

# Purchase Order DIMUK.PO.021365

DIMUK.PO.021365	Order
17-JUL-2025	Order Date
0	Change Order
17-JUL-2025	Change Order Date
0	Revision
15.15 GBP	Ordered

Sold To Dimensions UK Limited

1230 Arlington Business Park

READING Berkshire RG7 4SA Supplier Polyco Healthline T/A

**Brosch Direct** 

**South Fen Business Park** 

South Fen Road

Bourne Lincs BOURNE PE10 0DN

Bill To Dimensions UK Limited

1230, Ground Floor,

Arlington Business Park, Theale

READING Berkshire RG7 4SA

**UNITED KINGDOM** 

Ship To 3C

Burford Road WITNEY OX28 6DW

**UNITED KINGDOM** 

Notes

This document has important legal consequences. The information contained in this document is proprietary of Dimensions UK Limited. It shall not be used, reproduced, or disclosed to others without the express and written consent of Dimensions UK Limited.

For any queries please reach out to Deliver To Contact person mentioned below

GBP = Pound Sterling

Customer Account Number	Supplier Number	Payment Terms	Freight Terms	FOB	Shipping Method
	BRO54	Net 30			

## **Deliver To Contact**

**Shelley Devitt** 

E-mail: shelley.devitt@Dimensions-uk.org

Line	Item	Price	Quantity	UOM	Ordered	Tax
1	Hygiene Py Yam Socket Mop Size 12 - Red - Each DIM100000365	0.99	3	Ea	2.97	0.59

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# Purchase Order DIMUK.PO.021365

Line	Item	Dimortii O.0210	Price	Quantity	UOM	Ordered	Tax
	Supplier Item	CD0139					
	This line references	Document (Blanket Purcha	se Agreement) DIM	IUK.A.000140.			
2	Hygiene Mop or Br Red - Each DIM100000373 Supplier Item	oom Handle - CD0120	4.49	1	Ea	4.49	0.90
	This line references	Document (Blanket Purcha	se Agreement) DIM	IUK.A.000140.			
3	Professional Mop E Red - Each DIM100000357 <b>Supplier Item</b>	Bucket 15L - CD0117	7.69	1	Еа	7.69	1.54
	This line references	Document (Blanket Purcha	se Agreement) DIM	IUK.A.000140.			
					Total	15.15	3.03



#### Dimensions Purchase Order T&Cs for Goods & Services

#### Preamble

Dimensions (UK) Limited is a Charitable Registered Society under the Cooperative and Community Benefit Societies Act 2014, registered with the Financial Conduct Authority (Reg. No. 31192R). It is also a Registered Provider of social housing with the Regulator of Social Housing (Reg. No. 4648) and a not for profit organisation with exempt charitable status.

Dimensions (UK) Limited is the Group parent together with the following subsidiary organisations:

Dimensions Somerset SEV (known as Discovery), which is a Company Limited by Guarantee (Reg. No. 10257343), a Registered Charity (Reg. No. 1172574) and a Social Enterprise.

Outreach 3-Way, which is a Company Limited by Guarantee (Reg. No. 1474488) and Registered Charity (Reg. No. 278140).

Dimensions Personalised Support Limited, which is a Private Limited Company (Reg. No 11596744).

Dimensions Cymru Limited, which is a Private Limited Company (Reg. No 12531369) and Registered Charity (Reg. No. 1191485).

## 1. GENERAL

1.1 Except where condition 8 applies, these terms and conditions apply to every order placed by DIMENSIONS (UK) LIMITED or any of its subsidiaries ("Dimensions") with any individual, firm or company (the "Supplier"). No terms and Conditions in or attached to any catalogue, invoice or other sales literature or document or tender or dispatch/delivery note which are inconsistent with these terms and conditions or which purport to add to or vary them in any way shall not have any effect unless expressly accepted by Dimensions in writing. In the absence of such written acceptance, the Supplier shall be deemed to have withdrawn or waived his terms and conditions and to contract solely on the basis of these terms and conditions and acceptance of goods and/or services shall not constitute or be deemed to constitute acceptance by Dimensions of the Suppliers terms and conditions. The contract shall commence and the Supplier will be contractually bound upon the despatch of a purchase order by Dimensions

## 2. PURCHASE ORDER

- 2.1 The Supplier shall ensure that the goods and/or services shall:(a) correspond with the quantity, type, sort, quality and description set out in the purchase order and/or instructions;
- (b) meet the performance standards and dates specified on the purchase order or notified to the Supplier by Dimensions;
- (c) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the supplier or made known to the supplier by Dimensions;
- (d) where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; (e) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods
- 2.2 If the goods and/or services do not comply with the Dimensions purchase order and/or instructions, Dimensions is entitled at its option to either return the goods at the risk of the Supplier; reject the goods and/or services; require the Supplier to re-perform the services or accept the whole or part of the goods and/or services supplied by the Supplier but without prejudice to any rights of Dimensions to claim compensation or damages for loss or damage suffered as a result of failure to comply.
- 2.3 If the Supplier fails to deliver the Goods and/or perform the Services by the date specified in the purchase order and/or instructions Dimensions shall be entitled to terminate the contract without notice.
  3. PRICE, PAYMENT AND SET OFF
- 3.1 The price for the goods and/or services shall be the price set out in the purchase order and shall be inclusive but not limited to the costs of packaging, insurance and carriage of the goods and/or provision of the services. No extra charges shall be effective unless agreed by Dimensions.
- 3.2 In respect of goods, the Supplier shall invoice Dimensions on or at any time after completion of delivery. In respect of services, the Supplier shall invoice Dimensions in full, monthly, or quarterly as agreed. The valid VAT invoice must contain the purchase order

number and shall include such supporting information required by Dimensions to verify the accuracy of the invoice.

- 3.3 Dimensions will pay the invoiced amounts within 30 days of the date of a valid and correct invoice to a bank account nominated in writing by the Supplier.
- 3.4 Dimensions may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by Dimensions to the Supplier.

### 4. INDEMNITY AND INSURANCE

The Supplier shall hold and keep Dimensions indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by Dimensions due to or arising out of the performance of the contract or any breach by the Supplier of these terms and conditions or any term or obligation implied by law or any statutory provision that may be in force from time to time. The Supplier shall at all times have sufficient insurances in place and provide written evidence to Dimensions upon request.

#### 5. CONFIDENTIALITY

The Supplier shall treat all confidential information belonging to Dimensions as confidential and safeguard it accordingly, and shall not disclose any confidential information without the prior written consent of Dimensions.

Dimensions reserves the right to terminate

### 6. TERMINATION

In addition to clause 2.3, 7.1 and 7.11, if at any time after the commencement of the contract the Supplier commits: a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days after receiving notice of the breach; commits a material breach which cannot be rectified, then Dimensions may terminate the contract with immediate effect. Notwithstanding any other provision of this Agreement, Dimensions is entitled to terminate this Agreement at any time and without liability to the Supplier on giving not less than thirty (30) days' prior notice in writing to the Supplier.

## 7. GENERAL

- 7.1 Force majeure: No Party shall be liable for any delay in performance or failure to perform its obligations under this Agreement if such delay or failure is due to an occurrence beyond its reasonable control which directly causes the affected Party to be unable to comply with all or a material part of its obligations under this Agreement in relation to the Services, provided that the Party in default notifies the other Party in writing as soon as reasonably practicable of the reason for the delay or failure in the event of such occurrence. If the delay continues for longer than 30 Working Days after such notification, the other Party shall be entitled to terminate this Agreement with immediate effect and neither Party shall be liable to the other Party for any costs, expenses, damages or other losses suffered as a result of such termination.
- 7.2 Assignment and subcontracting: The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of Dimensions. Dimensions is entitled to subcontract, assign and/or novate this Agreement to any affiliate of Dimensions.
- 7.3 Notices: Any notices required to be given under this Agreement must be in writing and may be served by personal delivery, post (special or recorded delivery or first-class post) or at such other address or e-mail address as each Party may give to the other for the purpose of service of notices under this Agreement.
- 7.4 Waiver No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this contract.
- 7.5 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership of any kind between any of the parties.
- 7.6 Contracts (Rights of Third Parties) Act 1999: A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 7.7 Variation: Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by Dimensions and the Supplier.

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7.8 Severance: of any provision in this contract shall in whole or in part be held to any extent to be unlawful or unenforceable under any enactment or rule of law, the remainder of the provisions shall stand in full force and effect.

7.9 Statutory Requirements: the Supplier shall comply with all statutes, orders, regulations or bye laws applicable to the performance of this contract and shall indemnify Dimensions against all losses, claims or liabilities, expenses, proceedings or otherwise as a result of the Suppliers noncompliance with the same.

7.10 Governing law and jurisdiction: This Agreement shall be governed by the laws of England and Wales and both Parties agree to submit to the exclusive jurisdiction of the English and Welsh Courts.

7.11 Modern Slavery: the Supplier shall comply with all applicable antislavery and human trafficking laws, statutes, regulations and codes including but not limited to the Modern Slavery Act 2015; comply with the Modern Slavery and human Trafficking Statement found on the Dimensions website and maintain throughout the term of this agreement its own policies and procedures to ensure its compliance. If at any time after the commencement of the contract the Supplier is identified as not adhering to this clause 7.11 then Dimensions may terminate the contract with immediate effect.

#### 8. TERMS AND CONDITIONS

These terms and conditions will apply unless Dimensions specifies different terms and conditions in its tender or quotation documentation or some other contract entered into by the parties. If different terms and conditions are specified by Dimensions those terms and conditions will override the purchase order terms and conditions and will apply instead of these