

COLEG CAMBRIA GENERAL TERMS AND CONDITIONS OF PURCHASE

1. General

Coleg Cambria operates a 'no purchase order, no payment' policy therefore a purchase order number should be quoted on the invoice and related correspondence. We reserve the right to withhold payment where no purchase order number has been provided.

Coleg Cambria reserves the right to refuse reimbursement for any claim which does not conform to this policy.

2. Organisational Structure

The Corporation was established under the Further and Higher Education Act 1992 for the purpose of conducting Coleg Cambria. The College is an exempt charity for the purposes of Part 3 of the Charities Act 2011 and is regulated by the Welsh Government as Principal Regulator for all FE Corporations in Wales.

The Coleg Cambria governing body oversees the strategic development of Coleg Cambria and ensures the effective use of resources and the general solvency of the College.

3. Indemnity

Suppliers shall at all times indemnify and hold Coleg Cambria harmless from and against all claims, demands and/or proceedings in respect of death or injury to any person or loss of or damage to any property occasioned by or arising out of or in consequence of (i) the performance or non-performance by the supplier of the order or (ii) the sale, use or possession of the goods and further against any costs, charges or expenses caused to Coleg Cambria and its associated or subsidiary companies as a result thereof provided always that supplier shall not be bound to indemnify as foresaid if the death, injury, loss or damage in question was caused solely by wrongful acts or omissions of any of those indemnified.

4. Cancellation and Termination

Coleg Cambria reserves the right at any time to cancel or revoke the work called for under this order. Coleg Cambria's sole obligation arising from such cancellation or revocation shall be to indemnify supplier for costs reasonably incurred, which in any event shall be mitigated to the maximum possible extent by the supplier. If at any time it appears to Coleg Cambria that the supplier has breached or defaulted in the terms of this agreement or such breach or default is likely to occur, Coleg Cambria may, without prejudice to any other rights, terminate this order immediately by notice in writing.

5. Inspection

Goods/services/works received and found on inspection by Coleg Cambria to be either damaged and/or in any way failing to meet the specification or otherwise unsuitable, will not be deemed to have been accepted as being in conformance with this order and will be returned to the supplier for replacement at the suppliers' risk and expense without prejudice to any other rights which Coleg Cambria may have. The onus is on the supplier to ensure that the goods/services/works supplied are suitable for the purpose for which they are intended.

6. Price

The price shown on Coleg Cambria's purchase order shall be fixed for the duration of the contract unless expressly varied in writing by Coleg Cambria.

7. Payment Terms

Coleg Cambria's payment terms are 30 days net from receipt of a valid accurate invoice. The invoice must clearly show a valid Coleg Cambria purchase order number, along with relevant contact details and any other supporting documentation. It must also show VAT separately and include the supplier's VAT registration number. Coleg Cambria will only pay for goods/services/works on a proforma basis in very exceptional circumstances. This decision will be made by the Director of Finance or Finance Manager. Payment will be made into bank accounts at month end following the Thirty (30) days. All suppliers are to be paid by BACS, it is the supplier's responsibility to keep Coleg Cambria updated with any change to bank details to ensure that payments are not delayed. Amended bank details must be sent on the supplier's company headed paper along with the bank details and this should be signed and dated by an authorised manager with their name and title printed on the letter. Bank details will be verified by a member of Coleg Cambria's Finance/Procurement team over the telephone. Invoices must be addressed to Coleg Cambria and any invoices/statements should be sent directly to the Finance Purchases Department electronically via the email address: financepurchases@Cambria.ac.uk.

8. Deliveries

The Coleg Cambria purchase order will include delivery to a specified location. The delivery should be marked for the department named on the purchase order. Deliveries can be made during the following hours: - Monday-Thursday: 08:30am-16:30pm - Friday: 08:30am-16:00pm.

9. Passing of Property and Risk to the Purchasing Organisation

The property and risk in all of the goods/services/works shall remain with the supplier until they are delivered and signed for by a Coleg Cambria representative at the point on our order at which point property and risk will pass to Coleg Cambria.

10. Law

The conditions and the contract between the parties shall be construed and applied in accordance with the law of England and Wales and the English and Welsh Courts shall have sole jurisdiction in any dispute thereto, Sections 12-15 of The Sale of Goods Act 1979 shall apply and no exclusions thereof shall be agreed.

11. Bribery and Corruption

Coleg Cambria is committed to the highest standards of ethical conduct and integrity in its business activities. Coleg Cambria will not tolerate any form of bribery by, or of, its employees, agents or consultants or any person or body acting on its behalf. Coleg Cambria Governors and Directors are committed to maintaining effective measures to prevent, monitor and eliminate bribery in accordance to The Bribery Act 2010. Notwithstanding the provisions for termination which are made within this agreement/contract, if any employee or representative from the supplier is found to have offered any form of bribe to any employee of Coleg Cambria, the College reserves the right to terminate this agreement/contract with immediate effect.

12. Site Attendance

If this order relates to the necessity of a contractor coming onto a Coleg Cambria site, the contractor's representative should report to the College's main reception upon commencement of the work and agree to abide by the College's health and safety policy and codes of practice.

13. Responsibility for the Policy

The Finance Manager has the overall responsibility for ensuring this policy is continuously reviewed to ensure best practices for the College. A copy of this policy is available on our website and will also be made available on our intranet. Details of Supplier's address, bank account, VAT number and company registration number must be supplied on Supplier letter headed paper at the time of adding to the Coleg Cambria accounts system. It is the Supplier's responsibility to advise Coleg Cambria if any of the details given change.