

Official Works Order Number (Please quote this number in all communications)
1160/7944/28020

Date: 23 July 2012



Historic Royal Palaces is the independent charity that looks after the Tower of London, Hampton Court Palace, the Banqueting House, Kensington Palace and Kew Palace. We help everyone explore the story of how monarchs and people have shaped society, in some of the greatest palaces ever built.

We receive no funding from the Government or the Crown, so we depend on the support of our visitors, members, donors, volunteers and sponsors.


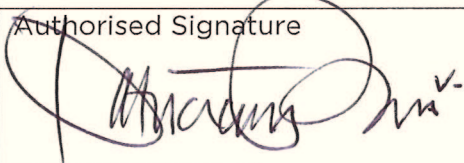
To:Oxford Archaeology Janus House Osney Mead Oxford OX2 OES For the attention of Jon Gill	Invoice to: Historic Royal Palaces Financial Accounting Apartment 22 Hampton Court Palace Surrey KT8 9AU
Please see conditions of contract attached to this form. Further copies available on request.	Enquiries to:Julia Grinham 0203 166 6386

Garden wall repair programme 2012-2013.

Archaeological building recording & Analysis of Wall 22 - Bowling alley wall

This order has a value of £2943

Start Date: 30 July 2012
 Completion Date :31 August 2012

Ordered on behalf of Historic Royal Palaces Signature  Name: Julia Grinham	Authorised Signature  Name: Patricia Leš
Location of work / delivery address Hampton Court Palace Surrey KT8 9AU	HRP use only: Account code No: MPH0052/71003/CD200 Certification that goods / services received / completed Signature: Date:



Historic Royal Palaces Purchase Order Standard Terms & Conditions

1. DEFINITIONS

In these conditions "Historic Royal Palaces" means the Board of Trustees of Historic Royal Palaces; "the Supplier" means the supplier named overleaf; "the goods" and "the services" means any goods or services respectively as are to be supplied to Historic Royal Palaces by the supplier pursuant to or in connection with this order ("the Purchase Order") "the Purchase Order" means Historic Royal Palaces' pre-printed and numbered form used by Historic Royal Palaces to enter into the agreement to purchase the goods or services and bearing these conditions on the reverse, together with any documents annexed to it, "the Contractor" means the supplier of any goods or services under the Contract, "the Contract" means the document forming the Contractor's quotation or tender, Historic Royal Palaces' acceptance thereof including the Purchase Order, and these conditions. In the case of any discrepancy between these conditions and any of Historic Royal Palaces' conditions in the tender documents, the latter shall prevail.

2. ASSIGNMENT AND SUBCONTRACTING

The Supplier/Contractor shall not without the written consent of Historic Royal Palaces assign or transfer the benefit or burden of the Purchase Order/Contract or any part thereof. No subcontracting by the Supplier/Contractor shall in any way relieve the Supplier/Contractor of any of his responsibilities under the Purchase Order/Contract.

Historic Royal Palaces shall be entitled to:

- a) Assign, sub-contract or otherwise dispose of its rights and obligations under the Purchase Order/Contract or any part thereof provided that any such assignment, notation, subcontracting or other disposal shall neither increase the burden of the Supplier's/Contractor's obligations nor lessen his protection under this Purchase Order/Contract; and
- b) Assign, sub-contract or otherwise dispose of its rights and obligations under this Purchase Order/Contract of any other body established by the Crown or under Statute in order substantially to perform any of the functions that previously has been performed by any department, offices or agency of the Crown or to any other body assuming the obligation to perform the said functions by any other means.

Any change in the legal status of Historic Royal Palaces shall not affect the validity of the Purchase Order/Contract. In the event of the establishment of a successor to Historic Royal Palaces, this Purchase Order/Contract shall bind and inure to the benefit of that successor

3. PERFORMANCE – THE GOODS/SERVICE

The Goods supplied in accordance with this Purchase Order/Contract shall:

- a) Be of good and sound design, materials and workmanship;
- b) Be of satisfactory quality and fit for the purpose(s) for which they were supplied under the Purchase Order/Contract;
- c) Conform as to description, specification, relevant sample and quality with the particulars stated in the Purchase Order/Contract including where such particulars are based on any description provided by the Supplier/Contractor whether in brochures, advertisements or elsewhere and whether orally or in writing;
- d) Comply with all statutory requirements and regulations applicable to the Goods;

The Service supplied in accordance with this Purchase Order/Contract shall:

- a) Be carried out with reasonable care and skill
- b) Be carried out within a reasonable time and within the time (if any) stated on the Purchase Order/Contract
- c) Comply with all Statutory/Local Authority/Site and other regulations applicable to the Services.

4. PRICE AND PAYMENT

The price detailed on the Purchase Order/Contract shall remain firm and fixed for the duration of the Purchase Order/Contract

The Supplier/Contractor shall send a detailed price invoice, with VAT quoted separately, quoting the Purchase Order Number overleaf to the invoice address stated overleaf.

Payment shall be made within 30 days of the receipt of the information required to verify an invoice in accordance with paragraph 4.2 except where the amount is in dispute.

5. DELIVERY/COMPLETION OR ORDER

All goods shall be delivered, carriage free, at the place and time specified and only between 7.30am and 4.00pm Mondays to Fridays, unless otherwise agreed.

Delivery shall be deemed to be made upon receipt of Goods by Historic Royal Palaces at the site stated on the Purchase Order/Contract in accordance with the Purchase Order/Contract

The Services shall be considered complete when Historic Royal Palaces is satisfied that the Service have been completed in accordance with the Purchase Order/Contract

Where any access to the premises is necessary in connection with delivery or installation the Supplier/Contractor shall at all times comply with the reasonable requirements of the Palace Management.

6. INSPECTION, REJECTION & GUARANTEE

The Supplier/Contractor shall permit Historic Royal Palaces to make any inspections or tests that they may reasonably require and shall afford all reasonable facilities and assistance free of charge at his premises but no inspection shall relieve the Supplier of any of his obligations.

Historic Royal Palaces may by written notice to the Supplier/Contractor reject any of the Goods/Service which fails to meet the requirements specified in the Purchase Order/Contract.

7. RISK & PROPERTY

Without prejudice to the rights and obligations of the parties under the Purchase Order/Contract, the property in the Goods or any part thereof shall pass to Historic Royal Palaces on delivery or on payment by Historic Royal Palaces (whichever is earlier) but the risk shall not pass to Historic Royal Palaces until the Goods have been delivered in accordance with the Purchase Order/Contract.

8. DAMAGE IN TRANSIT

The Supplier/Contractor shall free of charge and as quick as possible either repair or replace (as Historic Royal Palaces shall elect) and Goods damaged in transit or which having been placed in transit fail to be delivered to Historic Royal Palaces. Historic Royal Palaces must give notice to the Supplier/Contractor that the Goods have been damaged within 30 days of delivery.

9. LABELING & PACKAGING

The Goods shall be packed and marked in a proper manner and in accordance with Historic Royal Palaces' instructions, any statutory and any requirements of the carriers. In particular the Goods shall be marked with the Purchase Order Number, and all containers of hazardous goods (and all documents relating thereto) shall bear prominent and adequate warnings

All packaging materials will be considered non-returnable and will be destroyed unless agreed otherwise in writing.

10. OWNERSHIP

It shall be a condition of this Purchase Order/Contract that, except to the extent that the Goods are made up in accordance with designs furnished by Historic Royal Palaces, none of the Goods will infringe any patent, trade mark, registered design, copyright or other rights in the nature of industrial property of any third party and the Supplier/Contractor shall indemnify Historic Royal Palaces against all actions, suits, claims, demands, losses, charges, costs and expenses which Historic Royal Palaces may suffer or incur as a result or in connection with any breach of this Condition.

All rights (including ownership and copyright) in any specifications, instructions, plans, drawings, patterns, models, designs or other material furnished to or made available to the Supplier/Contractor by Historic Royal Palaces pursuant to this Purchase Order/Contract shall remain vested solely in Historic Royal Palaces.

11. HEALTH & SAFETY

The Supplier/Contractor represents and warrants to Historic Royal Palaces that the Supplier/Contractor has satisfied himself that all necessary tests and examinations have been made or will be made before delivery of the Goods to ensure that the Goods are designed and constructed and the Services performed so as to be safe and without risk to the health and safety of persons using the same, and that he has made available to Historic Royal Palaces adequate information about the use for which the Goods have been designed and have been tested and the Service will be performed.

12. GIFTS

The Supplier/Contractor shall not offer, give or agree to give any Historic Royal Palaces' employee any gift, consideration or reward in the attainment of execution of the Purchase Order/Contract.

13. ENVIRONMENTALLY DAMAGING SUBSTANCES

The Supplier/Contractor shall take all possible care to ensure that any material used do not contain CFC (Chlorofluorocarbons), Halons or any other environmentally damaging substances

14. ASBESTOS

The Goods shall not contain asbestos of any type.

15. INDEMNITY

The Supplier/Contractor shall be liable for, indemnify, defend and hold harmless Historic Royal Palaces from and against all losses, costs and damages of every kind and nature, including legal expenses, in respect of

- a) Injury, sickness, disease or death of any person, including Historic Royal Palaces' employees and
- b) Loss of or damage to property, including Historic Royal Palaces' property arising out of or in connection with the Purchase Order/Contract, unless caused by the negligence of Historic Royal Palaces.

16. INSURANCE

The Supplier/Contractor shall effect and maintain adequate general third party and product liability insurance and provide evidence of such cover if required.

17. CONFIDENTIALITY

The Supplier/Contractor shall keep confidential any information, data or process connection with Historic Royal Palaces. The Supplier/Contractor shall not refer the Historic Royal Palaces or the Purchase Order/Contract in any advertisement without Historic Royal Palaces' prior written agreement.

18. TERMINATION

Without prejudice to either party's rights and remedies under this Purchase Order/Contract or at law, if either party breach of its obligations hereunder the other party may give the party in breach not less than 2 days written notice to rectify such breach and if such breach is not rectified within this period may terminate the Purchase Order/Contract or any part thereof. In the event of termination by Historic Royal Palaces under this sub-clause 18.1 Historic Royal Palaces may retain out of any amount due to the Supplier/Contractor under the Purchase Order/Contract any amount equal to any bona fide claim that Historic Royal Palaces may have against the Supplier/Contractor arising out of such breach.

Upon termination of the Purchase Order/Contract the Supplier/Contractor shall immediately return to Historic Royal Palaces any or all Historic Royal Palaces' equipment, which the Supplier/Contractor may have in its possession.

19. GOVERNMENT LAW

The construction and performance of the Purchase Order/Contract shall be governed by the laws of England.

20. STATUS OF THE PURCHASE ORDER/CONTRACT AND THESE CONDITIONS

The Purchase Order/Contract constitutes an offer by Historic Royal Palaces to purchase Goods and/or acquire Services subject to these conditions and no other terms and conditions shall apply unless agreed in writing between the parties.