

**LONDON BOROUGH OF ENFIELD
SCHOOLS' PURCHASE ORDER
STANDARD TERMS AND CONDITIONS ("Order")**

- 1 A contract is deemed to be formed upon acceptance by the Contractor of the Order or upon the placing of the Order where pursuant to a quotation or tender.
- 2 All goods and services supplied in respect of this Order must satisfy any appropriate British Standard specification, Approved Codes of Practice or equivalent European Union Standard in terms of safety, quality and fit for purpose. All services must be carried out with due skill, care and diligence which a competent and suitably qualified person performing such services could reasonably be expected to exercise in accordance with the appropriate industry best practice/statutory requirements.
- 3 The Contractor shall deliver/supply the goods, services or materials at the Contractor's risk and expense at such time and to such a place as specified in this Order, except where otherwise indicated on this Order. Title to the goods, services or materials shall pass on payment by the School unless otherwise agreed between the parties.
- 4 The School shall not be deemed to have accepted any part of the goods until after the School's employees have inspected the goods and made payment. The School may reject the whole or part of the goods, services or materials if it considers that they are of an unsatisfactory quality or not in accordance with the Purchase Order, (until 28 days after delivery). Failure to remove the goods/services/materials within seven days of request may result in removal by the School at the Contractor's expense. The Contractor warrants to the School that the goods will, from time of delivery, be free from defects or failures in design material and workmanship for such period as is reasonable for that type of goods.
- 5 The prices for the goods, services or materials shall remain fixed unless otherwise agreed by the parties and shall be exclusive of Value Added Tax ("VAT"). VAT shall be due at the rate applicable at the tax point date of the Contractor's invoice. The Contractor shall submit an invoice within 28 days of supplying any goods or services. The Order number must be quoted on all invoices and delivery notes. Save where an invoice is in dispute the School shall pay the Contractor within 30 days and if not paid when due the Contractor may claim interest in accordance with the Late Payment of Commercial Debts Regulations.
- 6 Time is of the essence unless otherwise agreed in writing at the time of the Order.
- 7 The School shall be entitled to deduct any monies due to the School from sums payable to the Contractor under this Order or any other contract the Contractor has with the School.
- 8 The Contractor shall not assign, transfer or sub-let this contract or any parts thereof without the prior consent in writing of the School
- 9 The Contractor shall ensure adequate insurance for the purposes of this contract to the satisfaction of the School.
- 10 The Contractor shall indemnify the School against all claims, liabilities, damage and loss howsoever arising from this contract.

- 11 In accordance with current statutory requirements the Contractor shall not in its employment of staff discriminate against any person on the grounds of colour, race, nationality, ethnic or national origin, religion, age, sex or disability.
- 12 Maintenance and repair services provided with goods supplied shall continue for a period of no less than 12 months unless otherwise stated herein and shall cease upon one month's written notice prior to the end of the 12-month period or thereafter upon one month's written notice.
- 13 Unless set out in the Conditions of Contract to the contrary, the School shall be entitled to terminate the contract forthwith by written notice to the Contractor in the event of a breach of any of these conditions or if the Contractor failed to provide satisfactory performance of the requirements of the Order or if a receiver is appointed or if the Contractor becomes bankrupt or insolvent or goes into liquidation (either voluntarily or compulsorily) or if the Contractor's interest becomes vested in another person or body without the School's consent.
- 14 The School may terminate the contract if the Contractor or any of its employees or agents shall have committed any offence under the Prevention of Corruption Act 1889 to 1916 or shall have given any fee or reward the receipt of which is an offence under S.117(2) of the Local Government Act 1972.
- 15 Any information obtained by either party under this contract shall be kept confidential and shall at no time be divulged to a third party without the prior written consent of the other party, unless such information is already in the public domain. Such consent shall not be unreasonably withheld. The School reserves the right to disclose information about this Order in accordance with the Freedom Of Information Act 2000 and related statutory provisions pursuant to a valid request for such information.
- 16 Notwithstanding any other provision of this contract nothing in this contract confers or purports to confer any right to enforce any of its terms on any person who is not a party to it. For the avoidance of doubt The Contracts (Rights of Third Parties) Act 1999 are hereby excluded.
- 17 The Contractor shall comply with all Acts of Parliament, statutory instruments and by-laws applicable to the contract, in particular all legislation in force from time to time relating to the protection and safeguarding of the health and safety of School's employees, the School's servants and the School's premises in which the goods or services are to be used.
- 18 This contract and all its provisions shall be construed in accordance with English law.
- 19 No delay or failure in performance by either party shall constitute default or give rise to any claim for damages or loss of anticipated profits if such delay or failure is caused by force majeure.
- 20 The Contractor shall comply with all its obligations under the Human Rights Act 1998 and Data Protection Act 1998 as amended and re-enacted
- 21 The Order may only be varied if agreed in writing by both parties.
- 22 The Contractor and School shall use their best endeavours to negotiate in good faith and settle any dispute or difference that may arise out of or relate to the contract. In addition, before resorting to litigation, the dispute should be referred to mediation in accordance with the Centre for Effective Dispute Resolution Model Mediation Procedure. The Contractor shall continue to provide the goods/services in accordance with the contract and without delay or

disruption while a dispute or disagreement is being resolved, unless the School requests in writing that the Contractor does not do so.

- 23 The Contractor shall comply in all material respects with applicable laws and regulations in regards to environmental considerations (including but not limited to packaging) in force from time to time.
- 24 The failure of either party to insist upon strict performance of any provision of the Order or the failure or delay of either party to exercise any right or remedy to which it is entitled under the Order does not constitute a waiver of such right or remedy and shall not cause a diminution of the obligations established by the Order.
- 25 If any provision of the Order is held invalid, illegal or unenforceable by any court of competent jurisdiction such provision shall be severed from the Order and the remaining provisions shall continue in full force and effect as if the Order had been executed without the invalid, illegal or unenforceable provision.
- 26 The Contractor warrants to the School that none of the goods/services constitutes or involves any infringement of any existing intellectual property right and the Contractor hereby agrees to indemnify the School against all charges, expenses, costs and damages arising from any claim that the use or sale of any goods/services so supplied constitutes or involves any such infringements.