



TERMS AND CONDITIONS OF SALE

1. Introduction

- 1.1 These Terms and Conditions of Sale apply to purchasing goods and/or services from the College.
- 1.2 The College reserves the right to change these Terms and Conditions of Sale and any Additional Terms and Conditions of Sale from time to time without notice.
- 1.3 The College will supply and the Buyer will buy the goods and/or services in accordance with the College's Quotation or the Buyer's order as accepted by the College, which is subject to these conditions.
- 1.4 The College has the right to withhold entry to any parts of site at its absolute discretion. Reasons for withholding access to any part of the site might include but will not be limited to occasions where in the opinion of the College, student, food or animal safety might be comprised or when a visitor has refused to agree in writing to abide by any applicable site rules.
- 1.5 Due to the varied nature of the goods and/or services provided by the College, certain agreements for the supply of goods and/or services may be subject to Additional Terms and Conditions of Sale, including but not limited to the College's requirements to maintain food and animal hygiene standards, payment terms or other requirements. These Additional Terms and Conditions of Sale are annexed to these Terms and Conditions of Sale. For the avoidance of doubt, these Additional Terms and Conditions of Sale are considered to be an integral part of the College's Terms and Conditions of Sale and to have the same force as any other provision of the College's Terms and Conditions of Sale. The Buyer must obtain written or electronic confirmation from the College that any Additional Terms or Conditions appended do not apply to any particular quotation or order.
- 1.6 The Terms and Conditions of Sale and Additional Terms and Conditions of Sale published on the College's website at the time that the College agrees to make a specific supply of Goods and/or Services shall be the Terms and Conditions of Sale that shall apply to that specific supply by the College.

2. Definitions

- 2.1 'The Buyer' means any person, firm or corporation.
- 2.2 'The College' means Reaseheath College, Reaseheath, Nantwich, Cheshire, CW5 6DF.
- 2.3 'Confidential Information' means information provided directly or indirectly by the Buyer or the College to the other in connection with the supply of goods and/or services covered by these Terms and Conditions of Sale. Such information may be provided in a number of ways, including without limitation, in oral or documentary form.

- 2.4 'Intellectual Property' means all copyright, patents and all rights in relation to inventions, trademarks and designs.
- 2.5 'Party or parties' means either or both of the Buyer or the College.
- 2.6 'Additional Terms and Conditions of Sale' means the Additional Terms and Conditions of Sale appended to these Terms and Conditions of Sale as appropriate.

3. Delivery and Payment for Goods and/or Services

- 3.1 Any date specified by the College for delivery/collection of the goods and/or services is an estimate; the College will use its best endeavours to ensure that delivery is made on the estimated day of delivery.
- 3.2 If for any reason the Buyer does not accept delivery of the goods and/or services when they are ready for delivery, or the College is unable to deliver the goods and/or services because the Buyer has not provided appropriate instructions or the Buyer has not collected the goods and/or services from the collection point,
- (i) risk in the goods will pass to the Buyer
 - (ii) the goods and/or services will be deemed to have been delivered; and
 - (iii) the College may store the goods and/or services until delivery/collection, whereupon the Buyer will be liable for all related costs and expenses (including, without limitation, storage and insurance).
- 3.3 The goods and/or services are at the risk of the Buyer from the actual or deemed time of delivery/collection as per clause 3.2. Ownership of the goods will not pass to the Buyer until the College has received cleared payment in full in respect of the goods and/or services.
- 3.4 The College reserves the right at its absolute discretion to require either a deposit or payment in full before commencing delivery or production of the goods and/or services. Final invoices will be issued for payment after delivery of the goods or on completion of the services. The Buyer will make all payments due, within 30 days of the invoice date, under these Terms and Conditions of Sale, without any deduction.
- 3.5 All payments must be made in Pounds Sterling. Any currency conversion costs or other charges incurred in making the payment or in processing a refund shall be borne by the Buyer making payment, and shall not be deductible from the payment due to the College.

4. Liability

- 4.1 Nothing in these Terms and Conditions of Sale shall render the College liable to indemnify the Buyer in respect of any liability of any kind incurred by the Buyer or by the Buyer to any other person but this shall not be deemed to exclude any liability that may arise by virtue of a breach by the College of these Terms and Conditions of Sale or any negligence on the part of the College its employees or agents, provided always that any such indemnity shall not extend to claims for indirect or consequential loss or damages such as, but not limited to, loss of profit, revenue, contracts and the like. Except in cases of death or personal injury caused by negligence, the College's liability in connection with this agreement shall not exceed the price agreed for the goods and/or services, as set out in the annex to these conditions.

- 4.2 The Buyer will indemnify the College against all damages, costs, claims and expenses suffered by the College, including, but not limited to, those arising from loss or damages to equipment or property (including equipment or property of third parties) caused by the Buyer, its agent or its employees.

5. Confidentiality

- 5.1 Each of the College and the Buyer will keep any Confidential Information disclosed to it by the other party secure and strictly secret. Neither party may use the Confidential Information other than for the purpose of the agreed supply of goods and/or services, even after the expiry and/or termination of the supply of the goods and/or services.
- 5.2 Each party agrees not to copy the other's Confidential Information, except as is necessary to for the purpose of the agreement.
- 5.3 Each party shall restrict access to the other's Confidential Information to the minimum number of officers, employees, agents or contractors necessary to perform the services.
- 5.4 Each party shall be responsible for ensuring that its officers, employees, agents or contractors comply with the obligations imposed by this clause.
- 5.5 The obligation imposed by this clause does not apply to:
- (i) Confidential Information known to the receiving party before disclosure by the other party;
 - (ii) Confidential Information which becomes public knowledge without fault on the part of the receiving party;
 - (iii) Disclosures made to the extent required by an applicable legal or regulatory obligation;
 - (iv) Confidential Information that is developed by or on behalf of that party by any person(s) who have not had any direct or indirect access to, or use or knowledge of, the Confidential Information imparted by the other party;
 - (v) Confidential Information which is approved for release, in writing, by an authorised representative of the disclosing party.
- 5.6 Each party shall return all documents and other records of the other party's Confidential Information or any of it in any form and whether or not such document or other record was itself provided by the other party if requested to do so in writing by the other party.

6. Intellectual Property

- 6.1 All Intellectual Property already in existence up until the start date of the supply of goods and/or services will remain the exclusive property of the party which contributed or developed it.
- 6.2 All Intellectual Property developed during the course of the performance of the supply of goods and/or services will vest in and be owned by the College, unless otherwise agreed between the College and the Buyer.
- 6.3 All content including pictures, designs, logos, photographs, text, written and other materials on the College website and on the goods purchased by the Buyer are owned, controlled or licensed to the College. They are protected by copyright, trademarks and other intellectual property rights. Unauthorised use of this content is prohibited.

7. Communication

- 7.1 If the Buyer visits the College website or sends e-mails to the College, the Buyer is communicating with the College electronically. The College shall communicate with the Buyer by e-mail or by posting notices on the website. For contractual purposes, the Buyer consents to receive communications from the College electronically and agrees that all agreements, notices, disclosures and other communications that the College provides to the Buyer electronically satisfy any legal requirement that such communications be in writing. This condition does not affect the Buyer's statutory rights.

8. Cancellation and Refunds

- 8.1 If the Buyer cancels the goods or services, the Buyer agrees to pay a cancellation fee as follows:
- (i) If cancellation notification is given after the College has accepted an order for the supply of Goods and/or services 50% of the agreed fee will be charged.
 - (ii) If cancellation notification is given within 14 days of delivery or service start date, or the customer fails to attend or collect the goods and/or services supplied, then 100% of the fee will be charged.

If the Buyer wishes to cancel an order for the supply of goods and/or services the Buyer must inform the College in writing (by letter or e-mail). If the Buyer is cancelling goods, then these must be returned immediately to the College.

- 8.2 In the event that any payment is to be refunded (either fully or in part) the College will endeavour to make the refund to the Credit Card or bank account from which the refundable payment was made.

9. Force Majeure

- 9.1 The College reserves the right to defer the date of delivery/collection or to cancel any agreement in the case of any exceptional weather, natural disaster, strike, lockout, disorder, fire, explosion, accident, stoppage or Act of God affecting the College's business or work which is beyond its reasonable control and which prevents or hinders the delivery of the goods and/or services.

10. Data Protection

- 10.1 The College shall abide by the principles of the Data Protection Act 2018 as amended by subsequent legislation and ensure that the data is kept confidential and is not used or disclosed other than as provided for under these Terms and Conditions of Sale or as required by law.
- 10.2 In accordance with the Data Protection Act 2018 as amended by subsequent legislation, the College will hold and process the information provided by the Buyer in order to deliver the goods and services requested.

11. Freedom of Information

- 11.1 The Buyer acknowledges that the College is subject to the requirements of the Freedom of Information Act 2000 (the FOIA) (as amended from time to time) and the Buyer agrees it shall co-

operate and provide all necessary assistance as may be reasonably requested by the College to comply with its obligations under the FOIA.

12. Third Parties

- 12.1 The Contracts (Right of Third Parties) Act 1999 is excluded from applying to these Terms and Conditions of Sale and nothing in these Terms and Conditions of Sale confers or purports to confer on any third party any benefit or any right to enforce any term or condition.

13. Waiver

- 13.1 The failure of either party to seek redress for any breach or to insist on the strict performance by the other party of any term condition or provision of these Terms and Conditions of Sale or the failure or delay by either in respect of the exercise of any right, power, privilege or remedy provided under these Terms and Conditions of Sale shall not operate as a waiver thereof or as a waiver of any preceding or succeeding breach by the other party. Any single or partial exercise of any such right, power, privilege or remedy shall not preclude any other or further exercise of such right, power, privilege or remedy.
- 13.2 No waiver of any of the terms, conditions or provisions of these Terms and Conditions of Sale between the Buyer and the College shall be effective unless that waiver is in writing.

14. Severability

- 14.1 If any provisions of these Terms and Conditions of Sale are deemed to be prohibited or otherwise adjudged by a court unlawful, void or for any reason unenforceable such a provision shall to the extent required in compliance with judicial order, be severed from these Terms and Conditions of Sale and rendered ineffective as far as possible without modifying the remaining provisions of these Terms and Conditions of Sale and shall not in any way affect the validity or enforceability of the remaining provisions of these Terms and Conditions of Sale.

15. Cancellation of Previous Agreements

- 15.1 These Terms and Conditions of Sale are substitution for all previous agreements, correspondence or understandings of any nature whatsoever relating to the subject matter of these Terms and Conditions of Sale between the Buyer and the College which shall be deemed to have been terminated by mutual consent as from the date on which these Terms and Conditions of Sale take effect.

16. Law and Jurisdiction

- 16.1 These Terms and Conditions of Sale will be 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 these Terms and Conditions of Sale.

Version	February 2020
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Approved	Executive 11.02.20
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