

## British Museum Purchase Order

### Standard Terms and Conditions for Goods and Services

- 1 **Definitions:** In these conditions “BM” means the Trustees of The British Museum; “ Contract” means the Purchase Order together with these Conditions and any other documents attached or referred to therein; “ Data” means all designs, models, mock ups, drawings, prints, samples, analysis results, data and documents of all kinds, materials, photographs, negatives, diskettes, films, software or any similar items created or procured by the BM for the purposes of the Contract; “Goods” means the goods specified in the Purchase Order (or amendment thereof) to be supplied by the Supplier in accordance with the Contract. “IPRs” means all copyright and other intellectual property rights, howsoever arising throughout the world and in whatever media, whether or not registered, including patents, trade marks, service marks, database rights, trade names, registered designs and any applications for the protection or registration of these rights, for the full period for which such copyright and other rights subsist including all renewals, revivals and extensions thereof; “Purchase Order” means the BM’s official numbered order overleaf; “ Services” means the services specified in the Purchase order including the giving of advice ( or amendment thereof) to be carried out by the Supplier in accordance with the Contract; The “ Supplier means the supplier named overleaf.
- 2 **Assignment or Sub-Contracting:** The Supplier shall not assign or subcontract the whole or part of the benefits or burdens under the Contract without the previous consent of the BM. The BM may assign or subcontract the whole or part of the benefits or burdens under the Contract to any company which would (if BM were a company) be a subsidiary of the BM.
- 3 **Performance – Goods and Services:** The Goods supplied under this Contract shall: (a) be of good and sound design, materials and workmanship; (b) be of merchantable quality and fit for the purpose(s) for which they are supplied under the Contract; (c) conform as to description, specification and quantity with the particulars stated in the Contract; (d) comply with all statutory requirements; (e) be free from any defect in title; and (f) be returnable to the Supplier within 21 days in the event the Goods are or have suffered damage during manufacture or transit which could reasonably be discerned from the inspection on delivery or not in accordance with the Contract, in which case the Contract shall be deemed to be terminated in accordance with clause 16 (a). The Services executed under the Contract shall (a) be carried out with reasonable skill and care; (b) be carried out with due expedition and in so far as is reasonably practicable within the time if specified under this Contract; and (c) comply with all statutory and other regulations applicable to the Services.
- 4 **Price/Payment:** The price(s) detailed in the Contract shall remain firm and fixed for the duration of the Contract. The Supplier shall send a detailed invoice; with VAT quoted separately, quoting the Order number overleaf to Accounts Payable. Payment will be made by the BM within 30 days of receipt of a correct invoice.
- 5 **Delivery/Completion of Order:** The Goods shall be delivered at the times, dates and place specified in the Contract. Delivery shall be deemed to be made on receipt of the Goods by the BM in accordance with the Contract. The Services shall be deemed completed when completed in accordance with the Contract. Where the supplier requires access to the BM’s premises in order to discharge its obligations under the Contract, the Supplier shall at all times comply with the security requirements of the BM.
- 6 **Inspection, Rejection and Guarantee:** Without prejudice to any of its other rights hereunder, the BM may by notice to the Supplier reject all or any of the Goods and/or Services if the Supplier fails to comply with any of its obligations under the Contract, The BM shall not be deemed to have accepted the Goods and/or Services until the BM has had a reasonable time after delivery to inspect the Goods and/or Services without charge. The

Supplier shall at the BM's option replace Goods or rectify Services rejected by the BM with Goods and/or Services which in all respects conform to the Contract or credit the BM with the invoice price thereof. The Supplier shall guarantee the Goods for the shorter of 12 months from putting into service or 18 months from delivery.

- 7 **Risk and Property:** Risk and Property in the Goods shall without prejudice to any other rights or remedies of the BM pass to the BM at the time of acceptance of the delivery.
- 8 **Damage in Transit:** The Supplier shall without charge to the BM promptly either repair or replace ( at BM's option) any Goods damaged in transit or which having been placed in transit fail to be delivered to the BM, provided that the BM gives notice, within 30 days of delivery, of damage to the goods or within 10 days of notified date of delivery that Goods have not been delivered.
- 9 **Labelling and Packaging:** The goods shall be packed and marked in a proper manner and in accordance with the BM's instructions and any statutory requirements and any requirements of the carrier. The goods shall be marked with the Purchase Order number and the net, gross and tare weights, name of contents on each container and all containers of hazardous Goods ( and all related documents) shall bear prominent and adequate warnings. All packaging materials will be considered non-returnable and destroyed unless the Supplier's advice note states otherwise.
- 10 **Intellectual property Rights:** the Supplier warrants that the manufacture of the Goods/ supply of Services/ provision of know-how to the BM under the Contract the Supplier shall not infringe the IPRs of any third party and that the Supplier shall ensure that it has the right to provide such know-how and is not disclosing the same in breach of confidence. All IPRs in the Goods and/or Services and associated Data prepared or developed by the Supplier under or in connection with the Contract are hereby assigned to and shall vest in the BM free from any encumbrance and with full title guarantee. The Supplier unconditionally, irrevocably and in perpetuity waives all moral and author's rights and rights of a similar nature under the laws of any jurisdiction which the Supplier may have in Goods and/or Services.
- 11 **Health and Safety:** The Supplier shall comply with the requirements of the Health and Safety at work etc. Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety in performance of the Order and/or working on the BM's premises.
- 12 **Prevention of Corruption:** The Supplier shall not itself or in conjunction with any other person:- (a) corruptly solicit, receive or agree to receive, for it or for any other person, or (b) offer or agree to give to any person in the BM's service, or any other Supplier who has a contract with the BM any gift or consideration of any kind as an inducement or reward for doing or not doing anything, or for showing favour or disfavour to any person, in relation to this Contract or any other Contract to which the BM is party. Without prejudice to clause 16, the BM may forthwith terminate the contract with the Supplier if the Supplier is:- (a) in breach of clause 12 ; or (b) convicted of any offence under the Prevention of Corruption Acts 1889 to 1916 and shall be entitled to recover from the Supplier inter alia the amount or value of any such gift or consideration. Any dispute or difference of opinion arising in respect of either the interpretation or effect or application of clause 12 or of the amount recoverable by the BM from the Supplier shall be decided by the BM whose decision on the matter shall be final and conclusive.
- 13 **Indemnity:** The Supplier shall indemnify and keep indemnified, the BM fully against all claims, proceedings, actions, damages, legal costs, expenses and other liabilities whatsoever arising out of or in connection with the Contract, in respect of: death or personal injury to any person, including employees of the BM, or loss of or damage to property, unless caused by the negligence of the BM.

- 14 **Insurance:** The Supplier shall effect and maintain general third party and where applicable product liability insurance cover with a combined bodily injury and property damage limit of not less than five million pounds (£5,000,000) per occurrence or series of occurrences arising from the one event and unlimited cover in any period of insurance (aggregate or product liability). Such insurance shall contain an indemnity or principals clause. The Supplier shall provide evidence of such cover to the BM, if requested.
- 15 **Confidentiality:** The Supplier shall treat all information, data or process in connection with the Contract as confidential and shall not use any confidential information supplied by the BM other than for the purposes of the Contract. The Supplier shall fully comply with the requirements of the Data Protection Act 1998 insofar as the same applies to the Contract.
- 16 **Freedom of Information:** The Supplier acknowledged that the BM is subject to the requirements of the Freedom of information Act and the Environmental Information Regulation s and shall assist the BM to respond to a request for information within the time for compliance set out in section 10 of the FOIA. The BM shall be responsible for determining in its absolute discretion whether information is exempt from disclosure under the FOIA and EIR and the extent of information to be disclosed in response to an a request for information. The Supplier acknowledges that the BM may, acting in accordance with the dept of Constitutional Affairs' Code of Practice on the Discharge of Functions of Public authorities under Part 1 of the FOIA, be obliged to disclose information without consulting the supplier or following consultation with the supplier and having taken its views into account.
- 17 **Suppliers Staff:** The BM reserves the right to refuse to admit to, or to withdraw permission to remain on, BM premises, any member of the Supplier's staff or any person employed or engaged by a sub-contractor, agent or servant, whose admission or continued presence would be, in the unfettered opinion of the BM contrary to its interest.
- 18 **Termination:** Without prejudice to either party's other rights and remedies under this Contract or at law, either party may terminate the Contract forthwith on notice if the other: (a) commits a breach of this Contract and fails to remedy such breach ( where it is capable of remedy) within 30 days of receipt of a notice in writing requiring it to do so; or (b) ceases to trade, or is unable to pay its debts as they fall due or has a petition presented or a meeting convened for the purpose of winding up the defaulting party or enters into liquidation whether compulsorily or voluntarily or compounds with its creditors generally or an administration order is made in relation to it or it has a receiver or administrative receiver appointed over all or a substantial part of its assets or any similar analogous order is made or proceeding commenced or officer appointed or action taken in consequence of debt. In the event of termination by the BM under sub-clause 16 (a) the BM may retain from any amount due to the Supplier under the Contract an amount equal to any bona fide claim the BM may have against the Supplier arising out of such breach. In addition the BM may at its convenience terminate the Contract or any part thereof at any time by giving notice to the Supplier . In this event the BM shall subject to any other provisions of the Contract pay the Supplier for all Goods and/or Services supplied in accordance with the Contract up to the time of termination. Upon termination of the Contract the Supplier shall immediately return to the BM any BM data, equipment or other materials which the Supplier may have in its possession.
- 19 **Entirety:** The Contract constitutes the entire agreement between the Parties and shall prevail over any terms contained in the Supplier's acceptance of the Purchase Order. No terms may be implied herein from any course of regular previous dealings between the Supplier and the BM. The Contract supersedes all prior negotiations representations and undertakings, whether written or oral, except this Clause shall not exclude liability in respect of any fraudulent misrepresentations.

- 20 **Notices:** Except as otherwise expressly provided within the Contract, no notice or other communications between the Parties shall have any validity under the Contract unless made in writing by or on behalf of the Party concerned.
- 21 **Scope of the Contract:** Nothing in the Contract shall be construed as creating a partnership, a contract of employment or a relationship of principal and agent between the BM and the Supplier.
- 22 **Third Party Rights:** Neither the BM nor the Supplier confers or purports to confer on any third party any benefits or any right to enforce any term of this Order under the Contracts (Rights of Third Parties) Act 1999.
- 23 **Governing Law:** This Contract shall be governed by and interpreted in accordance with English Law and the parties submit to non-exclusive jurisdiction of the courts of England and Wales.

January 2006