PURCHASE ORDER CONDITIONS

- . DEFINITIONS. In this agreement the following phrases shall have the following meanings:
- "Buyer" means Brooklands College, or any associated or affiliated party named on the order; "Goods" means the goods or any part of them, set out within the Order;
- "Order" means the purchase order form or overleaf as the case may be
- "Seller" means the person, partnership, unincorporated association, company or other organisation named on the order:
- 'Services" means the services, including without limitation any deliverables, set out within the Order
- 2. ACCEPTANCE. Unless otherwise provided herein, the written acceptance of this purchase order or the commencement of any work or the performance of any Services hereunder by the Seller. shall constitute acceptance by Seller of this purchase order and all of its terms and conditions. There are no agreements or understandings other than those contained in this order.
- 3. INVOICES. A separate invoice must be rendered for each individual consignment or at the end of each calendar month following the delivery of Services.

 4. PACKING SLIPS AND ADVICE NOTES. A packing slip quoting the order number reference and symbol number appearing on the order form must be sent with all Goods or materials to the place of delivery and a duplicate of the packing slip must be posted to the Buyer by way of advice note.

 5. PACKING. Goods must be securely packaged, carriage paid. No charges will be allowed for packing materials or containers and return thereof unless otherwise agreed by the Buyer. Seller must submit full instructions for use and clear warnings with respect to anything which may reasonably be done or omitted to be done in relation to the Goods and which could make them unsafe. Delivery of Goods is deemed to include off loading and placement to Buyer's reasonable
- 6. INSPECTION. The Buyer reserves the right to reject any Goods or work which is proved on inspection or in manufacture to be damaged on receipt, faulty in quality or construction or which does not come up to the standard required or equivalent to samples or previously supplied Goods. Rejected Goods or materials will be returned at the Seller's expense and risk. Quantities delivered
- in excess of this purchase order will remain the property and risk of the seller.

 7. PAYMENT. Payments will normally be made 30 days following invoice or at intervals agreed with the Seller. For supply of Goods, payment will not be made until full delivery has been taken by the Buyer, unless otherwise formally agreed by the Buyer in writing.

 8. WARRANTY AND INDEMNITY. All representations, statements or warranties made or given
- by the Seller, its employees or agents (whether orally or in writing or in any of the Seller's brochures, catalogues and advertisements) regarding the quality and fitness for purpose of the Goods shall be deemed to be an express condition of the contract for sale 9. TERMINATION AT OPTION OF BUYER. (a) Performance of work and the supply of Goods,
- materials or Services under this purchase order may be terminated by Buyer at its option, in whole or in part, at any time by written notice to Seller. (b) After receipt of a Notice of Termination, Seller shall, unless otherwise directed by Buyer: (I) immediately terminate all work under the relevant order or release authorisation and all
 - Seller's orders and sub-contracts in connection therewith:
 - (2) settle all claims arising out of such termination of orders and sub-contracts;
 - (3) deliver to Buyer all completed work which conforms in quality to the requirements of this purchase order and does not exceed, in quantity, the amount authorised for production by Buyer
 - (4) take all action necessary to protect property in Seller's possession in which buyer has or may acquire an interest.
 - (5) submit to Buyer promptly, but not later than three months from the effective date of termination, its termination claim provided however, that in the event of failure of Seller to submit its termination claim within such period, Buyer may determine, notwithstanding the provisions of sub paragraph (c) hereof, on the basis of information available to it the amount,
- if any, due to Seller with respect to the termination and such determination shall be final.
 (c) Upon termination by Buyer under this Condition 7, Buyer shall pay to Seller the following amounts without duplication:
- (1) any amounts then due and owing to Seller for supplies delivered in accordance with this purchase order.
- (2) the purchase order price for further completed supplies delivered to Buyer in accordance with paragraph (b)(3) of this condition.
- (3) the cost to Seller of labour employed (including a fair proportion of overhead expenses) and materials comprised in work in progress delivered to Buyer pursuant to paragraph (b)(3) of this
- (4) the cost to Seller of materials delivered to Buyer pursuant to the said paragraph (b)(3)
- (5) amounts paid by Seller pursuant to paragraph (b)(2) of this condition provided that such amount shall not be greater than those to which Seller's sub-contractors would be entitled if the foregoing provisions of this condition applied as between Seller and them.
- (6) reasonable costs incurred by Seller in protecting property in its possession in which Buyer has or may acquire an interest. Payments made under this paragraph (c), exclusive of payments under sub-paragraph (6) hereof, shall not exceed the aggregate contract price of all supplies ordered pursuant to this purchase order less any amount already paid pursuant thereto and termination pursuant to this condition shall not give rise to any liability on the part of Buyer except the liability to pay the amounts specified in this condition.
- (d) At the Buyer's discretion, the Seller will allow the Buyer's representative to audit and review such of the Seller's books, Ledger accounts, underlying records and accounting methods and controls as may be relevant to the evaluation of any termination claim submitted by Seller.

 (e) The provisions of this Condition 7 shall not apply if this purchase order is terminated by Buyer
- for the default of the Seller pursuant to Condition 8 or 9.

 10. TERMINATION FOR DEFAULT OF SELLER. If Seller refuses or fails to make deliveries of the supplies covered by this purchase order within the time specified herein or if Seller (1) fails to perform any other provisions of this purchase order, or (2) fails to make progress so as to endanger performance of this order in accordance with its terms and in either of the circumstances enumerated in (1) or (2) does not cure such failure within a period of ten days after receipt of notice from Buyer specifying such failure, Buyer, subject to the provisions of Condition 10 (Excusable
- Delays), may by written notice to Seller, terminate the performance of work thereunder, in whole or in part, in which event Buyer shall be discharged from all further liability hereunder.

 11. TERMINATION IN EVENT OF BANKRUPTCY, RECEIVERSHIP, OR LIQUIDATION. Without prejudice to any option which may arise to terminate any purchase order under Condition 7 or 8 Buyer may, by written notice to Seller, terminate the performance of work thereunder in whole or in part after the Seller commits any act of bankruptcy or if a receiver of some or all of his assets is appointed or if he compounds or makes any arrangement with his creditors or executes a Bill of Sale on his Goods of up to one year to facilitate the orderly sale or Liquidation of the Seller.

 12. EXCUSABLE DELAYS. (a) Neither Buyer nor Seller shall be liable for failure to perform under
- this purchase order arising from:
 - acts of God or of a public enemy; (1) (2)
 - acts of the Government of Buyer's or Seller's Country or any public authority or Governmental agency in either Country;
 - acts of any person engaged in subversive activity or sabotage; fires, floods, explosions, or other catastrophes;
 - (3) (4) (5) (6) (7) (8) (9)
 - epidemics or quarantine restrictions; strikes, slowdowns, lockouts or labour stoppages or disputes of any kind;

 - freight embargoes; unusually severe weather;
 - delays of a supplier due to any of the above causes or events, or
 - causes or events beyond the control and without the fault or negligence of Buyer or Seller.
- In the event of a failure by Seller to perform as required by this purchase order arising from any of the causes or events set forth in sub-paragraph (a) of this condition. Buyer shall be entitled to obtain supplies or services covered thereby elsewhere for the duration

- of such failure and to reduce, pro tanto, and without any obligation upon Buyer, the quantity, or amount of supplies or services ordered from Seller under this purchase order or any release authorisation hereunder.
- Nothing in this condition shall limit Buyer's option to terminate at any time under above
- Condition 7.

 13. PATENTS AND DESIGNS. The Seller warrants that the sale or use of Goods or materials hereby ordered or supplied pursuant hereto will not infringe any United Kingdom or foreign proper law or patent and undertakes to indemnify the Buyer against all judgements, decrees, orders, damages, costs and expenses arising out of any such infringement or alleged infringement including all costs and expenses of an incidental nature to the defence of legal proceedings in connection therewith
- 14. SUB-CONTRACTING. The Seller will not sub-contract any order or part of an order without the prior written consent of the Buyer. The Seller will, at the Seller's expense, enforce such conditions by legal proceedings if so requested by the Buyer. The Seller will prohibit such subcontractor from further delegating Performance of the Seller's order.

 15. ADVERTISING. The Seller will not without first obtaining the written consent of the Buyer, in
- any way whatsoever advertise or publish the fact that the Seller has contracted to supply to the Buyer the Goods or materials herein mentioned.

 16. PROPER LAW. Except where the Buyer is domiciled or ordinarily resident in Scotland, all
- contracts made between the parties pursuant to this Order shall be governed by English Law. Where the Seller is domiciled or ordinarily resident in Scotland, all such contracts shall be governed by Scottish Law.
- 17.TITLE TO GOODS. Title to Goods shall pass to us when the Goods are delivered to us at the delivery address stipulated and have been signed for; until delivery is made the Goods remain at the Seller's risk in all respects.

 18. HEALTH AND SAFETY AT WORK ETC. ACT 1974. It is a fundamental condition of this
- purchase order, not only that all technical specifications and manufacturing standards contained herein or made part hereof should be observed, but also that any substance machinery Goods or equipment supplied or installed hereunder shall so far as is reasonably practicable be so formulated, designed, constructed finished and packaged as to be safe and without risks to health when in use. Furthermore, if any conditions are necessary to ensure such safety and harmlessness in use, or any such substance, machinery, Goods or equipment possess dangerous properties whether in use or otherwise, appropriate and conspicuous labels or other warnings will (so far as practicable) be affixed to or appear on every separate item thereof and any container in which the same shall be supplied. If the Seller carries out works or performs any service on the Buyer's premises, Seller will take all reasonably practicable steps to ensure that
- service on the Buyer's premises, Seller will take all reasonably practicable steps to ensure that those premises (so far as within his control) and the works are at all times safe and without risks to the health of his own employees and of all other persons.

 19. SELLER'S LIABILITY. The Seller shall forthwith upon demand indemnify the Buyer from and against all and any claims, demands, proceedings, damages, costs, charges and expenses whatsoever (and in particular but without prejudice to the generality of the foregoing) arising out of or in connection with or alleged to arise out of or be in connection with this agreement and without prejudice to the generality of the foregoing, the Seller shall be liable to indemnify the Buyer under this clause, whether a claim hereunder be occasioned by or arises from or its alleged to be occasioned by or arises from the failure by the Seller in the performance of this agreement or by the act or omission of the Seller their agents or servants whether recligent or otherwise or by the occasioned by or anses from the failure by the Seller in the performance of this agreement or by the act or omission of the Seller their agents or servants whether negligent or otherwise or by the use of the Goods whether by the Seller, Buyer or a third party.

 20. INSURANCE AND THIRD-PARTY RISKS. The Seller shall take out and maintain a policy(s) of insurance, with the Buyer's interest noted on such policy(s), against all liabilities which may
- attach to the Seller or its respective servants or agents for any death, injury, loss or damage to any person or property arising out of or in connection with Goods or Services supplied under this purchase order. This insurance shall be effected in such sum as may be agreed but in any event for not less than an indemnity of £5m in respect of any one accident or series of accidents arising out of one event and the Seller shall produce for inspection by the Buyer such policy or policies of insurance and all premiums and renewal receipts. For the avoidance of doubt, nothing in this clause shall limit the Seller's liability hereunder to £5m.
- 21. SELLER'S EMPLOYEES. The Buyer reserves the right under the purchase order to refuse to admit to, or to withdraw permission to remain on, any premises occupied by or on behalf of the Buyer
 - Any member of the Seller's employees; and/or
 - Any person employed or engaged by a sub-contractor, agent or servant of the Seller (b)

Whose admission or continued presence would be, in the reasonable opinion of the Buyer,

When directed by the buyer, the Seller shall provide a list of the names and addresses of all persons (if any) who it is expected may require admission in connection with the Purchase Order to any premises occupied by or on behalf of the Buyer, specifying the capacities in which they are concerned with the purchase order and giving such other particulars as the Buyer may reasonably desire.

The Seller's Employees, engaged within the boundaries of any of the Buyer's premises, shall comply with such rules, regulations and requirements (including those relating to security arrangements) as may be in force from time to time for the conduct of personnel when at that establishment and when outside that establishment.

The decision of the Buyer as to whether any person is to be refused access to any premises occupied by or on behalf of the Buyer shall be final and conclusive.

The Seller shall replace any of the Seller's Employees who the Buyer reasonably decides to have failed to carry out their duties with reasonable skill and care. Following the removal of any of the Seller's Employees for any reason, the Seller shall ensure such person is replaced promptly with another person with the necessary training and skills to meet the requirements of the purchase order.

The Seller shall bear the cost of or costs arising from any notice, instruction or decision of the Buyer under this clause

22. FREEDOM OF INFORMATION. The Buyer is subject to the FOIA and the EIR ("the Acts"). As part of the Buyer's duties under the Acts, it may be required to disclose information forming

part of the purchase order to anyone who makes a reasonable request. The Buyer has absolute discretion to apply or not to apply any exemptions under the Acts. The Seller shall assist and cooperate with the Buyer (at the Seller's expense) to enable the Buyer to comply with the information disclosure requirements under the Acts and in so doing will

comply with any timescale notified to it by the Buyer.

23. SLAVERY. The Seller confirms that neither it nor any of the Seller personnel has been: (i) convicted of any offence; or (ii) the subject of an investigation, inquiry or enforcement proceedings involving slavery or human trafficking. Seller shall: (i) comply with all Applicable Law relating to slavery, including the Modern Slavery Act 2015; (ii) comply with the Buyer's anti-slavery policy as in force from time to time; (iii) maintain a complete set of records to trace the supply chain of all Goods/Services provided to the Buyer under the Contract; (iv) implement a system of training for its employees, suppliers and subcontractors to ensure compliance with this clause 22 (& keep a record of all such training).