

# **SANDYCOMBE PROPERTIES LIMITED**

*Southover Manor, Lewes*

## **Purchasing Conditions**

<b>Item No</b>	<b>Condition</b>
1	Tasks to be undertaken are show in Schedule A of these terms
2	General Requirements are show in Schedule B of these terms
3	Following receipt of quotations the successful tenderer will be sent an order. The contactor will be required to sign a copy of this order to confirm acceptance.
4	Commencement & Contract period will be agreed prior to work commencing and will be confirmed in Sandycombe Properties Ltd order.
5	The contractor is required to hold public liability insurance for at least £2 million pounds.
6	The contractor shall indemnify us against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which We may incur either at common law or by statute in respect of personal injury to or death of any person or in respect of any loss or destruction of or damage to property (other than as a result of any default or neglect of ourselves or any person for whom We are responsible) which shall have occurred in connection with any work executed by You under this Contract or shall be alleged to be attributable to some defect in the Goods.
7	Fees will be paid on invoice a month in arrears. Payment terms are 30 days. All fees are fixed for the period of contract.
	Supplier Obligations: The supplier shall: <ul style="list-style-type: none"><li>a) Supply the services as specified.</li><li>b) Perform the services with reasonable skill and care and to a reasonable standard and in accordance with recognised codes of practice.</li><li>c) Comply with all relevant health and safety regulations.</li><li>d) Ensure that all necessary licences and permissions required to provide the services are current.</li><li>e) Be responsible for all waste management and disposal.</li><li>f) Take all reasonable care when salvaging existing plants but should not be responsible for their survival.</li></ul>
8	Any addition work will be the subject of a separate quotation & order. These terms will apply to such works
9	VAT will be paid at the UK government rate pertaining to the invoice date and must be shown on the invoice.
10	Notice Period:  If circumstances require Sandycombe to change the terms of this agreement or cancel this agreement it will give the Contractor at least 3 months notice. If the Contractor wishes to change the terms of this agreement or cancel this agreement it will give Sandycombe at least 3 months notice.
11	Warranties: The supplier warranties that the services will be performed using all reasonable skill and care.
12	Force Majeur:  Neither party shall be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war, fire, order of government or local authority, or any unavoidable cause, breakdown of plant or machinery or shortage or unavailability of raw materials from a natural source of supply, and the party shall be entitled

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	<p>to a reasonable extension of its obligations.</p> <p>If because of the above reasons any part of this Contract is cancelled or one of the parties is prevented from carrying out its obligations under this Agreement, the fees detailed shall only be payable for those maintenance tasks that have been undertaken</p>
13	<p>Notices:</p> <p>All contract variations &amp; legal notice must be provided between the parties in writing.</p>
14	<p>Termination:</p> <p>1) The customer may terminate the agreement if the supplier fails to comply with any aspect of these terms and conditions and this failure continues for a period of 7 days after notification of non-compliance is given.</p> <p>2) Either party may terminate the Agreement by notice in writing to the other if:</p> <p>a) the other party commits a material breach of these Terms and Conditions and, in the case of a breach capable of being remedied, fails to remedy it within a reasonable time of being given written notice from the other party to do so; or</p> <p>b) the other party commits a material breach of these Terms and Conditions which cannot be remedied under any circumstances; or</p> <p>c) the other party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect; or</p> <p>d) the other party ceases to carry on its business or substantially the whole of its business; or</p> <p>e) the other party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.</p>
15	<p>Severance:</p> <p>If any term or provision of these conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these terms and conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.</p>
16	<p>Failure to fulfil obligations:</p> <p>If for any reason other than those mentioned in these conditions the Contractor fails to fulfil its obligations, the Contractor shall not be entitled to any payment and the contract shall be deemed to have been terminated.</p>
17	<p>Waiver:</p> <p>The failure by either party to enforce at any time or for any period any one or more of the terms and conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce to enforce all terms and conditions.</p>
18	<p>Assignment &amp; Sub-Letting</p> <p>The Contract shall not be assigned by you or sub-let as a whole. You shall not sub-let any part of the Contract without Our written consent, but We shall not refuse such consent unreasonably. The restriction contained in this condition shall not apply to sub-contracts for materials for minor details or for any part of which the makers are named in the Contract. You</p>

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	shall be responsible for all work done and goods supplied by all sub-contractors.
19	These terms and conditions supersede any previous agreements or other undertakings either written or oral.
20	These terms and conditions shall be governed by and construed in accordance with the law in England and Wales and the parties hereby submit to the exclusive jurisdiction of the English Courts.

*Acceptance:*

*Customer:..... Sandycombe Properties Ltd.....*

*Name: .....*

*Title: .....*

*Signature: .....*

*Date: .....*

*Supplier: .....*

*Name: .....*

*Title: .....*

*Signature: .....*

*Date: .....*