company.
8. Delivery must be effected within the time specified on this Order Form; failing this, the right is reserved to cancel this Order or any part thereof and purchase elsewhere and to charge the Supplier with any extra expense or loss resulting from any reason. Time shall be of the essence in this Contract.

9. Unless otherwise specifically agreed by the Company in writing charges for packages or crates will not be accepted by the Company but the packages or crates will, if practicable, be returned by the Company to the Supplier at the Supplier's written request and at the Supplier's risk and expense.
10. Where the Goods comprise machinery or equipment the Supplier is responsible for ensuring that it complies on delivery with all legislation then current governing Contractors plant and road vehicles.
11. No variations shall vitiate this Contract. The Company reserves the right to amend the quantities required, delivery dates or any other details at any time without cost to the Company. The Supplier shall only supply Goods ordered by this Order or additional items of Goods authorised in writing by the Company.
12. This order may be terminated by the Company due to unsatisfactory performance as judged solely by the Company. Any loss or damages suffered by the Company will be recoverable in full by the Company as a simple Contract debt or set-off against any monies owing to the Supplier whether in connection with the Contract or otherwise.
13. This order is placed on the understanding that the Company reserves the right to obtain supplies for other sources should the Company deem it to be necessary to do so.
14. Subject to any firm price conditions stated overleaf a condition of this Order is that the Supplier will notify the Company of any variation in price immediately this is known to the Supplier, to avoid any unnecessary delays in payment. The Supplier must forward a revised quotation each time such variations occur.
15. Payment of any invoice becomes due by cleared funds via electronic payment (BACS or Faster Payment) on the later of 50 days after the end of the month of invoice or 50 days after the end of the month of delivery.  
Invoices must be received within 10 days of dispatch of Goods. Invoices must be accompanied by a clearly marked copy or copies of the delivery note or notes duly signed by an authorised representative of the Company. Invoices shall show the valid order number of this order in full. Invoices will only be processed where they bear a valid order number. Invoiced supplies/services must agree with the order. Where variations to an order occur, a new order must be requested and a valid order number obtained and quoted on the invoice against the variation items. Goods received notes (GRNs) and On Hire/off Hire / Delivery notes (for plant) must be supplied to site and signed off by a Casey employee only (preferably the site manager/agent). Once invoices have been matched to valid orders and signed GRN/On hire/off hire notes then payment will be processed according to agreed terms.  
Invoices shall only be presented for Goods ordered by this Order or additional items of Goods authorised in writing by the Company.
16. The offer hereby made may be withdrawn by the Company at any time.
17. The Supplier will provide free of charge with the Goods and/or Services any relevant information relating to Health and Safety matters including inter alia Construction (Design & Management) Regulations, Risk Assessment, COSHH Assessment, Method Statement and the like relating to the safe use of the product or products and/or services to be supplied.
18. Any drawings, specifications and other documents supplied to the Supplier remain the property of the Company and shall be returned free of charge by the supplier to the Company at completion or termination of this Contract. The Supplier shall not use any information, designs, drawings, specifications, documents and the like for any other purpose of the Contract, nor shall the Supplier divulge any information in connection with this Contract to a third party without the written consent of the Company.
19. The Supplier shall not without written permission of the company publicise or advertise in any way the Works or supplies effected under this Order. Should permission be given the Supplier will comply in all aspects of the restrictions or conditions imposed by the Company and/or the Client.
20. The Supplier shall conform with all the statutory requirements and/or obligations.
21. The Contract shall be subject to English Law.
22. This contract is entered into by the Company on the basis that the Supplier accepts the terms and conditions contained herein. The contract is between the Company and the Supplier and the Company's obligations and liabilities are limited to the Company only. The Directors and Shareholders of the Company, its associated companies and parent company accept no personal responsibility or liability for this contract, its performance and its obligations.

**The group has accomplished great things  
through the commitment of great people.**

**If we each continue to be the best we can,  
together we will achieve even greater things in the  
future.**

*Chris Casey*

