



## **New College Durham Academies Trust trading as North Durham Academy and Consett Academy - Purchasing Terms and Conditions. (Goods/Service)**

### **1. Definitions**

**1.1** In these conditions 'the Purchaser' means New College Durham Academies Trust (the Trust). The 'Supplier' means the supplier named on the contract and 'the Goods/Service' means any such goods/service as are to be supplied to the Purchaser by the Supplier (or by any of the Supplier's sub-contractors) pursuant to or in connection with this 'the Order'.

### **2. The Goods/Service**

**2.1** The Goods/Service shall be to the reasonable satisfaction of the Purchaser and shall conform in all respects with any particulars specified in this Order and in any variations thereto.

**2.2** The Goods/Service shall conform in this respect with the requirements of any statutes, orders, regulations or by-laws from time to time in force.

**2.3** The Goods/Service shall be fit and sufficient for the purchase for which such goods/service are ordinarily used, and for any particular purpose made known to the Supplier by the Purchaser, and the Purchaser relies on the skill and judgement of the Supplier to supply of the Goods/Service in the execution of the Order.

### **3. The Price**

**3.1** Unless otherwise agreed in writing by the Purchaser, the Supplier shall render a separate invoice in respect of each consignment delivered under this Order. Payment shall be due 30 days after receipt of the Goods/Service or the correct invoice therefore, whichever is the later.

**3.2** Value Added Tax, where applicable, shall be shown separately on all invoices as a strictly net extra charge.

### **4. Delivery**

**4.1** Where any access to the premises is necessary in connection with delivery or installation the Supplier and his sub-contractor shall at all times comply with the reasonable requirements of the Purchaser.

**4.2** The time of delivery shall be of the essence and failure to deliver within the time promised or specified shall enable the Purchaser (at his option) to release himself from any obligation to accept, and pay for, the Goods/Service and/or to cancel all or part of the order thereof, in either case without prejudice to his other rights and remedies.

## **5. Guarantee**

**5.1** The guarantee period applicable to the Goods/Service shall be 12 months from putting into service or 18 months from delivery, whichever shall be the shorter (subject to any alternative guarantee arrangements agreed in writing between the Purchaser and the supplier). If the Purchaser shall within such guarantee period or within 30 days thereafter give notice in writing to the Supplier of any defect in any of the Goods/Service as may have arisen during 2 such guarantee period under proper and normal Use the Supplier shall (without prejudice to any other rights and remedies which The Purchaser may have) as quickly as possible remedy such defects whether by Repair or replacement (as the Purchaser shall elect) without cost to the Purchaser

## **6. Payment**

Invoices relating to the purchase of equipment/services specified above should be in the name of North Durham Academy or Consett Academy, quoting the official order number and emailed to:

- North Durham Academy – [suppliers@ndacademy.co.uk](mailto:suppliers@ndacademy.co.uk)
- Consett Academy – [suppliers@consettacademy.org.uk](mailto:suppliers@consettacademy.org.uk)

Alternatively by post to:

- North Durham Academy, High Street, Stanley, DH9 0TW
- Consett Academy, Ashdale Road, Consett, DH8 6LZ

## **7. Health and Safety**

**7.1** The Supplier represents and warrants to the Purchaser that the Supplier has satisfied himself that all necessary tests and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are designed and constructed so as to be safe and without risk to the health or safety of persons using the same, and that he has made available to the Purchaser adequate information about the use for which the Goods/Service have been designed and have been tested and about any conditions necessary to ensure that when put to use the Goods will be safe and without risk to health. The Supplier shall indemnify the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses which the Purchaser may suffer or incur as a result of or in connection with any breach of this Condition

## **8. Freedom of Information**

**8.1** The Purchaser will make information available to third parties as required by the Freedom of Information Act 2000 (FOIA) and the Environmental Information Regulations 2004 (EIR). The Supplier must acknowledge that the Trust may be

obliged under the FOIA or the EIR to disclose information without informing the Supplier regardless of whether the Supplier considers the information confidential.

## **9. Indemnity and Insurance**

**9.1** Without prejudice to any rights or remedies of the Purchaser the Supplier shall indemnify the Purchaser against all actions, suits, claims, demands, losses charges, costs and expenses which the Purchaser may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (whether fatal or otherwise) to any person which may result directly or indirectly from any defect in the Goods/Service or the negligent or wrongful act or omission of the Supplier.

**9.2** The Supplier shall effect with a reputable insurance company a policy or policies of insurance covering all the matters which are the subject of indemnities under these Conditions and shall at the request of the Purchaser produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium due thereunder.

## **10. Termination or Supplier's Insolvency**

**10.1** Without prejudice to any other rights or remedies of the Purchaser under this Order the Purchaser shall have the right forthwith to terminate this Order by written notice to the Supplier or his trustee in bankruptcy or receiver or (if a company) liquidator or administrator if the Supplier shall have a receiver appointed over all or a substantial part of his or its assets or (if an individual) be declared bankrupt or (if a company) shall go into liquidation or have an administrator appointed to manage its affairs.

## **11. Assignment and Sub-contracting**

**11.1** The Supplier shall not without the written consent of the Purchaser assign the benefit or burden of this Order or any part thereof.

**11.2** No sub-contracting by the supplier shall in any way relieve the Supplier of any of his responsibilities under this order.

## **12. Governing Law**

**12.1** These conditions shall be governed by and construed in accordance with English Law and the Supplier hereby irrevocably submits to the jurisdiction of the English Law courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of the Purchaser to take proceedings against the Supplier in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.