

**1. The Contract**

'We', 'us' and 'our' means the Royal Veterinary College (hereafter "the RVC") and its associated and subsidiary entities as specified on the Purchase Order.

'You' and 'your' means the person, firm or company making the Supply.

'Attachment' means a document which sets out the particular features of the Contract.

'Authorised Officer' means our employee authorised to issue and deal with the Contract.

'Authorised' means signed by an Authorised Officer or electronically authorised on the RVC's finance system.

'Confidential Information' means all information (written or oral) not in the public domain concerning the business and affairs of either party which is obtained in connection with the Contract.

'Contract' has the meaning given in Condition 2.

'Form of Agreement' means means an Authorised Purchase Order issued on

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**12. Late or damaged delivery of Goods**

12.1 If any of Goods are not delivered on time or arrive damaged, then we may, by written notice, do any of the following: cancel any undelivered balance of the Goods; return for full credit and at your expense any goods that in our opinion cannot be used; require you as quickly as possible to repair or replace the Goods.

**13. Property and risk**

13.1 You shall bear all risks of loss or damage to Goods until delivery is successfully completed and signed for, and insure accordingly.

13.2 Without prejudice to our right of rejection, ownership of Goods shall pass to us if we make any advance payment (thereupon you must mark the Goods as our property) or otherwise on delivery of the Goods

**14. Rejection**

14.1 We have the right to reject a Supply in whole or in part, whether or not paid for, within a reasonable time if it is not completely in accordance with the Contract (even if the variation is only slight or minor). You will be allowed a short period to correct the Supply. (Alternatively, we may agree a reasonable time for you to

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one or more of its obligations under the Contract and has not within 21 days' notice of such default or breach rectified such default or breach to the innocent party's reasonable satisfaction.

(b) The other party has been served with a notice pursuant to Condition 23.1(a) on no less than three consecutive occasions.

(c) The other party ceases to carry on business, is unable to pay its debts when they fall due, is declared bankrupt, or an order is made or a resolution passed for its winding up or for the appointment of an administrator, receiver, liquidator or manager. Termination shall not affect the accrued rights of either party. Conditions 17, 20, 21, 31 and 32 shall survive termination or expiry of the Contract.

**24. Purchase outside the contract**

24.1 We shall have the right to employ a person other than you to make supplies of the type contemplated by the Contract if we shall in our absolute discretion think fit to do so.

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