**Standard terms and conditions for the purchase of services**

***Amend as required to suit your specific needs***

* *Change the logo in the Header to your own*
* *Use the select all then replace all to amend the document for your NGB/Organisation*
* *If your NGB is an unincorporated organisation i.e. not a Company replace all reference to the Board of Directors with the name of your NGB governing committee e.g. Executive or Management Group*
* *If your NGB is a charity your governing group may be the Trustees or similar*

**THE (NAME OF NGB) STANDARD TERMS AND CONDITIONS FOR**

**PURCHASE OF SERVICES**

INTERPRETATION

1. In these Conditions the following words shall have the following meanings:

|  |  |
| --- | --- |
| **“Contract”** | the contract between (Name of NGB) and Supplier for the supply of the Services to (Name of NGB), |
| **“Order”** | any purchase order of (Name of NGB) for the Services, incorporating these terms and conditions and including without limitation the Programme of Work and Service Levels (if any), |
| **“Programme of Work”** | the programme of work applying to the Services as may be specified on the Order, |
| **“Service Levels”** | the Service Levels for performance of the Services as may be specified on the Order, |
| **“Services”** | any services which (Name of NGB) is to purchase from the Supplier (including any of them or any part of them), |
| **“Supplier”** | the person, firm or company who (Name of NGB)s Order is issued to |

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

FORMATION AND INCORPORATION

1. These terms and conditions are the only conditions upon which (Name of NGB) is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms or conditions. No terms and/or conditions endorsed upon, delivered with or contained in the Supplier’s quotation, acknowledgement or acceptance of order, specification or similar document will form part of the Contract and the Supplier waives any right which it otherwise might have to rely on such terms and/or conditions. Any reference below to such documents will not be deemed to imply that any terms or conditions endorsed upon, delivered with or referred to in such documents will have effect to the exclusion or amendment of the Contract terms.
2. Each Order for Services by (Name of NGB) to the Supplier shall be deemed to be an offer by (Name of NGB) to purchase Services subject to these terms and conditions and no Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part, accepts the offer.
3. Any variation to the Order or these terms and conditions shall have no effect unless expressly agreed in writing and signed by an authorised representative of (Name of NGB).

**PROVISION OF THE SERVICES**

1. The Supplier shall provide the Services at such locations and strictly in accordance with the Service Levels and the Programme of Work. If no such Service Levels are specified the Supplier shall carry out the Services with due care and diligence and to such high standard as (Name of NGB) shall reasonably be entitled to expect. If no such Programme of Work is specified the Supplier shall provide the Services at such times as (Name of NGB) may reasonably request.
2. The Services shall be performed by appropriately skilled personnel.
3. The Supplier shall comply with all applicable standards, regulations and/or other legal requirements concerning the provision of the Services.
4. (Name of NGB) shall have the right to inspect all works, facilities and records of the Supplier connected with the performance of the Services at any time during the period of the Contract. For such purpose the Supplier shall or shall procure that any third party shall provide (Name of NGB) with all facilities required for inspection.
5. If as the result of such inspection (Name of NGB) is not satisfied that the Services will comply in all respects with the Contract and (Name of NGB) so informs the Supplier within 28 days of inspection the Supplier shall take all steps necessary to ensure compliance.
6. Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Services and any such inspection or testing shall not diminish or otherwise affect the Supplier’s obligations under the Contract.
7. (Name of NGB) may at any time make changes in writing relating to the Contract including, without limitation, changes in the description, specification, Programme of Work or Service Levels. If such changes result in an increasing cost of, or time required for, the performance of the Contract an equitable adjustment shall be made to the price, Programme of Work or both. Any claim or adjustment by the Supplier must be approved by (Name of NGB) in writing before the Supplier proceeds with such changes.

**PERFORMANCE**

1. Subject to Condition 14 time of the performance of the Services shall be of the essence of the Contract. The Supplier shall notify (Name of NGB) forthwith of any likely delays.
2. (Name of NGB) shall be entitled at its absolute sole discretion to delay performance of the Services. In such case the Services shall not be invoiced until they are performed.

PRICE

1. The price payable for the Services shall be that stated in the Order and unless otherwise stated shall be:

15.1 inclusive of all charges including but not limited to insurance and performance of the Services and any duties, imposts, levies or taxes other than value added tax; and

15.2 fixed for the duration of the Contract.

1. No variation in the price nor extra charges can be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of (Name of NGB).

PAYMENT

1. The Supplier shall be entitled to invoice (Name of NGB) on or at any time after provision of the Services and each invoice shall quote the number of the Order.
2. Unless otherwise stated in the Order, and subject always to the satisfactory performance of the Services in accordance with the Contract, (Name of NGB) shall pay the price of the Services within 30 days after the receipt by (Name of NGB) of a proper invoice.
3. Without prejudice to any other right or remedy, (Name of NGB) reserves the right to set off any amount owing at any time from the Supplier to (Name of NGB) against any sums payable by (Name of NGB) to the Supplier under the Contract.

CONFIDENTIALITY

1. The Supplier shall keep in strict confidence all confidential information concerning (Name of NGB) which the Supplier may obtain and the Supplier shall restrict disclosure of such confidential material to such of its employees, agents or sub-contractors as need to know the same for the purpose of discharging the Supplier’s obligations to (Name of NGB) and shall ensure that such employees, agents or sub-contractors are subject to like obligations of confidentiality as bind the Supplier.

**(Name of NGB) PROPERTY**

1. Materials, equipment, copyright, design rights or any other forms of intellectual property rights in all drawings, specifications and data supplied by (Name of NGB) to the Supplier shall at all times be and remain the exclusive property of (Name of NGB) and shall be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to (Name of NGB) and shall not be disposed of other than in accordance with (Name of NGB) written instructions, nor shall such items be used otherwise than as authorised by (Name of NGB) in writing.

**INTELLECTUAL PROPERTY**

1. If the Supplier makes any design, copyright work, invention, discovery or creates any other intellectual property in the course of or otherwise resulting from an Order (“a Discovery”), the Supplier shall provide (Name of NGB) with full details thereof. Unless otherwise expressly agreed in writing by (Name of NGB), absolute title in a Discovery shall be (Name of NGB)s. The Supplier shall provide to (Name of NGB) such waivers and assignments as may be required to vest the Discovery in (Name of NGB) and such copies of drawings, data, specifications and any other information as (Name of NGB) may require in order fully to exploit the Discovery and to obtain protection by way of registration or otherwise of the rights of (Name of NGB) in the Discovery.
2. The Supplier shall not without (Name of NGB)s prior written consent perform Services incorporating the Discovery to any third party.

INDEMNITY

1. The Supplier shall indemnify and keep indemnified (Name of NGB) in full from and against all direct, indirect or consequential liability, loss, damages, injury, costs and expenses (including legal expenses) awarded against or incurred or paid by (Name of NGB) as a result of or in connection with:

24.1 breach of any provision of the Contract;

24.2 any claim that the provision of the Services infringe the British or foreign patent, copyright, registered design, design right, trade mark, trade name or other intellectual property right of any other third party except to the extent that the claim arises from any specifications or descriptions provided by (Name of NGB);

24.3 any claim made against (Name of NGB) in respect of any liability, loss, damage, cost or expense sustained by (Name of NGB) employees or agents by any customer or third party to the extent that such liability, loss, damage, cost or expense was caused by, relates to or arises from the Services; or

24.4 any act or omission of the Supplier or its employees, agents or sub-contractors in providing the Services in accordance with the Contract.

TERMINATION

1. (Name of NGB) shall be entitled to cancel any Order in whole or in part by giving notice to the Supplier at any time prior to provision of the Services in which event (Name of NGB)s sole liability shall be to pay to the Supplier fair and reasonable compensation for work-in-progress at the time of cancellation but such compensation shall not include loss of anticipated profits or any consequential loss.
2. (Name of NGB) shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract forthwith if:

26.1 the Supplier commits a breach of any of the terms and conditions of the Contract;

26.2 any distress, execution or other legal process is levied upon any of the assets of the Supplier;

26.3 the Supplier enters into any arrangement or composition with its creditors, commits any act of bankruptcy or (being a corporation) if an order is made or an effective resolution is passed for its winding up (except for the purposes of amalgamation or reconstruction), or if a petition is presented to court, or if a receiver and manager, receiver, administrative receiver or administrator is appointed in respect of the whole, or any part of, the Supplier’s undertaking or assets;

26.4 the Supplier ceases or threatens to cease to carry on its business;

26.5 the financial position of the Supplier deteriorates to such an extent that in the opinion of (Name of NGB) the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy; or

26.6 (Name of NGB) reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier.

1. The termination of the Contract, however arising, will be without prejudice to the rights and duties of either party accrued prior to termination. The Conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

REMEDIES

1. Without prejudice to any other right or remedy which (Name of NGB) may have, if any Services are not supplied in accordance with, or the Supplier fails to comply with any of, the terms of this Contract (Name of NGB) shall be entitled to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Services have been provided to (Name of NGB):
   1. to rescind the Order;
   2. to cancel the Services (in whole or in part) on the basis that a full refund for the Services so cancelled shall be paid forthwith by the Supplier;
   3. at (Name of NGB)s option to give the Supplier the opportunity at the Supplier’s expense to re-perform the Services or part thereof and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;
   4. to refuse to accept any further provision of the Services but without any liability to the Supplier;

28.5 to claim such damages as may have been sustained in consequence of the Supplier’s breaches of the Contract.

HEALTH AND SAFETY

1. In respect of all Services provided the Supplier will maintain and observe quality control and supplier quality assurance standards in accordance with the requirements of (Name of NGB), its customs, relevant British Standards, statutory and regulatory bodies.
2. The Supplier will maintain detailed quality control records for the period of at least 12 years from the date of supply of Services.

ASSIGNMENT

1. This Contract is personal to the Supplier and the Supplier shall not assign or transfer or purport to assign or transfer to any other person any of its rights or subcontract any of its obligations under the Contract without the prior written consent of (Name of NGB).
2. (Name of NGB) may assign the Contract or any part thereof to any person, firm or company.

FORCE MAJEURE

1. (Name of NGB) reserves the right to defer the date of provision or payment or to cancel the Contract or reduce the amount or nature of the Services ordered if it is prevented from or delayed in the carrying on of its business through any circumstances beyond its reasonable control.
2. without prejudice to the generality of condition 33 the following shall be included as causes beyond (Name of NGB)s reasonable control:
   1. governmental actions, war or threat of war, an act of terrorism, national emergency, riot, civil disturbance, sabotage or requisition;
   2. Act of God, fire, explosion, flood, epidemic or accident;
   3. import or export regulations or embargoes;
   4. labour disputes not including the work-force of the Supplier;
   5. inability to obtain or delay in obtaining supplies of adequate or suitable material, fuel, parts, machinery or labour; or
   6. a power failure or breakdown of machinery.

GENERAL

1. Each right or remedy of (Name of NGB) under the Contract is without prejudice to any other right or remedy of (Name of NGB) whether under the Contract or not.
2. Any provision of the Contract which is held by a competent authority to be invalid, void, voidable, unenforceable or unreasonable (in whole or in part) shall to the extent of such invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the other provisions of the Contract and the remainder of such provision shall not be affected.
3. Failure of (Name of NGB) to enforce or partially enforce any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.
4. The parties to this Agreement do not intend that any of its terms will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.
5. The formation, construction, performance, validity and all aspects of the Contract are governed by English law and the parties submit to the exclusive jurisdiction of the English courts.
6. A copy of these Conditions in the Welsh language is available upon written request to (Name of NGB). In the event of any conflict or inconsistency between the English language and Welsh language versions of these Conditions the English language version shall prevail. *(delete as appropriate)*
7. **Relationship to Other Procedures.**
   1. The terms and conditions document will be implemented in conjunction with the other governance and financial policies and procedures of (name of NGB), *(amend as necessary):*

* Purchasing Procedure**\***
* Credit Card Procedure**\***
* Financial Delegations of Authority**\***

1. **Review of Procedure**
   1. This procedure will be reviewed in outline by the Chief Executive Officer/ Finance Director (*amend as necessary)* and will be reviewed in detail every two years or more frequently if appropriate due to changes in circumstances. Changes to the procedure will be recommended by the Finance Committee (*amend as necessary)* to the Board)

Issue date:

Review date:

Version:

Responsible:

**\***Example templates available on the WSA website