

SUMMIT LEARNING TRUST STANDARD TERMS AND CONDITIONS OF PURCHASE

1. DEFINITIONS

- 1.1 “SLT” means Summit Learning Trust or any of the following that form part of the Trust:
- Cockshut Hill School
 - Erdington Hall Primary School
 - Lyndon School
 - Ninestiles School
 - Pegasus Primary School
 - The Oaklands Primary School
 - Solihull Sixth Form College
 - Yarnfield Primary School
- 1.2 “Contract” means the contract for the purchase of the Goods or the supply of Services.
- 1.3 “Goods” means the goods (including any installment or parts thereof) covered by the purchase order.
- 1.4 “Services” means the services (if any) covered by the purchase order.
- 1.5 “Contractor” or “Seller” means the organisation / person supplying the Goods or providing the Services.

2. APPLICATION AND VARIATION

- 2.1 These Conditions apply to all SLT’s purchases and may only be modified by a Director or Senior Officer of SLT and in writing.
- 2.2 These Conditions shall apply to the Contract to the exclusion of all conditions appearing in any document emanating from the Seller and Seller’s delivery of Goods or Services shall be deemed to be acceptance of these conditions.

3. DELIVERY AND ACCEPTANCE

- 3.1 All Goods/Services must be delivered/performed on due dates and must be accompanied by advice notes detailing goods, quantity, part number, number of cartons or other packing units and SLT purchase order numbers.
- 3.2 Time is of the essence and failure to deliver Goods/Services on due dates shall give SLT the right to cancel the Contract (without prejudice to any other remedy SLT may have).
- 3.3 SLT shall be entitled (without prejudice to any other remedy) to reject any Goods/Services not in accordance with the Contract and shall not be deemed to have accepted any Goods/Services before it has had a reasonable time to inspect them following delivery or the appearance of any latent defect.

4. PRICE AND PAYMENT

- 4.1 The price of the Goods/Services shall be as stated in SLT's purchase order and may not be changed without SLT's prior written consent.
- 4.2 Unless otherwise stated, the price shall include adequate packing, freight, insurance, tax and all import and export duty other than VAT.
- 4.3 VAT will be payable by SLT subject to receipt of a valid VAT invoice.
- 4.4 Seller may invoice SLT upon satisfactory delivery of Goods/completion of Services. Invoices must quote SLT purchase order number and will be paid by SLT within 30 days of the end of the month of invoice unless otherwise agreed.

5. TITLE AND RISK

Unless otherwise stated, title and risk in the Goods shall pass to SLT upon delivery and the Seller will keep the Goods adequately insured until delivery to SLT.

6. SPECIFICATIONS AND QUALITY ASSURANCE

- 6.1 Seller warrants that the Goods and Services will be in full accordance with any sample, drawings, specifications, marking and other written instructions given or agreed to by SLT, will be of merchantable quality, good material, design and workmanship, free from all defects, suitable for any purpose held out by Seller or made known by SLT and will comply with all statutory requirements and regulations relating to the supply of the Goods and Services.
- 6.2 Seller warrants that the Services will be performed by appropriately qualified and trained personnel with due care and diligence and that the supply of goods and/or provision of Services hereunder will be in compliance with all relevant legislation.
- 6.3 Without prejudice to any remedy, if any Goods or Services are not supplied or performed in accordance with the Contract then SLT shall be entitled:
 - 6.3.1 to require the Seller promptly to repair the Goods or to supply replacement Goods or Services in accordance with the Contract;
 - 6.3.2 at SLT's sole option, and whether or not SLT has previously required the Seller to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Seller's breach and (without prejudice to any other remedy SLT may have) require the repayment of any part of the price which has been paid;
 - 6.3.3 to refuse to accept any further deliveries or installments of the Goods and/or Services without liability to the Seller;

- 6.3.4 to return the Goods or any part thereof to the Seller at the Seller's cost;
- 6.3.5 to carry out at the Seller's expense such work as may be necessary to make the Goods or Services comply with the Contract.

7. INDEMNITIES

The Seller shall indemnify SLT in full against all liability, loss, damages, costs and expenses awarded against or incurred or paid by SLT as a result of:

- a) Breach of any warranty given by the Seller in relation to The Goods or the Services;
- b) Any claim that the Goods or Services infringe or their importation, use or resale, infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specification supplied by SLT;
- c) Any act or omission of any of the Seller's personnel in connection with the performance of the Services; and
- d) All claims made against SLT in respect of any loss damage or expense sustained by SLT or other third party to the extent that such loss damage or expense was caused by or arises from the Goods or the Services including (without prejudice to the generality of the foregoing) any claim against SLT under the Consumer Protection Act 1987 in respect of the Goods.

8. DEFAULT BY CONTRACTOR

If the Contractor commits a material breach of any term of the contract, either in relation to time of delivery or otherwise, then SLT shall be entitled to take any of the following actions at its discretion:

- a) Terminate the contract under clause 14.
- b) Return the Goods or any part thereof to the Contractor.
- c) Provide the Contractor the opportunity to replace or repair at the Contractors expense to ensure compliance with the terms of the contract.
- d) Refuse to accept any further deliveries of goods or services.
- e) Carry out at the Contractors expense such work as may be necessary to make the
Goods/Services comply with the contract.
- f) Claim such damages, cost and expenses as SLT may have sustained as a consequence of any breach of the terms of the contract or failure by the Contractor to comply with any statutory or other legal obligations specified or implied by law.

9. INTELLECTUAL PROPERTY

9.1 Ownership of all intellectual property rights and know-how (whether capable of protection or not) generated by or for the Seller pursuant to the Contract shall vest in SLT. Seller will promptly give details of such rights and

know-how to SLT and will execute all documents and do everything necessary to vest ownership in SLT.

9.2 The Seller agrees that it will not, without SLT's prior written consent, sell any goods or services incorporating any intellectual property rights belonging to SLT or developed by the Seller in conjunction with SLT.

10. MAINTENANCE AND REPLACEMENT PARTS

Seller shall maintain a supply of spare or replacement parts for the Goods and Services supplied. If the Seller intends to discontinue the supply of Goods or spares or replacement parts for Goods and Services, the Seller must obtain SLT's prior written consent.

11. CONFIDENTIALITY

11.1 Seller will keep confidential all information and know-how which is communicated to it by SLT and which is not in the public domain or which arises under Clause 7 above and will not use or disclose any such know-how or information to any of its employees or any third party except to the extent necessary to enable performance of the Contract and then subject to similar obligations of confidentiality as bind the Seller.

11.2 Seller will keep confidential the terms of the Contract and will not use SLT's name or any of its brand names for publicity purposes without SLT's prior written consent.

12. ASSIGNMENT

Seller will not assign the Contract or sub-contract performance of all or any substantial part thereof except with SLT's written consent.

13. LAW

13.1 These conditions require compliance with the Equality Act 2010 and the Modern Slavery Act 2015 and Contractors / Sellers must be able to demonstrate compliance during the tender process and throughout the period of any contracts awarded.

13.2 SLT will comply with the data protection principles as laid down in the Data Protection Act 1998 and EU General Data Protection Regulation (GDPR) including how information is collected / processed and the miss-use or reselling of data. The Seller is required to comply with the same standards.

13.3 All terms and conditions shall be governed by English law and any dispute hereunder referred to the English Courts.

14. TERMINATION

14.1 Either party may terminate the Contract immediately by written notice and without liability if the other party becomes insolvent or is unable to pay its debts as they fall due.

14.2 SLT may terminate the Contract by written notice to the Seller at any time, provided that SLT shall pay Seller:

- a) The contract price for Goods/Services already delivered or Goods which at the time are work in progress for current SLT commitments and which are subsequently completed and delivered by Seller; and
- b) The value of any raw materials reasonably purchased by Seller specifically for the Goods/Services and which cannot be otherwise used or sold by Seller.

15. NO WAIVER

No waiver by SLT of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

16. INVALIDITY

If any provision in the Contract (or these Conditions) is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract (or these Conditions) and the remainder of the provision in question shall not be affected thereby.