

Contract Terms and Conditions for St Leger Homes of Doncaster Purchase Orders

- 1.1 These terms and conditions will apply to the Purchase Order placed by St Leger Homes of Doncaster (the "Customer") with (the "Supplier" named on the Purchase Order. No other terms and conditions will apply.
- 1.2 By acceptance of the Purchase Order and performance against it the Supplier accepts these terms and conditions and will be contractually bound by them. Any attempt by the Supplier to vary them in any way shall have no effect. This includes any document or dispatch/delivery note and which in the sole opinion of St Leger Homes of Doncaster are an attempt, by the Supplier, to vary these terms.
- 1.3 The Supplier shall ensure that the goods and/or service shall:
- correspond with the quantity, type, sort, quality and description set out in the Purchase Order;
 - meet the performance standards and dates specified on the Purchase Order or notified to the Supplier by St Leger Homes of Doncaster;
 - be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the supplier or made known to the supplier by St Leger Homes of Doncaster;
 - where applicable, be free from defects in design, materials and workmanship and remain so for [12] months after delivery;
 - comply with all applicable statutory and regulatory requirements, orders and bye laws relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods or the services and shall indemnify St Leger Homes of Doncaster against all losses, claims or liabilities, expenses, proceedings or otherwise as a result of the Suppliers non-compliance with the same
 - have all the relevant consents, authorisations, licences and accreditations required to supply the Goods or provide the Services are in place prior to the delivery of any Goods to St Leger Homes of Doncaster
- 1.4 If the goods and/or service do not comply with Purchase Order instructions, St Leger Homes of Doncaster is entitled at its option to either
- return the goods at the risk of the Supplier; reject the goods and/or service; or
 - require the Supplier to re-perform the services; or
 - accept the whole or part of the goods and/or service supplied by the Supplier but without prejudice to any rights of the Customer to claim compensation or damages for loss or damage suffered as a result of failure to comply.
- 1.5 Part deliveries and/or deliveries outside of the agreed delivery times/dates may be refused unless the Authority has previously agreed in writing to accept such deliveries. Where delivery of the Goods is refused by the Customer in accordance with this clause, the Supplier shall be responsible for all risks, costs and expenses associated with the re-delivery of the Goods and or Services in accordance with the agreed delivery times/dates. Where St Leger Homes of Doncaster accepts delivery more than five (5) days before the agreed delivery date, St Leger Homes of Doncaster shall be entitled to charge the Supplier for the costs of insurance and storage of the Goods until the agreed date for delivery.
- 1.6 If the Supplier fails to deliver the Goods and/or perform the Services by the date specified in the Purchase Order St Leger Homes of Doncaster shall be entitled to terminate the Order and this contract without notice.
- 1.7 The price for the goods and/or service shall be the price as set out in the Purchase Order and shall be inclusive but not limited to the costs of packaging, insurance and carriage of the goods and/or provision of the service/s. No extra charges shall be effective unless agreed in advance of any receipt of invoice/s related to the Purchase Order by St Leger Homes of Doncaster.
- 1.8 In respect of goods, the Supplier shall invoice St Leger Homes of Doncaster in full on or at any time after completion of delivery. In respect of services, the Supplier shall invoice St Leger Homes of Doncaster either in full, monthly, quarterly or annually as agreed. To ensure speedy payment each valid VAT invoice must contain the Purchase Order number and shall include such supporting information required by St Leger Homes of Doncaster to verify the accuracy of the invoice.
- 1.9 St Leger Homes of Doncaster will pay the invoiced amounts within 30 days of the date of a valid and correct VAT invoice to a bank account provided in writing by the Supplier.
- 1.10 St Leger Homes of Doncaster may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by the Customer to the Supplier.
- 1.11 The Supplier shall hold and keep St Leger Homes of Doncaster indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by St Leger Homes of Doncaster due to or arising out of the performance of this contract or any breach by the Supplier of these terms and conditions or any term or obligation implied by law or any statutory provision that may be in force from time to time. The Supplier shall at all times have sufficient insurances in place and provide written evidence to St Leger Homes of Doncaster upon request.
- 1.12 The Supplier shall treat all confidential information regarding the Purchase Order and St Leger Homes of Doncaster as confidential and safeguard it accordingly, and shall not disclose any confidential information without the prior written consent of St Leger Homes of Doncaster.
- 1.13 In addition to the other abilities to terminate the Order/Contract if at any time after the commencement of the contract the Supplier commits: a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days after receiving notice of the breach or commits a material breach which cannot be rectified, then St Leger Homes of Doncaster may terminate the contract with immediate effect.
- 1.14 Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Supplier from supplying the Goods and/or Services for more than 4 weeks, St Leger Homes of Doncaster shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Supplier.
- 1.15 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of the Customer.
- 1.16 Any Notice or other formal communication required to be given under or in connection with this Contract shall be in writing and shall be delivered to the other party by email followed up by the Notice issue by prepaid first-class post.
- 1.17 No delay, neglect of forbearance on the part of either party in enforcing against the other party any term or condition of the contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this contract.
- 1.18 No partnership; Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership of any kind between any of the parties
- 1.19 Under the Contracts (Rights of Third Parties) Act 1999 any person who is not a named party to this Contract shall not have any rights under or in connection with it.
- 1.20 Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed by the parties in writing in advance of the variation.
- 1.21 Severance of any provision in this contract shall in whole or in part be held to any extent to be unlawful or unenforceable under any enactment or rule of law, the remainder of the provisions shall stand in full force and effect.
- 1.22 This Contract shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.