DITCHAM PARK SCHOOL

STANDARD CONDITIONS OF PURCHASE

1 INTERPRETATION

1.1 In these Conditions:
"**Buyer**" means The School
"**Conditions**" means the standard conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller;
"**Order**" means the Buyer's purchase order to which these Conditions are annexed and which are the Buyer's written instructions to supply the Goods and/or Services, as applicable;
"**Services**" means the services (if any) described in the Order;
"**Goods**" means the goods (if any, including any instalment of the goods or any part of them) described in the Order;
"**Contract**" means the Order which forms the contract for the sale and purchase of the Goods and the supply and acquisition of the Services on the Conditions;
"**Delivery Address**" means the address stated on the Order;
"**Price**" means the price of the Goods and/or the charge for the Services;
"**Seller**" means the person so described in the Order;
"**Specification"** includes any plans, drawings, data or other information relating to the Goods or Services;
"**Writing**" includes telex, cable, facsimile transmission and compatible means of communication.

1.2 any reference in these Conditions to a statute or a provision of statute shall be construed as a reference to that statute or provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

2 BASIS OF PURCHASE

2.1 The Order constitutes an offer by the Buyer to purchase the Goods and/or acquire the Services subject to the Conditions.

2.2 These Conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller.

2.3 The School reserves the right to cancel the Order unless unconditionally accepted by the Seller in Writing within 28 days of its date.
2.4 No variation to the Order or these Conditions shall be binding unless agreed in Writing.

3 SPECIFICATIONS

3.1 The quantity, quality and description of the Goods and the Services shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable Specifications supplied by the Buyer to the Seller or agreed in writing by the Buyer and the Seller.

3.2 Any Specification supplied by the Buyer to the Seller or specifically by the Seller for the Buyer, in connection with the Contract together with the copyright, design rights or any other Intellectual Property Rights in the Specification, shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller, or as required for the purpose of the Contract.

3.3 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods and the performance of the Services.

3.4 The Seller shall not unreasonably refuse any request by the Buyer to inspect and test the Goods during manufacture, processing, or storage at the premises of the Seller or any third party prior to despatch, the Seller shall provide the Buyer with all facilities reasonably required for inspection and testing.

3.5 If, as a result of inspection or testing, the Buyer is not satisfied that the Goods will comply in all respects with the Contract, and the Buyer so informs the Seller within 7 days of the inspection or testing, the Seller shall take such steps as are necessary to ensure compliance.

3.6 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

4 PRICE OF GOODS AND SERVICES

4.1 The Price of Goods and the Services shall be as stated in the Order and, unless otherwise so stated shall be:

4.1.1 exclusive of an applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice); and

4.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax.

4.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Buyer in Writing.

4.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase, or volume of purchase customarily granted by the Seller, whether or not shown on its own terms and conditions of sale.

5 TERMS OF PAYMENT

5.1 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Services, as the case may be, and each invoice shall quote the number of the Order.

5.2 Unless otherwise stated in the Order, the Buyer shall pay the Price of the Goods and the Services within 30 days after the end of the month of receipt by the Buyer of a valid invoice or after acceptance of the Goods or Services in question by the Buyer whichever is the later.

5.3 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

6 DELIVERIES

6.1 The Goods shall be delivered to, and the Services shall be performed at, the Delivery Address on the Date or within the period stated in the Order, in either case during the Buyer's usual business hours.

6.2 Where the date of delivery of the Goods or performance of the Services is to be specified after placing of Order, the Seller shall give the Buyer reasonable notice of the specified date.

6.3 The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.

6.4 A packing note quoting the number of the Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

6.5 If the Goods are to be delivered or the Services are to be performed by instalments, the Contract will be treated as a single contract and not severable.

6.6 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

6.7 The Seller shall supply the Buyer in reasonable time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and/or performance of the Services.

6.8 The Buyer shall not be obliged to return to the Seller any packing or packing materials for the goods, whether or not any Goods are accepted by the Buyer.

7 RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract.

7.2 The property in the Goods shall pass to the Buyer upon delivery, unless payment for the Goods is made prior to delivery when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.

8 WARRANTIES AND LIABILITY

8.1 The Seller warrants to the Buyer that the Goods:

8.1.1 will be of satisfactory quality and fit for the purpose held out by the Seller or made known to the Seller in Writing at the time the Order is placed.

8.1.2 will be free from defects in design, material and workmanship;

8.1.3 will correspond with any relevant Specification or sample; and

8.1.4 will comply with all statutory requirements and regulations relating to the Sale of the Goods;

8.2 The Seller warrants to the Buyer that their Services will be performed by appropriately qualified, experienced and trained personnel, with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances.

8.3 Without prejudice to any other remedy, if the Goods or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled:

8.3.1 to require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within 7 days; or

8.3.2 at the Buyer's sole option, and whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods and/or Services, to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid.

8.4 The Seller shall indemnify the Buyer in full against all liability, loss, damage costs, claims and expenses (including legal expenses) awarded against or incurred or paid by the Buyer as a result of or in connection with:

8.4.1 breach of any warranty given by the Seller in relation to the Goods or Services;

8.4.2 any claim that the Goods infringe, or their use or resale infringes the patent, copyright, design right or trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the Buyer;

8.4.3 any liability under the Consumer Protection Act 1987 in respect of the Goods.

8.4.4 act or omission of the Seller or its employees, agents, or subcontractors in supplying, delivering and installing the Goods; and
8.4.5 any act or omission of any of the Seller's personnel in connection with the performance of the Services.

8.5 In respect of any injury, damage or loss caused to third parties or their property by the Goods there shall be no automatic right of indemnity due from the Buyer to the Seller. Any clause in the Seller's standard terms and conditions of sale purporting to establish a right of indemnity from the Buyer to the Seller in the event of any injury, damage or loss caused to third parties or their property, shall not be incorporated into this Contract.

9 TERMINATION

9.1 The Buyer shall be entitled to cancel the Order in respect of all or part of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance in which event the Buyer's sole liability shall be to pay the Seller the Price for the Goods or Services in respect of which the Buyer has exercised its right of cancellation, less that Seller's net saving of cost arising from cancellation.

9.2 The Buyer shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:
9.2.1 the Seller makes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration or goes into liquidation (otherwise that for the purpose of amalgamation or reconstruction); or
9.2.2 an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Seller,
9.2.3 the Seller ceases, or threatens to cease to carry on business; or
9.2.4 the Buyer reasonably apprehends that any of the above events is about to occur in relation to the Seller and notifies the Seller accordingly.
9.2.5 Services to ensure that the terms of the Contract are fulfilled.
9.2.6 to refuse to accept any further deliveries of the Goods, or performance of the Services, but without any liability to the Buyer.
9.2.7 to carry out at the Seller's expense any work necessary to make the Goods and/or Services comply with the Contract; and 9.2.8 to claim such damages as may have been sustained in consequence of the Seller's breach or breaches of the Contract.

10 GENERAL

10.1 The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.
10.2 Any notice required or permitted to be given by either party to the other under these conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

10.3 No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision shall not be affected thereby.

11 HEALTH AND SAFETY

11.1 The Seller shall comply with the requirements of UK and international legislation and agreements relating to the supply, packaging, labelling and carriage of hazardous goods.

11.2 The Seller shall ensure the Goods comply with current health and safety legislation and the legislation implementing any relevant EC Directive. The Buyer may require the Seller to show that the Goods bear a CE mark and may ask for a copy of the EC Declaration of Conformity.

12 DATA PROTECTION

12.1 The Seller shall comply with the requirements of UK and international legislation and agreements relating to the supply of data controller or data processing services where the service provided requires access to personal data held by the School as a Data Controller.

12.2 The Seller shall ensure compliance with the Data Protection Act 2018 and The General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679) at all times.

13 LAW

13.1 The construction, validity and performance of the Contract shall be governed by the Law of England. The Contract shall be deemed to have been made in England and the parties to the Contract hereby submit to the exclusive jurisdiction of the English Courts

14 EQUALITY REQUIREMENTS

14.1 The Seller agrees to comply with the School's policies and procedures to prevent unlawful discrimination on the grounds of sex, race, disability, sexual orientation, age, religion and belief.

14.2 In accordance with its responsibilities under the Race Relations Act 1976 (as amended by the Race Relations (Amendment) Act 2000 and the Race Relations Act 1976 (Amendment) Regulations 2003) to eliminate unlawful racial discrimination, promote equal opportunities and promote good relations between people of different racial groups, the School requires its contractors and sub-contractors to comply with the terms of this section.

14.3 The Seller warrants that its own practices and procedures comply with legislation to prevent unlawful discrimination and that its employees are fully trained on matters relating to the prevention of unlawful discrimination.

14.4 The Seller will provide such information as required by the School in relation to its compliance with anti-discrimination legislation and will co-operate with any investigation by the School or a body empowered to carry out such investigations under the relevant legislation.

14.5 Where any investigation is conducted, or proceedings are brought which arise directly or indirectly out of any act or omission of the Seller, its agents, or sub-contractors and where there is a finding against the Seller in any such investigation or proceedings, the Seller shall indemnify the School with respect to all costs, charges and expenses (including legal and administrative expenses) incurred by the School during or in connection with any such investigation or proceedings and further indemnify the School for any compensation, damages, costs or other award the School may be ordered or required to pay to a third party.

14.6 Without prejudice to its remedies set out above, the School may terminate the Contract if notice has been given to the Seller of a substantial or persistent breach of this clause providing that a reasonable period has been given during which the breach may have been rectified and the Seller has failed to remedy the breach within the stated period.

15 ENVIRONMENTAL REQUIREMENTS

15.1 The Seller agrees to comply with the School's policies and procedures on environmental sustainability,

15.2 The Seller warrants that its own practices and procedures comply with all relevant environmental legislation.

15.3 The Seller will provide such information as required by the School in relation to its compliance with environmental legislation and will co-operate with any investigation by the School or a body empowered to carry out such investigations under the relevant legislation.

15.4 Where any investigation is conducted, or proceedings are brought which arise directly or indirectly out of any act or omission of the Seller, its agents, or sub-contractors and where there is a finding against the Seller in any such investigation or proceedings, the Seller shall indemnify the School with respect to all costs, charges and expenses (including legal and administrative expenses) incurred by the School during or in connection with any such investigation or proceedings and further indemnify the School for any compensation, damages, costs, or other award the School may be ordered or required to pay to a third party.

15.5 Without prejudice to its remedies set out above, the School may terminate the contract if notice has been given to the Seller of a substantial or persistent breach of this clause providing that a reasonable period has been given during which the breach may have been rectified and the Seller has failed to remedy the breach within the stated period.

15.6 The Seller warrants that the goods supplied comply with all relevant environmental legislation.

15.7 The Seller warrants that the goods supplied:

15.6.1 do not cause significant damage to the environment.
15.6.2 do not consume a disproportionate amount of energy.
15.6.3 minimises waste, including no unnecessary packaging.
15.6.4 avoids the use of materials derived from threatened species or environments.
15.6.5 do not involve the unnecessary use of or cruelty to animals.
15.6.6 are where possible durable, recyclable, repairable, refillable, or reusable as appropriate.
15.6.7 do not emit toxic or polluting substances during their production, use or disposal.

16 CONDITIONS RELEVANT TO THE SCHOOL'S SITE

Sellers physically entering the school's site should be aware of the following sensitive issues relating the children on site, especially during term times:

16.1 The School's site is entirely a no smoking area. This includes the whole of the grounds as well as the buildings. Sellers must not allow any of their employees to smoke on the school's site.

16.2 Excessive noise will not be tolerated. Any noise which is unavoidable in the performance of the Contract must be agreed in writing and advance with the Buyer's , Estate Bursar or Bursar.

16.3 Foul language or other behaviour inappropriate to a school environment will not be tolerated.

16.4 Sellers physically entering the site are required to sign in at Main Reception where they will be issued with an ID card and Lanyard which must be worn at all times whilst on site. Where a provision of goods and or services on site is required, the seller must provide details of the seller's personnel requiring access to site to fulfil this provision, in advance. All personnel will be required to provide ID on arrival.

16.5 Failure to observe these Conditions may result in the Buyer withholding a reasonable part of the Price, at the Buyer's discretion.