

**THE ROGER ALBERT CLARK RALLY MOTOR CLUB LTD  
STANDARD CONDITIONS OF CONTRACT  
FOR THE PURCHASE OF GOODS AND RELATED SERVICES**

## **1 Definitions**

In these conditions:-

"We" means the Roger Albert Clark Rally Motor Club Ltd, and "us" and "our" are also used in relation to the Roger Albert Clark Rally Motor Club Ltd;

"You" means you, the person, partnership or company who supplies us with Goods and related Services under a Purchase Order;

"Goods" means the goods to be supplied to us by you under a Purchase Order;

"Services" means the services related to the Goods to be provided to us by you under a Purchase Order, including where appropriate the installation of the Goods;

"Purchase Order" means our form headed "Purchase Order" or a contract award letter sent to you by us, and any accompanying specification or documentation setting out our requirements for the Goods and Services such as the price, quantity and description;

"Contract" means the contract between you and us for the supply of the Goods and Services which is made up of the Purchase Order and these Conditions. When "Contract" is referred to in these Conditions, it means the Conditions and the Purchase Order read together;

"Rules and Regulations" means all applicable legislation and regulations, including those that are in draft form or are out for consultation, and legal standards or requirements set down under such legislation and regulations;

"Premises" mean the Rally Office, 2 Monroe Avenue, Lindsayfield, East Kilbride G75 8WA and any other buildings or premises utilised by the Motor Club.

"your Personnel" means any person you use when providing the Services to us, for example, any employee, agency worker, temporary worker, sub-contractor or any personnel of a sub-contractor.

## **2 The Goods**

- 2.1 The Goods must be to our reasonable satisfaction and they must conform in full with the requirements we set out in the Purchase Order. They must also be of sound materials, workmanship and design.
- 2.2 If you provided us with a sample of the Goods, the Goods must match this sample.
- 2.3 You will make sure that the Goods comply with all relevant requirements of any law in force when the Goods are delivered.
- 2.4 The Goods must be suitable for the purpose to which they would normally be put and for any particular purpose mentioned in the Purchase Order.

## **3 Provision of the Services**

- 3.1 The Services must be provided to our reasonable satisfaction and must be carried out to a high standard of care and accuracy. The Services must conform in full with the requirements and specification set out in the Purchase Order. If the provision of the Services will incorporate any materials, these must be of sound quality, workmanship and design.
- 3.2 You will start and complete the Services on and by the dates set out in the Purchase Order.

- 3.3 If we ask, you will give us detailed programme of the order in which you will provide the Services and how you will provide the Services. We may tell you in what order to provide the Services and you will comply with that request. If we ask, you will also give us progress reports on the carrying out of the Services and will meet with us to discuss and review the Services provided.
- 3.4 If we ask, you will allow us and ensure that we have access to your premises (and the premises of your sub-contractors) to inspect them, and to observe work being performed there under the Contract. We will give you reasonable notice before making any such request, and will not ask for access other than during normal working hours.

#### **4 Payment**

- 4.1 We will pay you the price for the Goods and Services which is set out in the Purchase Order.
- 4.2 You will send your invoice to the Rally Office, c. Each invoice must clearly identify the Purchase Order to which it relates. If a Purchase Order number is not clearly identified on each invoice, the invoice may be returned to you without payment.
- 4.3 If there is more than one delivery of Goods under the Purchase Order, you will send the Rally Office a separate invoice for each delivery. If there is more than one invoice under the Purchase Order, for any reason, each invoice must identify the part of the Goods or Services to which that invoice relates. The last invoice in respect of a Purchase Order must be clearly marked to show that it is the last.
- 4.4 Unless otherwise stated in the Purchase Order we will pay all valid invoices within 30 days of having received them (or, if the invoice relates to Goods, and the invoice arrives before the Goods, within 30 days of having received the Goods) provided that we are satisfied with the Goods and that any Services to which the invoice relates have been completed to our satisfaction.
- 4.5 Prices are exclusive of Value Added Tax unless otherwise stated in the Purchase Order. If any Value Added Tax is to be paid, you will show this separately on your invoices.
- 4.6 If we are late in paying an invoice please write to the Rally Office, 2 Monroe Avenue, Lindsayfield, East Kilbride G75 8WA. This procedure is suggested as the best practical way of ensuring problems of late payment are resolved, and is not intended to interfere with your legal rights or our legal rights to dispute the sum due.

#### **5 Changes to the Order**

- 5.1 Before you deliver the Goods we may change any of the requirements set out in the Purchase Order including any of the following:-
- 5.1.1 the quantity of the Goods required;
- 5.1.2 the delivery date; and/or
- 5.1.3 the location to which the Goods must be delivered.
- We will only be able to do this if we tell you a reasonable time before the Goods were originally due to be delivered.
- 5.2 We may change or vary our requirements for the Services, or any part of them. If we decide to change or cancel the requirement prior to the service being delivered we will give you 7 days notice and the change will not incur any additional cost to the initial cost of the service. If we decide to do this after you have started providing the Services, you will comply with the changes as soon as it is reasonably possible for you to do this after we have told you of the change.

- 5.3 We will only be able to change our requirements after you have started to provide the service if we have been able to agree with you the change to the price (if any) which is necessary as a result of the change to our requirements. In reaching agreement with us on any change to the price which is necessary, you will not be unreasonable.

## **6 Relationship**

- 6.1 You are and must at all times act as an independent contractor. You are not our employee, agent or representative and you have no authority to act on our behalf. You will not act in any way which would give the impression that you are our employee, agent or representative.
- 6.2 As you are our independent contractor, we will not be liable for anything you do or fail to do including anything you do which causes any person to make a claim against you.

## **7 Your Personnel**

- 7.1 You will ensure that you make available adequate resources for the provision of the Services, and that your Personnel are competent, properly trained and suitably qualified to perform the Services.
- 7.2 If you or any of your Personnel require to be at the Premises to deliver the Goods or in connection with the Services, you will comply with, and will ensure that all your Personnel comply with, any instructions we issue to you relating to the Premises, including instructions relating to security, access and health and safety.
- 7.3 If we ask, you will give us a list of the names and addresses of your Personnel involved in providing the Services and the tasks which each person will be carrying out together with any other information or documents we may ask to see.
- 7.4 The key personnel shall be those specified as such in the Purchase Order, and also those personnel which we notify to you in writing during the Contract are to be treated as such.
- 7.5 The key personnel will be made available by you to carry out the Services.
- 7.6 You will not make any change or replacement to key personnel unless we have agreed to that change or replacement.
- 7.7 We may at any time require that any of your Personnel stop carrying out the Services. You will be responsible for ensuring that that person stops taking part in the provision of the Services. You will replace that person with somebody else who can carry out the Services to the standard required under the Contract and you must ensure that you still carry out the Services on time and as specified in the Purchase Order.
- 7.8 We will not be liable for any costs or additional costs which arise because of any requirements we have under this Condition.

## **8 Delivery**

- 8.1 You will deliver the Goods in accordance with the Purchase Order.
- 8.2 If you enter the Premises to deliver the Goods (or in connection with the Services) and cause any damage or injure someone, you will pay to us the amount of money we have to pay to fix or repair the damage (which may involve the buying of a replacement) or to compensate for the injury. You will also pay us any costs and expenses we may have which are related to our having to deal with the incident.
- 8.3 If we sign a delivery note for the Goods, that does not mean that we accept the Goods or that all the correct Goods have been delivered.

- 8.4 If Goods have been damaged in transit, we will have a reasonable time from delivery to tell you, and we can choose whether you must repair or replace them. You will do this free of charge, and as quickly as possible. Alternatively, we can choose to cancel the Contract, and if we do this you must arrange to take the damaged Goods away free of charge and as quickly as possible.
- 8.5 If there is more than one delivery of the Goods under a Purchase Order, the delivery note for the last delivery under a Purchase Order must be clearly marked to show that it is the last.

## **9 Ownership and Risk**

- 9.1 Ownership of the Goods and the risk of their damage or destruction will transfer from you to us at the time you deliver the Goods to us. That does not affect any right we may have against you in relation to the Goods.

## **10 Inspection, Rejection and Guarantee**

- 10.1 Before you deliver the Goods to us, you will let us examine and carry out tests on the Goods, if we ask. You will give us access to your premises to do this. If we do not make a complaint at the time of examining or testing the Goods, that will not mean that we have approved or accepted the Goods as suitable. We may tell you that we do not accept the Goods after an examination or test if we consider that they do not meet the requirements of the Contract or because they are (or some of them are) defective. If we do this, you must replace the Goods with other goods which comply fully with the requirements of the Contract. Alternatively, if we think that any problems we have identified will not be resolved, we may cancel the Contract altogether by telling you in writing. We will act reasonably in making this decision.
- 10.2 After you have delivered the Goods to us, we may tell you that we are not accepting the Goods if they do not meet the requirements set out in the Contract or because they are (or some of them are) defective. We will only be able to reject Goods within a reasonable time after delivery. We can also choose to accept some of the Goods and reject the rest. If we reject the Goods, we can choose whether:-
- 10.2.1 you must repair the Goods; or
- 10.2.2 you must replace the Goods with other goods which comply fully with the requirements of the Contract; or
- 10.2.3 we will return the Goods to you. If we do this, you must pay us a full refund.
- 10.3 You must do as we choose as quickly as possible and free of charge. If we choose for you to repair or replace the Goods, and we are not satisfied with the repair or replacement, we can tell you that we are rejecting the Goods (or some of them) and you must pay us a full refund as quickly as possible.
- 10.4 You will guarantee the Goods from defects for 18 months from acceptance.
- 10.5 If a defect is noticed by us during the guarantee period of 18 months we will have until the end of 30 days after the guarantee period to choose whether:-
- 10.5.1 you must fix the defect; or
- 10.5.2 you must replace the defective Goods.

You must do as we choose as quickly as possible and free of charge. If we do either of these things, any other rights we may have to take action against you for supplying us with defective Goods or to reject the Goods will not be affected.

- 10.6 If we have to return any Goods to you, you will pay us the delivery costs. We will not be responsible if the Goods are damaged or destroyed in transit to you.

## **11 Labelling and Packaging**

- 11.1 You must pack and mark the Goods in a suitable manner and must avoid unnecessary packaging. If we ask you to pack the Goods in a certain way you must do so. You must comply with relevant European and other packaging Rules and Regulations, the requirements of the carrier you use, and any relevant Rules and Regulations which that deal with the transportation of the Goods.
- 11.2 As well as your other obligations in relation to packaging, you must try and use packaging made from recycled materials, and use packaging materials which can in turn be readily recycled or re-used.
- 11.3 You will mark the package with the number of the Purchase Order. You will also mark the package with the name of the contents.
- 11.4 You will mark each package in a consignment with the total number of packages in the consignment, and the number of that package, e.g. 3 of 7. You will do this even if there is only one package in a consignment.
- 11.5 You will make sure that all containers of hazardous goods (and any documents that relate to hazardous goods) have prominent and suitable warnings.
- 11.6 If someone takes action against us or we incur any loss because you have not complied with Conditions 11.1 to 11.5 you will pay to us the amount of money we have to pay because of that action and the amount of our loss. You will also pay us any costs and expenses we may have relating to the action or loss.
- 11.7 Immediately after delivery, you will take away with you all packaging relating to the Goods and which we tell you are no longer needed by us. If you leave any packaging materials behind, we may re-cycle, re-use or dispose of these, but if we ask you to, you will arrange for these to be uplifted free of charge and as quickly as possible. You will try to re-use or re-cycle any packaging materials which you take away.

## **12 Materials for the Services**

- 12.1 You will at your own expense supply all the materials you need to provide the Services.

## **13 Materials and documents supplied to you**

- 13.1 If we provide you with materials free of charge for you to provide the Services, those materials will still belong to us and will not become your property.
- 13.2 You will keep the materials in good condition and you will use them only to provide the Services and for no other purpose.
- 13.3 If you or your Personnel damage or lose any of the materials we provide, you will pay for the cost of repair or replacement.
- 13.4 If we ask for any materials to be returned, you will do this immediately. You will be liable for any cost associated with returning this equipment and/or materials. Liability will be your responsibility until the goods are received by us.
- 13.5 If you have any materials belonging to us at the end of the Contract, you will return them to us immediately unless we tell you to dispose of them in some other way in which case you will comply with our instructions.

- 13.6 If we have supplied you with any documents or other information, you will return them to us immediately at the end of the Contract, unless you need them to prepare a termination report as required under Condition 21.7. If this is the case you will return them to us at the same time that termination report is produced.

#### **14 Records**

- 14.1 You will maintain complete and accurate records of the Services including all payments made by us to you in respect of the Services and the Goods for a minimum period of three years from the date of the last payment made by us to you. If we ask, you will give us or our auditors access to your records and allow us or our auditors to take copies of your records as required.
- 14.2 This Condition will apply during the Contract and after it has ended.

#### **15 Health and Safety**

- 15.1 You will carry out appropriate tests and checks before the Goods are delivered to us to make sure that the Goods are safe, that they meet all relevant health & safety Rules and Regulations, and that they will not put the health and safety of people who will be using them at risk.
- 15.2 If we find that Goods you have delivered to us are dangerous or unsafe, we will tell you and you must **immediately** do everything you can to make the Goods or Services as safe as possible and, if we ask, remove the Goods from our premises. You will pay us a full refund of the price we paid for the Goods if this happens.
- 15.3 You will tell us everything we need to do to make sure that when the Goods are being used, they can be used correctly and in a safe manner and will not put the health and safety of the people who will be using them at risk.
- 15.4 You will supply the Services in a safe manner and in a way which will not cause any risk to the health or safety of any of our employees and of any other person, including those working at and visiting the premises where the Services are being carried out.
- 15.5 You will comply with all relevant health & safety Rules and Regulations, and any other similar requirements which are applicable to the Services. You will also follow any instructions on health and safety we may issue to you
- 15.6 If any action is taken against us or we incur any loss because the Goods are not safe, or because you have not told us how to use them correctly or in a safe manner, or because you have not supplied the Services in a safe manner, you will pay to us whatever money we have to pay out in connection with that action and/or the amount of our loss. You will also pay us any costs and expenses that we may have in relation to the action or loss.

#### **16 Indemnity and Insurance**

- 16.1 You will pay us the amount of any loss which we incur as a result of any defect in the Goods or any damage or injury caused by you in the supply of the Services or as a result of your negligence or as a result of any breach by you of the Contract. This includes losses which we have because of damage to property or because of injury or death. You will also pay us any costs and expenses we may have in relation to the loss.
- 16.2 You will pay us the amount of any losses which we have as a result of any other person making a claim against us that any part of the Services or the Goods, or their use or their resale or their packaging breaches any intellectual property rights such as patents or copyrights which that other person is entitled to. You will also pay us any costs and expenses we may have in connection with that claim.
- 16.3 You must insure yourself (and make sure that any sub-contractor insures itself) against all the potential liabilities there may be to us under the Contract, at an appropriate level of cover and

with a reputable insurance company. You must maintain (and make sure that any sub-contractor maintains) public liability insurance and employers' liability insurance with reputable insurance companies at levels which are appropriate and which comply with all legal requirements. If we ask, you will immediately show us the insurance policies without delay, and evidence that the most recent premiums have been paid.

- 16.4 If you are an individual you will, if we ask, provide us with evidence of your self-employed status. We are entitled to assume you are self-employed, and you will make sure that we do not have to bear the cost of paying the Inland Revenue or any other Government Department any tax, national insurance or similar payments on the basis that you are not self-employed. If we have to make any such payment to the Inland Revenue or any other Government Department because they consider that in carrying out the Services you are not to be treated as self-employed, you will pay to us an amount equal to any money we have to pay.

## **17 Equalities Considerations**

- 17.1 We are an equal opportunities Organisation. You must also be an equal opportunities employer and service provider and comply fully with equal opportunities legislation.
- 17.2 You will ensure that you do not discriminate against anyone unlawfully, or treat anyone unfairly, on the grounds of their sex, racial group (including colour, race, nationality, national or ethnic origin), disability, sexual orientation, religion, gender identity, age, trade union membership/non-membership/activities or marital, family or part-time status. You will also make sure that anyone acting on your behalf, your employees and sub-contractors involved in the Contract do not do so either, and that those involved in the management or operation of the Contract receive appropriate training on equal opportunities legislation and associated good practice.
- 17.3 You should carry out appropriate monitoring of your equal opportunities policies and employment practices and provide us with evidence of this, if we ask.
- 17.4 You will take all reasonable steps ensure that all Goods supplied under this Contract are produced in accordance with the employment legislation of, and all International Labour Organisation (ILO) conventions that have been ratified by, the country of their origin, in particular in relation to working conditions and the use of child labour.
- 17.5 Should part or all of the Services be performed at your premises, you will ensure that the premises comply fully with the requirements of the Disability Discrimination Act 1995.

## **18 Intellectual Property**

- 18.1 In this Condition "Intellectual Property Right" means any patent, trademark, registered design, copyright or other similar right.
- 18.2 You must not breach any Intellectual Property Rights of any third party.
- 18.3 All Intellectual Property Rights in any items produced (in whatever form) by you for us in connection with the Services shall belong to us and be our property. You will, if we ask, sign any document that we require as evidence of the transfer of Intellectual Property Rights to us under this Condition.
- 18.4 This Condition will apply during the Contract and after it has ended.
- 18.5 The Commercial Rights to all Video/DVD/Electronic recording and sound material recording on the Carlisle Stages and Roger Albert Clark Rally events is the copyright of Roger Albert Clark Rally Motor Club Ltd



## **19 Publicity**

- 19.1 You will not mention our name in connection with the Contract or disclose the existence of the Contract in any publicity material or any other publication unless we have previously agreed to this, and our Chairman has approved what you want to do in writing.
- 19.2 This Condition will apply during the Contract and after it has ended.

## **20 Termination on Insolvency**

- 20.1 We may immediately terminate the Contract by telling you in writing:-
- 20.1.1 if someone takes action against you which could lead to you being made bankrupt or insolvent or if you make any arrangement with people who you owe money to which could be regarded as an "arrangement with creditors"; or
- 20.1.2 if you are a company, if you are insolvent or any action is taken to wind up the company, or any official (such as an administrator, liquidator or receiver) is appointed to manage any of the affairs or assets of the company or you make any arrangement with people who you owe money to which could be regarded as an "arrangement with creditors".
- 20.2 If we do take any of the above action it will not affect any other rights we may have against you in relation to the Contract.

## **21 Termination**

- 21.1 If we think that you have breached this Contract in any way, we will tell you and you must, if possible, take steps to remedy that breach to our satisfaction.
- 21.2 If you do not do this within 7 days of us telling you that you have breached the Contract (or if we do not think that you will be able to do this), we can terminate the Contract immediately by telling you in writing.
- 21.3 If you become mentally or physically incapable of completing the Contract, either through illness or for some other reason, we can terminate the Contract immediately by telling you in writing.
- 21.4 If we terminate the Contract under Conditions 21.2 or 21.3, we may instruct somebody else to complete the Contract.
- 21.5 If we do instruct somebody else to complete the Contract, we will not pay you any money until the Contract has been completed. We will deduct what we have had to pay somebody else to complete the Contract from the money we are due to pay to you. If the money we pay to somebody else to complete the Contract is more than we would have paid to you under the Contract, we will not pay you anything further and if this is the case, you will pay us the difference.
- 21.6 We may cancel the Contract at any time for any reason by giving you 14 days' notice in writing.
- 21.7 If we terminate or cancel the Contract, you will provide us with a termination report on the work done under the Contract, and that termination report will include your recommendations to us based on that work.

## **22 Recovery of Sums Due**

- 22.1 If you owe us any money under the Contract, and at the same time we owe or are due to pay you money, either under this Contract or for any other reason, we can deduct the money you owe us from the money we owe or are due to pay you.

## **23 Assignment and Sub-Contracting**

- 23.1 Unless we agree, you are not allowed to sub-contract, transfer or assign the Contract or any part of it.
- 23.2 If you sub-contract any work under the Contract, you will still be responsible to us for carrying out the Contract. We can take action against you if your sub-contractor does not do what it is meant to do.
- 23.3 Where you sub-contract any work under the Contract, that sub-contract must contain a clause requiring you to pay your sub-contractor within 30 days of you receiving a valid invoice from your sub-contractor.

## **24 General Legal Obligations**

- 24.1 In addition to the obligations referred to in Conditions 2.3, 11.1, 15.1, 15.5 and 17, you will comply with all other relevant Rules and Regulations and hold any licence, permit and/or certificate required by law or the Motor Sports Association Ltd rules and regulations for the performance of the Contract

## **25 Notices**

- 25.1 Any notice to be sent by you or by us in connection with the Contract can be sent by letter. Notices should be sent to the addresses shown on the Purchase Order. Either of us can change the address for notices by telling the other in writing the new address, but the previous address will continue to remain valid for 7 days after the change is notified.
- 25.2 If sent to the correct address, a notice will be treated as received 48 hours after sending a letter even if it is not actually received.

## **26 Governing Law**

- 26.1 The Contract is made under the law of England and Wales and the English courts will have authority to settle any dispute.