

## TERMS OF BUSINESS

All invoices, quoting the order number, should be addressed and sent to [accountspayable@setu.ie](mailto:accountspayable@setu.ie)

It is SETU'S policy, as a State Funded Body, to pay all invoices when goods / services are rendered to our satisfaction.

The University operates a 30-day credit period.

SETU is subject to public sector rules including Circulars 43/2006 and 44/2006 regarding tax clearance procedures.

SETU is subject to Professional Services With-holding tax as per Revenue guide IT61.

SETU is subject to Revenue Guidelines relating to RCT.

## TERMS & CONDITIONS OF PURCHASE

### 1. DEFINITION

"Buyer" means South East Technological University (SETU).

"Seller" means the person, company, organisation or other legal entity to whom the Purchase Order is issued.

### 2. ORDER ACCEPTANCE

Acceptance of the order by the Seller constitutes a contract for delivery of the stipulated goods to the Buyer shown and under the terms specified. These conditions shall have effect for all orders placed by the Buyer and acceptance of such orders by Seller, irrespective of any conditions of sale of such Seller, shall constitute complete acceptance of the conditions hereon in all cases.

### 3. TAX CLEARANCE PROCEDURES

Buyer will operate relevant tax clearance procedures.

### 4. VALIDITY

Buyer shall not be liable for any orders other than those issued officially on behalf of the Buyer.

### 5. DELIVERY

(a) The goods, properly packed and secured in such a manner as to reach their destination in good condition under normal conditions of transport, shall be delivered by the Seller at, or dispatched for delivery to the place or places and in the manner specified on the Order or as subsequently specified.

(b) When acknowledging the order, Seller must confirm that the required delivery dates will be met or he must indicate clearly in all cases where Buyer's delivery requirements cannot be met.

(c) Under no circumstances must Seller offer the goods for delivery without proper Advice Notes and clear packing specifications.

(d) Delivery shall be defined as the date the goods are accepted rather than the date the goods are physically delivered.

### 6. PACKING

Buyer will accept no charges for packing materials unless clearly indicated originally on Seller's quotation. Such charges will then be shown on the face of the order.

### 7. SUB-CONTRACT

The Seller shall not, without prior consent in writing of Buyer, sub-let the contract or any part thereof other than to a Company which is a member of the group to which the Seller belongs. Any such consent shall not relieve the Seller of any of his obligations under the contract. In such circumstances no responsibility for public liability will be accepted by the Buyer.

#### **8. SHIPPING MARKS and NUMBERS**

Buyer's shipping marks and numbers, as shown on the order, must be clearly shown on all packing cases or crates and on all documents relating to delivery. The "Ship to" and "Ship via" instructions should be complied with explicitly.

#### **9. CONFIDENTIALITY**

The order, and the subject matter thereof, shall be treated as confidential between Seller and Buyer, and shall not be disclosed by the Seller or any sub-contractor for the Seller to any third party, or used by the Seller or any subcontractor for advertisement display, or publication without prior consent in writing by the Buyer.

#### **10. DRAWINGS, PATTERNS, SPECIFICATIONS, Etc.**

- (a) All drawings, patterns, specifications, moulds, or other tooling supplied by the Buyer, or prepared by the Seller for, and at the sole cost of the Buyer, shall be and remain the property of the Buyer.
- (b) The Seller shall not use such items, nor shall he authorize or permit them to be used by anyone else for or in connection with any purpose other than the supply of the goods to the Buyer unless such use is expressly authorised in writing by the Buyer.
- (c) The Seller shall maintain such items in good order and condition and on completion of the contract or as otherwise directed by the Buyer, shall return them to the Buyer in good order and condition.

#### **11. PRICES**

- (a) Seller's price shall not be higher than last quoted or charged to Buyer or its affiliates unless otherwise agreed in writing. Invoices must be rendered for each shipment under this Order on date of shipment. If before completing performance hereunder Seller shall sell any goods or provide any services of the kinds and specifications covered by this Order to any other customer at a price that is lower for the same or lesser quality of goods or for comparable services than the price then in effect hereunder, then the price shall be reduced to such a lower price.
- (b) This Order must not be filled in greater quantities or at prices higher than shown without written approval of an authorised representative of Buyer. In the event this Order is not filled in each particular detail as specified the Buyer reserves the right to do any one or more of the following:-  
To cancel this Order.  
To recover all loss, damage and expenses caused by such failure.  
To require delivery by any means. Seller to pay any increased transportation expenses.
- (c) Currency – This contract will be deemed to be in Euro unless otherwise clearly stated in writing in words and figures on the Order.
- (d) The Buyer Reserves the right to withhold Retention.

#### **12. CANCELLATION**

Buyer reserves the right to cancel this order or any part of it, and in any event Buyer will be entitled to deduct from the agreed price any expense incurred by reason that

- (a) The material or goods to be supplied are not received, or the work to be carried out is not completed, by the date specified, or
- (b) The material or goods supplied or the work carried out does not comply strictly with the description, specification and drawings related thereto, or
- (c) The material or workmanship is not sound in every respect or does not reach the standard specified or does not pass such inspection as may be required by Buyer or Buyer's customers, or
- (d) Voluntarily ceases trading

#### **13. DAMAGE or LOSS IN TRANSIT**

The Seller will repair or replace, free of charge, goods damaged or lost in transit provided the Buyer shall give the Seller written notification of such damage or loss within such time as will enable the Seller to comply with the carrier's conditions of carriage as affecting loss or damage in transit or when delivery is made by the Seller's own transport, within a reasonable time.

#### **14. INSPECTION DURING MANUFACTURE**

- (a) The Buyer or his representative (both in this clause referred as “The Buyer”) shall have free entry at all reasonable times to all parts of the Seller’s (or its sub-contractor’s) premises for the purpose of inspecting and testing the goods during manufacture, processing or storage to see if the goods are being furnished in accordance with the terms of the order. Any such inspections and tests will be conducted so as not to interfere unnecessarily with the operation of the Seller’s manufacture, process or storage of the goods.
- (b) If as a result of any inspection or test under sub-clause (a) above the Buyer is of the reasonable opinion that the goods do not or will not comply with the terms of the Order he shall inform the Seller accordingly in writing and the Seller shall take such steps as may be necessary to ensure such compliance.
- (c) Any inspection by the Buyer shall not relieve the Seller from complying with any and all expressed or implied specifications, agreements or guarantees.
- (d) Failure by the Buyer to inspect under the provisions of this Clause shall not be deemed to constitute a waiver of the Buyer’s right to inspect at any subsequent time or other place.

#### **15. REJECTION**

- (a) The Buyer may, by notice in writing to the Seller, reject the goods if Seller fails to comply with the order in regard to quality, quantity and description specified on the order. Such written rejection would be made by Buyer within twenty-one (21) days of delivery unless another period has been agreed between the parties.
- (b) The Buyer shall, when giving notice of rejection, specify the reasons therefore and shall thereafter return the rejected goods to the Seller at the Seller’s risk and expense. In such case the Seller shall within a reasonable time replace such rejected goods with goods which are in all respects in accordance with the contract.
- (c) Any money paid by the Buyer to the Seller in respect of any rejected goods not replaced by the Seller within a reasonable time, together with any additional expenditure over and above the Contract Price reasonably incurred by the Buyer in obtaining other goods in replacements shall be paid by the Seller to the Buyer.

#### **16. INVOICING**

- (a) All invoices must quote a valid Purchase Order Number issued by the University. Invoices which fail to quote the Purchase Order number will be returned to the seller
- (b) Invoices addressed to Accounts Payable Team, Finance Department or sent to [accountspayable@setu.ie](mailto:accountspayable@setu.ie), and must reach us within a reasonable timescale. The Buyer’s Purchase Order Number, the Seller’s Advice Number and VAT Registration Number must be clearly indicated on each invoice.

#### **17. TAX DETAILS AND OTHER COMPLIANCES**

- (a) Subcontractors: Prior to Purchase Order being raised, subcontractor must present to the Buyer their VAT number or RCT Tax reference number, as well as their Tax Access Number (TAN). This will enable the Buyer to register the relevant contract with Revenue, Electronic RCT (eRCT), the Supplier will get notification of registration. Failure to present TAN will result in the Buyer deducting tax at the highest rate applicable. Be advised that the Buyer may still deduct tax if advised to do so by Revenue
- (b) Tax Clearance Certificate: The Buyer is a Public Body and as such, all Contracts/Purchases of €10,000 or above, in a rolling year, will require the Supplier to have Tax Clearance from the Irish Revenue Commissioners. Payments and orders are at all times conditional on the supplier being in possession of valid tax clearance.
- (c) Professional Services Withholding Tax (PSWT): Payments made in respect of Professional Services are liable to deduction of Tax at the standard rate of tax
- (d) Goods Purchased outside the State: Suppliers of goods from outside the State must furnish the Buyer with a Commercial Invoice detailing the following information:
  - Commodity Code
  - Weight in Kilograms
  - Mode of Transport
  - Country of Origin
- (e) Goods purchased outside the State and outside the EU: All custom and importation documents must state the correct EORI / VAT number for the Buyer (see below). Failure to comply may result in goods being returned
- (f) Purchase orders issued to Companies outside the state but within the EU will be issued exclusive of VAT.
- (g) SETU VAT No is 3955104SH
- (h) The Buyer is obliged to self-account for VAT to the Irish Revenue.

(i) If any of the details above are omitted from an invoice, this invoice will be returned to Supplier for amendment and re-issue.

**18. FORCE MAJEURE**

The University shall not be liable for any delay, loss, cost, expense or damage whatsoever arising or resulting from Acts of God, Government Orders, strikes, lockouts or any other industrial disputes, inability to secure labour material or supplies at commercial rates, accidents, plant breakdowns, civil commotion or any other circumstances (whether of the foregoing class or not) beyond the control of the University and all contracts are subject to cancellation or variation as may be necessary due to force majeure.

**19. ARBITRATION**

All disputes, differences or questions at any time arising between the parties as to the construction of the Contract or as to any matter or thing arising out of the Contract or in any way connected therewith shall be referred to the arbitration of a single arbitrator who shall be agreed between the parties or who, failing such agreement, shall be appointed at the request of either party by the President of South East Technological University.

**20. LAW OF THE CONTRACT**

The order between the Buyer and Seller must be construed and the relationship between the parties shall be determined in accordance with the laws of the Republic of Ireland and shall be subject to the jurisdiction of the Irish Courts.

**21. INSURANCE & INDEMNITY**

Where any work or services are to be undertaken or supplied by the supplier otherwise than at the Supplier's Premises, the supplier shall adequately insure against all Employers Liability and Third-Party Risks including Third Party Fire risks arising out of or in connection with the execution of such work and/or the performance of such services and shall produce to the Buyer the policies of such insurances together with receipts for premiums if requested. In the event of the Supplier failing to affect such insurances the Buyer shall be at liberty to insure on behalf of the Supplier and to deduct the amount of any premium so paid by the buyer from any amounts due to the supplier under the Contract. In addition, the Supplier shall also indemnify and adequately insure the Buyer against all claims and all costs in respect of any injury loss or damage to person or property caused by the work or services carried out or performed by the Supplier or by the execution thereof or by its own work men. It is a condition of the Contract that the suppliers, employees, servants and agents become acquainted and comply with the fire precautions and regulations in existence on any site where any work is carried out or services performed.

**22. SET-OFFS**

The Buyer shall have the right at any time to set off any account owing from the Seller to the Buyer (or any associated or affiliated companies, including agents and representatives) with respect of this Order or any subsequent order or any contractual agreement between the parties hereto or their respective associated or affiliated companies, unless such set-off violates local laws, regulations or EU Regulations.

**23. LIABILITY**

In no event shall the Buyer be liable for any indirect or consequential loss suffered by the Seller