

Standard Terms and Conditions Goods and Services (Purchase Orders Only)

1. GENERAL

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 In the absence of such acceptance, the Supplier shall be deemed to have withdrawn or waived his terms or conditions and to contract solely on the basis of Rent Premises, and acceptance of any goods and / or services shall not constitute or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

2. PRICE

2.1 The price to be paid for the goods and / or service is set out in the purchase order is a fixed priced unless specifically indicated within the purchase order and shall be exclusive of VAT. No variation of such price shall be effective unless agreed in writing between the Supplier and Rent Premises.

3. CONFIRMITY TO PURCHASE ORDER

3.1 The goods and/or services supplied or performed under the contract shall:
3.1.1 confirm as to the quantity, type, sort, quality and description;
3.1.2 be fit for the purpose made known to the Supplier expressly or by implication and in this respect Rent Premises shall rely on the Supplier's skill and judgement ;
3.1.3 be new (unless otherwise specified in the purchase order) and of sound materials and skilled and careful workmanship; and
3.1.4 comply with any current legislation and standards specified and where no standard is specified comply with the relevant British Standards or equivalent.
3.2 If the goods and / or services do not so comply Rent Premises is entitled at its option either to return the goods at the risk of the Supplier and reject the goods and / or service and require the Supplier to re-perform the service or accept the whole or part of the goods and / or services supplied by the Supplier but without prejudice to any rights of Rent Premises to claim compensation or damages for loss or damage suffered as a result of such failure to comply.

4. DELIVERY OF GOODS AND / OR PERFORMANCE OF SERVICES

4.1 All goods and/or services ordered by Rent Premises shall be delivered or performed at the 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 Rent Premises to cancel 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 Rent Premises to inspect or test the goods and /or services for compliance with the specification / purchase order. If the goods / services do not comply with Rent Premises requirements, Rent Premises shall notify the Supplier either of Rent Premises intention to reject the goods and / or services or, the remedial steps which must be taken by the Supplier.
4.5 Risk and title in the goods and / or services shall only pass to Rent Premises on acceptance of the goods and / or services when delivered to the address in the purchase order. Rent Premises also reserves the right to take possession of all goods to which it has title.
4.6 Any goods lost or damaged in transit shall be restored or replaced by the Supplier at the Supplier's expense to Rent Premises satisfaction.
4.7 If, at any time within 3 months from the date of delivery, the goods and / or services fail to comply with the purchase order, Rent Premises may reject the whole or any part of the goods and /or services . Rent Premises may accept replacement goods / services from the Supplier at the Supplier's expense.
4.8 The Supplier agrees to provide a 12 month warranty in respect of all goods supplied to Rent Premises.

5. INTELLECTUAL PROPERTY

5.1 Rent Premises retains ownership of all intellectual property rights in all documents provided by Rent Premises in connection with or arising out of the contract.
5.2 The Supplier grants to Rent Premises a perpetual, royalty-free, irrevocable nonexclusive licence (with right to sub-licence) to use all intellectual property rights in the goods and / or services supplied to the extent that it is necessary to fulfill its obligations under the contract.
5.3 Intellectual property rights and other rights in the goods and services shall vest in the party from whom the goods and services originate unless the goods and / or services are produced for Rent Premises as bespoke. If the latter, the rights shall vest in Rent Premises upon their creation.
5.4 In the event of any breach of any such intellectual property rights the Supplier shall indemnify Rent Premises, unless Rent Premises is responsible for the breach in question.

6. INVOICES, PAYMENT AND SET OFF

6.1 Detailed priced invoices, which shall be valid VAT invoices, shall be sent by first class post to Rent Premises at the address detailed in the purchase order. Invoices shall be sent immediately after delivery of goods is made or completion of the service and shall bear Rent Premises purchase order number.
6.2 Payment for goods and / or services provided shall be made at the time agreed by the parties.
6.3 Rent Premises shall make payment within 30 days of receipt of a valid invoice from the Supplier.
6.4 Rent Premises may set off against any sums due to the Supplier whether under this contract or otherwise any lawful set off or counterclaim to which Rent Premises may at any time be entitled.

7. INDEMNITY AND INSURANCE

7.1 The Supplier agrees to indemnify and keep indemnified Rent Premises from and against any loss, damage, damages, actions, claims, demands, proceedings, costs, charges, expenses or any other liability (whether criminal or civil) suffered or incurred by Rent Premises resulting from its obligation under the contract.
7.2 The Supplier shall secure performance of the indemnities by entering policies of insurance in the sum of not less than £5,000,000 in respect of each claim without limit to the number of claims and shall make available copies of any insurance policies to Rent Premises on request.

8. LIABILITIES

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

9. FORCE MAJEURE

9.1 Notwithstanding anything contained in these terms and conditions neither Rent Premises nor the Supplier shall be liable for any loss damage or expense suffered or incurred by the other party if by reason of fire, accident, wars, strikes, lockouts or any restriction or prohibition imposed by the Government or any duly authorised authority which could not reasonably have been prevented or avoided by Rent Premises or the Suppliers as the case may be, either;
9.1.1 Rent Premises is prevented from or delayed in accepting delivery of any goods and / or services or any part of the goods or services or in paying for the same or;
9.1.2 the Supplier is prevented from or delayed in the supply of any goods and / or service ordered by Rent Premises.

10. CONFIDENTIALITY

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

11. INFORMATION LAWS

11.1 The Supplier acknowledges that Rent Premises is subject to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004 ('the Information Laws') and where applicable, the Supplier shall provide all necessary assistance to enable Rent Premises to comply with its obligations under the Information Laws.

12. PROTECTION AND SECURITY OF DATA

12.1 The Supplier shall, and shall procure that its staff shall, comply with any notification requirements under the Data Protection Act 1998.
12.2 The Supplier shall ensure compliance with the seventh data protection principle regarding security of personal information.
12.3 When handling Rent Premises data, the Supplier shall ensure the security of the data is maintained in accordance with the security requirements of Rent Premises as notified from time to time.

13. WAIVER

13.1 No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the contract shall either be or be deemed to be a waiver or in any way prejudice any right or that party under this contract.

14. AMENDMENT

14.1 This contact may not be varied except by an agreement in writing signed by the duly authorised representatives of the parties.

15. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

15.1 Unless the right of enforcement is expressly granted, it is not intended that a third party should have a right to enforce a provision of this contract pursuant to the Contracts (Rights of Third Parties) Act 1999. The parties may rescind or vary this contract without the consent of a third party to whom an express right to enforce any of its terms has been provided.

16. PUBLICITY & TRANSPARENCY

16.1 The Supplier shall not, without the prior written permission of Rent Premises, advertise or disclose to any third party that it is providing the goods and / or services to Rent Premises.
16.2 The parties acknowledge that, except for any information which may be exempt from disclosure in accordance with the relevant law, Rent Premises may publish this contract in its entirety to the general public.

17. DISPUTE RESOLUTION

17.1 The parties shall attempt in good faith to negotiate a settlement to any dispute arising out of or in connection with this agreement. In the event a settlement cannot be reached within a reasonable time or within one month of the dispute

arising (whichever is the shorter period), the parties may exercise any remedy it has under applicable law.

18. TERMINATION

- 18.1 If at any time after the commencement of the contract the Supplier shall commit an act of bankruptcy or in the case of a limited company call a meeting of its creditors then Rent Premises shall be entitled to treat the contract as repudiated and cancelled in respect of any goods and / or services not delivered in accordance with the terms of the contract. If the Supplier breaches any terms of this contract Rent Premises may (if the breach is capable of remedy) give the Supplier notice of the breach and the Supplier shall remedy the breach within 7 days from receipt of notice of the breach. If the Supplier fails to remedy the breach or if the breach is not capable of remedy Rent Premises may terminate the contract with immediate effect.

19. SUB-CONTRACTING AND ASSIGNMENT

- 19.1 The Supplier shall not sub-contract or assign or transfer this contract from Rent Premises or the benefit of this contract to any third party except with the consent in writing of Rent Premises.

20. ENTIRE AGREEMENT

- 20.1 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.

21. OBSERVANCE OF STATUTORY REQUIREMENTS

- 21.1 The Supplier shall comply with the all statutes, orders, regulations or bye laws applicable to the performance of this contract, including health and safety and shall indemnify Rent Premises against any losses, claims or liabilities, expenses, proceedings or otherwise as a result of the Supplier's noncompliance with the same.

22. NOTICES

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

23. PROPER LAW

- 23.1 This contract shall be subject to and construed in accordance with English Law and the parties submit to the jurisdiction of the English Courts.

24. TERMS AND CONDITIONS SPECIFIED

- 24.1 These terms and conditions will apply unless Rent Premises specifies different terms and conditions. If different terms and conditions are specified by Rent Premises, those terms will override these purchase order terms and conditions and will apply instead of these.