

Purchase Order Terms and Conditions

1. Definitions

'VB/VE' means the British Tourist Authority (BTA) trading as VisitBritain/VisitEngland.

'Supplier' means the party with whom VB/VE enter a contract for the purchase of goods and/or the provision of services.

'Goods' means the goods described in the order.

'Services' mean the services described in the order.

'Order' means an order placed by VB/VE with the supplier for the supply of goods and/or services. 'Order Form' means the form on which the order is placed.

2. Orders

(i) All orders shall be deemed to be offers by VB/VE to purchase the goods and/or services subject to these terms and conditions.

(ii) These conditions shall take precedence over and shall operate to the exclusion of any conditions appearing on any acceptance form, delivery form or other document issued by the supplier. However, where VB/VE has a written contract for the supply of goods and/or services with the supplier and these terms and conditions conflict with such contract then that contract shall prevail over these terms and conditions.

(iii) Subject to the above, neither party shall be bound by any variation, waiver or addition to these terms and conditions unless such variation, waiver or addition agreed in writing and signed on their behalf by the parties.

(iv) VB/VE shall be under no liability whatsoever to the supplier unless the Order is placed or amended by a duly authorised representative of VB/VE.

3. Goods

Where the order relates to goods, then

(i) Delivery.

a) Time of delivery shall be of the essence.

b) All goods supplied against the order must be properly packed and secured and shall be delivered at the supplier's risk to the address on the order form (or any such other place as VB/VE may advise) by the required date on the order form.

c) Without prejudice to any of VB/VE's other rights. VB/VE has the right to cancel the order if the goods are not delivered by the required date or instruct the supplier to deliver the Goods at the supplier's expense by an appropriate express service.

d) The supplier shall be responsible for the cost of packing cases or containers and VB/VE shall return such cases and containers at the supplier's expense, if required by the supplier.

(ii) Title

Title to the goods shall pass to VB/VE on delivery.

(iii) Quality

It shall be a condition of this order that the goods comply in all respects with the goods stated on the order form and with any statements or undertakings made by the supplier, or his servants or agents, prior to the giving of the order. The supplier undertakes that all goods supplied shall be of first class quality, be equal in all respects to any samples or descriptions given by either party and be fit for the purpose for which they are required under the order and the supplier recognises that VB/VE has placed the order relying on the skill and expertise of the supplier and any statements and representations made by the supplier.

(iv) Guarantee

If the goods supplied are defective upon delivery or shall prove to be defective within

12 months of delivery, then VB/VE may call upon the supplier (but without prejudice to VB/VE's other rights) to rectify the defects or replace the goods at the supplier's expense or refund VB/VE with the price of the goods and collect the defective goods at the supplier's expense and pay VB/VE's reasonable expenses in replacing the goods. In all cases, the supplier agrees that it will rectify the defects, replace the goods, or pay VB/VE the appropriate refund and expenses referred to above within seven days of receiving such notice from VB/VE. All the obligations in these terms and conditions shall further apply to any such rectified or replaced goods.

(v) Trademark

The Supplier shall fully indemnify VB/VE against any claim or proceedings commenced for infringement of any patent, registered design, Copyright and Trademark. Trade names or other rights which arise because of the sale or use of the goods supplied by the supplier. This indemnity shall extend to all expenses, costs, damages, and any other loss which VB/VE may incur because of such action.

(vi) Safety

The supplier warrants the safety of the goods and fully indemnifies VB/VE against any claims arising from the goods being unsafe. The supplier shall perform those duties which are placed on a producer under the *General Product Safety Regulations 1994* and any amendment or re-enactment thereof.

4. Services

Where the order relates to services, then: -

(i) Extent of services

a) The supplier shall provide the services detailed on the order form with the utmost professionalism and care and skill and shall act in accordance with the directions given by VB/VE at all times.

b) The supplier shall discuss the progress of the services with VB/VE on a regular basis and shall advise VB/VE immediately of any problems or difficulties

encountered by the supplier in performing its services.

(ii) Term

Subject to clause 9 below, the term of this order shall be for the period stated on the order form.

(iii) Copyright and Moral Rights

a) The supplier, as beneficial owner hereby assigns (and undertakes to procure the assignment) to VB/VE absolutely all its existing and future copyright and all other rights of whatsoever nature in all the work, created by the supplier in connection with this order.

b) The supplier hereby waives all its moral rights in all the work created under this order.

(iv) Insurance and Unique Tax reference number. Unless otherwise advised by VB/VE, the Supplier shall be responsible for all policies of insurance concerning the provision of the services and to provide VB/VE with the supplier's schedule D reference number, if appropriate. The supplier acknowledges that VB/VE shall not be responsible for the deduction of any income tax or National Insurance contribution, which shall, if appropriate, be the responsibility of the supplier

5. Price and payment

(i) Unless otherwise agreed in writing, the price payable shall be the price specified on the order and unless otherwise indicated, prices shall be inclusive of UK Customs and Excise duties and other import duties or taxes but are otherwise exclusive of value added or other relevant sales tax.

(ii) The supplier shall forward their invoice for payment to the Finance Department after the goods have been delivered. For services, unless otherwise advised, invoices should be forwarded at the end of the month during the term that the services are being performed or provided under the order, VB/VE will endeavour to

make payment within 31 days of receiving an invoice from the supplier.

(iii) Where provision is made for the payment of the supplier's expenses in respect to the provision of services on this order, the supplier shall forward to the Finance Department at VB/VE a VAT invoice for such expenses not exceeding the limit (if any) on the order form at the end of each month in which the expenses are incurred during the term that the services are being performed under the order together with all proof of expenditure as VB/VE requires at no cost to VB/VE.

6. Ownership of material

All material prepared and created by the supplier for VB/VE in connection with this order shall be VB/VE property.

7. Confidentiality

All material prepared and created by the supplier for VB/VE in connection with this order shall be VB/VE property.

8. Bribery

The supplier shall not

(i) offer, promise or give a financial or other advantage to a VB/VE officer, employee, contractor, agent or any third party in order to induce or reward improper performance by that person in connection with the order; or

(ii) request, agree to receive or accept a financial or other advantage from a VB/VE officer, employee, contractor, agent or any third party intending improper performance by the supplier or another person in connection with the order. 'Improper performance' shall have the meaning set out in the *Bribery Act 2010*.

9. Modern Slavery Act 2015

(i) The supplier warrants that it shall, and that it shall procure that any of its permitted subcontractors shall, comply with the *Modern Slavery Act 2015* in connection with this order.

(ii) The supplier shall notify VB/VE as soon as it becomes aware of any actual or suspected slavery or human trafficking in a supply chain, which relates to this order.

10. Liability

The supplier agrees to indemnify and keep indemnified VB/VE from and against any losses, costs (including any costs of enforcement), expenses, liabilities, claims or damage incurred or suffered by VB/VE by reason of, or arising out of, any act or omission of the supplier, its employees, agents or subcontractors in the performance of any of the obligations expressed or assumed in the order.

11. Termination

(i) VB/VE may terminate this order forthwith in the event of any of the following events:

a) if the supplier is in material breach of the terms of the order whereupon VB/VE shall be entitled to return to the supplier at the supplier's expense any of the goods delivered at the date of termination and recover from the supplier any monies paid by VB/VE for the goods and recover from the supplier any additional expenditure incurred by VB/VE in replacing the goods in respect of which the order was terminated: or

b) if the supplier makes or offers to make any arrangement or composition with its creditors or commits an act of bankruptcy or if any petition of bankruptcy is presented against the supplier or if in the case of the supply of services the supplier dies or is unable to properly perform the services due to illness or incapacity or if the supplier is a company, any resolution to wind up the supplier is passed or if a

receiver is appointed or if a third party seizes or threatens to seize the goods before title has passed under Clause 3(iii) above.

(ii) Upon expiry or termination of the order howsoever caused:

a) the supplier shall return immediately to VB/VE any material which is VB/VE property under Clause 6 above: and

b) all copyright in any material as referred to under Clause 4(iii) above shall immediately pass to VB/VE and the supplier shall execute any documents as VB/VE requires in order to give effect to this.

12. Assignment and sub-contracting

The supplier shall not assign, transfer or sub-contract the order or any part thereof to any third party without VB/VE's prior written consent.

13. Force majeure

If the supplier fails to perform any part of the order by reason of any circumstances outside its reasonable control, then VB/VE may at its discretion remove, suspend, or cancel the delivery of the goods and/or services without any liability to the supplier for payment.

14. No waiver

VB/VE's failure to insist upon strict performance of any of the terms and conditions of the order shall not be deemed to be a waiver of its rights or remedies or a waiver by it of any subsequent default by the supplier in the performance or compliance with any part of the order.

15. Relationship between the parties

The parties acknowledge that where the order is for the supply of services the supplier is not an employee, partner, or agent of VB/VE.

16. Notices

All notices given in connection with this order shall be addressed to the Finance Department at VB/VE at the address on the order form and in the case of the supplier to the address on the order form and all notices shall be sent by personal delivery or registered mail.

17. Jurisdiction

English Law and the supplier shall govern the construction, validity and performance of the order hereby submits to the jurisdiction of the English Courts.