

Conditions of Purchase Services and Supplies

1. Formation of Contract

- 1.1 No addition, alteration or substitution of these Conditions will bind Deptford Park Primary School or form part of any contract unless a person authorised to sign on behalf of Deptford Park Primary School expressly accepts them in writing.
- 1.2 Nothing in these Conditions shall prejudice any condition or warranty expressed or implied or any legal remedy to which Deptford Park Primary School maybe entitled in relation to the service(s) and or supply(s) (service/supply) which are the subject of this order, by virtue of any statute or custom or any general law or local law or regulation.
- 1.3 The law of England shall govern the construction validity and performance of these conditions and this order.

2. Delivery

- 2.1 In regard to the performance of this order by the provider, time is of the essence. The service/supply shall be delivered on the date and time and at the place or places stated in the attached specification. The delivery shall be accompanied by a delivery note or similar document approved by Deptford Park Primary School which shall become the property of Deptford Park Primary School.

3. Specifications, quality tests, rejection

- 3.1 The service/supply must conform in all respects with the drawings, specifications and other requirements or descriptions stated. The service/supply must be free from defects and of sound materials, workmanship and (where the provider is responsible for this) design and shall be equal in all respects to relevant samples provided by or accepted by Deptford Park Primary School. Where an appropriate British standard or EEC equivalent is current at the date of this order the quality of the service and/or the supply shall not be less than that standard.
- 3.2 All of the service/supplies must pass any required Deptford Park Primary School acceptance tests. Deptford Park Primary School shall be entitled to reject any service/supplies which do not conform completely in every respect with the terms of this order and in particular (but without prejudice to the generality of the foregoing) Conditions 3.1 and 3.5. Furthermore, if by the nature of the service/supply any defects therein or any failure thereof to conform as aforesaid does not or would not become apparent (despite the carrying out of any examination and/or such tests) until after use Deptford Park Primary School may reject the same even after a reasonable period of use. It is agreed that Deptford Park Primary School may exercise the aforesaid rights of rejection notwithstanding any provision contained in Section 11 or 35 of the Sale of Goods Act 1979.
- 3.3 Any service/supply rejected under Condition 3.2 must at Deptford Park Primary School request be replaced at the provider expense; alternatively Deptford Park Primary School may elect (at our option) to cancel this order as

provided in Condition 9 both in respect of the service/supply and of the whole of the undelivered balance (if any of the service/supply covered by this order. All rejected supplies will be returned to the provider at the provider's expense.

- 3.4** Deptford Park Primary School signature, given on any delivery note or other documentation presented by the provider for signature in connection with delivery of any supply is evidence only of the number of packages etc. received. In particular, it is not evidence that the correct number or quantity or number of supply item has been delivered or that the supplies delivered are in good condition or of the correct quality.
- 3.5** The provider will ensure that in all respects the service/supply comply with all requirements of any statute, statutory rule or order, or other instrument having the force of law, which may be in force when the service/supply are delivered. In particular, without prejudice to the generality of the foregoing all supplies capable of use as or in any way likely to be used in the preparation or packing of food or any other supply for human consumption or for use upon the human body shall contain nothing rendering them unsuitable for their purpose and shall comply with all relevant requirements in relation to their sale and composition.

4. Property and Risk

Property and risk in the service/supply shall pass to us when they are delivered in accordance with Condition 2. Such passing of property and risk shall be without prejudice to any right of rejection arising under these Conditions. In particular (but without prejudice to the generality of the foregoing) under Conditions 3.1 to 3.5 above.

5. Price and Payment

- 5.1** Deptford Park Primary School shall be entitled to withhold payment against any invoice which is not submitted in accordance with these Conditions or which covers or relates to any service/supply, which are not in accordance with these Conditions.
- 5.2** Deptford Park Primary School will make no payment until a priced invoice has been submitted to Deptford Park Primary School's Headteacher who originated this order, following delivery in accordance with these Conditions. Payment shall be due within 30 days of the receipt by Deptford Park Primary School of a properly submitted invoice provided that any payment by Deptford Park Primary School shall not imply acceptance of the service/supply.
- 5.3** Any variation in the price specified must be approved by Deptford Park Primary School before delivery of the service/supply.

6. Indemnities, third party liabilities

- 6.1** The provider shall indemnify Deptford Park Primary School against all loss actions, costs claims, demands, expenses and any liabilities whatsoever which Deptford Park Primary School may incur either at common law or by statute in respect of personal injury to or death of any person or in respect of any loss or destruction of or damage to property (other than as a result of Deptford Park Primary School default or neglect) which shall have occurred in

connection with any work executed by the provider in connection with this order or shall be alleged to be attributable to some defect or deficiency in the service/supply.

- 6.2** Whilst any of the providers personnel are on our premises they shall be required to abide by the safety rules and other relevant regulations laid down by Deptford Park Primary School from time to time. This order is given on the condition that (without prejudice to the generality of Condition 6.1) the provider will indemnify the School against all loss actions, costs, claims, demands, expenses and any liabilities whatsoever Deptford Park Primary School may incur either at common law or by statute in respect of personal injury to or death of any person while on Deptford Park Primary School premises whether or not such persons are (at the time when such personal injury or deaths are caused) acting in the course of their employment.
- 6.3** The provider will indemnify Deptford Park Primary School against any and all loss actions, costs claims, demands, expenses and any liabilities whatsoever caused to Deptford Park Primary School whether directly, or as a result of the action claim or demand of any third party by reason of any breach by the supplier of these Conditions or of any terms or obligations on the providers part implied by the Sale of Goods Act 1979, by the Supply of Goods and Services Act 1982 or by any other statute or statutory provision relevant to this order or to service/supply covered thereby. This indemnity shall not be prejudiced or waived by any exercise of Deptford Park Primary Schools rights under Condition 3.3.
- 6.4** Whenever any sum of money is recoverable from or payable by the provider to Deptford Park Primary School as a result of the operation of these Conditions or any breach by the provider of same, such sum may be deducted by Deptford Park Primary School from any sum then due or which at any time thereafter may become due to the provider under any other order or transaction placed or entered into by Deptford Park Primary School with the provider.

7. Cancellation

- 7.1** Deptford Park Primary School reserve the right to cancel the whole or any part of this order or any consignment on the account thereof.
- 7.1.1** If the same is not completed in all respects in accordance with the instructions and specifications stated in the order and with these Conditions in particular (but without prejudice to the generality of the foregoing) with Conditions 2, 3.1 and 3.5 compliance with which by the provider is of the essence.
- 7.1.2** If Deptford Park Primary School find that the providers have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or having done or forebode to do any action in relating to the obtaining or execution of this contract or any other contract with Deptford Park Primary School or for showing or forbearing to show favour or disfavour to any person in relation to this contract or any other contract with Deptford Park Primary School, or if the like acts shall have been done by any person employed by the provider or acting on the provider's behalf (whether with or without the provider's knowledge), or if in relation to any contract with if the provider or any other person before referred to shall have committed any offence under the Prevention of Corruption Acts 1889 to

1916 or shall have given any fee or reward the receipt of which is an offence under The Local Government Act 1972.

- 7.1.3** If a Receiving order is made against the provider or if the provider becomes bankrupt or insolvent or compound with or assign in favour of creditors or (being an incorporated company) shall resolve to wind up or be ordered to be wound up or carry on business under a Receiver.
- 7.2** In the event of Deptford Park Primary School cancelling this order as to all or any service/supply covered thereby Deptford Park Primary School shall be entitled to purchase from a third party a like quantity, of service/supply of similar description and quality, or a reasonable alternative thereto, bearing in mind Deptford Park Primary School's need to take delivery of the service/supply by the date specified, and in that event the provider shall be liable to reimburse to Deptford Park Primary School on demand all expenditure whatsoever incurred by Deptford Park Primary School in connection with Deptford Park Primary School said cancellation, including any increase in the price of the service/supply.

8. Health and Safety Risks/Hazardous Service/Supply

- 8.1** The provider shall be responsible for the observance of any duties and/or other requirements set out in any Health and Safety Legislation and ensure the completion of any necessary risk assessment, or plan or similar documents necessary risk assessment, or plan or similar documents shall be provided to the officer authorising this order.
- 8.2** The provider will mark all hazardous supplies with international danger symbols where they exist, and display the name of the material in English. Transport and other documents must include declaration of the hazard and the name of the material in English. Supplies must be accompanied by emergency information in English in the form of written instructions, labels or markings. The provider shall observe the requirements of UK legislation and any relevant international agreements relating to the packing labelling and carriage of hazardous materials. All information held by or reasonably available to the provider regarding any potential hazards know or believed to exist in the transport handling or use of the supply supplied shall be promptly communicated to Deptford Park Primary School prior to delivery.

9. Other

The supplier will where applicable comply with Deptford Park Primary School's standing orders in relation to contracts and LB Lewisham Code of Practice for Contractors, Suppliers and Service providers. Copies of the same may be seen by arrangement.

10. Notices

Any notice or other communication required to be given or sent to Deptford Park Primary School or to the provider under these Conditions shall be sufficiently given or sent by prepaid first class recorded delivery post to Deptford Park Primary School addressed to the Headteacher at the address

stated overleaf or to the provider at the last known place of business or in the case of a company the registered office.