

THE CROWN ESTATE PURCHASE ORDER TERMS & CONDITIONS

The terms and conditions of this purchase order are superseded by the terms of any existing, signed Master Services Agreement (or subsequent legal agreement with specific reference to purchasing terms and conditions) relating to the subject matter of this purchase order

1. Introduction

(a) These terms and conditions apply to all orders we, The Crown Estate Commissioners, place with you, the person named in the order. We agree to buy the goods or services described in the order.

(b) You cannot change these terms and conditions unless we agree to the change in writing. These terms and conditions will replace and take priority over any other terms and conditions contained in any document you use. However, any contract already in force between you and us will continue to apply unless you and we agree otherwise in writing.

(c) If an order contains any terms and conditions which are different from any of these terms and conditions (or the terms and conditions of any contract already in force, as the case may be), the different terms and conditions will apply.

Terms and conditions applying to orders for goods

2. Delivery

(a) You must deliver the goods in the quantities, by the times and to the place specified in the order or as otherwise agreed by us. We do not have to accept any incomplete delivery or any extra goods.

(b) You must make sure all goods are suitably packaged. We do not have to return any packaging materials, whether or not we accept the goods. However, if we ask you to you must remove all the packaging from our premises as soon as possible.

(c) If, after the goods have been delivered, we find that any of the goods do not meet all the requirements of the order, we may reject the goods and return them to you. You may need to replace or repair the goods free of charge and we may recover our costs and expenses from you.

(d) If an order includes any specification or standards for the goods, you may have to give us a certificate confirming that the goods meet all those specifications or standards.

3. Risk and ownership

We will own, and be responsible for, the goods when they are delivered to us in line with the terms of the order, as long as we confirm the delivery in writing. This confirmation does not mean we agree that the goods meet the requirements of the order.

4. Guarantee

(a) If, within 12 months from the date the goods were delivered, we tell you in writing about any fault or failure, you must replace or repair the goods, free of charge. You must do this as soon as possible.

(b) We will return the faulty goods to you as soon as is reasonably possible. You must pay for us to return the goods, and we will not be responsible for any loss or damage that arises while they are on their way to you unless you and we have agreed that you will carry out the necessary repair at our premises, or that you will collect the faulty goods yourself when you bring a replacement.

5. Warranties

You guarantee that the goods you provide will:

- be of satisfactory quality;
- meet any specifications and standards set out in the order;
- be fit for the purpose we told you;
- be free from all faults in design, material and workmanship; and
- match any samples you provided.

Terms and conditions applying to orders for services

6. Performing services

(a) You must provide the services at the times and at the places set out in the order or as otherwise agreed by you and us.

(b) You must make sure the services meet the specifications and standards set out in the order and are provided by appropriately qualified and trained staff. If no standards are shown in the order, the services must be provided to the standards which we might reasonably expect from a first-class provider of similar services.

7. Staff

(a) Any person providing the services under the order (the 'employees') or any person who provides services to us after you have stopped providing the services (a 'future provider'), will not be considered to be employed by us.

(b) You will indemnify (protect) us and any future provider from, and you will accept liability for, all demands, claims, actions, losses, expenses or other liabilities arising under the Transfer of Undertakings (Protection of Employment) Regulations 2006 in connection with you no longer providing the services.

Terms and conditions applying to all orders

8. Delays

You must tell us if there is likely to be a delay in you providing the goods or services. If you do not tell us about any likely delay we may cancel the order without having to pay you any costs and we may need compensation for any losses resulting from the delay.

9. Intellectual property

(a) We will own all intellectual property rights (for example, patents and copyrights arising from your ideas) which you (or someone acting for you) created to meet your obligations to us.

(b) You grant us a licence (including the ability to grant sub-licences) to use all intellectual property rights which we do not own under clause 9(a) but which we need to use the goods or services. This licence is free, will apply anywhere in the world, does not have an end date, can be transferred, and allows us to grant the same rights under it to others using the goods or services. We understand that you can grant similar licences to others.

(c) You and anyone acting for you must do everything we reasonably ask you to do to transfer the intellectual property rights referred to in clause 9(a) to us and to give us the licences referred to in clause 9(b).

(d) You will indemnify us and not hold us liable for any damages (including costs) that may be due as a result of the goods or services breaking any other person's or organisation's intellectual property rights.

10. Price and payment

(a) The price for the goods or services, as set out in the order, is fixed. It does not include VAT but includes all other taxes, charges and expenses (including packaging, carriage and insurance).

(b) You will invoice us, at the invoice address shown on the order, at any time after the goods are delivered or the services are provided, or as otherwise agreed by you and us. All invoices must include an invoice number, our purchase order number and your VAT number. They must also set out the rate of VAT that applies, the cost before VAT and the amount of VAT due. Unless clause 10(c) below applies, we will pay your invoice within 30 days from the date of the invoice. Unless we agree otherwise we usually pay by BACS transfer to your bank account.

(c) We may reject the invoice or put off paying it, if it does not include the purchase order number shown on the order or is for more than the price shown in the order.

(d) You may charge interest on any amount we do not pay you by the due date. You will charge interest each day at the rate of 2% above Barclays Bank Plc's base rate.

11. Variations

(a) You must accept any reasonable variation we ask you to make to the goods or services we have ordered. You can make a fair and reasonable adjustment to the price to reflect the change.

(b) You and we will not be bound by any change to the order until it is confirmed by an official 'order amendment' issued by us.

12. Legal requirements

In meeting your obligations under the order you and your agents, employees and sub-contractors must keep to, and the goods or services must meet, all relevant laws, standards, codes of practice, legal requirements or other regulations.

13. Insurance

You must have insurance cover (including product liability and professional indemnity insurance) appropriate (in amount and risks covered) for suppliers of goods or services of the type you are providing under the order.

14. Cancelling the order

(a) We may, at any time before you have provided the goods or services, cancel all or any part of an order by giving you written notice. If we do this we will not have to pay you any costs.

(b) Clauses 7, 9 and 15 will continue to apply after we have cancelled the order.

15. Confidentiality

You and anyone acting for you must not release any confidential information about us or our business which you receive in connection with the order unless:-

- you have our permission in writing;
- you need to release the information to meet your obligations under the order; or
- the law states that you must release the information.

16. Circumstances beyond your or our control

You and we will not be considered to have broken the conditions of the order if any delays or failures are caused by circumstances beyond your or our (as appropriate) reasonable control. The one affected by the circumstances must tell the other party in writing if the circumstances will cause a delay or failure, and must do everything possible to reduce the effects of those circumstances.

17. General

(a) Nothing in the order or these terms and conditions shall create a partnership between you and us, and nothing in the order will make Her Majesty or any individual Crown Estate Commissioner liable in connection with the order.

(b) We must keep to the Freedom of Information Act 2000 and the Environmental Information Regulations 2004. You must, as soon as possible, co-operate with us and give us any information we ask you for so we can meet our responsibilities.

(c) You cannot transfer any of your rights, liabilities or obligations under the order, or sub-contract all or part of the order, without our permission in writing.

(d) All notices you or we send must be in writing and sent by first-class post to the other's address as set out in the order, or any other address we or you provided in writing. Any notices will be considered to have been delivered 48 hours after it was posted.

(e) The headings in these terms and conditions are there to help you and do not affect the meaning of these terms and conditions.

(f) For the purposes of Section 1(2) of the Contract (Rights of Third Parties) Act 1999, none of these terms can be enforced by anyone other than you or us.

(g) These terms and conditions and the order will be governed by English law, and any legal action in connection with the order must be taken in English courts.