

## **TERMS AND CONDITIONS OF PURCHASE**

### **1. GENERAL**

DERBY COLLEGE and ROUNDHOUSE EVENTS (Trading name of MACKWORTH BUSINESS SERVICES LTD) operates a 'no purchase order, no payment' policy and therefore a purchase order number must be quoted in full on all delivery notes and invoices, which must also show the date of delivery and the address to which the goods have been delivered.

### **2. INDEMNITY**

Supplier shall at all times indemnify and hold DERBY COLLEGE and ROUNDHOUSE EVENTS and its associated or subsidiary companies harmless from and against any and all claims, demands and/or proceedings in respect of death or injury to any person or loss of or damage to any property occasioned by or arising out of or in consequence of (i) the performance or non-performance by Supplier of the order or (ii) the sale, use or possession of the goods and further against any costs, charges or expenses occasioned to DERBY COLLEGE and ROUNDHOUSE EVENTS or its associated or subsidiary companies as a result thereof provided always that Supplier shall not be bound to indemnify as aforesaid if the death, injury, loss or damage in question was caused solely by wrongful acts or omissions of any of those indemnified.

### **3. CANCELLATION AND TERMINATION**

DERBY COLLEGE and ROUNDHOUSE EVENTS reserves the right at any time to cancel or revoke the work called for under this order. DERBY COLLEGE and ROUNDHOUSE EVENTS' sole obligation arising from such cancellation or revocation shall be to indemnify Supplier for costs reasonably incurred, which in any event shall be mitigated to the maximum possible extent by Supplier. If at any time it appears to DERBY COLLEGE and ROUNDHOUSE EVENTS that Supplier has breached or defaulted in the terms of this agreement or such breach or default is likely to occur, DERBY COLLEGE and ROUNDHOUSE EVENTS may, without prejudice to any other rights, terminate this order forthwith by notice in writing.

### **4. INSPECTION**

Any item received and found on inspection by DERBY COLLEGE and ROUNDHOUSE EVENTS to be either damaged and/or in any way failing to meet the specification or otherwise unsuitable, will not be deemed to have been accepted as being in conformance with this order and will be returned to the Supplier for replacement at the Suppliers risk and expense without prejudice to any other rights which DERBY COLLEGE and ROUNDHOUSE EVENTS may have.

The onus is on the Supplier to ensure that the goods/materials specified/supplied are suitable for the purpose for which they are intended.

### **5. PRICE**

The price shown on DERBY COLLEGE and ROUNDHOUSE EVENTS order shall be fixed for the duration of the contract unless expressly varied in writing by DERBY COLLEGE and ROUNDHOUSE EVENTS.

### **6. PAYMENT TERMS**

DERBY COLLEGE and ROUNDHOUSE EVENTS' payment terms are 30 days from receipt of a valid accurate invoice. The invoice must clearly show a valid College purchase order number, along with any quotation or contract references. It must also show VAT separately and include the supplier's VAT registration number.

### **7. DELIVERY POINT**

The price shown on DERBY COLLEGE and ROUNDHOUSE EVENTS order will include delivery to a specified location.

## 8. DELIVERY

The time(s) of delivery specified in this order is of the essence of this contract and no acts of DERBY COLLEGE and ROUNDHOUSE EVENTS including without limitation, acceptance of late deliveries shall constitute waiver of this provision, and the material shall be delivered in accordance with this order at such time as is specified therein.

## 9. ACCEPTANCE

In the case of material delivered by Supplier not being of the stipulated quality, quantity or measurement, DERBY COLLEGE and ROUNDHOUSE EVENTS shall have the power to reject any such materials and to purchase substitute quantities elsewhere, as nearly as practicable to the same specification and condition as circumstances shall admit, and any extra expense items incurred shall be paid by Supplier to DERBY COLLEGE and ROUNDHOUSE EVENTS. Payment shall not prejudice DERBY COLLEGE and ROUNDHOUSE EVENTS reserve the right of rejection.

## 10. PASSING OF PROPERTY AND RISK TO BUYER

The property and risk in the materials shall remain with the Supplier until they are delivered and signed for by DERBY COLLEGE and ROUNDHOUSE EVENTS' representative at the point on our order at which point property and risk will pass to DERBY COLLEGE and ROUNDHOUSE EVENTS.

## 11. PROPER LAW

The conditions and the contract between the parties shall be construed and applied in accordance with the law of England and the English Courts shall have sole jurisdiction in any dispute thereto, Sections 12-15 of the Sale of Goods Act 1979 shall apply and no exclusions thereof shall be agreed.

## 12. BRIBERY AND CORRUPTION

DERBY COLLEGE AND ROUNDHOUSE EVENTS is committed to the highest standards of ethical conduct and integrity in its business activities in the UK and overseas and operates a clear Policy which outlines the College's position on preventing and prohibiting bribery, in accordance with the Bribery Act 2010. The College will not tolerate any form of bribery by, or of, its employees, agents or consultants or any person or body acting on its behalf. College Governors and Managers are committed to maintaining effective measures to prevent, monitor and eliminate bribery.

Notwithstanding the provisions for termination which are made within this agreement/contract, if any employee or representative of your Company is found to have offered any form of bribe to any employee of the College, the College reserves the right to terminate this agreement/contract with immediate effect.

## 13. COSHH REGULATIONS

In accordance with the COSHH Regulations 1988 you should supply a copy of the data hazard sheet to support all substances supplied as a result of this order.

## 14. SITE ATTENDANCE

If this order relates to the necessity of a contractor coming onto DERBY COLLEGE AND ROUNDHOUSE EVENTS' site, the contractor's representative should report to the College's main reception upon commencement of the work and agree to abide by the College's health and safety policy and codes of practice.

**Authorised Signatory:** \_\_\_\_\_ **Job Title:** \_\_\_\_\_

(E.g. Owner, Director, Company Secretary)

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Company Name:** \_\_\_\_\_