



## PURCHASE ORDER

The Grand Hotel (Eastbourne) Ltd

Supplier
CREATIVE CURTAINS 9 NORTH STREET HAILSHAM EAST SUSSEX BN27 1DQ  Telephone: 01323 844555

Order Details
Purchase Order Reference: <b>TG1007158</b> Purchase Order Date: <b>Monday, September 2, 2024</b> Required Date: <b>Friday, September 20, 2024</b>  For any queries relating to this order please contact: <b>Yvonne Clingham</b> or email <b>yclingham@elitehotels.co.uk</b>

Deliver To
The Grand Hotel King Edwards Parade Eastbourne East Sussex BN21 4EQ

Invoice To
The Grand Hotel (Eastbourne) Ltd  Email PDF Invoices to <b>accounts@grandeastbourne.com</b>

Additional Comments **\*\*\*PLEASE QUOTE PO NUMBER ON INVOICE AND EMAIL INVOICE TO: accounts@grandeastbourne.com\*\*\***

Item Code	Qty	Description	Cost (£)	Net (£)	VAT%	VAT (£)	Gross (£)
BLINDS	1	to supply and fit 4 Roller Blinds to room 323	517.00	517.00	20.00	103.40	620.40

VAT%	Total VAT	Total Net
20.00	£103.40	£517.00

  

Total Net (£)	£517.00
Total VAT (£)	£103.40
Total Gross (£)	£620.40

\*PLEASE NOTE

- 1) Payment will only be made if the purchase order reference number is shown on the invoice.
- 2) The supplier is entitled to raise an invoice only when the goods and/or services have been satisfactorily received by The Grand Hotel (Eastbourne) Ltd, unless otherwise agreed in writing or specified in the "Additional Comments" box on this purchase order.
- 3) Standard terms and conditions of The Grand Hotel (Eastbourne) Ltd are attached to this purchase order and available upon written request

## TERMS AND CONDITIONS OF PURCHASE

### 1. Acceptance

The supply of goods or materials, or the doing of work, by you pursuant to the order shall be taken to be your acceptance of it on the terms specified in it.

### 2. Form of Orders and Amendments

We shall not be bound by any orders or amendments to orders unless they are made on our official printed order or amendment to order forms.

### 3. Sub-Contracting and Assignment

No part of this order may be sub-contracted or assigned by you without our previous consent in writing. Where such consent is given it is conditional upon your sub-contractor or assignee accepting the conditions agreed between us.

### 4. Postponement

If any strike, lock-out, fire, explosion, or accident, or any stoppage of any part of the hotel beyond our control may prevent or hinder the use of goods, materials or work covered by our order, we may suspend or postpone the delivery of goods or materials in the completion of such work and the payment therefore until the circumstances so preventing or hindering and the effects thereof have ceased.

### 5. Delivery/Transport/Packing

We may cancel this order or any part of it in the event of your failure to deliver goods or materials or to complete work by the date specified in our order and we shall in event be entitled to reimbursement by you in respect of all loss and expense resulting directly or indirectly from any such failure. Such right of cancellation shall not be lost by reason that it is not exercised immediately or that you are given further time to deliver or to complete. On such cancellation the purchase price thereof which may have been paid by us shall immediately be repaid.

6. All goods must be delivered by you, carriage paid, to the Hotel or other points designated by us. They are at your sole risk until so delivered unless we otherwise agree in writing.

7. All goods or materials must be adequately protected against damage and deterioration in transit, and must be clearly marked on the outside with the description and quantity and our order number.

8. Unless we agree to the contrary in writing we shall be under no liability to keep, safeguard or return any packaging materials, cases or containers.

### 9. Non Compliance with Order

In the event of:

(i) The failure by you to comply strictly with the description, specification, standards of performance and/or drawings relating to the materials or goods to be supplied or work to be carried out and/or failure to comply with any applicable British Standard Specifications and conditions, or

(ii) The materials or goods to be supplied by you or the work to be carried out by you being below any specified standard or failing to pass such inspection or test as may be required by us or by our customer or his agent or by any Government Department or by law, we may cancel the order or any part of it and we shall in any event be entitled to reimbursement by you in respect of all losses and expense resulting directly or indirectly therefrom. On such cancellations the purchase price or any part thereof which may have been paid by us shall immediately be repaid.

10. You will ensure that all goods and materials to be provided to you will be for the purposes for which we require them (which it is your duty to enquire if not known). The cost of any modification to meet our requirements shall be deemed to be included in the price given in the order. All relevant British Standard Specifications and conditions shall be deemed to have been specified unless specially excluded.

11. You will indemnify us against all loss and expense which results directly or indirectly from defective goods or materials supplied by you or from defective workmanship or design (save where the design is provided by us).

12. You will indemnify us against any damage to our property (of any kind and including any materials, tools or patterns sent to you for any purpose) and against any claims for loss or injury to any person or to the property of any reason by reason of your negligence or of any act or omission on the part of you, your employees, sub-contractors or agents arriving out of the execution of this order.

13. In the event of any occurrence as specified in Clause 9 (i) or (ii) above or any defect as is referred to in Clause 11 above, we may require you to make good, repair, replace or reinstate at our option the item or items in question at your expense, which shall be done as soon as possible. Alternatively, we may do so ourselves and recover the expense of so doing from you.

14. If you fail to proceed with the manufacture and/or preparation and/or acquisition of any goods or materials to be delivered to you or with any work to be done by you so that the delivery or completion date is likely not to be met we may serve written notice on you requiring you to proceed so as to be able to meet the date and if at the end of 14 days from the date of such notice or thereafter you fail to do so we may cancel the order or any part thereof with prejudice to our rights and remedies and you shall be deemed to have totally failed to deliver the relevant work as the case may be. We shall have no liability to you in respect of any part of an order.

### 15. Inspection

Inspection or representative of ours and of our customers or agent or of any Government Department concerned shall be entitled on our authority to inspect or test the goods, materials or work which are the subject matter of this order at any reasonable time at your works or at the works of any of your sub-contractors, if specified on our order or at our request you will give us adequate notice of your works tests which shall be entitled to attend. You will provide us with such test certificates as we may require. No such inspection or test certificates shall relieve you of any liability nor shall they imply acceptance of this relevant goods, materials or work.

### 16. Payment

(i) You will send the day of despatch for each consignment such advice(s) of despatch and invoice(s) as may be indicated in this order or if none specified one of each and

(ii) Will send a monthly statement of account by the tenth of the month quoting the invoice numbers applicable to each item thereon and

(iii) Will mark clearly our order number on the consignment package, packing notes, advice notes, invoices, monthly statements and all other correspondence relating thereto.

Where failure to comply with the above causes delay in payment, the delay shall not forfeit any prompt payment discount. Payment of the undisputed price shall be made within sixty (60) days of the consignment of goods or provision of services being properly delivered (or of delivery of the invoice if later).

17. All payments will be made without prejudice to our rights shall the goods and/or materials and/or work prove unsatisfactory or not in accordance with contract.

18. We reserve the right to set off any sums due under this order against any sums due from you to us under or in any respect of any other contracts between you and us.

19. If the goods are received in advance of the stipulated delivery date, the invoice date will be amended to that of the originally stipulated delivery date.

### 20. Patents

All tools, patterns, materials, drawings, specifications and other data provided by us in connection with this order will remain at all times our property and are to be surrendered to us with all copies and duplicates thereof on completion of the order and are to be used by you solely for the purpose of completing the same. In addition any patents, copyrights or registered design or invention arriving from the execution of this order and any rights to such patents, etc shall become our property.

21. This order and the subject matter thereof shall be treated as confidential between yourselves and us and shall not be disclosed by you or any sub-contractors or assignees of yours or to any third party or used by you or any sub-contractor or assignee for advertisement, display or publication without our prior consent in writing.

22. You agree neither to quote nor supply parts made to our specification, design or drawing to any third party without our prior consent in writing.

23. You will keep us indemnified against all claims of whatsoever nature (including those of royalties, damages or other losses) arriving from the one by you of patented apparatus, articles or process embodied or used in the completion of this order or any registered design, copyright trademark or confidential information.

### 24. Bankruptcy Etc

If you, being a natural person, shall commit any act of bankruptcy or enter into any composition or arrangement with out creditors or die, or being a company have a winding up petition presented against you or (except for the purpose of reconstruction) pass a resolution for voluntary winding up or shall have a receiver or manager appointed, or have possession taken by or on behalf of any holder of any debentures of any of your property, we may immediately cancel our order without liability on our part.

### 25. Data Protection & Confidentiality

You will comply with the with the General Data Protection Regulations "GDPR" to ensure that the collection, processing and management of personal data is compliant with these regulations. You will also provide the customer with a copy of your Privacy Policy on request. Full details of the customer's Privacy Policy can be found at [www.elitehotels.co.uk/privacy](http://www.elitehotels.co.uk/privacy).

### 26. Terms of Contract and Disputes

These conditions shall have precedence over any conditions emanating from you and any conditions so emanating shall have no effect except in so far as they confirm these conditions.

27. Nothing in these conditions shall prejudice any condition or warranty (expressed or implied) or right or remedy to which we are entitled in relation to the material goods ordered by virtue of statute or common law.

28. The proper law of the contract shall be English Law no action shall be brought in respect of any matter arising out of connection with this order other than in the Courts of England.