

General Conditions of Purchase

1. Definitions

‘We’, ‘Us’ ‘Our’ and ‘College’ means

Harper Adams University College, Newport, Shropshire TF10 8NB

‘You’, ‘Your’ and ‘Seller’ means the person firm or company to whom the Purchase Order is addressed and any associated or subsidiary person firm or company responsible for executing the Order.

‘Goods’ means the materials, articles, works and services described in the Contract.

‘Packaging’ means any type of Packaging including bags, cases, carboys, cylinders, drums, pallets, tank wagons, and other containers.

‘Authorised Officer’ means Our employee Authorised, either generally or specifically, by Us to sign Our Purchase Order, confirmation of which may be obtained from the Director of Finance.

‘Authorised’ means signed by one of Our Authorised Officers.

‘Purchase Order’ means Our Authorised Purchase Order having these General Conditions of Purchase on its reverse or attached to it or referring to these General Conditions of Purchase on its face.

‘Order Amendment’ means Our Authorised Order Amendment or series of Order Amendments, each Order Amendment having precedence over any earlier Order Amendment.

2. The Contract

You agree to sell and We agree to purchase the Goods in accordance with the Contract. The Contract shall comprise (in order of precedence): any Order Amendments, the Purchase Order, these General conditions of Purchase and any other document (or any documents) referred to on the Purchase Order. The Contract shall not include any of Your conditions of sale, notwithstanding reference to them in any document. However, should this Contract be held by a court of competent jurisdiction to include Your terms and conditions of sale then in the event of any conflict or apparent conflict these General Conditions of Purchase shall always prevail over Your terms and conditions of sale. Delivery of Goods in response to a Purchase Order or Order Amendment shall be taken to imply that You have accepted the terms and conditions of this Contract.

3. Price

You will sell Us the Goods for the firm and fixed Price stated in the Contract. The Price shall include storage, packaging, insurance, delivery, installation and commissioning (as applicable) but shall exclude VAT.

4. Variations

We shall have the right, before delivery, to send You an Order Amendment adding to, deleting or modifying the Goods. If the Order Amendment will cause a change to the Price or delivery date then You must suspend performance of the Contract and notify Us without delay, calculating the new Price and delivery date at the same level of cost and profitability as the original Price. You must allow Us at least 10 working days to consider any new Price and delivery date. The Order Amendment shall take effect when but only if Our Authorised Officer accepts in writing the new Price and delivery date within the time You stipulate. If Our Authorised Officer fails to confirm the Order Amendment within the time You stipulate the performance of the Contract shall immediately resume as though the said Order Amendment had not been issued (except that We may still exercise Our right of cancellation in accordance with Condition 5).

5. Our right of cancellation

In addition to Our other rights of cancellation under this Contract, We may cancel the Purchase Order and any Order Amendment thereto at any time by sending You a notice of termination. You will comply with any reasonable instructions that We may issue with regard to the Goods. If You submit a termination claim then We will pay to You the cost of any commitments, liabilities or expenditure which in Our reasonable opinion were a consequence of this Contract at the time of termination. The total of all payments made or due to You under this Contract, including any termination payment, shall not exceed the Price. If You fail to submit a termination claim within three months of the date of Our notice of termination then We shall have no further liability under the Contract.

8. Quality and description

- a) The Goods shall:
 - i) conform in every respect with the provisions of the Contract;
 - ii) be capable of all standards of performance specified in the Contract
 - iii) be fit for any purpose made known to You expressly or by implication and in this respect We rely on Your skill and judgement
 - iv) be new (unless otherwise specified on the Purchase Order) and be of sound materials and skilled and careful workmanship
 - v) correspond to their description or any samples, patterns, drawings, plans and specifications referred to in the Contract
 - vi) be of satisfactory quality
 - vii) comply with any current legislation

- b) Unless specifically required under the Contract, there shall be no asbestos content in the Goods.

The items listed above shall not limit or waive Our rights under relevant consumer legislation.

7. Work on Our premises

If the Contract involves any works or services which You perform on Our premises then the following conditions shall apply:

- a) You shall ensure that You and Your employees, Your sub-contractors and their employees and any other person associated with You will adhere in every respect to the obligations imposed on You by current safety legislation and the College's Health and Safety policies.

- b) You shall ensure that You and Your employees, Your sub-contractors and their employees and any other person associated with You will comply with any regulations that We may notify to You in writing.

- c) You shall ensure that You and Your employees abide by the requirements of the College for Equality and Diversity, particularly the College's Race Equality and Diversity policy which sets out the way in which the College is addressing its obligations under the Race Relations (Amendment) Act 2000.

Copies of the College's policies are available from the office of the Director of Corporate Affairs.

8. Progress and inspection

- a) You shall at Your expense provide any programmes of manufacture and delivery that We may reasonably require. You shall notify Us without delay in writing if Your progress falls behind or may fall behind any of these programmes.
- b) We shall have the right to check progress at Your works or the works of sub-contractors at all reasonable times, to inspect and to reject Goods that do not comply with the Contract. Your sub-contractors shall reserve such right for Us.
- c) Any inspection, or approval shall not relieve You from Your obligations under this Contract

9. Packaging

Unless otherwise stated in the Contract, all Packaging shall be non-returnable. If the Contract states that Packaging is returnable, You must give Us full return instructions before the time of delivery. The Packaging must be clearly marked to show to whom it belongs. You must pay the cost of all carriage and handling for the return of Packaging. We shall not be liable for any Packaging lost or damaged in transit. Where Goods are delivered by road vehicle, available empty Packaging may be returned by the same vehicle.

10. Safety

You 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 and all provisions relating to food. Hazardous Goods must be clearly marked and display the name of the material in English. Transport and other documents must include declaration of the hazard and the name of the material in English. The Goods must be accompanied by emergency information in English.

11. Delivery

- a) The Goods shall be properly packed, secured and dispatched at Your expense to arrive in good condition at the time or times and the place or places specified in the Contract.
- b) If You or Your carrier deliver any Goods at the wrong time or to the wrong place then We may deduct from the Price any resulting costs of storage or transport.

12. Late delivery

If the Goods or any part of them are not delivered by the time or times specified in the Contract then We may by written notice cancel any undelivered balance of the Goods. We may also return for full credit and at Your expense any Goods that in Our opinion cannot be used owing to this cancellation. In the case of services, We may have the work performed by alternative means and any additional costs reasonably so incurred shall be at Your expense. This shall not affect any other rights that We have.

13. Property and risk

- a) You shall bear all risks of loss or damage to the Goods until delivered and shall insure them accordingly.
- b) Ownership of the Goods shall pass to Us:

- i) when the Goods have been delivered and paid for in full but without prejudice to Our right of rejection under this Contract

or

- ii) if, whilst the Goods are still in Your possession, We have paid in full OR made any advance or stage payment, at the time such payment is made, in which case You must as soon as possible mark the Goods as Our property, but without prejudice to Our right of rejection under this Contract.

14. Acceptance

We shall have the right to reject the Goods in whole or in part whether or not paid for in full or in part within a reasonable time of delivery if they do not conform with the requirements of this Contract. It is agreed that We may exercise the right of rejection notwithstanding any provision contained in section 11 or section 15A or section 30 (subsections 2A and 2B) or section 35 of the Sale of Goods Act 1979. We shall give You a reasonable opportunity to replace the Goods with new Goods that conform with this Contract, after which time We shall be entitled to cancel the Purchase Order and purchase the nearest equivalent Goods elsewhere. In the event of cancellation under this condition You shall promptly repay any monies paid under the Contract without any retention or offset whatsoever. Cancellation of the Purchase Order under this condition shall not affect any other rights We may have. You must collect all rejected Goods within reasonable time or We shall return them to You at Your risk and expense.

15. Payment

Unless stated otherwise in the Contract We shall pay you 30 days from the date of a correctly rendered invoice for Goods received in accordance with the Order, unless problems caused by disruption to postal, utilities or banking services or by internal computer breakdown prevent this. Your invoice must be addressed to the department indicated on the Purchase Order and must quote the full Purchase Order number. VAT, where applicable, shall be shown separately on all invoices as a strictly nett extra charge. We shall not be held responsible for delays in payment caused by Your failure to comply with Our invoicing instructions.

16. Warranties

It is expressly agreed between Us that Goods:

- a) will be of merchantable quality and fit for any purpose held out to Us or made known to Us in writing at the time the Order is placed
- b) will be free from defects in design, material and workmanship
- c) will correspond with any relevant specification or sample
- d) will comply with all statutory requirements and regulations relating to the sale of Goods

17. Codes of conduct

In accordance with Our Codes of Ethical Purchasing Practice every practicable effort should be made to ensure that goods and services received, by Us regardless of value, originate from a source which is ethically sound. We define an ethically sound source as:

1. A source where every practicable measure has been taken to ensure that the environment is not unduly or unnecessarily harmed. Environmental harm includes, but is not limited to, the questionable use and disposal of harsh pollutants, the unnecessary use of biohazards, depletion of natural resources and the irreparable destruction of natural environments. Any activity breaching national or international environmental law will automatically be deemed as being

- unnecessary harm. This includes, but is not limited to, fly-tipping, the use of untested and uncertified bio-technology and incorrect disposal of waste products.
2. A source whereby international workplace norms, as defined by the International Labour Organisation conventions and the UN's Universal Declaration of Human Rights, have been rigorously applied. This includes, but is not limited to, an outright bar on the use of child or forced labour, provision of a safe and healthy workplace presenting no immediate hazards to its employees and the payment of at least the minimum wage, or a fair representation of the prevailing industry wage (whichever is the higher), of all employees.
 3. A source whereby all employees, as well as all other persons with whom the company has dealings in its normal course of business, are treated fairly on the basis of merit regardless of age, disability, family responsibilities, gender, HIV status, mental health problems, nationality, race, religion, socio-economic background sexual orientation or transexualism.

It is vital that these practices are adopted by You in respect of Your business as well as throughout the supply chain and that every reasonable endeavour is taken to ensure that Goods and services from an unethical source do not exist within the supply chain.

You agree that it is Your responsible for controlling Your own supply chain and to ensure compliance with Our Codes of Ethical Purchasing Practice by any subsequent supplier of goods and services that are used by You when performing its obligations under this Agreement

Should We be under any doubt that the Goods or services received, or scheduled to be received, are contrary to Our codes of Ethical Purchasing Practice, We reserve the right to suspend the contract awaiting investigation. Any investigation shall not relieve You from Your obligations under this Contract and any additional costs reasonably so incurred shall be at Your expense. Following investigation, should We, at our absolute discretion, be under any doubt that Goods and services conform with Our codes of practice, We shall be entitled to cancel the Purchase Order.

In the event of cancellation under this condition You shall promptly repay any monies paid under the Contract without any retention or offset whatsoever. Cancellation of the Purchase Order under this condition shall not affect any other rights that We may have.

18. Anti-bribery and anti-corruption

You will comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 and You will not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK. You should also act in accordance with Our **Policy on the Prevention of Bribery and Corruption 2011**.

We, at our absolute discretion, reserve the right to terminate any contract where an inducement has been offered/accepted and also where a matter has been declared after taking place which would make it inappropriate for Us to continue with the relationship/contract. Our decision on the matter is final and conclusive.