

General terms and conditions of purchase

1. Definitions

The following words shall have the following meanings:

“Buyer” — shall mean the person, firm or company so named in the Purchase Order.

“Conditions” — The conditions set out herein;

“the Company” — Chelmer Housing Partnership, Myriad House, 33 Springfield Lyons Approach, Chelmsford, Essex, CM2 5LB, UK;

“Order” — The Company purchase order and any amendments;

“Intellectual Property” — Technical information and data including drawings, calculations, software, design rights or copyrights;

“Specification” — The written specification, technical requirement or other agreed means of defining the technical requirements of the Supplies.

“Seller” — shall mean the person, firm or company to whom the Purchase Order is issued.

“Supplies” — All articles, materials, work or services the subject of the Order.

2. Official Orders, Variations And Special Conditions

2.1 The Company will only be bound by an Order if an official purchase order has been issued. The Company shall have the right to vary the Order but will not be bound by any variation of the Order or its conditions unless such variation is approved in writing by the Company's Purchasing Department.

2.2 The terms of this Order shall apply to the exclusion of all other documents except those specifically agreed by the Company and the Seller as being appropriate to include within the terms of this order or those incorporated from a general trading agreement agreed upon by the parties. If the Seller chooses to confirm acceptance of this order on Seller generated paperwork such documents shall have no effect except in so far as they confirm the terms of this Order.

2.3 Where a Government condition or other special condition is incorporated in the Order directly or by reference that condition will apply.

3. Price

Where prices have been agreed, they shall be fixed for the duration of the Order and exclusive of VAT but inclusive of all other taxes, fees and duties. No additional charge shall be made for packing, insurance or delivery unless agreed and incorporated in the Order.

4. Payment

4.1 The Seller shall submit by email to the Company a detailed priced invoice(s) in accordance with the instructions on the face of the Order. The invoice(s) shall be marked with the Order number and emailed to Purchase.Ledger@chp.org.uk

4.2 All invoices shall state the price for the Supplies exclusive of VAT and show the amount of VAT (if any) separately. Payment shall, unless otherwise stated on the Order, be made by the Company on the basis of net 30 days account.

5. Delivery

5.1 Any time or period for delivery, despatch or completion shall be of the essence. The Seller undertakes to notify the Company in writing without delay of any change in circumstances which may delay delivery. The Company shall be entitled to cancel the Order and/or claim reimbursement for all losses and expenses suffered in the event that; (i) the Seller fails to deliver the Supplies in accordance with the terms of the Order; or (ii) the Seller fails to make progress with the Order so as to jeopardise the purpose of the Order.

5.2 The Supplies shall be delivered to the Company's nominated address carriage and insurance paid or unless otherwise stated in the Order. The Supplies will be adequately packed, will be marked with the Company's Order Number and accompanied by paperwork that identifies the Order, the quantity and the description (including where appropriate weights and dimensions) of the Supplies.

6. Quality

6.1 The Supplies shall conform as to Order quantity, quality and description, be of satisfactory materials and workmanship, be capable of any standard or performance specified in the Order and be fit for their intended purpose.

6.2 The Supplies will comply with all relevant BS Specifications and EU legislation and directives. Reference in the Agreement to a British Standard or third party quality specifications shall be taken at the latest issue, supplement or amendment, unless otherwise stated.



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6.3 Where the Order provides for installation, erection or work of any nature to be carried out by the Seller, it shall be executed in accordance with the requirements stated in the Order and in accordance with good business practices. The Seller shall take all precautions necessary to ensure that the work is carried out safely and without risk to persons or property.

7. Rejection

If the Supplies are not in accordance with the Order the Company may reject such Supplies at the Seller's cost. The Company shall give the Seller written notice of such rejection and suspend payment of the invoice. In the event that it is impracticable for whatever reason to return the rejected Supplies to the Seller, the Company may require the Seller to carry out the necessary re-design, repair, modification or replacement as appropriate, at the Seller's expense where the Supplies are located.

8. Ownership And Risk

Ownership of the Supplies shall pass to the Company upon acceptance of the Supplies. Risk in the Supplies shall pass on receipt of the Supplies by the Company.

9. Warranty

Unless otherwise stated in the Order the Seller warrants that for a period of 12 months from the date of acceptance the Supplies are fit for the purpose, conform in all respects to the Specification and are free from defects in material, workmanship and design. The Seller shall at its own expense promptly either rectify any defects in the Supplies or replace the Supplies with new Supplies free from defects and the Seller shall be responsible for all ancillary costs relating thereto.

10. Termination

10.1 For Default: In the event of a breach of the Order or of any of these Conditions, the Company may give the Seller notice of such breach. If such breach is capable of remedy the Seller shall rectify the breach within 28 days from the date of notice. If the Seller does not rectify the breach within 28 days, or if the breach is not capable of remedy, then the Company may give the Seller written notice terminating the Order without incurring any liability whatsoever. In addition and without prejudice any other rights, the Company reserves the right to recover from the Seller the additional cost of purchasing the Supplies from elsewhere.

10.2 For Insolvency: If the Seller becomes insolvent, has a receiver or administrator appointed, is compulsorily or voluntarily wound up, or if the Company has reason to believe that any of such events may occur then the Company may, without prejudice to any other remedy, suspend the performance of or terminate the Order without liability other than for Supplies accepted prior to the date of termination.

10.3 For Convenience: The Order may be terminated by the Company at any time in whole or part by written notice. The Seller shall comply with any directions, which may be given by the Company, with regard to the Supplies. The Seller shall submit an account to the Company within one month with written evidence of costs incurred. The Company will agree a fair and reasonable price for all work done and unique material purchased for the purposes of the order up to the time of termination. The Seller will use all reasonable endeavours to minimise the cost to the Company. In no event shall the Company be liable for more than the price set out in the Order for the Supplies not delivered.

11. Intellectual Property Rights

All Intellectual Property arising from the Order shall vest in the Company. The Seller shall inform the Company as soon as is reasonably practicable of any Intellectual Property so arising. The Company may choose to protect the Intellectual Property and the Seller shall provide reasonable assistance to secure such protection at the Company's request. The Seller shall provide the Company with copies of the Intellectual Property in the format required. The Seller warrants that the Supplies shall not infringe any third party rights and shall indemnify the Company against all costs or expenses that result from the infringement or alleged infringement of any third party rights.

12. Confidentiality

The Seller shall keep this order and all information received from the Company, in whatever form, as strictly confidential and shall not disclose it to third parties without the prior written permission of the Company.

13. Assignment And Sub-Contracting

This Order shall not be assigned either in whole or in part without the consent in writing of the Company. Any substantial sub-contract of the Order must be agreed with the Company beforehand in writing.



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14. Indemnity

The Seller agrees to indemnify the Company against any and all claims, costs, damages, liabilities and expenses in respect of personal injury, death or loss of or damage to property and pecuniary loss (including all legal costs and penalties) caused by or resulting from the acts or omissions of the Seller, its sub-contractors, agents or Sellers in the performance of the Order.

15. Health And Safety

The Seller, its employees and its sub-contractors shall comply with the local procedures relating to discipline, fire, health and safety when on the Company's site(s) The Seller will promptly provide the Company with all present and future instructions relating to the use and disposal of Supplies and in particular draw attention to any dangers or hazards or restrictions associated with the Supplies. The Seller shall comply with all appropriate legislation, regulations or directives.

16. Insurance

The Seller shall effect and maintain throughout the continuance of this Order, or any liabilities arising from it, adequate insurance policies relevant to the performance of its obligations under this Order.

17. Visits To Premises

The Company shall be given access at reasonable times to the Seller's premises and shall be permitted to inspect, examine and test materials used in the manufacture of Supplies and tooling before, during or after manufacture of the Supplies.

18. Waiver

Any failure, delay, relaxation or concession by the Company in the exercise of its rights to insist upon the performance of any of the obligations or to exercise any rights hereunder, shall not be construed as a waiver or relinquishment of the future exercise of any such right, and the obligations of the Seller shall continue in full force and effect.

19. Law

This order shall be governed and construed in accordance with English Law and shall be subject to the exclusive jurisdiction of the English courts.

V3 16/01/16

