

COLEG LLANDRILLO CONDITIONS OF PURCHASE

In these Conditions “the College” means Coleg Llandrillo and “the Order” means the order or orders made by the College. The Supplier means the person supplying the Goods or Services to the College pursuant to the Order. “Goods” means and includes goods of any description the subject of the Order including, without limitation, materials, whether raw or partly or wholly manufactured. “Services” means any services provided to the College in connection with the Order. “Authorised Representative” means the the Executive Director of Corporate Services at the College or his or her duly authorised representative from time to time.

APPLICATION OF THESE CONDITIONS

- 1.1 Subject to condition 1.2 the College only enters into contracts of purchase whether for Goods or Services subject solely to these Conditions of Purchase which can only be altered or qualified by a document signed by the Authorised Representative setting out in full the relevant alterations and qualifications and no other person has any authority to alter or qualify these Conditions in any way.
- 1.2 In the event of a conflict between any condition of these Conditions of Purchase and any specific terms or condition referred to on the face of the Order then the latter shall prevail.
- 1.3 The commencement of any work or performance of Services or delivery of Goods by the Supplier pursuant to the Order shall constitute acceptance of these Conditions of Purchase where acceptance has not previously been communicated to the College.

DELIVERY/ADVICE NOTES

- 2.1 The Supplier shall comply in all respects with the College’s programme for delivery of Goods, performance of Services and/or commencement, execution and completion of work.
- 2.2 All Goods supplied against the Order, properly packed and secured in s uch a manner as to reach their destination in good condition, shall (unless otherwise directed by the College) be delivered by the Supplier to the College carriage paid, in accordance with the College’s instructions and bearing the College’s order number on each package.

TIME

- 3.1 Where time is specified such provision shall be of the essence of the contract.
- 3.2 Failure by the Supplier to adhere to any provision as to time contained in the Order shall entitle the College at its option to treat the contract as repudiated in whole or in part. The College shall be entitled to exercise its option at any time notwithstanding that it has acquiesced in any delay unless a written extension of time has been given to the Supplier by the Authorised Representative and the time of any such extension has not elapsed.
- 3.3 Failure by the College to exercise its option in respect of any part of an Order shall not be deemed to constitute a waiver with respect to any subsequent part of that Order.

3.4 Without prejudice to the College's option, Goods which cannot be despatched in time to reach the College by the dates specified may, at the College's request, be delivered by a faster method of delivery at the Supplier's expense.

PRICE AND PAYMENT

4.1 Unless otherwise agreed by the College in writing all prices are fixed and are not subject to escalation.

4.2 The College shall not be liable for any orders or amendments thereto other than those issued or confirmed on the College's official/printed Order or amendment forms duly signed on behalf of the College.

4.3 The College shall not be responsible for the payment of any charges for Services performed or Goods supplied in excess of Services or Goods required by the Order or any variation thereof unless authorised in writing by a further priced Order.

4.4 No payment of or on account of the contract price shall constitute any admission by the College as to proper performance by the Supplier of its obligations.

4.5 No payment will be made for containers, crates or packing materials of any description except by special arrangement in writing.

4.6 Invoices shall not be rendered by the Supplier until completion of performance hereunder by the Supplier.

4.7 Payment will be made by the College within 30 days of receipt of an invoice in respect of the Goods or Services issued in accordance with Condition 15.

DELIVERY

5.1 Delivery of Goods shall be made to the College or as otherwise directed by the College. Delivery shall be effected when the Goods have been unloaded and the delivery has been accepted by an Authorised Representative.

5.2 In the event that Goods are delivered before the date specified in the Order then the College shall be entitled at its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the contractual date for delivery .

5.3 In the event of any strike, lock -out, fire, explosion or accident or of any stoppage of the College's business or work for reasons beyond its reasonable control which may prevent or hinder the use of the Goods or performance of Services, then delivery of such Goods or completion of performance of such Services and the payment therefore may be suspended or postponed at the College's option until the circumstances preventing or hindering the use of such Goods or performance of Services has ceased.

5.4 If a carrier is specified in connection with the Order such carrier shall be deemed to be an agent of the Supplier and not of the College.

PACKAGING AND LABELLING

6.1 The College shall only be responsible for returning cases or other durable packaging to the Supplier if such responsibility is accepted by the College in the Order.

6.2 Hazardous Goods must be marked by the Supplier with the appropriate International Danger Symbols and the name of the material in English. Transport and other documents must disclose the hazard and the name of the material in English.

Goods must be accompanied by such information in English in the form of written instructions, hazard data sheets, labels or markings as may be required by English law and such EU law as has effect in the UK relating to the packaging, labelling and carriage of hazardous goods.

6.3 All information held by or available to the Supplier regarding any potential hazards known or believed to exist in the transport, handling or use of the Goods shall be promptly communicated to the College.

RISK AND TITLE

7.1 Unless otherwise agreed in writing in the Order property and risk in the Goods shall pass to the College when delivery has been completed in accordance with conditions 5.1 and the Supplier shall be responsible for transport and unloading costs and insurance of Goods to their full value against all risks of damage or loss prior to completion of delivery whether effected by the Supplier or otherwise.

7.2 All tools, equipment and materials of the Supplier required in the performance of the supplier's obligations hereunder shall be and remain at the sole risk of the supplier whether or not they are upon premises of the College or other premises whatsoever pursuant to the Order.

7.3 Where the Supplier has contracted to perform Services or work upon Goods without title thereto passing to or belonging to the Supplier then in such event risk shall pass to the Supplier in respect of such Goods when it takes delivery thereof and it shall remain at risk until the Goods processed or worked upon as the case may be are redelivered to the College. Delivery for the purposes of this condition shall mean the time of parting with physical possession by the College or acceptance of delivery by an Authorised Representative.

TOOLS ETC

8 All tools, patterns, materials, drawings, specifications and other data provided by the College in connection with the Order will at all times remain the property of the College and shall be delivered up to the College on completion of the Order and are to be used by the Supplier solely for the purpose of completing the same.

TITLE QUALITY AND GUARANTEE

9.1 Goods shall be of first class quality and shall be supplied strictly in accordance with the quantities, drawings, specifications, standards and stipulations contained in or annexed to the Order and, unless otherwise agreed in writing, shall conform to all relevant UK and EC standards, specifications and conditions and all work and Services performed by the Supplier shall be in accordance with best practice and pass such inspection as may be required by the College or any Government department concerned.

9.2 The Supplier warrants its expertise and confirms the accuracy of all statements and representations made in respect of the Goods and/or Services prior to the Order.

9.3 Nothing contained in these Conditions shall in any way detract from the Supplier's obligations under Common Law or Statute or any express warranty or condition contained in the Order.

9.4 Notwithstanding that:

9.4.1 the College has accepted the Good and/or Services or part thereof; or
9.4.2 where the contract is for the sale of specific Goods, the property in the Goods has passed to the College,
9.4.3 the breach by the Supplier of any express or implied condition to be fulfilled by it may (subject to condition 9.6) be treated as a ground for rejecting the Goods and/or Services and treating the contract as repudiated.

9.5 The College shall be entitled to require the Supplier to perform the obligations contained in Condition
9.6 or, at its option, reject the Goods and/or Services and treat the contract as repudiated at any time prior to the expiration of the following periods:
9.5.1 where the defect is apparent on a visual inspection, three months after delivery of the Goods to the College or on completion of provision of the Services (whichever shall be later), or
9.5.2 in any other case three months after the College has discovered the defect in question.

9.6 Without prejudice to the College's right to treat the contract as repudiated:
9.6.1 where the College notifies the Supplier of any defective or damaged Goods or faulty workmanship the Supplier shall instruct the College within 14 days with regard to the disposal, storage or return of such Goods or rectification of workmanship as the case may be and in default all such matters shall be in the College's discretion. All costs and expenses hereunder shall be borne by the Supplier.
9.6.2 the supplier shall be responsible for making good with all possible speed the defective or damaged goods or faulty workmanship (fair wear and tear excepted) including full replacement where necessary together with all costs of delivery to site and installation and all other costs incurred by the College in relation to the premises at which the Goods are situated or other plant and machinery in order to enable or facilitate such repair or replacement by the Supplier arising due to faulty design, materials or workmanship or any act or omission of the Supplier.

9.7 It shall be a condition of the contract between the College and the Supplier that any Goods or Services supplied or provided by the Supplier shall be year 2000 Conformity Requirements P.D. 2000 -1:1998.

HEALTH AND SAFETY

10 The Supplier warrants that:

10.1 in the design, manufacture, supply and installation of the Goods (including all Services provided on site) and in the provision of information relating thereto that it will comply with the duties imposed on it by the Health and Safety at Work etc. Act 1974 or any amendment thereto or re-enactment thereof and of all other statutory provisions, bye-laws, rules and regulations so far as they are applicable to the site or the Goods and/or Services and that it will perform this contract such that no liability is incurred by the College under such statutory provisions, bye-law, rules and regulations, and

10.2 that all Goods supplied will be supplied with all necessary safety guards and devices sufficient to comply with current statutory requirements. Where Goods are to be supplied without guards or safety devices then the Supplier must:

10.2.1 state such to be the case in writing in its quotation or acknowledgement of order, and

10.2.2 specify in writing such guards and devices as will be required to be purchased by the College.

INDEMNITY

11 The Supplier shall indemnify the College against:

11.1 all losses, costs, damages, expenses, and claims caused to and made against the College which would not have been caused or made had the Supplier fulfilled its express or implied obligations under this contract,

11.2 any claims for infringement of any Letters Patent, Design Right, Copyright, Registered Design or Trade Mark by reason of the use or sale of the Goods and/or Services supplied (save where the same shall have been manufactured or provided in accordance with specifications or designs supplied by the College) and against all losses, costs, damages. Expenses and claims which the College may incur or have to bear or for which the College may become liable as a result of such claims for infringement,

11.3 all claims in respect of royalties payable by the Supplier in respect of the Goods, and

11.4 all claims made against the College arising out of the acts and omissions of the Supplier, its employees, agents or its sub-contractors.

PUBLICITY

12 Neither the Order nor the name of the College shall be disclosed to a third party or used by the Supplier or any sub-contractor for advertisement or publicity purposes without the College's prior written consent.

ASSIGNMENT, SUB-CONTRACTORS

13 The Supplier shall not without the written consent of the College sub-contract or assign all or any part of the Order.

SUPPLIER'S INSOLVENCY OR DEFAULT

14.1 Without prejudice to any other rights or remedies to which it may be entitled the College may terminate the Order forthwith and without liability in the event that:

14.1.1 the Supplier shall become bankrupt or under section 123 of the Insolvency Act 1986, is deemed to be unable to pay its debts or compounds with creditors or in the event of a resolution being passed or proceedings commenced for the administration or liquidation of the Supplier (other than for a voluntary winding up for the purpose of reconstruction or amalgamation) or if a Receiver or Manager is appointed of all or any part of its assets or undertaking, or

14.1.2 the Supplier commits any breach of its obligations hereunder and fails to rectify such breach within seven days of receipt of written notice from the College requiring remedy thereof.

VALUE ADDED TAX

15 All Suppliers who are registered for Value Added Tax are required to issue a proper tax invoice in accordance with the relevant legislation before the College shall be required to make payment for any Goods and/or Services.

CONSUMER PROTECTION ACT 1987 (“the Act”)

16.1 The Supplier warrants that all Goods supplied to the College together with all necessary instructions, information and warnings supplied therewith will be designed, manufactured and produced in such a manner as to ensure that under no circumstances could the Goods be held to be defective pursuant to Part I of the Act.

16.2 In the event that the Supplier becomes aware at any time of any incidents, events or discoveries which are in any way relevant to the safe operation of Goods previously supplied then the Supplier shall forthwith issue written notice thereof to the College.

16.3 The Supplier shall indemnify, reimburse and compensate the College for all losses and damages (including costs, expenses and charges for legal actions in which the College may be involved) that the College may incur or have to bear as a result of any claim or claims arising as a result of the Goods being adjudged defective pursuant to the provisions of Part I of the Act.

16.4 The Supplier undertakes to maintain adequate insurance cover (with insurers of repute) in respect of liability pursuant to the Act and to produce to the College forthwith on demand a copy or copies of the relevant policy or policies of insurance.

ENGLISH LAW

17 This contract is subject to the law of England and Wales and to the jurisdiction of the Courts of England and Wales only.