

CENTRAL SURREY HEALTH LIMITED  
TERMS AND CONDITIONS FOR PURCHASE OF GOODS AND  
ANCILLARY SERVICES

**1 Definitions and Interpretations**

- 1.1 In these Conditions unless the context otherwise requires:  
"Conditions" means these terms and conditions and any special terms and conditions agreed in writing between CSH and the Supplier;  
"Contract" means any contract between CSH and the Supplier for the purchase of Goods and/or Services;  
"CSH" means Central Surrey Health Limited Registered in England No.05700920 whose registered office is at Ewell Court Clinic, Ewell Court Avenue, Ewell, Epsom KT19 0DZ;  
"Goods" means the goods (including any part or parts of them) which the Supplier is to provide to CSH pursuant to an Order in accordance with these Conditions;  
"Goods Legislation" means any applicable statute, statutory rule, order, directive, regulation or other instrument having force of law (including any directive or order promulgated by any competent supra-national body), all British and European standards, UKAS (United Kingdom Accreditation Service) and all other legislation for the time being in force relating without limitation to the manufacture (including raw materials or chemicals used in the production process), packaging, delivery, carriage, storage, installation and use of the Goods;  
"Intellectual Property" means any patent, registered design, copyright (including rights in software), design right, database right, moral right, trade mark, service mark, domain name, rights in confidential information and all similar property rights anywhere in the world in each case whether registered or not and including any application for registration of the foregoing;  
"Order" means any order from CSH to the Supplier for the supply of Goods or Services in such form as CSH may determine from time to time including any Order printed overleaf;  
"Services" means the services which the Supplier is to provide to CSH pursuant to the Order in accordance with these Conditions;  
"Specification" means CSH's specifications or stipulations for the Goods and/or Services notified in writing to the Supplier; and  
"Supplier" means the person, firm or company to whom the Order is addressed.

1.2 The headings to clauses are inserted for convenience only and shall not affect the interpretation or construction of these Conditions.

1.3 Words importing the singular shall include the plural and vice versa. Words importing a gender include every gender and references to persons include an individual, company, corporation, firm or partnership.

**2 Basis of Contract**

2.1 The Contract will be subject to these Conditions to the exclusion of all other terms and conditions (including without limitation any terms or conditions which the Supplier purports to apply under any quotation, order, acknowledgement or any other document issued by the Supplier).

2.2 The Order is an offer made by CSH to the Supplier and the Contract shall come into effect upon acceptance of the Order by the Supplier. Unless previously withdrawn by CSH, Orders shall be deemed accepted if not rejected by the Supplier by notice in writing within seven (7) days of their date. The Order number must be quoted on all correspondence and all invoices relating to such Order.

2.3 No Order shall be capable of acceptance by the Supplier unless it is in writing on CSH's official order form and is signed by an authorised representative on behalf of CSH.

**3 Delivery**

3.1 Delivery of the Goods shall, at the Supplier's own cost and risk, take place in accordance with CSH's delivery instructions whether given in the Order or separately or if no such instructions are given then at CSH's address as set out in Condition 1.1 above. The Supplier shall ensure that each delivery is clearly marked in accordance with the Specification and/or the Order and shall unload the Goods in accordance with the delivery instructions.

3.2 CSH shall not be obliged to return to the Supplier any packaging materials for the Goods.

3.3 Time of delivery is of the essence of the Contract. CSH shall be under no obligation to accept delivery of the Goods before the specified delivery time, but reserves the right to do so.

3.4 CSH shall have the right to change its delivery instructions at any time.

3.5 The Supplier shall ensure that a detailed advice note quoting the Order number shall accompany the Goods together with a certificate of the Supplier in such form as CSH shall require confirming the conformance of the Goods with the Specification.

3.6 CSH shall not be obliged to accept quantities of the Goods which vary from those specified in the Specification or the Order.

3.7 The Supplier will properly pack and secure the Goods in such a manner as to reach their destination undamaged and in good condition. CSH shall not be obliged to return to the Supplier any packaging materials for the Goods. The Supplier shall collect any packaging material for the Goods on request by CSH.

**4 Acceptance**

4.1 CSH shall not be deemed to have accepted any Goods until it has had a reasonable time to inspect them following delivery or until after any latent defect would have become apparent. For the avoidance of doubt no inspection or testing by CSH whether before or after delivery of the Goods nor the signing of any delivery note or other document acknowledging physical receipt of any Goods shall be deemed to constitute or evidence acceptance or approval of the Goods for the purposes of the Sale of Goods Act 1979 (as amended) nor be deemed a waiver of CSH's rights either to cancel or return all or any part thereof where the Goods are found to be defective or not in accordance with the Contract, Order and Specification.

4.2 The Supplier shall promptly keep CSH informed of any matter of which it is or reasonably should, as supplier of the Goods, be aware relating to the storage, transportation, handling, assembly or use of the Goods by CSH (including legislation or advice from responsible or professional or legal bodies in respect of raw materials used in the manufacture of the Goods) and the actions it has taken or proposes to take and those that CSH should take in relation to such matters.

**5 Title and Risk**

5.1 The Goods shall be at the risk of the Supplier until they are delivered in accordance with the Contract when, without prejudice to any right of rejection which CSH may have under the Contract or by law, and subject to Condition 5.2 below, title to and risk in the Goods shall pass to CSH.

5.2 If CSH pays for the Goods prior to delivery, title to the Goods shall pass to CSH when payment is made.

**6 Provision of Services**

6.1 If the Contract is for or includes Services to be performed by the Supplier then, the Supplier undertakes, represents and warrants to CSH that:

- (a) the Supplier shall carry out the Services strictly in accordance with the Order and the Specification;
- (b) the Services will be performed by appropriately qualified and trained personnel with due care and diligence and to such high standard of quality as it is reasonable for CSH to expect in all the circumstances;
- (c) the time of performance of the Services is of the essence of the Contract.

**7 Prices and Payment**

7.1 The price of the Goods and/or Services shall be stated in the Order. The price shall be inclusive of all packaging, packing, labelling, insurance, delivery, costs and all other costs incurred by the Supplier in relation to the Goods and their delivery unless otherwise specified in the Order.

7.2 All sums payable under the Contract are inclusive of VAT which shall be added if appropriate at the rate prevailing at the relevant tax point but inclusive of any other applicable tax or duty payable upon such sums.

7.3 The Supplier may only invoice CSH on or after delivery of the Goods or completion of the performance of the Services and invoices submitted early shall be deemed received on the date of delivery of the Goods or date of completion of the performance of the Services. Invoices shall be in such form as CSH specifies from time to time and shall be addressed to the Accounts Department at the address for CSH set out in these Conditions. CSH's Order number shall be quoted clearly on each invoice and on all invoice correspondence and advice notes.

7.4 Unless otherwise stated in the Order, CSH shall pay the price of the Goods or Services within 60 days after the end of the month following the later of:

- (a) receipt by CSH of an invoice issued in accordance with Condition 7.3; or
- (b) after acceptance of the Goods or Services by CSH.

7.5 No interest shall be payable by CSH under this Contract in any circumstances whatsoever.

7.6 The prices charged by the Supplier to CSH shall not exceed those prices charged by the Supplier to any other CSH purchasing the same or similar goods and/or services in the same or smaller quantities and CSH shall be entitled to any discount for prompt payment, bulk purchase or volume of purchase customarily granted by the Supplier.

7.7 If any sums are due to CSH from the Supplier, then CSH shall be entitled to exercise the right to set-off such sums against any payments due to the Supplier from CSH under or in relation to this or any other Contract. The Supplier shall not be entitled to apply any amount due to CSH under the Contract in or towards payment of any sum owing by CSH to the Supplier in relation to any matter whatsoever.

7.8 Any money paid by CSH to the Supplier in respect of any Goods rejected under these Conditions together with any additional expenditure over and above the price specified in the Order reasonably incurred by CSH in obtaining other goods in replacement of any rejected Goods shall be paid by the Supplier to CSH within 7 days of the date of the Company's notice demanding the same or, at the Company's sole option, shall be deducted from the money still to be paid by CSH to the Supplier in relation to such Goods.

**8 Warranties**

8.1 The Supplier undertakes, represents and warrants to CSH that the Goods and their packaging and labelling shall:

- (a) be accompanied with accurate, complete and comprehensible instructions for the treatment, assembly, use and/or storage of the Goods;
- (b) conform to the Specification and with any instructions of CSH, and shall otherwise meet the requirements of the Order and this Contract;
- (c) be of satisfactory quality, free from defects in materials and workmanship and fit for their intended purpose (whether such purpose is implied or expressly stated in the Specification, Orders or Contract);
- (d) be free from design and other inherent defects (save to the extent that the Goods have been supplied in accordance with designs of CSH);
- (e) comply with all Goods Legislation and applicable laws;
- (f) conform strictly as to quality, quantity and description with any samples provided by the Supplier for the purpose of supply of Goods of that type.

8.2 The Supplier shall use its best endeavours to transfer or assign to CSH or otherwise obtain for the benefit of CSH any guarantee, warranty or other confirmation of quality, title or fitness for purpose given by any manufacturer of the Goods in respect of the Goods (or part thereof) to the extent that the same is capable of such transfer or assignment to CSH or otherwise providing such benefit for CSH.

8.3 If there is any breach of the Supplier's warranty in Clause 6.1 or a defect in the materials or workmanship of the Goods or there is some other failure of the Goods or the Services to conform with the Contract the Supplier shall take one or more of the following actions:

- (a) repair such Goods free of charge to CSH; or
- (b) replace such Goods or re-perform such Services; or
- (c) issue a credit note to CSH in respect of such Goods or Services.

8.4 CSH shall have the right to delay payment of the price for the Goods and Services until the requirements of this Contract, Order and any Specification are entirely fulfilled.

8.5 If CSH exercises any right under these Conditions CSH may at its absolute discretion require the Supplier to collect the relevant Goods forthwith or return the Goods to the Supplier at the Supplier's cost.

8.6 CSH's rights under these Conditions are in addition to any statutory remedies available to CSH.

**9 Product Recall**

9.1 Supplier shall immediately notify CSH in writing providing all relevant details if it discovers that there is:

- (a) any defect in the Goods which have been delivered to CSH at any time; or
- (b) any error or omission in the instructions for the use and/or assembly of the Goods; whether or not any such defect, error or omission represents a breach of the warranty in Condition 8.1 or any other Condition) which causes or may cause any risk of death, injury or damage to property.

9.2 The Supplier shall indemnify CSH against the costs CSH incurs in recalling any Goods.

**10 Indemnity**

10.1 The Supplier shall keep CSH fully indemnified against all costs, claims, actions, expenses, proceedings, losses or liabilities (including without limitation, economic loss and loss of profit (direct and indirect), indirect loss or consequential loss) made against or incurred or suffered by CSH resulting directly or indirectly from the Supplier's failure to comply with this Agreement.

**11 Liability**

11.1 CSH shall not be liable for any economic loss or loss of profit (direct or indirect), or any indirect, special or consequential loss or damage howsoever caused, or any liability arising to any third party.

11.2 Nothing in this Agreement shall exclude or limit CSH's liability for death or personal injury caused by CSH's negligence or for fraudulent misrepresentation.

**12 Insurance**

12.1 The Supplier shall at its own cost effect and keep in place with reputable insurers such insurance policies as are appropriate and adequate having regard to its obligations and liabilities under the Contract. The Supplier shall on the written request of CSH from time to time provide CSH with reasonable details of the insurance maintained in force in accordance with this Condition, and, on the renewal of each policy, the Supplier shall send a copy of the premium receipt to CSH when requested to do so in writing by CSH. The Supplier shall do nothing to invalidate any of the policies maintained in force in accordance with this Condition.

**13 Confidentiality**

13.1 The Supplier shall keep and procure to be kept secret and confidential all information disclosed or obtained as a result of the relationship of the parties under the Contract and shall not use nor disclose the same save for the purposes of the proper performance of the Contract or with the prior written consent of CSH.

13.2 The obligations of confidentiality in this Condition 12 shall not extend to any information which the Supplier can show is in, or has become part of, the public domain other than as a result of a breach of the obligations of confidentiality under these Conditions; and in its written records prior to entering into the Contract and not subject to any confidentiality obligations; was independently disclosed to it by a third party entitled to disclose the same or is required to be disclosed under any applicable law, or by order of a court or governmental body or authority of competent jurisdiction.

**14 Intellectual Property**

14.1 Any and all Intellectual Property created or acquired in the course of or as a result of any work carried out by the Supplier under or in pursuance of the Contract, shall, from the date of their creation or acquisition by the Supplier and otherwise promptly upon request by CSH, belong exclusively, throughout the world, to CSH.

14.2 The Supplier warrants that the use of the Goods by CSH will not infringe any third party's Intellectual Property rights.

**15 Termination**

15.1 CSH may immediately terminate the Contract without payment of compensation or other damages caused to the Supplier solely by such termination by giving notice in writing to the Supplier if any one or more of the following events happens:

- (a) the Supplier commits a material breach of any of its obligations under these Conditions which is incapable of remedy;
- (b) the Supplier fails to remedy, where it is capable of remedy, or persists in any breach of any of its obligations under these Conditions after having been required in writing to remedy or desist from such breach within a period of 30 days; or
- (c) the Supplier becomes or is reasonably likely to become insolvent, enters into bankruptcy, individual voluntary arrangement, liquidation, receivership, administration or into a corporate voluntary arrangement as defined by the Insolvency Act 1986 or compromises any debts with its creditors.

15.2 The termination of the Contract shall be without prejudice to the rights and remedies of either party which may have accrued up to the date of termination.

15.3 Upon termination of the Contract for any reason whatsoever:

- (a) (subject to Condition 15.2 above) the relationship of the parties shall cease save as (and to the extent) expressly provided for in this Condition 14.3;
- (b) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect; and
- (c) the Supplier shall immediately return to CSH (or if CSH so requests by notice in writing, destroy) all of CSH's property in its possession at the date of termination including all confidential information, together with all copies of such confidential information and shall certify that it has done so, and shall make no further use of such confidential information.

**16 Assignment, Sub-Contracting and The Contract and Third Party Rights**

16.1 The Contract is personal to the Supplier. The Supplier shall not assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract without the prior written consent of CSH.

16.2 CSH may assign, delegate, sub-contract, transfer, charge or otherwise dispose of all or any of its rights and responsibilities under the Contract at any time without the prior written consent of the Supplier.

16.3 No person who is not a party to these Conditions (including any employee, officer, agent, representative or subcontractor of either party) shall have the right (whether under the Contracts (Rights of Third Parties) Act 1999 or otherwise) to enforce any term of these Conditions which expressly or by implication confers a benefit on that person without the express prior agreement in writing of the parties which agreement must refer to this Condition 15.3.

**17 General**

17.1 The Supplier shall not exercise any right of lien, general or otherwise and howsoever arising, over any Goods or any other property of CSH in the Supplier's possession, in respect of any sums owed by CSH to the Supplier under the Contract or otherwise.

17.2 Nothing in these Conditions shall create, or be deemed to create, a partnership or joint venture or relationship of employer and employee or principal and agent between the parties and no employee of the Supplier shall be deemed to be or have become an employee of CSH.

17.3 No purported alteration or variation of these Conditions shall be effective unless it is in writing, refers specifically to the Contract and is signed by a duly authorised representative of each of the parties to the Contract.

17.4 The waiver by either party of any breach of these Conditions shall not prevent the subsequent enforcement of that provision and shall not be deemed to be a waiver of any subsequent breach of that or any other provision. Any waiver of any breach of these Conditions shall be in writing.

17.5 If at any time any part of these Conditions is held to be or becomes void or otherwise unenforceable for any reason under any applicable law, the same shall be deemed omitted from these Conditions and the validity and/or enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired as a result of that omission.

17.6 Any notice given under this Agreement shall be in writing and delivered by first class post or e-mail to the address of the party specified in this Agreement, or such other address as is notified to the other party from time to time.

**18 Law and Jurisdiction**

18.1 These Conditions and any dispute or claim arising out of or in connection with it shall be governed by, and construed in accordance with, the laws of England and all disputes or claims arising out of or relating to these Conditions shall be subject to the exclusive jurisdiction of the English Courts to which the parties irrevocably submit.