

Terms and conditions for the purchase of goods and services by The Sir John Brunner Foundation

Effective 20th July 2026

1 Definitions

In these terms, the following words have the meanings set out below:

- 1.1 "Agreement" means these terms and conditions and the terms of any Purchase Order.
- 1.2 "Buyer" means The Sir John Brunner Foundation.
- 1.3 "Intellectual Property Rights" means rights such as patents, designs, copyright, trade marks, know-how and similar rights anywhere in the world.
- 1.4 "Purchase Order" means the Buyer's purchase order. It may describe the goods and/or services to be supplied and will state the maximum amount the Buyer will pay.
- 1.5 "Supplier" means the organisation or person who supplies goods and/or services to the Buyer;
- 1.6 "Supplier Personnel" means any employee or contractor supplied by the Supplier to provide services.

2 General

- 2.1 These terms apply whenever the Supplier provides goods and/or services to the Buyer
- 2.2 The Purchase Order must state what is being supplied, the price, and any special terms agreed between the parties. These terms apply to every Purchase Order.
- 2.3 Any change to these terms or to a Purchase Order must be agreed in writing by both parties.
- 2.4 The Supplier must not treat an order as confirmed until the Buyer has issued a valid Purchase Order.

3 Price and payment

- 3.1 The Purchase Order must show the price, any taxes and any agreed expenses. Prices should be shown excluding VAT.
- 3.2 The Supplier must invoice the Buyer in line with the Purchase Order. Unless separately agreed in writing, the Buyer will usually pay invoices within 30 days if they are valid, accurately matching the purchase order, undisputed and sent to the correct email address. Payment dates are not essential terms of this Agreement.

3.3 The Buyer will only pay costs that are included in the Purchase Order.

3.4 Any extra goods, services or resources must be covered by a further Purchase Order.

3.5 Once the Buyer has issued a Purchase Order, the price is fixed unless the Buyer agrees a change in writing.

3.6 The Buyer will not pay an invoice unless it shows a valid Purchase Order number. The Buyer may return any invoice without a valid Purchase Order number and ask the Supplier to send a new invoice.

3.7 Invoices and statements must be sent electronically to accountspayable@sjbf.org.uk. If an invoice is sent to the wrong place, the payment period may start only when the invoice reaches this email address.

3.8 Invoices must be sent within 3 months of delivery unless the Buyer agrees otherwise. The Buyer may dispute invoices sent late.

3.9 Supplier invoices must show the correct VAT code as well as the amount of the VAT

4 Warranty

4.1 The Supplier promises that all goods and materials will be free from defects, meet the agreed specification, and be suitable for the purpose made known to the Supplier. If the Buyer approves a Supplier design, the Supplier is still responsible for it.

4.2 This promise applies to any defect or problem found from delivery onwards.

4.3 If the Supplier breaks this promise, the Buyer may ask the Supplier to repair or replace the goods at the Supplier's cost, or to refund all or part of the price. The Buyer may also use any other rights it has.

4.4 Repaired or replacement goods are covered by these terms in the same way as the original goods. If the Supplier does not repair or replace them promptly, the Buyer may arrange this and recover the cost from the Supplier.

5 Delivery

5.1 The Supplier must deliver the goods to the place specified by the Buyer. Delivery dates and times are important. If the Supplier misses them, the Buyer may cancel all or part of the Agreement without notice.

5.2 If the Buyer cancels all or part of the contract under clause 5.1:

5.2.1 the Buyer does not have to pay for the cancelled part;

5.2.2 the Supplier must repay any amount already paid for the cancelled part.

6 Title

6.1 The Supplier confirms that it owns the goods and can transfer ownership to the Buyer.

6.2 Ownership of the goods passes to the Buyer when the goods are allocated to the Agreement or delivered to the Buyer, whichever happens first.

7 Risk

The Supplier is responsible for the goods until they are delivered to the Buyer, or to another place specified by the Buyer, and accepted as meeting the Agreement. The Supplier must keep suitable insurance for the goods and, if the Buyer asks, pass the benefit of that insurance to the Buyer.

8 Inspection of goods

8.1 The Buyer will inspect the goods when they are delivered.

8.2 If goods are damaged, the Buyer will tell the Supplier. The Buyer may reject the damaged goods. If this happens:

8.2.1 the Supplier must collect the damaged goods at its own cost;

8.2.2 the Buyer does not have to pay for the damaged goods;

8.2.3 the Supplier must repay any amount already paid for the damaged goods; and

8.2.4 the Buyer may claim any losses caused by the damage.

8.3 If items are missing from the order, the Buyer will tell the Supplier. If this happens:

8.3.1 the Buyer does not have to pay for the missing goods;

8.3.2 the Supplier must repay any amount already paid for the missing goods; and

8.3.3 the Buyer may claim any losses caused by the shortage.

8.4 If the Buyer asks, the Supplier must replace damaged goods or supply missing goods at its own cost. The Buyer may instead cancel all or part of the order, and clause 5.2 will apply.

8.5 If the Supplier delivers more goods than were ordered, the Buyer may reject the extra goods in writing. If this happens:

8.5.1 the Supplier must collect the extra goods at its own cost;

8.5.2 the Buyer is not responsible for any loss or damage to the extra goods while waiting for collection; and

8.5.3 the Buyer does not have to pay for the extra goods. If the Buyer has paid, the Supplier must repay the amount.

8.6 The Buyer may choose to accept extra goods. If it does, it will pay the agreed price for them.

8.7 The Supplier must repair or replace, free of charge, any goods damaged or lost in transit.

8.8 A signature or stamp on a delivery note only confirms the number of packages received. It does not confirm that the order is complete, undamaged or of the right quality.

8.9 The Supplier must include a valid delivery note with the delivery. It must show the Purchase Order number.

9 Supplier's obligations

9.1 The Supplier confirms that:

9.1.1 all services will be provided with proper skill and care, to a good standard, and in line with good industry practice;

9.1.2 the Supplier Personnel will have the qualifications, skills and experience needed to provide the services properly;

9.1.3 the services will not breach anyone else's rights, including intellectual property rights, confidentiality rights, contract rights, employment rights or property rights; and

9.1.4 the Supplier has authority to enter into this Agreement and has, or will get, all licences, consents and permits needed to provide the services.

9.2 The Supplier must provide progress reports, evidence or other information about the services when the Buyer reasonably asks for it.

9.3 The Supplier must keep suitable insurance for the services, including any insurance the Buyer reasonably asks for.

9.4 The Supplier must make sure its staff and contractors work safely and do not put others at risk. The Supplier must cover the Buyer for any costs, claims or losses caused by the Supplier Personnel.

10 Professional services, conflicts of interest and confidentiality

10.1 If the Supplier provides professional services, the Supplier must act with proper skill, care and independence.

10.2 The Supplier must tell the Buyer before starting work if the Supplier has, or may have, a conflict of interest.

10.3 The Supplier must also tell the Buyer straight away if a conflict of interest arises, or may arise, during the Agreement.

10.4 A conflict of interest may include any personal, financial, professional or other interest that could affect, or appear to affect, the Supplier's judgement, independence or advice.

10.5 The Supplier must keep confidential any information it receives from or about the Buyer, its academies, pupils, staff, governors, trustees, families, suppliers or business.

10.6 The Supplier must only use confidential information to provide the goods or services under this Agreement. The Supplier must not share it with anyone else unless the Buyer has agreed in writing, or the law requires it.

11 Service agreements and who can sign them

11.1 If a contract or agreement for services has a fixed time period, it must be signed by the right person for its value.

11.2 Budget holders may sign service contracts or agreements with a value of £5,000 or less.

11.3 Headteachers, who are by definition budget holders, may sign service contracts or agreements with a value of up to £25,000.

11.4 Service contracts and agreements for services or software with a value of more than £25,000 may only be signed by the Director of Finance, Director of Estates, Chief Finance and Operations Officer, or Chief Executive Officer.

11.5 The Buyer only agrees to terms and conditions where the relevant appointed person has signed them. The Buyer does not agree to terms and conditions by ticking a box, clicking to accept, or using an online process unless the relevant appointed person has also signed them.

11.6 The Buyer does not agree to any automatic renewal period of more than 12 months.

11.7 The Buyer does not agree to any price increase during the contract period unless the Buyer has agreed to that increase in writing.

12 Bribery, gifts and inducements

12.1 The Supplier must comply with the Bribery Act 2010 and must not offer, promise or give any bribe, reward, personal benefit or inducement to any person connected with the Buyer.

12.2 The Supplier must not offer personal gifts, hospitality, rewards or other benefits to budget holders, staff, governors, trustees or anyone else involved in making decisions for the Buyer.

12.3 The Supplier must not offer anything intended to influence a decision, secure an order, keep business, speed up a process, or obtain any unfair advantage.

12.4 The Supplier must tell the Buyer straight away if any budget holder, member of staff, governor, trustee or other person connected with the Buyer asks for, hints at, or appears to expect any gift, payment, reward, personal benefit or inducement. The Buyer's whistleblowing policy can be found on the website <https://sirjohnbrunnerfoundation.co.uk/about-us/policies>

12.5 Acceptable gifts are limited to gifts that are clearly appropriate and do not create a personal benefit for a decision-maker. This may include items given to the Buyer or one of its academies that directly support the Trust's charitable objects, or low value items that can be used or consumed in the staff room or offices of the relevant academy.

13 Status and liabilities

13.1 The Supplier and Supplier Personnel cannot act for the Buyer or enter into contracts for the Buyer.

13.2 Supplier Personnel are not employed or engaged by the Buyer.

13.3 The Supplier is responsible for paying Supplier Personnel and making all tax, National Insurance and similar deductions required by law. The Supplier must cover the Buyer for any claims about those payments.

13.4 The Supplier must make sure that it and its Supplier Personnel follow all relevant laws, rules and regulations, including immigration and employment requirements. The Supplier must cover the Buyer for any losses caused by a failure to do so.

13.5 The Buyer can only use a Supplier where the working arrangements are suitable for a supplier relationship. The Buyer must not treat someone as a supplier if, in reality, they should be treated as an employee or worker for tax or National Insurance purposes.

13.6 The Supplier must tell the Buyer before starting work if the services will be provided by an individual and the working arrangements may look like employment. This includes, for example, where the Buyer controls how, when or where the work is done; where the individual is expected to work personally and cannot send a suitable substitute; where the individual works regular hours set by the Buyer; where the individual is managed in the same way as staff; or where the individual is not taking any real business risk.

13.7 The Supplier must also tell the Buyer straight away if anything changes during the Agreement that may affect whether the individual should be treated as an employee or worker for tax or National Insurance purposes.

14 Termination

14.1 The Buyer may end this Agreement for any reason by giving the Supplier 15 days' written notice.

14.2 The Buyer may end this Agreement immediately by giving written notice if:

14.2.1 the Supplier or Supplier Personnel seriously or repeatedly break this Agreement;

14.2.2 the Supplier fails to make sure the services are provided properly after receiving a written warning;

14.2.3 the Supplier passes a resolution to wind up, unless this is part of a solvent merger or reconstruction, or a court makes a winding-up order;

14.2.4 the Supplier stops carrying on all or most of its business; or

14.2.5 the Supplier becomes insolvent, makes or proposes an arrangement with creditors, or has a liquidator, receiver, administrator, manager, trustee or similar person appointed over its assets.

15 Indemnity

The Supplier must cover the Buyer for all claims, costs and expenses caused by the Supplier breaking this Agreement.

16 Intellectual property rights

Any Intellectual Property Rights created under this Agreement will belong to the Buyer, unless they already belong to someone else. The Supplier must take reasonable steps to transfer those rights to the Buyer where needed.

17 Force majeure

The Buyer is not responsible for delays or failures caused by events outside its reasonable control. This may include acts of God, strikes, pandemic, accidents, war, fire, flood or industrial disputes. The Buyer will have a reasonable extra time to meet its obligations.

18 Relationship of parties

This Agreement does not create a partnership, joint venture or agency relationship between the parties.

19 Assignment

The Supplier must not transfer its rights or responsibilities under this Agreement without the Buyer's written agreement.

20 Severability

If a court finds that any part of this Agreement is invalid, illegal or unenforceable, that part will be removed. The rest of the Agreement will still apply.

21 Waiver

If the Buyer does not enforce any part of these terms and conditions, this does not mean the Buyer has given up its right to enforce it later.

22 Notices

Notices may be sent by email, delivered by hand, or posted to the address in the Purchase Order or another address given in writing. An email is treated as received on the day it is sent unless the recipient can show otherwise. A hand-delivered notice is received when delivered. A posted notice is received in the ordinary course of post.

23 No third parties

Nothing in this Agreement gives any rights to any third party.

24 Entire agreement

This Agreement is the full agreement between the parties for the purchase of the goods and/or services. It replaces any previous spoken or written agreements, arrangements, promises or proposals.

24 Governing law and jurisdiction

This Agreement is governed by the law of England and Wales. Only the courts of England and Wales may deal with any dispute about it.