HARROW INDEPENDENT COLLEGE
School of Mathematics, Science & Economics

Harrow Independent College

Commercial Terms and Conditions

The Terms and Conditions set out below will be incorporated into orders placed by Harrow Independent College (HIC).

1. Interpretation

In these Terms and Conditions the following terms have the following meanings: -

"College" - shall mean Harrow Independent College (HIC) and shall include all departments of HIC.

The College's main office and the address for service of legal documents is:

Harrow Independent College
308-310, Eastcote Lane
Harrow
HA2 9AH
United Kingdom

"College Order or College Purchase Order" - shall mean any order made by the College using a Purchase Order Number (PO No.)

"Goods" - shall mean goods supplied pursuant to an Order.

"Services" - shall mean services supplied pursuant to an Order.

"The Consignee" - shall mean the member of staff of the College nominated to receive Goods or Services

"The Supplier" - shall mean the Supplier of the Goods and/or Services who is identified on the official College order form.

The headings in these conditions are for convenience only and shall not affect their interpretation.

2. General

These Terms and Conditions shall apply to all supplies of Goods and Services to the College pursuant to an Order. By making such supplies the Supplier accepts the incorporation and

application of the Terms and Conditions. The College is only prepared to place Orders on the basis of these Terms and Conditions.

No employee, servant or agent of the College is empowered to make any representation on behalf of the College which conflicts in any way with these Terms and Conditions, or to vary them in any way whatsoever, save by express agreement in writing signed by the Principal of the College or his duly appointed nominee. Any such nominee will be able to provide written proof of their delegated authority if required.

3. Orders

Purchase Orders will be issued on the official College order form. To be valid the order must carry a PO Number.

4. Price and invoicing

(i) Where the price is quoted on an Order it shall, unless otherwise stated, be inclusive of all charges for packaging, freight, carriage, insurance, delivery and installation of the Goods at the address as stated in the Order and any duties, tariffs, taxes or levies other than Value Added Tax. In such cases the price may not be increased without the College's prior written consent.

(ii) Where the price quoted in an Order is an estimated price, the Supplier shall supply the Goods and/or Services at his normal terms applying at the time the Order is issued (subject to Clause 8, below). In the event that the price of the Goods and/or Services exceeds the estimated price by more than 10% the College may decline to proceed with the Order and the Supplier must seek explicit confirmation to continue from the College before attempting to make delivery. Unless such confirmation is obtained the Supplier shall not be obliged to deliver the Goods or perform the Services but in the event that he does so he shall not be entitled to any increase above 10% of the estimated price.

(iii) Invoices must carry the Order number and be sent to the Invoice address stated on the official College order form. An invoice must be submitted for each Order and should detail the Goods or Services provided. The College will not pay any invoice that is not supported by the Order number.

(iv) Where delivery charges, handling charges or "minimum order surcharges" are expressly agreed not to be included in the price quoted in an Order, only one such charge or surcharge shall be payable by the College in respect of each order, regardless of the number of packages actually delivered in fulfillment of an Order, except where more than one delivery is made at the express request of the College.

(v) Invoices are paid 30 days after receipt (or 30 days after satisfactory delivery of the Goods or completion of the Services, whichever is the latest)

(vi) The following information must be quoted in the Supplier's invoices:-

a. Supplier's VAT registration number

b. College PO number

c. Number and type of packages per invoice

d. Delivery Terms (if at variance with Purchase Order)

5. Packing and Delivery

(i) Goods shall be securely packaged and clearly addressed to the Consignee.

(ii) Every delivery of Goods shall be accompanied by a delivery note stating the College PO number, the quantity and exact description of each article supplied. Any special directions for storage of perishable goods, and the expiry date of the contents (if applicable) must be clearly and visibly stated on the outside of every package.

(iii) Deliveries shall be made to the address shown in the College Order between 09.00 hrs and 16.30 hrs Monday to Friday unless otherwise specified by the College.

(iv) A signature, supported by a legibly printed name, acknowledging receipt of the Goods or Services must be obtained from the Consignee. Such signature shall not constitute acceptance of the Goods nor shall such signature or any acceptance by the College relieve the Supplier of any of his obligations in relation to the Services. The College shall be entitled to reject any workmanship or materials, or any Goods delivered which are not in accordance with the Order and the College will not be deemed to have accepted any of the Goods until it has had a reasonable time to inspect them following delivery.

(v) The College will not accept cash on delivery (COD) deliveries unless previously agreed.

(vi) The College shall not be obliged to safeguard or return any packaging unless it is clearly marked "returnable", shows the Supplier's name and address and is invoiced separately and credited in full upon return.

6. Risk

The Goods and any work performed by the Supplier shall be and remain for all purposes at the risk of the Supplier until the Consignee pursuant to Clause 5 accepts them or the completion of the Services, whichever is the later.

7. Delivery date or completion deadline

If a College Order whether placed verbally or in writing states a specific date on or before which delivery of the Goods is to be made or the Services completed, the College shall be entitled to reject Goods or Services delivered or performed after such date and the Supplier shall be liable for any loss, damage or expense incurred by the College as a result of any failure to deliver or perform in accordance with the terms of the College Order or at all.

8. Discounts

The College is entitled to all discounts or special terms negotiated with the supplier.

9. Variations

The College may at any time instruct the variation of the Goods or Services or the manner of their delivery or performance, save that variations affecting Goods shall be instructed before dispatch or shipment of such Goods. Where in the College's opinion such variation or any breach of the Order by the College will prevent the Supplier from complying with a delivery date or completion deadline stated in the Order, the College should by notice in writing grant a fair and reasonable extension to such date and/or deadline.

The College and Supplier shall endeavour to agree in advance any price change connected with a variation. Failing such agreement, and strictly provided that the Supplier has notified the College of any claimed price increase in advance of performing the variation, the College shall pay the reasonable cost of giving effect to the variation, not to exceed the sum notified in advance by the Supplier. Provided always that no price increase shall be payable for any variation which arises or is necessitated due to any breach of this Order or the negligence or default of the Supplier, its servants, agents or sub-contractors.

10. Title

Save as shall otherwise have been expressly agreed in writing between the College and the Supplier title to and property on the Goods shall pass to the College on acceptance by the Consignee pursuant to Clause 5 (iv).

11. Warranties and Guarantees

Without prejudice to any guarantees and warranties implied by law, the Goods and Services (including all material and workmanship) shall comply in every respect with any requirements of the College set out or referred to in the official College PO form. All guarantees given by a manufacturer, and/or a supplier in respect of the Goods shall form a part of and be incorporated in this Order provided that nothing in such warranties or guarantees shall be effective to exclude or limit the Suppliers liability.

12. Advertising

The name of the College, its constituent institutions or departments shall not be used in advertising for any purpose without the prior written consent of the Principal.

13. Confidentiality

(i) All matters concerning any College Purchase Order shall be confidential.

(ii) Any drawings, specifications, circuit diagrams, computer programmes, tools or materials supplied by the College shall be used only for the purpose for which they are so supplied and shall not be divulged, copied or transmitted to third parties without prior written permission from the Principal. Such items remain the property of the College and shall be returned upon completion of the College Purchase Order.

14. Force Majeure

The College shall not be liable to the Supplier for any loss, damage or expense incurred by the Supplier by reason of the failure of the College to accept the Goods or Services due to any circumstance or circumstances reasonably outside the College's control.

15. Sub-contracting

College Purchase Orders shall not be redirected, assigned or subcontracted to other suppliers without the prior agreement of the College.

16. Patent Infringement

The Supplier shall indemnify and keep the College indemnified against all liability for the infringement of patents or breach of copyright or the infringement of other intellectual property rights protected by law, arising out of the supply of the Goods or Services to the College and against such liability arising out of the use by the College of the Goods so supplied.

17. Building work

Contracts involving structural alterations or maintenance to the fabric of College building are subject to special terms and conditions and such contracts shall not be undertaken on any other basis. The relevant terms and conditions may be obtained from the Principal of the College.

18. Health and Safety

(i) The Supplier shall comply at all times with the College safety policy and with all applicable statutory requirements (including without limitation the Health and Safety at Work etc. Act 1974) and shall indemnify and keep the College indemnified against all civil liability incurred for the Supplier's breach of or failure to comply with same.

(ii) The College Health and Safety policy and Fire Hazards and Safety procedures may be viewed on the College's website. It is the Supplier's responsibility to obtain a copy of these policies and he must do so and acquaint himself with the same before entering any premises of the College.

(iii) The College will not accept any liability for any cost incurred by the Supplier in complying with the College Health and Safety policy and Fire Hazards and Safety procedures. Any such costs shall be deemed to be included in the Supplier's estimate or tender.

(iv) The Supplier is advised that the work of the Science Lab in the College involves activities that are potentially hazardous to health and safety unless appropriate precautions are taken. The Lab should not therefore be entered by anyone unless accompanied by an authorised member of the College staff.

19. Corrupt gifts

(i) The Supplier shall not offer or agree to give any person in the service of the College any gift or consideration of any kind as inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Order

or contract with the College or for showing or forbearing to show favour or disfavour to any person in relation to this or any other Order or contract with the College.

(ii) Any breach of this Clause 19 by the Supplier or by anyone employed by him or acting on his behalf (whether with or without the knowledge of the Supplier) or the commission of any offence by the Supplier or by anyone employed by him or acting on his behalf under the Prevention of Corruption Acts 1889 to 1916, in relation to this or any other order made by the College shall entitle the College (without prejudice to any other rights and remedies) to cancel the Order with immediate effect. Following such cancellation (and without prejudice to the Colleges rights under Clause 20) the College shall be entitled to recover from the Supplier the value of any gift or consideration as aforesaid and all payments made by the College pursuant to the Order, provided that the College shall return to the Supplier any goods or materials previously supplied to the Order which can reasonably and without expense be returned.

(iii) Any dispute, difference or question arising out or in connection with the interpretation of this Clause 19 or the exercise by the College of it remedies under this Clause 19 shall be decided by the College whose decision shall be final and conclusive.

21. Cancellation

The College may by written notice, cancel an Order in whole or part at any time. Subject to the following sentence the College shall pay in accordance with the Order for Goods and Services supplied up to the date of cancellation together with the Supplier's reasonable unavoidable costs incurred because of the cancellation of the Order. Where the College under Clause 19 makes the cancellation or where the Supplier was in breach of the Order at the date of cancellation, the rights of the College and the Supplier should be the same as if the Supplier had, by such breach, repudiated the Order and the College had by its notice accepted such repudiation.

22. Indemnity

The Supplier shall indemnify the College against each and every liability the College may incur to any person, and against all loss, damage, expenses, costs, claims and proceedings suffered or incurred by the College to the extent that the same arise out of or in connection with any breach by the Supplier of this Order or any negligence, omission or default by the Supplier, its servants, agents or subcontractors.

23. Waiver of rights and severability of conditions

Any failure by the College to enforce these Terms and Conditions in a particular instance shall not be construed as a relinquishment of its rights in future instances. If any provision of these Terms and Conditions is held to be invalid or unenforceable in whole or in part, the remaining provisions shall remain in full force and effect.

24. Legal construction

The College Order shall in all respects be construed in conformity with and governed by English Law and, unless otherwise agreed shall be subject to the exclusive jurisdiction of the English Courts.

25. Precedence over the other terms and conditions

These Terms and Conditions shall have precedence over any printed conditions appearing in acknowledgements, acceptance forms, delivery notes, etc. issued by the Supplier and other printed conditions shall not be incorporated in Purchase Orders placed by the College and shall have no effect whatsoever.