WALESBY FOREST

PURCHASE ORDER TERMS & CONDITIONS

Applies to all goods and services purchased by Walesby Forest Limited. These terms should be read with the relevant Purchase Order.

1. DEFINITIONS AND APPLICATION

1.1 These terms apply to every purchase of goods and/or services by Walesby Forest Limited, trading as Walesby Forest (the "Buyer"), from the supplier identified on the Purchase Order (the "Supplier").
1.2 The contract comprises the Purchase Order, these Terms & Conditions and any specification or document expressly incorporated into the Purchase Order.
1.3 The Supplier accepts the order by confirming acceptance, starting work or supplying any goods or services. The Supplier's own terms do not apply unless the Buyer expressly agrees to them in writing.
1.4 Any change to the order or these terms must be agreed in writing by an authorised representative of the Buyer.

2. PURCHASE ORDER AND PRICE

2.1 The Supplier must quote the Buyer's Purchase Order number on all correspondence, delivery notes and invoices.
2.2 The Supplier must not exceed the quantities, price or scope stated on the Purchase Order, or incur additional costs, without the Buyer's prior written approval. Unapproved additional charges may be rejected.
2.3 Prices are as stated on the Purchase Order and include all agreed costs, including packaging, carriage, delivery and expenses, unless the Purchase Order states otherwise. Prices may not be changed without the Buyer's written agreement.

3. DELIVERY AND PERFORMANCE

3.1 Goods and services must be supplied to the location, specification and timetable stated on the Purchase Order.
3.2 The Supplier must notify the Buyer promptly of any actual or anticipated delay and provide a recovery plan where requested. Time is important where a delivery or completion date is specified.
3.3 Goods must be appropriately packaged and protected in transit. Each delivery must include a delivery note quoting the Purchase Order number.
3.4 The Buyer may inspect and reject goods or services that are damaged, defective, incomplete, late, unsafe or do not meet the Purchase Order. The Supplier must, at the Buyer's choice, promptly repair, replace, re-perform or refund the affected item or service. The Supplier is responsible for reasonable return, collection and replacement costs.
3.5 Delivery, inspection or payment does not by itself waive the Buyer's rights in respect of defects or non-compliance.

4. QUALITY AND LEGAL COMPLIANCE

4.1 The Supplier must provide goods and services with reasonable skill and care, in accordance with the Purchase Order, applicable law and relevant industry standards.
4.2 Goods must be of satisfactory quality, fit for any purpose made known to the Supplier and supplied with any instructions, warnings, certificates and safety information reasonably required for their safe use.
4.3 The Supplier must hold and maintain all licences, permits, qualifications and approvals required to perform the order and must promptly notify the Buyer of anything that may affect its ability to do so.

5. HEALTH, SAFETY AND SITE RULES

5.1 Suppliers attending Walesby Forest must comply with applicable health and safety law, site rules and reasonable instructions given by the Buyer.
5.2 Before starting relevant on-site work, the Supplier must provide risk assessments, method statements, evidence of competence, permits and other safety information reasonably requested by the Buyer.
5.3 The Supplier must provide and ensure the use of suitable personal protective equipment where required, keep its work area safe and minimise disruption or risk to visitors, participants, staff and other contractors.
5.4 Accidents, incidents, near misses, damage and hazards must be reported immediately to the Buyer's site representative. The Buyer may stop unsafe work or require an individual to leave the site.

6. SAFEGUARDING

6.1 Walesby Forest is committed to safeguarding children, young people and adults at risk. Suppliers, contractors and external providers working at or on behalf of the Buyer must comply with the Walesby Forest Safeguarding Policy and any relevant site safeguarding instructions.
6.2 The Supplier must ensure that its employees, representatives and approved subcontractors understand and follow the safeguarding requirements relevant to their work, including expected standards of conduct, professional boundaries, identification and any access or supervision restrictions.
6.3 Where appropriate to the nature of the work, the Buyer may request proportionate safeguarding assurance before work starts. This may include information about safeguarding arrangements, safer recruitment, suitability checks, legally eligible DBS checks, training and reporting procedures. A DBS check does not replace appropriate supervision, site controls or professional conduct.
6.4 Any safeguarding concern, incident or allegation involving Supplier personnel must be reported without delay through the safeguarding arrangements communicated by Walesby Forest. The Supplier must cooperate with the Buyer and relevant statutory agencies.
6.5 The Buyer may restrict or suspend an individual's site access where necessary to manage safeguarding risk and may take action under the Purchase Order where requirements are breached.
6.6 The current Walesby Forest Safeguarding Policy is available from the Policies section of the Walesby Forest website www.walesbyforest.org.uk. The Supplier is responsible for accessing and familiarising itself with the policy relevant to its work.

7. INSURANCE AND LIABILITY

7.1 The Supplier must maintain insurance appropriate to the goods or services and the risks of the work, with reputable insurers. Evidence of cover must be provided on request and, where requested, before work starts.
7.2 Suppliers undertaking work at Walesby Forest premises must hold Public Liability Insurance with a minimum indemnity limit of £5 million for any one occurrence, unless the Buyer agrees a different limit in writing. Products Liability cover must be included where relevant.
7.3 The Supplier must maintain Employers' Liability Insurance where required by law and Professional Indemnity Insurance where appropriate to the services provided or where specified on the Purchase Order.

7.4 The Supplier is responsible for loss, damage, injury, costs or claims to the extent caused by its negligence, breach of contract, unlawful act or failure to comply with these terms. Nothing in these terms limits or excludes liability where doing so would be unlawful.

8. SUBCONTRACTING AND PERSONNEL

8.1 The Supplier must obtain the Buyer's written consent before subcontracting any material part of the order. Consent does not relieve the Supplier of responsibility for its subcontractors, personnel or their acts and omissions.
8.2 The Supplier must ensure that everyone it deploys is suitably competent, trained and supervised, and complies with the requirements applicable to the work and the site.

9. ENVIRONMENTAL RESPONSIBILITY

9.1 The Supplier must comply with environmental law and Walesby Forest site requirements, prevent pollution and dispose of waste lawfully and responsibly.
9.2 The Supplier must take reasonable care to avoid unnecessary damage or disturbance to the woodland, grounds, buildings, wildlife habitats and surrounding environment.

10. CONFIDENTIALITY AND DATA PROTECTION

10.1 The Supplier must keep confidential information about the Buyer, its operations, staff, visitors and customers secure and use it only to fulfil the order.
10.2 The Supplier must comply with applicable data protection law, including the UK GDPR and Data Protection Act 2018, when handling personal data. Any actual or suspected personal data breach affecting the Buyer must be reported to the Buyer immediately.
10.3 The Supplier must not photograph, film, publish or use the Buyer's name, logo, site or images of staff, visitors or participants for publicity without the Buyer's prior written consent.

11. INVOICING AND PAYMENT

11.1 Invoices must be accurate, itemised where appropriate and quote the Purchase Order number. They must be sent to the invoice address or email stated on the Purchase Order.
11.2 Unless the Purchase Order states otherwise, undisputed invoices are payable within 30 days of receipt of a valid invoice. The Buyer may withhold the genuinely disputed part of an invoice while the parties work to resolve the dispute.

12. CANCELLATION, TERMINATION AND FORCE MAJEURE

12.1 The Buyer may cancel or amend an order by written notice. The parties will discuss any reasonable, evidenced costs properly incurred by the Supplier up to cancellation, provided those costs were unavoidable, directly related to the order and mitigated by the Supplier.
12.2 The Buyer may terminate the order by written notice if the Supplier commits a material breach and, where the breach can be remedied, fails to remedy it within a reasonable period after being asked; or immediately where there is a serious health and safety or safeguarding risk, insolvency, or repeated failure to perform.
12.3 Neither party is liable for delay caused by events beyond its reasonable control, provided it promptly notifies the other party and takes reasonable steps to reduce the effects. If the event continues so as to materially affect the order, the Buyer may cancel the affected part by written notice.

13. GENERAL AND GOVERNING LAW

13.1 The Supplier must not assign the order or use the Buyer's name or branding without prior written consent.
13.2 If any provision is unenforceable, the remaining provisions continue in effect. A failure or delay in exercising a right is not a waiver of that right.
13.3 These terms and the Purchase Order are governed by the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction.

Supplier acceptance: By accepting the Purchase Order, commencing work or supplying goods or services, the Supplier confirms that it has read and agrees to these Terms & Conditions.