**STANDARD TERMS AND CONDITIONS FOR PURCHASE OF GOODS**

***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 GOODS**

INTERPRETATION

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

|  |  |
| --- | --- |
| **“Goods”** | any goods which (Name of NGB) is to purchase from the Seller (including any of them or any part of them) |
| **“Seller”** | the person, firm or company who (Name of NGB)s Order is issued to |
| **“Contract”** | the contract between (Name of NGB) and Seller for the sale and purchase of the Goods |
| **“Order”** | any purchase order of (Name of NGB) for the Goods, incorporating these terms and conditions |

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 Seller 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 Seller’s quotation, acknowledgement or acceptance of order, specification or similar document will form part of the Contract and the Seller 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 Goods by (Name of NGB) to the Seller shall be deemed to be an offer by (Name of NGB) to purchase Goods subject to these terms and conditions and no Order shall be accepted until the Seller 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).

SPECIFICATION

1. The quantity, quality and description of the Goods shall, subject as provided in these Conditions, be as specified in the Order and/or in any applicable specification supplied or advised by (Name of NGB) to the Seller.
2. The Seller shall comply with all applicable standards, regulations and/or other legal requirements concerning the manufacture, packaging, packing and delivery of the Goods.
3. (Name of NGB) shall have the right to inspect and test the Goods at all times and the Seller shall not unreasonably refuse any request by (Name of NGB) to inspect and test the Goods during manufacture, processing or storage at the premises of the Seller or any third party prior to despatch and the Seller shall provide (Name of NGB) with all facilities reasonably required for inspection and testing.
4. If as the result of such inspection or testing (Name of NGB) is not satisfied that the Goods will comply in all respects with the Contract and (Name of NGB) so informs the Seller within 28 days of inspection or testing the Seller shall take all steps necessary to ensure compliance.
5. Notwithstanding any such inspection or testing, the Seller shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Seller’s obligations under the Contract.
6. The Seller acknowledges that precise conformity of the Goods with the Contract is of the essence of the Contract and (Name of NGB) shall be entitled to reject the Goods if they are not in conformance with the Contract, however slight the breach may be.
7. The Goods shall be marked in accordance with (Name of NGB)s instructions and any applicable regulations or requirements of the carrier and properly packed and stored so as to reach their destination in an undamaged condition in the ordinary course.
8. (Name of NGB) may at any time make changes in writing relating to the Contract including changes in the drawings or specifications, method of shipment, quantities, packing or time or place of delivery. 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, delivery schedule or both. Any claim or adjustment by the Seller must be approved by (Name of NGB) in writing before the Seller proceeds with such changes.

DELIVERY

1. The Goods shall be delivered carriage paid to (Name of NGB)s place of business or if some other place of delivery is agreed by (Name of NGB) in writing by delivery of the Goods to that place during (Name of NGB) normal office hours. The Seller shall off-load the Goods at its own risk as directed by (Name of NGB).
2. The Goods shall be delivered on the date or within the period specified in the Order, or if no such period is specified then within 28 days of the Order.
3. The Seller shall ensure that each delivery is accompanied by a delivery note which is prominently displayed and which shows, inter alia, the order number, date of order, number of packages and contents and, in the case of part delivery, the outstanding balance remaining to be delivered.
4. Time for delivery shall be of the essence of the Contract.
5. The Goods are not delivered on the due date then, without prejudice to any other rights which it may have, (Name of NGB) reserves the right to:
	1. cancel the Contract in whole or in part;
	2. refuse to accept any subsequent delivery of the Goods which the Seller attempts to make;
	3. recover from the Seller any expenditure reasonably incurred by (Name of NGB) in obtaining the Goods in substitution from another supplier; and
	4. claim damages for any additional costs, loss or expenses incurred by (Name of NGB) which are in any way attributable to the Seller’s failure to deliver the Goods on the due date

19. (Name of NGB) shall not be deemed to have accepted the Goods until (Name of NGB) has had [28] days to inspect them following delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

20. No Goods supplied under the Contract earlier than the date for delivery set out in these terms and conditions, or in any delivery schedule, will be accepted or paid for unless (Name of NGB) notifies the Seller in writing of its intention to accept the same.

21.The Seller shall supply (Name of NGB) on delivery of the Goods with all operating and safety instructions, warning notices clearly displayed and other information as may be necessary for their proper use, maintenance and repair for (Name of NGB) to accept delivery of the Goods.

22. Unless (Name of NGB) expressly agrees otherwise in writing, containers and packing must be supplied free but will be returned, if required, at the Seller’s risk and expense.

23. Where more than one item of Goods is involved in the Order and (Name of NGB) agrees to accept delivery by instalments, the Contract shall be construed as a separate contract in respect of each instalment. Nevertheless failure to deliver any instalment shall entitle (Name of NGB) at its option to treat the Contract as repudiated.

24.If the Goods are delivered to (Name of NGB) in excess of the quantities ordered (Name of NGB) shall not be bound to pay for the excess and any excess will be and will remain at the Seller’s risk and will be returnable at the Seller’s expense.

RISK/OWNERSHIP

25. Risk in the Goods shall pass to (Name of NGB) upon delivery to (Name of NGB) in accordance with the Contract.

26. The ownership of the Goods shall pass to (Name of NGB) upon delivery.

PRICE

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

27.1 inclusive of all charges including, but not limited to, packaging material, packing, shipping, loading, carriage, insurance and delivery of the Goods to the delivery address and any duties, imposts, levies or taxes other than value added tax; and

 27.2 fixed for the duration of the Contract.

28. 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

PAYMENT

29. The Seller shall be entitled to invoice (Name of NGB) on or at any time after delivery of the Goods and each invoice shall quote the number of the Order.

30. Unless otherwise stated in the Order (Name of NGB) shall pay the price of the Goods within 30 days after the receipt by (Name of NGB) of a proper invoice.

31.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 Seller to (Name of NGB) against any sums payable by (Name of NGB) to the Seller under the Contract.

CONFIDENTIALITY

32.The Seller shall keep in strict confidence all confidential information concerning (Name of NGB) which the Seller may obtain and the Seller 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 Seller’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 Seller.

 **(NAME OF NGB)s PROPERTY**

33.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 Seller shall at all times be and remain the exclusive property of (Name of NGB) and shall be held by the Seller in safe custody at its own risk and maintained and kept in good condition by the Seller 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**

34.If the Seller 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 Seller 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 Seller 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.

35. The Seller shall not without (Name of NGB)s prior written consent provide goods incorporating the Discovery to any third party.

WARRANTIES AND INDEMNITY

36. The Seller warrants to (Name of NGB) that the Goods:

36.1 will be of satisfactory quality within the meaning of the Sale of Goods Act 1994, and fit for any purpose held out by the Seller or made known to the Seller in writing at the time the Order is placed;

 36.2 will be free from defects in design, material and workmanship;

 36.3 will correspond in every respect with any specifications, drawings, samples or descriptions provided by (Name of NGB); and

 36.4 will comply with all statutory requirements and regulations and voluntary codes of conduct relating to the Goods and their sale and supply.

37.The Seller 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:

37.1 breach of any warranty given by the Seller in relation to the Goods;

37.2 any claim that the Goods infringe, or their use, resale or importation infringes 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, drawings, samples or descriptions provided by (Name of NGB);

37.3 any claim made against (Name of NGB) in respect of any liability, loss, damage, cost or expense sustained by (Name of NGB)s 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 Goods; or

37.4 any act or omission of the Seller or its employees, agents or sub-contractors in supplying, delivering and installing the Goods in accordance with the Contract.

TERMINATION

38. (Name of NGB) shall be entitled to cancel any Order in whole or in part by giving notice to the Seller at any time prior to delivery of the Goods in which event (Name of NGB)s sole liability shall be to pay to the Seller 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.

39. (Name of NGB) shall have the right at any time by giving notice in writing to the Seller to terminate the Contract forthwith if:

39.1 the Seller commits a breach of any of the terms and conditions of the Contract;

 39.2 any distress, execution or other legal process is levied upon any of the assets of the Seller;

39.3 the Seller 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 Seller’s undertaking or assets;

 39.4 the Seller ceases or threatens to cease to carry on its business;

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

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

40. 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

41. Without prejudice to any other right or remedy which (Name of NGB) may have, if any Goods are not supplied in accordance with or the Seller 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 Goods have been accepted by (Name of NGB):

 41.1 to rescind the Order;

 41.2 to reject the Goods (in whole or in part) and return them to the Seller at the risk and cost of the Seller on the basis that a full refund for the Goods so returned shall be paid forthwith by the Seller;

41.3 at (Name of NGB)s option to give the Seller the opportunity at the Seller’s expense either to remedy any defect in the Goods or to supply replacement Goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

41.3 to refuse to accept any further deliveries of the Goods but without any liability to the Seller;

41.4 to carry out at the Seller’s expense any work necessary to make the Goods comply with the Contract; and

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

HEALTH AND SAFETY

42. Any Goods supplied or installed under the Contract shall be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health and all Goods will be supplied with full instructions for their proper use maintenance and repair and with any necessary warning notices clearly displayed.

43. The Seller agrees before delivery to furnish (Name of NGB) in writing with a list by name and description of any harmful or potentially harmful properties or ingredients in the Goods supplied whether in use or otherwise and thereafter information concerning any changes in such properties or ingredients. (Name of NGB) will rely on the supply of such information from the Seller in order to satisfy its own obligations under the Health and Safety at Work Act 1974 and any other relevant legislation.

44. In respect of all goods supplied the Seller 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.

45. The Seller will maintain detailed quality control and manufacturing records for the period of at least 12 years from the date of supply of Goods.

46. It is the responsibility of the Seller to acquaint itself with the purposes for which the Goods supplied are to be used.

ASSIGNMENT

47. This Contract is personal to the Seller and the Seller 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).

48. (Name of NGB) may assign the Contract or any part thereof to any person, firm or company.

FORCE MAJEURE

49.(Name of NGB) reserves the right to defer the date of delivery or payment or to cancel the Contract or reduce the volume of the Goods ordered if it is prevented from or delayed in the carrying on of its business through any circumstances beyond its reasonable control.

50. Without prejudice to the generality of condition 49 the following shall be included as causes beyond (Name of NGB)s reasonable control:

50.1 governmental actions, war or threat of war, an act of terrorism, national emergency, riot, civil disturbance, sabotage or requisition;

 50.2 Act of God, fire, explosion, flood, epidemic or accident;

 50.3 import or export regulations or embargoes;

 50.4 labour disputes not including the work-force of the Seller;

 50.4 inability to obtain or delay in obtaining supplies of adequate or suitable material, fuel, parts, machinery or labour; or

 50.5 a power failure or breakdown of machinery.

GENERAL

51. 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.

52. 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.

53. 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.

54. 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.

55. 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.

56. 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.

**Relationship to Other Procedures.**

This terms and conditions template will be implemented in conjunction with the other governance and financial policies and procedures of (name of NGB), *(amend as necessary):*

* Purchasing Procedure**\***

**Review of Procedure**

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 template can be found on the WSA website