

**TELFORD COLLEGE OF ARTS AND TECHNOLOGY
CONDITIONS OF PURCHASE**

1. Definitions

- 1.1 "Buyer" Telford College of Arts and Technology, Haybridge Road, Wellington, Telford, Shropshire, TF1 2NP
- 1.2 "Seller" means the person firm or company which agrees to sell the Goods to the Buyer
- 1.3 "Conditions" means the terms and conditions of purchase set out in this document or agreed in writing by the Buyer
- 1.4 "Delivery Date" means the date specified by the Buyer when the goods are to be delivered
- 1.5 "Purchase Order" means any order for the supply of goods or services or both made by the Buyer on its official standard purchase order form
- 1.6 "Goods" means the goods or services or both specified in the Purchase Order which the Buyer agrees to buy from the Seller
- 1.7 "Price" means the price for the Goods excluding carriage packing and VAT

2. Conditions of Purchase

- 2.1 The Conditions shall apply to all contracts for the purchase of Goods by the Buyer from the Seller to the exclusion of all other terms and conditions including any terms or conditions which the Seller may purport to apply under any sales offer or similar document
- 2.2 Despatch or delivery of the Goods by the Seller to the Buyer shall be deemed conclusive evidence of the Seller's acceptance of these conditions
- 2.3 Any variation of these Conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Buyer

3. Price

- 3.1 The Price shall be the price set out overleaf. The price is exclusive of VAT which shall be due at the rate prevailing on the date of the Seller's invoice.
- 3.2 The Buyer may set off against the Price (including any applicable VAT payable) amounts due from the Seller whether under the applicable contract of sale or otherwise

4. Nature and Quality

- 4.1 The quantity and description of the Goods shall be as specified in the Purchase Order
- 4.2 All representations statements or warranties made or given by the Seller its servants and agents (whether orally in writing or in any of the Seller's brochures or catalogues and advertisements) regarding the quality and fitness for purpose of the Goods or any of the Goods shall be deemed to be express conditions of the sale.
- 4.3 The Seller shall ensure that all the Goods shall be manufactured stored tested and packed in accordance with all British Standards applicable to them and that all the Goods are of merchantable quality and are fit for the purposes for which the Buyer intends to use such Goods

5. Delivery

- 5.1 Delivery shall be made to the Buyer's address on the delivery date specified on the Purchase Order
- 5.2 The Seller upon receiving notice to that effect from the Buyer shall repair or replace free of charge Goods damaged or lost in transit and due delivery of the Goods shall not be deemed to have taken place until replacement or repaired Goods have been delivered by the Seller to the Buyer. The Buyer reserves the right to hold such damaged Goods at the Seller's risk or to return them at the risk and expense of the Seller.

6. Acceptance

- 6.1 The Buyer shall not be deemed to have accepted any part of the Goods until after the Buyer has actually inspected the Goods and ascertained that they are in accordance with the contract. The Buyer may reject Goods which are not in accordance with the contract until a reasonable time after such inspection.
- 6.2 The Buyer may by notice to the Seller prior to acceptance reject any Goods which are not in accordance with the contract. The Buyer may set off against any payment due to the Seller (whether under this contract or otherwise) the Price of such Goods.

7. Title and Risk

- 7.1 Title shall pass on delivery of the Goods
- 7.2 Risk shall pass on delivery of the Goods

- 8. **Proper Law of Contract** This contract is subject to the law of England and Wales