

# Pope John XXIII Catholic Multi Academy Company

## Standard Conditions of Contract

### 1. SCOPE

The Contract incorporates all goods, materials and services which the Contractor / Supplier is required to supply.

### 2. SPECIFICATION/QUALITY

The goods or materials to be supplied under the Contract are to be of the quality or type and weight or measure (exclusive of packaging) mentioned in the Specification and/or Schedules, and shall correspond in every respect with the Company standard samples (if any) or if so provided in the Specification with the samples submitted by the Tenderer (which shall, on the acceptance of the Tender by the Company, in which event become the standard samples for the purpose of the Contract); and be such as the Company's officers, duly authorised, shall approve. Except insofar as may otherwise be indicated by such specification or samples the goods or materials shall be in accordance with the latest relevant specification issued by the British Standards Institution.

At any time during the period of the contract, the Company shall have the right to require the Contractor / Supplier to submit samples for testing. A nominated officer of the Company shall at all times have the right to inspect the goods at every stage of manufacture and shall be at liberty to reject any goods as provided in Clause 4 below

### 3. DELIVERY

Deliveries shall be made to all of the premises detailed on the Schedule or at the Company's option to one central storage point. The Company reserves the right to add further premises to the Schedule and to delete therefrom premises as the Company finds necessary during the course of the contract. The goods or materials are to be delivered free of charge to the Company in such quantities/ to such locations, and in such manner as the Company's officers duly authorised may from time to time order upon the Company's official order form.

### 4. PROPERTY AND RISK

The property and risk in the goods or materials shall remain in the Contractor / Supplier until the goods or materials have been delivered at the delivery point specified on the official order form.

### 5. REJECTION OF GOODS

In the case of goods delivered by the Contractor / Supplier not being of the stipulated specification, quality or quantity (as to which the decision of the Company shall be final and binding on the Contractor / Supplier); or in the case of material being delivered without a correct delivery note; or in the case of failure by the Contractor / Supplier to deliver goods ordered from him within the period specified for delivery; the Company or their duly authorised officers shall have power to reject any such goods or to cancel the order for goods not delivered (as the case may be). Unless, in the case of rejected goods, the Contractor / Supplier shall himself forthwith supply other goods that shall be sufficient and satisfactory, the Company may order from any other person or company other goods in place of the goods so rejected (or for which the order shall have been cancelled as aforesaid) and any additional costs incurred by the Company including the cost of removing rejected goods shall be recoverable by the Company.

### 6. PRICE CHANGES

- a) The Contractor / Suppliers prices shall be firm unless otherwise agreed in writing between the Company and the Contractor / Supplier.
- b) If by agreement between the Company and the Contractor / Supplier price variations are permitted, any application for price variation shall be submitted in writing at least thirty days before the proposed implementation date and shall be accompanied by relevant supporting documentation.
- c) The Company or the Contractor / Supplier will not be bound to accept any proposed variation and in the event that no agreement can be reached the Company or the Contractor / Supplier may give sixty days' notice to the other to terminate the Contract during the sixty days' notice period prices shall remain the same as immediately prior to the giving of the price variation notice.

### 7. ESTIMATED QUANTITIES

Except where it is specifically stated that quantities are fixed any quantities stated in the Schedule are those which are estimated as the probable requirements of the Company for the period of the Contract, but the Company shall have the option of requiring the supply and delivery of any greater or lesser quantity.

### 8. DEFAULT

In the event of any breach of any of the terms conditions and stipulations of the Contract at any time by the Contractor / Supplier or if the Contractor / Supplier shall without reasonable excuse fail to commence the Contract or suspend the progress of the Contract or fail to proceed regularly and diligently with the Contract the Company shall be at liberty without prejudice to any other right or remedy available to them

- a) Upon giving notice in writing to the Contractor / Supplier to determine this Contract

and/or

- b) To employ any other person to provide the materials or services the subject of this contract and any additional costs or expense to the Company arising out of so doing shall be paid on demand by the Contractor / Supplier to the Company and the Company shall be at liberty to retain any such sum out of any monies due or to become due from the Company to the Contractor / Supplier

and/or

- c) require the Contractor / Supplier to remedy such default within such time as may be specified by any Authorised Officer by providing or providing again (as the case may be) without further charge to the Company such part of the Goods or Services

and/or

- d) Without determining the whole of this Contract. Determine this Contract in respect of such part of the Goods or Services only and thereafter itself provide or procure the provisions of such part of the Services

and/or

- e) Reduce payment for work not performed to the satisfaction of the Authorised Officer. The remedies of the Company under this Condition may be exercised successively in respect of any given default by the Contractor / Supplier.

### 9. INSOLVENCY

The Company may at any time by notice in writing determine the Contract without compensation to the Contractor / Supplier. If the Contractor / Supplier shall become bankrupt or have a Receiving Order made against him or shall present his petition in bankruptcy or shall make a composition or arrangements with or an assignment in favour of his creditors or (being a Company) shall go into liquidation other than a voluntary liquidation for the purposes of amalgamation or reconstruction) or shall have an execution levied on his goods. Such determination shall not prejudice or affect any right of action or remedy which shall have accrued or shall accrue thereafter, to the Company

### 10. INDEMNITY

The Contractor / Supplier shall indemnify the Company in respect of:-

- a) any liability which may be imposed on the Company under any Act of Parliament or Common Law in respect of death or personal injury to any person, whether employed by the Company or not, occasioned by or in consequence of the performance of this Contract,
- b) Any damage or injury to the property of the Company or any third party by the Contractor / Supplier, his workmen, servants or agents.

Except insofar as such loss, damage or injury shall have been caused by negligence on the part of the Company, its officers, employees, servants or agents.

### 11. INSURANCE

- a) The Contractor / Supplier shall insure against its full liability under Condition 10.
- b) All such insurance shall be taken out with reputable Insurer; acceptable to the Company and shall be extended to indemnify the Company against any claim for which the Contractor / Supplier or Sub-Contractor / Supplier may be legally liable. All insurances taken out in connection with the Contract shall be without excess.
- c) The Contractor / Supplier shall ensure that all insurances taken out by him in connection with the contract shall have the interest of the Company noted on them.
- d) The insurance cover shall be in the minimum sum of £5 million in respect of any one incident.
- e) The Contractor / Supplier upon request shall produce to the Company documentary evidence that the insurance is properly maintained.
- f) Should the Contractor / Supplier default in insuring the Company may itself effect insurance any may charge the cost together with an administrative charge of 5% to the Contractor / Supplier
- g) The Contractor / Supplier shall give immediate notice in the event of any accident or damage likely to form the subject of a claim under the Company's insurance and shall give all the information and assistance in respect thereof that the Company insurers may require, and shall not negotiate, pay, settle, admit or repudiate any claim without their written consent, and shall permit the insurers to take proceedings in the name of the Contractor / Supplier to recover compensation or secure an indemnity from any third party in respect of any of the matters covered by the said insurance,

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### 12. TRANSFER AND SUB-CONTRACTING

Neither party shall transfer or assign the whole or any part of the Contract. The Contractor / Supplier shall not sub-contract the production or supply of any Goods without the previous consent in writing of the Company.

### 13. INDUCEMENTS TO PURCHASE

The Company shall be entitled to cancel the Contract and recover from the Contractor / Supplier the amount of any loss resulting from the cancellation if the Contractor / Supplier shall have offered or given or agreed to give to any person any gift or consideration of any kind as an inducement or reward for doing or forbearing TO do or for having done or forborne to do any action in relation to the obtaining or execution of the contract or any other contract with the Company, or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the Company, or if the like act shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor / Supplier) or if in relation to any contract with the Company the Contractor / Supplier or any person employed by him or acting on his behalf shall have committed any offence under the Prevention of Corruption Acts. 1889 to 1916, or shall have given any fee or reward receipt of which is an offence under sub-section (3) of section 117 of the Local Government Act, 1977

### 14. FORCE MAJEURE

Neither party shall be liable for failure to perform its obligations under the Contract if such failure results from circumstances beyond the party's reasonable control.

### 15. PATENTS ETC

The Contractor / Supplier shall fully indemnify the Company for any claim or action that may be brought against it regarding infringement of copyright, patent or similar protected rights in respect of any items supplied under the Contract. All payments and royalties which may be payable shall be included by the Contractor / Supplier in the prices named in his tender and shall be paid by him to the relevant persons.

### 16. CONFIDENTIALITY

No photographs of any of the Company's equipment, Installations or property shall be taken without the Company's prior consent in writing. The Contractor / Supplier shall keep secret and shall not divulge to any third party (except Sub-Contractor / Suppliers accepting a like obligation of secrecy, and then only to the extent necessary for the performance of the Sub-Contract) all information given by the Company in connection with the Contract or which becomes known to the Contractor / Supplier through his performance of such work under the Contract.

### 17. FORMS

The Contractor / Supplier shall with each delivery hand to the Company's authorised representative a delivery note bearing the number of the Company's official order, a priced invoice also bearing the number of the official order shall be sent to the authorised representative within seven days of the delivery. The Contractor / Supplier shall supply separate invoices for goods supplied to each location and shall not include charges for goods supplied to several locations on one invoice. Goods shall be supplied only on receipt by the Contractor / Supplier of an official order from the Company. In exceptional circumstances orders may be given by telephone by the Company's authorised representative and then confirmed in writing. Without exception the Contractor / Supplier must obtain from the Company an official order number before supplying goods or materials. The Company shall not be liable for goods or materials ordered in any other manner.

### 18. RECORDS

The Contractor / Supplier shall maintain records of all orders received from the Company, and upon the request of the Company from time to time supply the Company's authorised officers with details of the up-take figures against the Contract,

### 19. VALUE ADDED TAX

The amount of any Value Added Tax properly chargeable under the Contract will be paid by the Company.

### 20. NON-MUTUALITY OF OBLIGATIONS

The Client is under no obligation to offer further contracts or services to the Supplier nor is the Supplier under obligation to accept such contracts or services offered. The Supplier is not obliged to make its services available except for the performance of its obligations under this Agreement. Both parties agree and intend that there be no mutuality of obligations either during or following the agreement, whatsoever.

### 21. CONTROL

The Client shall have no right to, nor shall seek to, exercise any direction, control, or supervision over the Supplier in the provision of the services. The Supplier shall endeavour to co-operate with the Client's reasonable requests within the scope of the services, however, it is acknowledged that the Supplier shall have autonomy over their working methods. The Supplier at any time and without giving the client prior notification, make any changes to the specified service which are necessary to comply with any applicable safety or other statutory requirements, or make any changes to the specified service which do not materially affect the nature or quality of the specified service. The services shall be provided at such locations, and during such hours, as the Supplier deems appropriate for the satisfactory provision of the services.

### 22. IR35 INTERMEDIARIES LEGISLATION

Specifically in connection with the procurement of services in relation to people working within our schools, either directly or through an agency. We are not permitted to enter into any commercial supply arrangement that involves a worker who is being paid by a Personal Services Company for tax purposes. Therefore, the contractor / supplier must only accept orders from us where the contractor / supplier is able confirm in writing that they operate PAYE on behalf of any workers that are supplied.

### 23. NOTICES

Any notice required to be serviced on the Contractor / Supplier shall be sufficiently serviced if sent by recorded delivery to his last known place of business.

### 24. LAW

The Contract shall be considered as a Contract made in England and subject to English Law.

Revised 6<sup>th</sup> April 2017