

## CONDITIONS OF ORDER

In these conditions:

“School” means The Kimberley School or the Governing Body of the School.

“Contractor” means the recipient of the Order.

“Goods” means the articles or things.

“Services” means the work described in the order.

1. Acceptance of this Order will be deemed to bind the contractor to the following terms and conditions and no goods or services shall be supplied or performed except in accordance therewith. In the case of any conflict between these conditions and those of the contractor, these conditions will prevail.
2. (a) All goods supplied or services carried out must meet the governing specification(s) as to quantity, quality, standard or description stipulated in the Order.  
  
(b) The School reserves the right to reject any goods or services which are faulty or do not conform to the quality, standard or description in the Order.
3. All goods shall remain at the contractor’s risk until delivery to the School at the address stated in the Order has been completed.
4. (a) The School will endeavour to comply with any conditions of the contractor relating to notification of damage or loss in transit or non-delivery of goods but the School shall not be deemed to have accepted the goods as being in good condition and in accordance with the Order by reason of their failure to comply with such conditions.  
  
(b) The School shall not be deemed to have accepted goods as being in good condition and in accordance with the Order by reason only that a signature has been given on behalf of the School on a delivery ticket or other form of receipt for the goods without notification of any damage or shortage being endorsed therein.
5. Rejected goods shall be removed by and at the expense of the contractor within seven days after the School has notified the contractor of rejection. If not so removed, the School may return the rejected goods at the contractor’s risk and expense.
6. No variation in price will be accepted unless reasonable written notice has been given to the School of such variation and the School’s written approval has been obtained thereto prior to execution of the Order.
7. The School shall not accept a charge for casks, packages or containers of any description whatsoever, but the School will endeavour to have them returned to the contractor.
8. The Contractor shall indemnify and keep indemnified The Kimberley School against all losses and claims for injuries (including death, illness and disease) or damage to any person or property whatsoever which may arise out of or in consequence of the execution of this Order and against all claims, demands, proceedings, damages, costs, charges and expenses whatsoever in respect thereof or in relation thereto. The contractor shall (but without limiting his obligations and responsibilities under the indemnity given by the Contractor in the clause) insure against any damage loss or injury which may occur to any property or to any person by or arising out of the execution of this Order. Such insurance shall be effected in terms approved by The Kimberley School for at least the sum of £5,000,000 or for any higher amount specified by The Kimberley School the policy or policies of insurance and receipts for payment of the current premiums.
9. This order may be cancelled at any time by the School giving the contractor notice in writing. A fair and reasonable price shall be paid for all work in progress at the time of cancellation and subsequently received by the School. The School shall not be liable for any loss to the contractor including consequential loss.

### General

- (a) Official Order numbers must be quoted.
- (b) A priced and dated invoice giving details of goods, etc. supplied and any VAT payable, must be sent to the invoice address.

Advice notes of all goods delivered must be sent with the goods to the place of delivery.