based on the Higher Education Procurement Association (HEPA) Standard T&Cs

1. Definitions

1.1. "we" and "our" means Goldsmiths' College, (also known as "Goldsmiths, University of London"), a body incorporated by royal charter with registered number RC000715, whose administrative offices are at New Cross, London SE14 6NW.

1.2. "you" and "your" means the person, firm or company making the Supply.

1.3. "Attachment" means a document which sets out the particular features of the Contract.

1.4. "Authorised Officer" means our employee authorised to issue and deal with the Contract.

1.5. "Authorised" means signed by an Authorised Officer.

1.6. "Confidential Information" means all information (written or oral) not in the public domain concerning the business and affairs of either party which is obtained in connection with the Contract.

1.7. "Contract" has the meaning given in Condition 2.

1.8. "Form of Agreement" means a form of agreement signed by the parties.

1.9. "Goods", "Services" and/or "Works" means the goods services and/or works described in the Contract.

1.10. "Intellectual Property Rights" means patents, trade marks, service marks, registered designs, copyrights, database rights, design rights, know-how, confidential information, applications for and the right to apply for any of the foregoing, and any similar right recognised from time to time in any jurisdiction, together with all rights of action in relation to the infringement of any of the foregoing.

1.11. "Loss" means any loss, costs, damages or expenses howsoever arising.

1.12. "Package" means any type of package used to make delivery including without limitation bags, cases, carboys, cylinders, drums, pallets, tank wagons and other containers.

1.13. "Price" means the price stated in the Contract.


1.15. "Supply" means the Goods, Services and/or Works.

2. The Contract

2.1. The Contract shall comprise (in order of precedence): any Form of Agreement, any Attachment, any Purchase Order, these Standard Terms and any other document identified as forming part of the Contract.

3. Price

3.1. The Price is fixed and comprehensive. Unless otherwise agreed there are no additional charges, including without limitation for design, storage, packing, insurance, delivery to the delivery address, duty, taxes, carriage, installation and commissioning. VAT is payable in addition.

4. Variations

4.1. If we wish to vary the Supply we will ask you to provide a quotation within 14 days (or such longer period as we agree is reasonable). No variation shall be implemented unless and until the Authorised Officer notifies acceptance of the quotation in writing.

5. Our right of cancellation

5.1. We may cancel the Contract at any time by sending you a notice of termination. If you submit a written termination claim within the 14 days (or such longer period as we agree is reasonable) of our notice, we will pay you by 30th of the month following that in which a properly due and owing undelivered balance of the Goods; return for full credit and at your expense any goods that in our opinion cannot be used; require you to as quickly as possible to repair or replace the Goods.

6. Quality and description

6.1. The Supply shall conform in every respect with:

(a) with the provisions of the Contract (including without limitation any standards of performance specified in the Contract);

(b) the requirements of any relevant UK or EC statute, order, regulation, directive, standard, code of practice or bye-law or international agreement from time to time in force which is relevant to the Supply;

(c) any recommendation or representation you have made; and

(d) professional standards which might reasonably be expected.

6.2. Goods shall:

(a) unless otherwise agreed be fit for any purpose made known to you expressly or by implication and in this respect we rely on your skill and judgement;

(b) be new (unless otherwise specified in the Contract), of sound materials and made with skilled and careful workmanship;

(c) correspond to their description and any samples, patterns, drawings, plans and specifications referred to in the Contract; and

(d) be of satisfactory quality.

7. Access to our premises etc.

7.1. Where access to our premises is required, you shall comply with our reasonable requirements. Access shall be at your risk. At the completion of the Supply you shall leave our premises in a clean condition, ready for occupation, having reported to the Authorised Officer and repaired any damage.

8. Progress and inspection

8.1. You shall provide any programmes of work, manufacture and delivery we may reasonably require. You shall notify us immediately if your progress falls behind or may fall behind any of these programmes.

8.2. We shall have the right to check progress at your works and those of any sub-contractor at reasonable times. Any inspection or approval shall not relieve you from your obligations under the Contract.

8.3. Unless otherwise agreed in the Contract, time of Supply shall be of the essence. The Authorised Officer must be notified and provide written consent to any extension of time.

9. Packaging

9.1. Unless otherwise agreed, all Packages shall be non-returnable. If a Package is returnable, you must give us full return instructions before the time of delivery, the Package must be clearly marked to show to whom it belongs and, unless otherwise agreed, you must pay the costs for the return of Package. We shall not be liable for any Package lost or damaged in transit.

10. Safety

10.1. You shall

(a) have full regard to safety of persons and comply with the Health and Safety at Work Act 1974 and its subordinate regulatory framework, and of any other Acts pertaining to the health and safety of persons and where supplying food observe all requirements in relation to food safety;

(b) conduct all necessary tests prior to delivery to ensure that the Supply will be safe and without risk to the health or safety of persons;

(c) provide adequate safety information data sheets and content identification, particularly of hazardous materials; and

(d) throughout the progress of any Works, keep the site in an orderly state and provide and maintain all lights, guards, fencing and warning signs for the protection of the Works and the safety and convenience of the public and others.

11. Delivery of Goods

11.1. Goods shall be properly packed and despatched to arrive in good condition at the specified department address and nowhere else.

12. Risk of damage or loss of Goods

12.1. If any of Goods are not delivered on time or arrive damaged then we may by written notice do any of the following: cancel any undelivered balance of the Goods; return for full credit and at your expense any goods that in our opinion cannot be used; require you to as quickly as possible to repair or replace the Goods.

13. Property and risk

13.1. You shall bear all risks of loss or damage to Goods until delivery and insure accordingly.

13.2. Without prejudice to our right of rejection, ownership of Goods shall pass to us if we make any advance payment (thereupon you must mark the Goods as our property) or otherwise on delivery of the Goods.

14. Rejection

14.1. We have the right to reject a Supply in whole or in part, whether or not paid for, within a reasonable time if it is not completely in accordance with the Contract (even if the variation is only slight or minor). You will be allowed a short period to correct the Supply. (Alternatively we may agree a reasonable deduction from the Price.) This will be one month or such shorter period as we may reasonably determine given the nature of the Supply. After this we shall be entitled to reject the Supply. In the case of late Works or Services, we may have them performed by alternative means and charge you any additional cost. You must collect all rejected goods within a reasonable time of rejection or we shall return them to you at your risk and expense.

15. Payment

15.1. Unless stated otherwise in the Contract

(a) an invoice may not be submitted until we have notified you of acceptance and

(b) we shall pay you by 30th of the month following that in which a correctly rendered invoice is received.

15.2. You must quote the full Contract reference number. We shall not be held responsible for delays in payment caused by your failure to supply accurate invoices or comply with our invoicing instructions.

16. Your warranty

16.1. Unless otherwise agreed

(a) you will correct defects arising during the warranty period which shall be 12 months from first use or 18 months from acceptance, whichever period expires first; repairs or replacements will subject to a warranty period of 12 months; and

(b) spares will continue to be available for at least 10 years from delivery of Goods.

17. Liability and insurance

17.1. Subject to Condition 17.2

(a) Neither party shall be liable for any Loss of an indirect or
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