

## Terms and Conditions of Purchase

### 1. GENERAL

FURNESS COLLEGE operates a 'no purchase order, no payment' policy consequently Purchase Orders must be quoted in full on all invoices and credit notes sent to FURNESS COLLEGE.

### 2. THE CONTRACT

The Purchase Order constitutes FURNESS COLLEGE's offer to the Supplier and shall become a binding contract on the terms and conditions set out below.

The Contract shall expressly exclude the Supplier's conditions of sale however these are purported by the Supplier to apply. Delivery of Goods in response to a Purchase Order or Order Amendment shall be taken by FURNESS COLLEGE that the Supplier have accepted the terms and conditions of this Contract.

### 3. CORRESPONDENCE

All communication between the Supplier and FURNESS COLLEGE must be made in writing. FURNESS COLLEGE will address any correspondence to the registered address of the Supplier, while the Supplier must post to Finance Department, FURNESS COLLEGE, Channelside, Barrow-in-Furness, Cumbria LA14 2PJ.

### 4. PRICE

The price shown on FURNESS COLLEGE'S Purchase Order shall be fixed for the duration of the contract unless notice is given in writing. The price shall include storage, packing, insurance, delivery, installation and commissioning (as applicable) and will include VAT where applicable.

### 5. ORDER AMENDMENTS/VARIATIONS

Before delivery, FURNESS COLLEGE will have the right to amend or vary the contract in writing. If this will cause a change in price or delivery date, then the Supplier must notify FURNESS COLLEGE without delay stating new price calculations and delivery dates.

Should the Supplier wish make amendments to this Order, the Supplier should confirm in writing the proposed amendment stating reasons as to why these have occurred.

Unless an amended Purchase Order is issued, the Supplier must not assume acceptance has been given. The Supplier must allow at least 5 working days for FURNESS COLLEGE to consider any new price or delivery dates and to confirm/decline in writing.

### 6. CANCELTION AND TERMINATION

FURNESS COLLEGE reserves the right at any time to cancel the Goods/Services requested on this order. FURNESS COLLEGE's sole obligation arising from such cancellation shall be to indemnify Supplier for costs **reasonably** incurred to the maximum of amount stated on this Order. If it appears the Supplier has breached/defaulted the terms and conditions/such breach or default is likely to occur, FURNESS COLLEGE reserves the right to terminate the requested order immediately by giving notice in means of writing.

If the Supplier fails to submit a termination claim within one month of cancellation then FURNESS COLLEGE shall have no further liability under the Contract.

FURNESS COLLEGE also reserves the right to terminate this contract should the Supplier:

- a) The Supplier becomes insolvent
- b) The Supplier changes ownership
- c) The Supplier or their representatives be convicted of a criminal offence
- d) There is genuine belief that there is a risk that reputational damage to FURNESS COLLEGE will occur as a result of the Contract continuing.

### 7. INVOICE

On delivery of the goods/services stated on this invoice, the Supplier must post/email their invoice to FURNESS COLLEGE, addressing it for the attention of the Finance Department and detailing the Goods/Services payment is required for (including quotation/contract number if applicable), an official Order number to cover the invoice, delivery date, invoice number and invoice date.

FURNESS COLLEGE **will not** pay Pro-Forma invoices nor make payment up front for any goods/services, unless prior approval has been given by the Deputy Principal of Finance and Resources.

*Acting on an Order without having the necessary official Order number will result in the Supplier's invoice being returned without payment as FURNESS COLLEGE accepts no liability for orders placed without the necessary official purchase order.*

### 8. PAYMENT TERMS

FURNESS COLLEGE's payment terms are **30 days** from receipt of a valid and accurate invoice and FURNESS COLLEGE will "reasonably endeavour" to meet these terms.

FURNESS COLLEGE reserve the right to withhold payment of the invoice without payment of interest, where the Supplier has either failed to deliver the Goods/Services at all or in FURNESS COLLEGE's reasonable opinion the Goods/Services are unsatisfactory. Upon the delivery of Goods/Services to our satisfaction, the invoice will be paid on the next payment run.

**9. E-PROCUREMENT (GOVERNMENT PROCUREMENT CARDS)**

The Supplier is considered a regular supplier and so under no circumstances should they accept a Government Procurement Card as method of payment. Orders and payments must follow the correct purchasing procedures whereby Supplier invoices are recorded on the Purchase Ledger and are paid by BACS.

**10. INDEMNITY**

The Supplier shall at all times indemnify and hold FURNESS COLLEGE 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 the performance or non-performance by Supplier of the order or the sale, use or possession of the goods and further against any costs, charges or expenses occasioned to FURNESS COLLEGE.

However, the Supplier shall not be bound to indemnify as above if the death, injury, loss or damage in question was caused solely by wrongful acts or omissions of any of those indemnified.

**11. INSPECTION**

On Inspection, any item received and found by FURNESS COLLEGE to be either damaged and/or failing to meet the specification or is otherwise unsuitable for the purpose intended, will be deemed as unacceptable and will be returned to the Supplier for replacement at the Suppliers risk and expense without prejudice to any other rights which FURNESS COLLEGE may have. Suppliers have the responsibility to ensure that Goods/Services are fit and suitable for the purpose that they are intended.

**12. DELIVERY POINT**

All goods must be delivered to FURNESS COLLEGE, Channelside, Barrow-in-Furness, Cumbria LA14 2PJ unless stated on the Purchase Order.

**13. DELIVERY (INCLUDING LATE DELIVERIES)**

FURNESS COLLEGE expects orders to be delivered to the address and by the date expressed by the Supplier which is given on this Purchase Order.

If the Supplier expects Goods/Services to be received by FURNESS COLLEGE later than the date originally given, the Supplier must inform FURNESS COLLEGE in writing stating a new proposed delivery date to which FURNESS COLLEGE reserves the right to accept or decline. In declining the new proposed date, FURNESS COLLEGE will not be liable for any costs incurred by the Supplier as this will be treated as a breach of contract on the Supplier's part and FURNESS COLLEGE may also return for full credit and at the Supplier's expense any Goods/Services which in FURNESS COLLEGE's opinion cannot be used owing to this cancellation.

**14. ACCEPTANCE**

Should Goods/Services be delivered that do not meet specification stipulated, FURNESS COLLEGE shall have the power to reject the Goods/Services delivered and to purchase substitutes to the same specification from elsewhere and any extra expense incurred by FURNESS COLLEGE in doing so shall be paid by the Supplier to FURNESS COLLEGE.

**15. PROPERTY AND RISK**

The Supplier shall bear all risks of loss or damage to the Goods until they have been delivered and shall insure accordingly until the day of delivery whereby a FURNESS COLLEGE representative will sign for the goods at this point the property and risk is passed onto FURNESS COLLEGE.

If FURNESS COLLEGE make any stage payments in accordance with this Order at the time such payment is made the Supplier must immediately mark the Goods as FURNESS COLLEGE's property.

**16. BRIBERY AND CORRUPTION**

FURNESS COLLEGE has a clear policy on preventing and prohibiting bribery, in accordance with the Bribery Act 2010 and will not tolerate any form of bribery by/of any FURNESS COLLEGE representative.

FURNESS COLLEGE reserves the right to terminate this agreement/contract if any FURNESS COLLEGE representative is found to have been offered any form of bribe by any member of the Supplier's company

**17. COSHH REGULATIONS**

FURNESS COLLEGE requires the Supplier to supply a copy of the data hazard sheet in accordance with the COSHH Regulations 1988, should the Supplier supply FURNESS COLLEGE with any COSHH regulated substances.

**18. USER MANUALS AND TRAINING**

The Supplier will provide FURNESS COLLEGE with the necessary user manuals/personnel training (cost to be included in the quote price) and will be responsible for dually informing FURNESS COLLEGE of any updates/replacement manuals that may be created after the acceptance date. The Supplier is expected to provide updates/replacements at a reasonable price upon receipt of FURNESS COLLEGE's written instructions.

**19. SITE ATTENDANCE**

If a site visit is applicable to this Purchase Order, all contractors must report to FURNESS COLLEGE reception on the day of visit.

Contractors must comply with all of FURNESS COLLEGE's health and safety policies and other policies and procedures.

**20. PROPER LAW**

This Order shall be subject to English Law and the jurisdiction of the English courts.