

SOUTH STAFFORDSHIRE COLLEGE TERMS FOR SUPPLIERS

1. Definitions/Interpretation

1.1 In these terms:

"You" means the person, firm or company who enters into a contract with us and "your" shall be construed accordingly.

"We" means South Staffordshire College and the expressions "our" and "we" shall be construed accordingly.

"Goods" means the goods, work and/or materials (Including any instalment or any part of Goods) which you are to create, prepare and/or supply in accordance with each contract

"Services" means any services (Including or any part thereof) which you are to provide to us or to our order in accordance with each Contract

"Contract means any contract between us for the creation, preparation or supply of any Goods and/or the provision of services.

1.2 Where you comprise two or more persons your obligations under each Contract shall be joint and several.

1.3 The headings in these Terms are for convenience only and shall not affect their Interpretation

1.4 The singular includes the plural and vice versa

2. Basis of Acquisition ("The Contract")

2.1 These terms shall govern each Contract and shall constitute the only terms on which we are prepared to Contract with you subject to 2.2 below these terms shall prevail over and supersede any terms or conditions contained in or referred to in your quotation or acceptance elsewhere

2.2 Any order from us shall only be capable of acceptance by you if given on our official purchaser order form. No addition or variation

to these Terms shall be binding on us unless in writing and signed by one of our duly authorised representatives.

2.3 The College operates a "no purchase order, no payment" policy and therefore all invoices must quote a valid College purchase order number

3. Delivery

3.1 All correspondence with the College must be made in writing to the Finance Office, South Staffordshire College, Rodbaston Campus, Penkridge, Staffs, ST19 5PH

3.2 The signing of a delivery note for Goods shall not constitute acceptance by us of the Goods in question.

3.3 All goods shall be delivered carriage paid to the address specified in our relevant order (or as we otherwise notify to you) and the property and risk in any Goods shall pass to us only when those Goods are delivered in accordance with the relevant Contract and accepted by us and until such time we shall be under no obligation to pay therefore.

3.4 Time of delivery of Goods and performance of services shall be of the essence, and we shall be entitled to cancel the relevant Contract and reject any Goods or Services which are not delivered or performed on or prior to the time stipulated for delivery and/or performance.

4. Breach

The Goods and/or services are in breach of these Terms we shall be entitled (whether or not the property and risk therein has passed to us)

4.1 to reject the same without payment and treat the relevant Contract as repudiated by you

4.2 require you within such further period as we may reasonably stipulate to remedy your failure or;

4.3 to accept part only of the same and to pay a fair proportion of the total price payable therefore or,



4.4 to return or to require you to collect without delay the rejected items at your risk and expense.

5. Items supplied to you

Any item or thing which is supplied to you by us or by arrangement with us in connection with the carrying out of any obligations under each Contract shall remain our property;

5.1 be returned to us or as we shall direct at any time on written demand;

5.2 only be used for the specific purpose for which it was supplied to you;

5.3 be at your risk from the time of its delivery to or collection by you until its returned to our premises or such other place as we shall direct and shall at all times be protected by satisfactory safety precautions;

5.4 be kept insured by you at your own cost for our benefit for the full replacement value of the item concerned and the consequences of its loss or damage.

6. Price

6.1 The total price payable under each Contract shall (subject to any Increase In the rate of VAT) be as specified in the relevant Contract and shall not be subject an Increase. We may deduct from the price any sums owing by you to us on any account.

6.2 The price shall include storage, packaging, insurance, delivery, installation and commissioning (as applicable) and will include VAT as appropriate.

7. Assignment/Sub-contracting

7.1 You shall not assign or sub-contract any of your rights or obligations under any Contract.

7.2 Any Contract and all our rights under it may be assigned or transferred by us.

8. Indemnity

You shall full and effectually indemnify us on demand and keep us indemnified against any loss or damage whatsoever (including without limitation consequential loss or damage and sums paid in settlement of any claim) and any costs and expenses arising from or incurred by arising from or incurred by reason of any claims made or action brought in respect of any breach of each Contract and/or the loss or our damage to any item referred to In 5 opposite.

9. Cumulative Rights

All our rights shall be cumulative and the exercise by us of any right under these Terms or any Contract shall not restrict our right to seek damages (including without limitation damages for any consequential loss) or restrict or prejudice any right or remedy otherwise available to us.

10. Standard of Goods/Services

If under a Contract you are to carry out artwork and/or printing you undertake to ensure that the Goods produced are free from any blemishes or imperfections.

10.1 Notwithstanding anything contained in these Terms or in any other document we shall be entitled to all implied terms and all right and benefits conferred by statute or otherwise in connection with each Contract and the relevant Goods and/or services.

10.2 You warrant the Goods and Services shall be of the nature, quantity,

substance, make-up and quality described in the relevant Contract and that the Goods/services will comply in all respects with the provisions of all existing United Kingdom legislation at the time of performance relating to or controlling the nature, quantity, substance and quality of the Goods and/or Services and their sale, use, marketing or labelling.

11. Proper Law and Jurisdiction



These Terms and each Contract shall be governed by and construed in accordance with the provisions of English Law and the English Courts shall have sole jurisdiction in any dispute relating thereto.

12. Infringement of Third Party Rights

You hereby undertake that none of the Goods or Services shall violate or Infringe any patents, trademarks, registered designs, copyrights, design copyrights or any other rights of any person of whatever nature nor shall it to the best of your knowledge and belief contain any defamatory material) or constitute any breach of confidence and:

12.1 There are no restrictions on your right to enter into any Contract or perform your obligations under It

13. Rights Reserved

We reserve the right without liability to you on any account or ground

whatsoever from time to time:

13.1 To require you at any time prior to delivery of Goods or completion of performance of Services to make such alterations as we may specify from time to time provided that we reimburse to you any additional costs reasonably incurred by you as a result

13.2 To make such revisions to the Goods and/or Services as we shall in all circumstances consider necessary or desirable;

13.3 Not to use the Goods or Services;

13.4 To use any Goods and Services in conjunction with the goods or services of any other person;

13.5 To require you to suspend or delay delivery of Goods and/or the performance of Services if for any cause beyond our control or the control of our principals we or our principals

are hindered or prevented from using the Goods and Services in question.

14. Insolvency

14.1 If you make any voluntary arrangement with your creditors or become subject to an administration order or (being one or more individuals) any one of such individuals becomes bankrupt or (being a company go into liquidation otherwise than for the purpose of amalgamation or reconstruction); or

14.2 An encumbrance takes possession, or a receiver is appointed, of any of your property or assets: or

14.3 You cease, or threaten to cease, to carry on business; or

14.4 We reasonably apprehend that any of the events mentioned above is about

to occur in relation to you and notify you accordingly. We shall be entitled to cancel any one or more Contracts or required to suspend any further deliveries of Goods and or their performance of Services under any one or more Contracts without liability to you.

15. Fraud, Bribery and Corruption

15.1 The College has a clear policy on preventing bribery and corruption of any type, in line with the Bribery Act 2010, will not tolerate any such act undertaken by or to any College representative. The College reserves the right to terminate an agreement or order with a supplier if any illegal activity **is found to have happened.**

15.2 The College actively looks to prevent fraud via its Fraud Policy. It will investigate all instances of suspected fraud in line with its Fraud Response Plan.

15.3 The College discourages the giving and receiving of gifts to/from members of staff at the College.

15.4 The College has a Whistleblowing Policy which can be used if there are any concerns about



fraud, bribery, corruption or any other breach of regulations at the College.

16 Modern Slavery

16.1 The College does not accept any form of modern slavery in its supply chain and expects all its suppliers to have a supportive policy statement on Modern Slavery. The College reserves the right to ask for this statement.

16.2 If evidence of Modern Slavery is found in any College supplier the College will terminate its contract with that supplier. If Modern Slavery is found within the supply chain of a supplier the College will expect the Supplier to positively deal with the issue immediately.

17 Sustainability and Environmental

17.1 The College has a sustainability policy and strategy and expects its suppliers to be actively attempting to reduce their impact on the environment including the reduction of their CO2 footprint.

18 Armed Forces Covenant

18.1 The College has signed the Armed Forces Covenant and encourages all of its suppliers to consider and sign the Covenant themselves.

19 Disability Confident

19.1 The College is a Disability Confident employer and expects its suppliers to consider and sign up to the Disability Confident Scheme themselves.

20 Intellectual Property

20.1 All copyrights, patents, design rights and other intellectual property rights in any documents, designs and specifications or other works carried out for the College shall be the property of The College unless otherwise agreed in writing.

21 COSHH

21.1 The College requires the Supplier to supply a copy of any data hazard sheet in accordance with COSHH Regulations 1988 if COSHH regulated materials are being supplied to the College.

22 Force Majeure

22.1 Neither the Supplier nor the College shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing or failure to perform, any of its obligations in relation to the supplies, if the delay or failure results from an event beyond the part's reasonable control which shall include, without limitation, act of God, explosion, fire, flood, accident, legal restriction, regulations, strikes, lockouts, pandemic, power cut or third party intervention.

23 Equality, Diversity & Inclusion

23. Suppliers are reminded of their obligations to comply with the provisions of legal framework around Equality & Diversity.

However, the College/Corporation would prefer to work with businesses that share our view around Inclusivity and who can agree with the following statement: An inclusive workplace culture is one in which the prevailing emotional climate in your workplaces makes your employees feel that fairness for all is a reality, respect for all is the norm, equality of opportunity for all is embedded, diverse employees feel that they belong. Inclusion is widely understood; all colleagues are committed to inclusive behaviours and leaders connect the link between an inclusive culture and business performance. There is a positive emotional attachment between colleagues, their work, managers and leaders – where everyone lives and breathes the values and goals of the organisation.

24. Payment Terms

24.1 Payment Terms – Payment is due with thirty (30) days from date of invoice. Failure to pay within the term will result in a late payment fee of (amount

BoE Base Rate plus 1%). Please mention the invoice number when processing payment. Any discrepancies should be reported within fourteen (14) days of receipt.

24.2 Payment Terms- To Suppliers –
Payment is Thirty Days (30) Nett on receipt of Supplier invoice.

Construction Industry Tax Scheme

In the event that the subcontractor fails to produce to the contractor a valid Construction Industry certificate CIS 5 or 6, or a valid Construction Industry Registration card, '■ CIS4, prior to any payment being due to the subcontractor, the contractor reserves the right to withhold payment until the sub-contractor is able to produce a valid CIS 4,5 or 8. If the subcontractor is the holder of a CIS 6 and he fails to provide the contractor with a valid CIS 24 voucher within 24 days of any payment being made, the contractor reserves the right to deduct tax at the appropriate rate from all subsequent payments.