



## **General Conditions of Purchase**

### **These conditions apply to Stour Vale Academy Trust which includes the schools within the Trust.**

All orders are subject to the following terms and conditions which shall include any such other terms and conditions which have been previously established by an existing contract AND if there is any conflict between these and an existing contract, the terms of the existing contract shall take precedent.

By accepting the order or any part thereof, the Contractor agrees to and accepts the said terms and conditions.

1. The Trust will not be liable for any goods delivered (or services arranged) other than in response to the official Purchase Order and any delivery note which accompanies the goods so delivered shall quote the official order number.
2. The Contractor shall send a separate invoice quoting the official Purchase Order number unless otherwise agreed.
3. Goods misdelivered may incur a cost to the Contractor, which will be set off against any invoiced price.
4. Where a cash discount is to be allowed to the Trust by the Contractor, the cash discount period shall commence from the date of receipt of the merchandise or the invoice whichever is later and not from the date of the invoice.
5. The Trust reserves the right to cancel the order or any part of it and/or the Trust shall be entitled to reimbursement in respect of all loss and/or expense which results directly or indirectly by reason of:
  - The failure by the Contractor to deliver or delay in delivering materials or goods or failure to complete work by the date specified in the order.
  - Any delay in delivery of the goods shall constitute a fundamental breach of contract and in such circumstances the Trust is entitled to cancel the contract and recover in full any monies expended thereon.
  - The failure to comply with the description and specification etc. relating to the materials or goods to be supplied or work to be carried out and/or

the failure to comply with European Standard Specifications and Conditions where applicable.

- The materials or goods to be supplied by you or the work to be carried out by you being below the specified standard or failing to pass such inspection or test as may be required.
6. In the event of any strike, lock-out, fire, explosion or accident or any stoppage of the Trust's business or work beyond the Trust's control which may prevent or hinder the use of goods or work the subject matter of the order, delivery of such goods or the completion of such work and the payment therefore may be suspended or postponed at the Trust's option until the circumstances preventing or hindering the use of such goods or work have ceased.
  7. The Contractor shall forthwith notify the Trust of any apprehended delay in delivery, despatch or completion and without prejudice to any other right on the Trust's part, the Trust shall be entitled to cancel the order under the terms and condition 5 hereof if such apprehended delay is likely to jeopardise the purpose of the order.
  8. No part of the order shall be sub-contracted or assigned by the Contractor without the Trust's previous consent in writing. Where such consent is given it shall be conditional upon your sub-contract or assignee accepting the conditions agreed between the Contractor and the Trust and also upon the Contractor remaining responsible for all goods or materials supplied or work done by the sub-contractor or assignee.
  9. Unless otherwise stated in writing, any time or period given for delivery, despatch or completion shall be of the essence.
  10. All goods supplied against this order must be adequately protected against damage and deterioration in transit and delivered carriage paid, in accordance with the Trust's instructions (if given) and must bear the description and the quantity of the contents and the official order number on the packages thereof. The goods shall be at the Contractor's risk until accepted by the Trust at the point designated on this order unless the Trust otherwise agrees in writing on the Trust's official order.
  11. No concession on the Trust's part with respect to delay in delivery, despatch or completion shall be construed as a waiver of the Trust's right to remedies unless specifically so agreed in writing.
  12. The property of the goods ordered shall pass to the Trust on acceptance at the place specified on the order or as otherwise agreed, without prejudice to any right or rejection any other right which may accrue or have accrued to the Trust under these Conditions or otherwise.
  13. The Trust shall be empowered to cancel this order and recover from the Contractor the amount of any loss resulting from the cancellation if the Contractor is guilty of any practice considered by the Trust to be improper or corrupt. This clause covers

such activities as inducements and gifts and acts prohibited by the Bribery Act 2010 and the Academies Financial Handbook. The Trust's decision on these matters is final.

14. All drawing, specifications, patterns, tools, free issue materials and other documents or things supplied by the Trust shall, unless otherwise agreed in writing remain the property of the Trust and shall be returned to the Trust immediately on request and they and the items of the Trust's order shall be treated by the Contractor as confidential and shall not be communicated to any person so used by the Trust for any purpose other than in connection with the Trust's order.
15. This order shall be construed in all respects in accordance with English Law. Nothing in the conditions shall prejudice any condition or warranty (expressed or implied) or right of remedy to which the Trust are entitled in relation to the material goods or services ordered by virtue of statute or common law.
16. These conditions shall have precedence over any printed condition appearing in any acceptance form, delivery form, invoice or other document or letter emanating from the Contractor and such conditions have no effect whatsoever except insofar as they confirm the items