

Purchase order standard terms and conditions

These conditions shall apply to the contract to the exclusion of any other terms and conditions which the provider has sought to or subsequently seeks to impose on the Charity.

If the provider has any questions or problems they should contact the member of staff who placed the order on behalf of the Charity.

If the provider has any finance questions or problems, they should contact the payments team via an email to: payments@youngepilepsy.org.uk.

1. Interpretation

Conditions

means the standard terms and conditions of purchase set out in this document and [unless the context otherwise requires] includes any special terms and conditions agreed in writing between the parties.

Contract

means the contract for the purchase of the goods and/or the supply of the services.

Charity

means Young Epilepsy, which is the operating name of The National Centre for Young People with Epilepsy (NCYPE), and its subsidiaries.

Delivery address

means the address stated on the purchase order.

Goods and/or services

means the goods and/or services [including any instalment of the goods or any part of them] described in the purchase order.

Price

means the price of the goods and/or the charge for the services, identifying and including value added tax where applicable.

Provider

means the entity that is responsible for providing the goods and/or the services as stated in the purchase order.

Purchase order

means the Charity's purchase order.

Specification

includes any plans, drawings, data or other information relating to the goods and/or the services.

Works

means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, invention, idea, discovery, development, improvement or innovation and all other materials in whatever form, including but not limited to hard copy and electronic form, prepared by the provider in the provision of the goods and/or services.

2. Basis of purchase

- a) This purchase order constitutes an offer by the Charity to purchase the goods and/or the services subject to these conditions.
- b) These conditions shall apply to the contract to the exclusion of any other terms and conditions which the provider has sought to or subsequently seeks to impose on the Charity.
- c) No variation to the purchase order or these conditions shall be binding unless agreed in writing between the authorised representatives of the parties.

3. Specification

- a) The quantity, quality and description of the goods and/or the services shall, subject as provided in these conditions, be specified in the purchase order and/or in any applicable specification supplied by the Charity to the provider, or as supplied by the provider to the Charity and formally accepted by the Charity.
- b) The provider shall comply with all applicable regulations and/or other requirements concerning the manufacture, packaging and delivery of the goods and/or the performance of the services.
- c) The provider shall not unreasonably refuse any request by the Charity to inspect and test the goods during manufacture, processing, or storage at the premises of the provider [or any third party] prior to dispatch, and the provider shall provide the Charity with all facilities reasonably required for inspection and testing.
- d) If as a result of inspection or testing carried out in accordance with condition 3c the Charity is not satisfied that the goods will comply in all respects with the contract, the provider shall take such steps as are necessary to ensure compliance.

Purchase order standard terms and conditions (continued)

4. Price and payment

- a) The price of the goods and/or the services shall be as stated in the purchase order and, unless stated otherwise, shall be inclusive of all charges for packaging, shipping, carriage, insurance and delivery of the goods to the delivery address, and any duties or levies other than value added tax.
- b) 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 consent of the Charity in writing.
- c) The Charity shall be entitled to any discount for prompt payment, bulk purchase or volume or purchase customarily granted by the provider, whether or not shown in its own terms and conditions of sale.
- d) The provider's official invoice should be sent promptly to the Charity after delivery of the goods and/or performance of the services, as the case may be, to the address indicated on the front of the purchase order, unless otherwise instructed, must comply with current VAT requirements and must show:
 - the Charity's purchase order number;
 - an invoice number;
 - a full description of the goods and/or the services;
 - date of delivery of the goods and/or performance of the services;
 - full detail of prices, including unit and total costs as appropriate;
 - any discount allowed; and,
 - charity staff contact details, where known.
- e) Unless otherwise stated in this purchase order or agreed in writing, the payment of the price will be made within 30 days of the date of the invoice, and upon the confirmation by an officer of the Charity that the goods and/or the services have been provided to the Charity's satisfaction.
- f) The Charity shall be entitled to set-off against any invoice, any amount due from the provider under this purchase order or under any other arrangement.
- g) Value added tax, where applicable, shall be shown separately on all invoices as an additional charge.

All invoices including value added tax must conform to the requirements of HM Revenue & Customs.

5. Delivery

- a) All goods shall be delivered to the Goods Inwards area of the registered address of the Charity, unless an alternative delivery address has been agreed in writing, and on the date or within the period specified in the purchase order, during the Charity's delivery acceptance hours, which are Monday to Thursday from 8am until 4pm and Friday from 8am to 3.30pm.
- b) All services shall be performed at the registered address of the Charity unless an alternative delivery address has been agreed in writing, and on the date or within the period specified in the purchase order, during the Charity's business hours, which are Monday to Thursday from 8:30am until 4pm and Friday from 8:30am to 4.30pm.
- c) Where the date of delivery of the goods and/or the performance of the services is to be specified after the placing of the purchase order, the provider shall give the Charity reasonable notice of the specified date.
- d) A delivery note which specifies the number of the purchase order shall accompany each delivery or consignment of the goods.
- e) If the goods are to be delivered and/or the services are to be performed by instalment, the contract will be treated as a single contract and will not be severable.
- f) The Charity 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 Charity has had a reasonable time to inspect them following delivery or, if later, within a reasonable time after any latent defects in the goods has become apparent.
- g) The provider shall supply the Charity in good time with any instructions or other information required enabling the Charity to accept delivery of the goods and/or performance of the services.
- h) If the goods are not delivered and/or the services are not performed by the due date then, without prejudice to any other remedy, the Charity shall be entitled to deduct from the price or, if the Charity has already paid the price, to claim from the provider an amount equal to the additional costs incurred by the Charity as a result of the delay.
- i) Risk of damage to or loss of the goods shall pass to the Charity only upon acceptance by the Charity in accordance with the contract.
- j) The property in the goods shall pass to the Charity upon acceptance by the Charity in accordance with the contract, unless payment for the goods is made prior to delivery, where it shall pass to the Charity once payment has been made and the goods have been appropriated to the contract.

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6. Quality assurance

The provider shall operate a self-regulatory system of quality assurance and quality measures relating to the contract in addition to any quality requirements in the specification which ensures that the goods and/or the services are provided in accordance with the requirements of the contract and as part of this requirement; the provider shall check that information, data or software supplied pursuant to the contract is fit for the purpose for which the Charity intends to use it.

7. Warranties and liability

- a) The provider warrants to the Charity that the goods will:
- be of sound materials and first class workmanship;
 - be equal in all respects to any samples, patterns, description or specification provided or given by either party;
 - if the purpose for which they are required is indicated in the purchase order or otherwise, either expressly or by implication, be fit for that purpose;
 - be of satisfactory quality [within the meaning of the Sale of Goods Act 1979];
 - be free from defects in design, material and workmanship; and,
 - will comply with all statutory requirements and regulations relating to the sale of such goods.
- b) The provider warrants to the Charity that the services will be performed by appropriately trained and qualified personnel, with due care and diligence, and to the standards which would reasonably be expected from a skilled and experienced provider engaged in the provision of services similar to the service under the same or similar circumstances.
- c) The provider will indemnify the Charity in full against the following:
- all loss, liability, damages, costs, expenses [including legal expenses] or injury whatsoever and whenever arising caused to the Charity, or for which the Charity may be liable to third parties due to defective workmanship or unsound quality of the goods and/or the services supplied;
 - all claims in respect of death or injury, howsoever caused, to any of the employees or those of the agent or sub-contractors, of the provider, while in or about the Charity's places of business; and,
 - any consequential loss or damage sustained by the Charity for which the Charity may be liable, as a result of the failure of the provider to supply the materials or perform the work in accordance with the terms of this purchase order.
- d) The provider having given the above mentioned indemnities shall accordingly maintain in force

during the term of the contract full and comprehensive insurance as appropriate in respect of the provision of the goods and/or the services.

- e) Without prejudice to any other remedy, if any of the goods and/or the services are not supplied or performed in accordance with the contract, then the Charity shall be entitled:
- to require the provider to repair the goods or to supply replacement goods and/or services in compliance with the contract within seven days; and,
 - at the Charity's sole option and whether or not the Charity has previously required the provider to repair the goods or to supply any replacement goods and/or services, to treat the contract as discharged by the provider's breach and require repayment of any part of the price which has been paid.

8. Termination

- a) The Charity shall be entitled to cancel the contract in respect of all or part only of the goods and/or services by giving reasonable notice to the provider at any time prior to delivery or performance, in which event the Charity's sole liability shall be to pay the provider the price for the goods and/or the services in respect of which the Charity has exercised its rights of cancellation, less the provider's net saving of cost arising from cancellation.
- b) The Charity shall be entitled to terminate the contract without liability to the provider by giving notice to the provider at any time if:
- the provider makes any voluntary arrangements with its creditors [within the meaning of the Insolvency Act 1986] or [being an individual or firm] becomes bankrupt or [being a company] becomes subject to an administration order or goes into liquidation [otherwise than for the purpose of amalgamation or reconstruction];
 - an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the provider;
 - the provider ceases, or threatens to cease to carry on business
 - the provider does anything improper to influence the Charity to give the provider any contract; or
 - the Charity reasonably believes that any of the events mentioned above is about to occur in relation to the provider and notifies the provider immediately.
- c) For the avoidance of doubt, where the Charity terminates the contract in accordance with the provisions of condition 8b the provider shall compensate the Charity for any losses suffered as a result of this.

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9. Confidentiality

- a) Confidential Information means information in any form whatsoever that is confidential to the Charity or to any third party to whom the Charity owes a duty of confidentiality, but excluding confidential information which at the time of its disclosure by the Charity, is in the public domain otherwise than by breach of the terms of this contract or law.
- b) Without prejudice to any confidentiality agreement signed by or on behalf of the provider before the date of the contract, the provider shall:
- treat confidential Information as strictly confidential;
 - not disclose confidential Information to any third party except to connected persons [if bound by equivalent obligations of confidentiality] that reasonably need to know the same in connection with the provider's obligations under this contract; or if required to be disclosed by applicable law or order of a court of competent jurisdiction or other competent authority; and,
 - not use confidential information for any purpose whatsoever other than to fulfil the provider's obligations under this contract.
- c) Upon expiry or termination of this contract [or earlier if requested by the Charity] the provider shall ensure that all hard copies of confidential Information in the possession of the provider and/or the connected persons are destroyed or [at the Charity's option] returned to the Charity, and that all confidential information stored electronically, digitally or magnetically outside of the Charity's offices is erased.

10. General

- a) This purchase order shall be governed by and construed in accordance with English law and the provider hereby irrevocably submits to the exclusive jurisdiction of the English courts.
- b) The provider shall be prohibited from transferring, assigning or subletting, directly or indirectly, to any person or persons whatsoever, the whole or any portion of this contract without the written permission of the Charity. Any notice required or permitted to be given by either party to the other party under these conditions shall be in writing and addressed to that other party.
- d) No waiver by the Charity of any breach of the contract by the provider shall be considered as a waiver of any subsequent breach of the same or any other provision.
- e) If any provision of these conditions is held to be invalid or unenforceable in whole or in part, the validity of the other provisions of these conditions and the remainder of the provision in question shall not be affected.
- f) The provider shall not issue any press releases or make any public statements concerning the Charity, its employees, agents, Trustees, the goods and/or the services without the prior written consent of the Charity.
- g) The provider shall use all reasonable endeavours to ensure that its employees, agents and subcontractors shall, at all times, act in a way which is compatible with the convention rights within the meaning of Section 1 of the Human Rights Act 1998.
- h) The provider shall at all times comply with the Data Protection Act and any equivalent national laws in the performance of its obligations under this contract.
- i) The provider shall not:
- discriminate directly or indirectly or by way of victimisation or harassment, against any person on grounds of colour, race, nationality, or ethnic or national origins contrary to any part of the Race Relations Act 1976 or otherwise contravene any part of that Act; or,
 - discriminate directly or indirectly or by way of victimisation or harassment, against any person on grounds of sex, sexual orientation or religion or belief.
- j) The parties shall use reasonable endeavours to resolve any dispute or claim arising in connection with this contract by prompt discussion in good faith at a managerial level appropriate to the dispute. Such discussion shall not be a pre-condition to the commencement of legal proceedings before any court. Unless this contract has already been terminated, the parties shall continue to perform their obligations under this contract regardless of the nature of the dispute.
- k) Acceptance of this purchase order will be deemed to bind the provider to these conditions and no goods and/or services shall be supplied or performed by the provider, its employees, agents or representatives, except in accordance therewith.