

# Ordering from the ESPO catalogue

## Terms and Conditions

### Stock products

ESPO keeps over 10,000 different items in stock. These items will be delivered on your regular delivery service. Stock items can be identified in the catalogue as their code numbers are shown in the colour **black**.

E.g. Code **04995** – Multi-use markers

### Prices

Prices of stock items will remain fixed until 31.3.2018. On occasions some stock product prices may vary due to circumstances beyond our control. Prices may be confirmed by contacting the **Customer Services team on 0116 265 7901** – option 4 prior to placing your order. If exceptional circumstances apply we reserve the right to vary the prices of some or all products. Please do not disclose any prices to commercial suppliers.

### Scheduled deliveries

Free UK mainland delivery on all stock items over £15. Orders for stock products should reach ESPO at least 3 working days prior to your normal delivery day.

### Urgent "Next Day" delivery

A "Next Day" delivery service is available for urgent orders up to a maximum weight of 25kg. This is available Monday to Friday, and orders must be phoned through by 2pm, for delivery by 5.30pm at the latest, on the following working day. The charge for this service from £6.00 per order. Incremental charges will apply to orders weighing more than 25kg.

**Order Line Tel: 0116 265 7901 – option 4**

### Order collection

Stocked items may be collected from our Grove Park distribution centre. Please ring the Customer Services order line if you wish to arrange this: **Order line Tel: 0116 265 7901 – option 4**

### Return of stock products

You must contact Customer Services within 7 working days of receipt of goods.

**Customer Services Tel: 0116 265 7901 – option 4**

Please quote:

- your account number
- the delivery note number
- your order number
- the item(s) and reason for return

Arrangements will be made to return or exchange the goods as necessary. There is no charge for the return of stock items. Any goods to be returned must be in their original delivered condition and original packaging. If they are not then we will not accept your return of goods. Please do not return items unless you have arranged to do so with Customer Services.

### Direct delivery products

Many of our items are not held in stock at ESPO, but will be delivered to you directly by our supplier. Direct delivery items can be identified in the catalogue as their code numbers are shown in **blue**.

E.g. **X114704** – Quicksticks Hockey Set.

### Prices

Prices of Direct delivery products are correct at the time of going to print, and our aim is always to maintain or reduce them. Prices of Direct delivery products will generally remain fixed until 31.3.2018. On occasions some product prices (particularly electrical items) may vary due to circumstances beyond our control. Prices may be confirmed by contacting the Catalogue Admin team on 0116 265 7901 – option 2 prior to placing your order.

### Carriage

Some Direct delivery products may incur a carriage charge. This will be shown on the relevant page of the catalogue.

### Colours, sizes and finishes

Many of the Direct delivery items shown in the catalogue offer a choice of colour, size and/or finish. One of the main causes of delays or incorrect deliveries is missing or unclear colour, size or finish detail. Please therefore ensure that you include all these details on your order.

### Colour reproduction

Due to the limitations of the printing process we cannot guarantee exact colour reproduction on items in the catalogue. Once the goods have been supplied in accordance with your colour selection it is generally not possible to return or exchange them. Manufacturers are generally pleased to supply actual colour samples upon request. Please ring the Catalogue Admin team for colour samples. If you are in any doubt about colours please do ask for colour samples.

### Delivery lead times

Delivery times for Direct delivery products will vary. Goods are supplied direct from the manufacturer, and they are often manufactured specifically to meet your order. Lead times will generally be between 1 and 6 weeks, but may become extended for some items at times of peak demand. If you have a particular deadline, please contact the Catalogue Admin team for guidance prior to placing your order.

### Replacement items

Should replacement items be ordered for any reason, then customers are asked to note that the standard delivery lead time will apply from the date when the replacement order is raised.

### Contact details

Delivery of Direct delivery items can usually be made during school holiday periods, but customers are asked to include a contact name and phone number on their order so that this service can operate effectively. This data will be held within data protection guidelines.

### Deliveries

The prices quoted are generally based upon delivery to the nearest ground floor point under cover. Whilst some suppliers will agree to position goods within specific areas, you should confirm this with the Catalogue Admin team prior to placing your order. All goods must be checked at the time of delivery. Failure to report shortages/damage at the time of delivery could jeopardise our ability to obtain replacements/repairs on your behalf. You should always satisfy yourself that deliveries are correct and the items are not damaged before signing for goods.

### Return of Direct delivery products

Direct delivery items are generally manufactured to customers' individual requirements, and are therefore generally non-returnable (where supplied as ordered). If it is necessary to return anything, please contact the Directs team as soon as you receive the delivery, or at the latest within 48 hours.

**Directs team Tel: 0116 265 7901 – option 1**

Please quote:

- your account number
- the delivery note number
- your order number
- the item(s) and reason for return

Those suppliers who do agree to collect/remove goods that have been correctly supplied will make a charge to cover their carriage and restocking costs. The charge may represent a significant percentage of the value of your order. Any goods to be returned must be in their original delivered condition and original packaging. Please do not return items unless you have arranged to do so with the Directs team.

### Order cancellations

All order cancellations for Direct delivery products need to be put in writing to ESPO. This may incur supplier cancellation charges that will be passed on to you. Please email [directs@espo.org](mailto:directs@espo.org).

### General information

#### Customer registration

Customers wishing to place orders with ESPO or with ESPO suppliers **must** register as an approved ESPO customer before doing so. Please visit [espo.org](http://espo.org) to register. If you have any queries please contact:

**Marketing Services Team. Tel: 0116 265 7901 – option 3**

Upon acceptance you will be issued with a dedicated account number, which you should quote on all your orders and/or other communication. Note: Existing customers who have already been issued with a dedicated account number do not need to re-register. All customers are deemed, by virtue of their participation in ESPO contracts, to have acknowledged that ESPO is acting on their behalf as a purchasing agent, and that the ESPO Management Committee may determine the method by which ESPO shall be entitled to recover its operating costs under that agency agreement.

#### VAT

The prices quoted are exclusive of VAT, which will be charged at the appropriate rate.

#### Payment

Payment terms are strictly net 30 days from the invoice date. Failure to meet the due payment date may result in the suspension of supplies until such time as a satisfactory credit position is restored. Cheques should be made payable to 'ESPO'. We reserve the right to charge statutory interest in line with the provisions of the Late Payment of Commercial Debts (Interest) Act 1998.

You shall pay all amounts due to us in full without any deduction or withholding except as required by law and you shall not be entitled to assert any credit, set-off or counterclaim against us in order to justify withholding payment of any amount which you owe to us either in whole or in part. We may at any time, without limiting any other rights or remedies it may have, set off any amount owing to us by you against any amount payable by us to you.

#### Ownership and risk in the goods

Ownership in the goods will not pass to you until ESPO has received payment in full and has cleared funds from you. We reserve the right to reclaim goods for which payment has not been received. The risk in the goods shall pass to you when you receive the goods.

#### Purchasing card orders

We are able to accept Purchasing card orders and payments supported by a Local Authority Official Purchasing Card Scheme. Please contact us if you are interested in using this facility.

### Duration of products list

These products are for the period **1.4.2017 to 31.3.2018**.

### Product descriptions and accuracy

It is possible that items and brands supplied may vary due to availability, changes to the source of supply or to the supplier's specification. On occasions, goods may be discontinued for reasons beyond our control. Where a print error has occurred, we reserve the right to withdraw that item.

### Delivery discrepancies

We will arrange for the replacement of any damaged goods, providing:

- the damage is reported within 48 hours of the delivery being made;
- the goods remain ready for collection in their original packaging.

Delivery discrepancies must be notified within 48 hours from the receipt of the goods.

### Faulty goods

Please advise us as soon as a fault is discovered and we will look into the matter for you.

### Goods for personal use

Unfortunately we cannot supply goods and services to private individuals or companies.

### Non consumer sale

For the purposes of any order which you place with us you will be deemed to be a non consumer. The above terms set out your full entitlement in respect of faulty goods.

### Product suitability

Before you place an order with us you must first establish and satisfy yourself that the items that you wish to order will be suitable for the purpose you wish to use them for.

### Warranties

Any warranties from the manufacturers of the items will be passed on to you; beyond that we make no promise in respect of the goods.

### Liability

Nothing in these conditions shall limit or exclude our liability for:

- death or personal injury caused by our negligence, or the negligence of our employees, agents or subcontractors (as applicable);
- fraud or fraudulent misrepresentation;
- breach of terms implied by section 12 of the Sale of Goods Act 1987; or
- any matter in respect of which it would be unlawful for us to exclude or restrict liability.

Our liability in negligence and/or for improper or imperfect performance of the contract is limited to the sum of £500,000. Our employers liability will be provided to a sum insured of £10m per event or series of events arising out of the same incident. We do not accept liability whether in contract, tort, breach of statutory duty or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with your order(s).

### Small-order Service charge

A small-order service charge (the service charge) of £5.95 (excluding VAT) will apply to all stock orders below £15 (excluding VAT). Orders including stock items below £15 (excluding VAT) but where the value including Direct delivery items exceeds £15 will not be liable for the service charge. The service charge applies to each individual order or transaction; several separate orders sent together will not prevent the service charge being applied. Returned orders below £15 do not qualify for a service charge refund, except for faulty goods.



**Eastern Shires Purchasing Organisation**  
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# Youth Sport Trust Single School Training Terms and Conditions



**YOUTH  
SPORT  
TRUST**

- Courses must be requested with a minimum of 8 weeks' notice.
- The content and tutor will be supplied by the Youth Sport Trust (YST)
- There is no minimum number of delegates required. The maximum number of delegates is 25.
- The YST tutor will be responsible for returning the course register to YST after the course.
- All delivery costs must be covered locally.
- The course fee is £1,250 + VAT (10% discount for L2 & L3 members), which must be paid 14 days prior to course delivery. Payments can be made either by credit/debit card or by invoice.
- If payment is not made within three months of the date of invoice the Youth Sport Trust shall reserve the right to claim interest on the overdue amount at 8% per annum above the Base Lending Rate of the Bank of England, calculated on a daily basis from the due date until the date that the payment is made.
- The Course Organiser will inform the YST of the correct delivery address and lead recipient for course resources at least 14 days prior to the delivery date.
- If a Course Organiser cancels a course within 14 days of the delivery date, delivery of the course will be forfeited.
- If there are mitigating circumstances, a Course Organiser can reschedule a course at least 14 days prior to the delivery date. A Course Organiser is only permitted to reschedule a course once before delivery of the course will be forfeited.
- If YST are unable to service a course 14 days or more prior to delivery, YST will work with the Course Organiser to reschedule the course.
- If YST are unable to service a course within 14 days of the delivery the course will be rescheduled if possible, or the full cost of the course will be refunded.
- All rescheduled courses must be delivered before the end of the academic year.
- YST accepts no financial responsibility for any costs incurred when cancelling or rescheduling a course.

## Sharing personal data with third parties

The Youth Sport Trust does not collect personal data for sale to third parties. However, the Youth Sport Trust may share your data with third parties, including research and evaluation partners and other carefully selected third parties, such as Youth Sport Direct and Youth Sport Trust International, with whom the Trust has a business relationship. The Youth Sport Trust does pass data to organisations/individuals who administer services on our behalf; all organisations/individuals employed to do this are contracted to comply with the standards of the Data Protection Act 1998.



**Eastern Shires Purchasing  
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