

CONDITIONS OF CONTRACT

For the supply and delivery of Goods and/or Services

1. INTERPRETATION

In these Terms and Conditions the following expressions will have the following meanings unless inconsistent with the context:

"Contract"	the contract between TfN and the Provider for the provision of the Goods or Services formed in accordance with Condition 2
"TfN"	Transport for the North
"Goods"	any goods which the Provider supplies to TfN (including any of them or any part of them) under this Contract
"Order"	any purchase order of TfN for the Goods or Services incorporating these Terms and Conditions
"Provider"	the person(s), firm or company from whom TfN orders the Goods and/or Services
"Services"	any services which TfN receives from the Provider (including any part of them) under this Contract
"Terms and Conditions"	the standard terms and conditions of purchase set out in this document together with any special terms agreed in writing between the Provider and TfN as specified on the front of this order.

2. FORMATION

2.1 These Conditions of Contract shall only apply when the order for the supply and delivery of the Goods and / or Services described in this Purchase Order is not made pursuant to a written Contract or Agreement between the parties that has been executed by duly authorised persons. In such cases, the existing written Contract or Agreement shall govern the relationship between the parties and these Conditions of Contract shall have no effect.

2.2 Subject to the foregoing Condition 2.1 or any variation under Condition 10.7, the Contract will be upon these Terms and Conditions, to the exclusion of all other terms and conditions and all previous oral or written representations, including any terms or conditions which the Provider purports to apply under any acknowledgement or confirmation of order, quotation, specification, delivery note, invoice or similar document, whether or not such document is referred to in the Contract. Nothing in this **Condition 2.1** will exclude any liability which one party would otherwise have to the other party in respect of any statements made fraudulently.

2.3 Each quotation for the Goods or Services from the Provider will be deemed to be an offer by the Provider to sell the Goods or provide the Services upon these Terms and Conditions. All quotations provided by the Provider, including the price provision, will remain open for 90 days from its date. The Contract is only formed when a written acceptance of the quotation is served by TfN on the Provider. No contract will exist prior to service of such notice of acceptance.

2.4 The Provider may not cancel the Contract. TfN is entitled to cancel the Contract in whole or in part by giving written notice to the Provider at any time prior to delivery of the Goods or performance of the Services in which event TfN's sole liability will be to pay to the Provider fair and reasonable compensation for work-in-progress at the time of cancellation, but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.

3. SPECIFICATION

3.1 The quantity, quality and description of the Goods and/or Services will, be as specified in the Order and/or in any applicable specification supplied or advised by TfN to the Provider with or before the Order. Precise conformity of the Goods and/or Services with the Contract is of the essence. Any breach of this condition is deemed a material breach which is not capable of remedy under **Condition 8.1**.

3.2 TfN may at any time make changes in writing relating to the Order. If such changes result in an increase in cost of, or time required for, the performance of the Contract, an equitable adjustment will be made to the price, delivery schedule or both. Any such claim or adjustment must be approved by TfN in writing before the Provider proceeds with such changes.

4. PRICE AND PAYMENT

4.1 The price payable for the Goods and/or Services will be that stated in the Order and, unless otherwise stated in that Order, will be inclusive of any costs of packaging and carriage, VAT and any other applicable sales tax or duty. The price will be fixed for the duration of the Contract.

4.2 The Provider may invoice TfN for the Goods on or at any time after delivery, or for the Services on or at any time after performance quoting the number of the Order in each invoice, and TfN will pay the price of the Goods or the applicable value of the Services within 30 days of receipt of such invoice.

5. INSTALMENTS

The Provider shall deliver the Goods or perform the Services as specified in the Order save and to the extent that TfN agrees otherwise in writing, in which case the Contract will be construed as a separate contract in respect of each stage and payment will duly be apportioned appropriately between each and every stage.

6. DELIVERY

6.1 The Goods will be delivered to and the Services will be performed at the address stated in the Order during TfN's normal office hours on the date or within the period specified in the Order, or if no such period is specified then within 28 days of the Order.

6.2 Time for delivery of the Goods or performance of the Services will be of the essence.

6.3 TfN will not be deemed to have accepted the Goods until it has had 20 days to inspect them following delivery. TfN will also have the right to reject the Goods as though they had not been accepted for 10 days after any latent defect in the Goods has become apparent.

6.4 Risk in and ownership of the Goods will pass to TfN on delivery.

7. REMEDIES AND INDEMNITY

7.1 Without prejudice to any other right or remedy which TfN may have, if any Goods are not supplied in accordance with or the Provider fails to comply with any of the terms of the Contract, TfN will be entitled (but not obliged) to

avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods have been accepted by TfN:

7.1.1 to rescind the Order;

7.1.2 to reject the Goods (in whole or in part) and return them to the Provider at the risk and cost of the Provider on the basis of a full refund for the Goods so returned being paid forthwith by the Provider;

7.1.3 at TfN's option to give the Provider the opportunity at the Provider's expense either to remedy any defect in the Goods or to supply replacement goods and carry out any other necessary work to ensure that the terms of the Contract are fulfilled;

7.1.4 to refuse to accept any further deliveries of the Goods but without any liability to TfN;

7.1.5 to carry out at the Provider's expense any works necessary to make the Goods comply with the Contract; and

7.1.6 to claim such damages (whether resulting from direct, indirect or consequential loss (all three of which terms include, without limitation, loss of profit)) as may have been sustained in consequence of the Provider's breach of the Contract.

7.2 The Provider will indemnify, keep indemnified and hold harmless TfN from and against all costs (including the cost of enforcement), expenses, liabilities (including any tax liability), injuries, direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and like loss), damages, claims, demands, proceedings or legal costs (on a full indemnity basis) and judgements which TfN incurs or suffers as a consequence of a direct or indirect breach or negligent performance or failure in performance by the Provider of the terms of the Contract.

8. TERMINATION

8.1 TfN may by written notice terminate the Contract immediately if the Provider is in material breach of the Contract or enters into insolvency, bankruptcy, any arrangement with its creditors or any other arrangement or situation which has a like effect. Failure to deliver the Goods or perform the Services on the due date in accordance with **Condition 6.1** is a material breach of the terms of the Contract which is not capable of remedy.

8.2 The termination of the Contract, howsoever arising, is without prejudice to the rights; duties and liability of either the Provider or TfN accrued prior to termination. The conditions which expressly or impliedly have effect after termination will continue to be in force notwithstanding termination.

9. PROPERTY

9.1 All materials and equipment supplied by TfN to the Provider will at all times be and remain the exclusive property of TfN.

9.2 TfN authorises the Provider to use its intellectual property solely for the purpose of exercising its rights and/or performing its obligations under the Contract. The Provider will have no other rights whatsoever in respect of TfN's intellectual property rights.

10. GENERAL

10.1 Time for performance of all obligations of the Provider is of the essence.

10.2 Each right or remedy of TfN under any Contract is without prejudice to any other right or remedy of TfN under this or any other Contract.

10.3 If any condition or part of the Contract is found by any court, tribunal, administrative body or authority of competent jurisdiction to be illegal, invalid or unenforceable then that provision will, to the extent required, be severed from that Contract and will be ineffective, without, as far as is possible, modifying any other provision or part of the Contract and this will not affect any other provisions of the Contract which will remain in full force and effect.

10.4 No failure or delay by TfN to exercise any right, power or remedy will operate as a waiver of it, nor will any partial exercise preclude any further exercise of the same, or of any other right, power or remedy.

10.5 TfN may assign, delegate, license, hold on trust or sub-contract all or any part of its rights or obligations under the Contract.

10.6 The Contract is personal to the Provider who may not assign, delegate, license, hold on trust or sub-contract all or any of its rights or obligations under the Contract without TfN's prior written Consent.

10.7 Save as set out in the Contract, these Terms and Conditions may only be varied or amended in writing.

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

10.9 The formation, existence, construction, performance, validity and all aspects whatsoever of the Contract or of any term of the Contract will be governed by English law. The English Courts will have exclusive jurisdiction to settle any disputes which may arise out of or in connection with the Contract. The parties agree to submit to that jurisdiction.

10.10 Any notice in connection with the Contract will be in writing addressed to the other party at its registered office, or principal place of business and will be delivered by hand, or first class or special delivery post. The notice will be deemed to have been duly served, if delivered by hand, when left at the proper address for service, or if by pre-paid, first-class post or special delivery post, 48 hours after being posted.

11. CONFIDENTIALITY AND PUBLICITY

11.1 Save as compelled by law, the Provider shall not, during the performance of the Services, or following termination (howsoever arising) of this Contract, disclose to any third party any confidential or commercially sensitive information of any kind whatsoever relating to the business of TfN and shall use reasonable endeavours to prevent their employees and agents from making any such disclosure to any third party.

11.2 Save as provided herein, the Provider shall not, without TfN's express permission, disclose by way of press release or other form of publicity any information of any kind whatsoever relating to this Contract.

11.3 For the avoidance of doubt TfN shall be entitled to disclose such information, from time to time, as may be required by law.