



STANDARD CONDITIONS OF CONTRACT FOR THE SUPPLY OF GOODS OR SERVICES

1. Definitions and Relevant Law

'The College' means Reaseheath College.

'The Principal' means the Principal of Reaseheath College.

'The Contractor' means the person, firm or company to whom the contract is awarded and to whom the order is addressed.

'The Supplier' means the person, firm or company to whom the contract is awarded and to whom the order is addressed.

'Goods or Services' means such articles, materials, commodities or services as are described in any formal Contract, Tender or Order.

'Order' means an Order placed by the College with the Contractor or Supplier for the supply of goods or services.

Use of terms implying the masculine gender shall be understood to include the feminine or corporate equivalents.

These conditions shall be construed in accordance with English Law.

2. Acceptance

These Standard Conditions of Contract for the Supply of Goods or Services will apply when a Contractor or Supplier accepts an Order from the College, unless a specific formal Contract or Tender is prepared and executed under the hand of the Principal or his duly authorised representative. Any standard Conditions of the Contractor shall not form part of the Contract.

3. Contract and Period of Contract

The Contract will be in force for the whole of the period set out in any formal Contract or Tender unless previously determined, or for the period of supply if there is no formal Contract or Tender.

4. Variations

Neither the College nor the Contractor will be bound by any variation, addition, to, or waiver of these conditions except as agreed by both parties in writing and signed on their behalf by their respective duly authorised representative.

5. Delivery

During the period of the contract the Contractor shall on executing an order properly pack and secure the goods in such a manner as to reach their destination in good condition under normal conditions of transport and thereafter deliver the same or cause to be delivered free from delivery, carriage and other charges (unless otherwise stated in the tender documents) at the place or places as may be directed and in such quantities and at such times as specified in the Order by the College or its duly authorised officer. Any access to the College's Premises and any labour and equipment provided by the College in connection with delivery shall be provided without acceptance by the College of any liability in respect of any actions, claims, demands, costs and expenses incurred by third parties (including any agent of the College) for any loss or damages to the extent that such loss or damage is not attributable to the negligence or other wrongful act of the College or any servant or agent thereof. Where any access to College Premises is necessary in connection with delivery or installation, the Contractor and his sub-contractors shall at all times comply with the reasonable requirements of the College or any servant or agent thereof.

6. Passing of Title

Title to goods which are the subject of an Order shall pass to the College on delivery.

7. Return of Containers

If any containers in which goods are delivered are to be returned to the Contractor, the Contractor will be required at his own expense to arrange for the collection or return to him of such containers, and no charge is to be made in respect of such containers.

8. Quality, Design and Construction

- (a) The goods shall:-
 - (i) conform as to quality and description with the particulars stated at the time of order, including any modifications or customization.
 - (ii) be of sound materials and workmanship.
 - (iii) be equal in all respects to the samples, patterns, drawings or specifications provided or given by either party.
 - (iv) if the purpose for which they are required is indicated in the Order either expressly or by implication, be fit for that purpose.
- (b) Where an appropriate British Standard Specification is in force at the date of delivery, all goods supplied shall be at least in accordance with that standard.
- (c) The Contractor warrants that the design, construction and quality of goods to be supplied under the Contract comply in all respects with all relevant requirements of any Statute, Statutory Rule or Order, or other instrument having the force of law which may be in force at the time when the same are supplied.

9. Inspection and Analysis

- (a) The College shall at all reasonable times have access to the premises or works of the

Contractor or Supplier and shall be afforded facilities for inspecting and testing any goods at the works of the Contractor before delivery.

- (b) The College may analyse or test, or cause to be analysed or tested any goods delivered by the Contractor, and if such goods are found not to be equal to or vary from the specification the College may reject the whole or any part thereof and recover the cost of the analysis or test from the Contractor in accordance with Condition 10 hereof.

10. Rejection

The College may by notice in writing or otherwise to the Contractor reject the goods if the Contractor fails to comply with his obligations under Conditions 5, 8 and 9 hereof and may also, by notice in writing or otherwise to the Contractor given within 28 days or such other period as may be agreed after delivery, reject any goods which are found not to be accordance with the Specification, The College shall thereafter return the rejected goods to the Contractor at the Contractor's risk and expense. In such case the Contractor shall within a reasonable time replace such rejected goods with goods which are in all respects in accordance with Condition 8 of this document.

11. Accounts

Accounts for goods shall be rendered for payment quoting the order number to the College or as otherwise directed on the Official Order. All discounts quoted by the Contractor shall be allowed on such accounts if paid during the period therein stated. Accounts shall be addressed to **Reaseheath College, Reaseheath, Nantwich, Cheshire, CW5 6DF, for the attention of the Finance Department.**

The College reserves the right to return any documents incorrectly addressed. Notwithstanding the above, the College is willing to accept documents by electronic means.

12. Power to Purchase in Default

In the case of failure by the Contractor to deliver goods demanded within the period for delivery specified in the Order, or in the case of goods being rejected by the College or its duly authorised officer under Condition 10 hereof the College or its duly authorised officer shall have absolute power to purchase other goods and any excess cost so incurred together with any expenses attending the purchase shall be recoverable by the College from the Contractor and the discretion of the College or its duly authorised officer in the exercise of such power as aforesaid shall be final and binding on the Contractor.

13. Quantities

Where a tender for supplies is issued by the College, the quantities set out in that tender are given as a guide to tenderers and are based upon past consumption and estimated requirements. Nevertheless the College does not bind itself to purchase such quantities but reserves to itself the right to order only such quantities as it may require from time to time during the period of the Contract.

14. Tender

The College uses an electronic tendering system and will only accept tender submissions made in any way other than via the College's electronic tendering system in exceptional circumstances, such circumstances to be defined at the absolute discretion of the College. The College does not bind itself to accept the lowest or any tender and reserves the right to accept any tender wholly or in part. It may select an item or items for acceptance as it shall see fit and the Contractor shall be bound by such acceptance.

15. Official Order and "No PO, No Pay" policy

All goods must be the subject of an Official Order issued by the College. The College shall not be responsible for any goods which are delivered by the Contractor and are not the subject of an Official Order. Such goods shall be collected by the Contractor at the Contractor's expense.

The College reserves the right to return an invoice unpaid if:

- that invoice does not follow HMRC guidance on the correct format of an invoice.
- that invoice does not quote an Official Order number, under the College's "No PO, NO Pay" policy, which is available on request from the College.

Payment for goods or supplies will not be made until a valid invoice is received.

16. Gifts or rewards to members or officers

The College shall be entitled to cancel any order or Contract and to recover from the Contractor the amount of any loss resulting from such cancellation, if the Contractor shall have offered or given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to have done any action in relation to the obtaining or execution of the Contract or any other Contract with the College or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with the College or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to any Contract with the College, the Contractor or any person employed by him or acting on his behalf shall have committed any offence under the **Bribery Act 2010**.

17. Assignment

The Contract or any part thereof shall not be assigned by the Contractor or sub-let without the written consent of the College under the hand of the Principal or his authorised representative.

18. Determination of Contract

The Contract may be determined by the College at any time by notice in writing to the Contractor in the event of any breach of any of the stipulations and conditions contained therein or if the Contractor (or any partners in the Contractor's business if the Contractor be a firm) shall become bankrupt or have a receiving order made against them or him or shall present their or his petition in bankruptcy or shall make any arrangements with or assignment in favour of their or his creditors or shall agree to carry out the Contract under a committee of inspection of their or his creditors or if the Contractor (being an incorporated Company) shall be the subject of an Order for winding up whether compulsory

or voluntary or if a resolution to wind up shall be passed by the shareholders or if a Receiver be appointed of the business of the Contractor provided that the rights of the College in respect of any antecedent breach by the Contractor of any terms of the Contract shall remain unaffected and provided also that the Contractor shall, if called upon by the College to do so, complete any orders which may have been given to him prior to the determination of the Contract, on the terms provided by the Contract.

19. Indemnity

The Contractor shall indemnify the College against:-

- (a) any claim for bodily injury, loss of life or damage to property to third parties provided always that this indemnity shall not apply where the bodily injury, loss of life or damages to property results from any act or default of the College its officers or agents or other Contractor (not being employed by the Contractor) and the Contractor shall effect and maintain insurance policies which provide full cover in respect of such claims and shall when required by the College or its officers produce satisfactory evidence that he is insured against such liability.
- (b) any breach by the Contractor of the provisions relating to quality, design or construction in clause 8 hereof including the legal costs of defending any proceedings, criminal or civil, brought against the College arising from such breach.

20. Material and Property of the College

The Contractor shall be liable for any damage to or loss of any material or property of the College sent to the Contractor by the College for any purpose in connection with the Contract whilst the material or property is in the possession of the Contractor and the Contractor shall insure any such material or property against such damage or loss. Any plans, designs or similar works provided by the College remain the property of the College at all times and the Contractor shall use such only for the purpose of fulfilling his contractual obligations. The Contractor shall not require any rights in the works and shall not publish or disclose the works to third parties unless such disclosure has been authorised in writing by the College.

21. Compliance with Relevant Legislation and College Policies

The Contractor shall comply with all legislation and all College Policies at the time being in force which is relevant to the goods supplied. In particular, the Contractor's attention is drawn to the requirements of:-

- (a) The Health and Safety at Work Act or similar legislation in force from time to time, particularly but not restricted to legislation which requires suppliers to ensure so far as is reasonably practicable that any article or substance supplied is safe and without risks to health when properly used and to secure that such article or substance is capable of being supported by information about its proper use and any conditions necessary to ensure that such use will be safe and without risk to health.
- (b) Control of Substances Hazardous to Health (COSHH) Regulations 2002 (as amended).
- (c) The Consumer Safety Act 1978 and regulations thereunder.

- (d) The College Equality, Diversity and Inclusion Policy, which requires that the College and Contractor have due regard to the need to ensure:
 The elimination of unlawful discrimination, harassment and victimisation and any other conduct prohibited under the Equality Act 2010;
 The advancement of the equality of opportunity between people who share a protected characteristic and people who do not;
 The fostering of good relations between people who share a protected characteristic and people who do not.
- (e) The Contractor agrees to provide before delivery of the Goods or Services such assurances as the College may require to ensure compliance with the Safeguarding Policies of the College in force from time to time.

22. Royalties and Patent Rights

The Contractor shall indemnify the College from and against all claims proceedings damages costs and expenses which may be brought or made against the College or to which they may be put by reason of the Contractor's infringing or being held to have infringed any patent rights in relation to any patented articles processes and inventions and in the event of any injunction being obtained against the use of the same the Contractor shall forthwith replace the same with other goods or materials as the case may be satisfactory to the College which do not infringe any such patent rights.

23. Notices

Any notice to the Contractor shall be deemed to be sufficiently served if given to the Contractor or his duly authorised agent or left for or sent by post addressed to him at his usual or last known place of abode or business or in the case of an incorporated Company at her registered office of the Company.

24. Disputes

If any difference shall arise between the Contractor and the College as to the interpretation or operation of these Conditions as to the rights duties obligations or liabilities or either party hereto the said difference shall be referred to a single arbitrator if the parties can agree upon one or in default of agreement to two arbitrators one to be appointed by each party or their umpire and in either case in accordance with the provisions of the Arbitration Acts 1996 or any statutory modification or re-enactment thereof.

25. Time of Essence

In these conditions or any addition thereto or variation made in accordance herewith where a period of time is referred to time shall be of the essence in all such cases.

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