

SCHOOLWEAR ASSOCIATION

Guidance on writing supply contracts for schools

The introduction of the latest statutory guidance on the '[Cost of School Uniform](#)' in November 2021 mandates schools legally to consider a number of aspects where school uniform is concerned.

As part of these requirements, it states: "Where a school's uniform policy includes a branded item, the governing board should ensure a written contract is in place with their supplier for these items." It is therefore imperative that if you do not already have formal written contracts in place with the schools you are approved to supply that you look to introduce them.

We appreciate that some businesses may already have existing contracts, whilst others may have been done on a less formal or ad-hoc arrangements. It is now time to consider these arrangements, review and, where required, agree a written contract with your schools.

Each business is unique in offering a wide and different range of supply methods, terms and benefits for their schools, so it must be up to each company to assess their own requirements to include within their contracts. It is therefore difficult to have a 'one contract for all' policy.

However, the Schoolwear Association believes that there are some important factors that should be considered when drawing up contracts with schools, so we have created this document for members to help guide your thinking.

Please note that any advice given within this guidance should be carefully considered for your business. The Association cannot be responsible for any contents of your contract by the guidance given below.

Key considerations for school contacts

- Deliverables

- What are your commitments to the school in terms of the contract? You may wish to include KPIs on stock holding during the life of the contract, delivery performance, etc.
- What commitments will the school sign up to as part of the contract?

- Duration of contract

- What period do you have your contract for and what conditions should be attached to this period?
- The new statutory guidance outlines that a uniform review must be conducted by schools at least every five years so it is important to consider this with the terms you set.

- Notice periods

- What is the amount of notice that a school should give you in the event of wanting to change any existing uniform items, terminating the supply contract or introducing another supplier?
- It's important to bear in mind that, as suppliers to a school, uniform providers will typically hold excess stock throughout the year, so any transition period needs to be sufficient to avoid stock becoming redundant.

- Responsibility of stock

- What are the conditions of the stock that you are holding for them?
- What happens at the end of the term of your contract?

- **Value added services**

- What additional benefits your company is prepared to offer, for example:
 - Provision of sizing sets
 - Support for families on low income
 - Swap shop for pre-loved uniform
 - Other forms of support
 - Options for delivery to school at no cost
 - Discount for certain spend, etc

- **Delivery method**

- How will the service be delivered? For example, online only, online and pop ups, bricks and mortar, etc.
- State the timescale for delivery if not from a physical store.
- State your returns and exchanges policy (in principle).

- **Conditions of cancellation**

- Many schools will want some form of contract consideration that give them an allowance to cancel, especially for service-related issues.
- What are the conditions of this cancellation?

We would recommend asking a local solicitor to check over the conditions of your contract. We have found that legal contract advice can range from £90-£250 per hour depending on the complexities of the contract and the level of the firm. Costs would also be higher for writing up the contract .

However, it is important to recognise that this should be seen as a 'one-off' investment and can be copied/amended once drafted to be used for all your future contracts with schools.

School Branding

To ensure your schools are in control of their branding as part of any contract that you sign with them, it's worth encouraging them to trademark their logo. Further information about how to do this can be found on our [IP factsheet](#).