

## Conditions of Order

### 1. Official Order.

All goods and services must be the subject of an official Purchase Order Number issued by the Academy or its designated Officers. An official Purchase Order Number is given by the Finance Office in accordance with each Internal Requisition Form received and signed by the appropriate Budget Holder/s. The Supplier shall be deemed to have accepted the Order and these General Conditions if it commences with supply. Any goods or services supplied without an official Purchase Order Number will not be the responsibility of the Academy's and such goods shall be collected by the Supplier, at their own expense. Any delivery notes, invoices and other correspondence must quote the Academy's official Purchase Order Number. If the official Purchase Order Number is not correctly quoted, the Academy may refuse to pay for goods/services.

### 2. Delivery

The delivery of goods/services shall be completed on the date or within the time specified at the time of order. A delivery note must be provided with each delivery (including part orders) and this must be signed as a proof of delivery. It is expected that the supplier will properly package the goods so that they are not damaged in any way during transit. The Academy will not be liable for any delivery charges unless specified on the official Purchase Order.

### 3. Passing of Title

Title of goods shall pass to the Academy upon delivery unless otherwise stated in the tender documents. Title shall not pass if goods are deemed to be of poor condition upon arrival at the Academy.

### 4. Quality

The supplier shall ensure that goods delivered conform to the quality and specification given by either party. The goods must be of working order and not damaged in any way upon receipt. The goods must be fit for purpose, as described in the official Purchase Order. The Academy shall have the right to access the premises of the Supplier in order to inspect goods are fit for purpose before completion of the Purchase Order. If goods are deemed unfit for purpose after inspection, the Academy shall cancel the Purchase Order and will not be held liable for any costs. It is the Supplier's responsibility to ensure that all goods provided comply with all relevant requirements of any Statute, Statutory Rule or other regulation which are in force at the time of delivery.

### 5. Rejection

The Academy may, in writing, reject goods or services if the Supplier fails to meet the obligations set out in 1, 2 or 3. The Academy may also reject goods after delivery if they are found not to be suitable for the specified purpose. Notice of rejection will be given in writing to the Supplier within 5 working days, following receipt by the Academy. The Academy shall provide reason/s for the rejection to the Supplier, who will then be responsible for the collection of the rejected goods, at their own risk and expense.

### 6. Invoicing/Payments

Invoices submitted to the Academy must quote the official Purchase Order Number. The Academy may reject any invoices that do not correctly quote an official Purchase Order Number. Amounts must match that agreed on the official Purchase Order Number and any additional charges will not be paid by the Academy. Any rejected amounts will prevent the payment of the full invoice until appropriate credit note/s are received. Payment of invoices will be on 30 day terms, unless otherwise agreed at the time of order. Monthly statements should be provided by the Supplier to allow the Academy to ensure their records are up to date.



7. Gifts

The Academy shall be entitled to cancel any order or contract immediately if it is found to be evident that the Supplier has offered any Officer or party representing the Academy a gift or reward with the intention of persuading or misguiding the Officer or other Academy party to induce or propose to induce any activity for the benefit of the Supplier. Any activity that is deemed to be contravening the Bribery Act 2010 shall be grounds for the immediate cancellation of any future contracts with a Supplier and will be subject to scrutiny under the law.

8. Assignment

The Supplier must not, without written agreement from the Academy, reassign or sub-contract any part of an official Purchase Order. If the Supplier does sub-contract part of an Order, the Academy will not be liable for any additional expense and will have the right to reject goods on the basis of this alteration.

9. Insolvency

In the unlikely event of the Academy filing for bankruptcy or falling into administration, all official Purchase Orders will be deemed to have been cancelled. It will be the Suppliers responsibility to claim for any unpaid debt through the administrators at the time.

10. Indemnity

All Suppliers will indemnify the Academy against any bodily/personal injury, loss of life or damage to property of third parties unless the injury, loss of life or damage occurs as a direct result of any action or default of the Academy or its Officers and agents. If the incident is a direct result of another Supplier who is onsite at the Academy, the other Supplier shall be liable. The Supplier and Academy must maintain their own appropriate insurances which will provide full cover in respect of such claims and shall, when required, cooperate fully with any requests for information and provision of satisfactory evidence to prove that they are insured against such liability and to assist the claims process, should this be necessary.

11. Force Majeure

Neither party shall be deemed to be at fault should they fail to be able to meet their obligations of an official Purchase Order due to reasons that are out of the entity’s control. These would include, but are not restricted to, fire, flood, earthquake, epidemic, explosion, civil disturbance, embargo, war, natural catastrophe or act of God, law or judicial orders.

12. Academy Property

The Supplier shall be liable for any damage caused by them to any Academy material or property, despite their presence being related to an order being completed at the request of the Academy. If any material or property is to be held in the possession of the Supplier for any reason as specified by the Academy, the Supplier will be expected to insure the material/property as appropriate.

13. Definitions

“The Academy” or “Academy” means Manchester Creative and Media Academy “Purchase Order” means an official Purchase Order of the Academy

“Supplier” means the legal entity supplying the goods or services as specified in the Purchase

