



Dunton

Restoring Our Environment

Dunton, Soterion House,
Northgate, Aldridge WS9 8TH
United Kingdom

Telephone: +44 (0)121 356 4360

Fax: +44 (0)121 356 1274

Terms & Conditions of Purchase

1. All invoices must be, where required or requested, fully substantiated with an agreed timesheet and delivery note for the invoice in question. A copy should be submitted, and attached to the invoice, and be duly signed by the Dunton (Dunton Environmental Ltd and / or Dunton Technologies Ltd) Representative / Site Manager.
2. No consideration will be given to invoices that have been raised through timesheets not duly signed by the correct Dunton Representative. Any signed timesheet does not automatically constitute payment or an agreement to the hours stipulated. We reserve the right to review any previously signed timesheet where it is apparent that any omission or error has been made. Furthermore, no consideration will be given for any timesheet that has been (deliberately or otherwise) amended, altered, retrospectively changed, unless such amendments have been countersigned and agreed.
3. All invoices must be presented to our Head Office at the end of each calendar month, and within 5 working days after the month end date. Any invoices submitted later than this date will be subject to review and held until the end of the forthcoming month end period, upon which they will then be processed under the standard agreed payment scales. Invoices should also be presented within 90 days from the month end period upon which they were incurred.
Any invoices relating to works carried out greater than 90 days from the month end period incurred, will not be considered and will not be deemed to be a legal or legitimate request for payment and will have no financial consideration.
4. All rates that have been provided within this Purchase Order are confirmed as being fixed for a period of 12 months or for the duration of the Contract Works, whichever is the greater. No price fluctuations to the provided rates will be considered.
5. We reserve the right to cancel or amend the quantities, key dates, and terms and conditions of business at any given point, with no amendment to a change in rate or conditions of purchase by the Supplier, or any financial penalties, costs or losses, howsoever calculated as a result of such. Furthermore, we reserve the right to cancel this Purchase Order at any given time with no financial entitlement, howsoever calculated or incurred, recoverable from the Supplier.
6. All invoices must have an order number. No invoice will be accepted without an order number.
7. Any invoice sent without an order number shall be returned to the supplier.
8. No verbal order is accepted
9. Where the Supplier provides operated plant or machinery to site, they carry a financial burden on any costs associated with: plant damages, plant repairs, tyre damages and punctures, where the supplied operator has been negligent or not carried out the works as instructed. This will be pre-agreed with the Dunton Buying Department and will amount to no less than a 50% deduction on any said damages or repairs. In any instance, all damages or repairs should be fully substantiated (including rate build-ups) before being agreed to be invoiced. This will also include the requirement to provide photographic documentary evidence and a report on how the damage was caused.



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10. The Supplier of any materials or operated plant / machinery, should be responsible for ensuring that the said meet the minimum legal requirements and Contract obligations. This may include, but not be limited to: materials being supplied to meet a technical specification, plant operators being registered under specific Plant Operator requirements (and demonstrable as such), or deliveries / fleet services being made available with the Fleet Operating Scheme requirements). Any such cancellation of orders or works, whereupon Contract obligations have not been considered will not give rise to any entitlements to claims for loss, expenses or claim for loss of profit in any instance.
11. This Purchase Order is provided only for the purpose of the materials, plant, machinery or services, as described within the Purchase Order. No invoices will be agreed whereupon they do not match the Purchase Order values issued. Any variations to the Purchase Order will require agreement with the Dunton Site Manager, who will contact the Dunton Buying Department for a new Purchase Order to be raised. This must be done without exception.
12. Where the Supplier is a Plant or Machinery provider, a copy of the On-Hire ticket and photographic evidence of the condition of said plant and machinery should be presented with the first invoice. Where this is not presented, the invoice will be held accordingly until such can be satisfactorily provided.
13. Where the Supplier is a Plant or Machinery provider, then any substantial damages or losses attributable to such, should be chargeable at a rate no greater than the market rate based upon the condition of said item, at the time of the damage or loss was incurred. No consideration will be given for a cost for "new for old" replacement of hired plant or machinery under the terms of the Purchase Order. Any market value rate, if cannot be agreed at Site level, will only be considered by 2 independent quotes for such as would be obtainable on an open market.
14. All invoices should have a copy of the signed Delivery Note attached to the invoice to which it relates, and should also give details of any items still outstanding pending delivery.
15. Any information that may be required, in the course of the business relating to this Purchase Order, should be provided in the timely manner in which it was intended. In the spirit of mutual co-operation, there should be no with-holding of data, information, drawings etc. that will negatively impact upon the works that Dunton provide to their Clients. The deliberate (or otherwise) with-holding or delaying of said information will not be used as leverage for any payment of invoices. However, where such has cost Dunton (both financially and in terms of reputation), then the financial cost of such will be considered and sums with-held accordingly. Dunton reserve the right to set-off against all contracts that the Supplier has provided for.
16. Where applicable and relating to the provision of the operator, the financial implication of 'Standing Plant' will be deemed to be no more than the cost of the operator to which the plant is provided.
17. Our payment terms are 60 days nett monthly.
18. The cut off date for all invoices is the 5th of each month. Any invoice arriving after the cut off date shall go into the following month.
19. Invoice quires shall be notified to the supplier within 10 days receipt of the invoice.