

Sutton Grammar School Trust

GENERAL TERMS AND CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS AND SERVICES

1 Definitions

In these conditions

"the School" means the Sutton Grammar School and "the Trust" means the Sutton Grammar School Trust as the context requires.

"the Supplier" means the supplier named in the Purchase Order and "the Goods" means any such goods or services as are to be supplied to the School by the Supplier (or by any of the Supplier's Sub-contractors) pursuant to or in connection with the order ("the Order").

2 The Goods/Services

2.1 The Goods or Services shall be to the reasonable satisfaction of the School and shall conform in all respect with any particulars specified in this Order and in any variations thereon.

2.2 The Goods shall be a good construction, sound materials, and of adequate strength, shall be free of defects in design materials and workmanship and shall conform in all respect with the requirement of any statutes, orders, regulations, standards or bye-laws from time to time in force.

2.3 The Goods shall be fit and sufficient for the purpose which such goods are ordinarily used and for any particular purpose made known to the supplier by the School and the School relies on the skill and judgement of the supplier in the supply of the Goods and the execution of the Order.

3 The Price

3.1 The price of the Goods shall be as stated on the Purchase Order and no increase will be accepted by the School unless agreed by him in writing before the execution of the Order.

3.2 Unless otherwise agreed in writing by the School, the Supplier shall render a separate invoice in respect of each consignment delivered under this Order. The invoice shall be addressed to the Finance Office, Sutton Grammar School, Manor Lane, SUTTON, SM1 4AS. Payment shall be due 30 days after receipt of the goods or the correct invoice therefore, whichever is the later.

4 Delivery

4.1 Time of delivery of the Goods or performance of the Services is of the essence of the Contract. Failure to deliver within the time promised or specified shall enable the School (at its option) to be released from any obligation to accept and pay for the Goods and/or to cancel all or part of the order therefore, in either case without prejudice to the School's other rights and remedies.

4.2 The Goods shall be delivered to Sutton Grammar School, Manor Lane, SUTTON, SM1 4AS or any other the place that shall be named on the Purchase Order. Any access to premises and any labour and equipment that may be provided by the School in connection with the delivery shall be provided without acceptance by the School of any liability whatsoever and the Supplier shall indemnify the School in respect of any actions, suits, claims, demands,

losses, charge costs and expenses which the School may suffer or incur as a result of or in connection with any damage or injury (whether fatal or otherwise) occurring in the course of delivery or installation to the extent that any such damage or injury is attributable to any act or omission of the Supplier or any of his sub-contractor.

4.2 Where any access to the premises is necessary in connection with delivery or installation the Supplier and his sub-contractors shall at all times comply with the reasonable requirements of the School's Premises Manager or other duly authorised employee.

5 Property and Risk

Property and risk in the Goods shall without prejudice to any of the rights or remedies of the School (including the School's right and remedies under Condition 7 thereof) pass to the School at the time of delivery.

6 Damage in Transit

6.1 On dispatch of any consignment of the Goods the Supplier shall send to the School at Sutton Grammar School, Manor Lane, SUTTON, SM1 4AS an advice note specifying the means of transport, the place and date of dispatch, the number of packages and their weight and volume. The Supplier shall free of charge and as quickly as possible either repair or replace (as the School shall elect) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to the School provided that:

(a) in the case of damage to such Goods in transit the School shall within thirty days of delivery give notice to the supplier that the Goods have been damaged.

(b) In case of non-delivery the School shall (provided that the School has been advised of the dispatch of the Goods) within ten days of the notified date of delivery give notice to the supplier that the Goods have not been delivered.

7 Inspection, Rejection and Guarantee

7.1 The Supplier shall permit the Trust or its authorised representative to make any inspection or test that the School may reasonably require and the Supplier shall afford all reasonable facilities and assistance free of charge at its premises. No failure to make complaint at the time of such inspection or test and no approval given during or after such test or inspection shall constitute a waiver by the School of any rights or remedies in respect of the Goods.

7.2 The Trust may by written notice to the Supplier reject any of the Goods which fail to meet requirements specified in the Order. Such notice shall be given within a reasonable time after delivery to the School of the Goods concerned. If the School shall reject any of the Goods pursuant to this condition the School shall be entitled (without prejudice) to his other rights and remedies either:

(a) to have the Goods concerned as quickly as possible either repaired by the supplier or (as the School) shall elect replaced by the Supplier with Goods which comply in all respect with the requirements specified herein: or

(b) to obtain a refund from the Supplier in all respect of the Good concerned.

7.3 The guarantee period applicable to the goods shall be 12months from putting into service or 18months from delivery, whichever shall be the shorter (subject to any alternative guarantee arrangement agreed in writing between the School and the Supplier). If the School

shall within such guarantee period or within 30 days thereafter give notice in writing to the Supplier of any defect in any of the Goods as may have arisen during such guarantee period under proper and normal use the Supplier shall (without prejudice to any of other right and remedies which the School may have) as quickly as possible remedy such defects (whether by repair or replacement as the School shall elect) without cost to the School.

7.4 Any Goods rejected or returned by the School as described in paragraphs 7.2 & 7.3 shall be returned to the Supplier at the Supplier's risk and expense.

8 Labelling and Packing

8.1 The Goods shall be packed and marked in a proper manner and in accordance with the School's instruction and any statutory requirements and any requirements of the carriers. In particular the Goods shall be marked with the Order Number the net, gross and tare weight, the name of the contents shall be clearly marked on each container and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings. The Supplier shall indemnify the Trust against all actions, suits, claims, demands losses, charges, cost and expenses which the Trust may suffer or incur as a result of or in connection with any breach of this condition.

8.2 All packaging materials will be considered non-returnable and will be destroyed unless the Supplier's advice note states that such materials will be charged unless returned. The Trust accepts no liability in respect of the non-arrival at the Supplier's premises of empty packages returned by the School unless the Supplier shall within ten days of receiving notice from the School that the packages have been dispatched notify the School of such non-arrival.

8.3 Maximum use must be made of recycled materials in the manufacturing of crates, pallets, boxes, cartons, cushioning and other forms of packing, where these fulfil other packing specification. Packaging specification should be reviewed periodically to ensure that no unnecessary limitation on the use of recycled materials exists.

9 Force Majeure

Neither party shall be liable or deemed to be in default on account of any delay in delivery or the performance of any other act under this Contract due to circumstances which could not have been contemplated and which are beyond the party's reasonable control, provided that the party claiming hereunder shall notify the other as soon as possible of the cause and probable duration of the delay or non-performance and shall minimise the effects of such delay or non-performance. If a delivery by the Supplier, or an acceptance by the School of a delivery is delayed or prevented for any reason beyond the reasonable control of either party the Trust reserves the right (without prejudice to any right or remedy available to it) to defer the delivery date or suspend, modify or cancel the affected Contract.

10 Patents and Information

10.1 It shall be a condition of this Order that, except to the extent that the Goods are made up in accordance with design furnished by the School, none of the Goods will infringe any patent, trade mark, registered design, copyright or other right in the nature of industrial property or any third party and the Supplier shall indemnify the Trust against all actions, suits, claims, demands, losses, charges, costs and expenses which the Trust may suffer or incur as a result of or in connection with any breach of the condition.

10.2 All rights (including ownership and copyright) in any specification, instruction, plans, drawings, patterns, models, design or other materials furnished to or made available to the supplier by the School pursuant the Order shall remain vested solely in the Trust and the

Supplier shall not (except to the extent necessary for the implementation of this Order) without prior written consent of the Trust use or disclose any such specification, instruction, plans, drawings, patterns, models, design or any information (whether or not relevant to this Order) which the supplier may obtain pursuant to this Order and in particular (but without prejudice to the generality of the forgoing) the Supplier shall not refer to the School or the Order in any advertisement without the Trust's prior written agreement.

11 Health and Safety

11.1 All Goods and the provision of all Services will meet the safety requirements of the Health and Safety at Work Act 1974 and also comply with any statutory re-enactments or modifications thereof in relation to subsequent English or European Community legislation.

11.2 Building work Contracts involving structural alterations or maintenance to the fabric of any School building are subject to special terms and conditions and such contracts shall not be undertaken on any other basis. The relevant terms and conditions may be obtained from the Bursar.

11.3 The Supplier shall comply at all times with the Trust's Health and Safety Policy and shall indemnify and keep the Trust indemnified against all liability incurred by the Governing Body for breach of its statutory obligations under the Health and Safety at Work etc Act 1974 or otherwise arising out of any failure by the Supplier so to comply.

11.4 The Supplier shall be deemed to have notice of the Trust's Health and Safety Policy. The Policy document may be viewed during normal School working hours and is available on the School web site.

11.5 The Trust will not accept any liability for the cost incurred by the Supplier in complying with the Trust's Health and Safety Policy. Any such costs shall be deemed to be included in the Supplier's estimate or tender.

11.6 The Supplier is advised that the work in certain parts of the School involves activities which are potentially hazardous to health and safety unless appropriate precautions are taken. The areas where these activities take place, all of which are clearly indicated, should not therefore be entered by any one unless accompanied by an authorised employee of the School staff.

11.7 The Supplier shall provide all necessary safety equipment and protective clothing for his employees or agents as the case may be, and shall ensure that such employees or agents so conduct their activities as not to prejudice the health or safety of personnel of the Purchaser or Supplier or of third parties on the Purchaser's premises. In particular he shall ensure that such employees or agents at all times make use of any and all safety equipment and protective clothing which may be provided by the Purchaser or the Supplier for their use.

12 Hazardous Goods

12.1 Hazardous Goods must be marked by the Supplier with International Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The Supplier shall observe the requirements of UK and international laws, regulations and agreements relating to the packing, labelling and carriage of hazardous Goods.

12.2 All information known, held by, or reasonably available to, the Supplier regarding any potential hazards known or believed to exist in transport, handling or use of the Goods supplied shall be promptly communicated to the School.

13 Indemnity and Insurance

13.1 Without prejudice to any rights or remedies of the Trust (including the Trust's right and remedies under Condition 7 hereof) the Supplier shall indemnify the Trust against all actions, suits, claims, demands, losses, charges, costs and expenses which the Trust may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any defect in the Goods or the negligent or wrongful act or omission of the Supplier.

13.2 The Supplier shall effect with a reputable insurance company a policy or policies of insurance covering all the matters which are the subject of indemnities under these conditions and shall at the request of the School produce relevant policy or policies together with receipt or other evidence of payment of the latest premium due there under.

14 Recovery of Sums Due

Whenever under the Order any sum of money is recoverable from or payable by the Supplier, that sum may be deducted from any sum then due, or which at any later time may become due, to the Supplier under the Order or under any other agreement or contract with the School or with any agency or representatives of the Governing Body.

15 Assignment and Sub-contracting

15.1 The Supplier shall not without the written consent of the School assign the benefit or burden of the Order or any part thereof.

15.2 No sub-contracting by the Supplier shall in any way relieve the Supplier of any of his responsibilities under the Order.

16 The Supplier's Insolvency

If the Supplier becomes insolvent or bankrupt or (being a company) makes an arrangement with the Supplier's creditors or has an administrative receiver or administrator appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction) the School may without replacing or reducing any other of the Trust's rights terminate the Contract with immediate effect by written notice to the Supplier or any person in whom the Contract may have become vested.

17 Notices

Any notice given under or pursuant to the Order must be in writing which shall include facsimile transmission and electronic mail providing that the electronic mail is acknowledged and confirmed as being received. Any notice shall be deemed to have been served on the day when it would have been received by the addressee in normal business hours.

18 Equal Opportunities

The Supplier shall take all reasonable steps to secure the observance of the provision and scope of all current legislation with regard to Race Relations; Sex Discrimination; Disabled Persons Employment and Equal Pay for all servants, employees or agents of Supplier and all sub-contractors employed in the execution of the contract.

19 Corrupt Gifts

In connection with this or any other Contract between the Supplier and the Trust the Supplier shall not give, provide, or offer to the Trust's staff and agents any loan, fee, reward, gift or any emolument or advantage whatsoever. In the event of any breach of this Condition, the Trust shall, without prejudice to any other rights the Trust may possess, be at liberty forthwith to terminate this and any other Contract and to recover from the Supplier any loss or damage resulting from such termination.

20 Headings

The heading to Conditions shall not affect their interpretation.

21 Governing Law

These Conditions shall be governed by and construed in accordance with English law and the Supplier hereby irrevocably submits to the jurisdiction of the English courts.