



General Terms & Conditions of Purchase For the Supply of Goods and Services

The following Bradford College Terms and Conditions shall apply to all purchase orders, unless otherwise specifically agreed in writing by both parties:

- Alternative Terms and Conditions may be applied for certain high value contracts, or for works or services contracts. These will be specified on the relevant purchase order or referred to in any applicable tender documents that are referred to on the Purchase Order.

1. Definitions in the General Terms and Conditions:

- a) "the Buyer" means Bradford College;
- b) "the Supplier" means the Seller named on the Purchase Order;
- c) "Confidential Information" means any information which has been designated as confidential by either party in writing or that ought to be considered confidential however it is conveyed or on whatever media it is stored such as intellectual property rights, personal data within the meaning of the data protection act.
- d) "Delivery Date" means the date specified by the Buyer when the Goods or Services are to be delivered;
- e) "Good Industry Practice" means standards, practices, methods and procedures conforming to the law and the degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected for a skilled and experienced person or body engaged in similar type of undertaking under the same or similar circumstances
- f) "Goods" means the articles that the Buyer agrees to buy from the Supplier and those that are specified in the Purchase Order
- g) "Invoice Address" means Accounts Payable, Bradford College, Westbrook Building, Great Horton Road, Bradford, BD7 1AY;
- h) "Purchase Order" means the Buyer's Purchase Order for the Goods or Services; and that specifies that these General Terms and Conditions apply to it.
- i) "Premises" means the location where the goods or services are to be delivered and/or where relevant as set out in the specification.
- j) "Price" means the price for the Goods or Services stated on the Purchase Order, exclusive of VAT (if applicable);

- k) "Services" means all services and/or performance of works or professional services that the Buyer agrees to buy from the Supplier, as set out in the Purchase Order;
- l) "Contract" means the contract between the Buyer and the Supplier/Seller consisting of the Purchase Order, these General Terms and Conditions and any other documents (or parts thereof) specified in the Purchase Order.
- m) "writing" includes facsimile transmission and electronic mail, providing that the electronic mail is acknowledged and confirmed as being received.

2. Terms and Conditions

2.1 In the absence of a signed agreement between the Buyer and the Supplier for the purchase of particular Goods and/or Services, these Terms and Conditions shall apply to all the purchase of such Goods and/or Services by the Buyer from the Supplier to the exclusion of all other terms and conditions, including any terms and conditions which the supplier may purport to apply under any sales offer or similar document.

2.2 Dispatch or delivery of the Goods or Services by the Supplier to the Buyer shall be deemed conclusive evidence of the Supplier's acceptance of these Terms and Conditions.

2.3 Any variation to these Terms and Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Buyer. The Purchase Order, these Terms and Conditions and any special terms and conditions shall form the entire agreement between the Buyer and the Supplier in relation to the purchase of the Goods and/or Services.

3. Price and Payment

3.1 Unless otherwise agreed, the Price is:

- 3.1.1 that stated on the Purchase Order;
- 3.1.2 exclusive of UK VAT;
- 3.1.3 inclusive of any other taxes payable;
- 3.1.4 inclusive of cost of delivery to the delivery address specified by the Buyer and of standard packaging suitable for the means of delivery and any customs or import/export duties;
- 3.1.5 fixed; and
- 3.1.6 In the currency agreed between the Buyer and the Supplier, and if no currency has been agreed, in GB Pound Sterling.

3.2 A valid VAT invoice in respect of the Price shall be produced to the Buyer by the Supplier. Unless otherwise agreed in writing by the Buyer the invoice may only be submitted and dated after completed delivery of the relevant Goods or completed performance of the relevant Services. The invoice shall not be valid unless it states the Invoice Address, the Buyer's Purchase Order number, the Supplier's VAT number, the net amount due.

3.3 Payment shall, unless otherwise agreed and specified on the face of the Purchase Order, be due within 30 days of the date of the invoice or the date of receipt by the Buyer of correct invoice documentation or satisfactory delivery of the goods or services whichever is the later. All payments are made by BACS.

3.4 The Supplier shall not be entitled to vary the Price without the prior written consent of the Buyer.

4. Warranty

4.1 Unless otherwise agreed, the supplier warrants to the Buyer, and it is a condition of the agreement between the Supplier and the Buyer that the Goods themselves and the sale/performance of the Goods and Services shall:

- 4.1.1 comply with any specification and any drawings, descriptions or samples supplied prior to the Purchase Order and any requirements made by the Buyer;
- 4.1.2 be of satisfactory quality, safe and fit for their purpose and any Services shall be supplied with due care and skill;
- 4.1.3 Comply with all laws and industry standards applicable to the nature of Goods and Services supplied.

4.2 Without prejudice to clause

4.2 and any other rights of the Buyer, the Supplier warrants that the Goods and Services shall continue to comply with clauses 4.1.1 and 4.1.2 until (i) 3 (three) months from the date of completed delivery of the Goods and Services or (ii) 3 (three) months after they are put into use (whichever is the sooner) and if they do not so comply the Supplier shall at its cost, within 14 days remedy the defect in the Goods and/or Services or replace the Goods

4.3 The Buyer may without prejudice to its other remedies, within 3 (three) months of completed delivery at the Supplier's cost (including freight) reject, in whole or in part, Goods which do not comply with these Terms and Conditions. The Buyer shall not be deemed to have accepted the Goods on receipt. The signature of representative of the Buyer on delivery is only evidence of the number of packages and/or Services received and not that they comply with these Terms and Conditions.

4.4 Where the Goods are repaired or replaced in terms of clause 3.2 the Supplier warrants those repaired or replaced Goods for a further period of 3 (three) months from the date of repair or replacement.

5. Delivery of Goods and/or Performance of Services

5.1 Delivery of the Goods and/or Services shall be made to the Buyer's address on the date specified in the Purchase Order during normal business hours, unless previously arranged otherwise. Time shall be of the essence in this respect and the Buyer is entitled to cancel, without notice, the whole or any part of the Purchase Order if this Clause is not adhered to by the Supplier.

5.2 The Services (if applicable) shall be performed in a professional manner to the satisfaction of the Buyer. If any part of the Suppliers Goods and Services is found to be inadequate or in any way differing from the Contract, other than as a result of default or negligence on the part of the Buyer, the Supplier shall at its own expense reschedule and perform the work correctly within such reasonable time as may be specified.

5.3 Where the Buyer cancels the whole or part of the Purchase Order in accordance with clause 5.1:

- 5.3.1 all sums payable by the Buyer in relation to the whole or part of the Purchase Order cancelled shall cease to become payable;
- 5.3.2 All sums paid by the Buyer in relation to the whole or part of the Purchase Order cancelled shall be repaid by the Supplier.

5.4 The Supplier shall not without the Buyer's written consent subcontract the supply of Goods and/or performance of the Services under these Terms and Conditions.

6. Inspection of Goods and/or Services

6.1 The Buyer shall inspect the Goods or Services upon delivery. Where Goods and/or Services are damaged the Buyer shall notify the Supplier. The Buyer may reject the damaged goods and/or Services and the following provisions shall apply:

- 6.1.1 the Supplier shall collect the damaged Goods from the Buyer at the Supplier's expense;
- 6.1.2 all sums payable by the Buyer in relation to the damaged Goods and/or Services shall cease to become payable;
- 6.1.3 All sums paid by the Buyer in relation to the damaged Goods and/or Services shall be repaid by the Supplier.

6.2 Where there is an excess of Goods in relation to the Purchase Order the Buyer may reject the excess Goods by notice in writing to the Supplier and the following provisions shall apply:

- 6.2.1 the Supplier shall collect the excess Goods from the Buyer at the Supplier's expense;
- 6.2.2 No sum shall be due to the Supplier for the excess Goods and in the event that sums are paid to the Supplier for the excess Goods, the Supplier shall repay such sums to the Buyer immediately.

6.3 The Buyer may accept excess Goods by notifying the Supplier of such acceptance and the price of the excess Goods shall be payable by the Buyer in accordance with clause 3.

6.4 The Supplier shall repair or replace free of charge, Goods damaged or lost in transit upon receiving Notice to that effect from the Buyer.

7. Training

7.1 Where indicated in the specification, the contract shall include the instruction of the buyer's personnel in the use and maintenance of the goods and such instruction and where applicable shall be in accordance with the requirements detailed in the specification.

8. Disruption

8.1 The Supplier shall take reasonable care to ensure that in the performance of its obligations under the contract it does not disrupt the operations of the College, its employees or any other Supplier/Contractor employed.

9. Responsibility for Information

9.1 The supplier shall be responsible for any errors or omissions in any drawings, calculations, packaging details or other particulars supplied by him, whether such information has been approved by the Buyer or not, provided that such errors or omissions are not due to inaccurate information furnished in Writing by the Buyer.

10. Title and Risk

10.1 The title and risk in the Goods and/or Services shall remain with the supplier until they are delivered at the point specified by the Buyer in the Purchase Order or any other relevant document, and transferred to the Buyer's possession, at which time title and risk in the Goods and/or Services shall transfer to the Buyer.

11. Force Majeure

11.1 Neither party shall be liable or deemed to be in default on account of any delay in delivery or the performance of any other act under this contract due to circumstances which could not have been contemplated and which are beyond the party's reasonable control, provided that the party claiming hereunder shall notify the other as soon as possible of the cause and probable duration of the delay or non-performance and shall minimize the effects of such a delay or non-performance. If a delivery by the supplier, or an acceptance by the Buyer of a delivery is delayed or prevented for any reason beyond the reasonable control of either party the buyer reserves the right (without prejudice to any right or remedy available to it) to defer the delivery date or suspend, modify or cancel the affected Contract.

12. Labelling and Packaging

12.1 All goods shall be packaged and marked in a proper manner in accordance with the buyer's instructions and any statutory requirements and any requirements of the carriers. In particular the goods will be marked with the contract /reference number and the net, gross and weights, the name of the contents shall be clearly marked on each container and all containers of hazardous goods and all documents relating shall bear prominent and adequate warnings.

12.2 Hazardous Goods must be marked by the supplier with international Danger Symbol(s) and display the name of the material in English. Transport and other documents must include declaration of the hazard and name of the material in English. Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. The supplier shall observe the requirements of UK and international laws, regulations and agreements relating to the packing, labelling and carriage of hazardous Goods.

12.3 All information known, held by, or reasonably available to, the supplier regarding any potential hazards known or believed to exist in transport, handling or use of the goods supplied shall be promptly communicated to the Buyer.

13. Health and Safety

13.1 All goods and the provision of all services will meet the safety requirements of the Health and Safety at Work Act 1974 and all other comparable legislation such as the Regulatory Reform (Fire Safety) Order 2005, comply with any statutory re-enactments or modifications thereof in relation to subsequent English or European Community legislation and be aligned to relevant good industry practice.

13.2 Building work Contracts involving structural alterations or maintenance to the fabric of any college building are subject to special terms and conditions and such contracts shall not be undertaken on any other basis. The relevant terms and conditions may be obtained from the Colleges Estates Officer.

13.3 Health and Safety during provision and delivery of Goods and, or Services

(i) The supplier shall comply at all times with the college safety policy and shall indemnify and keep the College indemnified against all liability incurred by the college for breach of its statutory obligations under the Health and safety at Work Act 1974 or otherwise arising out of any failure by the Supplier so to comply.

(ii) The Supplier shall be deemed to have notice of the College safety policy. The College safety document may be viewed during normal College working hours and a copy is usually available upon application to the Occupational Health and Safety Service.

(iii) The College will not accept any liability for the cost incurred by the Supplier in complying with the College safety policy. Any such costs shall be deemed to be included in the Supplier's estimate or tender.

(iv) The Supplier is advised that the work of a number of the academic departments in the College involves activities which are potentially hazardous to health and safety unless appropriate precautions are taken. The area where these activities will take place, all of which are clearly indicated, should not therefore be entered by anyone unless accompanied by an authorised employee of the College who will arrange the provision of safety equipment where necessary.

(v) The supplier shall provide all necessary safety equipment and protective clothing for their employees or agents as the case may be, and shall ensure that such employees or agents so conduct their activities as not to prejudice the health and safety of personnel of the Buyer or Supplier or of third parties on the Buyer's premises. In particular he shall ensure that such employees or agents at all times make use of any and all safety equipment and protective clothing which may be provided by the Buyer or the Supplier for their use.

The supplier shall promptly notify the buyer of any health and safety hazards which may arise in connection with the performance of its services.

13.4 The supplier shall notify the buyer immediately in the event of any incident occurring in the performance of its obligations on the premises where the incident causes any personal injury or damage to property. The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work Act 1974) is made available to the buyer on request.

14. Security

14.1 The College shall be responsible for maintaining the Security of its premises in accordance with its standard security requirements. The Supplier shall comply with all security requirements while on the premises, and shall ensure that their entire staff comply with such requirements.

14.2 The College may refuse to admit onto, or withdraw permission to remain on the premises: Any member of the Suppliers staff; or any person employed or engaged by any member of the Suppliers staff Whose admission or continued presence would in the reasonable opinion of the buyer be undesirable

14.3 The decision of the College as to whether any person is to be refused access to its premises and as to whether the Supplier has failed to comply with the contract shall be final and conclusive.

15. Sustainability

15.1 The Contractor shall, when working on the Premises, perform its obligations under the Contract in accordance with the buyers environmental policy, which is to conserve energy, water, wood, paper and other resources, reduce waste and phase out the use of ozone depleting substances and minimise the release of greenhouse gases, volatile organic compounds and other substances damaging to health and the environment.

16. Patent Rights

16.1 The supplier will indemnify the Buyer against any claim or infringement of patents, designs, trademarks, service marks or copyright (whether any of the same are registered or not) arising from the use of the Goods or provision of Services supplied by the supplier to the Buyer and against all expenses, costs and damages which the Buyer may incur in any action for such infringement or for which the Buyer may become liable in any such action, provided always that this indemnity shall not apply to any infringement which is due to the supplier having followed a design or instruction furnished or given by the Buyer. Provided also that this indemnity is conditional on the Buyer giving to the supplier notice in Writing of any claim being made or action threatened or brought against the Buyer and on the Buyer permitting the supplier at the suppliers own expense to conduct any litigation that may ensue and all negotiations for a settlement of the claim.

16.2 In the event of any claim for infringement the Buyer may (But shall not be obliged to) require the Supplier at the supplier's expense to either procure for the Buyer the right to continue using the Goods or replace them with non-infringing Goods or modify the Goods or Service so they become non-Infringing provided always that the standard and quality of the goods or Service is not adversely affected.

17. Insurance and Indemnity

17.1 The Supplier shall indemnify the Buyer fully against all liabilities, damages, claims, proceedings, actions, costs, losses, expenses and any other liabilities incurred or paid by the Buyer which may arise out of, or in consequence of the supply, installation and/or commissioning of goods/services, or the performance or non-performance of obligations under the contract or the presence of the contract or any staff on the premises.

17.2 The Supplier shall, if required by the Buyer, insure with reputable insurance company its liabilities under this Contract for a minimum of two million pounds (£2,000,000) sterling per event and if so required at any time produce the policy of insurance and the receipt for the current premium to the Buyer for its inspection. The supplier agrees that any monies received by the supplier from the Insurance Company in full or part settlement of a claim arising out of this Contract and paid by or due to the Buyer shall be paid immediately to the Buyer without set-off or counter claim.

17.3 Any limitation, monetary or otherwise, in such policy shall not be construed as a limitation on the Supplier's liability and the Supplier shall notwithstanding such limitation remain liable in full for the matters and to the extent not covered by the policy. The Supplier cannot exclude liability for additional operational, administrative costs and/or expenses or wasted expenditure resulting from the direct default of the Supplier

17.4 The Supplier will provide the buyer, before any goods are supplied or services undertaken, with a photocopy of all relevant insurance certificates.

17.5 The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Suppliers performance of its obligations under the contract. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the duration of the contract period and for a minimum of 6 (six) years following the expiration or earlier termination of the contract.

17.6 The Supplier shall hold Employer's Liability insurance in respect of its Staff in accordance with any legal requirement from time to time in force.

17.7 The Supplier shall give the buyer, on request, copies of all insurance policies or a broker's verification of insurance to demonstrate that the appropriate cover is in place, together with receipts or other evidence of payment of the latest premiums due under those policies on request. If, for whatever reason, the Supplier fails to give effect to and maintain the insurances required by the provisions of the contract the buyer may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Supplier.

17.8 The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under the contract. It shall be the responsibility of the Supplier to determine the amount of insurance cover that will be adequate to enable the Supplier to satisfy any liability referred to in

18. Confidentiality

18.1 All plans, drawings, designs or specifications supplied by the Buyer to the Supplier shall remain the exclusive property of, and shall be returned to the Buyer on completion of the Contract and shall not be

copied, and no information relating to the Goods or the Services shall be disclosed to any third party, except as required for the propose of this Contract.

18.2 No photographs of any of the Buyers equipment, installations or property shall be taken without the Buyers prior consent in writing. The Supplier shall keep secret and shall not diverge to any third party (except sub-contractors accepting a like obligation of secrecy and then only to the extent necessary for the performance of the sub-contract) all information given by the Buyer in connection with the Contract or which becomes known to the Supplier through his performance of the Contract or use the same other than for the purpose of executing the Contract.

18.3 The Supplier shall not mention the Buyers name in connection with the Contract or disclose the existence of the Contract in any publicity material or other similar communications to third parties without the Buyers prior consent in writing,

19. Collusion

19.1 If the Supplier shall have offered, or given, or agreed to give to any person any gift or consideration of any kind as an inducement or reward in relation to the Contract, or any Contract with the Buyer, the Buyer shall be entitled to terminate the contract and without prejudice to any accrued rights or remedies recover from the Supplier the amount of loss resulting from such termination.

20. Termination

20.1 If the Supplier commits any breach in the General Terms and Conditions of the Contract or if he shall die or become bankrupt or insolvent or having a receiving order made against him or being a company, enter into liquidation, whether compulsory or voluntarily (except for the purpose of amalgamation or reconstruction), or have an administrative receiver appointed or an administration order made against it or if execution is levied against the Suppliers Goods or Assets, the Buyer may fore with by notice in writing at any time, terminate the Contract, but such termination shall be without prejudice to any rights or remedies of the Buyer subsisting at the time thereof.

21. Equal Opportunities and Safeguarding

21.1 Supplier shall take all reasonable steps to secure the observance of the provision and scope of all current legislation with regard to Race relations; Sex Discrimination; Disabled Persons Employment and Equal Pay for all Servants, employees or agents of Supplier and all sub-contractors employed in the execution of the contract. The Buyer has certain duties to safeguard young people and vulnerable adults and as such will place requirements on the Suppliers Staff or subcontractors or agents working on the Buyers sites. The Supplier will ensure compliance with such requirements at all times.

22. Notices

22.1 Any notice to be given under these General Terms and Conditions may be delivered, or be sent by First Class pre-paid post addressed to the party to be served at the address for such party of may be transmitted by telex or by telefax to the telex or telefax numbers of the party to be served.

22.2 Notices served by post shall be deemed served 48 hours after posting, notices served by telex shall deemed served 24 hours after the recipients telex machines shall have acknowledged receipt and notices served by telefax shall be deemed served after the recipients telefax machine shall have acknowledged receipt.

23. Escrow

23.1 Where Computer software is to be supplied as part of the fulfilment of this contract, a condition of contract shall be the setting up of an ESCROW agreement(an agreement between the supplier, the College and the National Computing Centre (NCC) or other independent body as agreed between the Buyer and the Supplier, concerning the deposit and release of source codes of the supplier software attached to the license) in a form acceptable to the College unless these source codes are also provided to the College as part of the fulfilment of this contract. The Supplier may submit an alternative proposal ensuring that the College has unhindered access to source code in the event that the Supplier is unable to meet its obligation under the contract with respect to software upgrades or software maintenance, regardless of the legal status of the supplier at that time.

23.2 Before any goods are supplied or services undertaken, the Supplier will provide the Buyer with signed evidence from the said independent body stating that they are holding the source code and that this will be available to the College upon demand.

24. Intellectual Property Rights

24.1 If a member of the College staff either intentionally or unintentionally contributes towards the development of any commercial enterprise, the College shall be entitled (subject to negotiation between the Buyer and Supplier) to a percentage of any ensuing Intellectual Property Rights.

25. Freedom of Information

25.1 The College is a Public Authority within the meaning of the Freedom of Information Act 2000. Information received from the Supplier may be made available on demand in accordance with the Freedom of Information Act 2000 26. Law 26.1 This contract shall be subject to English Law and the exclusive jurisdiction of the English courts.