

RCUK Purchase Conditions

Agreed Terms

1. Definitions

“**RCUK**” means Rugby Connections UK Limited and all its relevant officers, servants and/or agents;

“**Contract**” means the Order and the Supplier’s acceptance of the Order;

“**Conditions**” means these Purchase Conditions;

“**Contract Period**” shall be as defined in Clause 4;

“**Contract Price**” shall be the price specified in the Order;

“**Goods**” means any goods to be provided by the Supplier pursuant to the description in the Order;

“**Premises**” means the Athletic Ground, Richmond, London, TW9 2SS.

“**Order**” means the purchase order detailing the Goods and/or Services requested by RCUK;

“**Services**” means any services to be provided by the Supplier pursuant to the description in the Order (which will include, where appropriate, any equipment or materials provided by the Supplier to perform the Services or otherwise provided by the Supplier in connection with the Services);

“**Supplier**” means the person, firm or company who accepts RCUK’s Order and shall include all its relevant officers, servants and/or agents.

2. Application of Conditions

2.1 These Conditions are the only conditions upon which RCUK is prepared to deal with the Supplier and they shall govern the Contract to the entire exclusion of all other terms or conditions.

2.2 Each Order shall be deemed to be an offer by RCUK to buy and/or hire Goods, and/or Services subject to these Conditions and no Order shall be accepted until the Supplier either expressly by giving notice of acceptance, or impliedly by fulfilling the Order, in whole or in part accepts the offer.

3. Good Faith/Outside Activities

The Supplier shall act in good faith towards RCUK and shall not bring RCUK into disrepute nor, without the prior consent of RCUK, make any reference to it in association with any advertising or other promotional material or write for publication or speak in public about RCUK or its affairs.

4. Contract Period

The Supplier’s obligations under the Contract shall be performed on the date or dates specified in the Order, subject to Clause 15.

5. Contract Price/Payment

5.1 RCUK shall pay to the Supplier the Contract Price plus VAT, by the later of (a) thirty (30) days from the receipt of a valid invoice from the Supplier, or (b) ten (10) days from the completion of performance of the Supplier's obligations under the Contract. Time for payment shall not be of the essence of the Contract.

5.2 RCUK reserves the right to withhold or deduct payment where the Goods, and/or Services have not been provided in accordance with the Contract and shall notify the Supplier accordingly.

5.3 If the Contract Price is not paid when due then, without prejudice to the RCUK's other rights under the Contract, that sum shall bear interest from the due date until payment is made in full, both before and after any judgment, at 2% per annum over Barclays Bank PLC's base rate from time to time, unless otherwise agreed in advance in writing by RCUK.

6. Standard of Goods/Services

6.1 The Supplier shall ensure that any Goods conform as to both quantity and description as detailed in the Order, are of satisfactory quality and are fit for their intended purpose and are of good construction, are comprised of suitable and sound material and are of adequate strength.

6.2 The Supplier shall be competent to fulfil its obligations under the Contract (including but not limited to having relevant experience, training and/or qualifications), shall use proper care, skill and diligence and the highest standards of workmanship whilst discharging its obligations under the Contract, (which shall be timely performed and completed) and shall hold any licence, permit and/or certificate required in order to undertake the performance of any of its obligations under the Contract.

7. Security/Access/Inspection

7.1 RCUK reserves the right to request identification of the Supplier and conduct random security checks of its possessions and vehicle(s) whilst the Supplier is on, entering, or leaving the Premises.

7.2 The Supplier shall procure for RCUK, at all reasonable times upon RCUK giving reasonable notice, access to the Supplier's premises or such other premises as RCUK may reasonably require for the inspection of any Goods and/or equipment/materials to be provided under the Contract.

8. Care of Goods, equipment and materials

8.1 Unless otherwise agreed in advance in writing by RCUK, the Supplier shall be responsible for the care, control, security, maintenance and insurance of any Goods and/or any Supplier equipment or materials. Unless otherwise agreed in advance in writing by RCUK, RCUK accepts no liability for loss or damage to any such Goods and/or Supplier equipment or materials. For the avoidance of doubt, the provisions of this Clause 8.1 shall apply without limitation to the hire of any Goods pursuant to Clause 11.

8.2 The Supplier shall not use any RCUK equipment/materials without the prior consent of RCUK.

9. Compliance

9.1 The Supplier shall comply with:

9.1.1 all current relevant legislation, rules, regulations or codes relating to the Goods, and/or Services to be supplied, including but not limited to sale and supply of goods and services legislation and all applicable national and/or international technical standards and procedures;

9.1.2 any applicable health, safety, fire and environmental legislation and official Codes of Practice.

9.1.3 any RCUK ordained health, safety, fire and environmental requirements, details of which RCUK shall provide to the Supplier.

10. Delivery of Goods

10.1 The Supplier shall ensure that the Goods are kept and maintained in a safe and secure condition at the Supplier's own risk and expense until they are delivered to the Premises at the Supplier's own risk and expense, in accordance with the Order.

10.2 The Goods shall be delivered, carriage paid, to the Premises, on the date specified for delivery in the Order. The Supplier shall off-load the Goods at its own risk as directed by RCUK. Time for delivery shall be of the essence.

10.3 The Supplier shall ensure that the Goods are packed in such a manner as to reach the Premises in good condition, clearly labelled and accompanied by delivery notes specifying the quantity and type thereof and the relevant Order number. The Supplier shall, at its expense and immediately following delivery, remove all cases, boxes or other packaging from the Premises if requested to do so by RCUK.

10.4 Where the Order requests that Goods be sold to RCUK, ownership thereof shall vest in RCUK absolutely at such time as RCUK takes physical possession of the Goods, unless the Contract is terminated pursuant to Clause 15, in which case ownership of the Goods or any part of the Goods for which payment has been made by RCUK shall vest absolutely in RCUK at the time of termination.

10.5 Where any Goods are found by RCUK, upon delivery or subsequently, not to conform with the Contract, RCUK reserves the right to accept or reject the whole or any part thereof and if rejected return the Goods to the Supplier at the Supplier's own risk and expense, such acceptance or rejection being without prejudice to any other remedy available to RCUK.

11. Hire of Goods

11.1 The hire charges comprising the Contract Price shall be set out in the Order. Such charges shall cover the duration of the Contract Period.

11.2 Transport charges for delivery and collections including attempted calls are payable by the Supplier. If Goods are not available or only partially available for collection then the Supplier will be responsible for the charges of each journey. No delivery in installations will be permitted unless agreed in writing in advance by RCUK.

11.3 The Supplier shall provide appropriate written and/or practical instruction in the safe and correct operation of the Goods and/or if appropriate, shall remain at the Premises for all or part of the Contract Period as required in order, at its sole cost and without limitation, to set up, assemble, operate, or supervise the operation of, the Goods.

11.4 RCUK may arrange for the collection of the Goods with the Supplier during normal business hours. RCUK's liability to pay the hire charges comprising the Contract Price shall cease at the time that RCUK notifies the Supplier that collection is required.

11.5 Immediately following RCUK's request for collection of the Goods, the Supplier shall collect the Goods and remove the Goods from the Premises.

11.6 The Supplier shall be solely responsible, at its sole cost, for any required cleaning and/or dismantling and loading of the Goods at the end of the Contract Period. **12. Indemnity**

The Supplier shall fully and promptly indemnify and hold RCUK harmless against any claim, cost, loss, damage and/or expense which RCUK may incur as a direct or indirect result or consequence of the negligence of the Supplier, through the breach of any of its obligations under the Contract or otherwise from the Goods, and/or Services (or the use thereof). The Supplier shall arrange and maintain Public Liability Insurance, and where appropriate Product Liability Insurance, with an adequate indemnity limit which shall be no less than five million pounds sterling (£5,000,000) with the scope of cover appropriate to any contingency which could arise as a direct or indirect result or consequence of the negligence of the Supplier, through the breach of any of its obligations under the Contract or otherwise from the Goods, and/or Services (or the use thereof) in respect of any one claim or incident.

13. Clearance of Third Party Rights

The Supplier shall obtain all necessary consents, permissions and/or clearances from third parties (whether in respect of copyright, trade mark, patent or other intellectual property rights or otherwise) so that RCUK shall be entitled to use the Goods or the Services without liability to any third party and the Supplier shall fully and promptly indemnify and hold RCUK harmless against any claim, cost, loss, damage and/or expense suffered or incurred by RCUK arising from any breach or nonobservance by the Supplier of its obligations under this Clause 13.

14. Confidentiality

The Supplier shall keep confidential any information communicated to it in confidence by RCUK or which otherwise relates to the business of RCUK and which is obtained as a result of its relationship with RCUK under the Contract.

15. Termination

15.1 RCUK shall have the right at any time and for any reason to terminate the Contract in whole or in part by giving the Supplier written notice, whereupon all work on the Contract shall be discontinued and RCUK shall pay to the Supplier fair and reasonable compensation for any work-in-progress at the time of termination (if any) but such compensation shall not include loss of anticipated profits or any consequential loss.

15.2 RCUK shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract forthwith if:

(a) the Supplier commits a material breach of any of the Conditions; or

(b) any distress, execution or other process is levied upon any of the assets of the Supplier; or

(c) the Supplier has a bankruptcy order made against him or makes an arrangement or composition with his creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Supplier or notice of intention to appoint an administrator is given by the Supplier or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Supplier or for the granting of an administration order in respect of the Supplier, or any proceedings are commenced relating to the insolvency or possible insolvency of the Supplier; or

(d) the Supplier ceases or threatens to cease to carry on its business; or

(e) the financial position of the Supplier deteriorates to such an extent that in the opinion of RCUK the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy; or

(f) the performance of any obligation under the Contract is prevented by reason of any event beyond the reasonable control of RCUK or the Supplier (any such occurrence being deemed an event of force majeure).

15.3 Termination of the Contract, howsoever arising, shall be without prejudice to any right of action accruing or already accrued to either party at the date of the termination.

15.4 Termination of the Contract, howsoever arising, shall not in itself give rise to a claim by the Supplier for damages or otherwise, beyond a claim for payment due under the Contract up to and including the date of termination.

15.5 Upon termination of the Contract, for whatsoever reason, the Supplier shall promptly deliver up to RCUK at the Supplier's own risk and expense the whole or any part of any Goods for which payment has been made under the Contract up to and including the date of termination and any RCUK equipment/materials provided under the Contract. RCUK shall be deemed to have all right and authority to enter the Supplier's premises to recover and remove such items and recover the cost thereof from the Supplier.

16. Notices

Any notice required to be given pursuant to the Contract shall be in writing and sent either by prepaid recorded delivery, registered post or fax transmission to RCUK or the Supplier (as applicable) to the address specified in the Order and any such notice shall be deemed to have been received by the addressee at the time of delivery.

17. Waiver

The failure of either party to exercise or enforce any right conferred upon it by the Contract shall not be deemed to be a waiver of any such right or operate so as to bar the exercise or enforcement thereof at

any time(s) thereafter. No waiver of any Condition shall operate as a waiver of another Condition or constitute a continuing waiver.

18. Assignment/Subcontracting

The Supplier shall not assign, sublicense, subcontract, transfer or otherwise dispose of any of its rights or obligations under the Contract to any third party.

19. No Agency, Partnership or Joint Venture

Nothing in the Contract shall be deemed to constitute either party as the agent of the other or to create a partnership or joint venture between the parties.

20. Variation

Any amendment or variation to the Contract shall be made by prior written agreement between the parties.

21. Severability

The unenforceability of any single provision of the Contract shall not affect any other provision of the Contract .

22. Entire Agreement

The Contract and any appendices and any documents referred to therein constitutes the entire understanding between the parties with respect to the subject matter thereof and supersedes all prior agreements, negotiations and discussions between the parties relating thereto.

23. Third Party Rights

The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.

24. Governing Law

The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.