

1. The Order represents an offer by HCPC to purchase the Deliverables subject to these Conditions, which govern both the Order and all business dealings between HCPC and the Supplier relating to the Order. These Conditions apply to the Contract to the exclusion of any other terms that you seek to impose or incorporate, or which are implied by custom, practice, or course of dealing. The Order shall be deemed to be accepted on commencement by you of work under the Order or, if earlier, any acceptance of the Order communicated by you to HCPC (whether in writing, orally or otherwise).

2 All correspondence relating to the Order except invoices covered by 3 below must be addressed to HCPC at the address set out in the Order. The HCPC Order Number must be quoted on all communications in connection with the Order. Failure to do so may result in delayed processing, acceptance and payment.

3 All invoices must:

- 3.1 bear the Order number plus any additional number allocated;
- 3.2 quote your VAT registration number; and
- 3.3 be sent electronically to HCPC Finance, finance@hcpc-uk.org

## GENERAL CONDITIONS OF PURCHASE

### 4 DEFINITIONS

In this Contract:

- 4.1 **"HCPC"** shall mean Health and Care Professions Council of Park House, 184 Kennington Park Road, London SE11 4BU.
- 4.2 **'Conditions'** means these terms and conditions for the purchase of the Deliverables;
- 4.3 **'Confidential Information'** means any information provided directly or indirectly to you by HCPC which has been designated as confidential by HCPC in writing or is confidential in nature (however it is conveyed or on whatever media it is stored) including the Order and its subject matter, information which relates to the business, affairs, properties, assets, trading practices, services, developments, trade secrets, IPR, know-how, personnel, customers and suppliers of HCPC and all personal data and sensitive data within the meaning of Regulation (EU) 2016/679 (the General Data Protection Regulation).
- 4.4 **'Contract'** shall mean the contract concluded by your deemed acceptance of the Order, whose terms shall comprise these Conditions;
- 4.5 **'Deliverables'** shall mean any services or goods or materials specified in the Order;
- 4.6 **'Force Majeure'** shall mean any event or occurrence which is outside the reasonable control of either party including (but not limited to) governmental regulations, fire, flood or any disaster.
- 4.7 **'Order'** shall mean the purchase order;
- 4.8 **'IPR'** means all present and future patents, inventions, trade marks, service marks, logos, design rights (whether registrable or otherwise), copyright, database rights, domain names, trade or business names, moral rights and other similar rights or obligations whether registrable or not in any country (including but not limited to the United Kingdom) the right to sue for passing off, and applications and rights to apply for any of the foregoing.
- 4.9 **'Background IPR'** any IPR in the Deliverables that is not created in the course of you performing your obligations under the Contract.
- 4.10 **'Foreground IPR'** any IPR created in the course of supplying the Deliverables.
- 4.11 **'you'** or **'your'** shall mean the person or body appearing against the word **'Supplier'** on the front of the Order.

The headings used in these Conditions are for convenience and reference only and shall not affect their interpretation.

### 5. DELIVERY, TITLE AND RISK

- 5.1 You must deliver the Deliverables, together, in the case of goods or materials, with a detailed delivery note quoting an Order number, by the date specified in the Order or, if none, by any reasonable time specified by HCPC. Time shall be of the essence with regard to dates specified by HCPC for the supply of Deliverables.
- 5.2 Title in the Deliverables shall vest in HCPC upon delivery.
- 5.3 Risk in Deliverables shall remain with you until the Deliverables are delivered to HCPC and signed for as accepted by an authorised signatory of HCPC.
- 5.4 Notwithstanding any deemed acceptance of Deliverables and without prejudice to its statutory or common law rights, if the Deliverables do not conform to sample or are defective in workmanship or otherwise not

satisfactory, not fit for the purpose or not in accordance with the Order or any drawings or specifications supplied by HCPC, HCPC shall be entitled before or after Delivery by notice to reject any Deliverables and either (a) terminate the Contract or (b) require you to arrange prompt correction, completion or replacement of any Deliverables to HCPC's satisfaction at your own expense (including transportation charges).

5.5 If HCPC elects to terminate the Contract under clause 5.4, you shall refund on demand any sums already paid to you by HCPC under the Contract.

5.6 Where HCPC rejects the Deliverables (whether under clause 5.4 or otherwise) HCPC shall hold such Deliverables at your sole risk and expense and may dispose of them upon 10 days' notice to you.

5.7 If at any time deliveries under this Contract are suspended due to the happening of a Force Majeure event, then, without prejudice to its rights of termination or cancellation under clauses 16 and 17, HCPC may at its discretion postpone delivery of the Deliverables for the period of suspension or such longer period as HCPC may require, in which event HCPC's payment obligations shall be postponed for the equivalent length of time.

### 6 SPECIFICATION

6.1 HCPC is relying on your skill and judgment to, as appropriate depending on the nature of the Deliverables, select and/or provide it with suitable materials or perform services satisfactorily and in either event in accordance with the Order.

6.2 You shall comply with all applicable regulations or legal requirements (as appropriate depending on the nature of the Deliverables) concerning the production, packaging and delivery of any goods or materials and/or the performance of any services.

6.3 You shall at all times comply with all reasonable instructions and directions of HCPC given in connection with the Order.

6.4 You warrant that the Deliverables shall be produced or provided by appropriately qualified and trained personnel, who shall act with due competence, care and diligence and that any services that are part of the Deliverables shall be provided to such high standard of quality as it is reasonable of HCPC to expect in the circumstances.

6.5 You warrant that the Deliverables shall be of satisfactory quality and fit for the purposes for which they are required by HCPC and all Deliverables shall comply in every respect with all specifications, designs or requirements provided or notified by HCPC to you.

### 7 RIGHTS IN DELIVERABLES

7.1 You warrant that the Deliverables, and HCPC's use of them, shall not infringe any third party's IPR or be in any other way contrary to law or any relevant regulatory code.

7.2 Except for Background IPR, HCPC shall be the owner of any and all IPR in the Deliverables and you hereby assign with full title guarantee free of all third party rights, by way of future assignment, all IPR in the Deliverables upon delivery or payment of the price of the Deliverables, whichever first occurs, and, unless otherwise specified overleaf, you agree to deliver the same to HCPC and do all such things required by HCPC to effect the assignment when so requested at no further charge.

7.3 You hereby grant to HCPC, or in the case of Background IPR that you do not own shall procure for HCPC, an irrevocable, perpetual, royalty-free, worldwide, sub-licensable licence to use the Background IPR for any purpose.

### 8 PACKAGING

8.1 All Deliverables must be packed securely so as to be delivered to HCPC in perfect condition and in the event that the Deliverables are not delivered in such condition it shall be deemed that they were not packed in accordance with this provision.

8.2 Packaging material shall be supplied free of charge and shall not be returnable unless HCPC has so agreed in writing prior to the time of delivery provided this does not conflict with any of HCPC's duties under applicable UK waste regulations.

8.3 Packaging shall be in accordance with any requirements specified from time to time by HCPC and all Deliverables supplied shall carry such information as is specified by HCPC. Packages containing deliverables supplied against drawings, part numbers or catalogues must be marked with the appropriate reference.

### 9 SAFE CUSTODY

9.1 You shall take good care of all Deliverables and any items entrusted to you by HCPC, identify all such items as HCPC's and return them to HCPC on demand.

## 10 PRICES AND PAYMENT

10.1 All prices specified in the Order by HCPC are and shall remain fixed and, unless provision for variation of prices is expressly stated on the front sheet of the Order form, no variation is permitted. Unless agreed otherwise and stated on the front of the Order all expenses and disbursements are included within the price stated.

10.2 The benefit of all commissions, discounts, volume and other rebates must be passed on to HCPC

10.3 Unless otherwise stated on the front of the Order, you may not issue any invoice under the Contract until all Deliverables have been delivered to HCPC under this Contract.

10.4 Undisputed invoices shall normally be paid within 30 days of the date of the invoice unless otherwise agreed in writing.

## 11 INDEMNITY

11.1 You undertake to indemnify and hold harmless HCPC, its clients and their respective assigns and licensees, from and against all and any costs (including without limitation legal costs), claims, expenses, actions, proceedings or damages incurred or suffered by them or any of their employees, agents or contractors as a result of any breach or alleged breach of your obligations, warranties, agreements and undertakings in this Contract.

## 12 CONFIDENTIALITY

12.1 You shall not without HCPC's express prior written consent:

12.1.1 disclose to any third party any of HCPC's Confidential Information;

12.1.2 use the name, logo, trademarks or other identity of HCPC (or any client of HCPC for whom the Deliverables are to be supplied) for any advertising or publicity purposes or otherwise; or

12.1.3 copy, publicise or make available to any third party any information supplied by HCPC for the purposes of the Order.

## 13 Error! Bookmark not defined. RIGHT TO PUBLISH

13.1 You acknowledge that HCPC is subject to the requirements of the Code of Practice on Government Information, Freedom of Information Act 2000 ("FOIA") and the Environmental Information Regulations 2004 ("EIR") and shall assist and co-operate with HCPC (at your expense) to enable HCPC to comply with these requirements.

13.2 You acknowledge that, HCPC shall be responsible for determining in its absolute discretion whether any of the content of the Contract is exempt from disclosure in accordance with the provisions of the (FOIA). Notwithstanding any other term of this Contract, you hereby gives your consent for HCPC to publish the Contract in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to the Contract, to the general public.

13.3 HCPC may consult with you to inform its decision regarding any exemptions but HCPC shall have the final decision in its absolute discretion.

## 14 INSURANCE

14.1 The risk of damage or injury to property or to third parties in the course of performance of the Contract in any part of the world (including the risk of loss or damage in transit to any of the Deliverables in your possession or control, third party risks and employer's liability insurance (or similar) in respect of all employees, agents, representatives and sub-contractors of yours who shall at your request or directions be on HCPC's premises or elsewhere at any time for or in connection with the provision of the Deliverables) shall be yours and you shall take out full indemnity insurance to cover such risks.

## 15 ASSIGNMENT AND SUB-CONTRACTING

15.1 You may not assign or sub-contract any of your rights or obligations under the Contract without the prior written consent of HCPC

## 16 TERMINATION

16.1 Without prejudice to its other rights HCPC shall have the right to cancel the Order and to terminate the Contract if:

16.1.1 you commit a breach of this Contract and fail to remedy the breach within 7 days of written notice to do so;

16.1.2 you become insolvent, bankrupt, enter into liquidation, enter into a voluntary arrangement, appoint a receiver or such similar event save for the purposes of a solvent reconstruction or amalgamation.

## 17 CANCELLATION OR INTERRUPTION

17.1 The Order may be cancelled by HCPC at any time prior to HCPC's acceptance of all the Deliverables, upon written notice to you. In such event, HCPC shall pay you, in lieu of the price specified on the front of the Order, the direct non-cancellable costs incurred up to that point by you and any direct non-cancellable costs committed to the performance of your obligations hereunder prior to such cancellation provided, however, that the total amount of such costs shall not exceed the price specified on the Order. HCPC shall not be responsible to you for any cancellation fees or penalties unless provided for on the Order or in a separate written agreement in respect of the Order signed by HCPC and you.

17.2 Should HCPC or its clients be effected by a Force Majeure event, HCPC may, without incurring any additional liability to you, serve notice on you identifying the relevant event and anticipated delay and altering the date or dates for delivery of the Deliverables until the event or circumstances causing the stoppage, interruption or restriction have ceased. If delivery or performance has been suspended for any such reason HCPC shall not be liable to make any payment to you until the Deliverables are supplied. If such Force Majeure event continues for a period in excess of one month, either party may terminate the Agreement by notice in writing with immediate effect.

## 19 GOVERNING TERMS, LAW AND JURISDICTION

19.1 The terms of this Contract and any claims or disputes arising out of or in connection with it (including non-contractual claim or disputes) shall be interpreted in all respects in accordance with English law and the parties submit to the non-exclusive jurisdiction of the English courts in all matters pertaining thereto.

19.2 Upon termination of this contract for whatsoever reason clauses 1, 4, 5, 7, 11, 12, 13, 14, and 19 shall continue to apply between the parties for a period of 6 years from the date of such termination.

## 20. NOTICES

20.1 All notices, orders and instructions provided to you under the Order shall be regarded as properly served if sent by hand, post, fax or email to you at your address on the front of the Order.