

**Standard Terms of Purchase**  
(to be read in conjunction with a completed Purchase Order)

1. **Definitions and Interpretation**
  - 1.1 The definitions in this paragraph 1 apply to this contract (unless the context requires otherwise).
    - 3.3 **"Confidential Information"** means information in whatever form (including written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) including trade secrets such as technical data and know-how or details of any suppliers, customers, students, agents, distributors, management or business contacts whether directly or indirectly, whether or not such information (if in anything other than oral form) is marked confidential);  
**"Items"** means any items set out in the Purchase Order;  
**"Items Description"** means any document or specification approved by the University detailing the Items;  
**"Purchase Order"** means the purchase order overleaf;  
**"Standard Terms of Purchase"** means this document.
    - 1.2 The words "including", "include", "for example", "in particular" and words of similar effect shall not limit the general effect of the words which precede them.
    - 1.3 Reference to any contract shall include that document as varied, supplemented or novated from time to time.
    - 1.4 Reference to any legislative provision shall be deemed to include any statutory instrument, by-law, regulation, rule, subordinate or delegated legislation or order and any rules and regulations which are made under it, and any subsequent re-enactment or amendment of the same.
  2. **Contract Formation**
    - 2.1 If this Purchase Order is issued under an Agreement between the Supplier and the University, the terms of that Agreement shall apply to this Purchase Order.
    - 2.2 In the absence of any other written terms of purchase confirmed by the University, these Standard Terms of Purchase shall apply to this Purchase Order. Therefore, subject to clause 2.1:
      - 2.2.1 these Standard Terms of Purchase shall apply to the sale of the Items by the Supplier to the University to the exclusion of all other terms and conditions, including any terms or conditions which the Supplier may purport to apply under any confirmation of order, delivery note or similar document;
      - 2.2.2 all orders for Items shall be deemed to be an offer by the University to purchase Items pursuant to these Standard Terms of Purchase;
      - 2.2.3 delivery of the Items shall be deemed conclusive evidence of the Supplier's acceptance of these Standard Terms of Purchase.
  3. **The Items**
    - 3.1 The Supplier will provide the Items to the University in accordance with the Items Description in the Purchase Order.
    - 3.2 The Supplier will comply with all laws, standards, regulations and other legal requirements concerning the manufacture (where applicable), packaging, packing and delivery of the Items.
    - 3.3 The Supplier will ensure that the Items will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended).
4. **Delivery**
  - 4.1 The Supplier will deliver the Items to the **Delivery Address** at the **Delivery Time** on the **Delivery Date** each as stated in the Purchase Order.
  - 4.2 The Supplier will offload the Items at the Delivery Address at its own risk.
  - 4.3 The Supplier may not deliver the Items by separate instalments unless otherwise agreed in advance with the University.
  - 4.4 The Supplier will deliver the Items in an undamaged condition.
  - 4.5 The Supplier will deliver the Items with a prominently displayed delivery note which shows the Delivery Address, Delivery Time, Delivery Date, number of packages and contents.
  - 4.6 Where applicable, before delivery of the Items, the Supplier will provide the University with a list by name and description of any harmful or potentially harmful properties or ingredients in the Items.
  - 4.7 The Supplier will provide all operating and safety instructions with the Items.
  - 4.8 If the Supplier delivers any excess Items to the University, the University will not be bound to pay for the excess and any excess will be and will remain at the Supplier's risk and will be returnable at the Supplier's expense.
  - 4.9 The University will not be obliged to return to the Supplier any packing or packing materials for the Items, whether or not any or all of the Items are accepted by the University.
5. **Acceptance**
  - 5.1 The University will not be deemed to have accepted the Items until 30 days after the Delivery Date.
  - 5.2 The University may reject the Items as though they had not been accepted for 60 days after any latent defect in the Items has become apparent.
6. **Risk**

Risk in the Items will pass to the University on delivery.
7. **Ownership**

Ownership of the Items will pass to the University on payment.
8. **Payment**
  - 8.1 The Supplier may raise an invoice for the Total Order Value stated on the Purchase Order at any time after delivery of the Items specifying the Purchase Order number, the Items, the period relating to invoice, the date of invoice and the invoice number to the University.
  - 8.2 The University will pay the invoice within 30 days from date of invoice.
  - 8.3 If any amount is not paid by the due date, the Supplier may charge interest, subject to it first notifying the University of its intention to do so. Such interest will accrue on a daily basis from the due date until the Supplier has received payment in cleared funds (whether

	before or after judgment) in accordance with the Late Payment of Commercial Debts (Interest) Act 1998.	13.	<b>University Policies and Procedures</b> The Supplier will comply with the University's policies and procedures accessible at <a href="http://www.nottingham.ac.uk/fabs/procurement/supplier-zone/supplier-zone.aspx">http://www.nottingham.ac.uk/fabs/procurement/supplier-zone/supplier-zone.aspx</a> and will not behave in a manner that could reasonably be seen as being capable of detrimentally affecting the University's reputation or its students wellbeing.
8.4	The University may at any time and without notice to the Supplier set off any liability of the Supplier to the University against any liability of the University to the Supplier.		
8.5	No payment made by the University will constitute acceptance by the University of the Items or otherwise prejudice any rights or remedies which the University may have against the Supplier including the right to recover any amount overpaid or wrongfully paid to the Supplier.	14.	<b>Insurance</b> The Supplier will maintain the necessary insurances including product liability insurance for the risks arising under the Purchase Order and Standard Terms of Purchase.
9.	<b>Access</b> If directed by the University, the Supplier will provide a list of names (and any other reasonable particulars) of persons who may at any time require access to the University's premises and their specific contractual involvement. On receipt of such a list, where the University (acting reasonably) deems a person's admission undesirable, it will notify the Supplier in writing of such undesirability giving reasons. The Supplier will, without charge, provide a suitably qualified and acceptable replacement with the minimum of disruption and delay to the supply of the Items.	15.	<b>Notices</b>
		15.1	Any notice given under this Agreement will be in writing and signed by or on behalf of the party giving it and will be served by delivering it personally, or sending it by pre-paid recorded delivery or registered post to the relevant party at (in the case of the University) its principal office and (in the case of the Supplier) its registered address.
		15.2	Any such notice will be deemed to have been received
		15.2.1	if delivered personally, at the time of delivery;
		15.2.2	in the case of pre-paid recorded delivery or registered post, 48 hours from the date of posting.
10.	<b>Warranties</b>	15.3	In proving such service it will be sufficient to prove that the envelope containing the notice was addressed to the address of the relevant party and delivered either to that address or into the custody of the postal authorities as a pre-paid recorded delivery or registered post.
10.1	The Supplier warrants and represents to the University that the Items:		
10.1.1	will be of satisfactory quality within the meaning of the Sale of Goods Act 1979, and fit for the purpose held out by the Supplier;	16.	<b>Other Provisions</b>
10.1.2	will be free from defects in design, material and workmanship;	16.1	The illegality, invalidity or unenforceability of any paragraph or part of the Standard Terms of Purchase will not affect the legality, validity or enforceability of the remainder of it. If any paragraph or part of Standard Terms of Purchase is found by any competent court or authority to be invalid, illegal or unenforceable, the parties agree that they will substitute provisions in a form as similar to the offending provisions as is possible without thereby rendering them illegal, invalid or unenforceable.
10.1.3	will correspond with the Item Description stated in the Purchase Order;		
10.1.4	will comply with all laws in relation to their sale and supply; and	16.2	No failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall constitute a waiver of that or any other right of remedy, nor shall it prevent or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
10.1.5	will be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health.	16.3	The rights and remedies arising under, or in connection with, this Agreement are cumulative and do not exclude rights and remedies provided by law or otherwise.
10.2	In respect of Items which do not conform to Standard Term 10.1, the University can oblige the Supplier, to replace or repair such Items free of charge and any repaired or replaced Items will be guaranteed by the Supplier.	16.4	The Purchase Order and Standard Conditions of Purchase constitute the entire agreement and understanding between the parties and supersede any previous arrangement, understanding or agreement between them.
11.	<b>Confidentiality</b>	16.5	Subject to clause 16.6, the Supplier will not assign, novate or otherwise dispose of any or all of its rights and obligations under the Standard Terms of Purchase without the prior written consent of the University.
11.1	The Supplier will not (except in the proper course of its or his duties) use or disclose to any third party (and will use his best endeavours to prevent the publication or disclosure of) any Confidential Information. This restriction does not apply to:		
11.1.1	any use or disclosure authorised by the University or required by any Applicable Law; or		
11.1.2	any information which is already in, or comes into, the public domain otherwise than through the Supplier's unauthorised disclosure.		
11.2	The Supplier shall only disclose Confidential Information to, and allow the use of Confidential Information by, its employees to the extent required for the performance of this Agreement.		
12.	<b>Intellectual Property Rights</b> The Supplier warrants and represents that the Items, their use, resale or importation do not infringe any intellectual property rights of any person.		

- 16.6 The Supplier may assign to a third party the right to receive payment of the price or any part thereof due to the Supplier, subject to:
- 16.6.1 a deduction of any sums in respect of which the University exercises its right to set off the price; and
- 16.6.2 all related rights of the University under the Agreement in relation to the recovery of sums due.
- 16.7 No variation to the Purchase Order or Standard Terms of Purchase will be valid unless it is in writing and signed by or on behalf of each of the parties.
- 16.8 The formation, construction, performance, validity and all aspects whatsoever of the Purchase Order and Standard Terms of Purchase (including non-contractual disputes or claims) will be governed by English Law and the parties agree to the exclusive jurisdiction of the courts of England and Wales.
- 16.9 A person who is not a party to this Agreement will not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce this contract but this does not affect any right or remedy of a third party which exists, or is available, apart from under that Act.
- 16.10 The Contractor shall include in every Sub-contract
- (a) a right for the Contractor to terminate that Sub-contract if the relevant Subcontractor

fails to comply in the performance of its contract with legal obligations in the fields of environmental, social or labour law; and

(b) a requirement that the Sub-contractor includes a provision having the same effect as (a) above in any Sub-contract which it awards.

In this clause, 'Sub-contract' means a contract between two or more suppliers, at any stage of remoteness from the Authority in a sub-contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

16.11 Where the Authority considers whether there are grounds for the exclusion of a sub-contractor under Regulation 57 of the Public Contracts Regulations 2015, then:

(a) if the Authority finds there are compulsory grounds for exclusion, the Supplier shall replace or shall not appoint the Sub-contractor;

(b) if the Authority finds there are non-compulsory grounds for exclusion, the Authority may require the Supplier to replace or not to appoint the Subcontractor and the Supplier shall comply with such a requirement.