

To all TU Dublin Suppliers

EFFICIENT PAYMENT PROCESSING



Dear Manager,

In order that we can process your invoices for payment as efficiently as possible, please ensure the following with regard to all purchasing transactions with the Technological University Dublin.

- **No Orders should be accepted unless they are on Technological University Dublin official Order stationery. Goods/Services delivered without such an Order will not be considered a binding agreement. (Sample attached)**
- All Invoices should quote the Technological University Dublin Official Purchase Order number.
- Invoices/Statements should preferably be emailed to accounts.payable@tudublin.ie or alternatively posted directly to:
Technological University Dublin – City Campus,
Central Creditors Section
5th Floor, Park House Grangegorman
191 North Circular Road
Dublin 7
D07 EWW4
- TU Dublin Terms and Conditions are printed on the back of the Official Purchase Order.
- Payments will generally be made net 15 days from the agreed date of delivery to TU Dublin or on receipt of a correctly submitted invoice, whichever occurs later, unless otherwise negotiated.
- Incorrectly submitted invoices may delay payment until the invoice query is satisfactorily resolved.
- There should be only one TU Dublin account with each supplier.

Please note we will not apply the terms of the Prompt Payment of Accounts Act 1997 until a properly documented invoice is received by email in accounts.payable@tudublin.ie or by post in Technological University Dublin – City Campus, Central Creditors Section, 5th Floor, Park House Grangegorman, 191 North Circular Road, Dublin 7, D07 EWW4

Yours sincerely,

Colm Whelan
Head of Finance

**TECHNOLOGICAL UNIVERSITY DUBLIN
TO BE KNOWN AS "TU DUBLIN"
TERMS AND CONDITIONS OF PURCHASE**

1. ORDER ACCEPTANCES

1.1 Acceptance of this order constitutes acceptance of these conditions by the supplier. Any delivery made or work started by the supplier pursuant to this order shall constitute acceptance of this order. The supplier accepts that these terms and conditions shall govern relations between that supplier and Technological University Dublin to the exclusion of any other terms even if contained in any of the supplier's documents which purport to provide that the supplier's own terms shall prevail. Absolute title in the goods supplied shall pass to Technological University Dublin on receipt at the address specified on the order or on collection from the supplier's premises.

2 PERFORMANCE

2.1 Ordering

2.1.1 Wording pertaining to the specifications for goods/services shall be agreed with purchaser before the Purchase Order is raised. The agreed wording shall be standardised across all documentation including delivery dockets and invoices.

2.1.2 Extra to order items not specified on the Purchase Order require a separate Purchase Order number. No additional charges will be paid for extras not specified on the order.

2.1.3 Any changes to order or additional conditions proposed by the supplier must be in writing and will not be binding on Technological University Dublin except by specific consent from the signatory of the order, prior to delivery.

2.1.4 The supplier shall not assign, subcontract, transfer or otherwise makeover the contract or any part thereof without the consent in writing of Technological University Dublin.

2.2 Delivery

2.2.1 The supplier shall deliver the goods/services within 15 working days of the date of the Purchase Order, unless otherwise specified on the Purchase Order or as agreed with the Purchaser.

2.2.2 The supplier shall deliver the goods/services ordered to the specified delivery point at the College site and where required at a specified time.

2.2.3 All goods and services must be received by an authorised person i.e. a Goods Inward Officer, a Porter or a representative from the local Accounts Office.

2.2.4 Delivery shall be at the supplier's expense unless otherwise agreed.

2.2.5 Redelivery of goods between colleges as a result of an error on behalf of the supplier will also be at the supplier's expense. Redelivery of goods must be completed within 8 working hours of being brought to the supplier's attention.

2.2.6 Time shall be of the essence of the contract. Technological University Dublin may cancel the order in the event that delivery does not take place on the correct date.

2.2.7 All goods are to be delivered by one single delivery unless otherwise agreed between Technological University Dublin and the supplier.

2.2.8 Purchase Order numbers must be clearly marked on all delivery dockets. Goods will not be accepted without a Purchase Order number.

2.2.9 Delivery dockets must be given to the authorised person receipting the goods. They must not be included inside the packaging.

2.2.10 Where goods are delivered by courier or by post the supplier shall forward a copy of the delivery docket to the local Accounts Office within 2 working days of the actual delivery date. The delivery docket shall contain a purchase order number and shall be clearly marked copy.

2.3 Quality of Goods & Services

2.3.1 Technological University Dublin reserves the right to cancel the purchase order if the quality of the goods/services is not satisfactory for the intended purpose. The supplier shall bear the cost of returning goods rejected and will indemnify Technological University Dublin against all costs, claims, demands, liabilities and expenses arising as a result of imperfect workmanship in or the defective condition of goods, or non-compliance with the law irrespective of whether they have been examined.

2.3.2 The supplier warrants that the goods supplied hereunder are produced in conformity with all regulations and standards and statutory provisions in force.

2.3.3 The supplier warrants that delivery of the goods/services will not infringe any valid patent or trademark, trade name, copyright or registered design.

2.4 Pricing

2.4.1 Prices as stated on this order remain fixed until the delivery of all goods/services which are the subject of this order in accordance with these terms and conditions.

2.4.2 It is the responsibility of the supplier to ensure that all prices are inclusive of VAT and carriage charges. The VAT element should be stated separately. These shall be agreed with the purchaser before acceptance of the Purchase Order.

2.5 Invoicing

2.5.1 All invoices must quote a Valid Purchase Order number. Each invoice must directly correlate to a Purchase Order. Payment will not be made against goods invoiced that are not also contained on the order.

2.5.2 All invoices must be forwarded preferably to accounts.payable@tudublin.ie or alternatively by post to Technological University Dublin – City Campus, Central Creditors Section, 5th Floor, Park House Grangegorman, 191 North Circular Road, Dublin 7, D07 EWW4.

2.5.3 Payment will not be made against copy invoices unless supported by a current Statement.

2.5.4 Copy invoices must be clearly marked.

2.5.5 The supplier is obliged to submit invoices in respect of goods and service supplied as soon as possible after the delivery and acceptance of the goods to which they relate or as soon as possible after the provision of the services referred to in the invoice. TU Dublin reserves the right not to pay invoices not submitted within 6 months after the delivery/acceptance date (goods) or within 6 months after the date of completion of the provision of the service (services) and only in exceptional circumstances will TU Dublin exercise its discretion to pay such invoices.

3. TAX DETAILS AND OTHER COMPLIANCES

3.1 Construction Suppliers

Payments to Construction Suppliers will only be made where Revenue Commissioners have issued the Relevant Contracts Tax (RCT) number to TU Dublin and such payments will be subjected to the relevant rate of tax as notified to TU Dublin by Revenue Commissioners.

3.2 Tax Clearance Certificate

As TU Dublin is a Public Body all Contracts/Purchases above €10,000 in a rolling year will require the Contractor to have Tax Clearance from the Irish Revenue Commissioners and RCT number for construction operations. Payments and orders are at all times conditional on the contractors being in possession of valid tax clearance.

3.3 Goods Purchased outside the State but within the EU

Suppliers of goods from outside the State must furnish TU Dublin with an Invoice detailing the following information:

1. Commodity Code
2. Weight in Kilograms
3. Mode of Transport

Non-compliance will result in rejection of the Invoice.

TU Dublin VAT No is 3574697EH

Purchase orders issued to Companies outside the state but within the EU will be issued exclusive of VAT. TU Dublin is obliged to self account for VAT to the Irish Revenue. Any queries regarding VAT on invoicing should be directed to Technological University Dublin – City Campus, Central Creditors Section, 5th Floor, Park House Grangegorman, 191 North Circular Road, Dublin 7, D07 EWW4.

3.4 Professional Services Withholding Tax (PSWT)

Payments made in respect of Professional Services are liable to deduction of Tax at the standard rate of tax.

4. COMMUNICATIONS

4.1 Correspondence

All correspondence verbal or written pertaining to this order should be addressed to the University and not personalised beyond the signatory of the order.

4.2 Confidentiality

All technical information, drawings, designs, specifications and all other information communicated by Technological University Dublin are confidential and shall remain the sole property and copyright of Technological University Dublin and shall not without the express written consent of Technological University Dublin, be disclosed to a third party, and must be used solely for the purpose of this contract.

5. FORCE MAJEURE

5.1 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.

6. PAYMENT TERMS

6.1 Payment will generally be made net 15 days from the agreed date of delivery to Technological University Dublin or on receipt of a correctly submitted invoice, whichever occurs later. Incorrectly submitted invoices will necessitate Technological University Dublin delaying payment until the invoice query is resolved to its satisfaction.

6.2 All costs, damages or expenses for which the supplier is liable to Technological University Dublin may be deducted from any monies due or becoming due to the supplier or may be recovered by action at law or otherwise from the supplier.

PURCHASE ORDER

DELL COMPUTER CORPORATION (IRL)
 BLOCK AB,
 CHERRYWOOD SCIENCE & TECH. PK,
 LOUGHLINSTOWN,
 CO. DUBLIN.
 [REDACTED]

Order Number	F11081142
Order Date	08/01/2019
Supplier ID	1876
Nominal	4805
Subaccount	DE01
Delivery Terms	

Tax Clearance: 473769 Certificate Expiry Date: 31 Jan 2019 Goods/Service for: TU Dublin TEST

Deliver To:
 For Attention of: TEST
 PARK HOUSE
 5TH FLOOR, PARK HOUSE
 GRANGEGORMAN
 191 NORTH CIRCULAR ROAD
 DUBLIN 7

Invoice To:
 TU DUBLIN
 5th FLOOR, PARK HOUSE,
 GRANGEGORMAN,
 191 NORTH CIRCULAR ROAD
 D07 EWW4

DESCRIPTION	QTY	UNIT PRICE (NET)	VAT %	GROSS (INC VAT)
LAPTOP DELL LATITUDE 5490 WIN AS PER QUOTATION [REDACTED] THIS IS TESTING ONLY - NO ORDER	1.00	EA	[REDACTED]	[REDACTED]
Net Total: EUR VAT Total: EUR Order Total: EUR				[REDACTED]

