

## **Wokingham and District Association for the Elderly (WADE) Purchase Order Terms & Conditions for Goods & Services**

### **1. GENERAL**

1.1 Except where condition 8 applies, these terms and conditions apply to every order placed by WADE with any individual, firm or company. No terms and conditions in or attached to any catalogue, invoice or other sales literature or document or tender or dispatch/delivery note which are inconsistent with these terms and conditions or which purport to add to or vary them in any way shall not have any effect unless expressly accepted by WADE in writing. In the absence of such written acceptance, the Supplier shall be deemed to have withdrawn or waived his terms and conditions and to contract solely on the basis of these terms and conditions and acceptance of goods and/or services shall not constitute or be deemed to constitute acceptance by WADE of the Suppliers terms and conditions. The contract shall commence and the Supplier will be contractually bound upon the despatch of a purchase order by WADE.

### **2. PURCHASE ORDER**

2.1 The Supplier shall ensure that the goods and/or services shall:

- (a) correspond with the quantity, type, sort, quality and description set out in the purchase order;
- (b) meet the performance standards and dates specified on the purchase order or notified to the Supplier by WADE;
- (c) 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 WADE;
- (d) where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery;
- (e) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the goods.

2.2 If the goods and/or services do not comply with the WADE purchase order and/or instructions, WADE is entitled at its option to either return the goods at the risk of the Supplier; reject the goods and/or services; require the Supplier to re-perform the services or accept the whole or part of the goods and/or services supplied by the Supplier but without prejudice to any rights of WADE to claim compensation or damages for loss or damage suffered as a result of failure to comply.

2.3 If the Supplier fails to deliver the Goods and/or perform the Services by the date specified in the purchase order WADE shall be entitled to terminate the contract without notice.

### **3. PRICE, PAYMENT AND SET OFF**

3.1 The price for the goods and/or services shall be the price set out in the purchase order and shall be inclusive but not limited to the costs of packaging, insurance and carriage of the goods and/or provision of the services. No extra charges shall be effective unless agreed by WADE.

3.2 In respect of goods, the Supplier shall invoice WADE on or at any time after completion of delivery. In respect of services, the Supplier shall invoice WADE in full, monthly, or quarterly as agreed. The valid VAT invoice must contain the purchase order number and shall include such supporting information required by WADE to verify the accuracy of the invoice.

3.3 WADE will pay the invoiced amounts within 30 days of the date of a valid and correct invoice to a bank account nominated in writing by the Supplier.

3.4 WADE may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by WADE to the Supplier.

### **4. INDEMNITY AND INSURANCE**

The Supplier shall keep WADE indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees, expenses or any other liability (whether criminal or civil) suffered or incurred by WADE

resulting from its obligation under the contract. The Supplier shall at all times have sufficient insurances in place without limit to the number of claims and provide written evidence to WADE upon request.

#### 5. CONFIDENTIALITY

The Supplier shall treat all confidential information belonging to WADE as confidential and safeguard it accordingly, and shall not disclose any confidential information without the prior written consent of WADE.

#### 6. TERMINATION

In addition to clause 2.3 and 7.1, if at any time after the commencement of the contract the Supplier commits: a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 7 days after receiving notice of the breach; commits a material breach which cannot be rectified, then WADE may terminate the contract with immediate effect.

#### 7. GENERAL

##### 7.1 Force Majeure:

Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. If such event or circumstances prevent the Supplier from supplying the Goods and/or Services for more than 4 weeks, WADE shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Supplier.

##### 7.2 Assignment and Subcontracting:

The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of WADE.

##### 7.3 Notices:

Any notification by either party to the other under the contract shall be in writing delivered by first class post or e-mail to the other party at the addresses shown on the purchase order. All notices shall be deemed duly given on the day of posting or if sent by e-mail immediately when the notice is transmitted.

#### 8. Liabilities

Neither party shall exclude liability for death, personal injury or fraud.

#### 9. Entire Agreement:

These terms and conditions and the purchase order shall comprise the entire terms and conditions of the contract in relation to the subject of the purchase order and the supplier's terms and conditions shall be expressly excluded.

#### 10. Statutory Requirements:

The Supplier shall comply with all statutes, orders, regulations or bye laws applicable to the performance of this contract and shall indemnify WADE against all losses, claims or liabilities, expenses, proceedings or otherwise as a result of the Suppliers noncompliance with the same.

#### 11. Governing law and jurisdiction:

The Contract shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

#### 12. TERMS AND CONDITIONS

These terms and conditions will apply unless WADE specifies different terms and conditions in its tender or quotation documentation or some other contract entered into by the parties. If different terms and conditions are specified by WADE those terms and conditions will override the purchase order terms and conditions and will apply instead of these.

Signed: C. Barnes

Date: 8th March 2018

Position Acting Chair

Review Date: \_\_\_\_\_