**BLUE ORCHID ENTERPRISE SOLUTIONS LTD**

**Standard Terms and Conditions for Good and Services (Purchase Orders and Quotations)**

**1. GENERAL**

Except where condition 20 applies these terms and conditions apply to every order placed by Blue Orchid with any individual, firm or company ("the Supplier"). No terms or conditions in or attached to any catalogue, invoice or other sales literature or document or tender or dispatch/delivery advice note of the Supplier which are inconsistent with these terms and conditions or which purport to add to or vary them in any way shall have any effect unless expressly accepted by Blue Orchid in writing. In the absence of such acceptance the Supplier shall be deemed to have withdrawn or waived his terms or conditions and to contract solely on the basis of Blue Orchid’s, and acceptance of any goods and/or services shall not constitute or be deemed to constitute acceptance by Blue Orchid of the Supplier's terms or conditions. The contract shall commence and the Supplier will be contractually bound upon the despatch of a purchase order by Blue Orchid.

**2. OFFER AND ACCEPTANCE**

The Purchase Order constitutes an offer by Blue Orchid to purchase Goods and/or Services from the Supplier in accordance with these Terms and Conditions. The offer shall be deemed to be accepted by the Supplier on the earlier of:

* the Supplier issuing written acceptance of the Purchase Order; or
* any act by the Supplier consistent with fulfilling the Purchase Order,

at which point and on which date a contract (the “Contract”) shall become effective (the “Effective Date”).

**3. PRICE**

The price to be paid for the goods and/or services is set out in the purchase order. No variation of such price shall be effective unless agreed in writing between the Supplier and Blue Orchid.

**4. CONFORMITY TO PURCHASE ORDER**

The goods and/or services supplied or performed under the contract shall:

* conform as to the quantity, type, sort, quality and description;
* be fit for the purpose made known to the Supplier expressly or by implication and in this respect Blue Orchid shall rely on the Supplier’s skill and judgement;
* be new (unless otherwise specified in the purchase order) and of sound materials and skilled and careful workmanship; and
* comply with any current legislation and standards specified and where no standard is specified comply with the relevant British Standards or equivalent.

If the goods and/or services do not so comply Blue Orchid is entitled at its option either to return the goods at the risk of the Supplier and reject the goods and/or services and require the Supplier to re-perform the services or accept the whole or part of the goods and/or services supplied by the Supplier but without prejudice to any rights of Blue Orchid to claim compensation or damages for loss or damage suffered as a result of such failure to comply.

**5. SUPPLY OF GOODS**

* All goods ordered by Blue Orchid shall be delivered or performed at the cost of the Supplier.
* Failure to deliver the goods or perform the services on the date specified on the purchase order shall entitle Blue Orchid to cancel the contract without notice.

**6. SUPPLY OF SERVICES**

The Supplier shall provide the Services set out in the Purchase Order. In performing the Services the Supplier will be an independent contractor and nothing in the Contract shall render the Supplier, or any of its staff, an employee, worker, agent or partner of Blue Orchid and the Supplier (and shall procure that anyone providing the Services) shall not hold itself out as such.

The Supplier shall perform the Services:

* with reasonable care and diligence;
* in accordance with industry best practice and using the best available techniques and standards;
* using staff who have appropriate skills, qualifications and experience;
* using the appropriate number of staff;

in compliance with all applicable laws and regulations and all necessary licences and to the reasonable satisfaction of Blue Orchid.

-The Supplier shall provide all plant, equipment and materials necessary for the performance of the Services except as otherwise agreed with Blue Orchid. All plant, equipment and materials shall be at the Supplier’s risk. The Price shall include the costs of haulage of plant, equipment and material to Blue Orchids Premises and their removal and ‘making good’ Blue Orchid’s premises after removal after the Services are complete.

-The Supplier shall not place or cause to be placed any orders with third parties or otherwise incur any liabilities to third parties in the name of Blue Orchid without the prior written consent Blue Orchid.

-The Supplier shall carry out the Services for the period and/or in accordance with the timescales set out in the Purchase Order. Unless the Purchase Order provides otherwise, the time of delivery of the service is of the essence in this Contract and any failure to deliver the service by the date (or at the time) given in the Purchase Order shall entitle Blue Orchid to give the Supplier notice terminating the Contract with immediate effect.

-Blue Orchid may by written notice require the Supplier to execute the Services in such order as Blue Orchid may reasonably decide. In the absence of such notice the Supplier shall submit such detailed programmes of work and progress reports as Blue Orchid may from time to time require.

-The Supplier shall notify the Blue Orchid immediately if it becomes aware of any event that it believes is likely to delay or impede the performance of the Services.

-In the event that the Supplier fails to meet a date or dates set out in the Purchase Order it shall, on the request of Blue Orchid, and without prejudice Blue Orchid’s other rights and remedies, arrange to provide all such additional resources as are necessary to fulfil its obligations at no additional cost to Blue Orchid.

-Blue Orchid may at any time reject the Services or anything delivered as part of the Services which in the reasonable view of Blue Orchid does not comply with the Purchase Order or these Terms and Conditions in any material way.

-If the Supplier fails to correct the faults which caused the notice of rejection to be issued to the reasonable satisfaction of Blue Orchid within 7 days, Blue Orchid shall be entitled to terminate this Contract or any part of the Services.

**7. INVOICES, PAYMENT AND SET OFF**

* Detailed priced invoices, which shall be valid VAT invoices, shall be sent by email to **P2P@blueorchid.co.uk** or by first class post to Blue Orchid at the address detailed in the purchase order. Invoices shall be sent immediately after delivery of goods is made or completion of the services and shall bear Blue Orchid’s purchase order number. Invoices in advance of delivery are not acceptable and will be returned to the Supplier.
* Payment for goods and/or services provided shall always default to our standard terms of 30 days after the receipt of a valid invoice from the Supplier, unless other terms are specifically agreed in writing by both parties at the point of contract.
* Blue Orchid may set off against any sums due to the Supplier whether under this contract or otherwise any lawful set off or counterclaim to which Blue Orchid may at any time be entitled.
* Blue Orchid pay suppliers by Bank Transfer. New Suppliers will be required to submit necessary details in order to validate company and banking arrangements. Failure to complete and return these documents will prevent payment to you within terms stated here.
* Each Supplier Invoice must quote the Purchase Order Reference Number and **include the specification text written on the Purchase Order**, which may include a Project Name as well as the goods/services to be provided. Failure to include this information will slow down the processing of your order or the rejection of the invoice until proper referencing and specification details are included on the invoice.

**8. INDEMNITY AND INSURANCE**

The Supplier shall hold and keep Blue Orchid fully indemnified from and against all actions, costs, claims, demands, and liability whatsoever in respect of any injury or damage to persons or property due to or arising out of the performance of the contract or any breach by the Supplier of these terms and conditions or any terms or obligations implied by law or any other relevant statutory provision as may be in force from time to time. The Supplier shall at all times have sufficient insurances in place and provide written evidence to the Blue Orchid upon request.

**9. FORCE MAJEURE**

Notwithstanding anything contained in these terms and conditions neither Blue Orchid nor the Supplier shall be liable for any loss damage or expense suffered or incurred by the other party if by reason of fire accident wars strikes lockouts or any restriction or prohibition imposed by the Government or any duly authorised authority which could not reasonably have been prevented or avoided by Blue orchid or the Suppliers as the case may be, either

(a) Blue Orchid is prevented from or delayed in accepting delivery of any goods and/or services or any part of the goods and/or services or in paying for the same or any part thereof at the due time or

(b) The Supplier is prevented from or delayed in the supply of any goods and/or services ordered by Blue Orchid.

**10. CONFIDENTIALITY**

The Supplier shall treat all confidential information belonging to Blue Orchid as confidential and safeguard it accordingly; and shall not disclose any confidential information without the prior written consent of Blue Orchid.

**11. WAIVER**

No delay, neglect or forbearance on the part of either party in enforcing against the other party any term or condition of the contract shall either be or be deemed to be a waiver or in any way prejudice any right of that party under this contract.

**12. CHANGE CONTROL**

There shall be no change to the amount of or description of the Goods and/or Services or the Price unless Blue Orchid has issued a new purchase order in substitution for the Purchase Order. These Terms and Conditions shall apply to any new purchase order and the new purchase order shall become the “Purchase Order” for the purpose of this Contract from the moment it is received by the Supplier.

This Contract may not be varied or amended unless the variation or amendment is in writing and agreed by both Blue Orchid and the Supplier.

**13. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

Unless the right of enforcement is expressly granted, it is not intended that a third party should have a right to enforce a provision of this contract pursuant to the Contracts (Rights of Third Parties) Act 1999. The parties may rescind or vary this contract without the consent of a third party to whom an express right to enforce any of its terms has been provided.

**14. TERMINATION**

If at any time after the commencement of the contract the Supplier shall commit an act of bankruptcy or in the case of a Limited Company call a meeting of its creditors then Blue Orchid shall be entitled to treat the contract as repudiated and cancelled in respect of any goods and/or services not delivered in accordance with the terms of the contract. If the Supplier breaches any terms of this contract Blue Orchid may (if the breach is capable of remedy) give the Supplier notice of the breach and the Supplier shall remedy the breach within 7 days from receipt of notice of the breach. If the Supplier fails to remedy the breach or if the breach is not capable of remedy Blue Orchid may terminate the contract with immediate effect.

**15. SUB-CONTRACTING AND ASSIGNMENT OF LIABILITY**

The Supplier shall not sub-contract or assign or transfer this contract from Blue Orchid or the benefit of this contract to any third party except with the consent in writing of Blue Orchid.

**16. ENFORCEABILITY**

If any provision in this contract shall in whole or in part be held to any extent to be unlawful or unenforceable under any enactment or rule of law, the remainder of the provisions shall stand in full force and effect.

**17. OBSERVANCE OF STATUTORY REQUIREMENTS**

The Supplier shall comply with all statutes, orders, regulations or bye laws applicable to the performance of this contract , including health and safety, and shall indemnify Blue Orchid against any losses, claims or liabilities, expenses, proceedings or otherwise as a result of the Supplier's non compliance with the same.

**18. NOTICES**

Any notification by either party to the other under the contract shall be in writing, delivered by first class post, by fax or e-mail to the other party at the address shown in the purchase order. All notices shall be deemed duly given on the day of posting or if sent by fax or e-mail immediately when the notice is transmitted.

**19. PROPER LAW**

This contract shall be subject to and construed in accordance with English Law and the parties submit to the jurisdiction of the English Courts.

**20. TERMS AND CONDITIONS SPECIFIED UNDER A TENDER OR QUOTATION EXERCISE OR OTHER CONTRACT WILL OVERRIDE THESE TERMS AND CONDITIONS**

These terms and conditions will apply unless Blue Orchid specifies different terms and conditions in its tender or quotation documentation or some other contract entered into by the parties. If different terms and conditions are specified by Blue Orchid those terms and conditions will override these purchase order terms and conditions and will apply instead of these.