

		7.2	Without prejudice to the other rights of BRCS for breach of these Conditions by the Supplier, where any of the Goods supplied to BRCS are not in accordance with the Contract, the Supplier shall at the option of BRCS forthwith upon notice being given either repair or replace such Goods. If it is necessary to open up or dismantle any other works or assemblies to permit such repair or replacement then the Supplier shall bear all such costs of opening up, dismantling and of re-assembly and making good after repairs replacements and testing of such Goods have been completed to BRCS's satisfaction.
	Conditions of Purchase		
1.	Definitions	8.	Assignment
	In these Conditions the following definitions shall apply:-		The Supplier shall not assign or sub-contract the Contract or any part of it without the prior written approval of BRCS. The Supplier shall be liable and remain liable for all of its obligations pursuant to the Contract, irrespective of whether BRCS has consented to the Supplier sub-contracting such obligations to a third party.
	"BRCS"	9.	Confidentiality and Advertising
	means The British Red Cross Society registered charity number 220949 in England and Wales and number SC037738 in Scotland, incorporated by Royal Charter under the laws of England and Wales and having its registered office at 44 Moorfields London EC2Y 9AL.	9.1	The Order and all documents and information issued by BRCS to the Supplier are confidential and their use and disclosure must be strictly confined to the Supplier and its employees and agents as they need to know the same for the purpose of discharging the Supplier's obligations to BRCS and BRCS shall ensure that such employees and agents are subject to like obligations of confidentiality as bind the Supplier under these Conditions.
	"these Conditions"		The Supplier, its employees and agents shall not reveal to any third party or publish any photograph, article, advertisement, press release, catalogue or any other form of communication announcing or indicating that Goods and/or Services are supplied to BRCS without the prior written authorisation of BRCS.
	"this Contract"	9.2	The Supplier will not advertise, display or sell to any third party, Goods and/or Services which have been supplied to BRCS pursuant to an exclusive supply arrangement in accordance with clause 16.
	"Delivery"		Applicable legislation
	means delivery of the Goods to the Delivery Address and in the case of Services means the supply of the Services at the Delivery Address.	10.	The Supplier warrants that the Goods and/or the provision of the Services shall comply with all applicable laws and regulations in England and all applicable laws and regulations in the country of Delivery or the country of use (if different) and as advised by BRCS and in particular those concerning:-
	"Delivery Address"	10.1	10.1.1 The manufacture, packaging, packing and delivery of the Goods;
	means the place designated on the Order for Delivery or such other place as agreed in writing between the parties prior to the despatch of the Goods and/or the supply of the Services.	10.2	10.1.2 The quality, marking, labelling, safety and use of the Goods;
	"Delivery Date"		10.1.3 Health and safety at work; and
	means the date for Delivery specified in the Order or such other date as agreed in writing between the parties.	10.3	10.1.4 Intellectual Property Rights whether in connection with the sale or resale of the Goods, the importation or exportation of the Goods or the provision of the Services.
	"the Goods"	10.4	The Supplier shall notify BRCS as soon as it becomes aware of any health and safety hazard issues which arise in relation to the Services.
	means the Goods specified in the Order.	11.	Risk and Property
	"Intellectual Property Rights"	11.1	Unless the Order otherwise specifies the Goods shall remain at the Supplier's risk until they have been accepted by BRCS in accordance with the Contract.
	means all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to use for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.	11.2	Unless the Order otherwise specifies the property in the Goods shall pass to BRCS upon Delivery, unless payment for the Goods is made prior to Delivery when it shall pass to BRCS once payment has been made.
	"the Order"	12.	Injury and Damage
	means BRCS Purchase Order for the Goods and/or the supply of Services, incorporating these Conditions.	12.1	Where the Order involves work to be performed by the Supplier's employees on the premises of BRCS, the Supplier shall fully indemnify and keep indemnified BRCS, BRCS servants and BRCS agents against all claims arising out of the operations undertaken by the Supplier in pursuance of the Order or incidental thereto in respect of:
	"the Price"		12.1.1 Personal injury, including death and industrial disease, sustained by any employee of the Supplier or BRCS or any third party; and
	means the price for the Goods and/or Services specified in the Order.		12.1.2 Loss or damage to the property, equipment or tools of the Supplier, the Supplier's employees, BRCS or any third party.
	"the Supplier"		Intellectual Property
	means the Supplier named in the Order	13.	Any drawings, specifications and data supplied by BRCS to the Supplier, or specifically produced by the Supplier for BRCS shall at all times be and remain the exclusive property of BRCS together with the materials, equipment, tools, dies, moulds, copyright, design rights or any other form of Intellectual Property Right.
	"the Services"		The Supplier shall procure that any artwork, film, mould, die, pattern, tool or other original material used in the production of Goods or the performance of the Services and paid for by BRCS shall:
	means the Services specified in the Order	13.1	13.1.1 be the property of BRCS;
2.	Basis of Purchase	13.2	13.2.2 not be sold, destroyed, or otherwise disposed of, other than in accordance with the prior written instruction of BRCS or used for any purpose other than orders placed by BRCS or otherwise agreed by BRCS in writing;
2.1	Subject to any variation pursuant to clause 2.4 below, these Conditions shall govern the Contract, to the exclusion of all other terms and conditions including any terms and conditions which the Supplier may purport to apply under any sales offer or similar document.	13.3	13.2.3 be held by the Supplier in safe custody at its own risk and maintained and kept in good condition by the Supplier until returned to BRCS.
2.2	The Supplier shall accept the Order by communicating its acceptance in writing to BRCS within [7] days of receipt of the Order.		Unless agreed to the contrary in writing, the parties agree that all artwork, film, dies, patterns, tools and original material have been paid for by BRCS and are included in the Price.
2.3	Unless acceptance occurs at an earlier date in time in accordance with clause 2.2 above, Delivery shall be deemed conclusive evidence of the Supplier's acceptance of these Conditions.	13.4	BRCS shall be sole owner of any original material used in the production of Goods or the performance of the Services.
2.4	Any variation of these Conditions (including any special terms agreed between the parties) shall be inapplicable unless agreed in writing by BRCS.	13.5	BRCS requires that, unless otherwise agreed in writing, the original material shall be returned by the Supplier to BRCS upon request.
2.5	The rights, remedies and obligations set out in these Conditions are in addition to and without prejudice to any rights, remedies or obligations implied by law.	13.6	The Supplier assigns to BRCS, with full title guarantee and free from all third party rights, the Intellectual Property Rights and all other rights in the products of the Services.
3.	Quality	13.7	The Supplier shall, promptly at the request of BRCS, do or procure all such further acts and things and the execution of all such other documents as BRCS may from time to time require for the purpose of securing for BRCS the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights and all other rights assigned to BRCS in accordance with this clause 13.
3.1	The Supplier warrants that the Goods shall be of the best available design, of the best quality, material and workmanship, shall be fit and suitable for the purpose intended, shall meet or exceed any specification which has been supplied and be without fault and conform in all material respects with the Order and specification and/or patterns supplied or advised by the Supplier.	14.	Packaging
3.2	The Supplier warrants that it will perform the Services with the best care and skill and in accordance with generally recognised commercial practices and standards in the industry for similar services.		Unless otherwise provided in the Order, all containers (including packing cases, boxes and wrappings) supplied by the Supplier shall be non-returnable and their cost shall be included in the Price.
3.3	The Supplier acknowledges that BRCS has made the Supplier aware of the particular purpose for which the Goods and/or Services are being supplied and the manner in which they are intended to be used and that BRCS is relying on the Supplier's skill and judgment.	15.	Variation
3.4	The Supplier warrants that the Goods and/or Services shall comply with all statutory requirements and regulations relating to the sale of goods and/or the supply of services including without limitation the Sale of Goods Act 1979 and the Supply of Goods and Services Act 1982.		No variation shall be made to the specification or description of the Goods and/or Services set out in the Order without prior notification to and prior written approval from BRCS.
3.5	The Supplier shall not unreasonably refuse any request by BRCS to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party at which the Goods are being manufactured, and the Supplier shall provide BRCS with or shall ensure that BRCS is provided with all facilities reasonably required for inspection and testing.	16.	Exclusivity of Supply
3.6	If the results of such inspection or testing cause BRCS to be of the opinion that the Goods do not conform or are unlikely to conform with the Order or to any specification and/or patterns supplied or advised by the Supplier, BRCS shall inform the Supplier and the Supplier shall immediately take such action as is necessary to ensure conformity. In addition, BRCS shall, at no cost, have the right to require and witness further testing and inspection.	16.1	All Goods supplied to BRCS are subject to an exclusive or non-exclusive condition of purchase.
3.7	Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not diminish or otherwise affect the Supplier's obligations under the Contract.		(a) Where the Order indicates "Exclusive Supply" the Goods are designed solely by or for BRCS. This includes all Goods displaying the Red Cross/Red Crescent emblem(s) and/or the words "British Red Cross" or "Red Cross/Crescent". The items referred to in any such Order may only be supplied to BRCS and must not be supplied to any other person, firm or company in any form without prior written consent from BRCS.
3.8	BRCS may reject any Goods and terminate the Contract without liability if any inspection reveals that the Goods do not comply with any specification or the provisions of this Clause 3.	16.2	(b) Where the Order does not indicate the type of supply then Goods are supplied on the basis of "Non-Exclusive Supply". The Goods referred to in the Order are of a type which can be considered to be freely available commercially and BRCS does not claim exclusivity in the purchase of the Goods. The Supplier agrees that it shall not supply these Goods to other purchasers at a lesser Price.
4.	Delivery	17.	Identification, Supplier and Origin
4.1	Delivery shall be made on the Delivery Date. If there is no Delivery Date, Delivery shall be made within 28 days from the date of the Order during BRCS's usual business hours. The Delivery Date is of the essence.		Unless required by law, the Goods shall not be marked in any way with the name, trade mark or other identifying symbol of the Supplier unless agreed in writing by BRCS. The country of origin shall only be stated on the Goods if required by law.
4.2	If the Supplier fails to deliver in accordance with the Contract, without prejudice to clause 7, BRCS may:	18.	Force majeure
4.2.1	Reject any or all of the Goods and/or Services and terminate the Contract. In this event, the Supplier shall promptly collect any or all of the Goods which have been delivered;	18.1	Neither party shall be liable for any default under the Contract due to circumstances beyond its reasonable control including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, acts of sabotage or subversive activity, fire, flooding, explosion or other catastrophes and lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce).
4.2.2	Where Delivery of a quantity of Goods which corresponds with the Contract is less than the agreed quantity has been tendered and BRCS has not exercised its rights of termination under clause 4.2.1 above, BRCS may accept the Goods which do correspond with the Contract and recover for the Supplier's breach in respect of the failure to deliver the remainder of the Goods;	18.2	If the Supplier's failure to perform the Contract is due to any of the foregoing reasons BRCS may obtain the Goods and/or Services elsewhere and the amount of the Goods and/or Services comprised in the Order shall be reduced accordingly by the amount of the Goods and/or Services purchased by BRCS elsewhere during the period of such failure of supply by the Supplier.
4.2.3	Where Delivery of a quantity of Goods which corresponds with the Contract in excess of the quantities ordered, BRCS shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.	19.	The Emblem of the Red Cross
4.2.4	Require the Supplier to repair or replace the non-conforming Goods and/or Services and deliver Goods and/or Services which do correspond with the Contract; or	20.	The emblem of the BRCS, when required to be incorporated in the Goods must always be shown in red with a white outline in close association with the words "British Red Cross" or similar in a standard format (unless agreed in writing to the contrary). The emblem must always be shown correctly with the vertical and horizontal arms of the same length on, and completely surrounded by, a white ground. The Supplier will have responsibility for producing the emblem correctly and BRCS will have the right to reject any and all Goods and Services which do not show the emblem correctly. For the avoidance of doubt, the Supplier shall not use the emblem of the BRCS without prior written consent.
4.3	For the avoidance of doubt, signature of a delivery note shall not constitute or imply acceptance by BRCS.	20.1	Termination
4.4	BRCS may exercise the rights set out in clause 4.2 by notice to the Supplier.		BRCS shall be entitled to cancel the Contract in respect of all or part only of the Goods and/or Services by giving notice to the Supplier at any time prior to Delivery. Upon such notice:
4.5	The Supplier upon receiving the notice referred to in clause 4.3 relating to clause 4.2.4 shall repair or replace the Goods and/or replace the Services free of charge and due delivery of the Goods and/or Services shall not be deemed to have taken place until the repaired or replaced Goods and/or the replaced Services have been delivered by the Supplier to BRCS. BRCS reserves the right to hold any damaged Goods at the Supplier's risk or return them at the risk and expense of the Supplier.	20.1.1	The Supplier shall cease to be bound to deliver and BRCS shall cease to be bound to receive Delivery, and
4.6	Where BRCS agrees in writing to accept Delivery by instalments, the Contract shall be construed as a single contract in respect of each instalment. Nevertheless, failure by the Supplier to deliver any one instalment shall entitle BRCS at its option to treat the whole Contract as repudiated.	20.1.2	BRCS's sole liability shall be to pay to the Supplier the Price less the Supplier's net saving of cost arising from cancellation.
4.7	If the Goods and/or Services are not delivered on the Delivery Date, without prejudice to any other remedy to which BRCS may be entitled, BRCS may:	20.2	Without prejudice to the rights to terminate the Contract set out in these Conditions, BRCS shall be entitled to terminate the Contract without liability to the Supplier by giving notice to the Supplier at any time if:
4.6.1	Deduct from the Price or if BRCS has paid the Price, to claim from the Supplier by way of liquidated damages for delay 0.1% of the Price per day or part day;	20.2.1	The Supplier commits a material breach of any of the terms and conditions of the Contract;
4.6.2	Determine the Contract in respect of the undelivered Goods and/or Services and of any Goods and/or Services already delivered and return to the Supplier at the Supplier's risk and expense all or any of the Goods already delivered and recover from the Supplier any monies paid by BRCS in respect of such Goods and/or Services. BRCS may recover from the Supplier any additional expenditure incurred by BRCS as a result of the failure of the Supplier to deliver on the Delivery Date;	20.2.2	The Supplier has a winding up petition presented against it or enters into liquidation whether compulsory or voluntary (except for the purposes of bona fide reconstruction or amalgamation) or compounds with or makes any arrangement with its creditors or makes a general assignment for the benefit of its creditors, or if it has a receiver, manager, administrative receiver or administrator appointed over the whole or substantially the whole of its undertaking or assets, or if it has an administration petition presented or administration application made against it or a notice of intention to appoint an administrator has been given to any person or if it ceases or threatens to cease to carry on its business, or make any material change in its business.
4.6.3	If the Goods or Services are incorrectly delivered the Supplier will pay any additional expense incurred in re-delivering them to the Delivery Address.	20.2.3	BRCS reasonably apprehends that any of the events mentioned above is about to occur in relation to the Supplier and notifies the Supplier accordingly.
4.7	BRCS shall not be deemed to have accepted any part of the Goods and/or Services until after BRCS has actually inspected the Goods and/or Services and ascertained that they are in accordance with the Contract.		Indemnity
4.8	BRCS may at its sole option, and whether or not BRCS has previously required the Supplier to repair and/or replace the Goods or replace the Services, reject any Goods and/or Services which are not in accordance with the Contract until a reasonable time after such inspection. BRCS may set off the Price against any payment due to the Supplier (whether under the Contract or otherwise). Unless within a reasonable time of receipt of notice of rejection the Supplier collects the Goods, BRCS may dispose of them as BRCS thinks fit (provided that if BRCS sells any Goods, BRCS shall account to the Supplier for the net proceeds of such sale).	21.	The Supplier shall indemnify and keep BRCS indemnified in full against all liabilities, losses, damages, costs, claims and expenses (including all legal fees on a full indemnity basis) awarded against or paid by BRCS including, for the avoidance of doubt, all consequential loss, incurred by BRCS as a result of a breach of any of the terms of this Contract by the Supplier.
4.9	BRCS shall also have the right to reject the Goods and/or Services as though they had not been accepted for 30 days after any latent defect in the Goods and/or Services has become apparent.	22	Notices
5.	Price	22.1	Any notice to be served by either of the parties shall be sent by pre-paid recorded delivery or registered post or by facsimile transmission to that other party at its registered office or principal place of business or such other address that may at the relevant time have been notified to the party giving notice.
5.1	The Price shall be as stated in the Order and, unless otherwise agreed shall be:	22.2	Notice served pursuant to clause 22.1 shall be deemed to have been received within 72 hours of posting or 24 hours if sent by facsimile transmission to the correct number of the addressee.
5.1.1	Exclusive of any applicable VAT (which shall be payable by BRCS upon receipt of a VAT invoice); and	23.	Waiver
5.1.2	Inclusive of all charges for packaging, packing, freight, insurance and Delivery and any duties, imposts or levies other than VAT.		No waiver by BRCS of any breach of this Contract by the Supplier shall be considered as a waiver of any subsequent breach or default of the same or any other provision and shall in no way affect the other terms of the Contract.
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 written consent of BRCS.	24.	Severance
6.	Terms of Payment		If any provision of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of the Contract and the remainder of the provision in question shall not be affected thereby.
6.1	The Supplier shall be entitled to invoice BRCS on or at any time after Delivery.	25.	Dispute Resolution
6.2	Unless otherwise stated in the Order, BRCS shall pay the Price within 30 days after the end of the month of:	25.1	In the event of any dispute arising under the Contract, the parties agree to seek first to resolve it by mutual negotiations or failing that through a settlement in accordance with the Centre for Dispute Resolution ("CEDR") Model Mediation Procedure.
6.2.1	Acceptance of the Goods and/or Services by BRCS, or	25.2	The place of the mediation shall be in London, England. Any such mediation shall be conducted in English and any settlement agreement entered into by the parties pursuant to the mediation shall be written in the English language.
6.2.2	Receipt by BRCS of an invoice.	25.3	To initiate mediation, a party must give notice in writing ("ADR Notice") to the other party to the dispute requesting mediation. A copy of the request should also be sent to CEDR.
	Whichever is the later. Time for payment shall not be of the essence of the Contract.	25.4	If the dispute is not resolved within [60] days (or such other period as the parties may agree in writing) of the giving of the ADR Notice, or if one of the parties refuses to participate in mediation, either party may require that the Dispute be referred to and finally resolved in accordance with clause 26.
6.3	BRCS shall be entitled to set off against the Price any sums owed to BRCS by the Supplier under the Contract or otherwise.	26.	Governing Law and Jurisdiction
6.4	If BRCS pays in advance for any Goods and/or Services the Supplier shall pay all such monies into a separate bank account named "The British Red Cross Society: Trust Account" and shall only be entitled to draw down monies from such bank account in respect of Goods and/or Services which have been delivered to, and accepted by, BRCS in accordance with the Contract. All interest that accrues to such bank account shall belong to BRCS and shall be payable to BRCS within 10 days of the end of each calendar month in cleared funds to <i>insert BRCS bank details</i> . If any payment falls due on a day which is Saturday, Sunday or other day on which banks are not open for ordinary banking business, such payment shall be made the following day. The Supplier shall provide BRCS with evidence that the bank account referred to in this clause 6.4 has been established.		The Contract shall be governed by the laws of England and the parties shall, subject to any mediation procedure entered into pursuant to clause 25 above, submit to the exclusive jurisdiction of the English courts.
7.	BRCS's Remedies after Delivery		
7.1	If BRCS terminates the Contract after Delivery pursuant to clause 4.2, the Supplier shall return to BRCS all payments already made for the rejected Goods and/or Services. Where upon termination BRCS has elected to keep or take some of the Goods and/or Services, BRCS shall account to the Supplier for them at the proportion of the Price or at their value to BRCS, whichever is the lower, but otherwise no compensation shall be payable to the Supplier on termination or rejection.		