

**Terms and conditions of purchase - Highly Relevant Services**

1. **Definitions**
2. In these Conditions:

“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 University 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 in the contract or Order.

“Goods” means the goods described in the contract or Order.

“Order” means the University’s purchase 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 contract or Order.

“Services” means the services (if any) described in the contract or Order.

“Specification” includes any plans drawings data or other information relating to the Goods or Services.

“University” means **UNIVERSITY OF GLOUCESTERSHIRE**

“Writing” includes facsimile, email transmission and comparable means of communications.

1. Any reference in these Conditions to a statute or a 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.
2. The headings in these Conditions are for convenience only and shall not affect their interpretation.
3. **Basis of purchase.**
4. The Order constitutes an offer by the University to purchase the Goods and/or acquire the Services subject to these Conditions.
5. These conditions apply to the Contract to any exclusion of any other terms and conditions on which any quotation has been given to the University or subject to which the Order is accepted or purported to be accepted by the Seller.
6. No variation to the Order or these Conditions shall be binding unless agreed in writing between the University and the Seller.
7. **Specification and Quality.**
8. 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 University to the Seller or agreed in writing by the University.
9. Any Specification supplied by the University to the Seller or specifically produced by the Seller for the University 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 University. 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.
10. The Seller shall comply with all current applicable regulations and legislation concerning the supply of Goods and performance of Services.
11. The Goods shall be marked in accordance with the University’s instructions and any applicable regulations or requirements of the carrier and properly packed and secured so as to reach their destination in an undamaged condition in the ordinary course.
12. Unless specifically required under the contract, there shall be no asbestos content in the goods.

1. **Price of the Goods and Services.**
2. The Price of the Goods and Services shall be stated in the Order and unless otherwise so stated shall be:
3. exclusive of any applicable value added tax (which shall be payable by the University subject to receipt of a V. A. T. invoice) and
4. 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.
5. No increase in the Price may be made without the prior consent of the University in writing.
6. **Terms of payment.**
7. Unless otherwise specified in the Contract or Order the Seller may invoice the University on, or at any time after, delivery of the Goods or performance of the Services and each invoice shall quote the order number.
8. Unless otherwise stated in the order the University shall pay the price of the Goods and Services within Thirty days of receipt by the University of a proper undisputed invoice or, if later, after acceptance of the Goods or Services in question by the University.
9. **Delivery.**
10. 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.
11. The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.
12. If the Goods are to be delivered, or the Services are to be performed, by instalments the Contract will be treated as a single contract and not severable unless agreed in writing.
13. The University 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 University 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.
14. The Seller shall provide the University in good time with any instructions or other information required to enable the University to accept delivery of the Goods and performance of the Services.
15. **Health Safety and Environment.**
	1. The Seller shall observe all legal requirements of the United Kingdom, European Union and relevant international agreements in relation to health, safety and environment, and in particular to the marking of hazardous goods, the provision of data sheets for hazardous materials.
	2. The Seller shall promptly notify the University of any health and safety hazards which may arise in connection the performance of the service.
	3. The University shall promptly notify the Seller of any health and safety hazards which may exist or arise at University premises which may affect the Seller in connection the performance of the service.
	4. The Seller shall inform all Staff engaged in the provision of Services at University premises of all know health and safety hazards and shall instruct those staff in connection with any necessary safety measures.
	5. Whilst on University premises the Seller hall comply with any health and safety measures implemented by the University in respect of Personnel and other Persons, including but not limited to students, staff and visitors, working on those premises.
	6. The Seller shall notify the University Representative immediately in the event of any incident occurring in the performance of the Services on University Premises where that incident causes any personal injury or damage to property which could give rise to personal injury.

**8 Risk and Property.**

8.1 Risk of damage to, or loss of, the Goods shall pass to the University upon delivery to the University in accordance with the Contract.

8.2 The property in the Goods shall pass to the University upon delivery unless payment for the Goods is made prior to delivery when it shall pass to the University once payment has been made and the Goods have been appropriated to the Contract.

**9. Warranties and liability.**

9.1 The Seller warrants to the University that the Goods:

9.1.1 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;

9.1.2 will be free from defects in design material and workmanship;

9.1.3 will correspond with any relevant Specification or sample and

9.1.4 will comply with all statutory requirements and regulations relating to the sale of the Goods.

9.1.5 will be supplied using the minimal amount of packaging to protect the goods and remove any packaging where possible.

9.1.6 are manufactured where possible from products / materials sourced from sustainable / renewable sources.

9.2 The Seller warrants to the University 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 University to expect in all the circumstances.

9.3 Without prejudice to any other remedy if any Goods or Services are not supplied or performed in accordance with the Contract then the University shall be entitled:

9.3.1 to require the Seller to repair the Goods or to supply replacement Goods or Services in accordance with the Contract within Seven days or

9.3.2 at the University’s sole option and whether or not the University 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.

9.4 Seller shall indemnify the University in full against all liability loss damages costs and expenses (including legal expenses) awarded against or incurred or paid by the University as a result of or in connection with:

9.4.1 breach of any warranty given by the Seller in relation to the Goods or the Services.

9.4.2 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 University.

9.4.3 any liability under the Consumer Protection Act 1987 in respect of the Goods.

9.4.4 any act or omission of the Seller or its employees agents or sub-contractors in supplying delivering and installing the Goods and

9.4.5 any act or omission of any of the Seller’s personnel in connection with the performance of the Services.

9.5 Neither the Seller nor the University 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. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond either party’s control:

9.5.1 Act of God, explosion, flood, tempest, fire or accident;

9.5.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

9.5.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority;

9.5.4 import or export regulations or embargoes;

9.5.5 industrial action or trade disputes.

9.6   Nothing in this Contract shall operate to exclude or limit either party’s liability for:

9.6.1 death or personal injury caused by its negligence; or

9.6.2 any breach of the terms implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or

9.6.3 fraud; or

9.6.4 the deliberate default or wilful misconduct of that party, its employees, agents or subcontractors; or

9.6.5  any other liability which cannot be excluded or limited under applicable law.

**10. Diversity and Equality.**

10.1 The Contractor warrants that its own practices and procedures comply with legislation to prevent unlawful discrimination and that its employees are fully trained on matters relating to the prevention of unlawful discrimination. The parties acknowledge that any breach of this warranty shall consider a material breach of this contract.

10.2 The Contractor shall not discriminate directly or indirectly against any persons on grounds of their age, disability, gender reassignment, marriage of civil partnership, pregnancy or maternity, race, religion and belief, ex or sexual orientation contrary to the Equality Act 2010.

10.3 Where in connection with this Contract, the Contractor, its agents or sub-contractors, or the Contractor’s personnel are required to carry out work on the University’s premises or alongside the University’s employees or students on any other premises, the Contractor shall comply with the University’s policies and codes of practice relating to racial discrimination and equal opportunities

10.4 The Contractor shall monitor its own employees by reference to their racial origins and ethnicity, and provide such information on request to the University.

10.5 The Contractor shall provide such information as the University requires about its policies and practices concerning the prevention of unlawful discrimination and the promotion of equal opportunities and race equality both in terms of employment and customer service. The Contractor shall have regard to the promotion of race equality and shall consider the promotion of race equality and good race relations as key objectives of the contract.

10.6 The University and Contractor shall continue to monitor the performance and objectives of the contract throughout its duration and to make any amendments or changes necessary to the contract, or its performance or objectives in order further to promote race equality

10.7 The Contractor shall notify the University immediately in writing as soon as it becomes aware of any investigation or proceedings brought against it under the Equality Act 2010.

10.8 Where any investigation is undertaken and/or proceedings are instituted following such an investigation against the Contractor or against the University either in connection with any contract awarded to the Contractor or generally, the Contractor shall, without charge:-

1. attend and permit its employees to attend any meetings as required;
2. allow access to and investigation of any documents or data deemed to be relevant to the investigation;
3. allow itself and any of its employees to appear as witnesses in any proceedings; and co-operate fully with the person or body conducting the investigation.

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10.9 Where any investigation is conducted, or proceedings are brought which arise directly or indirectly out of any act or omission of the seller, its agents or sub-contractors including in circumstances beyond the term of this contract, and where there is a finding against the Seller in any such investigation or proceedings, the Contractor shall indemnify the University with respect to all costs, charges and expenses (including legal and administrative expenses) incurred by the University during or in connection with any such investigation or proceedings and further indemnify the University for any compensation, damages, costs or other award the University may be ordered or required to pay to a third party.

10.10 If a finding of unlawful discrimination or breach of equal opportunities legislation is made against the Contractor or against the University arising from the conduct of the Contractor including in circumstances beyond the terms of the contract, the University will require the Contractor to take immediate remedial steps to prevent further recurrences.

10.11 If the Contractor enters into any sub-contract as authorised in this Contract in connection with this Contract, it shall impose obligations on its sub-contractors whose terms shall be identical to those imposed on it in this clause.

10.12 The parties agree that the Contractor shall not sub-contract to any business, service or group which has a poor history of discrimination in employee or service delivery. A breach of this clause will be considered a material breach of the contract.

**11 Freedom of Information.**

11.1 The Seller shall be aware that any information supplied to the University may be covered by the Freedom of Information Act. The seller accepts that even if information is requested to be held confidential, then the University may be required under the Freedom of Information Act to disclose such information to other parties. In such cases, the supplier accepts that the University will not be held liable for any resulting impacts to the suppliers business incurred as a result of such disclosure.

1. **Termination.**

12.1 The University shall be entitled to terminate the Contract without liability to the Seller by giving notice to the Seller at any time if:

12.1.1 the Seller make any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 1986) or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction) or

12.1.2 an encumbrance takes possession or a receiver is appointed of any of the property or assets of the Seller or

12.1.3 the Seller ceases, or threatens to cease, to carry on business or

12.1.4 the University reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

**13. General.**

13.1 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 rights, or sub-contract any of its obligations under the Contract.

13.2 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 this provision to the party giving the notice.

13.3 No waiver by the University 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.

13.4 The Contract shall be governed by the laws of England.