

# Terms and Conditions

The following constitute the Companies standard terms and conditions of purchase and apply to all purchases and purchase orders placed by Essex Energy Efficiency Advice Centre Ltd and associated companies. Unless otherwise agreed in writing these conditions shall override any conditions or terms stipulated or referred to by the Supplier in his order or through negotiations with Essex Energy Efficiency Advice Centre Ltd; Climate Energy Ltd; Centre Local Initiatives, Marketing, and the Environment Ltd (the Company). The submission of a set of alternative conditions sales contract or other conditions will not override these conditions. An authorised officer of the Company must agree any written amendments in writing.

## 1. Offer & Acceptance

1.1 Subject to clause 1.2 below, the contract issued by the Company shall comprise of these generic Terms and Conditions, specific Terms & Conditions, product and/or service specification and other instructions detailed within an official Purchase Order from the Company. Any other Terms & Conditions, specifications or instructions must otherwise be expressly agreed in writing in supplementary contractual documentation signed by duly authorised representatives of the Company. Such specific terms, conditions and specifications may expressly exclude, vary or supplement any of these Terms and Conditions. In the event of any conflict between such specific or supplementary terms, conditions and specifications, the generic Terms and Conditions shall prevail.

1.2 These Terms and Conditions shall prevail over any vendor's terms and conditions and the Company shall not be bound by any standard terms provided by the vendor. However should the vendor require any additional terms, conditions or supplementary information added to the contract of supply, then the vendor must specifically state in writing those separate terms. The Company will expressly acknowledge in writing any additional Terms & Conditions that apply.

1.3 Any quotations or estimates submitted by a vendor to the Company verbally or in writing shall constitute an offer. The Company may accept that offer by issuing a Purchase Order.

## 2. Property & Risk

2.1 Property in the goods shall pass to the Company no later than the time of actual delivery, without prejudice to the Company or contractual rights.

## 3. Quality & Description

3.1 All services supplied to the Company shall;

- Conform to the highest standard of quality and description as detailed within the particulars of the contract;
- Where covered by a British or European equivalent standard specification, comply with the appropriate specification, unless otherwise agreed in writing by the Company;
- In respect of services, be supplied with all reasonable care and skill to achieve the highest standard of performance and professionalism when measured against the standards generally expected within the relevant industry or professional service sector.

## 4. Rejection or Non Conformance

Should the service, delivered by the vendor, not conform with the standards set within the contract, whether by reason of quality, description or by reason of being unfit for purpose. The Company has the right to reject such services and has the right to purchase those services outside of contract. In most circumstances the contracted vendor shall be required to re-perform part or full delivery of the requirement.

## 5. Statutory Obligations

The vendor shall comply with all relevant UK and EU legislation, rules, regulations, by laws, codes of practice and directives that may relate to the content and performance of this contract.

## 6. Price

6.1 Contracted and agreed prices for the supply of services will be inclusive of cost for all vendor activities such as resource, management, process and system cost. Any vendor cost associated with above should form part of the good or service unit cost and will be supplied under the terms of this contract.

6.2 Prices quoted should be net of value added tax.

## 7. Payment

7.1 All payments from the Company shall strictly be made on the submission of an authenticated vendor invoice, specifying the agreed or contracted purchasing reference number (Official Purchase Order Number) and details. The Company reserves the right to not pay a vendor invoices that are submitted without the appropriate purchasing reference number.

7.2 The Company shall pay vendor invoices so long as they comply with the terms and conditions of contract.

7.3 Payments will be made within 30 days from the receipt of an authenticated vendor invoice, subject to clause 7.1 & 7.2 being complied with.

7.4 All payments should be made in Sterling pounds.

7.5 Vendors shall only submit an authenticated invoice for goods and services that have been delivered to and receipted by the Company in accordance with the contract.

## 8. Insurance

In order to reduce risk or prevent loss of earning to the Company, the vendor shall maintain a valid level of insurance policy to cover obligations detailed within the contract. The insurance policy shall cover the duration of the contract.

- Public liability insurance to the insured value of £1,000,000.00 (one million pounds sterling). To cover one or many incidents throughout the duration of the contract.
- Product liability insurance to the insured value of £1,000,000.00 (one million pounds sterling). To cover one or many incidents throughout the duration of the contract.
- Employers liability insurance to the insured value of £1,000,000.00 (one million pounds sterling). To cover one or many incidents throughout the duration of the contract.
- Professional indemnity insurance to the insured value of £1,000,000.00 (one million pounds sterling). To cover one or many incidents throughout the duration of the contract.
- Motor vehicle insurance to the insured value of £1,500,000.00 (one and a half million pounds sterling). To cover one or many incidents throughout the duration of the contract.
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The insurance policies shall extend to cover all sub-contractors and agents of the vendor and shall contain an Indemnity to principle clause. Vendors shall present copies of such insurance certificates on request.

## 9. Sub Contracting & Assignment of Third parties

9.1 The vendor shall not sub contract or assign to a third party any part of the contract without the written consent of the Company.

9.2 The provisions of Contracts (Rights of Third Parties) Act 1999 shall not apply in respect of this contract and are hereby expressly excluded.

## 10. Confidentially and Publicity

10.1 The vendor shall not use the good name of the Company for promotional, publicity or advertisement purposes. Should it become a requirement of the contract, for the vendor to use the good name of the Company, then written consent must be obtained from the Company.

10.2 Throughout the duration and in specific relation to the contract and thereafter the termination of the contract, the vendor shall undertake to keep and maintain all Confidential Information received from the Company in the strictest confidence, and shall not disclose such information to any third party without the prior written consent of the Company. The vendor is permitted to disclose confidential information, data and materials to those employees employed by the vendor to carry out the performance of the contract. In addition, the vendor may disclose confidential information, data and materials to its immediate parent company. The vendor shall not be responsible for information, data or material which is reasonably considered being within the public domain.

10.3 The vendor shall undertake to develop internal documented procedures to ensure the security of any confidential data that relates to the Company.

10.4 The vendor shall return any or all information, data or material of a confidential nature to the Company within 48 hours of request.

## 11. Termination

The Company shall be entitled to terminate the contract forthwith by submitting written notice upon one or more of the following circumstances:

11.1 If the vendor has committed a breach of contract (other than a breach of paragraph(s) within the contract where Terms and Conditions apply or where the contract states time to be of the essence) and in the case of a breach that is capable of remedy, fails to remedy the breach within 10 working days from the date of written notice, which shall include full details of the breach;

11.2 If the supply of the vendor or the vendor's assets become subject to insolvency, receivership or falls into administration;

11.3 If the vendor has made voluntary arrangements with its creditors or has become subject to administration by the courts;

11.4 If a liquidator has been appointed to liquidate the financial affairs of the vendor, with except to bona fide amalgamation or reconstruction of the business.

11.5 If the vendor ceases to trade with or without notice.

If for whatever circumstance the Company terminates the contract with a vendor, the Company is entitled to cancel any outstanding or unfulfilled purchase orders and commitments. Furthermore, the Company has the right under the provisions of the contract to enter the vendor property of business and remove any contents that may be considered as the Company's property.

## 12. Force Majeure

Neither party shall be liable in damages or have the right to terminate this agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control including, but not limited to Acts of God / natural disasters (earthquakes, hurricanes & floods), Government Restrictions (including the denial or cancellation of any export or other necessary license), wars, riots and performance failures of parties outside the control of the contracting party.

## 13. Notices

All demands or notices shall be deemed as properly served, only if delivered by the following means:

13.1 if delivered by hand or in person and delivered to the vendor's correct address of business.

13.2 if sent by fax to the vendors recognised business fax number.

13.3 if sent by first class or registered post to the vendors correct address of business.

13.4 the notice however delivered or communicated will be considered served, three working days from the date sent by first class post within the UK and 10 working days from the date sent by post outside of the UK.

## **14. Applicable Law**

The contract shall be construed and shall operate in all respects in conformity with English Law and is subject to the exclusive jurisdiction of the English Courts.