



1. These Conditions apply to the contract for sale of Goods or supply of Services (“the Contract”) entered into between you (“the Buyer”) and The Chancellor, Masters and Scholars of the University of Oxford (“the University”), to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order, specification or other document).

**Supply of Goods and Services**

2. The Goods or Services to be supplied under the Contract are as specified in the University’s written acknowledgement of the Buyer’s order (“the Acknowledgement of Order”).
3. Unless otherwise agreed in writing by the University, delivery of the Goods or any results, materials, works or information supplied in performance of the Services under the Contract will take place at the address specified on the Acknowledgement of Order.
4. The Buyer will take delivery of the Goods or accept the Services on the date for delivery or completion specified in the Acknowledgement of Order. Any date specified by the University for delivery of the Goods or timetable for completion of Services is an estimate, and time for delivery or completion is not of the essence of this contract. If no date for delivery of the Goods or completion of the Services is specified by the University, delivery or completion will be within a reasonable time.
5. If the Buyer does not accept delivery of the Goods when they are ready for delivery, or the University is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations: (i) risk in the Goods will pass to the Buyer (including for loss or damage caused by the University’s negligence); (ii) the Goods will be deemed to have been delivered; (iii) the University may store the Goods until delivery. The Buyer will be liable for all costs and expenses incurred by the University (including, without limitation, storage and insurance).
6. The Goods are at the risk of the Buyer from the time of delivery. Ownership of the Goods will not pass to the Buyer until the University has received in full (in cash or cleared funds) all sums due to it in respect of the Goods.

**Price and Payment**

7. The price for the Goods or Services will be the price set out on the Acknowledgement of Order. In addition to the price the Buyer will pay all value added tax, and all costs or charges in relation to loading, unloading, carriage and insurance.
8. Payment is due within thirty (30) days after the date of the University’s invoice. Time for payment is of the essence. No payment will be deemed to have been received until the University has received cleared funds.
9. The Buyer will make all payments due under the contract without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Buyer has a valid Court order requiring an amount equal to such deduction to be paid by the University to the Buyer.
10. If the Buyer fails to pay the University any sum due under the Contract the University shall have the right (but not the obligation) to suspend any other deliveries or services due from the University to the Buyer and/or to refuse to accept any further orders from the Buyer.
11. The University will exercise the statutory right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998 if the Buyer fails to pay for the Goods or Services in accordance with these Conditions.

**Limitation of Liability**

12. The University warrants that (subject to the other provisions of these Conditions) upon delivery the Goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1979. The University will not be liable for a breach of this Condition unless: (i) the Buyer gives written notice of the defect to the University, and (if the defect is as a result of damage in transit of Goods) to the carrier, within fourteen (14) days after the time when the Buyer discovers or ought to have discovered the defect; and (ii) the University is given a reasonable opportunity after receiving the notice to examine the Goods, and the Buyer (if asked to do so by the University) returns the Goods to the University’s address as set out on the Acknowledgement of Order at the Buyer’s cost, for the examination to take place there.
13. The University will not be liable for a breach of Condition 12 if: (i) the Buyer makes any further use of the Goods after giving notice; or (ii) the defect arises because the Buyer failed to follow the University’s instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice; or (iii) the Buyer alters or repairs the Goods without the consent of the University.
14. The University will make every effort to supply Services with reasonable care and skill.
15. Nothing in these Conditions excludes or limits the liability of the University for death or personal injury caused by the University’s negligence, or for fraudulent misrepresentation.

**16. Subject to clause 15, the liability of the University (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of any breach of these Conditions or any representation, statement or tortious act or omission, including negligence or breach of a statutory duty arising under or in connection with the Contract:**

**16.1 will not exceed in aggregate the total price paid by the Buyer for the Goods or Services delivered under the Contract; and**

**16.2 will not extend to loss of profit, revenue or savings, loss of data, loss of business or depletion of goodwill whether direct or indirect nor for any indirect loss or damage even if the Buyer has advised the University of those losses, or if they were within the University's contemplation.**

17. All warranties, conditions and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.

18. The Buyer acknowledges that it has not entered into the Contract in reliance on any warranty, undertaking, statement or representation made by the University except those expressly set out in these Conditions.

#### **Termination**

19. Either party may terminate this Contract immediately on giving written notice to the other if the other commits any material or persistent breach of this Contract and (in the case of a breach which is capable of being remedied) has failed to remedy that breach, within 30 days after receiving written notice requiring it to remedy the breach.

20. The University may terminate the Contract if the Buyer has a receiver or administrative receiver appointed over it or over any part of its undertaking or assets, or the Buyer passes a resolution for winding-up (except for the purpose of a bona fide scheme of solvent amalgamation or reconstruction), or if a court of competent jurisdiction makes an order to that effect, or if the Buyer becomes subject to an administration order or enters into any voluntary arrangement with its creditors, or if any similar process to any of the above is begun in any jurisdiction in relation to the Buyer, or if the Buyer ceases or threatens to cease to carry on business.

21. Any termination of this Contract or the completion of the Services will be without prejudice to any other rights or remedies of either party under this Contract, or at law or in equity, and it will not affect any accrued rights or liabilities of either party at the date of termination or completion. Nor will it affect the coming into force, or the continuation in force, of any provision which is, expressly or by implication, intended to come into, or to continue in, force on or after termination or completion.

#### **Notices**

22. All notices given under this Contract must be in writing and sent to the address of the recipient set out in the Acknowledgement of Order or to any other address which the intended recipient may designate from time to time by notice given in accordance with this clause. Any such notice may be delivered personally, or sent by first class post, or by fax, and will be deemed to have been served, respectively, on delivery, 48 hours after posting or on transmission provided the sender's fax machine produces automatic written confirmation of error free transmission to the intended recipient's fax number.

#### **General**

23. The University reserves the right to defer the date of delivery, suspend the provision of Services or to cancel the Contract in the case of any strike, lockout, disorder, fire, explosion, accident or stoppage affecting the University's business or work which is beyond its reasonable control and which prevents or hinders the delivery of the Goods or performance of the Services.

24. The Acknowledgement of Order and these Conditions together constitute the entire agreement between the parties relating to the subject matter of the Contract. Any variation must be in writing and signed by authorised signatories for both parties.

25. Each provision of these Conditions is to be construed separately and, even though the whole or any part of any provision may prove to be illegal or unenforceable, the other provisions of these Conditions, and the remainder of the provision in question, will continue in full force and effect.

26. The Buyer may not assign or otherwise transfer the Contract in whole or part without the University's consent.

27. The Parties do not intend that by virtue of the Contracts (Rights of Third Parties) Act 1999 any of the terms of the contract should be enforceable by a person who is not a party to it.

28. Each right or remedy of the University under the contract is without prejudice to any other right or remedy of the University whether under the Contract or not.

29. Failure or delay by the University in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract. Any waiver by the University of any breach of, or any default under, any provision of the Contract by the Buyer will not be a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

30. The Contract is governed by English Law. The English Courts will have exclusive jurisdiction to deal with any dispute which may arise out of or in connection with the Contract.

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