UK Health Security Agency

Purchase Order Number

P5095486

Purchase Order

Order Number and Date must be quoted on Invoices, Delivery Notes and any other Correspondence.

Date : 31-JAN-24

Supplier Name and Address:	**Delivery Address:**	**All Invoices To Be Sent To:**
RESEARCH QUALITY ASSOCIATION LTD (RQA) 3 WHERRY LANE IPSWICH IP4 1LG	UKHSA PORTON MAIN STORES MANOR FARM ROAD PORTON DOWN SALISBURY SP4 0JG United Kingdom Email [redacted]	UKHSA ACCOUNTS PAYABLE TEAM MANOR FARM ROAD PORTON DOWN SALISBURY SP4 0JG United Kingdom Email: [redacted]

Special Instructions :

Your Reference	Description	Unit Of Measure	Quantity	Unit Price (excl. VAT)	Total Price (excl. VAT)
R4504, R4505, R4506, R4507	RQA Training -Booking fee (50%) for [redacted] training courses Need by Date 02-Feb-2024			19,340.00	19,340.00
				Order Total	**GBP** 19,340.00

NOTES

1. A Delivery Note quoting the Purchase Order number must accompany each consignment. A copy of the Delivery Note must be sent by post to the Delivery Address specified on the Purchase Order.
2. Each consignment must be clearly marked with the UKHSA Purchase Order number.
3. Deliveries will only be accepted on Mondays to Fridays between the hours of 09:00 and 16:30, unless an alternative has been agreed with the recipient.
4. Delivery and packaging arrangements must comply with all legislative and regulatory requirements.

CONDITIONS OF CONTRACT

1. DEFINITIONS

1.1 In these conditions "UKHSA" means United Kingdom Health Security Agency, and "Supplier" means the person or company to whom this purchase order is addressed.
1.2 Where the Contract is for the provision of services, the words "the goods" shall be read, where the Contract permits, as meaning the services which the Supplier has contracted to provide.

2. CONDITIONS

2.1 These conditions shall form the basis of the Contract between UKHSA and the Supplier.
2.2 Notwithstanding anything to the contrary in the Supplier's standard conditions or in any tender, quotation, advice note, invoice, acknowledgement, letter or any other document issued or sent by the Supplier, these conditions shall apply insofar as expressly agreed in writing by UKHSA.
2.3 No servant or agent of the UKHSA has the authority to vary these conditions orally.
2.4 If the Supplier shall not previously have accepted these conditions, then delivery shall constitute such acceptance.
2.5 These general conditions shall be subject to such further special conditions as may be prescribed by UKHSA in writing.
2.6 In the event of any conflict, or apparent conflict, between the special conditions and the general conditions, the special conditions shall prevail.

3. PRICES

3.1 Prices shall be net, all cash and trade discounts being allowed for but include for packing and transport unless otherwise stated.
3.2 All invoices and statements must show separately the VAT rate and the amount of VAT charged, where applicable, and the Supplier's VAT registration number.

4. PAYMENT

4.1 Payment in respect of the goods and/or services supplied shall normally be made within 30 days of a valid invoice being received at The UKHSA Accounts Payable Team, Financial Accounting Services, UKHSA Porton Down, Salisbury, Wiltshire, SP4 0JG.

5. PACKING

5.1 All goods must be properly packaged to survive transit to the delivery address and to resist pilferage, distortion, corrosion or contamination.
5.2 All goods shall be clearly and legibly labelled and addressed.

6. DELIVERY

6.1 The Supplier shall deliver and unload the goods to the point of delivery specified not later than any date for delivery stated on the Purchase Order.
6.2 Time shall be of the essence for this Contract.

7. GUARANTEE

7.1 It shall be a condition of the Contract that the goods or services comply in all respects with the Contract description overleaf, and with any statements or undertakings made by the Supplier, or his servants or agents, prior to the issuance of the Purchase Order.
7.2 The Supplier undertakes that all goods and services supplied by him shall be of first class quality and recognises that UKHSA has placed the order relying upon the skills and expertise of the Supplier and any statements and representations made by him.
7.3 If any part of the goods or services supplied shall be defective upon delivery or shall prove to be defective within 12 months of delivery, then UKHSA may call upon the Supplier (but without prejudice to UKHSA 's other rights) to rectify the defects or replace the goods (at UKHSA 's option) at the Supplier's own expense.
7.4 All obligations within Clause 7 shall further apply to any such rectified or replacement goods.

8. PASSING OF PROPERTY AND RISK

8.1 The property and risk in the goods shall pass to UKHSA on delivery but without prejudice to any right of rejection.

9. RECOVERY OF SUMS DUE

9.1 Whenever under the Contract any sum of money shall be recoverable from or payable by the Contractor the same may be deducted from any sum then due, or which at any time thereafter may become due, to the Contractor under the Contract or under any other contract with UKHSA.

10. CANCELLATION

10.1 UKHSA shall be entitled to cancel this order at any time by giving written notice to the Supplier.
10.2 If UKHSA exercises this right of cancellation it shall be bound to pay a reasonable price for any work already completed but shall otherwise be free from liability

11. INDEMNITY

11.1 The Supplier shall keep UKHSA fully and effectively indemnified against:
(i) Any claims for infringement of any letters patent or registered design trademark or trade name by reason of the use or sale of the goods supplied, and against all costs and damages which UKHSA may incur in any action for such infringement or for which UKHSA may become liable in such action; and
(ii) Any royalties payable by the Supplier; and
(iii) Any claim in Contract or tort or otherwise; for any direct or indirect damages, expenses or costs relating to damage to property; or injury or loss to any person, firm or company; or for any loss of profit or production arising out of, or occasioned by, any error in design or drawings; or any defects in or failure of the goods or part thereof provided; or work performed by the Supplier or occasioned by reason of any act or omission by the seller of any sub-contract of his.

12. BANKRUPTCY

12.1 If the Supplier shall become bankrupt or insolvent, or have a receiving order made against him, or compound with his creditors, or, being a corporation, commence to be wound up, not being a member's voluntary winding up for the purpose of reconstruction or amalgamating, or carry on its business under a receiver for the benefit of its creditors or any of them, UKHSA shall be at liberty either:
(i) To terminate the Contract forthwith by notice in writing to the Supplier, or to the receiver or liquidator, or to any person in whom the Contract may become vested; or
(ii) To give such receiver, liquidator or other person the option of carrying out the Contract subject to his providing a guarantee for the due and faithful performance of the Contract.

13. CONFIDENTIALITY

13.1 The Supplier shall not during or after the end of the Contract disclose any information relating to UKHSA's business or operating methods that become known to the Supplier during the provision of the Supplies under the Contract save such information which:
(i) Is or becomes generally available to the public through no act or default on the part of the Supplier; or
(ii) Was already in the possession of the Supplier and at its free disposal before disclosure to the Supplier hereunder; or
(iii) Is disclosed to the Supplier without any obligations of confidence by a third party who has not derived it directly or indirectly from UKHSA; or
(iv) The Supplier is obliged to disclose under the terms of any order of the court or any other administrative body or under any legislation, regulation or statutory instrument.

14. INTELLECTUAL PROPERTY RIGHTS

14.1 All copyright, designs, patents, trademarks or other intellectual property rights in any work performance by or on behalf of the Supplier shall vest in and be the sole property of UKHSA.
14.2 The Supplier shall take all necessary steps to ensure that he has the right to secure such vesting including, if so required by UKHSA, that all staff employed on the Contract sign a separate undertaking to the effect that all such intellectual property rights in any work undertaken by them shall vest in and be the sole property of UKHSA.
14.3 The Supplier shall not use any work performed under the Contract otherwise than for the purposes of the Contract.
14.4 The Supplier further warrants that any work which he produces or supplies under the Contract will not infringe the intellectual property rights of anyone else.

15. FORCE MAJEURE

15.1 If delivery is delayed by some cause totally outside the control of the Supplier, then he shall give written notice of such cause within seven days of its occurrence and UKHSA may then (but without prejudice to its other rights) allow such extra time for delivery as is reasonable in the circumstances.

16. LAW

16.1 This Contract shall be subject to the laws of England and Wales and the exclusive jurisdiction of the English Courts.