

COPY

Purchase Order

from the University of Glasgow
charity number SC004401

VAT Registration Number: GB 671 798 093

UNIV OF EDINBURGH

Finance Dept
9/16 Chambers Street
EDINBURGH
EH1 1HT

Order Number	1697995
Order Date	15/01/2016
Our Contact	Robyn Bannerman
Email Address	robyn.bannerman@glasgow.ac.uk
Purchase Officer	Elaine Indoo
Your Reference	

All invoices submitted should be PDF format and sent to Finance Accounts Payable at finance-accountspayable@glasgow.ac.uk

Invoice Address

Delivery Address

4 Lilybank Gardens
University Of Glasgow
GLASGOW
G12 8RZ

University of Glasgow
Finance Office
Main Building
East Quadrangle
Glasgow
G12 8QQ
United Kingdom

Please Note:

Customer Ref:

Product	Product Description	Qty	Unit Price	Amount in GBP
R13	SGSAH CDF - Creative Art Writing (FAO Kirsty Woomble)	1.00	2,500.00	2,500.00
COPY				
TOTAL AMOUNT OF ORDER EXCLUDING VAT, TAXES AND DUTY			Order Total:	2,500.00

Acceptance of this order implies the supplier's agreement to the terms and conditions attached or published separately except to the extent that the Buyer agrees otherwise in writing. The terms and conditions are also available on the University of Glasgow website

The University will not accept any liability for goods delivered that are in excess of those detailed on this purchase order. In the event of over supply you will be asked to retrieve the surplus goods at your own expense and payment will be made for the ordered amount only. Please note the University operate a strict 'No Order' - 'No Payment' policy. Invoices received where no order has been raised will be returned to the Supplier.

Departments please note:.. If any of the goods ordered include radioactive materials a copy of the order must be sent to the Radiation Protection Service, Kelvin Building, and the delivery address must indicate the laboratory in which the goods will be used.



1. General

The terms of the Contract, of which these terms form part, apply in preference to and supersede a terms and conditions referred to, offered, or relied on by Seller at any stage in the dealings between Buyer and Seller with reference to Goods or Services to which this Contract relates not withstanding any provision similar in meaning to this in Seller's own terms and conditions. Delivery of Goods or Services shall be conclusive evidence that the terms of the Contract apply. Without prejudice to the foregoing generality, Buyer shall not be bound by any standard or printed terms referred to or furnished by Seller in any of its documents, unless Seller specifically states in writing separately from such terms that such terms are required to apply and Buyer acknowledges this in writing. In this context, quotations referred to in the Contract are referenced only for price, delivery and quality. When the Contract contains other terms and conditions, and conflict occurs the order of precedence shall be:-

- 1.1 An agreed amendment to the Contract,
- 1.2 The terms and conditions in the Contract overleaf,
- 1.3 The terms and conditions in the attachments to the Contract,
- 1.4 These Terms and Conditions.

2. Definitions

- 2.1 'Amendment' means any authorised variation to the Contract confirmed by Buyer by furnishing Seller with an Authorised Contract Amendment form carrying the words 'This Contract Amends Contract No.....'
- 2.2 'Authorised' means signed by the person(s) either named or whose status is shown on the face of the Contract.
- 2.3 Buyer' means the Court of the University of Glasgow or any wholly owned or associated subsidiary so named at the address stated on the Contract.
- 2.4 'Contract' means Buyer's Authorised Purchase order form or any other terms and conditions contained in Buyer's documentation entered into between Buyer and Seller pursuant to which Buyer's Authorised Purchase order form has been issued or a transaction constituted with a purchasing card issued by the Buyer.
- 2.5 'Delivered' means Goods or Services have been satisfactorily received at the address for delivery stated on the Contract.
- 2.6 'Firm and Fixed Price' means no variation of price nor reconciliation of costs is permitted.
- 2.7 'Goods or Services' means all matter, articles, things, or provision of labour to carry out tasks, which are the subject of the Contract.
- 2.8 'Packaging' includes bags, cases, carboys, cylinders, drums, pallets, tank wagons and other containers.
- 2.9 'Seller' means the person, firm or company to whom the Contract is awarded.
- 2.10 'WEEE' means any Goods or Services which fall within the definition of waste electrical or electronic equipment in Directive 2002/96/EC.

Any reference to a statute, Directive or Inland Revenue scheme shall include any amendment, re-enactment or replacement thereof.

3. Authority

Buyer shall not be liable for any Contract amendment, letter of intent, or instruction to proceed with a Contract unless and until Seller is issued with Buyer's Authorised Contract form.

4. Assignment and Sub-Contracting

Seller shall not assign or contract any of its rights or duties under the Contract without prior written consent of Buyer.

Where prior written consent is given, Seller shall remain liable for the performance of the Contract, and ensure that any assignee or sub-contractor complies with the requirements of the Contract. When requested by Buyer, details and a copy of any assignment or sub-contract documentation shall be immediately provided at no charge.

5. Intellectual Property

Seller warrants that no Goods or Services supplied against the Contract will infringe any patent, trade mark, registered design, copyright or other intellectual property of any third party and Seller shall indemnify Buyer against all actions, suits, claims, demands, losses, charges, costs and expenses which Buyer may suffer or incur as a result of or in connection with any breach of this condition.

Where development forms part of this Contract, the right of ownership of any invention, design or intellectual property arising from such development shall be transferred to Buyer, and Seller shall co-operate in any measure necessary to make such transfer effective as soon as any such right arises.

Seller shall treat all information provided by Buyer as confidential and use such information only for the purposes of fulfilling the Contract. Where drawings or other data are issued, Seller shall exercise proper custody and control of same. Such drawings or other data provided by Buyer shall remain the property of Buyer. On completion, cancellation or termination of the Contract for any reason Seller shall return/dispose of such in accordance with Buyer's written instructions and shall keep no copies.

6. Variations

Seller shall not alter any of Goods or Services, except as directed in writing by Buyer. Buyer shall have the right, from time to time during the execution of the Contract by Amendment, to direct Seller to add to or omit, or otherwise vary, Goods and Services, and Seller shall carry out such variations and be bound by the same conditions, so far as applicable, as though the terms of the Amendment were stated in the contract.

7. Delivery, Packaging, Marking and WEEE

Any time or period for delivery, despatch or completion shall be of the essence. All goods supplied against the Contract must be adequately protected against damage and deterioration in transit and delivered carriage paid. Any information relating to the handling of goods upon receipt is to be clearly marked on the exterior Packaging and accompanying paperwork. Unless otherwise provided in the Contract, Seller shall be responsible for the collection and disposal of all returnable Packaging at no cost to Buyer, and Seller hereby warrants to Buyer that Seller conforms and will conform to all laws and regulations governing the disposal of Packaging. Seller shall be responsible for the collection, treatment and disposal of all WEEE at no cost to Buyer. Seller hereby warrants to Buyer that Seller conforms and will conform to all laws and regulations governing WEEE and that regardless of whether it is being replaced by Buyer or not.

8. Property and risk

Property and risk in the subject matter of the Contract shall pass to Buyer immediately after delivery has been satisfactorily effected, provided that such passing shall not prejudice either Buyer's right to reject for non-conformity with specification or any other rights that Buyer may have under the Contract, provided that where advance or progress payments are made title but not risk shall pass to Buyer as soon as items are allocated to the Contract. All items so allocated shall be adequately marked and recorded as being the property of Buyer.

9. Safety

- 9.1 In accordance with the requirements of the Health and Safety at Work etc, Act 1974, any safety precautions required for the handling of the material covered by the Contract are to be clearly indicated on each consignment.
- 9.2 Hazardous goods must be marked in accordance with the Carriage of Dangerous Goods and Use of Transportable Pressure Equipment (Amendment) Regulations 2005. Risk and safety phrases must be in English.
- 9.3 Goods must be accompanied by emergency information in English in the form of written instructions, labels or markings. Seller shall observe the requirements of U.K. and international agreements relating to the packing, labelling and carriage of hazardous goods.
- 9.4 Hazard data sheets must be supplied with the delivery for all hazardous materials, and the information contained in the data sheets must meet the legal requirements of the Health & Safety at Work, etc Act 1974 and all regulations and requirements promulgated thereunder
- 9.5

10. Prices

Unless otherwise agreed, all prices shall be Firm and Fixed Prices for the duration of the Contract, inclusive of carriage, Packaging and certification (where required) but exclusive of VAT.

11. Payment

- 11.1 Provided Goods or Services have been delivered and comply with the requirements of the Contract, unless otherwise agreed, payment shall be made by the end of the calendar month following that in which the invoice is received, or Goods or Services are delivered, whichever is the later.
- 11.2 Value Added Tax, where applicable, must be shown separately on all invoices.
- 11.3 Payment may be delayed, but no prompt discount shall be forfeited by Buyer and no interest shall be payable in respect of late payment, if Seller fails to mark the Contract number on the consignment, Packaging, packing or advice notes, invoices, monthly statements and all other correspondence.
- 11.4 Interest shall be payable on payments at the rate of 2% above the base rate for the time being of any clearing bank that Buyer may nominate from time to time.
- 11.5 Any payment made shall be without prejudice to Buyer's rights, should Goods or Services prove unsatisfactory or not in accordance with the Contract.

12. Warranty

Without prejudice to any rights Buyer may have by statute, common law or otherwise Seller warrants that:-

- 12.1 Goods will be free from defects in design, material and workmanship and will conform to any relevant drawings, patterns or specifications or other requirements of Buyer;
- 12.2 Goods or Services shall be supplied or performed by suitably qualified and trained personnel who will carry out their duties with due care and diligence using materials of good construction and adequate strength. Goods or Services will be supplied or performed to such high standard of quality as is reasonable for Buyer to expect in all the circumstances; notwithstanding the foregoing, Goods or Services supplied must comply with the express terms of the Contract and with any specification of the British Standards Institution ('BSI') (or equivalent) or requirements of law relevant to Goods or Services at the time of the Contract;
- 12.3 adequate instructions shall be given to Buyer to ensure proper use and storage requirements of Goods, and that the life expectancy of any item, in storage and in use, is notified to Buyer. Buyer's rights will not be prejudiced by Seller's specification of a supposed life expectancy of any item;
- 12.4 without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract or the aforementioned BSI specifications, Buyer shall be entitled to require Seller to repair Goods or to supply replacement Goods or Services in accordance with the Contract or any other relevant specifications within 7 days or such other period specified by Buyer; in pursuance of this provision Seller shall provide and fit free of charge all necessary spares including without prejudice to the foregoing generality compatible electro-mechanical spares to effect repairs for a period of 7 years from the date of the Contract or for any other period shown on the Contract.

13. Right of rejection

In the case of Goods and Services delivered against the Contract by Seller not conforming whether by reason of not being of the quality or the quantity or fit for the purpose specified on the Contract, then Buyer shall have the right to reject any or all such Goods or Services within a reasonable time of their delivery. Further, where Buyer receives Goods as unexamined Buyer's rights subsequently to reject them if any latent defect is found shall not be prejudiced nor shall any right of claim for shortage be prejudiced. Where Goods are rejected Buyer will afford Seller reasonable opportunity to replace rejected Goods or Services with Goods or Services which conform in all respects to the requirements specified in the Contract. If Seller fails for whatever reason to meet the foregoing requirement then Buyer shall have the right to procure equivalents elsewhere without prejudice to any other rights which Buyer may have against Seller.

The making of payment shall not prejudice Buyer's right of rejection.

14. Cancellation

Buyer shall be entitled to cancel the Contract or any part thereof and/or claim reimbursement for all losses and expenses suffered in the event that:

- 14.1 Seller fails to deliver Goods or Services in accordance with the terms of the Contract.
- 14.2 Seller fails to make satisfactory progress with the Contract so as to jeopardise the purpose of the Contract.



- 14.3 Seller having been given a reasonable period to rectify the situation fails to provide an adequate or satisfactory Service.
- 14.4 Seller becomes insolvent and has a trustee in bankruptcy or receiver or liquidator or administrator appointed over all or a substantial part of its assets.
- 14.5 Seller is subject to a change of control. In the event of cancellation for any of the foregoing reasons Buyer shall not be liable for any unfulfilled commitment.
15. **Suspension**
In the event of any interruption of Buyer's business due to circumstances beyond Buyer's control such as but not limited to any dispute, fire, explosion or accident which would prevent or hinder the use of Goods or Services which are the subject of the Contract, Buyer shall have the right to suspend the Contract until such circumstances have ceased.
16. **Indemnity**
16.1 Without prejudice to any rights or remedies of Buyer, Seller shall indemnify Buyer forthwith on demand against all actions, suits, claims, demands, losses, charges, costs and expenses which Buyer may suffer or incur directly or indirectly from any defect in Goods or Services or the negligent or wrongful act or omission of Seller.
16.2 Seller shall effect with a reputable insurance company a policy or policies of insurance covering all the matters which are the subject of indemnities under these Conditions and shall at the request of Buyer produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium due thereunder.
17. **Governing Law**
The validity and performance of the Contract shall be governed by and construed in accordance with Scots Law and Seller submits to the jurisdiction of the Scottish courts. The submission to such jurisdiction shall not (and shall not be construed so as to) limit the right of Buyer to take proceedings against Seller in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdiction preclude the taking of proceedings in any other jurisdiction, whether concurrently or not.
18. **Where work is for 'Construction Operations'.**
18.1 Seller shall comply with the provisions of the Inland Revenue Construction Industry Scheme.
18.2 You are reminded of your responsibilities for carrying out the requirements of the Health and Safety at Work, etc. Act 1974. In this connection your attention is drawn to the University Booklets. 'Code of Safe Practice for Contractors' and 'Asbestos: a Code of Practice in the Safe Identification and Handling of Asbestos Products'. Copies of which can be obtained from the person named overleaf.
Please ensure that both your own tradesmen and also any sub-contractors have access to, and are familiar with, the contents of both.