

INVOICE NUMBER 40850

RAINBOW JOB NUMBER RA5302

PURCHASE ORDER NUMBER 20099868

QS \_\_\_\_\_

SITE MANAGER \_\_\_\_\_

INVOICE ADDRESS
UNIV OF GLASGOW
FINANCE OFFICE
GLASGOW
G12 8QQ

DELIVERY ADDRESS
ICE BUILDING
Queen Eliz Univ Hospital
1345 Govan Road
Glasgow
G51 4TF

Supply + Install 4 no: Roller Blinds

APPLICATIONS SENT \_\_\_\_\_

RAMS \_\_\_\_\_

O&M'S \_\_\_\_\_

ADDITIONAL INFORMATION

TENDER SUM £560-00

AGREED MCD                      %

ORDER RECEIVED \_\_\_\_\_

## Purchase Order

from the University of Glasgow  
charity number SC004401

VAT Registration Number: GB 671 798 093

### RAINBOW BLINDS & INTERIORS LTD

61 CANYON ROAD  
EXCELSIOR PARK  
WISHAW  
NORTH LANARKSHIRE  
ML2 0EG

Order Number	<b>20099868</b>
Order Date	08/11/2019
Our Contact	Emma Stockman
Email Address	Emma.Caudle@glasgow.ac.uk
Purchase Officer	Anthony McKenna
Your Reference	Harvi Deol

### Delivery Address

Imagine Centre of Excellence  
ICE Building  
Queen Elizabeth University Hospital  
1345 Govan Road  
GLASGOW  
G51 4TF

*All invoices submitted should be PDF format and sent to Finance  
Accounts Payable at [finance-apinvoices@glasgow.ac.uk](mailto:finance-apinvoices@glasgow.ac.uk)*

### Invoice Address

University of Glasgow  
Finance Office  
Glasgow  
G12 8QQ United Kingdom

Please Note:

Customer Ref:

Product	Product Description	Qty	Unit Price	Amount in GBP
CAP1006	Supply and install 4nr rollerblinds with side chain operation, comply with blind safety standards and be fire retardant.  To supply and install 4 nr roller blinds manufactured in our system 32 with side control chain operation with the controls fitted to control guards to comply with current blind safety regulations. The blind covers shall be manufactured in the Ex-lite light grey PVC flame retardant material.	560.00	1.00	560.00
TOTAL AMOUNT OF ORDER EXCLUDING VAT, TAXES AND DUTY				<b>Order Total: 560.00</b>

This Order is subject to the attached terms and conditions (also available to view on the University's website), except where the Supplier and University have entered into a separate written agreement relating to the subject matter of this Order, in which case this Order is subject to the terms of that separate written agreement.

**The University will not accept any liability for goods delivered that are in excess of those detailed on this purchase order. In the event of over supply you will be asked to retrieve the surplus goods at your own expense and payment will be made for the ordered amount only. Please note the University operate a strict 'No Order' - 'No Payment' policy. Invoices received where no order has been raised will be returned to the Supplier.**

**Departments please note: If any of the goods ordered include radioactive materials a copy of the order must be sent to the Radiation Protection Service, Kelvin Building, and the delivery address must indicate the laboratory in which the goods will be used.**



1. INTERPRETATION

1.1 In these Conditions, the following definitions apply:

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 12(g).

**Confidential Information:** information relevant to the business, research and development activities, affairs, plans, finances and strategies of that party which would reasonably be considered confidential including, without limitation, information about inventions, designs, processes, products, trade secrets, details of employees and officers and of the remuneration and other benefits paid to them, technical data, know-how and other information relating to the business of the relevant party or any of its suppliers, clients, customers, agents, distributors, shareholders or management.

**Contract:** the contract between University and Supplier for the supply of Goods and/or Services in accordance with these Conditions.

**University:** University Court of University of Glasgow, incorporated under the Universities (Scotland) Act 1889 with its principal office at University Avenue, Glasgow G12 8QQ, a registered Scottish charity (Charity Number SC004401).

**Deliverables:** all documents, products and materials developed by Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

**Goods:** any goods set out in the Order.

**Intellectual Property Rights:** patents, rights to inventions, copyright, trade marks, business names and domain names, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.

**Order:** University's order for the supply of Goods and/or Services, set out in University's purchase order form.

**Services:** any services set out in the Order.

**Specification:** any specification for the Goods and/or Services including, without limitation, any related plans and drawings, set out in the Order or otherwise agreed in writing by University and Supplier and all representations or statements made or given by Supplier, its employees and agents in relation to the Goods and/or Services (whether orally in writing or in any of Supplier's brochures, catalogues and advertisements).

**Supplier:** the person or firm from whom University purchases the Goods and/or Services.

1.2 In these Conditions, a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted.

2. BASIS OF CONTRACT

2.1 The Contract shall come into existence on the earlier of:

- (a) Supplier issuing written acceptance of the Order, and
- (b) any act by Supplier consistent with fulfilling the Order.

2.2 These are the only Conditions upon which University is willing to purchase the Goods and/or Services and apply to the Contract to the exclusion of any other terms that Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

3. SUPPLY OF GOODS

3.1 Supplier shall ensure that the Goods shall (a) correspond with their description in the Specification, (b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by Supplier or made known to Supplier, expressly or by implication, and in this respect University relies on Supplier's skill and judgement, (c) be free from defects in design, materials and workmanship and remain so for 12 months after delivery or such other period set out in the Order, (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods (e) be properly packed and secured in such manner as to enable them to reach their destination in good condition and delivered with a delivery note which shows the date of the Order, the Order number (if any), the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any), and (f) be delivered on the date specified in the Order to the location set out in the Order or as instructed by University before delivery (Delivery Location). Packaging material shall only be returned to Supplier at the request and cost of Supplier.

3.2 Supplier shall not deliver the Goods by instalments except with the prior written consent of University.

3.3 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location and title and risk in the Goods shall pass to University on completion of delivery.

4. STANDARDS

4.1 In providing the Services and supplying the Goods, Supplier shall

- (a) perform the Services and supply the Goods with the best care, skill and diligence in accordance with best practice in Supplier's industry, profession or trade,
- (b) use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number;
- (c) meet any performance dates for delivery of the Goods and performance of the Services specified in the Order or notified to Supplier by University;
- (d) ensure that the Goods, Services and Deliverables will conform with the relevant Specification,
- (e) provide all equipment, tools and vehicles and such other items as are required to provide the Services,
- (f) obtain and at all times maintain all necessary licences and consents, and comply with all applicable laws, regulations and University security requirements,
- (g) hold all materials, equipment and tools, drawings, specifications and data supplied by University to Supplier (University Materials) in safe custody at its own risk, maintain University Materials in good condition until returned to University, and not dispose or use University Materials other than in accordance with University's written instructions or authorisation.

5. UNIVERSITY REMEDIES

5.1 If Supplier fails to comply in full with the undertakings set out in clauses 3.1 and 4.1, University shall, without limiting its other rights or remedies, have one or more of the following rights (whether or not it has accepted the Goods and/or Deliverables)

- (a) to terminate the Contract with immediate effect by giving written notice to Supplier;
- (b) to recover from Supplier any costs incurred by University in obtaining substitute goods and/or services from a third party;
- (c) to receive a full refund from Supplier of amounts already paid;
- (d) to claim damages for any additional costs, loss or expenses incurred by University which are attributable to Supplier's failure;
- (e) to reject the Goods (in whole or in part) whether or not title has passed and to return them to Supplier at Supplier's own risk and expense;
- (f) to require Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods if paid;
- (g) to refuse to accept any subsequent delivery of the Goods which Supplier attempts to make.

5.2 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by Supplier.

5.3 University's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

6. CHARGES AND PAYMENT

6.1 The price for the Goods shall be set out in the Order and shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by University.

6.2 The charges for the Services shall be set out in the Order, and shall be the full and exclusive remuneration of Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by University, the charges shall include every cost and expense of Supplier directly or indirectly incurred in connection with the performance of the Services.

6.3 Unless stated otherwise in the Order (a) in respect of Goods, Supplier shall invoice University on or at any time after completion of delivery, and (b) in respect of Services, Supplier shall invoice University on completion of the Services. Each invoice shall include such supporting information required by University to verify the accuracy of the invoice, including but not limited to the relevant purchase order number and shall be in any format required by University (including electronic).

6.4 University shall pay the invoiced amounts within thirty (30) days of the date of a correctly rendered invoice to a bank account nominated in writing by Supplier.

6.5 All amounts payable by University under the Contract are exclusive of any valued added tax (VAT). Where any taxable supply for VAT purposes is made under the Contract by Supplier to University, University shall, on receipt of a valid VAT invoice from Supplier, pay to Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

6.6 If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 1% per annum above HSBC's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.

7. INTELLECTUAL PROPERTY RIGHTS

7.1 Supplier assigns to University, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.

7.2 Supplier shall obtain waivers of all moral rights in the products of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or equivalent.

7.3 Supplier shall, promptly at University's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as University may from time to time require for the purpose of securing for University the full benefit of the Intellectual Property Rights assigned to University in accordance with clause 7.1.

8. INDEMNITY

Supplier shall indemnify and shall keep University indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to legal costs and all other professional costs and expenses) incurred by University as a result of or in connection with any claim made against University for: (a) actual or alleged infringement of a third party's intellectual property rights, and (b) death, personal injury or damage (to person or property), in either case, where attributable to Supplier or its employees.



**9. INSURANCE**

During the term of the Contract and for a period of six (6) years thereafter, Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Contract, and shall, on University's request, provide evidence of cover.

**10. CONFIDENTIALITY**

A party (Receiving Party) shall keep in strict confidence all Confidential Information disclosed to the Receiving Party by the other party (Disclosing Party). The Receiving Party shall only disclose such Confidential Information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The Receiving Party may also disclose such of the Disclosing Party's Confidential Information as is required to be disclosed by law (including any requirements to disclose under the Freedom of Information (Scotland) Act 2002 or the Environmental Information (Scotland) Regulations 2004), any governmental or regulatory authority or by a court of competent jurisdiction.

**11. TERMINATION**

11.1 Without limiting its other rights or remedies, University may terminate the Contract by giving Supplier one (1) week's written notice.

11.2 Without limiting its other rights or remedies, University may terminate the Contract with immediate effect by giving written notice to Supplier in any of the following events:

- (a) Supplier commits a material breach of the terms of the Contract,
  - (b) Supplier becomes apparently insolvent or compounding with its creditors or on the appointment of a liquidator, receiver or administrator over all or on any of its assets or carrying out or undergoing any analogous act or proceeding under foreign law; or
  - (c) Supplier suspends or ceases, or threatens to suspend, or cease, to carry on all or a substantial part of its business.
- 11.3 On termination of the Contract for any reason, Supplier shall immediately deliver to University all Deliverables whether or not then complete, and return all University Materials. If Supplier fails to do so, then University may enter Supplier's premises and take possession of them. Until they have been returned or delivered, Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract. Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination.
- 11.4 Clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect, including clauses 7, 8, and 10.

**12. GENERAL**

- (a) Supplier may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of University.
- (b) Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered by pre-paid first class post or courier. A notice or other communication shall be deemed to have been received; if sent by pre-paid first class post, at 9.00 am on the second business day after posting; if delivered by courier, on the date and at the time that the courier's delivery receipt is signed.
- (c) If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted.
- (d) A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default.
- (e) Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, nor constitute either party the agent of the other for any purpose. Neither party shall have authority to act as agent for, or to bind, the other party in any way.
- (f) A person who is not a party to the Contract shall not have any rights to enforce its terms.
- (g) Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions, shall be effective unless it is agreed in writing and signed by both parties.
- (h) The Contract shall be construed and governed in accordance with the laws of Scotland and all claims and disputes between the parties arising out of or in connection with this Contract (whether or not contractual in nature) shall be determined in accordance with the laws of Scotland. Insofar as practicable, the parties hereby prorogate the exclusive jurisdiction of the Scottish courts.