

## **PURCHASE ORDER CONDITIONS**

### **1. Interpretation**

#### **1.1 In these Conditions**

"College" means Yeovil College

"Conditions" means the standard terms and conditions of purchase set out in this document, and includes any special terms and conditions agreed in writing by an authorised representative of the College; "Contract" means the contract between the College and Supplier for the sale and purchase of the good and/or the supply and acquisition of the services described in the Purchase Order,

"Purchase Order" means the College's purchase order,

"Supplier" means the person to whom the Purchase Order is addressed

1.2 The headings in these Conditions do not affect interpretation.

### **2. Conditions applicable**

2.1 The Purchase Order constitutes an offer by the College to purchase the goods and/or acquire the services described in it subject to these Conditions.

2.2 These conditions are to apply to the contract to the exclusion of all other terms and conditions on which any quotations has been given to the College or subject to which the Purchase Order is accepted or purported to be accepted by the Supplier.

2.3 The Purchase Order may be withdrawn by the College if it is not unconditionally accepted by the Supplier within seven days or such other period as may be specified in the Purchase Order Supply of goods and/or services under the terms of the Purchase Order will be deemed unconditional acceptance.

2.4 No variation to the Purchase Order or these Conditions will be binding unless agreed in writing by an authorised representative of the College.

### **3. Specifications**

3.1 The quantity, quality, description and performance of the goods and/or in any applicable specification supplied by the College to the Supplier.

3.2 Any applicable specification and/or quantities may be subject to alteration at the instance of the College at its sole discretion. The Supplier will give effect to any such variation as soon as received by it.

3.3 Any specification supplied by the College to the Supplier, or specifically produced by the Supplier for the College, in connection with the Contract, together with the copyrights, design rights and/or any other intellectual property rights in the specification are to be the exclusive property of, and confidential to the College. The supplier must not use the disclose any such specification except as required for the purpose of the Contract.

3.4 The supplier must comply with all applicable British Standards and all regulations or other legal requirements concerning the design manufacture, testing, packaging, packing, labelling, and delivery of the goods and/or the performance of the services.

3.5 Goods must be marked in accordance with the College's instructions and all lawful requirements and property packed and secured for delivery to the College in an undamaged condition.

3.6 Where applicable the Supplier will provide instruction and maintenance manuals and installation information.

### **4. Price**

4.1 The price of the goods and/or services will be as stated in the Purchase Order and may not be varied by the Supplier.

4.2 Unless otherwise stated in the Purchase Order, the price is inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the goods to the point of delivery stated in the Purchase order and any duties, imposts or levies (including VAT).

### **5. Terms of Payment**

5.1 The Supplier will be entitled to invoice the College on or at any time after delivery of the goods or performance of the services and will do so promptly. Addressing each invoice to the Finance Office and quoting the number of the Purchase Order

5.2 Unless otherwise agreed in writing by an authorised representative of the College, payment will be due 30 days from the invoice date following the receipt by the College of a proper invoice or, if later, after acceptance of the goods or services by the College.

5.3 The College will be entitled to set off against the price of any sums owed to the College by the Supplier, whether under the Contract or otherwise.

### **6. Delivery**

6.1 Delivery of goods is to be made to the Goods Inward stores of the College in the manner stated in the Purchase Order and must be accompanied by a delivery note.

6.2 Signature of a delivery note by the duly authorised representatives or agents of the College is proof of delivery only.

6.3 The time of delivery of the goods and performance of the services is of the essence of the Contract.

6.4 The College will be entitled to reject any goods delivered which are not in accordance with the Contract. The College will not be deemed to have accepted any goods until the College has actually inspected them following delivery or, if later, within a reasonable time after any latent defect in the goods has become apparent.

### **7. Risk and Property**

7.1 Risk of damage to or loss of the goods will pass to the College when delivery (including offloading and stacking) is complete and accordance with the contract.

7.2 The property in the goods will pass to the College on delivery, unless payment of the goods is made prior to delivery, when it will pass to the College Once payment has been made and the goods have been appropriated to the Contract.

## **8. Quality and Defects**

- 8.1 The Supplier warrants that the goods.
- 8.1.1 Will be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier at the time the Purchase Order is placed.
- 8.1.2 Will be free from defects in design, material and workmanship (including minor defects however slight).
- 8.1.3 Will correspond with and, where applicable, perform in accordance with any relevant specification or sample.
- 8.1.4 Will comply with all statutory requirements and regulations relating to the sale of the goods.
- 8.1.5 Will be so formulated, designed, constructed. Finished and packaged as to be safe and without risk to health and comply with all British and European standards or other recognised standards of health and safety including the health and safety requirements of the Health & Safety at work etc Act 1974, the Consumer Protection Act 1987 and the General Product Safety Regulations 1994.
- 8.1.6 Will not infringe the rights of any third party
- 8.2 The supplier warrants and undertakes that it will promptly supply to the College from time to time such information as is necessary to enable the College to assess the nature and extent of any product safety risks associated with the goods or their use and will take such steps as may be reasonably necessary to enable the College to comply with the requirements of all applicable safety legislation.
- 8.3 Without limiting the general nature of condition 8.2, the Supplier must before delivery furnish the College in writing with a list by name and description of any harmful or potentially harmful properties or ingredients in any goods or materials to be supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients. The college will rely on the supply of such information from the Supplier in order to satisfy its own obligations under relevant health and safety requirements including the Health & Safety at work etc Act 1974 and the Control of Substances Hazardous to Health Regulations 1988
- 8.4 The Supplier warrants that any services will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standard of quality as is reasonable for the College to expect in all circumstances.
- 8.5 All representations, statements or warranties made or given by the Supplier, its employees or agents (whether orally, in writing or in any of the supplier's brochures, catalogues or advertisements) regarding the quality and fitness for purpose of the goods or services will be deemed to be express conditions of the Contract.
- 8.6 Without limiting any other available remedy. If any goods or services are not supplied or performed in accordance with the Contract the College will be entitled to require the Supplier to repair the goods or to supply replacement goods or services in accordance with the Contract within seven days and to bear all expenses incurred by the College as a consequence of such defects.
- 8.7 The Supplier will indemnify the College in full against all liability, loss (including loss of profit), damages, costs, and expenses (including legal expenses) awarded against or incurred or suffered or paid by the College as a result of or in connection with any breach by the Supplier of the Contract or any of these Conditions.

## **9. Remedies**

- 9.1 Without prejudice to any other right or remedy the College may have, if any goods or services are not supplied in accordance with the Contract the College will be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not the whole or any part of the goods have been accepted in the College:
- 9.1.1 To reject the goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned will be paid forthwith by the Supplier.
- 9.1.2 At the option of the College to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the goods or to supply replacement goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled.
- 9.1.3 To refuse to accept any further deliveries of the goods but without any liability to the Supplier.
- 9.1.4 To claim such damages as may have been sustained in consequence of the Supplier's breaches of the Contract

## **10. Termination**

- 10.1 The College will be entitled to require the suspension of deliveries or to cancel the contract without liability to the Supplier, and without limiting any other rights it may have against the Supplier, by giving written notice to the Supplier at any time if.
- 10.1.1 The Supplier ceases or threatens to cease to carry on business or
- 10.1.2 The Financial position of the Supplier deteriorates to such an extent that in the opinion of the College the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy or
- 10.1.3 The supplier commits a breach of any of the terms and conditions of the Contract.

## **11. General**

- 11.1 The Purchase Order is personal to the Supplier and the Supplier may not assign or transfer, or purport to assign or transfer to any other person any of its rights or sub-contract any of its obligations under the Contract.
- 11.2 The College will be entitled without the prior written consent of the Supplier to assign, transfer or in any manner make over the benefit of the Contract (including, but not limited to, the benefit of the Supplier's warranties in relation to the goods contained in condition B) to any person or persons.
- 11.3 No waiver by the College of any breach of the Contract by the Supplier will be considered as a waiver of any subsequent breach of the same or any other provision.
- 11.4 If any provision of these Conditions is held by any competent authority to be valid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question will not be affected.
- 11.5 The Contract is subject to the law of England and Wales.
- 11.6 All disputes arising out of the Contract will be subject to the non-exclusive jurisdiction of the courts of England and Wales.