

Telford College of Arts & Technology
Conditions of Sale

1 Definitions

- 1.1 “Seller” Telford College of Arts & Technology, Haybridge Road, Wellington, TF1 2NP
- 1.2 “Buyer” means the person, firm or company which agrees to purchase goods/services from the Seller
- 1.3 “Conditions” means the terms and conditions of purchase set out in this document
- 1.4 “Sales Invoice” means the contractual document giving details of the goods/services price
- 1.5 “Goods/Services” means the goods or services or hire charges or any combination of the same specified in the Sales Invoice which the Buyer agrees to buy from the Seller
- 1.6 “Price” means the price for the goods excluding carriage packing and VAT

2 Conditions Applicable

- 2.1 The conditions shall apply to all contracts for the sale of Goods/Services by the Seller from the Buyer to the exclusion of all other terms and conditions including any terms and conditions which the Buyer may purport to apply under any purchase order confirmation of order or similar document.
- 2.2 All orders for Goods/Services shall be deemed to be an offer by the buyer to purchase Goods/Services pursuant to these Conditions
- 2.3 Continued use of services by the Buyer following receipt of the Sales Invoice shall be deemed conclusive evidence of the Buyer’s acceptance of these conditions
- 2.4 Any variation of these conditions (including any special terms and conditions agreed between the parties) shall be inapplicable unless agreed in writing by the Seller

3 Price

- 3.1 The price shall be set out on the Sales Invoice. The price is exclusive of VAT which shall be due at the rate prevailing on the date of the Seller’s Sales Invoice
- 3.2 Payment of the Price and VAT shall be due within 30 days of the date of the invoice
- 3.3 Payment shall be made by cash, cheque or BACS and the Seller reserves the right to charge interest in accordance with the provisions of clause 3.4 below in the event that cleared funds are not received by the due date for payment
- 3.4 Interest on overdue invoice shall accrue from the date that the payment becomes due on the balance outstanding from day to day until the date that the Price together with all interest payable thereon has been paid in full at a rate of 2% above Barclays Bank plc’s base rate from time to time in force and shall accrue at such a rate after as well as before any judgement

4 Goods/Services

The quantity and description of the goods, including the duration of any service provided shall be set out on the Sales Invoice

5 Delivery

Delivery shall be made at the Buyer's address on the Delivery Date

6 Acceptance

6.1 The Buyer shall be deemed to have accepted the Goods/Services or any part thereof after delivery to the Buyer

6.2 After acceptance the Buyer shall not be entitled to reject the Goods/Services

7 Title and Risk

7.1 Title shall pass on delivery of the Goods/Services

7.2 Risk shall pass on delivery of the Goods/Services

8 Proper Law of Contract

This contract is subject to the law of England and Wales