

Purchase Order terms and conditions

Policy Owner:	Director of Finance
CE Sponsor:	Deputy Chief Executive
Issue Date:	July 2025
Review Date:	July 2026

Definitions

1. As used in these terms and conditions:
 - 1.1. "Order" means the supply and delivery of the goods or services in accordance with the requirements of this purchase order (including any instructions on its face and all attachments thereto) together with any subsequent modifications issued to the Seller by the Purchaser.
 - 1.2. "Agreement" means the Order and the Terms and Conditions set out herein as may be amended by any instructions given by the Purchaser on the face of the purchase order.
 - 1.3. "Materials" means any materials machinery, equipment, article, item, work or services provided for in this Agreement.
 - 1.4. "Seller" means the person, firm or company to whom the Order is issued.
 - 1.5. "Purchaser" means Colchester Institute of Sheepen Road, Colchester, Essex, CO3 3LL

Formal Acceptance of Orders

2. To be valid and recognised by the Purchaser all orders must have been placed on the Purchaser's purchase order bearing an order number and signed by an authorised signatory of the Purchaser. No terms and conditions shall have reference to this Order other than these terms and conditions or such special terms and conditions as are contained in this Order or to which the Purchaser has otherwise specifically agreed in writing. The Purchaser reserves the right to refuse payment for any goods not ordered on its printed order form.
 - 2.1. An advice note, bearing the Purchaser's official Order Number, must be sent to the Purchaser on the same day that the Materials are despatched and a copy of such advice note or packing slip bearing the Purchaser's official number must be enclosed with the Materials.

Date of Delivery

3. The Materials must be delivered or work carried out in the quantities (or at the rates) and at the time stated in the Purchaser's delivery or work schedules or in accordance with any other instruction given by the Purchaser. If delivery or completion of work is delayed or hindered by any circumstances beyond the reasonable control of the Seller, a reasonable extension of time may at the Purchaser's option be granted provided that written notification of such delay or hindrance is given forthwith on the same arising. The Purchaser, however, reserves the right to cancel an order either wholly or in part without liability if delivery is not affected or if the work is not completed within the time stated or any agreed extension thereof.
 - 3.1. Unless otherwise agreed in writing with the Purchaser, delivery shall be completed using INCOTERMS 2020 rules Delivered at Place (DAP), Delivered at Place Unloaded (DPU) or Delivered Duty Paid (DDP) in all instances. The Purchaser reserves the right to collect the Materials in its own vehicles in which even the Seller shall make due allowance to the Purchaser in respect of any carriage charges not incurred.
 - 3.2. All delivery instructions for the Purchaser shall be strictly complied with and failure to do so will render the Order subject to total or partial cancellation at the option of the Purchaser and the Purchaser shall thereupon be entitled

to purchase such Materials elsewhere and debit the Seller with all losses expenses and costs thereby incurred.

- 3.3. Where Materials are ordered for delivery or execution over a period of time whether or not in accordance with a delivery or work schedule the Purchaser reserves the right on reasonable notice to fix or vary such rate.

Inspection by the Purchaser

4. The Purchaser reserves the right to inspect any production process of the Seller or any goods acquired by the Seller for the purpose of the Order and if necessary in the Purchaser's opinion to inspect the goods prior to despatch from the Seller's premises or in the case of service the works performed prior to completion but such inspection shall not be construed in any ways as acceptable of the said goods or works and neither inspection nor failure to inspect shall relieve the Seller of any responsibility or liability with respect to such Materials and before despatching the Materials the Seller shall carefully inspect and test in compliance with the requirements of this agreement.
 - 4.1. Any goods or works performed which fail to pass the Purchaser's inspection will be liable to rejection at the Seller's risk and must be replaced or re-performed by the Seller forthwith or as may otherwise be agreed without further charge.
 - 4.2. Nothing shall prevent the Purchaser retaining all or any of the defective goods or accepting all or any of the defective works performed and from carrying out any further operation on them or any of them necessary in the reasonable opinion of the Purchaser to bring them up to the standard required nor shall the Purchaser be prevented from purchasing elsewhere replacements for such defective goods or from having such defective works re-performed by others. Any losses, expenses or costs thereby incurred by the Purchaser be promptly met by the Seller.

Excess Quantities

5. Unless previously authorised in writing no quantity of goods produced or works performed in excess of that specified in the Order will be paid for. Excess goods will always be at the Seller's risk and may at any time be returned to the Seller at their risk and expense.

Contract Non-Assignable

6. The Seller shall not without the Purchaser's prior written consent directly or indirectly assign transfer or sub-contract to any third party any Order of the Purchaser or any benefit of obligation thereunder except as may be necessary in the normal course of business. In the circumstances the Seller remains personally responsible for the due fulfilment of the Order.

Quality as per Specification

7. Without prejudice to the Purchaser's right of inspection all goods delivered and all works performed in respect of any Purchaser Order must unless previously agreed by the Purchaser in writing be strictly to the quality required by and in complete accordance with quality control engineering and building specifications, drawing descriptions samples or any other data furnished or adopted by the Purchaser (whether or not tools and patterns are supplied by

the Purchaser) and all goods must be in new and good condition when delivered.

Seller's Warranty

8. The Seller warrants that all goods supplied and worked performed under the Order are fit and sufficient for the purpose for which they are intended to be used: that they are of merchantable quality and free from defects, whether patent or latent, in both material and workmanship. The benefit of this warranty together with any other warranty made by the Seller or on their behalf or as may be implied by law shall pass to the Purchaser, its successors, assignees and all persons to whom the Materials or articles or other goods incorporating the same may pass or be resold.

Patents and other Monopoly Rights

9. The Seller guarantees that the Materials (insofar as they are not designed by the Purchaser) may be used and sold anywhere in the world without infringing any patent registered design or similar monopoly right and the Seller will hold the Purchaser indemnified from and against any damages, compensation costs and expenses resulting from any such infringement whether paid or incurred in consequence of an Order of Court or by way of voluntary settlement of a claim which the Purchaser is advised not to contest.
 - 9.1. Should the Purchaser at any time be advised or have good reason to believe that the Materials infringe any such patent, registered design or similar monopoly right the Purchaser may cancel the Contract without incurring any liability.

Confidentiality

10. Any drawings designs and technical data provided by the Purchaser to the Seller are to be treated as confidential and shall be used only for the purpose of the performance of this Agreement and shall not be reproduced in whole or in part for any other purpose. They shall be returnable to the Purchaser on demand.
 - 10.1. The Seller shall treat as confidential all information (whether written or otherwise) supplied by the Purchaser and shall use its best endeavours to ensure that such information is not divulged to any third party except where necessary for the purpose of performance by the Seller of this Agreement and in such cases subject to any such third parties first undertaking a similar obligation of confidentiality. This obligation does not apply to information which at the time of disclosure is in the public domain or in the Seller's lawful possession without restriction or disclosure.
 - 10.2. All drawings designs and technical data provided by the Purchaser shall remain the property of the Purchaser and any patentable inventions, registerable designs or copyright pertaining to any Materials produced specially for the Purchaser shall be the property of the Purchaser and the Seller shall if called upon by the Purchaser so to do assign or take such steps as are necessary to have assigned to the Purchaser any such patentable invention, registerable designs or copyright and on execution of any such patentable inventions, registerable designs or copyright during the term of this Agreement.

10.3. The Purchaser shall have the free right to reproduce, use and authorise others to reproduce and use any drawings, technical information and documents, improvements and modifications (whether originating wholly or partly with the Seller or its sub-contractors) relating to the Materials or their manufacture or assembly or the assembly of them as part of the Purchaser's products or which may be useful in compiling spare parts manuals of the Purchaser's products.

10.4. The terms of all Orders of the Purchaser are strictly confidential and shall not (without the Purchaser's prior written consent) in any way either directly or indirectly be used for the use of the Seller or any third party.

Prices and Payment

11. Prices last quoted by the Seller prior to this Agreement are accepted as the maximum prices ruling at the date of the Agreement and in the event of any general reduction in cost or production to the Seller the Purchaser shall be entitled to receive any immediate commensurate reduction in price of the Materials and if the Seller shall to the Purchaser's knowledge and during the term of this Agreement quote for or supply similar goods or services to other Purchasers on relatively more advantageous terms than those put forward by the Seller and accepted by the Purchaser the Purchaser shall thereupon be entitled at its option to:-

- (a) A corresponding reduction in price such reduction to be retrospective to the date of the Order, or
- (b) The first supply of the said goods or services at the lowest price.

11.1. Payment shall be made net cash thirty days from invoice date or date of delivery, whichever is the later unless alternative arrangements have been agreed in writing.

Packing

12. All Materials must be suitably preserved and packed by the Seller. In the absence of any intimation to the contrary at the time of quotation any packaging, boxing or crating is non-chargeable and non-returnable. Any charge for packing must be rendered by separate account and credited in full upon return.

Marking

13. Unless the Materials are proprietary goods of the Seller's design intended for sale generally the Seller shall not without the Purchaser's prior written consent mark the Materials with any trademark, name or device whatsoever. The Seller shall mark the Materials as required by the Purchaser.

Seller's General Indemnity

14. The Purchaser shall not be held responsible or liable for any loss, damage or expense resulting from the Seller's execution of the Agreement with the Purchaser and the Seller shall indemnify and keep the Purchaser indemnified against any loss, damage expense or injury to any property or any persons in consequence of any defect in design (not originating with the Purchaser), work or material and from any negligence of the Seller its servants or agents. If the Purchaser shall become subject to any such claim the Seller will render all reasonable assistance as required by the Purchaser to settle or defend any

such claim or proceeding or arbitration arising therefrom. Where a claim shall arise in respect of any Materials under the Purchaser's own standard form of guarantee the indemnity hereby given shall apply accordingly and be in addition to any right of relief available to the Purchaser under condition 8 of this Agreement.

14.1. The Seller must adequately insure their liability as set out in 14. above and if required by the Purchaser shall:-

- (a) Produce the policy or policies to the Purchaser for inspection; and
- (b) Have the policy or policies endorsed so as to indemnify the Purchaser as principal.

Insurances

15. The Seller shall ensure that insurance is in place to the value of £1 million covering Employers Liability, Public Liability and Professional Indemnity. Unless otherwise stipulated in the agreed Contract Terms and Conditions or set out in any tender documentation relative to this Order or Contract.

Supplier not the Purchaser's Agent

16. Nothing in these terms and conditions shall make or be construed as creating the Seller the agent of the Purchaser.

Government Contracts

17. Insofar as the Order is placed in connection with or for the purpose of a contract with a Government Department the Order is deemed to be subject to such conditions, rules, regulations and instructions as are appropriate under the terms of such contract for inclusion in the Order. Particulars thereof will be supplied by the Purchaser upon request and in the absence of any such request the Seller must be deemed to have full knowledge thereof. If any rights of determination of such contract are exercised by the Government Department in question the Purchaser may in turn, without liability, determine any contract resulting from this Order.

Governing Law and Waiver

18. This Contract will be construed and operate in accordance with the Laws of England.

18.1. Failure by the Purchaser to enforce any of these conditions shall not be construed as a waiver of any of the Purchaser's rights hereunder.

Applicability of Conditions

19. These conditions shall be read in conjunction with all other authorised written instructions and terms given or specifically agreed to by the Purchaser in respect of the Materials the subject matter of the Order and which together with the Order shall constitute the whole of the terms of the Agreement. In the event of any conflict or inconsistency between the said terms and these conditions on the one hand and any of the Seller's conditions of sale, terms of quotations, advice notes, invoices or other documents on the other the said Purchaser's terms and conditions shall at all times prevail.