



**Terms and Conditions of Purchase.**

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## 1 Definitions and Interpretation

In these Conditions:

<b>"Conditions"</b>	means these standard terms and conditions of purchase;
<b>"Contract"</b>	means the contract constituted by the Supplier's acceptance of the Order in the manner indicated below;
<b>"Goods"</b>	means the goods (if any) described in the Order;
<b>"Order"</b>	means the College's purchase order to which these Conditions are annexed;
<b>"Price"</b>	means the price or prices specified in the Order for the Goods and/or Services;
<b>"College"</b>	means Petroc whose registered office is at Old Sticklepath Hill, Barnstaple, Devon EX31 2BQ ;
<b>"Supplier"</b>	means the person, firm or company to whom the Order is addressed;
<b>"Services"</b>	means the services (if any) described in the Order; and
<b>"Site"</b>	means the site specified in the Order where the Goods are to be delivered or the Services performed (as applicable).

## 2 Contract

- 2.1 The Order constitutes an offer by the College. The Supplier will be deemed to have accepted if it delivers any Goods or commences the performance of any Services. Acceptance of the Order will bind the Supplier to these Conditions and no Goods or Services shall be supplied or performed by the Supplier, its employees, agents or representatives except in accordance with these Conditions. No terms and conditions submitted by the Supplier shall apply and these Conditions shall prevail over all other terms and conditions unless otherwise agreed in writing. No purported variation in price, date of delivery or specification of the Goods and/or Services shall be effective unless agreed in writing by the College.

## 3 Performance

- 3.1 All Goods and Services supplied or carried out shall be of best quality and in accordance with the Order.
- 3.2 Each of the Goods supplied or Services carried out will be performed to the satisfaction of the College, and in accordance with all the College's reasonable directions.
- 3.3 The College reserves the right to reject any Goods or Services which are faulty or do not conform to the Order. The College may return the rejected Goods at the Supplier's risk and expense.
- 3.4 Where the College informs the Supplier of a defect in the Goods or in the performance of the Services, the costs incurred in having such defect remedied shall be borne by the Supplier.

## 4. Standards

### 4.1 The Supplier warrants:

- a) that the design, construction and quality of Goods or Services to be manufactured or supplied complies with all relevant English or European Community legislation, statutory rule or order or regulations in force for the time being;
- b) that the use of the Goods by the College will not infringe any British or foreign patent, trademark, trade name, registered design or other intellectual property right;
- c) that Goods made to the College's specification shall not be manufactured for or supplied to any other party.
- d) that the Goods will be free from defects in material and workmanship, that they are fit for the intended purpose and unless otherwise agreed in writing, are new and unused;
- e) that the Services will be performed with reasonable care and skill and in accordance with good industry practice, using trained, experienced and skilled staff.

## 5 Price and Payment

- 5.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise stated, shall be inclusive of all charges other than VAT (which shall be payable by the College subject to receipt of a VAT invoice). No increase in the Price may be made without the prior written consent of the College.
- 5.2 The Supplier shall send to the College a detailed invoice, clearly stating the Order number, and all information required to be stated on a tax invoice for VAT purposes.
- 5.3 Payment of the Price shall be made within 30 days from receipt of the invoice, or, if later, from acceptance of the Goods or Services in question by the College, unless otherwise specified in writing by the College.

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## 6. Delivery

- 6.1 Goods shall be delivered to, and Services shall be performed at, the Site on the date or within the period stated in the Order, in either case during the College's usual business hours unless otherwise agreed. The College reserves the right to amend any delivery instructions. Delivery shall be deemed to be made on receipt of the Goods by the College in accordance with all the terms of the Contract.
- 6.2 Time of delivery of the Goods and of performance of the Services is of the essence of the Contract. Any breach of any condition by the Supplier shall entitle the College either to treat the Contract as repudiated or treat any such breach as a breach of contract giving rise to a claim for damages.
- 6.3 The Goods shall be properly packed, secured and despatched at the Suppliers expense so as to arrive in good condition at the time and location agreed. All packaging shall be non-returnable unless otherwise agreed.

## 7. Property and Risk

- 7.1 Property and risk in the Goods shall, without prejudice to any rights or remedies of the College, pass to the College on delivery.
- 7.2 All rights, title and interest of whatever nature (including but not limited to copyright design rights and patent application rights) and all intellectual property rights and moral rights in any work undertaken or produced by the Supplier under or in connection with this Contract or relating to the Services provided hereunder will vest in and belong to the College at all times free from any interest of the Supplier or any third party.

## 8. Liability and Insurance

- 8.1 The Supplier will indemnify the College on demand up to a maximum value of the Price (except in relation to death or personal injury for which liability shall not be limited) against all claims, demands, proceedings, damages, losses, costs, expenses, fines and charges awarded against or incurred or paid by the College in consequence of any default or delay by the Supplier in duly performing such obligations. The Supplier shall at all times maintain adequate insurance cover with a reputable insurer against its liability under the Contract and shall produce evidence of such policy to the College on demand.

## 9. Force Majeure

- 9.1 Neither the Supplier nor the College shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure was beyond that party's reasonable control.

## 10. Termination

- 10.1 The College shall be entitled to cancel an Order in respect of all or part only of the Goods and/or the Services by giving notice to the Supplier any time prior to delivery or performance without incurring any liability to the Supplier other than to pay for Goods and/or Services already delivered or performed at the time of such notice.
- 10.2 If either before or after acceptance of the Order the Supplier becomes bankrupt or insolvent or compounds with its creditors, or being a limited company, commences to be wound-up or if a receiver is appointed to any part of the Supplier's assets, the College shall be at liberty by written notice to cancel the Contract, without being liable for loss or damage of any kind arising from such cancellation, and without prejudice to any rights or remedies which have accrued or shall accrue thereafter to the College.

## 11. Confidentiality

- 11.1 Any information disclosed by the College to the Supplier shall be confidential and the Supplier shall not disclose it to any person without the prior written authority of the College.



## **12. General**

- 12.1 The Supplier shall not without the prior written consent of the College sub-contract or assign a Contract to any other party.
- 12.2 Each clause in these conditions of purchase is separate and severable and enforceable accordingly.
- 12.3 No term of any Contract is enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person who is not a party to it.
  
- 12.4 The Contract together with any documents referred to in the Order set out the entire agreement between the parties in respect of the subject matter of the Contract.
- 12.5 No single or partial exercise, or failure or delay in exercising any right, power or remedy by any party shall constitute a waiver by that party nor impair or preclude any further exercise of that or any right, power or remedy arising under the Contract or otherwise.
- 12.6 The Contractor agrees that it shall remain compliant with all statutory obligations affecting its business including the obligations contained within the Modern Slavery Act 2015.

## **13. Governing law and jurisdiction**

- 13.1 The construction and performance of each Contract shall be in accordance with the laws of England and the parties submit to the exclusive jurisdiction of the English courts.