

PURCHASE ORDER CONDITIONS

1. Orders will be issued on College printed forms only and Suppliers must obtain an official order for all goods delivered, or services or works executed.
2. **DELIVERY:** All goods are to be delivered, carriage paid, to the place specified, at the stipulated time. (Suppliers are responsible for any damage including damage during transit.)
3. The Order Number and Date must be quoted on all advice notes, invoices and correspondence relating to this order. Failure to do so will impede payment.
4. **PACKAGING:** Packing materials, if used, must be non-chargeable, unless otherwise stated in the purchase order.
5. **ADVICE NOTES:** Where required to facilitate payment, an advice note must be posted to the delivery address the day the goods are despatched, quoting the order number, or must accompany the despatch.
6. **INVOICES:** A separate invoice is to be rendered for each order. This must quote the order number. **Invoices that do not quote a valid College Purchase Order number will be returned without being processed.** It is not required in duplicate unless specifically requested, and must be **emailed to p2p@essexsharedservices.co.uk** It should be addressed to Essex Shared Services, South Essex College, 28 Stephenson Road, Leigh-On-Sea, Essex, SS9 5LY

Payment will normally be made before the end of the month following the month in which the invoice is received by the College.
7. **ACKNOWLEDGEMENT:** If required by the College, this order is to be acknowledged at once in writing, stating full acceptance of the terms and conditions therein.
8. **STATEMENT:** If required, a Statement of Account is to be rendered to the Finance Department (as above).
9. **EVERY PURCHASE ORDER** which carries directly or indirectly an engagement of services and/or labour for work to be performed arising from this contract, is subject to the following **INDEMNITY CLAUSES**. The Supplier warrants that the goods supplied shall be of such a nature and quality as to comply with the provisions of all material Acts of Parliament and all Orders and Regulations made thereunder and the Supplier agrees to indemnify the College by reason of any breach of the same.

The Supplier agrees to indemnify the College against all actions proceedings costs claims liability and damages arising out of any infringements of the rights of third parties in respect of any letters patent registered designs trade marks trade names or copyrights, which may arise out of the performance of this contract.
10. Acceptance of the goods or any part thereof shall not prejudice the right of rejection of goods found to be defective. The College reserves the right to return to the Supplier at any time at the Supplier's expense and risk the whole or any part of any goods which the College considers to be defective or of inferior manufacture. The carrier shall be the Agent of the Supplier.
11. Where this order relates to services or works not covered by another contract, the following shall apply:

The Supplier shall provide the service or work with all proper skill and care using materials as necessary which are fit for the purpose for which they will be used and are of good quality.

The Supplier shall make good any defect in work which occurs within one month of completion of the work or as may be required by the College.
12. **INSURANCE:** The Supplier shall indemnify and keep indemnified the College against all losses and claims for death, injuries, costs or damage to any person or property whatsoever (including where the contract is for the supply of goods, the goods themselves) which may arise out of the performance of this Contract.
13. This contract shall be construed according to the Laws of England.
14. Acceptance of the order by the Supplier acknowledges that the College's terms and conditions contained above override any conditions of sale which the supplier may have in force.