

**GENERAL TERMS AND CONDITIONS OF PURCHASE
FOR MEMBER SCHOOLS OF THE ARTHUR TERRY LEARNING PARTNERSHIP**

This order is subject to the following terms and conditions and such other special terms and conditions which may be appended hereto. By accepting the order or any part thereof, the Contractor agrees to and accepts the said terms and conditions:

1. The Arthur Terry Learning Partnership will not be liable for any goods delivered other than in response to the official Purchase Order signed by an authorised officer and any delivery note which accompanies goods so delivered shall quote the official order number.
2. The Contractor shall send a separate invoice quoting the official Purchase Order number unless otherwise agreed.
3. Goods must be delivered as per instruction, otherwise any extra handling cost may be invoiced back to the Contractor.
4. Where a cash discount is to be allowed to The Arthur Terry Learning Partnership by the Contractor, the cash discount period shall commence from the date of receipt of the goods or the invoice, whichever is later and not from date of the invoice.
5. The Arthur Terry Learning Partnership reserve the right to cancel this order or any part of it and/or The Arthur Terry Learning Partnership shall be entitled to reimbursement in respect of all loss and/or expense which results directly or indirectly by reason of:
 - (a) The failure by you to deliver or delay by you in delivering materials or goods by the date specified in The Arthur Terry Learning Partnership order.
 - (b) The circumstances set out in Condition 7 below
 - (c) The failure by you to comply strictly with the description and specification etc. relating to the goods/materials to be supplied and/or the failure to comply with British Standard Specifications and Conditions where applicable.
 - (d) The materials or goods to be supplied by you or the work to be carried out by you being below the specified standard or failing to pass such inspection or test as may be required.
6. In the event of any strike, lock-out, fire, explosion or accident or any stoppage of The Arthur Terry Learning Partnership business or work beyond The Arthur Terry Learning Partnership control which may prevent or hinder the use of goods/materials the subject of any other event or circumstances (whether arising from natural causes, human agency or otherwise) beyond the control of The Arthur Terry Learning Partnership of this order, delivery of such goods/materials and the payment therefore may be suspended or postponed at The Arthur Terry Learning Partnership option until the circumstances preventing or hindering the use of such goods/materials have ceased.
7. The Contractor shall forthwith notify The Arthur Terry Learning Partnership of any anticipated delay in delivery, dispatch or completion and without prejudice to any other right it may have, The Arthur Terry Learning Partnership 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 order shall be sub-contracted or assigned by the Contractor without The Arthur Terry Learning Partnership previous consent in writing. Where such consent is given it shall be conditional upon the contractory sub-contractor or assignee accepting the conditions agreed between the Contractor and The Arthur Terry Learning Partnership and also upon the Contractor remaining responsible for all goods/materials supplied by the sub-contractor or assignee.
9. Unless otherwise agreed in writing, where a specified time or period is given for delivery, dispatch or completion then time shall be of the 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 Arthur Terry Learning Partnership instructions (if given) and must bear the description and the quantity of the contents and the official order number on the packages thereof. The goods shall be at the Contractor's risk until delivered to The Arthur Terry Learning Partnership at the point designated on this order unless The Arthur Terry Learning Partnership otherwise agree in writing on The Arthur Terry Learning Partnership official order form.
11. No concession on The Arthur Terry Learning Partnership part with respect to delay in delivery, dispatch or completion shall be construed as a waiver of The Arthur Terry Learning Partnership rights and remedies, unless specifically so agreed in writing.
12. The property of the goods ordered shall pass to The Arthur Terry Learning Partnership on delivery at the place specified in the order or as otherwise agreed, without prejudice to any right of rejection or other right which may accrue or have accrued to The Arthur Terry Learning Partnership under these conditions or otherwise.
13. **PREVENTION OF CORRUPTION:** 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 Arthur Terry Learning Partnership or for showing or forbearing to show favour or disfavour to any person in relation to the Contract or any other Contract with The Arthur Terry Learning Partnership or if the like acts shall have been done by any person employed by him or acting on his behalf (whether with or without the knowledge of the Contractor) or if in relation to the contract or any other contract with The Arthur Terry Learning Partnership the Contractor 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 the receipt of which is an offence under sub-section (2) of Section 117 of the Local Government Act, 1972, The Arthur Terry Learning Partnership shall be entitled to cancel the contract and to recover from the Contractor the amount of any loss resulting from such cancellation.
14. **SAFETY:** The Seller shall notify The Arthur Terry Learning Partnership prior to delivery of any toxic 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 action required to minimise such hazards. In addition to this prior notification such information to also be attached to the Delivery Notes concerned.
15. All drawings, specifications, patterns, tools, free issue materials and other documents or things supplied by The Arthur Terry Learning Partnership shall unless otherwise agreed in writing, remain the property of The Arthur Terry Learning Partnership and shall be returned to The Arthur Terry Learning Partnership immediately on request and they and the items of The Arthur Terry Learning Partnership Order shall be treated by the supplier as confidential and shall not be communicated to any other person so used by the Contractor for any purpose other than in connection with The Arthur Terry Learning Partnership order.
16. This order shall be construed in all respects in accordance with English Law. Nothing in these conditions shall prejudice any condition or warranty (expressed or implied) or right of remedy to which The Arthur Terry Learning Partnership are entitled in relation to the material goods or services ordered by virtue of statute or common law.
17. 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 have no effect whatsoever except insofar as they confirm the terms of this order.
18. **EQUAL OPPORTUNITIES:** The Contractor shall adopt a policy to comply with its statutory obligations under the Race Relations Act 1976 and accordingly will not treat one group of people less favourable than others because of their colour, race, nationality or ethnic origin in relation to decisions to recruit, train or promote employees. The Contractor shall also observe, as far as possible, the Commission for Racial Equality's Code of Practice in employment as approved by Parliament in 1983.