



CONDITIONS OF PURCHASE

1. INTERPRETATION

1.1 In these conditions

"Buyer" means Hartpury College, Gloucestershire

"Conditions" means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Buyer and the Seller

"Contract" means the contract for the sale and purchase of the Goods and the supply and acquisition of the Services

"Delivery Address" means the address stated on the Order

"Goods" means the goods described in the Order

"Order" means the Buyer's purchase order (together with the terms of any other documents expressly referred to in such order) to which these conditions are annexed

"Price" means the price of the Goods and or the charge for the Services

"Seller" means the person so described in the Order

"Services" means the services (if any) described in the order

"Specification" includes any plans drawings data or other information relating to the Goods or Services

"Writing" includes telex cable facsimile transmission and comparable means of communications

1.2 Any reference in these Conditions to a statute or provision of a statute shall be construed as a reference to that statute or provision as amended re-enacted or extended at the relevant time

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation

2. BASIS OF PURCHASE

2.1 The Buyer shall purchase the Goods and or acquire the Services subject to these Conditions

2.2 These Conditions apply to the Contract to any exclusion of any other terms and conditions on which any quotation has been given to the Buyer or subject to which the Order is accepted or purported to be accepted by the Seller

2.3 No variation to the Order or these Conditions shall be binding unless agreed in writing between the Buyer and the Seller

3. SPECIFICATIONS

3.1 The quantity quality and description of the Goods and the Services shall subject as provided in these Conditions be as specified in the Order and or in any applicable Specification supplied by the Buyer to the Seller or agreed in writing by the Buyer

3.2 Any Specification supplied by the Buyer to the Seller or specifically produced by the Seller for the Buyer in connection with the Contract together with the copyright design rights or any other intellectual property rights in the Specification shall be the exclusive property of the Buyer. The Seller shall not disclose to any third party or use any such Specification except to the extent that it is or becomes public knowledge through no fault of the Seller or as required for the purpose of the Contract

3.3 The Seller shall comply with all applicable regulations or other legal requirements concerning the manufacture packaging packing and delivery of the Goods and performance of the Services

3.4 The Goods shall be marked in accordance with the Buyer's instructions and any applicable regulations or requirements of the carrier and property packed and secured so as to reach their destination in an undamaged condition in the ordinary course.

4. PRICE OF THE GOODS AND SERVICES

- 4.1 The Price of the Goods and the Services shall be stated in the Order and unless otherwise so stated shall be:
- 4.1.1 exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a VAT invoice) and
 - 4.1.2 inclusive of all charges for packaging packing shipping carriage insurance and delivery of the Goods to the Delivery Address and any duties imposts or levies other than Value Added Tax
- 4.2 No increase in the Price may be made without the prior consent of the Buyer in writing.

5. TERMS OF PAYMENT

- 5.1 The Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods or performance of the Services as the case may be and each invoice shall quote the number of the Order
- 5.2 Unless otherwise stated in the order the Buyer shall pay the price of the Goods and Services within Thirty days after the end of the month of receipt by the Buyer of a proper invoice or if later after acceptance of the Goods or Services in question by the Buyer in accordance with condition 6.4.

6. DELIVERY

- 6.1 The Goods shall be delivered to and the Services shall be performed at the Delivery Address on the date or within the period stated in the Order and delivery for the purposes of these conditions shall be deemed to take place upon actual delivery to the Delivery Address
- 6.2 The time and delivery of the Goods and of performance of the Services is of the essence of the Contract
- 6.3 If the goods are to be delivered or the Services are to be performed by instalments the Contract may be treated as a single contract and not severable
- 6.4 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or if later within a reasonable time after any latent defect in the Goods has become apparent
- 6.5 The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and performance of the Services

7. RISK AND PROPERTY

- 7.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon delivery to the Buyer in accordance with the Contract
- 7.2 The property in the Goods shall (subject to any right of the Buyer to reject or return the Goods) pass to the Buyer upon delivery unless payment for the Goods is made prior to delivery when it shall pass to the Buyer once payment has been made and the Goods have been appropriated to the Contract.

8. WARRANTIES AND LIABILITIES

- 8.1 The Seller warrants to the Buyer and it is a condition of the Orders that the Goods:
- 8.1.1 will be of merchantable quality and fit for any purpose held out by the Seller or made known to the Seller in writing at the time the Order is placed
 - 8.1.2 will be free from defects in design material and workmanship
 - 8.1.3 will correspond with any relevant Specification or sample
 - 8.1.4 will comply with all statutory requirements and regulations relating to the sale of the Goods and
 - 8.1.5 will not upon delivery be subject to any option charge lien encumbrance or other adverse right and neither the Seller nor any third party shall be entitled either to retain title to the Goods or to any equitable or other rights over the Goods

- 8.2 The Seller warrants to the Buyer that the Services will be performed by appropriately qualified and trained personnel with due care and diligence and to such high standard of quality as it is reasonable for the Buyer to expect in all the circumstances
- 8.3 Without prejudice to any other remedy if any Goods or Services are not supplied or performed in accordance with the Contract then the Buyer shall be entitled:
- 8.3.1 at the Seller's risk and expense to require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within Seven days or
- 8.3.2 at the Buyer's sole option and whether the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods or Services to treat the Contract as discharged by the Seller's breach and require the repayment of any part of the Price which has been paid together with such further amount in excess of the Contract Price in respect of expenses reasonably incurred by the Buyer in obtaining replacement goods or services
- 8.4 The Seller shall indemnify the Buyer in full against all liability loss damages costs and expenses including legal expenses awarded against or incurred or paid by the Buyer as a result of or in connection with:
- 8.4.1 breach of any warranty given by the Seller in relation to the Goods or the Services
- 8.4.2 any claim that the Goods infringe or their importation use or resale infringes the patent copyright design right trade mark or other intellectual property rights of any other person except to the extent that the claim arises from compliance with any Specification supplied by the Buyer
- 8.4.3 any liability under the Consumer Protection Act 1987 in respect of the Goods or any other statute or regulation having the force of law in respect of the Goods and/or Services
- 8.4.4 any act or omission of the Seller or its employees agents or subcontractors in supplying delivering and installing the Goods and
- 8.4.5 any act or omission of any of the Seller's personnel in connection with the performance of the Service
- 8.5 Neither the Seller or the Buyer 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 relating to the Goods or the Services if the delay or failure was beyond that party's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond either party's reasonable control:
- 8.5.1 Act of God explosion flood tempest fire or accident
- 8.5.2 war or threat of war sabotage insurrection civil disturbance or requisition
- 8.5.3 acts restrictions regulations bye-laws prohibitions or measures of any kind on the part of any governmental parliamentary or local authority
- 8.5.4 import or export regulations or embargoes
- 8.5.5 industrial actions or trade disputes

9. TERMINATION

- 9.1 The Buyer shall be entitled to terminate the Contract without liability to the Seller and without prejudice to any right of action which shall then have accrued by giving notice to the Seller at any time if:
- 9.1.1 the seller makes any composition or arrangement with its creditors (within the meaning of the Insolvency Act 1986) or becomes bankrupt or (being a Company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or
- 9.1.2 an encumbrancer takes possession or a receiver is appointed of any of the property or assets of the Seller or
- 9.1.3 the Seller ceases or threatens to cease to carry on business or
- 9.1.4 the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notified the Seller accordingly

10.GENERAL

- 10.1 The Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person any of its right or sub-contract any of its obligations under the Contract
- 10.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its address set out in the Order or such other address as may at the relevant time have been notified pursuant to the provision to the party giving notice
- 10.3 No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision