

Walsall College (Referred to as the College)

General conditions of purchase

This order is subject to the following terms and conditions and to any other special terms and conditions which may be attached hereto and signed on behalf of the College by an authorised officer. By accepting the order or any part of it, the contractor agrees and accepts these terms and conditions.

1. The College will not be liable for any goods delivered other than in response to an official purchase order signed by an authorised officer and the delivery note which accompanies goods so delivered shall quote official purchase order.
2. The supplier shall send a separate invoice quoting the official purchase order number unless otherwise agreed in writing by an authorised officer of the College.
3. Goods must be delivered as per instruction; otherwise any extra handling cost will be invoiced back to the contractor or deducted from the amount due. Acceptance of delivery shall not be deemed to imply that goods are as ordered, free from defects and fit for purpose.
4. Where a settlement discount is to be allowed to the College by the contractor, the discount period shall commence from the date of receipt of the goods or the invoice, whichever is later.
5. The College reserves the right to cancel this order or any part of it and shall be entitled to reimbursement in respect of all loss or expense which results directly or indirectly by reason of:
 - a) Failure by the contractor to deliver or delay by the contractors in delivery materials, goods or services by the date(s) specified by the Colleges order.
 - b) The circumstances set out in condition 7 below.
 - c) Failure by the contractor to comply strictly with the description and specification relating to the goods/materials/services to be supplied and/or any failure to comply with British Standard specifications and conditions where applicable
 - d) The materials or goods supplied or the work carried out being below the specified standard or failing to pass such an inspection or test as the College may require.
6. In event of any strike, lock out, fire, explosion or accident or any stoppage of the College's business or work beyond the Colleges control which may prevent or hinder the use of goods/materials/services the subject of this contract or any other event or circumstances (whether arising from natural causes, human agency or otherwise) beyond the control of the College, delivery of such goods/materials and payment for them may be suspended or postponed at the Colleges option until the circumstances preventing or hindering the use of such goods/materials have ceased.
7. The contractor shall forthwith notify the College of any anticipated delay in delivery, dispatch or completion and without prejudice to any other right it may have, the College may cancel this order under condition 5 if such anticipated delay is likely to jeopardise the purpose of the order.
8. No part of this contract shall be sub-contracted or assigned by the contractor without the College's previous consent in writing. Where such consent is given it shall be conditional upon sub-contractor or assignee's accepting the conditions agreed between the contractor and the College and also upon the contractors remaining responsible for all goods/materials/ services supplied via the sub-contractor or assignee.
9. Unless otherwise agreed in writing on behalf of the College by an authorised officer, where a specified time or period is given for delivery, dispatch or completion then time shall be of essence of the contract.
10. All goods supplied against this order must be adequately protected against damage and deterioration in transit and delivered carriage paid, in accordance with the College's instructions (if given) and must bear the description and the quantity of the contents and the official order number on the package. The goods shall be at the contractors risk until delivered to the College at the point designated on the order unless the College otherwise agrees in writing.
11. No concession on the Colleges part with respect to delay in delivery, dispatch or completion shall be construed as a waiver of the College's rights and remedies, unless specifically so agreed in writing on behalf of the College by an authorised officer.
12. Title in the goods shall pass to the College on delivery at the place specified in the order or as otherwise agreed, without prejudice to any right to rejection or other right which may accrue or have accrued to the College under these conditions or otherwise.
13. Invoices for payment should be submitted for the attention of: The Finance Department, Wisemore Campus, Littleton Street West, Walsall, WS2 8ES and be fully referenced with the Purchase Order number.
14. Payment will be the later of:
 - i. 30 days after the month of delivery or
 - ii. 30 days after the receipt of the invoice by the College

- 15.** If the contractor 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 College or for showing or forbearing to show favour or disfavour to any person in relation to the contract or any other contract with the College, or if such acts shall have done by any person employed by him or acting on his behalf (whether with or without the knowledge of the contractor) the College shall be entitled to cancel the contract to recover from the contractor the amount of any loss resulting from such cancellation.
 - 16.** The contractor shall notify the College prior to delivery of any toxic material or other hazard which may be associated with the delivery, handling, storage or use of any item forming part of this order and shall provide clear and full details of any such action required to minimise and provide for such hazards. Further notification of such information shall also be attached to the delivery notes concerned (COSHH Regulations).
 - 17.** All drawings, specifications, patterns, tools, free issue materials and other documents or things supplied by the College shall unless otherwise agreed in writing remain the property of the College and shall be returned to the College immediately on request and they and the terms and subject matter of this contract shall be treated by the contractor as confidential and shall not be communicated to any other person or used by the contractor for any purpose other than in connection with the Colleges order.
 - 18.** This order shall be construed in all aspects in accordance with English law and the courts of England should have some jurisdiction. Nothing in these conditions shall prejudice any condition or warranty (expressed or implied) or right of remedy to which the College is entitled in relation to the material goods or services ordered by the virtue of statute of common law.
 - 19.** These conditions shall have precedence over any printed condition appearing on any acceptance form, delivery form or other documents or letter emanating from the contractor and such conditions shall be of no effect insofar as they confirm the terms of this order. Acceptance of this order shall be deemed to be full, acceptance by the supplier of this condition and all other conditions contained therein.
 - 20.** The contractor shall supply such information as the College may require in order to satisfy itself that the contractor has a policy for the compliance with the requirement of the Race Relations Act 1976 and the Commission for Racial Equality's code of practice for employment, in both cases as amended from time to time.
 - 21.** The contractor or any person representing or employed by the contractor entering, delivering to or working on the Colleges premises shall comply with all statutory requirements in respect of health and safety and the policies for health and safety, equal opportunities (race) and equal opportunities (gender) which are operated by the College. Copies of these policies are available on request.
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