

St Matthew's CofE Primary School

STANDARD TERMS & CONDITIONS FOR ALL ORDERS FOR THE PURCHASE OF GOODS BY ST MATTHEW'S CHURCH OF ENGLAND PRIMARY SCHOOL FROM THE SUPPLIER

1. In these conditions:-

'Conditions' means these terms and conditions

'Goods' means the goods supplied under the order

'Order' means the Academy's order for the goods

'Academy' means St Matthew's Church of England Primary School

'Supplier' means the supplier of the goods

2. These conditions apply to all orders for the purchase of goods by the Academy from the Supplier. All other terms and conditions are excluded including any terms and conditions which the Supplier may attempt to apply under any sales offer or other documents. Delivery of goods by the Supplier to the Academy shall be deemed to be conclusive evidence of the Supplier's acceptance of these conditions.
3. No variation of these conditions shall be effective unless agreed in writing between the Academy and the Supplier.
4. Goods must be of the type and quality specified in the order, and where relevant must comply with samples previously approved by the Academy.
5. Goods shall be supplied in such quantities, at such times and in such manner as the Academy may direct. Goods shall be delivered at the Supplier's risk to the address specified in the order and shall be free from charges for carriage and packaging except where the Academy agrees to pay such charges in the order. The Supplier shall be responsible for the offloading of goods on delivery.
6. Property and risk in the goods shall pass to the Academy on delivery except where payment has already been made, when property in the goods shall pass on payment.
7. The Supplier shall provide a delivery note quoting the order number and giving details of the goods delivered. The Academy's order number must also be quoted on the invoice.
8. If the goods delivered are not of the specified quality, quantity or type or if they do not comply with any sample previously supplied then the Academy can either refuse to receive the goods at all or can reject all or part of them.
9. If any goods rejected by the Academy are not removed by the Supplier within 7 days from the notice, the Academy may remove the goods at the Supplier's cost. Rejection may be for quality reasons or other valid grounds.
10. The Supplier warrants to the Academy that the goods will be of satisfactory quality (within the Sale of Goods Act 1979) and fit for the purpose stated by the Supplier or made known to the Academy at the time the order is placed; the goods will be free from defects in design, material and workmanship, the goods will correspond with any relevant specified sample and will comply with all statutory requirements and regulations relating to the sale of goods.
11. If the Supplier does not deliver the goods within the time specified in the order, the Academy can cancel the order.
12. The Academy shall not be liable for any damage to or deterioration of any rejected goods whilst in its possession.
13. The Supplier shall not assign or sub-contract the order (in whole or in part) without the Academy's agreement but no consent is necessary for sub-contracting the delivery of the goods.
14. The Supplier shall indemnify the Academy against all losses, claims and costs arising from injury (including death), loss of or damage to property real or personal arising out of the act or default of the Supplier, its servants, agents or subcontractors in connection with the order.
15. The Academy may cancel the order immediately if the Supplier becomes bankrupt, has a receiver appointed, goes into liquidation or if the Supplier is guilty of any offence under relevant Prevention of Corruption legislation.
16. Where a price is specified in the order the price actually chargeable must not exceed it.
17. The Supplier must comply with every relevant legal requirement (including EU and UK standards) relating to manufacture, packaging and delivery of goods.
18. English law applies to the order.
19. The Academy may set off against the price any amount due from the Supplier under this or any other order.
20. The Academy's rights in these conditions supplement any warranty or guarantee offered by the Supplier. The Academy will have the rights to require the Supplier to remedy defects in the goods (by repair or replacement) if within 6 months of delivery, the goods become defective because of poor design or workmanship, use of faulty materials or other relevant reason.

Note: These conditions were issued by Chester Diocesan Academies Trust on 1 January 2014.