

Go AHEAD



34 HIGH STREET,
SPENNYMOOR,
DURHAM DL16 6DB

TEL: 01388 813267 or 0191 258 5956

sales@baileys-blinds.co.uk

www.baileys-blinds.co.uk

Customer's Name **McKEOUGH**

Address **N6-B 58 CHARLOTTE SQUARE
NEWCASTLE**

Post Code **NE14XF**

Tel. home	
Tel. work	
mobile	07971174078
email	

DATE MEASURED/ORDERED
22/10/21

Measured By:
DAVE

CURTAINS	
PLEATED	
ROLLERS	X2.
ROMANS	
SHUTTERS	
VENETIAN	
VERTICALS	
VISION	
WOODEN	

SPECIAL INSTRUCTIONS

called JENSON + GARSEX PLANNED

349467

P/CUST	
NET	
PRESS	
RADIO	
MAG.	
VAN	
RECC.	
SHOP	
TV	
YELL P	
OTHER	

Fitted By		DATE	DAY	AM	PM
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alum	anthracite	black	brown	champ-gold	chrome	silver	white	recess size	motorised	wood fix	stone fix	brackets top	brackets face
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Room	Width	Drop	Slat Size	Colour	Control LH or RH	Fitting Height	Price	
Office ①	1600	1840	EXLITS	ANTHRACITE	R	3400	174.00	
Office ②	1590	1840			L	3400	174.00	
CUSTOMER CHANGES								45.00
								393.00
								78.60

SAFETY DEVICES SUPPLIED WITH GOODS MUST BE FITTED BY US AT THE TIME OF INSTALLATION. IF YOU REFUSE TO ALLOW A SAFETY DEVICE TO BE FITTED, THEN THE GOODS WILL NOT BE INSTALLED, AND UNDER THESE CIRCUMSTANCES YOU WILL STILL BE LIABLE TO PAY THE FULL PRICE UNDER YOUR CONTRACT. YOU ARE STILL BOUND TO ACCEPT DELIVERY OF THE GOODS AND TO PAY FOR BOTH THE FITTING AND INSTALLATION EVEN ALTHOUGH INSTALLATION HAS NOT BEEN CARRIED OUT.

I have ordered the above goods and agree to pay 50% deposit and the remaining balance on the day of fitting. If payment is not made in full at that time Baileys Blinds has the right to remove the goods until full settlement is made. Title of the goods does not pass to the customer until payment has been made in full. Declaring that there shall be no liability for normal damage occasioned by such removal.

TOTAL PRICE £ **477.60**

DEPOSIT £ **To Invoice**

BALANCE £

PRICE ACCEPTANCE Customer's Signature

Go AHEAD

CASH	CHEQUE	CARD
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ALL BLINDS TO BE PAID FOR AT TIME OF FITTING



Purchase Order

Purchase Order No: 2320588

Supplier

BAILEYS BLINDS
T/A BAILEYS BLINDS
34 HIGH STREET
SPENNYMOOR
COUNTY DURHAM

DL16 6DB

Please address and submit invoices to:

Accounts Payable
Newcastle City Council
Civic Centre
Barras Bridge
Newcastle Upon Tyne
NE1 8QH
accounts payable@newcastle.gov.uk

Delivery Address for this Order

CD - Charlotte Sq 16
Newcastle Enterprise Centres
Charlotte Sq 16
6-8 Charlotte Square
Newcastle upon Tyne

NE1 4XF

Purchase Order Date: 26/10/2021

Delivery Date:

Contact Name for Enquiries Alan Boyle

Telephone Number / Extn: 0191 2777851/27851

Order Revision Number: 0

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Line No.	Quantity	Description	Unit Price	Line Value
0001	0.0000	Order in respect quote 349467 as agreed with Jon McKeough Blinds for Charlotte Square OUR REF:GBM0005 YOUR REF:	0.00000	
			Sub Total	393.00
			V.A.T.	78.60
			Total	471.60

Note:

Clearly quote the Purchase Order Number shown above on your invoice as we have a No Purchase Order, No Pay policy. Payment Terms are 30 days from receipt of a valid invoice unless any alternative payment terms have been agreed. If you would like more information on receiving payment earlier please email sip@newcastle.gov.uk for more information on our Supplier Incentive Programme.

GENERAL TERMS AND CONDITIONS OF PURCHASE FOR ORDERS

1 Interpretation
1.1 In these Terms -
 Buyer Terms means the General Conditions of Purchase of the City of Newcastle upon Tyne, means these general terms and conditions of purchase and any special terms agreed in writing between the Buyer and the Seller;
 Goods means the goods (including any treatment, component, part or raw materials used in such goods) described in the Order;
 Order means the Buyer's purchase order to which these Terms are annexed;
 Price Seller Services Specification means the person, firm or company so described in the Order, means the services and/or works (if any) described in the Order, includes any plans, drawings, data, description or other information relating to the Goods and/or Services; and includes facsimile transmission and electronic communication and written shall be construed accordingly.
1.2 Any reference to a statutory provision includes a reference to any modification or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it.
2 Basis of Purchase
2.1 The Order constitutes an offer by the Buyer to the Seller to purchase the Goods and/or acquire the Services subject to these Terms.
2.2 Any of the following are deemed to constitute the Seller's agreement to comply with these Terms: a) any offer and/or acceptance of an Order by the Seller; or b) the commencement of any work by the Seller; or c) the delivery of any Goods or the performance of any Services by or on behalf of the Seller notwithstanding any conditions attached to such offer or acceptance or any purported acceptance of terms other than these Terms.
2.3 Where this Order forms part of another purchasing arrangement and is subject to terms previously agreed in writing and signed by the Buyer and Seller (Contract), the terms of the Contract shall prevail.
2.4 No written to the Order of these Terms shall be binding unless agreed in writing by the authorized representative of the Buyer.
3 Specifications, Inspection and Equipment
3.1 The quantity, quality and description of the Goods and the Services shall be as specified in the Order and/or in any applicable Specification supplied by the Buyer to the Seller.
3.2 Any Specification supplied by the Buyer to the Seller together with any intellectual property rights shall be the exclusive property of the Buyer.
3.3 Goods made to the Buyer's Specification shall not be manufactured for or supplied to any other party without the Buyer's prior written consent.
3.4 The Buyer reserves the right to inspect and test the Goods at any time prior to delivery. If as a result of inspection or testing the Buyer is not satisfied that the Goods and/or Services will comply in all respects with the Specification, the Seller shall take such steps as are necessary to ensure compliance.
3.5 All equipment used or provided by the Buyer shall be and remain the Buyer's property and it is to be returned to the Buyer in good condition upon request.
4 Changes
4.1 The Buyer may in its reasonable discretion from time to time change any details specified in its Order by written instructions.
5 Price
5.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be fixed exclusive of any applicable VAT and exclusive of all charges for packaging & delivery costs to the Buyer's specified delivery address.
5.2 If the Price is not stated in the Order, the Price shall be the lowest price currently quoted or charged at the time of this Order by the Seller for the Goods and/or the Services but shall be no more than the price at that time charged to the Buyer by the Seller for such Goods and/or Services.
5.3 No increase in the Price may be made without the prior written consent of the Buyer.
6 Information
6.1 The Seller shall provide to the Buyer on request evidence of the place of origin of the Goods and information relating to components, parts or raw materials used in manufacturing the Goods.
6.2 The Seller shall provide to the Buyer forthwith any information the Buyer may request for the purposes of monitoring the Seller's performance of its obligations under these Terms of any other Contract.
7 Payment
7.1 Unless otherwise stated in the Order, the Seller may only invoice the Buyer on or after delivery of the Goods or supply of the Services with a separate invoice for each individual delivery or supply. Invoices will not be accepted unless they quote the number of the relevant Order. Invoices shall be sent to the address specified on the Order as the invoicing address.
7.2 Unless otherwise stated in the Order, the Buyer shall pay the Price of the Goods and the Services within 30 days after receipt by the Buyer of a proper invoice or, if later, after acceptance of the Goods or Services in question by the Buyer. Time of payment shall not be of the essence of these Terms.
7.3 The Buyer shall be entitled to deduct from the Price - i) the net price for any impairment of the Goods as may be objective and accepted by the Buyer together with the costs of returning such Goods to the Seller; ii) any costs or expenses incurred by the Buyer in a transportation of the Seller failing to deliver the Goods to the correct destination; iii) the fees or other charges or other costs incurred by the Buyer arising out of any Services not provided or provided inadequately by the Seller to the Buyer; iv) any amount which is disputed by the Buyer, pending resolution of such dispute; and v) any sums owing by the Seller to the Buyer on any other Contract.
7.4 The Late Payment of Commercial Debts (Interest) Act 1998 shall be applied to the extent that the statutory interest rate thereunder shall be 4% per annum above the official dealing rate of the bank of England three months as determined on the date of expiry of the agreed credit period.
8 Delivery
8.1 The Goods shall be delivered to, and the Services shall be performed at, the location/locations specified by the Buyer on the date or within the period stated in the Order. In either case during the times specified in the Order or if no time is specified, during the Buyer's usual business hours and time shall be of the essence. For payment to be made, delivery of Goods and Services must be received by an authorized employee of the Buyer and be accompanied by a delivery note. The Buyer reserves the right to inspect any delivery instructions. Delivery shall be deemed to be made on receipt of the Goods and/or the Services by the Buyer in accordance with these Terms.
9 Acceptance
9.1 The Seller shall supply the Buyer in good form with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services.
9.2 The Buyer shall be entitled to reject all or any part of the Goods delivered or Services performed which are not in accordance with the Order, any Specification and these Terms, even if the defect is minor.
9.3 The Buyer shall not be deemed to have accepted any Goods and/or Services until the Buyer has had a reasonable time to inspect or test them following delivery or, if later, within a reasonable time after any latent defect has become apparent.

10 Risk and Property
10.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer. Transit, offloading and delivery of the Goods to the place specified in the Order shall be at the Buyer's risk.
11 Compliance with Law
11.1 The Seller shall comply with all applicable statutory requirements concerning the supply of Goods and the performance of the Services.
11.2 The Seller shall ensure that it shall comply with all equal opportunities legislation in force from time to time and shall ensure that its equality policies comply with the policies of the Buyer.
11.3 The Seller shall ensure that it complies with the Buyer's whistleblowing policy which is available on the Buyer's website at _____ upon request from the Buyer.
12 Warranties
12.1 The Seller warrants to the Buyer that it is fully experienced, qualified, equipped, organized and financed to perform its obligations under these Terms, and warrants to the Buyer that the Goods - i) shall be as specified in the Order and/or in the applicable Specification supplied by the Buyer to the Seller; ii) will correspond with any relevant sample; iii) will be of satisfactory quality and fit for any purpose stated by the Seller; iv) will be free from defects in design, material and workmanship; v) will comply with all statutory requirements, regulations, bye-laws and EU directives relating to the supply of the Goods.
12.2 The Seller warrants to the Buyer that the Services - i) will be performed by appropriately qualified and trained personnel with due care and diligence and to such high standards of quality as it is reasonable for the Buyer to expect in all the circumstances; ii) will comply with all statutory requirements, regulations, bye-laws and EU directives relating to the performance of the Services.
13 Certain Rights and Remedies on Default
13.1 Each party retains the benefit of the Buyer's contract provisions to any other right or remedy of the Buyer, whether or not under these Terms.
13.2 If Goods are not delivered or Services are not performed on the due date then the Buyer shall be entitled to - i) deliver from the Price or (if the Buyer has paid the Price) to claim from the Seller by way of liquidated damages for delay 0.5% of the Price for every week a delay up to a maximum of 10%, and/or ii) cancel the Order (or any part) without liability to the Seller and purchase substitute goods or services elsewhere and recover from the Seller any loss or additional costs incurred.
13.3 If any Goods or Services are not supplied or performed in accordance with these Terms, then the Buyer shall be entitled to deliver to the Seller to repair the Goods or fail the Buyer to be obliged to supply replacement Goods or Services in accordance with these Terms within the days or to limit these Terms as determined by the Buyer's breach and require the repayment of any part of the Price which has been paid.
14 Indemnity
 The Seller shall indemnify the Buyer in full against all liabilities, losses, damages, costs and expenses (including legal expenses) incurred directly by the Buyer as a result of or in connection with - i) a breach of any warranty given by the Seller in relation to the Goods or the Services; ii) any claim that the Goods infringe any intellectual property rights; except to the extent that the claim arises from compliance with the Buyer's specification; iii) any claim made against the Buyer in respect of any liability, breach or alleged breach by the Buyer of any statutory provision, regulation or bye-law or other rule of law arising from the acts or omissions of the Seller or its employees, agents or subcontractors; iv) any act or omission of the Seller or its employees, agents or subcontractors in supplying, delivering and installing the Goods and in performing the Services.
15 Force Majeure
15.1 Neither the Seller nor the Buyer shall be liable to the other by reason of any delay which is beyond that party's reasonable control.
16 Installation and work on site
16.1 The Seller shall at all times whilst on the Buyer's premises or site comply with and procure that its employees, agents and subcontractors comply with all relevant legal requirements relating to the provision of services, health and safety legislation; and all security and safety regulations and rules from time to time in force and will be deemed to have full knowledge of such regulations, copies of which shall be supplied on request.
16.2 Where the Seller is responsible for installation of the Goods and/or providing other Services, the Seller shall be deemed to be responsible for the satisfaction of the Buyer's authorized representative. The Seller shall clear away and remove from the Buyer's premises or site all material on site, service material, rubbish and temporary works and leave the premises or site in a clean and workable condition.
17 Insurance
17.1 The Seller shall at all times maintain adequate cover with a reputable insurer against its liability under these Terms and shall produce the policy and latest premium receipt to the Buyer on demand.
17.2 The Seller will provide all facilities, assistance and information reasonably required by the Buyer or its insurers for the purpose of bringing an action or claim arising out of the performance of these Terms.
18 Licences
18.1 The Seller grants the Buyer an irrevocable, non-exclusive and royalty-free licence to use, repair, alter or relocate the Goods whether by itself or through its employees, agents or subcontractors.
19 Termination
19.1 The Buyer shall be entitled to cancel the Order in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or performance without incurring any liability to the Seller other than to pay for Goods and/or Services already delivered or performed up to the time of such notice.
19.2 If delivery is incomplete then, without prejudice to its other rights, the Buyer may accept or reject the Goods or Services delivered or performed and cancel or vary the balance of the Order.
20 Confidentiality
20.1 All information supplied to the Seller by the Buyer at any time in connection with these Terms and any Specification shall be regarded as confidential and shall not without the prior written consent of the Buyer be published or disclosed to any third party or used by the Seller except for the purpose of implementing the Order.
20.2 The Seller shall not advertise or announce the supply of the Goods and/or the Services to the Buyer without the Buyer's prior written consent.
20.3 At any time on request the Seller shall assist the Buyer to comply with the Buyer's obligations under the Freedom of Information Act 2000 and/or the Environmental Information Regulations 2004.
21 General
21.1 The Order is personal to the Seller and the Seller shall not transfer, assign, charge, dispose of or deal with in any manner or purport to do the same any of its rights or contractual interests.
21.2 The Seller shall not sub-contract any of its obligations under this Order without the prior written consent of the Buyer.
21.3 Any notice to be given by either party to the other under these Terms must be in writing addressed to that other party at its registered office and delivered personally or sent by first class post or sent by facsimile transmission.
21.4 Notices addressed to the Buyer shall be marked for the attention of Assistant General Manager (Procurement).
21.5 Any waiver by the Buyer of any breach is not a waiver of any subsequent breach.
21.6 Failure or delay by the Buyer in enforcing or partially enforcing any provision of these Terms is not a waiver of any of its rights under these Terms.
21.7 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.
21.8 The Seller will comply with the Data Protection Act 1998 and ensure that all information security protocols (including industry standard requirements for processing payment cards) are in place and that the Seller will comply with good industry practice in respect of all information security.
21.9 These Terms shall be governed by the laws of England and the parties submit to the exclusive jurisdiction of the English Courts.

