These are the terms and conditions (Conditions) on and subject to which the supplier named on the purchase order accompanying these Terms (Purchase Order) agrees to supply and the University shall have the right to accept the Supplier's offer, and a contract shall come into existence between the parties in accordance with these Conditions, upon the University issuing a Purchase Order to the Supplier (Contract). Performance by the Supplier of its obligations under these Terms shall not entitle the Supplier to claim any payment for the Goods and/or Services where a Purchase Order has not been issued by the University.

1. BASIS OF CONTRACT

1.1. The Supplier's quotation constitutes an offer by the Supplier to sell the Goods and/or provide the Services to the University.

1.2. The University shall be deemed to accept the Supplier's offer, and a contract shall come into existence between the parties in accordance with these Conditions, upon the University issuing a Purchase Order to the Supplier (Contract). Performance by the Supplier of its obligations under these Terms shall not entitle the Supplier to claim any payment for the Goods and/or Services where a Purchase Order has not been issued by the University.

1.3. Only Purchase Orders sent by email from an email address ending in '@bristol.ac.uk' or '@bris.ac.uk' shall be valid unless the University agrees otherwise.

1.4. These Conditions apply to the exclusion of any other terms or conditions that the Supplier seeks to impose or incorporate or which are implied by trade, custom, practice or any course of dealing between the parties.

1.5. All of these Conditions shall apply to the supply of both Goods and Services except where application to one or the other is specified.

2. SUPPLY OF GOODS & SERVICES

2.1. The University expects the Supplier to notify it of any assumptions and/or dependencies which must be met for the fulfilment of its obligations and the University shall not be liable for the Supplier's failure to identify the same nor shall the Supplier be relieved from performing its obligations as a result of such failure.

2.2. The Supplier warrants that it has full capability, capacity, authority and all necessary consents to perform this Contract.

2.3. Conditions relating to the Goods

(a) The Goods shall be delivered to the address specified on the Purchase Order or notified to the Supplier by the University (Delivery Location), during the hours of 9am to 5pm on any day other than a Saturday, Sunday or public holiday when the University is closed as specified online at www.bristol.ac.uk/university/dates (Business Day). A delivery note must accompany the Goods and specify the type and quantity of Goods delivered and the Purchase Order number.

(b) Goods shall not be delivered by instalments without the University’s consent or as specified on the Purchase Order. If delivered by instalments, the Goods may be invoiced and paid for separately. Failure to deliver any instalment on time or at all or any defect in an instalment shall entitle the University to the remedies below.

(c) Delivery of the Goods shall be completed once the Goods have been unloaded at the agreed location (Delivery).

(d) The University will be deemed to have accepted the Goods 10 Business Days from Delivery unless it gives notice to the Supplier under clause 3. The University's signature on any delivery note is evidence only of the number of packages received and not evidence of acceptance of the Goods.

(e) The Supplier warrants that the Goods (i) will be sold to the University with valid and unrestricted title; (ii) are of satisfactory quality and fit for any purpose held out by the Supplier or expressly made known to the Supplier by the University; (iii) are free from defects in design, materials and workmanship and will remain so for the longer of 12 months or any manufacturer's warranty period; and (iv) comply with all applicable statutory and regulatory requirements.

(f) To the extent that the Goods are to be installed by the Supplier, the Supplier shall install the Goods in a good and workmanlike manner and make good any damage caused as a result of installation. The Supplier shall test and inspect the Goods following installation and notify the University once installation has been completed. The University shall have accepted the Goods after completion of installation, provided the University has not exercised in writing any of the remedies below.

(g) Title and risk in the Goods shall pass to the University on Delivery of the Goods at the Delivery Location (where the Supplier is not to install the Goods) or upon acceptance of the Goods in accordance with clause 2.3(f) (where the Supplier is to install the Goods).

2.4. Conditions relating to the Services

(a) The Supplier warrants that the Services will (i) conform to the University’s requirements made known to the Supplier; and (ii) will be performed with that standard of skill, care and diligence which a competent and suitably qualified person performing such services could reasonably be expected to exercise and in accordance with all applicable statutory and regulatory requirements.

(b) Unless agreed otherwise in writing, the Supplier shall provide all equipment, consumables and other items required to provide the Services.

3. REMEDIES

3.1. If the Goods and/or Services do not comply with the warranties in clauses 2.3 or 2.4, the University shall, without limiting any other remedies available to it, have the right to any one or more of these remedies:

(a) reject the Goods and/or Services in full or in part and in the case of Goods, return them at the Supplier's own risk and expense;

(b) require the Supplier to repair or replace the rejected Goods or re-perform the Services without further cost to the University;

(c) refuse to accept any subsequent supply of the Goods and/or Services;

(d) where the University has paid any sums in advance for the Goods and/or Services, to require such sums to be refunded by the Supplier; and/or

(e) recover from the Supplier any costs and expenses reasonably incurred by the University in procuring replacement Goods and/or substitute Services which are substantially similar to those to be provided by the Supplier.

3.2. These Conditions apply to any repaired or replacement Goods and/or Services provided by the Supplier.

3.3. Any repaired and/or replaced Goods and/or Services are deemed to be warranted for the longer of 12 months or the manufacturer's warranty period.

4. INVOICING & PAYMENT

4.1. The amounts specified on the Purchase Order represent the full and exclusive remuneration and include every cost and expense of the Supplier in respect of the supply of the Goods and/or Services (including packaging, delivery, installation, import duties and taxes where applicable).

4.2. The Supplier may invoice the University for Goods supplied on or at any time after Delivery and for Services provided on or at any time after completion of the provision of the Services.

4.3. Each invoice must correspond with the amount and currency specified on the Purchase Order and quote the Purchase Order number.

4.4. The University will consider and verify each invoice in a timely manner with a view to confirming whether each invoice is valid and undisputed. The University shall pay each invoice in full and in cleared funds within 30 days from the date on which it determines each invoice to be valid and undisputed.
4.5. All fees and charges exclude VAT which the University shall, upon receipt of a valid VAT invoice from the Supplier, pay in addition.

4.6. If the University fails to make any payment due under this Contract by the due date for payment, the University shall pay interest on the overdue amount at the rate of four per cent (4%) per annum above the base rate of the Bank of England from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The University shall pay the interest together with the overdue amount.

5. CANCELLATION

5.1. The University may cancel by notice in writing to the Supplier any order for Goods (including any agreed instalment) which have not yet been delivered and Services which have not yet been performed.

5.2. Where the University exercises its rights under clause 5, the University will pay such fees or charges for Goods which have been delivered or which are in transit or Services which have been performed together with the costs of materials which the Supplier has purchased to fulfil its obligations, provided they cannot be used for other customers or returned to the supplier of those materials for a refund.

5.3. The University shall not be liable for any loss of anticipated profits or any indirect or consequential loss arising as a result of cancellation.

6. TERMINATION

6.1. The University may terminate this Contract immediately by written notice if the Supplier:

(a) commits a material breach of its obligations under these Conditions which cannot be remedied within a period of 10 Business Days of receiving written notice of such breach by the University; or

(b) becomes insolvent or any similar insolvency event occurs or action or proceeding is taken to manage the affairs of or wind up the Supplier.

6.2. Termination of this Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.

7. LIABILITY & INSURANCE

7.1. Nothing in these Conditions shall exclude or limit liability for damage to property or for death or personal injury caused by a party's negligence or wilful default or for any other matter for which liability may not be excluded or limited by law.

7.2. The University's liability shall not exceed the total value of the Goods and/or Services supplied under this Contract.

7.3. The Supplier's liability shall not exceed 200% of the total value of the Goods and/or Services supplied under this Contract or the maximum sums assured under clause 7.6 below, whichever is greater.

7.4. Neither party shall be liable to the other for any indirect, special or consequential loss or loss of turnover, profits, business opportunities or anticipated savings (whether direct or indirect).

7.5. Each party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Contract.

7.6. The Supplier shall take out and maintain public and product liability insurance (to include product liability) of at least five million pounds (£5,000,000) where Goods are supplied or, where Services are to be provided, either professional indemnity insurance or other appropriate insurance to cover the principal risks associated with the type of services being provided, of at least one million pounds (£1,000,000).

8. SUBCONTRACTING

8.1. The Supplier shall not enter into any contract with any third party whereby that third party agrees to perform any of the Supplier's obligations in relation to the Goods and/or Services (Sub-Contract) without the University's prior written consent and where the University gives consent to any Sub-Contract, the Supplier shall:

(a) be responsible for the acts or omissions of its subcontractors as though they are its own; and

(b) be liable to the University for any costs, losses, damages or expenses suffered or incurred by the University arising out of or in connection with any act or omission of its subcontractors.

8.2. The Supplier shall ensure that all Sub-Contracts contain a provision requiring the Supplier to consider and verify each invoice received from its subcontractors in a timely manner within a view to confirming whether each invoice is valid and undisputed and to pay each invoice received from its subcontractors within a specified period not exceeding 30 days from the date on which the Supplier determines each invoice to be valid and undisputed.

8.3. The Supplier shall pay each invoice received from its subcontractors within 30 days from the date on which the Supplier confirms each invoice to be valid and undisputed and at the University’s request, provide the University with evidence of compliance with this clause 8.

9. GENERAL PROVISIONS

9.1. Confidentiality: The Supplier undertakes that it shall not at any time disclose to any person (other than to those of its personnel who need to know such information for the performance of the Supplier's obligations or as may be required by law or a court of competent jurisdiction) any confidential information concerning the business, affairs, customers, clients or suppliers of the University and shall not use such confidential information for any purpose other than to perform its obligations under this Contract.

9.2. Force majeure: Neither party shall be in breach nor liable for delay in performing, or failure to perform, any of its obligations under this Contract to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control. In such circumstances the affected party shall be entitled to a reasonable extension of the time for performing such obligations. If the period of delay or non-performance continues for a continuous period of 30 days, the party not affected may terminate this Contract by giving written notice to the other party.

9.3. Assignment and other dealings: The University may at any time assign, transfer, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under these Conditions. The Supplier may not assign, transfer, mortgage, subcontract or deal in any other manner with all or any of its rights of obligations under these Conditions without the University’s prior written consent.

9.4. Severance: If any court or competent authority finds that any provision or part-provision of these Conditions invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of these Conditions shall not be affected.

9.5. Amendment: No amendment to this Contract will be effective unless recorded in writing and signed by an authorised representative of the Supplier and an authorised representative of the University's purchasing department.

9.6. Waiver: A waiver of any right or remedy under this Contract or by law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.

9.7. Third party rights: A person who is not a party to the Contract shall not have any rights to enforce its terms.

9.8. Notices: Notices must be made in writing addressed to a party at its registered office (if a company or LLP) or principal place of business (in any other case) and delivered by hand, or sent by first class post or other next working day delivery service. Delivery will be deemed to take place if delivered personally, when left at a party's address or if sent by first class post or other next working day delivery service, at 9.00am on the second working day after posting. This clause does not apply to the service of any proceedings or documents in any legal action.

9.9. Governing law and jurisdiction: This Contract shall be governed by and interpreted in accordance with the law of England and Wales and shall be subject to the exclusive jurisdiction of the courts of England and Wales.