

This document sets out the Standard Terms and Conditions of Purchasing of the University of Hertfordshire which apply to all purchases made by the University unless a variation has been approved, in consultation with the Head of Procurement and in accordance with the University's Corporate Governance and Financial Regulations (UPR FR06)

**University of Hertfordshire
Conditions of Purchase**

1. Definitions For the purpose of these conditions the Buyer shall mean University of Hertfordshire and the Seller shall mean the person, firm, or corporation to whom the order is addressed.
2. Acceptance The Buyer shall not be liable for any order unless it is issued or confirmed on the Buyer's official order form.
3. Validity The Purchase Order is not valid unless it is signed by the Authorised representative of the Buyer.
4. Delivery Unless otherwise agreed in writing by the Buyer, any time or period given for delivery shall be of the essence. The opening hours of our Goods Inward are 08.30 to 16.00 hrs Monday to Thursday, 08.30 to 15.00 hrs Friday. Deliveries at weekends, and statutory holidays will not be accepted.
5. Invoices Invoices, clearly showing the Buyer's order number must be addressed for the attention of University of Hertfordshire at the Hatfield address shown on the front of the order. Invoices which omit this information may be returned to the Seller for correction before any payment is made.
6. Terms of Payment Nett payment shall be made at the end of the month following the month of receipt of acceptable invoice, unless otherwise specified on the front of this order.
7. Variation These Conditions shall have precedence over any Conditions appearing on any acceptance form, delivery form or other documents or letter emanating from the Seller, and such conditions shall have no effect whatsoever except insofar as they confirm the terms of the order. Neither the Buyer nor the Seller shall be bound by any variation, waiver or addition to these Conditions except as agreed by both parties in writing and signed on their behalf.
8. Passing of Property The property in the goods shall pass to the Buyer on payment of the invoice or as otherwise agreed without prejudice to any right or rejection of other right which may accrue to the Buyer or may have accrued to him under these Conditions or otherwise. Goods will remain at the risk of the Seller until they have been delivered into the possession of the Buyer or his nominee.
9. Inspection All items supplied under this order shall be received subject to the Buyer's right of inspection. If such items or any parts thereof are found to be defective in material or workmanship or do not otherwise accord with the Buyer's order, then the Buyer shall have the right to reject and return such items at the Seller's expense and no replacement or

substitution shall be made without the Buyer's written authorisation. All payments will be made without prejudice to the Buyer's rights should goods prove unsatisfactory or not be in accordance with the Buyer's order.

10. Cancellation a) The Buyer reserves the right at his sole option to cancel the order or any part thereof and will be entitled to reimbursement in respect of all loss and or expense which results directly or indirectly by reason of: i) Failure of the Seller to deliver, or delay by the Seller in delivering goods or services by the date agreed between the Seller and the Buyer. ii) Failure by the Seller to comply with the Buyer's written order for the goods or services. b) If the Seller becomes bankrupt or insolvent or has a receiving order made against him or compounds with his creditors or being a corporation commences to be wound up (other than for the purposes of reconstruction) then the Buyer shall be at liberty to: i) Cancel the order forthwith by written notice to the Seller, or ii) Give each receiver, liquidator or other person the option of carrying on with the order subject to his providing a guarantee for the due and faithful execution of the order up to an amount to be agreed.

11. Non-Assignment The assignment by the Seller of this order or any interest herein or any payment due or to become hereunder without the prior written consent of the Buyer shall be void.

12. Compliance with Laws The Seller shall comply with all statutes byelaws or orders and regulations applicable to and relating to goods and services supplied hereunder.

13. Guarantee The Seller shall replace, repair or make good, without cost to the Buyer any defects or faults arising within one year after the date of acceptance of items supplied hereunder resulting from imperfect or defective workmanship or services supplied by the Seller.

14. Alterations The Buyer may at any time, by notice in writing, alter the drawings, designs or specifications applicable to the goods or services supplied hereunder. If any such alterations affect the cost of manufacturing such items or the cost of furnishing such goods or services, written notice thereof shall be given to the Buyer immediately and the purchase price may be altered accordingly. Any alteration should be confirmed in writing by the Buyer.

15. Liability for Injury If the Seller is required under the terms of this order to perform any work on the Buyer's premises, the Seller agrees that the Seller shall be responsible for any damage or injury caused to any person or property, including the Buyer's offices, servants, employees and property, that occurs as a result of the default or negligence of the Seller, his agents, servants, employees

and property, in connection with the performance of such work, and that the Seller shall indemnify the Buyer against all or any liability arising from such work damage or injury. Before commencing such work, the Seller shall furnish, to the Buyer, a Certificate of Insurance showing that the Seller has taken out adequate liability and property damage Insurance and workman's compensation insurance.

16. Confidentiality All designs, drawings and specifications furnished by the Buyer to the Seller and any copyright therein remains the sole exclusive property of the Buyer and are to be treated as confidential. The Seller shall not, without prior written consent of the Buyer, subcontract the execution of the order or any part thereof to a third party.

17. Patents/Copyrights The Seller agrees to defend at his own expense any actions or other proceedings which may be brought against the Buyer, his successors or assigns, or against any person, firm or company selling or using any items supplied by the Seller to the Buyer under this order or arising from the sale or use of any items supplied hereunder in respect of the alleged infringement of any copyright, patent or registered design by reason of the sale or use of the items supplied hereunder, either alone or in connection with or in the manufacture by or on behalf of the Buyer or any product of the Buyer. The Seller hereby agrees that in any such action or other proceedings he will satisfy any judgement or other award made in respect of such infringement and will indemnify the Buyer against all costs, charges, claims and expenses, including legal fees, which may be incurred by the Buyer in relation to such actions or other proceedings.

18. Inducements The University/Company reserves the right, at its absolute discretion, to terminate any relationship or contract in cases where an inducement has been offered/accepted or where the University/ Company believes such an inducement has been offered and also where a matter has been declared which would make it inappropriate in the opinion of the University/ Company for the University/ Company to continue with relationship/ contracts.

19. Governing Law These conditions shall be construed in all respects in accordance with English Law. Nothing in these conditions shall prejudice any conditions or warranty (express or implied), representation, right or remedy to which the Buyer is entitled in relation to the goods ordered by virtue of statute or common law.

20. Arbitration Any dispute or difference of any kind whatsoever which arises or occurs between the parties in relation to anything or matter arising under, out of or in connection with these conditions or any subsequent agreement may be referred to

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Arbitration Rules of the Chartered Institute
of Arbitrators.