

Conditions of Purchase for Goods and Services

No terms or conditions submitted at any time by the Supplier shall form any part of the Contract. In the event of a conflict between any of these Conditions and any specific term or condition (whether in the Contract or otherwise) referred to in the Purchase Order, the latter shall prevail.

1. Definitions

1.1 In these Conditions:

"Contract"	means the contract between the Purchaser and the Supplier consisting of the Purchase Order, these Conditions, and any other documents (or parts thereof) specified in the Purchase Order;
"Delivery Date"	means the date on which the Goods /Services are to be delivered to the Purchaser, as specified in the Purchase Order;
"Goods"	means any such goods supplied to the Purchaser by the Supplier pursuant to or in connection with the Purchase Order;
"Services"	means any such services supplied to the Purchaser by the Supplier pursuant to or in connection with the Purchase Order;
"Price"	means the price of the Goods as specified in the Purchase Order;
"Purchaser"	means The Blueprint Design Company Ltd (BDC). Company No. 01919157 Registered office: City Gates 2-4 Southgate, Chichester, West Sussex, PO19 8DJ
"Purchase Order"	means the document setting out the Purchaser's requirements for the Contract;
"Supplier"	means the person, firm or company who is the supplier of the Goods named in the Purchase Order.
"Reasonable notice"	Shall mean a period of not less than 48 hours prior to a scheduled and confirmed delivery of goods by the supplier.
"Remedial Period"	Shall be the period of 14 days from the date that notice is given.

1.2 the headings in these Conditions are for convenience only and shall not affect its construction or interpretation.

2. Variation

2.1 These Conditions may only be varied with the written agreement of the Purchaser and shall supersede the Suppliers Terms and Conditions unless agreed in writing. Where there is a conflict between these terms and any supplemental terms agreed in writing with the Supplier, these Terms and Conditions shall prevail.

2.2 The Purchaser reserves the right by reasonable notice to the Supplier to vary the Goods or Services detailed in the Purchase Order and any alteration to the Price or delivery date arising by reason of such modification shall be agreed between the parties and evidenced in writing.

2.3 The Contract shall become binding and these Terms and Conditions shall be deemed to have been accepted by the Supplier on the acceptance of the Purchase Order by the Supplier or on delivery of the Goods or Services, whichever is the earlier.

3. Time of the Essence

Time is of the essence and all dates referred to in the Purchase Order shall be fixed, in so far as they confirm the Delivery Date(s) specified by the Supplier for the completion of the Delivery of Goods and / or Performance of Services detailed therein. In the event that Supplier anticipates any difficulty in complying with any fixed and agreed delivery date or any of its other obligations under this Agreement, the Supplier shall promptly notify the Purchaser in writing.

4. Delivery of Goods and /or Performance of Services

4.1 All goods and /or services ordered by the Purchaser shall be delivered at the sole cost of the Supplier.

4.2 Failure to deliver the goods or perform the services on the date specified on the purchase order shall entitle the Purchaser to terminate the contract without notice.

4.3 All Goods and / or Services shall be delivered to the address specified in the purchase order.

4.4 Before despatching the goods or commencing the provision of the services, the Supplier shall allow the Purchaser to inspect or test the goods and /or services for compliance with the specification / purchase order. If the goods / services do not comply with the Purchaser's requirements, the Purchaser shall notify the Supplier either of the Purchaser's intention to reject the goods and / or services or, the remedial steps which must be taken by the Supplier.

4.5 In the event that the Purchaser gives notice in writing of its intentions to reject goods and/or services, the Supplier shall have 14 days to remedy the defects to the Purchaser's satisfaction. The Supplier shall be liable to the Purchaser for any loss or damage suffered by the Purchaser during the Remedial Period occasioned by the late delivery of goods and/or services.

4.6 The Supplier warrants and represents to the Purchaser that the Goods and / or Services shall: be of satisfactory quality and free from defects in materials and workmanship; and

4.6.1 be fit and sufficient for the purpose for which such goods and / or services are ordinarily used and for any particular purpose made known to the Supplier by the Purchaser. The Purchaser relies upon the skill and judgement of the Supplier in the supply of the Goods and / or Services and the execution of the Purchase Order.

5. Price

5.1 The Supplier shall not increase the Price unless it has given the Purchaser not less than 14 days written notice of its intention to do so and the Purchaser has accepted in writing any variation to the Purchase Order and or quote/contract value.

5.2 Unless expressly agreed otherwise between the parties in writing, the Price shall be inclusive of all delivery and insurance costs, VAT and any other applicable sales taxes, duties or levies howsoever they may arise.

5.3 Unless otherwise agreed in writing by the Purchaser, the Supplier shall render a separate invoice in respect of each consignment of the Goods and / or Services delivered under the Purchase Order. The Purchaser undertakes to pay valid invoices within 30 days of receipt from the day of physical or electronic arrival at the nominated address of the Purchaser. Invoices shall not be rendered by the Supplier until completion of delivery of all the Goods and/or Services which are the subject of the Purchase Order or of the consignment and which have been accepted by the Purchaser.

5.4 A valid invoice is one that is:

- issued in accordance with the Terms and Conditions herein;
- is for the correct sum;
- in respect of goods / services supplied or delivered and accepted by the Purchaser in accordance with the Purchase Order;
- which quote the relevant purchase order / contract reference (where used)
- which have been delivered to the nominated address.

5.5 The Purchaser specifically reserves the right to withhold or deduct by way of set-off or otherwise from any monies due to the Supplier, any monies due to the Purchaser from the Supplier, including damages and or costs of and consequential to any breach of these Terms and Conditions.

5.6 The Purchaser shall not be liable for any orders or amendments to orders other than those issued or confirmed on the official Purchase Order and shall not be responsible for the payment of Goods and / or Services supplied other than as set out in the Purchase Order.

5.7 No payment or part payment by the Purchaser shall constitute any admission by the Purchaser that the Supplier has complied with its obligations under the Contract nor shall it act as any form of waiver of claim against the Supplier.

6. Delivery

6.1 The Goods shall be delivered to the place named on, and in accordance with, the Purchase Order. Delivery shall be completed when the Goods have been unloaded at the point of delivery specified in the Purchase Order and delivery has been accepted by the Purchaser or its authorised representative. Any access to premises and any labour and equipment that may be provided by the Purchaser in connection with delivery shall be provided without acceptance by the Purchaser of any liability whatsoever or howsoever arising and the Supplier shall indemnify and keep indemnified the Purchaser in respect of any actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any damage or injury (including death) occurring in the course of delivery or installation to the extent that any such damage or injury is attributable to any act, omission or negligence of the Supplier or any of its sub-contractors.

6.2 The Services shall be delivered as detailed and in accordance with the Purchase Order and / or scoping document that sits alongside. Delivery shall be deemed complete when the Service(s) has been tested and accepted by the Purchaser or its authorised representative. The Supplier will ensure in the case of services that may affect the Purchaser's IT equipment and data storage that its integrity is maintained and that disaster recovery procedures have been adopted and validated before commencement of works.

6.3 Where any access to the premises is necessary in connection with delivery, installation or supply of services, the Supplier and its sub-contractors shall at all times comply with the reasonable requirements of the Purchaser or other authorised representative.

6.4 The time of delivery shall be of the essence for the purposes of the Contract and failure to deliver by the Delivery Date shall enable the Purchaser (at its option) to release itself from any obligation to accept and pay for the Goods/Services and/or to cancel all or part of the Goods/Services under the Purchase Order, in either case without prejudice to its other rights and remedies.

6.5 The Supplier's failure to effect delivery on the Delivery Date specified shall entitle the Purchaser to purchase substitute Goods/Services and to hold the Supplier accountable for any and all loss and/or additional costs incurred as a result of such failure to include all costs of and associated with the termination including but not limited to legal and professional costs, losses, damages and the costs of remedying the Supplier's Breach.

6.6 Failure by the Purchaser to exercise any of its rights in these Terms and Conditions including the right to terminate a Purchase Order shall not be deemed to constitute a waiver with respect to any subsequent part of that Purchase Order or later claim.

6.7 If Goods are delivered before the Delivery Date, the Purchaser shall be entitled to its sole discretion to refuse to take delivery or to charge for insurance and storage of the Goods until the Delivery Date.

6.8 Unless otherwise stated in the Purchase Order, the Supplier is responsible for and the cost of obtaining all the export and import licences for the Goods, and in the case of the Goods supplied from outside the UK, the Supplier shall ensure that accurate information is provided to the Purchaser as to the country of origin and the Supplier shall be liable for additional duties or taxes should the country of origin prove to be different to the one stated.

7. Ownership and Risk

7.1 Ownership and risk in the Goods and / or Services shall without prejudice to any of the rights or remedies of the Purchaser (including the Purchaser's rights and remedies under Condition 9 below) shall pass to the Purchaser on delivery.

8. Damage in Transit

8.1 On despatch of any consignment of the Goods pursuant to the Purchase Order, the Supplier shall send to the Purchaser at the address for delivery of the Goods, an advice note specifying the means of transport, the place and date of despatch, the number of packages and their weight and volume.

8.2 The Supplier shall, without any cost to the Purchaser, either repair or replace (as the Purchaser shall elect in its sole discretion) such of the Goods as may either be damaged in transit or having been placed in transit fail to be delivered to the Purchaser provided that:

8.2.1 in the case of damage to such Goods in transit the Purchaser shall within thirty (30) days of delivery give notice to the Supplier that the Goods have been damaged; and

8.2.2 in the case of non-delivery the Purchaser shall (provided that the Purchaser has been advised of the despatch of the Goods) within ten (10) days of the notified date of delivery give notice to the Supplier that the Goods have not been delivered.

9. Inspection, Rejection and Guarantee

9.1 Nothing contained in these Conditions shall in any way detract from the Supplier's obligations under common law or statute or any express warranty or condition contained in the Purchase Order.

9.2 The Supplier shall permit the Purchaser or its authorised representatives to carry out any inspection or test it may reasonably require in relation to the Goods and / or Services and the Supplier shall afford all reasonable facilities and assistance free of charge at the Purchaser's premises. The Supplier shall make good any defects or deficiencies in the event of any failure (in the sole opinion of the Purchaser) to comply with the terms of the Purchase Order or the Contract within 14 days. No failure to make a complaint at the time of such inspection or test and no approval given during or after such test or inspection shall constitute a waiver by the Purchaser of any rights or remedies in respect of the Goods and/or Services.

9.3 The Purchaser may by written notice to the Supplier reject any of the Goods / Services which fail to meet the requirements in the Contract. Such notice shall be given within a reasonable time after delivery to the Purchaser of the relevant Goods / Services. If the Purchaser rejects any of the Goods / Services pursuant to this Condition 9.3, the Supplier shall at the Purchaser's sole option (without prejudice to its other rights and remedies) either:

9.3.1 repair the defective Goods/Services as quickly as possible or (as the Purchaser shall elect in its sole discretion) replace the defective Goods/Services with Goods/Services which comply in all respects with the requirements under the Contract; or

9.3.2 refund to the Purchaser the Price in respect of the defective Goods/Services.

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- 9.4 The Supplier shall guarantee the Goods/Services for a period of twelve (12) months from installation or eighteen (18) months from delivery, whichever shall be the shorter (subject to any alternative guarantee arrangements agreed in writing between the Purchaser and the Supplier). If the Purchaser shall, within such guarantee period or within thirty (30) days thereafter, give notice in writing to the Supplier of any defect in any of the Goods/Services that have arisen during the guarantee period under proper and normal use, the Supplier shall (without prejudice to any of the Purchaser's other rights and remedies) within 14 days, remedy such defects (whether by repair or replacement as the Purchaser shall elect in its sole discretion) without cost to the Purchaser.
- 9.5 Any Goods rejected or returned by the Purchaser pursuant to this Condition 9 shall be returned to the Supplier at the Supplier's risk and expense.
- 10. Labelling and Packing**
- 10.1 The Goods shall be packed and marked in a proper manner and in accordance with the Purchaser's instructions and any statutory requirements and any requirements of the carriers. In particular the Goods shall be marked with the Order Number, the net, gross and the weights, details of the contents shall be clearly marked on each container and all containers of hazardous goods (and all relating documents) shall bear prominent and adequate warnings. The Supplier shall indemnify and keep indemnified the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any breach of this Condition 10.1.
- 10.2 All packaging materials will be considered non-returnable and will be destroyed unless the Supplier's advice note states that such materials will be charged for unless returned. The Purchaser accepts no liability in respect of the non-arrival at the Supplier's premises of empty packages returned by the Purchaser.
- 11. Intellectual Property**
- 11.1 Except to the extent that the Goods / Services are supplied in accordance with designs provided by the Purchaser, it shall be a condition of the Purchase Order that none of the Goods / Services infringe any patent, trade mark, design right (whether registered or not), copyright or any other right in the nature of intellectual property of any third party and the Supplier shall indemnify and keep indemnified the Purchaser against all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any breach of this Condition 11.1.
- 11.2 All materials, equipment, software, inventions, specifications, instructions, plans or any form of intellectual property right in any of the foregoing ("Intellectual Property"):
- 11.2.1 furnished to or made available to the Supplier by the Purchaser pursuant to the Purchase Order are hereby assigned to and shall remain vested solely in the Purchaser; and
- 11.2.2 the Supplier shall not (except to the extent necessary for the implementation of the Purchase Order) without prior written consent of the Purchaser, use or disclose any such Intellectual Property or any information (whether or not relevant to the Contract) which the Supplier may obtain pursuant to the Contract and in particular (but without prejudice to the generality of the foregoing) the Supplier shall not refer to the Purchaser or the Contract in any advertisement without the Purchaser's prior written agreement.
- 12. Health and Safety**
- 12.1 The Supplier represents and warrants to the Purchaser that the Supplier has satisfied itself that:
- 12.1.1 all necessary tests and examinations have been made or will be made prior to delivery of the Goods to ensure that the Goods are designed, manufactured, supplied and installed so as to be safe and without risk to the health or safety of persons using the same; and
- 12.1.2 that it has made available to the Purchaser adequate information about the use for which the Goods have been designed and have been tested and about any conditions necessary to ensure that when put to use the Goods will be safe and without risk to health.
- 12.2 In any event, the Supplier will comply with the duties imposed on it by the Health & Safety at Work etc. Act 1974 or any amendment thereto and of all other statutory provisions, rules and regulations so far as they are applicable. The Supplier shall indemnify and keep indemnified the Purchaser against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any breach of this Condition 12.
- 13. Indemnity and Insurance**
- 13.1 Without prejudice to any rights or remedies of the Purchaser (including the Purchaser's rights and remedies under Condition 9 above) the Supplier shall indemnify and keep indemnified the Purchaser against any and all actions, suits, claims, demands, losses, charges, costs and expenses (including legal expenses and disbursements) which the Purchaser may suffer or incur as a result of or in connection with any damage to property or in respect of any injury (including death) to any person which may result directly or indirectly from any defect in the Goods or the negligence, acts or omissions of the Supplier or any of its employees, agents or sub-contractors.
- 13.2 The Supplier shall take out and maintain with a reputable insurance company a policy or policies of insurance that are consistent with contracts of this nature and covering all the matters which are the subject of indemnities under these Conditions.
- 13.3 The Supplier shall at the request of the Purchaser produce the relevant policy or policies together with receipts or other evidence of payment of the latest premium.
- 13.4 The Supplier shall be liable under the provisions of the Contract (including Condition 13.1) whether or not it complies with the insurance provisions in this Condition 13.
- 13.5 Nothing in these Conditions or the Contract shall exclude or limit the liability of either party for death or personal injury caused by its negligence or for fraudulent misrepresentation.
- 14. Confidentiality**
- 14.1 The Supplier shall treat all information provided by or on behalf of the Purchaser or generated by the Supplier for the Purchaser under the Contract as confidential. All such information shall be used by Supplier only for the purposes of the Contract. Supplier shall protect the Purchasers' information using not less than the same degree of care with which it treats its own confidential information, but at all times shall use at least reasonable care. All such information shall remain the property of the Purchaser and Supplier shall, upon the Purchasers' demand, promptly return to the Purchaser all such information and shall not retain any copy thereof. The Supplier shall at all times comply with the General Data Protection Regulations 2018.
- 14.2 The existence and the contents of the Contract shall be treated as confidential by Supplier.
- 14.3 The provisions of this Condition 14 shall apply during the continuance of the Contract and after its termination howsoever arising without limitation in time.
- 15. Termination**
- 15.1 In the event of a material breach of Contract by either party, the innocent party may terminate the Contract with immediate effect by notice in writing.
- 15.2 The Purchaser may terminate the Contract with immediate effect by notice in writing to the Supplier if at any time:-
- 15.2.1 the Supplier passes a resolution that it be wound-up or that an application be made for an administration order or the Supplier applies to enter into a voluntary arrangement with its creditors;
- 15.2.2 a receiver, liquidator, administrator, supervisor or administrative receiver be appointed in respect of the Supplier's property, assets or any part thereof;
- 15.2.3 the court orders that the Supplier be wound-up or a receiver of all or any part of the Supplier's assets be appointed;
- 15.2.4 the Supplier is unable to pay its debts in accordance with Section 123 of the Insolvency Act 1986;
- 15.2.5 the Supplier (being an individual or partnership) is declared or adjudicated bankrupt or enters into any arrangement or composition with its creditors.
- 15.2.6 Nothing in this Condition 15 shall affect the coming into, or continuance in force of any provision of the Contract which is expressly or by implication intended to come into force or continue in force upon termination of the Contract.
- 16. Assignment and Sub-Contracting**
- 16.1 The Supplier shall not without the prior written consent of the Purchaser assign or transfer the benefit or burden of the Contract.
- 16.2 No sub-contracting by the Supplier shall in any way relieve the Supplier of any of its responsibilities under the Contract.
- 16.3 Where the Purchaser enters a sub-contract with a supplier or contractor for the purpose of performing the Contract, it shall cause a clause to be included in such sub-contract which requires payment to be made to the supplier or contractor within a specified period not exceeding thirty (30) days from receipt of a valid invoice as defined by the sub-contract requirement.
- 17. Notices**
- Any notices to be given under the Contract shall be delivered personally or sent by post or by eMail to the Managing Director (in the case of the Purchaser) or to the address set out in the Purchase Order (in the case of the Supplier). Any such notice shall be deemed to be served, if delivered personally, at the time of delivery, if sent by post, 48 hours after posting or, if sent by eMail, 12 hours after proper transmission.
- 18. Third Party Rights**
- The Contract is not intended to create any rights of any kind whatsoever enforceable by any person who is not a party to the Contract, including any rights enforceable under the Contracts (Rights of Third Parties) Act 1999.
- 19. Severability**
- If any provision under this Contract is or becomes unenforceable, such provision shall not take effect and shall be deemed to be severed from the remainder of the Contract to the extent that the remainder of the Contract and the unaffected part of the provision shall continue to be fully enforceable.
- 20. Waiver**
- No delay or omission by the Purchaser in exercising any of its rights under the Contract shall constitute a waiver of that right and any partial exercise of any such right shall not prevent any future exercise of the right.
- 21. Law and Jurisdiction**
- The Contract and any dispute arising under or in any way connected with the subject matter of the Contract (whether of a contractual or tortious nature or otherwise) shall be governed by and interpreted in accordance with English Law and the parties submit to the jurisdiction of the English courts only except that the Purchaser may seek injunctive relief outside such jurisdiction.

BDC Conditions of Purchase for Goods and Services
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List of deviations:

Where the Supplier is providing IT Infrastructure Support or Hosting the spirit of this agreement abides but may be supplemented by the Service Level Agreement or Consultancy Agreement that has been approved by both parties, sits alongside and in conjunction with these Conditions of Purchase, for Goods and Services