

Inspiration Trust – Terms of purchase

Effective date: January 19, 2018

1 Interpretation

1.1 In these Contract Terms:

“**Trust**” means Inspiration Trust (a company limited by guarantee and registered in England and Wales with Company Number 08179349 whose registered office is at Weights and Measures Building, 28 Bethel St, Norwich NR2 1NR);

“**Contract Terms**” means these standard terms and conditions of purchase and includes any special terms agreed in writing between the Trust and the Supplier;

“**Contract**” means each contract for the sale and purchase of the Goods and the supply and acquisition of the Services on these Contract Terms;

“**Goods**” means the goods (including any instalment, component, part of or raw materials used in such goods) described in the Order;

“**IPR**” means all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;

“**Order**” means the Trust’s order (identified by a purchase order number issued by the Trust to the Supplier);

“**Price**” means the price of the Goods or the Services or both as set out in the Order;

“**Services**” means the services (if any) described in the Order;

“**Supplier**” means the person, firm or company so described in the Order; and

“**Writing**” includes all forms of electronic communication and “written” shall be construed accordingly.

2 Basis of Purchase

2.1 The Order constitutes an offer by the Trust to purchase the Goods and/or acquire the Services subject to these Contract Terms.

2.2 The Supplier shall accept these Contract Terms by accepting an Order (notwithstanding any conditions attached to such acceptance or any purported incorporation of terms other than these Contract Terms) or by delivering any Goods or performing any Services.

2.3 These Contract Terms shall apply to each Contract to the exclusion of any other terms and conditions on which any quotation has been given to the Trust or subject to which the Order is accepted or purported to be accepted by the Supplier.

2.4 No variation to the Order or these Contract Terms shall be binding unless agreed in writing by the Trust.

3 Quality and Description

3.1 The quantity, quality, description, packaging and labelling of the Goods and the Services shall be as specified in the Order or as agreed in writing by the Trust.

4 Price and Payment

4.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be exclusive of any applicable VAT (which shall be payable by the Trust subject to receipt of a VAT invoice) but inclusive of all charges for packaging, insurance and delivery of the Goods to the Trust’s specified delivery address, and travel and accommodation in the case of Services, and any duties, imposts or levies other than VAT.

4.2 The Supplier shall invoice the Trust on completion of the Services. Each invoice shall include such supporting information required by the Trust to verify the accuracy of the invoice, including but not limited to the relevant purchase order number.

4.3 Unless otherwise stated in the Order, the Trust shall pay the Price of the Goods and the Services within 30 days after receipt by the Trust of a proper invoice or, if later, after acceptance of the Goods or Services in question by the Trust.

4.4 The Trust shall be entitled to deduct from the Price:

4.4.1 any amount which is disputed by the Trust, pending resolution of such dispute (including related costs and expenses); and

4.4.2 any sums owing by the Supplier to the Trust on any contract.

5 Delivery

- 5.1 The Goods shall be delivered to, and the Services shall be performed at, the place(s) and on the date(s) stated in the Order, in either case during the Trust's usual business hours. The Trust reserves the right to amend any delivery instructions. Delivery shall be deemed to be made on receipt of the Goods and/or the Services by the Trust in accordance with all terms of the Contract.
- 5.2 Where the date of delivery of the Goods or of performance of the Services is to be specified after the placing of the Order, the Supplier shall give the Trust reasonable notice of the specified date and all information reasonably required by the Trust to enable it to accept delivery or performance.
- 5.3 Time of delivery of the Goods and of performance of the Services is of the essence of the Contract. Notwithstanding this, if for any reason the Trust requests delivery or performance to be delayed, the Supplier shall agree to such request at no extra cost to the Trust and the provisions of this clause 5 shall apply to any such revised date for delivery or performance.
- 5.4 A delivery note stating the number of the Order and the description and quantity of Goods supplied must accompany each consignment of the Goods and must be displayed prominently.
- 5.5 Delivery or performance by instalments shall not be accepted by the Trust unless previously agreed in writing.

6 Acceptance

- 6.1 The Trust shall be entitled to reject all or any part of the Goods delivered or Services performed which are not in accordance with the Contract, including a right to reject defective Goods even if the defect is minor.
- 6.2 The Trust shall not be deemed to have accepted any Goods and/or Services until the Trust has had a reasonable time to inspect or test them following delivery or, in the case of latent defects, until a reasonable time after the latent defect has become apparent.

7 Risk and Property

- 7.1 Risk of damage to or loss of the Goods shall pass to the Trust upon delivery to the Trust in accordance with the Contract. Transit and offloading of the Goods shall be at the Supplier's risk.
- 7.2 The property in the Goods shall pass to the Trust upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the Trust once payment has been made and the Goods have been appropriated to the Contract.

8 Warranties

- 8.1 The Supplier warrants to the Trust that it is fully experienced, qualified, equipped, organised and financed to perform its obligations under the Contract and warrants to the Trust that the Goods:
- 8.1.1 will be of satisfactory quality and fit for their purpose; and
- 8.1.2 will comply with all statutory and similar requirements.
- 8.2 The Supplier warrants to the Trust that the Services:
- 8.2.1 will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standards of quality as it is reasonable for the Trust to expect in all circumstances; and
- 8.2.2 will comply with all statutory and similar requirements.
- 8.3 The warranties set out in this clause 8 shall continue in force (notwithstanding acceptance by the Trust of all or any part of the Goods or Services) for 3 months from the date of first use of the Goods or completed performance of the Services in question.

9 Certain Rights and Remedies on Default

- 9.1 Each right or remedy of the Trust is without prejudice to any other right or remedy of the Trust, whether or not under the Contract.
- 9.2 If any Goods or Services are not supplied or performed in accordance with the Contract, then the Trust shall be entitled at any time within the 3 month period from the date of first use and/or completed performance of the Goods and Services:
- 9.2.1 to require the Supplier to repair the Goods or (at the Trust's sole option) to supply replacement Goods or Services in accordance with the Contract within seven days (and the provisions of this clause 9 shall apply to any such repaired or replaced Goods or Services); or
- 9.2.2 whether or not the Trust has previously required the Supplier to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the Price which has been paid.

10 Indemnity and Insurance

- 10.1 The Supplier agrees to indemnify and keep indemnified the Trust from and against all costs, actions, claims, demands, liabilities, expenses, damages or losses arising out of or in connection with the Supplier's negligence, default or breach of the Contract.

10.2 For the duration of the Contract and for a period of 12 months thereafter, the Supplier shall at all times maintain in force, with a reputable insurance company, insurance cover against its liability under the Contract and shall produce satisfactory evidence of such cover to the Trust on demand.

10.3 This clause 10 shall survive termination of the Contract.

11 Force Majeure

11.1 Neither the Supplier nor the Trust shall be liable to the other or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of its obligations in relation to the Goods or the Services, if the delay or failure was beyond that party's reasonable control. Illness or shortage of the Supplier's staff, agents or subcontractors, failure or delay by any of the Supplier's suppliers to supply goods, components, services or materials and breach of the Supplier's warranties under clause 8 shall not be regarded as causes beyond the Supplier's reasonable control.

12 Termination

12.1 The Trust may give notice in writing to the Supplier terminating the Contract with immediate effect if:

12.1.1 the Supplier commits any material breach of any of the terms of the Contract and that breach (if capable of remedy) is not remedied within 14 days of notice being given requiring it to be remedied;

12.1.2 an order is made or a resolution is passed for the winding-up of the Supplier or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the Supplier or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the Supplier's assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the Supplier takes or suffers any similar or analogous action in consequence of debt;

12.1.3 there is a change of control of the Supplier (and for the purposes of this clause "control" means the ability to direct the affairs of another whether by virtue of the ownership of shares, contract or otherwise); or

12.1.4 the Supplier purports to assign its rights or obligations under this Agreement.

12.2 The Trust shall be entitled to cancel the Contract at any time by serving seven days' written notice on the Supplier.

13 Intellectual Property

13.1 All IPR in any materials prepared or supplied by the Trust to the Supplier shall remain the property of the Trust.

13.2 All IPR in pre-existing materials supplied by the Supplier to the Trust shall remain the property of the Supplier.

13.3 All IPR in materials prepared by or developed by the Supplier in connection with the provision of the Services shall vest with, and are hereby assigned to, the Trust.

14 Conflicts of Interest

14.1 The Supplier shall take appropriate steps to ensure that neither the Supplier nor any employee, servant, agent, supplier or sub-contractor of the Supplier is placed in a position where there is or may be an actual conflict, or a potential conflict, between the financial or personal interests of the Supplier or such persons and the duties owed to the Trust under the provisions of the Contract. The Supplier will notify the Trust of any such conflict of interest which may arise. The provisions of this clause 14.1 shall apply during the continuance of this Contract. Similarly where the Trust identifies or becomes aware of any potential conflict affecting the Services, it shall promptly notify the Supplier.

15 Confidentiality

15.1 All information supplied to the Supplier by the Trust at any time in connection with the Contract shall be regarded as confidential and shall not without the prior written consent of the Trust be published or disclosed to any third party or used by the Supplier except for the purpose of implementing the Order.

15.2 The Supplier shall not advertise or announce the supply of the Goods and/or the Services to the Trust, or make use of the Trust's name or brand, without the Trust's prior written consent.

15.3 The obligations under this clause 15 shall remain in force notwithstanding completion, cancellation or termination of the Contract.

16 Assignment

16.1 the Trust may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

16.2 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 the Customer.

17 Severance

17.1 If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

18 General

18.1 A waiver of any right under the Contract is only effective if it is in writing and it applies only to the party to whom the waiver is addressed and the circumstances for which it is given.

18.2 Nothing in the Contract is intended to, or shall operate to, create a partnership between the parties, or to authorise either party to act as agent for the other, and neither party shall have authority to act in the name or on behalf of or otherwise to bind the other in any way.

18.3 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), 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.

18.4 The Contract does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of The Contracts (Rights of Third Parties) Act 1999.