

COLEG GWENT

GENERAL CONDITIONS OF PURCHASE

1. Definitions and Interpretation

1.1 The following definitions apply in this Contract

Authorised Officer	any Coleg Gwent employee authorised, either generally or specifically in accordance with Coleg Gwent financial regulations to sign Purchase Orders.
CG	Coleg Gwent of Pontypool Campus, Blaendare Road, Pontypool, NP4 5YE
Contract	these Terms plus an associated Purchase Order and existing contract between the College and Supplier, as applicable as further described in clause 2 below
EIRs	the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner
FOIA	the Freedom of Information Act 2000 and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes or practice issued by the Information Commissioner
Goods	the material and articles (or any part of them) as described in the Contract
Order Amendment	CG order amendment or series of order amendments, each order amendment having precedence over any earlier order amendment
Persistent breach	the repetition of a breach on three occasions over the term of the Contract or the occurrence of any three breaches in a rolling twelve month period
Purchase Order	CG's order for Supplies as set out in CG's purchase order form
Services	the services, or any part of them, to be provided by the Supplier under the Contract
Supplier	the person, company or firm from which the CG purchases Supplies
Supplies	the Goods and/or Services ordered by the CG under a Purchase Order
Terms	these terms and conditions as amended from time to time in accordance with clause 27.1
Transparency	the supplier acknowledges that the United Kingdom Government's transparency agenda requires that contracts, such as this Framework Agreement and any Call-Off Contract, and any sourcing document, such as the invitation to sourcing, are published on a designated, publicly searchable website.
VAT	value added tax chargeable from time to time

1.2 The following rules of interpretation apply in this Contract:

- (a) a person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- (b) a reference to a party includes its successors and permitted assigns.
- (c)

4. Variations

- 4.1 CG shall have the right, before delivery, to send the Supplier an Order Amendment adding to, deleting or modifying the Goods or Services. If the Order Amendment will cause a change to the price or delivery date then the Supplier must suspend performance of the Contract and notify CG without delay, calculating the new price and delivery date at the same level of cost and profitability as the original price. The Supplier must allow CG at least 10 working days to consider any new price and delivery date. The Order Amendment shall take effect when but only if an Authorised Officer accepts in writing the new price and delivery date within the time the Supplier stipulates. If the Authorised Officer fails to confirm the Order Amendment within the time the Supplier stipulates then performance of Contract shall immediately resume as though the said Order Amendment had not been issued

5. Legal and contractual requirements

5.1 The Supplier shall ensure that the Goods shall:

- (a) conform in every respect with the provisions of the Contract and correspond with their description or any samples, patterns, drawings, plans and any applicable specification;
- (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by CG, expressly or by implication, and in this respect CG relies on the Supplier's skill and judgement;
- (c) where they are manufactured products, be free from defects in design, material and

delivery address in accordance with the Contract or payment in full for the Goods. If CG make any advance or stage payment, at the time full payment is made the Supplier must mark the Goods as CG property.

7.3 The Supplier shall not deliver the Goods in instalments without CG's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may not be invoiced until completion of the final instalment except with the prior express written consent of CG.

8. Quality and Description

(a) The Goods shall:

- (i) conform in every respect with the provisions of the Contract;
- (ii) be capable of all standards of performance specified in the Contract;
- (iii) be fit for any purpose made known to the Supplier expressly or by implication and in this respect Coleg Gwent rely on the Supplier's skill and judgment;
- (iv) be new (unless otherwise specified on the Purchase Order) and be of sound materials and skilled and careful workmanship
- (v) correspond with their description or any samples, patterns, drawings, plans and specifications referred to in the Contract;
- (vi) be of satisfactory quality

10. Packaging

10.1 Unless otherwise stated in the Contract, all packaging shall be non-returnable. If the Contract states that packaging is returnable, the Supplier must give CG full return instructions before the time of delivery. The packaging must be clearly marked to show to whom it belongs. The Supplier must pay for the cost of all carriage and handling for the return of the packaging. CG shall not be liable for any packaging lost or damaged in transit.

11. Safety

11.1 The Supplier shall observe all legal requirements of the United Kingdom, European and relevant international agreements in relation to health, safety and environment, and in particular to the making of hazardous Goods, the provision of data sheets for hazardous materials, and all provisions relating to food

12. Delivery and Collection

12.1 If the Supplier or the Supplier's carrier delivers any Goods at the wrong time or to the wrong place then CG may deduct from the Price any resulting costs of storage or transport.

13. Late Delivery

13.1 If the Goods or any part of them are not delivered by the time or times specified in the Contract, CG may by written notice cancel any undelivered balance of Goods. CG may also return for full credit and at the Supplier's expense any Goods that in CG's opinion cannot be utilised owing to this cancellation.

14. Acceptance

14.1 CG shall have the right to reject any Goods which do not conform to the Contract.

21. Ownership of Results

21.1 If the Contract involves design and /or development work:

- (a) all rights in the results arising out of or deriving from this Contract, shall be CG property and CG shall have the sole right to determine whether any protection shall be sought, including but not limited to letters patent, registered designs, trademarks or any other relevant forms of protection for Intellectual Property created.
- (b) The Supplier shall promptly communicate to CG all such results and shall if requested and at CG expense do all acts and things necessary to enable CG or CG's nominee to obtain letters patent, registered designs and other protection for Results in all territories and to assign the same to CG or CG's nominee.
- (c) The Supplier shall ensure that all technical information (including computer programs and programming information) arising out of or deriving from this Contract is held in strict confidence except for any such information which becomes public knowledge other than by breach of this Contract.

22. Termination

22.1 If the Supplier commits a material or Persistent breach of the contract GG shall, without limiting or affecting other rights or remedies available to it, have one or more of the following rights:

- (a)

exercise of any right or remedy provided under this Contract shall prevent or restrict the further exercise of that or any other right.

26. Notice

26.1 All notices and communications required to be sent by the Supplier to CG regarding this Contract shall be in writing and sent by first class mail or e-mail. If sent to the Supplier, notices must be posted to its registered or head office or emailed to Procurement.Department@coleggwent.ac.uk. Notices sent to CG shall be posted to Procurement Manager, Pontypool Campus, Blaendare Road, Pontypool, NP4 5YE [or emailed to Procurement Department@coleggwent.ac.uk. Where posted, notices shall be deemed to have reached the party to whom it is addressed on the next business day following the date of posting.

27. Amendment

27.1 No addition alteration or substitution of these Terms will bind CG or form part of the Contract unless and until accepted in writing by an Authorised Officer.

28. Confidentiality

28.1 Suppliers are required to regard all communications between themselves and CG as confidential unless otherwise advised in writing by CG. Suppliers shall not divulge any information on pricing to any third party except any person employed or engaged by either party in connection with the Contract in the course of such employment or engagement. Any information obtained may only be used for the purposes of this Contract.

29. Promotion of Contracts

29.1 The promotion of any agreement between the Supplier and CG shall only be made after confirmation in writing is obtained by CG stating that this is acceptable. Under no

30.5 If the Supplier, its agents, staff or Sub-

