

# **The Halesowen Foundation**

## **The Halesowen Foundation Standing Orders Relating to Contracts**

**2010/11**

## The Halesowen Foundation Terms and Conditions of Contract

### 1 DEFINITIONS

In these conditions:

<b>AUTHORISED OFFICER</b>	is a member of staff designated by the Directors.
<b>COMPANY</b>	means The Halesowen Foundation of Whittingham Road, Halesowen, West Midlands, B63 3NA.
<b>CONDITIONS</b>	means the standard terms and conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing between the Company and the Supplier.
<b>CONFIDENTIAL INFORMATION</b>	means all information designated as such by either party in writing and all other information which relates to the business affairs, properties, assets trading practices, goods, services, developments, trade secrets, know-who, personnel, customers and suppliers of either party which may reasonably be regarded as the confidential information of the disclosing party.
<b>CONTRACT</b>	means the contract for the purchase and sale of the Goods and/or the Service; the agreement between the Company and the supplier consisting of these conditions where appropriate, the specification, invitation to tender, the suppliers tender and any other documents (or parts thereof) specified by the Company.
<b>CONTRACT PERIOD</b>	means the period of duration of the contract.
<b>CONTRACT PRICE</b>	means the price exclusive of any applicable tax payable to the supplier by the Company.
<b>GOODS</b>	means the goods (including any instalment of the Goods or any parts for them) which the Supplier is to supply in accordance with these Conditions.
<b>INVITATION TO TENDER</b>	means an invitation for suppliers to bid for the goods or services required by the Company.
<b>ORDER</b>	means the Company's purchase order set out overleaf.
<b>QUOTATION</b>	means an offer which may be written or verbal unless otherwise stated.
<b>SERVICE</b>	means any service which the Supplier is to supply in accordance with these Conditions.
<b>SUPPLIER</b>	means the person, firm or company with whom the Company contracts, subject to these Conditions.
<b>TAX</b>	means Value Added Tax, customer duties and any other taxes or duties.
<b>TENDER</b>	means a written offer to execute works or supply goods or materials or services for a stated sum of money; the supplier's response to the invitation to tender.
<b>WRITING</b>	includes telex, cable, facsimile transmission, email and comparable means of communication.

## **2 PLACING AND ACCEPTANCE OF ORDERS**

- 2.1 The acceptance (whether in Writing or by the commencement of any work relating to the Company's order) by or on behalf of the Supplier of the Company's Order includes the acceptance of these Conditions. No other terms or conditions (including, but without limitation any terms or conditions put forward by the Supplier and/or by the Supplier's agents which are in conflict with these Conditions) shall be incorporated into the Contract unless expressly agreed in Writing by the Company and signed by an authorised officer of the Company.
- 2.2 Without prejudice to the provisions of the above paragraph no variation of or addition to these Conditions, whether written or oral, shall have effect unless and until agreed in Writing by the Company and signed by an authorised officer of the Company.
- 2.3 The Supplier shall in connection with the sale of Goods and/or provision of any Service comply with:
- 2.3.1 all and any Company standing orders (copies of which are available on request) unless an authorised officer of the Company has given prior approval in Writing for non-compliance in respect of a particular matter;
  - 2.3.2 all and any directives, requirements and guidance issued by the Learning and Skills Council;
  - 2.3.3 all and any applicable financial regulations (copies of which are available on request);
  - 2.3.4 all applicable laws, including, without limitation, those of the European Union and the Freedom of Information Act.

## **3 SPECIFICATION**

- 3.1 The Goods and/or Service shall, subject as provided in these Conditions, be of the best quality, material and workmanship, be without fault and conform in all respects with the Order and specification supplied or advised by the Company to the Supplier.
- 3.2 The Supplier shall ensure that all activities carried out pursuant to the Contract shall be documented in accordance with the requirements of the Company and shall provide such documentation to the Company as the Company shall request from time to time.
- 3.3 The Supplier shall keep in place a system for dealing with any failure to provide the Goods and/or Service at the level and to the standard required by the Company and shall carry out a review of such system and report the results to the Company at such times as the Company shall reasonably require.
- 3.4 The Supplier shall make available for the purposes of the provision of the Goods and/or Service any individuals named in the specification as key personnel. The Supplier shall provide the Company with a list of names and addresses of all others regarded by the Supplier as key personnel and, if instructed by the Company, any other persons who may be at any time concerned with the provision of the Goods and/or Service or any part of them, specifying in each case the capacities in which they are so concerned and giving such other particulars and evidence of identity and other supporting evidence as the Company may reasonably require. The Company may at any time by notice to the Supplier designate any person concerned with the supply of the Goods and/or Service or any part of them as a key person. The

Supplier shall not without the prior written approval of the Company make any changes in the key personnel referred to in this paragraph.

- 3.5 The Supplier shall take any steps reasonably required by the Company to prevent unauthorised persons being admitted to Company premises. If the Company gives the Supplier notice that any person is not to be admitted to or is to be removed from Company premises or is not to become involved in or is to be removed from involvement in the Contract, the Supplier shall take all reasonable steps to comply with such notice. The Supplier shall bear the cost of any notice, instruction or decision of the Company under this condition.
- 3.6 The Company's rights under these Conditions are in addition to the statutory conditions implied in favour of the Company by the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982.

#### **4 INTELLECTUAL PROPERTY**

- 4.1 The Supplier agrees to assign to the Company all right, title and interest in and to any intellectual property made, originated or developed during the course of or otherwise related to the provision of the Goods and/or Service, and to do everything necessary to effect such an assignment. Intellectual property includes all copyright, design rights or any other intellectual property rights in all designs, drawings, data and specifications including, without limitation, all readable or computer or other machine readable data or material and any other material submitted to the Company under the terms of the Contract. All intellectual property rights in all materials submitted under the terms of this Contract by the Company shall remain with the Company at all times. Such material shall not be reproduced or disseminated for any other purpose by the Supplier without the written permission of the Company.

#### **5 PRICE AND PAYMENT TERMS**

- 5.1 The price shall be as stated in the Order and, unless otherwise so stated, shall be exclusive of any applicable value added tax (which shall be payable by the Company subject to receipt of a VAT invoice) and inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery and any duties, imposts or levies other than value added tax.
- 5.2 No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior consent of the Company in writing.
- 5.3 The Supplier shall be entitled to invoice the Company on or at any time after delivery of the Goods or performance of the Service, whichever shall be the later and each invoice shall quote the number of the Order. Unless otherwise stated in the Order, the Company shall pay the price of the Goods within 30 days from the date of receipt of a proper invoice or receipt of the Goods whichever is later and the Company shall be entitled to set off against the price any sums owed to the Company by the Supplier by means of a credit note. The Company aims to satisfy the terms of the Public Sector Prompt Payment Policy but time for payment shall not be of the essence of the Contract.
- 5.4 Where a cash discount is to be allowed to the Company by the Supplier the cash discount period shall commence from delivery of the Goods, performance of the Service or the date of the Supplier's invoice, whichever shall be the later.

## **6 OWNERSHIP OF GOODS**

- 6.1 The property in the Goods shall pass to the Company at the time of delivery unless payment for the Goods is made prior to delivery, when property shall pass to the Company once payment has been made and the Goods have been appropriated to the Contract. The acceptance of the ownership of the Goods under this clause is without prejudice to any right of rejection which the Company may have or which may become available to the Company. Risk in any Goods shall pass to the Company at the time of delivery.
- 6.2 If the Company supplies goods to the Supplier for the Supplier to perform any Service upon those goods, the property in those goods shall remain with the Company at all times and the Supplier hereby waives any implied lien which the Supplier may have in respect of the same. Risk of loss of or damage to such goods shall be with the Supplier from the time of receipt until redelivery in accordance with the Company's instructions.

## **7 DELIVERY**

- 7.1 The Supplier shall deliver the Goods to the address specified in the Company's Order; unless otherwise stipulated by the Company in the order, delivery must be made between the hours of 8.30am and 4.30pm Monday to Friday inclusive and delivery shall take place when the Goods have been unloaded by the Supplier. Where the date of delivery of the Goods is to be specified after the placing of the Order, the Supplier shall give the Company reasonable notice of the specified date and shall deliver the Goods on that date in accordance with these Conditions. The time of delivery of the Goods is of the essence of the Contract. If the Goods are to be delivered by instalments, the Contract will be treated as a single contract and not severable. Any delivery note accompanying the Goods shall quote the Company's Order number.
- 7.2 The Supplier shall perform the Service at the address specified in the Company's Order. Unless otherwise stipulated by the Company in the order, performance must be made between the hours of 8.30am to 4.30pm inclusive. Where the date of performance is to be specified after the placing of the Order, the Supplier shall give the Company reasonable notice of the specified date and shall perform the Service on that date in accordance with these Conditions. The time of performance of the Service is of the essence of the Contract. If the Service is to be performed in stages, the Contract will be treated as a single contract and not severable.

## **8 LATE DELIVERY**

- 8.1 The Company shall be entitled to reject the Goods or any part thereof and to treat the Supplier as in breach of contract if the Supplier fails to make delivery in accordance with these Conditions. Non-delivery of the Goods shall also be grounds for rejection. If, as a result of the late or non-delivery of the Goods, the Company has to obtain the Goods elsewhere, the Company reserves the right to claim from the Supplier any and all reasonable costs incurred by reason of having to so obtain the Goods.
- 8.2 The Company shall be entitled to treat the Supplier as in breach of contract if the Supplier fails to perform the Service in accordance with these Conditions. If as a result of the late or non-performance of the Service, the Company has to procure the provision of the Service from elsewhere the Company reserves the right to claim from the Supplier any and all reasonable costs incurred by reason of having to so procure the Services.

## **9 WARRANTIES**

- 9.1 The Supplier warrants to the Company that the Goods:
- 9.1.1 will be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Company or made known to the Company in Writing on or before the time the Order is placed;
  - 9.1.2 shall conform to all the British and International Standards relevant for such goods current at the time of delivery;
  - 9.1.3 will be free from defects in design, material and workmanship;
  - 9.1.4 do not infringe any patent, registered design, copyright trademark, intellectual property right, or any other right of any third party;
  - 9.1.5 will correspond with any relevant specification or sample; and
  - 9.1.6 will comply with all statutory requirements and regulations relating to the sale of the Goods.
- 9.2 The Supplier warrants that the Service shall be performed with reasonable care and skill, by properly qualified personnel and that the Supplier will take all reasonable measures in the management of Health and Safety and comply with all relevant Health and Safety legislation and all other applicable statutory requirements.

## **10 INSPECTION**

- 10.1 The right is reserved to the Company and those authorised by the Company to inspect and test the Goods and the Supplier shall provide the Company with all facilities reasonably required for inspection and testing. Any such inspection or testing shall not relieve the Supplier of its obligations hereunder nor imply acceptance of the Goods by the Company.

## **11 REJECTION**

- 11.1 If any Goods delivered do not conform to the Contract, the Company shall be entitled (but not bound) to return the Goods to the Supplier at the Supplier's risk and expense and either to treat the Contract as discharged and require repayment within seven days of any part of the price which has been paid or require the Supplier to replace the Goods in accordance with the Contract within seven days. The Company shall not be obliged to return to the Supplier any packaging or packing materials for the Goods, whether or not any Goods are accepted by the Company. The Company also reserves the right to claim the cost incurred by the Company in making good defects in the Goods in addition to any other right the Company has arising therefrom.
- 11.2 The Company shall not be deemed to have accepted the Goods until it has had seven days to inspect them following delivery. The Company shall also have the right to reject the Goods as though they had not been accepted for seven days after any latent defect in the Goods has become apparent.
- 11.3 If any Service is not performed in accordance with the Contract, the Company shall be entitled (but not bound) to treat the Contract as discharged and to require repayment within 7 days of any part of the price which has been paid or require the Supplier to re-perform the Service in accordance with the Contract within 7 days. The Company also reserves the right to claim the cost incurred by the Company in making

good any failure of defect in the performance of the Service in addition to any other right the Company has arising therefrom.

## **12 DEFECTIVE GOODS AND/OR SERVICE**

- 12.1 The Supplier will within 7 days replace any Goods proving in any way defective at any time within 15 months from the date of delivery or 12 months from the date of supply to the end user, whichever is the later, at the sole cost of the Supplier.
- 12.2 Without prejudice to any other right or remedy of the Company the Supplier will, at the Company's option, within 7 days of notification by the Company remedy any defect in or failure to perform the Service at the sole cost of the Supplier.
- 12.3 The conditions, warranties and remedies provided for in these Conditions shall be in addition to those implied by or available at law and shall exist notwithstanding the Company's acceptance of all or any part of the Goods or Service.

## **13 INSURANCE**

- 13.1 The Supplier shall effect and maintain with a reputable insurance company a comprehensive policy or policies of insurance providing full cover in respect of any default for which it may become liable to indemnify the Company under this Contract.
- 13.2 Where appropriate, the Supplier will hold professional indemnity insurance in the sum of £1 million at least in respect of any one incident, unless this is otherwise agreed in writing by the Company. The Supplier shall provide copies of any insurance certificates to the Company upon request including, without limitation, professional indemnity, employer's liability and public liability insurance.

## **14 RECORDS**

- 14.1 The Supplier shall maintain proper books, vouchers, accounts and records in respect of the Goods and/or Service at its place of business and shall make them available for inspection by the Company, its employees and agents at reasonable times during the Contract and thereafter for a period of two years from delivery of the Goods or performance of the Service, whichever shall be the later.
- 14.2 The Supplier shall also, when requested, provide oral or written explanations and all other reasonable assistance to representatives of the Company, the Secretary of State and any other relevant statutory authority for the purposes of the examination and certification of the Company's accounts and for the purpose of any examination of the economy, efficiency and effectiveness with which the College has used its resources.

## **15 INDEMNITY**

- 15.1 Without prejudice to the Company's other rights and remedies, the Supplier will indemnify the Company against all losses, liabilities, actions, demands, claims, costs, damages and expenses of any kind whatsoever and howsoever arising or arisen and whether direct, consequential or special, including without limitation any injury, loss or damage resulting from or arising out of or incidental to:

- 15.1.1 any negligence of the Supplier or any of its employees or agents;
- 15.1.2 the Supplier's performance of or failure to perform or breach of any of its obligations, whether express or implied, under the Contract;
- 15.1.3 any defect in any Goods or any claim under Part 1 of the Consumer Protection Act, 1987;
- 15.1.4 the Supplier's failure to deliver the Goods or perform the Service within the time specified;
- 15.1.5 any claim that the Goods and/or their sale and/or use infringes any intellectual property rights (including without limitation copyright, patent, trade mark, registered designs, or in respect of passing off) of any third party.

## **16 TERMINATION**

- 16.1 The Company 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 the Company may return or reject at the Supplier's risk and expense any Goods already delivered and all work on the Contract shall be discontinued. The Company shall pay to the Supplier the value of any Goods not so returned or rejected and fair and reasonable compensation for work in progress at the time of termination provided that such compensation shall not include loss of anticipated profits or any consequential loss.
- 16.2 The Company shall be entitled (without prejudice to any other rights and remedies available to it under these Conditions or otherwise) forthwith to terminate the Contract, to return or reject at the Supplier's risk and expense any Goods already delivered and to recover any monies paid by the Company in respect of any Goods and any additional expenditure incurred by the Company in any of the following events:
  - 16.2.1 if any Goods are not delivered within the time specified for delivery;
  - 16.2.2 if any Service is not performed within the time specified for performance;
  - 16.2.3 if the Supplier commits any breach of any contract between the Company and Supplier;
  - 16.2.4 without prejudice to the generality of the foregoing, if any Goods are defective or otherwise fail to conform to specification or sample or otherwise fail to meet the requirements of the Order or the quality and/or workmanship is not to the Company's reasonable satisfaction;
  - 16.2.5 if the Supplier commits an act of insolvency which shall be deemed to mean and include any one or more of the following:
    - the making of a voluntary arrangement by the Supplier with its creditors (within the meaning of the Insolvency Act 1986); or
    - the bankruptcy of the Supplier (being an individual or firm); or
    - the Supplier (being a company) becoming subject to an administration order; or
    - the liquidation of the Supplier (otherwise than for the purpose of amalgamation or reconstruction); or
    - an encumbrancer taking possession or a receiver being appointed of any of the property or assets of the Supplier; or
    - the Supplier ceasing or threatening to cease to carry on business; or

- the Company reasonably apprehending that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly;
- 16.3 if the Company becomes aware that the Goods and/or their sale and/or use infringe and/or are alleged to infringe the intellectual property rights (including without limitation copyright, patent, trade mark, registered designs or in respect of passing off) of a third party.
- 16.4 The termination of the Contract, however arising, shall be without prejudice to the rights and duties of the Company accrued prior to termination. The conditions which expressly or impliedly have effect after termination shall continue to be enforceable notwithstanding termination.

## 17 PROHIBITED ACTIVITIES

- 17.1 The Supplier shall not offer or give, or agree to give, to any member, employee or representative of the Company any gift or consideration of any kind as an inducement or reward for doing or refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of this or any other contract with the Company or for showing or refraining from showing favour or disfavour to any person in relation to this or any such contract. The attention of the Supplier is drawn to the criminal offences created by the Prevention of Corruption Acts 1889 to 1916.
- 17.2 The Supplier shall not enter into any Contract with any political or religious organisation if the effect of that Contract would be to promote a particular political or religious point of view.
- 17.3 The Supplier shall not hold itself out as acting on behalf of the Company without the Company's permission.

## 18 DATA PROTECTION

- 18.1 The Supplier shall ensure that it complies at all times with the provisions and obligations imposed by the Data Protection Act 1998 and the Data Protection Principles together with any subsequent re-enactment or amendment thereof in storing and processing personal data, and all personal data acquired by the Supplier from the Company shall be returned to the Company on request. The Supplier hereby acknowledges that performance by the Company of a duty imposed by the Act, shall not constitute a breach of any obligation in respect of confidentiality which may be owed to the Supplier. This clause shall not affect the Company's ability to make a search with a credit reference agency.

## 19 FREEDOM OF INFORMATION AND CONFIDENTIALITY

### 19.1 Definitions

**“Exempt Information”** means any information or class of information (including but not limited to any document, report, contract or other material containing information) relating to this Contract or otherwise relating to the Supplier which potentially falls within an exemption to FOIA (as set out therein).

- “FOIA”** means the Freedom of Information Act 2000 and all regulations made thereunder from time to time or any superseding or amending enactment and regulations, and words and expressions defined in the FOIA shall have the same meaning in this clause 19; and
- “FOIA notice”** means a decision notice, enforcement notice and/or an information notice.

## 19.2 Freedom of Information

19.2.1 The Supplier acknowledges and agrees that The Company is subject to legal duties under FOIA which may require the Company to disclose on request information relating to this Contract or otherwise relating to the Supplier.

19.2.2 The Supplier acknowledges and agrees that the Company is required by law to consider each and every request made under FOIA for information.

19.2.3 the Supplier acknowledges and agrees that all decisions made by the Company pursuant to a request under FOIA is solely a matter for and at the discretion of the Company.

19.2.4 Notwithstanding anything in this Contract to the contrary (including without limitation any obligations of confidentiality), the Company shall be entitled to disclose information in whatever form pursuant to a request made under FOIA, save that in relation to any information that is Exempt Information the Company shall use reasonable endeavours (but shall not be obliged) to consult the Supplier and shall not:

- confirm or deny that information is held by the Company; or
- disclose information requested

to the extent that in the Company's opinion the information is eligible in the circumstances for an exemption and therefore the Company may lawfully refrain from doing either of the things described in parts (a) and (b) of this Clause.

19.2.5 In relation to information relating to the Supplier or the Contract which the Supplier requests should be exempt under the FOIA the Contractor shall indemnify the Company for any and all costs (including legal fees) incurred by the Company in:

- assessing the application of any exemption under FOIA; and/or
- responding to any FOIA notice; and/or
- lodging any appeal against a decision of the Information Commissioner in relation to disclosure

where such costs are incurred pursuant to efforts by the Company to withhold Exempt Information.

19.2.6 The Company shall in no event be liable for any loss, damage, harm or detriment, howsoever caused, arising from or in connection with the disclosure under FOIA of any Exempt Information or other information whether relating to this Contract or otherwise relating to the Supplier.

19.2.7 The Supplier shall assist the Company as reasonably necessary to enable the Company to comply with its obligations under FOIA.

- 19.3 The Supplier shall treat as confidential all documents and information provided by the Company during or in connection with the performance of this Contract which contain Exempt Information. Such documents and information shall not be used by the Supplier except for the purposes for which they were made available and shall not be disclosed by the Supplier to any other person without the prior written consent of the Company. The Supplier shall use all reasonable endeavours to ensure that its employees and its sub-contractors are under a similar obligation of confidentiality in respect of the relevant documents and information. The above restriction shall not apply to information which:
- 19.3.1 is or has become part of the public domain other than as a result of a breach of the obligations of confidentiality under this Contract; or
- 19.3.2 is disclosed to sub-contractors contracted to deliver all or part of the Services.
- 19.4 The Company reserves the right to share information about the Supplier's performance under this Contract with the Department for Education and Skills and any other government department or government agency or other public body.
- 19.5 The provisions of this clause 18 will apply for the duration of the Contract and after its termination.

## **20 FORCE MAJEURE**

Neither party shall have any liability whatsoever for any failure to perform or for any delay in performance of any of its obligations under the Contract arising wholly or in part by reason of any factor beyond its direct control including (but without limitation) shortage of raw materials, components or services, Acts of God, war, national emergency, laws or regulation of any country, industrial dispute, civil commotion, fire, tempest or flood. If the performance is substantially prevented for a continuous period of six months by virtue of any of the aforesaid events, then either party may terminate this Contract by written notice to the other.

## **21 DISPUTES AND SET-OFF**

- 21.1 Any liability of the Company under the Contract shall be subject to and conditional upon the due performance and observance by the Supplier of all its obligations under these Conditions, and, subject to these Conditions, the Supplier shall not be entitled to withhold or delay supplying the Goods or performing the Service or exercise any right of set-off whatsoever and howsoever arising or arisen which might otherwise be available to it.
- 21.2 The Company may without notice set off any sums from time to time owed to the Supplier towards the satisfaction of all and any liabilities of the Supplier to the Company whether or not under this Contract.

## **22 GENERAL**

- 22.1 The Supplier shall not be entitled to assign the whole or any part of its rights and/or obligations under the Contract without the prior written consent of the Company.

Where the Company has consented to the placing of sub-contracts, the Supplier shall not be relieved of any obligation or duty attributable to it under the Contract or these Conditions and shall send copies of the sub-contract to the Company if requested to do so.

- 22.2 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant on this provision to the party giving the notice. A notice shall be deemed to have been received, in the case of a facsimile, upon transmission and, in the case of a letter, forty-eight hours after posting. In proving service by letter, it shall be sufficient to show that the envelope containing the notice was properly addressed and stamped and duly posted.
- 22.3 No waiver by the Company of any breach of the Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 22.4 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby unless such provision goes to the root of the Contract.
- 22.5 The Conditions shall constitute the entire agreement in relation to the sale of the Goods and no modification or waiver thereof shall be valid unless made in Writing expressly for the purpose and signed by an authorised officer of the Company and of the Supplier.
- 22.6 The Contract shall be governed by the laws of England and the Supplier agrees to submit to the non-exclusive jurisdiction of the English courts.
- 22.7 Nothing in this Contract shall have the effect of making the Supplier the servant of the Company. The Supplier (if any individual) represents that he is regarded by both the Inland Revenue and the Department of Social Security as self-employed and accordingly shall indemnify the Company against tax, national insurance contributions or similar impost for which the Company may be liable in respect of the Supplier by reason of this Contract.
- 22.8 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.

Every order notifies the supplier that the order is bound by these conditions and directs the supplier to the Foundation's website where the terms and conditions of trade can be found. A paper copy is also available.