



East Midlands Chamber (Derbyshire, Nottinghamshire, Leicestershire)

Standard Conditions of Purchase

1 Interpretation

If a Framework Agreement exists between the Buyer and the Seller, the Contract shall comprise of the Purchase Order, and, in order of precedence, the Framework Agreement and these Standard Conditions of Purchase. For the avoidance of doubt, where any provisions in these Standard Conditions of Purchase conflict with any provisions in the Framework Agreement, the provisions set out in the Framework Agreement shall take precedence.

1.1 In these Conditions:

'BUYER' means the person so described in the Purchase Order.

'CONTRACT' means these UK Standard Conditions of Purchase set out in this document which shall apply to the purchase of Goods and/or Services by the Buyer from the Seller.

'DELIVERY ADDRESS' means the address for delivery of the Goods and/or the performance of the Services specified in the Purchase Order.

'DELIVERY DATE' means the date specified in the Purchase Order when the Goods are to be delivered and/or the performance of the Services is to commence.

'GOODS' means the goods (if any, including any installment of the goods or any part of them) specified in the Purchase Order.

'FRAMEWORK AGREEMENT' means any existing agreement specifically negotiated by the Buyer and Seller for the supply of Goods or Services as detailed in the Purchase Order.

'PURCHASE ORDER' means the Buyer's Purchase Order which forms part of this Contract.

'PRICE' means the price of the Goods and/or the charge for the Services.

'SELLER' means the person or entity so described in the Purchase Order who will provide the Goods and/or Services to the Buyer.

'SERVICES' means the services (if any) described in the Purchase Order.

'SPECIFICATION' includes any plans, drawings, data, designs, other documents including any invitation to tender, representations made by either party or other information relating to the provision of the Goods and/or Services.

1.2 Any reference in this Contract to a statute or statutory provision includes a reference to that statute or statutory provision as amended, re-enacted or extended from time to time.

1.3 The headings are for convenience only and shall not affect their interpretation or construction of the Contract.

8 Warranties and liability

8.1 It is a condition of this Contract and the Seller warrants that the Goods:

8.1.1 will be of satisfactory quality and fit for any purpose held out by the Seller or made known to the Seller;

8.1.2 will be free from any defects including but not limited to defects in design, material and workmanship;

8.1.3 will conform to any relevant Specification, the Purchase Order and any other specified criteria;

8.1.4 will comply with all express and implied warranties and conditions, statutory requirements and regulations relating to the sale of the Goods.

8.2 It is a condition of this Contract and the Seller warrants that the Services will be performed by appropriately qualified and trained personnel, with reasonable skill and care and in a timely and professional manner.

8.3 Without prejudice to any other remedy, if any Goods and/or Services are not supplied or performed in accordance with the Contract, then the Buyer shall be entitled at its sole option:

8.3.1 to require the Seller to repair the Goods or to supply replacement Goods and/or Services in accordance with the Contract within 7 days; or

8.3.2 whether or not the Buyer has previously required the Seller to repair the Goods or to supply any replacement Goods and/or Services, to terminate either the relevant Purchase Order or the entire Contract and require the immediate repayment of any part of the Price which has been paid.

8.4 The Seller shall indemnify the Buyer in full against all liability, loss, damages, costs and expenses (including legal expenses on an indemnity basis) awarded against, incurred, suffered or paid by the Buyer as a result of or in connection with:

8.4.1 breach of any warranty or condition given by the Seller in relation to the Goods and/or Services;

8.4.2 any claim that the Goods or results of the Services infringe, or their importation, use or resale, infringes, the intellectual property rights of any other person, except

to the extent that the claim arises from the Seller's compliance with any Specification supplied by the Buyer;

8.4.3 any liability under the Consumer Protection Act 1987;

8.4.4 any act or omission of the Seller or its officers, employees, agents or sub-contractors in supplying, delivering and installing the Goods and/or performing of the Services;

8.4.5 any act or omission of any of the Seller's personnel in connection with

1.4 The singular shall include the plural and vice versa and reference to persons shall include reference to legal persons as well as to natural persons.

2 Basis of purchase

2.1 The Purchase Order constitutes an offer by the Buyer to purchase Goods and/or Services from the Seller subject to the terms of this Contract.

2.2 This contract shall apply to the purchase of Goods and/or Services by the Buyer from the Seller and no other standard terms and conditions shall apply or take precedence.

2.3 Any variation to this Contract must be agreed in writing between the Buyer and the Seller.

3 Specifications

3.1 The Seller shall provide the Goods and/or Services in accordance with the quantity, quality, description and other criteria set out in the Purchase Order and any applicable Specifications in accordance with this Contract.

3.2 The Buyer shall be entitled to inspect and test the Goods to its satisfaction prior to delivery and acceptance.

3.3 The Specification, Goods and/or results of the Services and all intellectual property rights in the same, shall vest in and be owned by the Buyer. The Seller hereby assigns all such intellectual property rights to the Buyer absolutely and agrees to do all such acts and execute all such documents as may be required by the Buyer to perfect the Buyer's ownership of such intellectual property rights. To the extent that the Seller is a licensee or is not able to assign the intellectual property rights to the Buyer absolutely, it shall procure for the Buyer the unrestricted right to use the Goods and/or Services and any results of the same. The Seller shall not disclose the Specification to any third party without the prior consent of the Buyer.

4 Price of the goods and services

4.1 The Price of the Goods and/or the Services shall be as stated in the Purchase Order and, unless otherwise so stated, shall be:

4.1.1 exclusive of any applicable value added tax (which shall be payable by the Buyer subject to receipt of a valid VAT invoice); and

4.1.2 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Delivery Address and any duties, imposts or levies other than value added tax and expenses payable in respect of or referable to the Goods and/or Services.

4.2 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of the Buyer.

4.3 The Buyer shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Seller.

5 Terms of payment

5.1 In consideration of the provision of the Goods and/or Services by the Seller

the performance of the Services.

8.5 Neither the Seller nor the Buyer shall be liable to the other for any delay or failure to perform any of its obligations under the Contract if such failure or delay was beyond that party's reasonable control.

8.6 The Seller warrants that it shall comply in all respects with its obligations under the General Data Protection Regulation 2018.

8.7 The Seller shall keep confidential and not disclose to any third party any information disclosed to it by the Buyer. Information which shall be regarded as confidential shall include, but not be limited to, information whether technical, commercial, financial, or otherwise relating to the business, marketing activities and customers of the Buyer, as well as any information which from the circumstances in which it has been made available ought to be treated as confidential, and in whatever form, except that the Seller may disclose such information to its employees and professional advisors on a need to know basis or as required by law provided the Seller ensures that such persons are bound by the same obligations of confidentiality under this clause.

9 Termination

9.1 The Buyer shall be entitled to cancel the Purchase Order in respect of all or part only of the Goods and/or the Services by giving notice to the Seller at any time prior to delivery or completion of performance, in which event the Buyer's sole liability shall be to pay to the Seller such portion of the Price for the Goods and/or Services in respect of which the Buyer has exercised its right of cancellation, less the Seller's net saving of cost arising from cancellation.

9.2 The Buyer shall be entitled to terminate this Contract without liability to the Seller by giving notice to the Seller at any time if:

9.2.1 the Seller makes or proposes any voluntary arrangement with its creditors (within the meaning of the Insolvency Act 2015) or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purpose of amalgamation or reconstruction); or

9.2.2 an encumbrancer takes possession, or a receiver or administrative receiver is appointed, of any of the property or assets of the Seller; or

9.2.3 any distress or execution is levied on any of the Seller's property or other assets; or

9.2.4 the Seller ceases, or threatens to cease, to carry on business; or

9.2.5 the Buyer reasonably apprehends that any of the events mentioned above is about to occur in relation to the Seller and notifies the Seller accordingly.

9.3 Upon termination for whatever reason, the Seller shall immediately return to the Buyer materials,

in accordance with this Contract, the Seller shall be entitled to invoice the Buyer on or at any time after delivery of the Goods and/or performance of the Services, and each invoice shall quote the order number and be sent to the address on the Purchase Order.

5.2 The Buyer shall pay such invoices within 15 days after the end of the month of receipt of a valid invoice or after acceptance of the Goods or Services in question by the Buyer, or on the date specified in the Purchase Order, or as otherwise agreed by the Buyer in writing, whichever is the later. For the avoidance of doubt the date on any valid invoice shall only represent the tax point and have no influence upon the payment date.

5.3 The Buyer shall be entitled to set off against the Price any sums owed to the Buyer by the Seller.

6 Delivery and Performance

6.1 It is a condition of this Contract that the Goods shall be delivered to the Delivery Address on the Delivery Date and/or the Services shall be performed at such a place and within the period stated in the Purchase Order, in either case during the Buyer's usual business hours, or at such other time or between such other times as may be agreed by the parties. In the event that no such times are specified, then the Seller shall perform its obligations within a reasonable time.

6.2 Where the date of delivery of the Goods or of performance of the Services is to be specified after the placing of the Purchase Order, the Buyer shall give the Seller reasonable notice of the specified date.

6.3 A packing/delivery note quoting the number of the Purchase Order must accompany each delivery or consignment of the Goods and must be displayed prominently.

6.4 If the Goods are to be delivered, and/or the Services are to be performed, by installments, the Contract will be treated as a single contract and not severable.

6.5 The Buyer shall be entitled to reject any Goods delivered which are not in accordance with the Contract and shall not be deemed to have accepted any Goods until the Buyer has had a reasonable time to inspect them following delivery or within a reasonable time after any latent defect in the Goods has become apparent, whichever is the later.

6.6 The Seller shall supply the Buyer in good time with any instructions or other information required to enable the Buyer to accept delivery of the Goods and/or performance of the Services.

6.7 The Buyer shall not be obliged to return to the Seller any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Buyer.

7 Risk and Property

7.1 Risk of loss or damage to the Goods shall pass to the Buyer upon delivery at the delivery address in accordance with the Contract.

information or anything else provided by the Buyer to the Seller.

10 General

10.1 The Buyer is part of a group of companies and accordingly the Buyer may perform any of its obligations or exercise any of its rights hereunder by itself or on behalf of any other member of its group.

10.2 The Purchase Order is personal to the Seller and the Seller shall not assign or transfer or purport to assign or transfer to any other person this Contract or sub-contract any of its obligations under the Contract, except with the Buyer's prior written consent.

10.3 Any notice, agreement or consent under this Contract shall be in writing and may be sent by hand, first class pre-paid post, fax, or email and shall be deemed delivered if sent by hand when delivered, if sent by first class post 48 hours after posting, and if sent by fax or email when dispatched (provided a confirmatory copy is posted by first class post immediately). Notices shall be addressed to that other party at its registered office or principal place of business or such other address as either party shall notify to the other in accordance with this clause.

10.4 No waiver by the Buyer of any breach of the Contract by the Seller shall be considered as a waiver of any subsequent breach of the same or any other provision.

10.5 If any provision of this Contract is held by any competent authority to be illegal or unenforceable the other provisions of this Contract and the remainder of the provision in question shall remain in full force and effect.

10.6 The relationship of the parties shall be that of independent contractors and nothing in this Contract shall create the relationship of employee and employer, agency, partnership or joint venture between the parties.

10.7 The advent of Brexit shall not give either party grounds for termination under this Contract or be a cause for frustration of this Contract.

10.8 The Contract shall be governed by and interpreted in accordance with the laws of England and Wales and the parties agree to submit to the exclusive jurisdiction of the English courts.

