

## Aquinas College Conditions of Contract

1. This order is subject to the Conditions of Contract hereinafter contained. The supply of goods shall be deemed to be an acceptance of the order.
2. For the purpose of these Conditions of Contract the following meanings shall apply:
  - (a) "The College" shall mean the Principal for the time being of the College or Governors of the College for which the Goods shall be required and shall as regards the taking of any action or the giving of any order instruction of notice by or on behalf of the College include the Assistant Principal (Finance) for the time being of the College.
  - (b) "The Contractor" shall mean and include the company body or persons and its or their successors, executors and administrators to whom this order is sent.
  - (c) "The Contract Documents" shall mean collectively this order form and all documents annexed to or referred to in the order form.
  - (d) "The Contract" shall mean this order and the Contractor's acceptance thereof.
3. The Contractor shall supply and deliver the Goods to the College at the place or places specified in the Contract Document or in any order given by the College in such quantities and in such manner and at such times as the College so orders in writing and shall be of such quantity or type and at rates or prices respectively set out in the Contract Documents. All goods supplied in accordance with this order shall be delivered free of delivery charges and at the Contractor's risk unless the Contract Documents provide otherwise.
4. The whole of the goods supplied shall:
  - (i) be of the best of their kind and free from all defects, and
  - (ii) conform as to quantity, quality and description with the particulars specified in the Contract Documents, and
  - (iii) be equal in all respects to the samples, patterns or specifications provided by either the Contractor or the College, and
  - (iv) be capable of any standard or performance specified in the Contract Documents, and
  - (v) be of a design, construction and quality which complies with all relevant requirements of any statute, regulation or order in force when the goods are supplied.
5. Where an appropriate specification or code of practice issued by the British Standards Institution of the Department of the Environment is current at the date when the goods are supplied, all goods and materials used or supplied and all workmanship shall not be less than that standard unless otherwise agreed in writing by the College or specifically stated in the Contract Documents.
6. At the time of delivery the Contractor must furnish the College with an advice or delivery note containing particulars of the quantities, weights, prices and descriptions of all goods delivered at that time. Should any costs be incurred by the College in consequence of the neglect of the Contractor in this respect it shall be lawful for the College to deduct and retain the amount of such costs from the amount of any monies due to Contractor unless the College shall exercise its rights under Clause 9 or 10 hereof in which event the provisions of Clause 9 or 10 shall apply to such a breach.
7. An invoice for the entire sum due to the Contractor for each delivery of goods under this Contract shall be delivered or sent to the Finance Dept. by the Contractor immediately after the despatch of such goods. No payment will be made until the Budget Holder has certified that the goods have been supplied in accordance with the Contract. The credit period taken by college is a standard 30 days.
8. The College shall be at liberty to reject any goods if the Contractor has not complied with all the provisions of Clauses 3, 5, 6 or 7 hereof. Rejected goods must be removed by and at the expense of the Contractor within two days after notice of the rejection has been given to him. If not so removed, the College may cause such goods to be removed and charge the Contractor with all expenses incurred in such removal.
9. If the Contractor shall not deliver any goods at the time ordered by the College, or if the Contractor shall not deliver goods in replacement of any rejected under Clause 9 hereof within such time as is allowed by the College, then the College shall be at liberty to purchase from any other person(s) goods in place of those not delivered or so rejected and any loss thereby sustained by the College shall be recoverable from the Contractor by the College.
10. In the event of any breach of or non-performance of any of these Conditions by the Contractor the College may determine the Contract null and void and purchase the required goods from any other person(s) and any loss thereby sustained by the College shall be a debt payable by the Contractor to the College.
11. If any monies shall become due to the College from the Contractor by the operation of Clause 9, 10 or 11 hereof, then they may be deducted from any monies due or to become due to the Contractor from the College.
12. The Contractor shall conform to the College's Governors Orders relating to corruption, assignment, sub-letting and underletting and this same shall be deemed to have been expressly incorporated into this contract and in the event any non-compliance with or breach the College may exercise its powers under Clause 10 above, copies of the relevant Governors Orders may be obtained from the College's Assistant Principal (Finance) Aquinas College.
13. Where the cost of goods supplied includes a refundable deposit on a container or other packaging for the goods the Contractor shall collect the container or packaging from the College at his own cost when requested to do so by the College.
14. The College may at any time countermand any order given and in every such case, the Contractor shall have no claim in respect of any goods required, by such order unless the same be of the quality and description ordered and authorised by this Contract shall have been delivered at such place, within Aquinas College as may be stipulated by the College in the order before the time of such countermand, in accordance with these Conditions of Contract.
15. The Contractor shall indemnify the College in respect of any claim made or action brought against the College for infringement or copyright, design or patents in respect of the goods supplied to the College under this Contract.
16. The Contractor shall undertake all liability and shall fully indemnify the College in respect of any claim made by any workman or person in the employ of the Contractor or any sub-contractor or by any other person or third party not in such employ under the provisions of any Statute or at Common Law in respect of damage to property or the death of or injury to any person whomsoever occurring due to any defect in the goods supplied under the Contract (fair wear and tear after delivery by the Contractor to the College being excepted) and the Contractor shall pay and discharge all costs charges and expenses which may be payable in consequence of any such claim. The College may recover any amount paid by them by action at law or may deduct the same from monies due to the Contractor for the execution of the Agreement any certificate of the amount payable to the Contractor in respect of the Agreement or any clause of these Conditions or any submission or reference therein contained or any other matter or thing notwithstanding.