



Leicester Vaughan College Limited General Terms and Conditions of Purchase
Version 1 Dated July 2018

1 DEFINITIONS AND INTERPRETATION

In these General Terms and Conditions of Purchase ("GTC") and Purchase Order, the following terms shall have the following meaning unless the context otherwise requires:-

- 1.1 'LVC' means Leicester Vaughan College Limited.
- 1.2 'Developed Work' means any work of whatsoever nature which is produced for or on behalf of or at the request of LVC as part of the Services.
- 1.3 'Goods and/or Services' shall mean any goods, services and other items to be provided by the Supplier as detailed in the 'PO'.
- 1.4 'Personnel' means the personnel (including employees, agents and contractors) used by or on behalf of the Supplier and/or any Sub-Contractor for the purposes of supplying the Goods and/or Services.
- 1.5 'Purchase Order' or 'PO' means an order for the supply of Goods and/or Services placed by LVC.
- 1.6 'Sub-Contractor' shall mean any contractor to whom any part of the PO has been sub-contracted by the Supplier.
- 1.7 'Supplier' means the person, firm or company named in the PO from whom LVC purchases the Goods and/or Services.

2 AGREEMENT

LVC agrees to purchase the Goods and/or Services from the Supplier and the Supplier agrees to supply the Goods and/or Services in accordance with terms and conditions set out in these GTC and the PO. In the event of any conflict between these GTC and the PO, the latter shall prevail.

3 PURCHASE ORDER PRICE

In full consideration for the satisfactory provision of the Goods and/or Services, LVC shall remunerate the Supplier in accordance with the PO. Additional charges may only be submitted by the Supplier following formal amendment to the PO.

4 INVOICING AND PAYMENT

- 4.1 The Supplier shall submit invoices in the statutorily approved format supported by documentation sufficient to evidence the sums shown, to LVC in accordance with the PO.
- 4.2 LVC shall pay all approved invoices within 30 days following the end of the month of invoice provided LVC receives the invoice within 5 days of the end of the month of invoice. LVC shall promptly notify the Supplier if it disputes any invoice. The Supplier shall issue a credit note to LVC for the disputed portion. If the dispute is resolved the Supplier shall re-invoice in accordance with such resolution.
- 4.3 If LVC fails to make payment to the Supplier of a valid and undisputed invoice within the period specified herein, the Supplier shall be entitled to claim interest on the amount outstanding at the rate of two (2) per cent per annum above the base rate from time to time of National Westminster Bank plc from the date payment was due until the date paid by LVC.

5 TAX RESPONSIBILITIES

- 5.1 The Supplier shall pay, and shall procure that its Sub-Contractors shall pay all taxes properly and lawfully assessed or imposed on the Supplier or its Sub-Contractors by any competent tax authority in connection with the performance of the PO.
- 5.2 On request, the Supplier shall supply and shall procure any Sub-Contractor to supply to LVC such information as LVC may reasonably require to comply with any tax laws (including but not limited to, any claim for any allowances or reliefs or to contest an assignment on or liability for tax).



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- 5.3 The Supplier shall indemnify LVC and hold LVC harmless from and against any loss, liability, damage or claim including but not limited to legal costs incurred by LVC as a result of breach by the Supplier or any Sub-Contractor of any of the obligations under this clause 5 and all actions, proceedings, claims, damages, charges, costs and expenses whatsoever in relation thereto.
- 5.4 All charges for Goods and/or Services provided in accordance with the PO are exclusive of any applicable Value Added Tax.

6 WARRANTIES

The Supplier warrants, represents and undertakes to LVC that all Goods, Services and Developed Work shall:

- 6.1 be provided in a safe, efficient and competent manner and in accordance with the reasonable instructions of LVC or anyone authorised on behalf of LVC;
- 6.2 be provided in accordance with industry best practice, the specifications and all other standards or requirements notified to and/or agreed with the Supplier; be of satisfactory quality and free from defects in material, fabrication and workmanship;
- 6.3 operate strictly in accordance with the specifications and all other requirements notified to and/or agreed with the Supplier;
- 6.4 be suitable for any specific purpose (whether or not set out in the specifications or otherwise in the PO) for which the Supplier knew such Goods would be used by LVC;
- 6.5 that full legal, beneficial and unencumbered title in Goods and any Developed Work shall be vested by the Supplier in LVC;
- 6.6 shall not infringe the intellectual property rights of any other person the Goods, Developed Work in any way;
- 6.7 be provided with the Supplier having and at all times having all rights (including intellectual property rights), licences and governmental body approvals, permits or authorisations, in each case required to perform its obligations under the PO; and
- 6.8 will not do or say anything (or omit to do or say anything) which is harmful, detrimental or prejudicial to or which adversely affects the name, image, reputation or business of LVC.

7 DELIVERY AND OWNERSHIP

- 7.1 The Supplier shall take all necessary precautions to ensure that the Goods or materials are packaged in a safe and sufficient manner and in accordance with industry best practice. The Supplier shall deliver the Goods and/or Services at the time, in full quantity, and to the location specified in the PO or as otherwise notified by LVC. A breach of this clause 7 shall be deemed to be a material breach of the PO.
- 7.2 LVC shall return Goods delivered in error or in excess quantity at the Supplier's expense. The Supplier shall, in respect of incorrect deliveries, arrange for prompt redelivery of Goods and/or Services under the PO at no additional cost to LVC.
- 7.3 Risk in the Goods shall pass to LVC upon their delivery into LVC's possession. Without prejudice to LVC's rights of rejection, title to and ownership of any Goods (and materials in the case of the supply of Services) shall pass to LVC on delivery or if earlier when payment or part payment for such Goods or materials is made by LVC.

8 TERMINATION

- 8.1 Without prejudice to any other rights and remedies of LVC under the PO or otherwise at law, LVC may, without liability, terminate the PO immediately by written notice if:-
- a) there is a material breach by the Supplier of the PO and (if capable of remedy) the Supplier has failed to remedy the breach within seven (7) days after being notified thereof;
 - b) the Supplier becomes insolvent, ceases or threatens to cease to carry on business, is unable to pay its debts within the meaning of the Insolvency Act 1986 section 123 (without the need for a



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determination by a court), has an administrator, receiver, administrative receiver or manager appointed over the whole or any part of its assets, enters into any composition with creditors generally, or has an order made or resolution passed for it to be wound up (otherwise than in furtherance of any scheme for solvent amalgamation or solvent reconstruction) or undergoes any similar or equivalent process in any jurisdiction or undergoes any other arrangement which affects the rights of creditors; or

- c) the Supplier breaches any of its obligations, warranties, representations and undertakings under the PO or, in LVC's reasonable opinion, fails to meet the required standard of safety performance.

8.2 The Supplier shall not have the right to terminate or rescind the PO or accept any repudiation of the PO in any circumstances, except as set out in the PO.

9 LIABILITY AND INDEMNITY

9.1 The Supplier shall indemnify LVC from and against any and all claims, suits, actions, damages, settlements, losses, liabilities and costs, including reasonable attorney's fees suffered or incurred by LVC or any LVC Affiliate in relation to:

- a) any damage to or loss of real or personal property of any third party and/or any of LVC or any LVC Affiliate; and/or
- b) death, illness or personal injury to any third party;

in each case to the extent arising out of or in relation to any misrepresentation by the Supplier or any breach by the Supplier of any PO or any negligent act or omission of the Supplier and of any Sub-Contractor and Personnel.

9.2 The Supplier shall indemnify LVC from and against any and all claims, suits, actions, damages, settlements, losses, liabilities and costs, including reasonable attorney's fees suffered or incurred by LVC or any LVC Affiliate arising out of, or in any way connected with a breach by the Supplier of any of the provisions of the PO and/or GTC.

10 INTELLECTUAL PROPERTY

10.1 The Supplier hereby assigns with full title guarantee (by way of present assignment of present and future rights) all intellectual property rights in any Developed Work ("Project IPR") to LVC. The Supplier shall obtain waivers of all moral rights (and any similar rights in other jurisdictions) in any of the Project IPR to which any individual is or may become entitled.

10.2 To the extent that any of the Goods and/or Services or Developed Work incorporate the Supplier's pre-existing rights or third party intellectual property rights, the Supplier hereby grants or shall procure the grant to LVC of, a perpetual (continuing beyond the expiry or termination of the PO), irrevocable, royalty-free, freely-transferable and sub-licensable (to any third party), non-exclusive licence to use such pre-existing rights or third party intellectual property rights in any way whatsoever to facilitate and/or enable the use of the Goods and/or Services or Developed Work.

11 INSURANCE

11.1 The Supplier shall effect and maintain during the term of the PO and for a period of one (1) year thereafter with an insurance company rated by Standard & Poor's as 'B' rated or from another reputable insurer approved by LVC, insurance adequate to cover all its liabilities as specified in the PO, and to fulfil any requirements of any governmental body or other appropriate bodies, at a minimum of £1,000,000 per claim.

11.2 The Supplier shall obtain from its insurers a waiver of all rights of subrogation against LVC endorsed upon all such policies.



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12 HEALTH, SAFETY, SECURITY AND ENVIRONMENTAL (“HSSE”) PROVISIONS

- 12.1 The Supplier shall at all times perform its obligations under the PO in a safe and responsible manner and shall observe and comply with LVC’s HSSE policies, all applicable statutory obligations, industry standards and LVC’s requirements.
- 12.2 If the Supplier is required to provide Services at LVC premises, the Supplier shall comply with LVC’s HSSE Policy, Regulations and Procedures. It is the responsibility of the Supplier to ensure that they have a copy of the up to date version of the HSSE Regulations.

13 CORE VALUES

- 13.1 LVC is a member of the Co-operative community and shares its values. LVC will not countenance any activities by the Supplier which constitute or support:-

- a) any form of discrimination including but not limited to on grounds of religion, gender, sexuality, age, race, ethnicity, nationality or trade union membership;
- b) harassment or bullying;
- c) slavery in any form;
- d) money-laundering, terrorism, breaching of trade sanctions;
- e) bribery, corruption or making facilitation payments in any form

or activities of a similar nature.

- 13.2 LVC shall have the right to terminate the PO or suspend the supply of any Goods and/or Services or payments with immediate effect if LVC reasonably believes in good faith that the Supplier has breached in any material respect any of the requirements set out in this clause 13.

14 SAFETY OF GOODS

To enable LVC to comply with its obligations under applicable health and safety legislation, the Supplier shall provide LVC in writing with adequate information about any Goods supplied under the PO, the use for which they are designed and tested and about any conditions necessary to ensure such Goods will be safe and without risk to health when properly handled, stored, transported and used.

15 COMPLIANCE WITH LAWS

The Supplier shall observe and abide by, and shall procure that its Sub-Contractors and Personnel observe and abide by, all applicable laws in relation to the PO and the performance of its obligations hereunder including any which may come into force during the period of the PO.

16. RECORDS AND AUDIT

- 16.1 The Supplier shall, during the term of the PO and for a minimum of two (2) years thereafter, maintain complete and adequate records of all operations under the PO, all charges and all transactions related thereto, and as further required under the PO, and shall at all times supply such data and information as will keep LVC fully informed of the up to date progress of the supply of the Goods and/or Services and of all results currently obtained.
- 16.2 The Supplier shall maintain complete and accurate records and supporting documentation for, all amounts billable to and payments made by LVC under the PO, in accordance with generally accepted accounting principles applied on a consistent basis, and shall retain such records for each invoice for at least seven (7) years from the date such invoice was received by LVC.
- 16.3 LVC shall have the right to audit the relevant records and accounts of the Supplier or its Sub-Contractors in relation to reimbursable items paid for by LVC under the PO at any time until the expiry of two (2) years following the settlement of the final account. The Supplier shall give the auditors all reasonable



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assistance and ensure that its Sub-Contractor(s) comply with such provisions.

17. CONFIDENTIALITY

Unless stated to the contrary, all information obtained by the Supplier in connection with the supply of Goods and/or Services to LVC under the terms of the PO shall be deemed to be confidential information and the Supplier shall ensure that confidential information is not divulged by the Supplier, Sub-Contractor(s), Personnel or any by any other of its servants or agents to any third party. Notwithstanding the foregoing, the Supplier is granted permission to share such information with such other parties to the extent that such information needs to be shared to enable the Supplier to fulfill its obligations to LVC or as otherwise required by law.

18. ASSIGNMENT AND SUB-CONTRACTING

The Supplier shall not assign or sub-contract or delegate all or any part of its rights, liabilities or obligations hereunder without LVC's prior written consent, and shall be responsible for the acts, defaults and neglects of any Sub-Contractor, his agent, servants or workmen as fully as if they were the acts, defaults or neglects of the Supplier itself. The Supplier shall not materially vary the scope and apportionment of work of any Sub-Contractor without the prior approval of LVC.

19. WAIVER AND AMENDMENT

No waiver or amendment by either party of any provision of the PO shall be binding unless given in writing and signed by LVC. Further, any waiver shall only be effective in the instance and for the purpose for which it is given.

20. ENTIRE AGREEMENT

- 20.1 These GTC and the PO constitute the entire agreement and understanding between the parties hereto with respect to the subject matter thereof and supersedes all prior agreements negotiations and discussions between the parties.
- 20.2 These GTC and the terms of the PO apply to the supply of the Goods and/or Services to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

21. CONTRACTS (RIGHTS OF THIRD PARTIES)

A party who is not a party to the PO has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the PO except where expressly stated otherwise and so far as permitted by law.

22. APPLICABLE LAW

The PO shall be governed by and construed in accordance with English Law and the parties submit to the exclusive jurisdiction of the English courts.

Clause 22 completes these GTC Version 1 (July 2018)