

## CONDITIONS OF CONTRACT

### 1. Definitions

In these conditions the School means Quantock Education Trust and the contractor means the person or company to whom this order is addressed. Where the contract is for the provision of services, the words the goods shall be read, where the context permits, as meaning the services which the contractor has contracted to provide. These conditions shall be construed in accordance with the Interpretation Act 1978.

### 2. Conditions

These conditions shall form the basis of the contract between the School and the contractor, notwithstanding anything to the contrary in the contractor's standard conditions or in any tender, quotation, advice note, invoice, acknowledgement, letter or any other document issued or sent by the contractor, these conditions shall apply except insofar as expressly agreed in writing by the School. No servant or agent of the School has the power to vary these conditions verbally. If the contractor shall not previously have accepted these conditions, then delivery by him shall constitute such an acceptance. These general conditions shall be subject to such further special conditions as may be prescribed in writing by the School. In the event of any conflict, or apparent conflict, between the special conditions and the general conditions, the special conditions shall prevail.

### 3. Delivery

- (i) Time of performance shall be of the essence of this contract.
- (ii) All goods shall be delivered at the contractor's risk and at no charge to the School.
- (iii) Each delivery of goods shall be accompanied or preceded by a Delivery or advice Note addressed to the appropriate officer of the School at the place where delivery is to be made and the Note shall quote the School's order number and set forth the name, quality, sort, rate, price, quantity and number of goods to be delivered as applicable.
- (iv) Delivery of the goods to the contractor or to a carrier shall not be deemed delivery to the School and goods must be delivered at the time and place specified in this form.
- (v) The contractor, his servants or agents, shall comply with all reasonable requirements at the place of off-loading and in particular shall ensure that his vehicles are not reversed or manoeuvred at any establishment where children are present without assistance from a responsible adult, and shall contact a responsible Officer, who the contractor may require to sign a receipt confining delivery of goods. Provided always that if the contractor employs a carrier the contractor shall ensure that these instructions are complied with by the carrier.

### 4. Force Majeure

If delivery is delayed by some cause totally outside the control of the contractor, he shall give written notice of such cause within seven days of its occurrence and the School may then (but without prejudice to its other rights) allow such extra time for delivery than is reasonable in the circumstances.

### 5. Containers and Pallets

- (i) The School will not be liable to pay for any pallets, packages or containers in which goods are supplied.
- (ii) Any such pallets, packages or containers which remain the property of the contractor shall be collected by the contractor at his own cost within seven days' notice that they are in the School's custody.

### 6. Prices

The prices quoted by the contractor shall include delivery and the cost of packing (see conditions 3 and 5). All prices shall be fixed. It is not acceptable for the supplier to quote a variable price or to stipulate prices at the date of delivery or the like. All prices quoted shall be exclusive of VAT.

### 7. Assignment of Contract

The contractor shall not transfer, sub-let or assign all or any part of the contract without prior written consent of the School.

### 8. Standard Specifications

- (i) Where an appropriate European standard implemented by a British standard, or in its absence a common technical specification, or in its absence a British standard current at the date of the order the contractor shall comply with such standards in the order listed unless specified.
- (ii) Goods supplied or services rendered must meet the requirements of all current health and safety at work legislation.

### 9. Passing of Property and Risk

The property and risk in the goods shall pass to the School on delivery but without prejudice to any right of rejection.

### 10. Prevention of Corruption

The School may cancel the contract and recover any resulting loss if the contractor or his employees or agents with or without his knowledge:

- (a) Does anything improper to influence the School in the award of a contract.
- (b) Commits an offence under the Prevention of Corruption Act 1906 to 1916 or Section 117(2) of the Local Government Act 1972.

### 11. Private transactions

The contractor shall not during the performance of this order solicit or receive orders or engage in private transactions with any servant or employee of the School for goods under this Contract.

### 12. Cancellation

The School shall be entitled to cancel this order at any time by given written notice to the contractor. If the School exercises this right of cancellation shall be bound to pay a reasonable price for any work already completed but shall otherwise be free from liability.

### 13. Insolvency

If the contractor becomes bankrupt or insolvent or (being a company) makes an arrangement with his creditors or has a receiver appointed or commences to be wound up, other than for the purposes of amalgamation or reconstruction, the School may, without prejudice to any of its rights, terminate the contract forthwith by notice to the contractor or any person in whom the contract may have become vested.

### 14. Guarantees

It shall be a condition of the contract that the goods comply in all respects with the contract description and with any statements or undertakings made by the contractor, or his servants or agents, prior to the giving of the order. The contractor undertakes that all goods and services supplied by him shall be of first-class quality and recognise that the School has placed the order relying on the skill and expertise of the contractor and any statements and representations made by him. If the goods (or any of them) supplied shall be defective upon delivery or shall prove to be defective within 12 months of delivery, then the School may call upon the contractor (but without prejudice to the School's other rights) to rectify or replace the goods (at the School's option) and at the contractor's expense. All obligations in this condition shall further apply to any such rectified or replaced goods.

### 15. Indemnification

The contractor shall indemnify and keep indemnified the School against:

- (a) any claim which may be made in respect of employers' liability against the School or the contractor by any workmen employed by the contractor or any sub-contractor in the execution of the contract.
- (b) Any claim for injury or damage to property of third parties.
- (c) any claim for infringement of any copyright, letters patent or registered design, trade mark or trade name by reason of the use or sale of the goods supplied, and against all costs and damages which the School may incur in any action for such infringements of for which the School may become liable in such action, and for any royalties payable by the School.

### 16. Law

The contract shall be governed by and be construed in accordance with English Law. The exercise by the School of its rights hereunder are without prejudice to any of its other rights. The complete or partial invalidity or unenforceability of any of these terms and conditions shall in no way affect the validity enforceability thereof for any other purpose or of any of the other terms and conditions.