1. **Definitions and Interpretation**
	1. In these Conditions, the following terms shall have the following meanings, unless the context otherwise requires:

“**Business Day**” any day which is not a Saturday, a Sunday, Christmas Day, Good Friday or a bank holiday in England and Wales under the Banking and Financial Dealings Act 1971.

“**Commencement Date**”has the meaning given in clause 2.2.

“**Conditions**”these terms and conditions as may be amended from time to time in accordance with clause 18.

“**Contract**”the contract between SCH and the Supplier for the supply of Goods incorporating the Order, these Conditions and the Specification.

“**Goods**”the goods to be provided by the Supplier (or any part of them) set out in the Order.

“**SCH**”S.C.H. Site Services Limited (company number 05336615) whose registered office is at Whinbank Road, Aycliffe Industrial Estate, Newton Aycliffe, County Durham, DL5 6AY.

“**Order**”SCH’s order for the supply of Goods, as set out in SCH’s purchase order form, or in SCH’s written acceptance of the Supplier’s quotation, as the case may be.

“**Specification**”any specification for the Goods, including any related plans and drawings, that is agreed in writing by SCH and the Supplier.

“**Supplier**”the person or firm from whom SCH purchases the Goods, as identified in the Order.

“**Works Contract**” a contract SCH has entered into for the carrying out works, of which the supply of the Goods may form part.

* 1. In these Conditions, unless the context otherwise requires:
		1. any term importing the singular includes the plural and vice versa;
		2. a reference to a “**person**” includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and that person’s successors and permitted assigns;
		3. any words following the terms “**including**”, “**include**”, “**in particular**”, “**for example**” or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition or phrase preceding those terms; and
		4. any reference to a clause is a reference to such clause of these Conditions.
	2. Clause headings are for ease of reference only and shall not affect the interpretation of these Conditions.
1. **Basis of Contract**
	1. The Order constitutes an offer by SCH to purchase Goods from the Supplier in accordance with these Conditions.
	2. The Order shall be deemed to be accepted on the earlier of:
		1. the Supplier issuing written acceptance of the Order; or
		2. any act by the Supplier consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence (the “**Commencement Date**”).

* 1. These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, custom, practice or course of dealing.
	2. The Contract and the documents referred to in it constitutes the entire agreement between the parties in connection with its subject matter and supersedes all prior representations, negotiations and agreements concerning the subject matter of the Contract.
	3. If any provision of the Contract is held by a court or other competent tribunal to be invalid or unenforceable, it shall be severable and shall be deemed omitted from the Contract to the extent necessary to prevent such invalidity or unenforceability, and the remaining provisions shall continue to have full effect.
1. **Works Contract**
	1. Where the Goods are building materials, then in addition to the obligations set out and contained in these Conditions, the Supplier shall be deemed to have full knowledge of SCH’s obligations pursuant to the Works Contract. SCH shall, if so requested by the Supplier, provide to the Supplier a copy of the Works Contract (omitting details of SCH’s rates and prices). The Supplier shall observe, perform and comply with all the provisions of the Works Contract insofar as they relate to the supply of Goods under the Contract as though they were expressly set out herein and shall ensure that no act or omission by the Supplier shall constitute, cause or contribute to any breach of the Works Contract. The Supplier shall indemnify SCH against and from all losses, damages, costs, expenses and liabilities suffered by SCH as a result of any failure by the Supplier, its employees or agents to comply with this clause 3.1.
2. **The Goods**
	1. The Supplier shall ensure that the Goods shall:
		1. correspond with their description and any applicable Specification;
		2. be new and of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by SCH, expressly or by implication, and in this respect SCH relies on the Supplier’s skill and judgement; and
		3. be free from defects in design, materials and workmanship and remain so for 12 months after delivery.
	2. The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods.
	3. SCH may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier’s obligations under the Contract.
	4. If following such inspection or testing SCH considers that the Goods do not comply or are unlikely to comply with the Supplier’s undertakings in clause 4.1, SCH shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance. SCH may conduct further inspections and tests after the Supplier has carried out its remedial actions.
	5. At any time prior to delivery, SCH may instruct variations to the quantity or nature of the Goods. The Supplier shall advise SCH in writing of the revised price for the Goods and await SCH’s confirmation before implementing the variation.
3. **Delivery of Goods**
	1. The Supplier shall be entirely responsible for arranging delivery of the Goods, including without limitation their transportation, the obtaining of any necessary export or import licences and the unloading of the Goods.
	2. The Supplier shall ensure that:
		1. the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
		2. each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the Order number, the type and quantity of the Goods, any special storage instructions and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
		3. it states clearly on the delivery note any requirement for SCH to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.
	3. The Supplier shall deliver the Goods:
		1. on the date specified in the Order or as otherwise agreed by the parties (provided that where the Supplier is delayed due to any impediment, prevention or default, whether by act or omission, by SCH or any of its employees, employees, agents or sub-contractors, the delivery date shall be extended);
		2. to such location as is set out in the Order or instructed by SCH before delivery (the “**Delivery Location**”); and
		3. during SCH’s normal hours of business on a Business Day, or as instructed by SCH.
	4. SCH shall provide the Supplier with reasonable access to the relevant premises or site at reasonable times for the purpose of delivering the Goods.
	5. Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
	6. The Supplier shall not deliver the Goods in instalments without SCH’s prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle SCH to the remedies set out in clause 6.1.
	7. Title and risk in the Goods shall pass to SCH on completion of delivery.
4. **SCH’S Remedies**
	1. If the Supplier fails to deliver the Goods by the applicable date, SCH shall, without limiting or affecting other rights or remedies available to it, have any or all of the following rights:
		1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
		2. to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
		3. to recover from the Supplier any costs incurred by SCH in obtaining substitute goods from a third party;
		4. to require a refund from the Supplier of sums paid in advance for Goods that it has not delivered;
		5. to claim damages for any additional costs, loss or expenses incurred by SCH, including but not limited to any liabilities owed by SCH under the Works Contract which are in any way attributable to the Supplier’s failure to meet such dates.
	2. If the Supplier has delivered Goods that do not comply with clause 4.1, then, without limiting or affecting other rights or remedies available to it, SCH shall have any or all of the following rights, whether or not it has accepted the Goods:
		1. to terminate the Contract with immediate effect by giving written notice to the Supplier;
		2. to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier’s own risk and expense;
		3. to require the Supplier to replace the rejected Goods, or, to the extent SCH have already made payment, to provide a full refund of the price paid for the rejected Goods;
		4. to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
		5. to recover from the Supplier any expenditure incurred by SCH in obtaining substitute goods from a third party;
		6. to claim damages for any additional costs, loss or expenses incurred by SCH including but not limited to any liabilities owed by SCH under the Works Contract arising from the Supplier’s failure to supply Goods in accordance with clause 4.1.
	3. These Conditions shall extend to any repaired or replacement goods supplied by the Supplier.
	4. SCH’s rights and remedies under the Contract are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.
5. **Charges and Payment**
	1. The price for the Goods:
		1. shall be the price set out in the Order, or if no price is quoted, the price set out in the Supplier’s published price list in force at the Commencement Date; and
		2. shall be inclusive of the costs of packaging, insurance and carriage of the Goods.

No extra charges shall be effective unless agreed in writing and signed by SCH.

* 1. The Supplier shall invoice SCH on or at any time after completion of delivery. Each invoice shall include such supporting information required by SCH to verify the accuracy of the invoice, including but not limited to the relevant Order number.
	2. SCH shall pay invoiced amounts within 45 days of the end of the month in which the correctly rendered invoice is received and payment shall be made to a bank account nominated in writing by the Supplier.
	3. For the avoidance of doubt, SCH shall not be obliged to pay any invoice that does not fully comply with the requirements of the Contract or contains disputed amounts.
	4. All amounts payable by SCH under the Contract are exclusive of amounts in respect of VAT chargeable from time to time. SCH and the Supplier shall comply with the laws on tax deduction and VAT and SCH shall pay to the Supplier any VAT properly chargeable on the supply of the Goods.
	5. If SCH fails to make a payment due to the Supplier under the Contract by the due date, then SCH shall pay interest on the overdue sum at the rate of 3% over the Bank of England base rate from time to time from the due date until payment is made, whether before or after judgment. Both parties agree that this rate of interest is a substantial contractual remedy for late payment of debts for the purposes of the Late Payment of Commercial Debts (Interest) Act 1998.
	6. SCH may at any time, without notice to the Supplier, set off any liability of the Supplier to SCH against any liability of SCH to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Contract. Any exercise by SCH of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Contract or otherwise.
1. **Indemnity**
	1. The Supplier shall indemnify SCH against all liabilities, costs, expenses, damages and losses suffered or incurred by SCH arising out of or in connection with:
		1. any claim made against SCH for actual or alleged infringement of a third party’s intellectual property rights arising out of, or in connection with, the manufacture, supply or use of the Goods;
		2. any claim made against SCH by a third party for death, personal injury or loss of or damage to property arising out of, or in connection with, defects in the Goods or in consequence of the performance or non-performance by the Supplier of its obligations under the Contract or the presence on any premises or sites of the Supplier, its employees or agents, save to the extent that such liability arises as a result of the negligence or wilful misconduct of SCH; and
		3. any claim made against SCH by a third party arising out of or in connection with the supply of the Goods.
2. **Insurance**
	1. During the term of the Contract and for a period of 6 years after the completion of the Contract, the Supplier shall take out and maintain, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on SCH’s request, provide documentary evidence that the insurance required pursuant to this clause 9.1 is being maintained. All such insurance policies shall be on customary and usual terms and conditions prevailing in the UK insurance market and provided by reputable insurers.
3. **Confidentiality**
	1. Each party undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, customers, clients or suppliers of the other party, except:
		1. to its employees, officers, representatives, sub-contractors or advisers who need to know such information for the purposes of carrying out the party’s obligations under the Contract; and
		2. as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
	2. Neither party shall use the other party’s confidential information for any purpose other than to perform its obligations under the Contract.
4. **Termination**
	1. Without affecting any other right or remedy available to it, by giving the Supplier seven days’ notice SCH may terminate the Contract for any reason whatsoever at SCH’s absolute and unfettered discretion, including (without limitation) because SCH wishes to procure goods equivalent to the Goods from a third party.
	2. If the Supplier commits a material breach of the Contract and fails to remedy that breach within a period of ten Business Days after being notified in writing by SCH to do so, without affecting any other right or remedy available to it, SCH may terminate the Contract with immediate effect by giving written notice to the Supplier.
	3. Without affecting any other right or remedy available to it, either party may terminate the Contract with immediate effect by giving written notice to the other party if:
		1. the other party takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business; or
		2. the other party suspends, or threatens to suspend, or ceases or threatens to cease to carry on all or a substantial part of its business.
5. **Consequences of Termination**
	1. On termination of the Contract:
		1. the Supplier shall discontinue any work on the Contract; and
		2. SCH shall pay the Supplier the value of Goods properly provided prior to the date of termination, ascertained in accordance with the terms of the Contract (less any sums already paid).
	2. SCH shall have no liability to the Supplier for any abortive costs, loss of profit, loss of production, loss of contracts, loss of business opportunity, loss of opportunities, loss of reputation, loss of revenue or any indirect or consequential damage or loss arising out of or in connection with the termination of the Contract, howsoever arising and even if the purpose of the termination is to allow SCH to procure goods equivalent to the Goods from a third party.
	3. Termination of the Contract shall not affect the parties’ rights and remedies that have accrued as at termination.
	4. Any provision of the Contract that by implication is intended to come into or continue in force on or after termination of the Contract shall remain in full force and effect.
6. **Force Majeure**
	1. Neither party shall be in breach of the Contract nor liable for delay in performing, or failure to perform, any of its obligations under it if such delay or failure results from events, circumstances or causes beyond its reasonable control. If the period of delay or non-performance continues for three months, the party not affected may terminate the Contract by giving ten Business Days’ notice to the affected party.

1. **Assignment**
	1. SCH may assign the benefit of the Contract without the Supplier’s consent.
	2. The Supplier shall not assign or charge the benefit of the Contract or any right arising under it without the prior written consent of SCH.
2. **Notices**
	1. Any notice required to be given or served under the Contract shall be in writing and shall be delivered by hand or sent by first class post to the address of the relevant party stated in the Order. Notices shall be deemed to have been received, if delivered by hand, on the date and at the time of delivery (as evidenced by a signed delivery receipt), or if sent by first class post, at 9:00am on the second Business Day after the date of posting.
3. **Waiver**
	1. A failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under the Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
4. **Third Party Rights**
	1. A person who is not a party to the Contract shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of these Conditions.
5. **Variation**
	1. Except as set out in these Conditions, no variation of the Contract shall be effective unless it is agreed in writing and signed by the parties or their authorised representatives.
6. **Bribery and Slavery**
	1. The Supplier shall observe and comply with all applicable laws, codes of practice and policies relating to anti-bribery, anti-corruption and anti-slavery, including the Bribery Act 2010 and Modern Slavery Act 2015.
7. **Governing Law and Jurisdiction**
	1. The Contract shall be governed by English law and the English courts shall have exclusive jurisdiction with regard to all matters arising under it.