



# Purchase Order

**Name of supplier:**

Rainbow Blinds &amp; Fabrics Limited (TR)

54 Canyon Road

Excelsior Road

Wishaw

ML2 0EG

**Order No.** M00815/68150**Order Date:** 27 August 2019**Contract Ref:** M00815**Contract Name:** South Lanarkshire Schools (PFI)**Delivery address:** Holy Cross High51 New Park Street  
Hamilton.ML3 0BN

Please supply and deliver the following:

Part Code/Description	Qty	Unit Rate	Disc. %	VAT	Total	Delivery Date
Name of Contractor/Supplier Rainbow Blinds Price £285.60 EXC. VAT Route for Recovery SPIE Description of Scope of Works Location: Holycross High School Scope of works: Further to our recent visit to the above school, we have pleasure in submitting our quotation to supply and install 4 nr vertical blinds in the Vogue headrail system with dual control operation with the controls fitted to comply with current blind safety regulations. The blind louvres shall be manufactured in the Guardian Light Grey FR material. H&S Documentation RAMS to be submitted to SPIE if the generic ones don't cover the works Programme TBC (at the earliest opportunity)	1	£285.60	£0.00	£57.12	£285.60	03/09/2019

THE TOTAL ORDER VALUE CANNOT BE EXCEEDED.

<b>Total NET:</b>	£285.60
<b>Total VAT:</b>	£57.12
<b>Total Order Value:</b>	£342.72

**Date Required:** 03/09/2019

**All invoices and credit notes to be sent to:** financespieuk@spie.com  
**All queries in respect of this order to be sent to:** sls.helpdesk@spie.com

**Payment:**

- 1.From 1 April 2015 SPIE standard payment terms are end of the invoice month plus 60 days, subject to the terms and conditions attached.
- 2.All invoices and credit notes must quote the order number in full and the place of delivery of goods/services.
- 3.All invoices and credit notes should be addressed and sent in duplicate to : -Accounts Department, SPIE Limited, 2nd Floor, Gracechurch Street, London, EC3V 0BT. A detailed statement should be sent to this address by the 25th of each month.
- 4.An advice note must be forwarded to the site immediately the goods are dispatched.

**Conditions:**

Only orders on this form, signed by an authorised person will be recognised by the Company. Unless expressly agreed otherwise in writing with the Company, this Order is subject to the attached SPIE Limited Terms and Conditions – Ref: April 2015, Version 1,(copies of which are also available on request) and these conditions will apply notwithstanding the terms of any order acknowledgment, subsequent correspondence or other documentation that you may provide to SPIE Limited. SPIE Limited staff are only authorised to sign for deliveries on the basis that the conditions of this order prevail.

SPIE Limited  
33 Gracechurch Street  
London  
EC3V 0BT  
Tel 020 7105 2300  
Fax 020 7105 2446

Registered office  
2nd Floor  
Gracechurch Street  
London  
EC3V 0BT  
Registered in England no. 6275653

VAT No.945 7811 89

# Rainbow Blinds and Interiors Customer Satisfaction Sheet

CLIENT: SPIE

PURCHASE ORDER NO: M00815/68150

JOB No: RA5852

Holycross High School, 51 New Park Street,  
Hamilton ML3 0BN

WORKS CARRIED OUT:

4 nr verticals.

CARRIED OUT BY: Walker

DATE: 04/09/19

I CONFIRM THE ABOVE WORKS HAVE BEEN CARRIED OUT TO MY SATISFACTION

NAME ..... I. Hamilton

SIGNATURE ..... [Signature]

POSITION ..... FT

DATE ..... 4/9/19

WORKS OUTSTANDING YES/NO  
DETAILS:

61 CANYON ROAD, EXCELSIOR PARK, WISHAW, ML2 0EG  
TEL 01698 351888 FAX 01698 351999

Slats won't be ready until afternoon - fit rails first if need be.

**SPIE Limited  
STANDARD TERMS AND CONDITIONS  
OF PURCHASE**

**1. Definitions**

In these Terms and Conditions:

'Conditions' shall mean the terms and conditions contained herein numbered as clauses 1 - 29 and any additional conditions specifically incorporated into the Purchase Order in writing by the Purchaser.

'Contract' shall mean these Conditions, the Purchase Order and the documents listed in clause 2(c) only.

'Delivery Date' shall mean the date or dates for physical delivery of the Goods as specified in the Purchase Order.

'Goods' shall mean the goods and services described in the Purchase Order (including any replaced goods, spare parts, rework, repair and rectification of defects) and the term 'the Goods' shall whenever the context permits include without limitation all components and materials, services, labour, items or any other thing as ordered by the Purchaser.

'Intellectual Property Rights' shall mean all intellectual property rights (including without limitation, patents, trademarks, designs, design rights, copyright, inventions, trade secrets and confidential information), and all applications for protection of any of the same.

'Purchase Order' shall mean a document headed 'Purchase Order' and attaching these Conditions, together with any amendment thereto signed by or on behalf of the Purchaser, and issued to the Supplier by a person authorised by the Purchaser, and which incorporates these Conditions.

'Purchaser' shall mean SPIE Limited (company number 06275653) and any other member of the SPIE Group of companies.

'Supplier' shall mean the person or persons or firm or company to whom the Purchase Order is issued.

'Works' shall mean the works for and in connection with which the Goods are required and are incorporated.

A reference to one gender includes a reference to the other gender.

Headings do not affect the interpretation of these Conditions,

**2. Contract Terms**

(a) The acceptance of the Purchase Order by the Supplier shall be subject to these Conditions. Any amendment or variation of the Purchase Order or these Conditions shall only be by an agreement entered into between the parties prior to the issue of the Purchase Order and signed on behalf of the Purchaser by a board director, or any person authorised pursuant to a power of attorney issued by the Board of the Purchaser to enter into such an agreement.

(b) If any term or condition of the Contract is held to be unenforceable, invalid or illegal by any court or tribunal, it shall be deemed severable and shall not affect any other term or condition of the Contract which shall otherwise remain in full force and effect between the parties.

In the event of any ambiguity or conflict between any of the Contract Documents, the order of precedence will be (i) any agreement entered into pursuant to clause 2(a); (ii) these Conditions; (iii) the Purchase Order; and, (iv) any documents attached to the Purchase Order.

**3. Notices and Communications**

Any notice or communication required or permitted to be given by either party to the other under the Purchase Order shall be in writing addressed to the other party at its registered address or principal place of business, or such other address as stipulated. Such notice or communication shall be given by hand, first class post or recorded delivery. Notice given by hand shall be effective immediately. Notice by recorded or postal delivery shall be effective two working days after the date of posting.

**4. Guarantee and Indemnity**

The Supplier shall forthwith upon the request of the Purchaser:

(a) procure that the Supplier's holding company (as defined by section 1159 Companies Act 2006) shall guarantee to the Purchaser the due performance by the Supplier of its obligation hereunder, and indemnify the Purchaser against all losses, claims and liabilities arising from a breach thereof, such guarantee and indemnity to be given as a deed in a form satisfactory to the Purchaser; and

(b) grant to the Customers of the Purchaser who subsequently acquire the Goods such warranties concerning the fitness and quality of the Goods as the Purchaser may be required to provide to its Customers under its contract with them.

**5. Pricing and payment**

(a) The price of the Goods shall be as stated in the Purchase Order and except as otherwise agreed in any agreement entered into pursuant to clause 2(a) shall be the total compensation payable to the Supplier under the Contract.

(b) Unless otherwise stated in the Purchase Order, the price shall include as appropriate (i) secure and proper packaging acceptable to the Purchaser, (ii) the cost of delivery and unloading to the address specified under Clause 6 hereof, and (iii) unloading (in compliance with all applicable site health and safety requirements) to the point at the address specified by the Purchaser. Where services are being provided the price, unit price or hourly rate shall include transport of labour and staff to the Works, pay or salary, overtime, national insurance, private medical insurance, employers liability insurance, holiday pay, pension provision, and an allowance for redundancy, sickness, training, tools and equipment.

(c) Where the supply of the Goods is subject to the addition of Value Added Tax, the price of the Goods and the amount of Value Added Tax shall be stated separately.

(d) The Purchaser reserves the right to set off any sums in respect of which the Supplier may be indebted or in default to the Purchaser whether or not in connection with the sale or supply of the Goods under the Contract or otherwise.

(e) Unless any agreement entered into pursuant to clause 2(a) provides otherwise, the Supplier shall not invoice the Purchaser until performance of the Contract has been completed.

(f) Unless any agreement entered into pursuant to clause 2(a) provides otherwise, payment of amounts correctly invoiced by the Supplier shall, subject to sub-clauses (d) and (g) of this Clause 6, be made within 60 days of the end of the month in which the invoice is received. Any payments where the 60 day period ends within the month of December may be made by the purchaser in the following January.

No payment made by the Purchaser shall in any way be construed as acceptance of any of the Goods supplied by the Supplier and no payment shall in any way impair or restrict any rights or

(g) remedies the Purchaser may have under the Contract or otherwise for and in connection with the supply of the Goods by the Supplier.

**6. Delivery**

(a) The Goods shall be securely and properly packed by the Supplier and, if applicable, in accordance with any instructions given by the Purchaser and delivered to the address specified on the Purchase Order (hereinafter called the 'Place of Delivery') by the Delivery Date. The Supplier shall give reasonable notice to the Purchaser of the time of delivery of the Goods.

(b) The Purchaser shall be entitled to amend the Delivery Date or the Place of Delivery without any liability for any costs whatsoever which may be incurred by the Supplier as a result of the amendment to the Delivery Date or the Place of Delivery.

(c) It is a condition of the Contract that the Supplier shall, subject to the provisions of Clauses 8, 9 and 18 hereof, deliver the Goods by the Delivery Date stipulated in the Purchase Order.

(d) Subject to Sub-clause (c) above, the Supplier shall give the Purchaser immediate notice of any potential delay in delivery.

(e) Without prejudice to any of the Supplier's obligations under the Contract, the Supplier shall at all times allow persons duly authorised by the Purchaser to enter upon the premises where the Goods or any part thereof are being manufactured and shall provide such programmes, schedules, reports and other information as the Purchaser may require to monitor the progress of the manufacture of the Goods and to satisfy the Purchaser that all practicable measures have been and are being taken to meet the Delivery Date.

(f) Delivery of the Goods in instalments or separate consignments shall be permitted only with the prior consent in writing of the Purchaser and only in accordance with the terms of such consent and permission. If such consent or permission is given this shall not entitle the Supplier to claim payment prior to delivery of the whole of the Goods, unless the Purchase Order provides otherwise.

(g) The Supplier shall off-load the Goods at the Place of Delivery at its own cost and risk as directed by the Purchaser and in accordance with all Health and Safety requirements (including any site requirements) at the location of delivery.

**7. Risk and title**

(a) In no circumstances shall the risk of damage to or loss or destruction of the Goods pass to the Purchaser prior to delivery of the Goods to the Place of Delivery.

(b) Title in the Goods or any part thereof shall pass to the Purchaser on delivery of or on payment for the Goods or any such part, whichever is the sooner. Any Goods for which the Purchaser has paid but which have not been delivered shall be clearly identified as the property of the Purchaser and stored in safe and suitable conditions and in accordance with any instructions given by the Purchaser.

(c) Where the Purchaser issues materials or other items free of charge to the Supplier, such materials and other items shall be and remain the property of the Purchaser and shall be used by the Supplier solely in connection with the Contract. The Supplier shall, (unless within three working days from receipt thereof the Supplier notifies the Purchaser in writing to the contrary setting out appropriate details), be deemed to have satisfied itself as to the suitability of such materials and other items for their intended use and to have received same in good order and condition and in the quantities specified in the Contract. The Supplier shall thereafter be responsible for and accountable to the Purchaser for any loss of or damage thereto (including without limitation any waste thereof arising from any fault or neglect of the Supplier) until safe delivery of the completed Goods incorporating the said materials and/or other items is effected in accordance with Clause 6 hereof and any scrap or surplus arising from free-issue materials and/or other items as the Purchaser may at its option have decided and instructed the Supplier is/are (i) safely delivered with the Goods as aforesaid or (ii) sold by the Supplier by competitive tender and the amount so obtained paid or credited to the Purchaser.

(d) The Supplier warrants that it has good title to the Goods and that the Goods are free and clear of any lien, encumbrance or rights of any third party. The Supplier shall indemnify the Purchaser from and against all losses, costs, damages or expense suffered or incurred by the Purchaser as a result of any breach of this warranty.

(e) The Supplier shall have no rights to claim or retake possession of the Goods once delivered to, or paid for the Purchaser (whichever is the earlier).

**8. Storage**

If the Purchaser is not able to accept delivery of the Goods on the Delivery Date:

(a) the Supplier shall at its own risk, (store the Goods at suitable premises until the good are required for delivery by the Purchaser.

(b) the Supplier shall insure the Goods for their full replacement value on 'all risks' terms acceptable to the Purchaser in the joint names of the Supplier and the Purchaser and shall notify the Purchaser of such insurance cover.

(c) When the Purchaser is able to accept delivery of the Goods, the Purchaser will store the Goods at the Place of Delivery in accordance with such storage requirements as included in the Contract. Where the Contract is silent on storage requirements for the Goods then the Supplier warrants that the Goods may be stored without deterioration in the open on the ground whilst in the condition general to the Place of Delivery.

**9. Variations**

(a) The Supplier shall not make any variations in the design, materials or method of manufacture, or performance of the services of the Goods, nor substitute other parts or fittings for any proprietary or special parts or fittings ordered by the Purchaser without the prior written consent of the Purchaser.

(b) If the Purchaser refuses its consent under Sub-clause (a) above, and the Supplier is for any reason unable to perform the Contract without making the variation or substitution as requested, the Purchaser may terminate the Contract in accordance with the provisions of Clause 15(b)(i) hereof.

(c) Where the Contract or any part thereof is terminated under Sub-clause (b) above, any payments already made by the Purchaser shall be returned to the Purchaser.

(d) The Purchaser shall have the right, from time to time during the performance of the Contract, by notice in writing to direct the Supplier to add to or omit, or otherwise vary the Goods (including without limitation any required changes in any drawings, specifications, instructions or directions) and the Supplier shall carry out such variations and be bound by the same terms and conditions so far as applicable, as though the said variations were stated in the Contract.