



**Standard Conditions of Contract
for the Purchase of Goods and Services**

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1. Definitions and Interpretations

1.1. For the purposes of the Contract, except where expressly stated to the contrary, the following words in capitals shall have the following meanings:

1.1.1. ADDRESS means the delivery address stated in an Order, or such other address as the Purchaser may subsequently notify in writing.

1.1.2. CONDITIONS means the standard Conditions of purchase set out in this document and (unless the context otherwise requires) includes any special terms and Conditions agreed in writing between the Purchaser and Supplier

1.1.3. CONTRACT means the agreement between the Purchaser and Supplier, consisting of the Order, any relevant tender documentation, these Conditions and any other documents, or parts thereof, specified in the Order for the sale and purchase of the Goods or the supply of the Services

1.1.4. CORRECT INVOICE means a detailed invoice quoting the Purchaser's order number, setting out full details of the Goods or Services supplied, agreed prices and any discounts given.

1.1.5. DATA means all designs, models, drawings, prints, samples, transparencies, specifications, reports, manuscripts, working notes, documentation, process information, manuals, photographs, negatives, tapes, discs or diskettes, software, or any other similar items.

1.1.6 DATA BREACH means any act or omission that (i) compromises the security, confidentiality or integrity of the Personal Data that Supplier Processes for and on behalf of the Purchaser (including, by way of example, the unauthorised loss or disclosure of any such Personal Data by Supplier); (ii) compromises the physical, technical, administrative or organisational safeguards put in place by the Supplier that relate to the protection of the security, confidentiality or integrity of such Personal Data (including any breach of the IT and data security requirements); or (iii) causes the Purchaser or Supplier to be in breach of data protection Law (in particular the General Data Protection Regulation).

1.1.7 DATA CONTROLLER has the meaning set out in the DPA up to and including 24 May 2018 and has the meaning set out in the GDPR from 25 May 2018.

1.1.8 DATA PROTECTION PARTICULARS means, in relation to any Processing under this Agreement: (a) the subject matter and duration of the Processing; (b) the nature and purpose of the Processing; (c) the type of Personal Data being Processed; and (d) the categories of Data Subjects.

1.1.9 DATA SUBJECT has the meaning set out in the DPA up to and including 24 May 2018 and from 25 May 2018 has the meaning set out in the GDPR

1.1.10. DELIVERY means the receipt by the Purchaser of the Goods or performance of the Service at the Address

1.1.11 DPA means the Data Protection Act 1998 and the rules and regulations made or having effect under it;

1.1.12 GDPR means Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data, and repealing Directive 95/46/EC (General Data Protection Regulation) OJ L 119/1,4.5.2016;

1.1.13. GOODS means all products, articles or materials specified in an Order to be supplied in accordance with the Contract

1.1.14. ORDER means the Purchaser's officially numbered purchase order incorporating these conditions together with all the documents attached or referred to therein.

1.1.15. PERSONAL DATA has the meaning set out in the DPA up to and including 24 May 2018 and from 25 May 2018 has the meaning set out in the GDPR. For the purposes of this Agreement, Personal Data shall include Sensitive Personal Data

1.1.16. PRICE means the price exclusive of Value Added Tax payable to the supplier by the Purchaser under the Contract for the full and proper performance by the Supplier of its obligations under the Contract

1.1.17. PROCESSING has the meaning set out in the DPA up to and including 24 May 2018 and has the meaning set out in the GDPR from 25 May 2018, and "Process" and "Processed" shall be construed accordingly;

1.1.18 PROCESSOR has the meaning of "Data Processor" as set out in the DPA up to and including 24 May 2018 and has the meaning set out in the GDPR from 25 May 2018;

1.1.19. PURCHASER means the University of Cumbria and any of its subsidiary or associated companies from time to time.

1.1.20 SENSITIVE PERSONAL DATA means Personal Data that reveals such categories of data as are listed in Article 9(1) of the GDPR;

1.1.21. SERVICES means the services or work specified in an Order to be supplied in accordance with the Contract.

1.1.22. SUPPLIER means the Supplier named in an Order.

1.1.23 TUPE means the Transfer of Undertakings (Protection of Employment) Regulations 2006

2. Basis of Purchase

2.1. An Order constitutes an offer by the Purchaser to purchase Goods and/or Services at the Price stated in the Order and subject to these conditions.

2.2. No Contract shall be concluded until the Supplier either expressly, by giving notice of its acceptance to the Purchaser, or impliedly, by fulfilling an Order in whole or in part, accepts the Purchaser's offer.

2.3. These conditions shall apply to the Contract to the exclusion of any other terms and conditions on which any quotation has been provided to the Purchaser or subject to which the Order is accepted or purported to be accepted by the Supplier unless otherwise agreed in writing by the Purchaser.

2.4. Subject to Clause 22, no variation or addition to these Conditions or an Order or the Contract shall be binding upon the Purchaser unless agreed in writing between an authorised representative of the Purchaser and an authorised representative of the Supplier.

2.4.1. Authorised representatives of the Purchaser are deemed to be as follows:

2.4.1.1. The Director of Finance; or

2.4.1.2. Finance Manager – Operations and Control

2.5. Subject to any amendment in accordance with Clause 2.4 these conditions embody the entire understanding of the parties and override any prior promises, undertakings or representations.

3. Cancellation of Order

3.1. The Purchaser may cancel a Contract without liability to the Supplier at any time prior to the receipt of express or implied acceptance by the Supplier by giving written notice to the Supplier.

3.2. At any time after express or implied acceptance of an Order by the Supplier, the Purchaser shall be entitled to cancel a Contract in respect of all or part only of the Goods and/or the Services by giving written notice to the Supplier at any time prior to delivery or performance, in which event the Purchaser's sole liability shall be to pay to the Supplier fair and reasonable compensation for work-in-progress at the time of cancellation but such compensation will not include loss of profits (whether direct or indirect and whether actual or anticipated) or any indirect or consequential loss.

3.3. The Supplier may not cancel the Contract.

4. Price

4.1. The price payable for the Goods or the Services shall be that stated on the Order and, unless otherwise so stated, shall be:

4.1.1. Exclusive of any applicable Value Added Tax (which shall be payable by the Purchaser subject to receipt of a VAT invoice);

4.1.2. Inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the Address and any taxes, levies or duties other than Value Added Tax.

4.2. The price shall remain firm for the period of the Contract.

4.3. No increase in the price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of the Purchaser.

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4.4. The Purchaser shall be entitled to any discount for prompt payment, bulk purchase, volume of purchase or otherwise usually granted by the Supplier in such circumstances, unless otherwise agreed in writing by the Supplier and the Purchaser.

5. Delivery

5.1. The Goods shall be delivered to and the Services shall be performed at the Address on the date or within the period stated in the Order, in either case during the Purchaser's usual business hours. The Purchaser reserves the right to make alternative delivery arrangements by written notice to the Supplier.

5.2. The time of delivery of the Goods and of performance of the Services is of the essence of the Contract.

5.3. Each delivery of Goods must be accompanied by a delivery note setting out full particulars of the Goods, delivery Address and quoting the Purchaser's Order number. The outside of each package will be clearly marked with the Purchaser's Order number, quantity, batch number and expiry date of contents (where applicable) and any other information appropriate to the Goods.

5.4. All Goods and Services must be delivered or performed at the Address specified in the Order. If Goods or Services are incorrectly delivered or performed, the Supplier shall be responsible for remedying the situation and effecting redelivery or re-performance at the correct Address and for any additional expense occurred in delivery or performance at the correct Address.

5.5. The Supplier shall supply the Purchaser on delivery of the Goods or performance of the Services with all operating, maintenance, repair and safety data sheets and instructions and other information as are necessary for the safe operation of the Goods which are required to enable the Purchaser to accept delivery of the Goods or performance of the Services.

5.6. The Purchaser shall not be obliged to return to the Supplier any packaging or packaging material for the Goods whether or not any Goods are accepted by the Purchaser.

5.7. If the Goods are to be delivered or the Services are to be performed by instalments, a Contract shall be treated as a single contract and not severable.

5.8. The Purchaser shall not be deemed to have accepted the Goods until the Purchaser has had a reasonable time to inspect them following Delivery or, if later, within a reasonable time after any latent defect in the Goods has become apparent.

5.9. The Purchaser reserves the right to mark the Goods immediately on Delivery for the purposes of security. The Purchaser will not be deemed to have accepted the Goods if it marks them nor shall the Supplier be entitled to raise an objection on this ground to any subsequent rejection of the Goods.

6. Documentation and Marking

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6.1. Any Goods supplied or installed under an Order shall be designed, constructed, finished, packaged and marked in a proper manner and in accordance with the Purchaser's instructions, any statutory requirements and any requirements of the carriers. All necessary warning notices clearly displayed so as to be safe and without risk to health and to reach the Address in an undamaged condition.

7. Payment

7.1. The Supplier shall submit to the Purchaser, at the address stated in Schedule B of this Contract, a detailed priced invoice in accordance with the Contract. The invoice shall show or have attached all information necessary to support the invoiced amount therein including all relevant time sheets or schedules. Where expenses are allowed are part of the contract these should be separately shown on the supplier's invoice.

7.2. The Supplier must be provided with a University of Cumbria purchase order. The purchase order number must be quoted on the suppliers invoice to enable prompt payment.

7.3. The Supplier must provide evidence and agree with the purchaser that the service has been provided in accordance with this contract. This is to enable the purchaser to goods receive the service on the internal Purchase Order Processing system.

7.4. The University pays its suppliers directly into their bank account via the BACS automated payment system. The Supplier must provide accurate bank account details to allow payments to be made by BACS, and keep the University informed of any subsequent changes to their bank details. Failure to provide accurate bank details may result in payments being delayed.

7.4.1. Bank details cannot be accepted over the telephone. Please provide bank details by post or by fax on headed company paper.

7.4.2. In accordance with the HMRC changes to the Intermediaries Legislation (Chapter 8 Part 2 Income Taxes (Earnings and Pensions) Act 2003 ("ITEPA 2003")): where the contract is for work deemed by UoC to be employment and the payment is being made to an organisation considered to be an intermediary (eg Personal Service Company), then the University will deduct and pay the relevant amounts of income tax and employees national insurance contributions from invoices before payment.

7.5. Unless otherwise specified in Schedule B of the Contract, the Purchaser will pay for the Services In the absence of any express condition in the Contract, and unless section 7.4.2 applies UOC terms are thirty (30) days following receipt of a valid invoice, providing that the date of the invoice is not prior to the date of delivery. Payment shall not operate as a waiver of any of the Purchaser's rights under the Contract.

7.5.1 Where section 7.4.2 applies, the terms of payment will be the following: Invoices received and approved by the 10th of the month will be paid at the end of the same month. Invoices received and/or approved after the 10th of the month may not be paid until the end of the following month.

7.6. All sums payable under the Contract shall be in accordance with the Contract Price and shall be exclusive of Value Added Tax, which may be added to the invoice where appropriate. The Purchaser shall pay to the Supplier all Value Added Tax properly chargeable in respect of the Services, provided that the Supplier gives the Purchaser a valid tax invoice in

accordance with relevant legislation. The Supplier shall pay all other taxes arising under the Contract unless otherwise determined by the purchaser (see section 7.4.2).

7.7. The Purchaser may set off part or all of the payments due to the Supplier under the Contract against amounts due from the Supplier to the Purchaser under the Contract or any other Contract.

7.8. No increase in the Contract Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of the Purchaser.

8. Risk and Property

8.1. Risk of damage to or loss of the Goods shall pass to the Purchaser upon delivery to the Purchaser in accordance with these Conditions.

8.2. The property in the Goods shall pass to the Purchaser upon delivery unless advance or progress payments are made for the Goods prior to delivery in which case:

8.2.1. Property in any materials purchased or allocated by the Supplier for the purpose of an Order shall immediately vest in the Purchaser; and

8.2.2. Property in any completed Goods appropriated to an Order shall immediately vest in the Purchaser.

8.3. If the Goods are rejected by the Purchaser for any reason, property and risk in the Goods rejected shall revert to the Supplier.

9. Quality, Quality Control and Inspection

9.1. The quantity, quality and description of the Goods and the Services shall, subject to as provided in these Conditions, be as specified in the Order or in any applicable specification supplied by the Purchaser to the Supplier.

9.2. The Supplier shall not unreasonably refuse any request by the Purchaser to inspect and test the Goods during manufacture, processing or storage at the premises of the Supplier or any third party prior to despatch and in the event of any such request the Supplier shall provide the Purchaser with all facilities reasonably required for inspection and testing.

9.3. If, as a result of inspection or testing, the Purchaser is not satisfied that the Goods will comply in all respects with the Contract and the Purchaser so informs the Supplier within a reasonable time, the Supplier shall take such steps prior to Delivery as are necessary to ensure compliance.

9.4. Any test and inspection certificates that are required by an Order shall be provided by the Supplier without charge.

9.5. Notwithstanding any inspection or testing, the Supplier will remain fully responsible for the Goods and any such inspection or testing will not diminish or otherwise affect the Supplier's obligations under the Contract.

10. Warranties as to Goods and Services

10.1. The Supplier warrants to the Purchaser that the Goods:

10.1.1. Shall be of satisfactory quality and fit for the purpose which the Purchaser has made known to the Supplier or, where the Purchaser does not make any purpose known to the Supplier, for the purpose for which the Goods are normally used;

10.1.2. Shall be free from defects in design, material and workmanship;

10.1.3. Shall comply in every respect with any relevant specifications, drawings, samples or descriptions; and

10.1.4. Shall comply with any statute, statutory order, directive or regulation or relevant International, European or British Standard (or equivalent required by the Purchaser) and any voluntary codes of conduct relating to the Goods and their sale in force at the time of delivery.

10.2. The Supplier warrants that it has free and unencumbered title and right to sell the Goods to the Purchaser and that the sale or use of the Goods for any purpose whatsoever by the Purchaser shall not infringe any patent, copyright, trade name, trade mark, design right or any other intellectual property right whatsoever of any third party.

10.3. The Supplier warrants to the Purchaser that the Services will be performed by appropriately qualified and trained personnel with competence and due care and diligence and in accordance with the Purchaser's instructions for the provision of such Services and will comply in every respect with all relevant specifications.

11. Indemnity

11.1. The Supplier shall indemnify the Purchaser fully and shall keep the Purchaser fully indemnified against all liability, loss, damages, injury, costs, claims and expenses (including legal expenses) suffered or incurred by the Purchaser or in connection with

11.1.1. Breach of any warranty or undertaking by the Supplier in relation to the Goods or Services;

11.1.2. Any claim that the Goods infringe, or their use or resale infringes the patent, copyright, design right, trade mark or other intellectual property rights of any other person, except to the extent that the claim arises from compliance with any specifications, drawings, samples or descriptions provided by the Purchaser;

11.1.3. Any liability under the Consumer Protection Act 1987 in respect of the Goods;

11.1.4. Any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods;

11.1.5. Any act or omission of any of the Supplier's personnel in connection with the performance of the Services;

11.1.6. Any injury or other loss caused to an employee of the Purchaser or any other person on the Purchaser's premises, caused by any default or negligence on the Supplier's part, including without prejudice to the generality of the foregoing, any failure by the Supplier or the Supplier's agents, employees or sub-contractors to comply with any provisions of the

Health and Safety at Work Act 1974 (and any amendments or modifications thereof) or any regulations or code of practice there under; and

11.1.7. Any investigation or proceedings or financial redress which arises out of a breach of Condition 24, Equal Opportunities and the Race Relations Amendment Act 2000.

11.1.8. Any liability under the WEEE Regulations 2006 and the ROHS Regulations 2006

12. Insurance

12.1. The Supplier shall effect and maintain and shall require its sub-contractors to effect and maintain throughout the continuance of the Contract the following insurance arrangements, via a reputable insurance company:

12.1.1. Employer's liability with a minimum limit of indemnity of £10,000,000 (ten million pound);

12.1.2. Public liability with a minimum indemnity of £2,000,000 (two million pounds) in respect of any one act or occurrence or series of acts or occurrences arising from one cause;

12.1.3. Professional indemnity with a minimum limit of indemnity of £2,000,000 (two million pounds) in respect of any one act or occurrence or series of acts or occurrences in any twelve-month period.

12.2. The Supplier shall ensure that the policies covering public liability and professional indemnity liability contain an indemnity to principals clause and shall be endorsed to prevent any exercise of rights of subrogation against the Purchaser, its staff, its contractors and its contractors' staff.

12.3. The Purchaser reserves the right to inspect the insurance policies of the Supplier and to request copies of confirmation of renewal of such policies.

12.4. If the Supplier defaults in insuring, the Purchaser may itself effect insurance and charge the cost together with an administration charge of 10% to the Supplier.

13. Intellectual Property

13.1. All patents, copyright, design rights and other intellectual property rights ("IP Rights") in all Data prepared or supplied by the Purchaser to the Supplier shall remain the property of the Purchaser.

13.2. All "IP Rights" In all Data prepared or developed by the Supplier under or in connection with the Contract shall vest in the Purchaser.

13.3. All "IP Rights" in all Data not prepared or developed by the Supplier under or in connection with the Contract but which are

13.3.1. Already vested in the Supplier and

13.3.2. Used by the Supplier in connection with the Contract

Shall remain vested in the Supplier but the Supplier hereby grants a non-exclusive, irrevocable, royalty-free licence to both the Purchaser and to any third party whom the Purchaser has authorised or may in the future authorise to use, copy or modify such Data provided it is to enable the Purchaser or such third party to utilise the Data prepared or developed under or in connection with the Contract.

13.4. Any Data supplied by the Purchaser shall be returned to the Purchaser on fulfilment of the Contract, at the expense of the Supplier.

14. Confidentiality

14.1. The Supplier shall keep confidential all Data or information connected with the business of the Purchaser or which comes to the Supplier's knowledge under or as a result of the Contract and shall not disclose it to any third party or use it other than for performance of the Contract except:

14.1.1. With the prior written agreement of the Purchaser; or

14.1.2. By requirement of law.

14.2. The provisions of Condition 14.1 shall not apply to such information if it is:

14.2.1. In the public domain otherwise than by failure of the Supplier to comply with Condition 14.1, or

14.2.2. In the possession of the Supplier before these confidentiality obligations came into effect, or

14.2.3. Obtained from a third party who is free to disclose the same.

15. Data Protection

- 15.1 The parties acknowledge and agree that Schedule 1 (Data Protection Particulars) of this Agreement is an accurate description of the Data Protection Particulars.
- 15.2 The Supplier shall Process Personal Data only to the extent, and in such a manner, as is necessary for the purposes specified in the Specification and in accordance with the Purchaser's written instructions from time to time and shall not Process Personal Data for any other purpose. If the Supplier is required by Law to Process Personal Data otherwise than in accordance with this Clause, immediately inform the Purchaser of the legal requirement before Processing Personal Data (unless prohibited from doing so by Law).
- 15.3 The Supplier will not Process Personal Data, or disclose Personal Data to any party who carries on business, outside the EEA except with the Purchaser's prior written consent and where such consent is given, take such actions and enter into such agreements as the Purchaser may require to ensure that such transfer or disclosure complies with Law.
- 15.4 The Supplier will keep a record of any Processing of Personal Data it carries out under the Contract.
- 15.5 The Supplier shall not disclose Personal Data to any person except under this Agreement or with your written consent.
- 15.6 The Supplier shall ensure that access to Personal Data is limited to:
- (a) those employees who need access to Personal Data to meet the Supplier's obligations under this Contract; and
 - (b) in the case of any access by any employee, such part or parts of the Personal Data as is strictly necessary for performance of that employee's duties.
- Data: 15.7 The Supplier shall ensure that employees that require access to Personal
- (a) are informed of the confidential nature of Personal Data;
 - (b) have undertaken training in Law relating to handling Personal Data; and
 - (c) are aware both of the Supplier's duties and their personal duties and obligations under Law and this Contract.
- 15.8 The Supplier shall ensure that all persons authorised to Process Personal Data are under an appropriate contractual or other legal obligation of confidentiality in respect of Personal Data.
- 15.9 The Supplier shall not disclose Personal Data to any Data Subject or to a third party other than at the request of the Purchaser or as provided for in this Contract.
- 15.10 The Supplier shall, taking into account the nature of the Processing, implement appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data. This includes taking reasonable steps to ensure the reliability of its employees with access to Personal Data.
- 15.11 The Supplier shall upon becoming aware, immediately and in any event within 24 hours notify the Purchaser of any Data Breach and shall work

together with the Purchaser to provide the Purchaser with full co-operation and assistance, including to investigate the Data Breach (including by

- (i) assisting with any investigation launched by the Purchaser;
- (ii) facilitating interviews with the Supplier's employees and others involved in the matter; and
- (iii) making available all relevant records reasonably required by the Purchaser to investigate the Data Breach or otherwise comply with Law or the requests of any competent regulatory authority in relation to the Data Breach or its investigation).

- 15.12 The Supplier shall not engage another Processor to Process Personal Data except with the Purchaser's prior specific written authorisation and, where such authorisation is given, enter into a contract with the Processor that imposes the same contractual obligations set out in this Clause on that Processor, and remain liable for any Processor that it engages in accordance with the terms of this Clause.
- 15.13 The Supplier shall assist and fully co-operate with the Purchaser to enable it to comply with its obligations as a Data Controller under and in accordance with Law including in relation to the security of Processing, data subject right requests, reporting personal Data Breaches to the supervisory authority and conducting privacy impact assessments. The Supplier shall notify the Purchaser within 24 hours if it receives a request from a Data Subject to exercise its rights under Law.
- 15.14 The Supplier shall promptly comply with any request from the Purchaser requiring the Supplier to amend, transfer or delete Personal Data. At the Purchaser's request, the Supplier shall provide to the Purchaser a copy of all Personal Data held by it in the format and on the media reasonably specified by the Purchaser.
- 15.15 The Supplier shall at any time on the request of the Purchaser, return all Confidential Information and/or data (including any Personal Data that the Supplier Processes for and on behalf of the Purchaser) to that Purchaser and/or permanently delete the same from its systems, including any back-up copies.
- 15.16 The Supplier shall at the Purchaser's option, delete or return to the Purchaser all Personal Data on termination of the Agreement and delete any existing copies of Personal Data except to the extent that the Purchaser is required to retain Personal Data by Law.
- 15.17 The Supplier shall make available to the Purchaser all information necessary to demonstrate our compliance with the obligations under this Clause and allow for and contribute to audits, including inspections, conducted by the Purchaser or another auditor mandated by the Purchaser.
- 15.18 The Supplier shall immediately inform the Purchaser if, in its opinion, an instruction from the Purchaser infringes Law.
- 15.19 The Supplier shall, in connection with this Agreement, comply in all respects with Law relating to data protection and have established procedures to ensure continued compliance with Law. The Supplier shall comply with its obligations as a Processor under and in accordance with Law.
- 15.21 The Supplier shall only collect any Personal Data in a form which is full compliant with Law which will contain a data protection notice informing the data subject of the identity of the Data Controller, the identity of any data

protection representative it may have appointed, the purposes or purpose for which their Personal Data will be Processed and any other information which is necessary having regard to the specific circumstances in which the data is, or is to be, Processed to enable Processing in respect of the Data Subject to be fair and compliant under Law.

- 15.22 The Supplier shall Process Personal Data in performing the Services as notified by the Purchaser only for as long as required and for no longer than the term of this Agreement.
- 15.23 The Supplier warrants that it shall:
(a) Process the Personal Data in compliance with Law; and
(b) take appropriate technical and organisational measures against Data Breach.
- 15.24 The Supplier agrees to indemnify and keep indemnified and defend at its own expense the Purchaser against all costs, claims, damages or expenses incurred by the Purchaser or for which the Purchaser may become liable due to any failure by the Supplier or its employees or agents to comply with any of its obligations under this Clause.

OR

The parties do not expect that the Supplier will process any Personal Data of the Purchaser as a Processor. Where the Supplier does Process any Personal Data of the Supplier as a Processor, the parties will vary this Agreement and replace this Clause with the Purchaser's standard Data Controller to Processor clause as disclosed to the Supplier prior to commencement of this Agreement.

16. Force Majeure

16.1. Neither party shall be liable to the other or be deemed to be in breach of contract by reason of any delay in performing, or any failure to perform any of their respective obligations in relation to the Contract if the delay or failure was due to any cause beyond said party's reasonable control including, but not limited to, any Act of God, act of Government or State, war, fire, flood, civil commotion, insurrection or industrial action except in relation to the industrial action of the Supplier's staff or sub-contractors.

17. Termination

17.1. The Purchaser may terminate the whole or any part of the Contract forthwith if:

17.1.1. Notice has been given to the Supplier of a substantial or persistent breach stating a reasonable period during which such breach is to be rectified and the Supplier, having been given such notice, has failed to satisfactorily remedy such breach within the period stated; or

17.1.2. The Supplier, (being an individual) becomes bankrupt or, (being a company) holds a meeting of creditors or enters into or proposes any arrangement or composition with or for the benefit of creditors or has a supervisor, receiver, administrator or administrative receiver appointed over or has any distress, execution or other process levied or enforced on the whole or a substantial part of its assets or presents or has presented in respect of it a petition or convenes a meeting for the purposes of considering a resolution for the making of an administration order or its winding up or liquidation; or

17.1.3. The Supplier ceases or threatens to cease to carry on its business or trade or is unable to pay its debts as defined in the Insolvency Act 1986; or

17.1.4. In the Purchaser's opinion the Supplier shall be incompetent or commit any act of gross or persistent misconduct and/or neglect; or

17.1.5. The Supplier does anything which brings or might reasonably be expected to bring the Purchaser into disrepute or otherwise damage other contractors, employees, agents, customers, other business associates or the general public, including but not limited to, committing an act of fraud or dishonesty whether or not connected with the provision of the Services.

17.2. If the Purchaser terminates:

17.2.1. Under any of the sub-clauses of clause 16.1 the Supplier shall if so required by the Purchaser immediately vacate the Site (where applicable);

17.2.2. Under any of the sub-clauses of clause 16.1 except clause 16.1.2 only but without prejudice to any other rights of the Purchaser, the Supplier shall be liable for any additional cost over and above the Contract Price incurred by the Purchaser in providing the goods or completing the Services. The Purchaser may deduct such additional cost from amounts (if any) as are due to the Supplier or otherwise recover such cost as a debt due from the Supplier. Subject to the foregoing, however, the Supplier may recover from the Purchaser, by way of full and final satisfaction of all claims, those moneys which the Purchaser agrees were accrued due prior to such termination.

17.3. Without prejudice to the rights of the Purchaser to terminate the Contract under condition 3 and clause 16.1 the Purchaser may for any other reason whatsoever terminate the Contract or any part thereof at any time by giving reasonable notice to the Supplier and specifying the date from which termination shall be effective. In such event the Purchaser shall make reasonable payment to the Supplier for all work performed prior to the date of termination and any approved additional costs necessarily and reasonably incurred by the Supplier as a direct result of such termination.

17.4. Any sums recoverable by the Supplier under clause 16.3 shall not exceed 50% of the Contract Price for the remaining original contract term..

17.5. The termination of the Contract howsoever arising is without prejudice to the rights, duties and liabilities of either the Purchaser or the Supplier which have accrued prior to termination. The Conditions which impliedly or expressly have effect after termination will continue to be enforceable notwithstanding termination.

17.6. Upon termination of the Contract, the Supplier shall give assistance to the Purchaser, if requested, to the extent necessary to effect an orderly handover of the Services to the Purchaser or, at the Purchaser's request, a new or replacement service provider.

17.7. Upon termination of the Contract, the Supplier shall immediately and at the Supplier's expense safely return to the Purchaser all property, information, Data, documentation, materials, software and equipment belonging to the Purchaser.

18. Remedies

18.1. Without prejudice to any other remedy, if any Goods or Services are not supplied or performed in accordance with the Contract, then the Purchaser shall be entitled (whether or not any part of the Goods or Services have been accepted by the Purchaser):

18.1.1. To rescind an Order;

18.1.2. To return the Goods to the Supplier at the cost and risk of the Supplier on the basis that a full refund for Goods so returned shall be paid forthwith by the Supplier;

18.1.3. To require the Supplier at the Supplier's expense to remedy defects in the Goods or Services and carry out any other necessary work to ensure that the terms of an Order are fulfilled within 7 days or any other period agreed in writing by the Purchaser;

18.1.4. To refuse to accept any further deliveries of the Goods or the provision of any further Services with the Purchaser having no further liability to the Supplier;

18.1.5. To claim such damages as may have been sustained in consequence of the Supplier's breach.

18.2. If, following the unsatisfactory supply of Goods or Services under the Contract, as outlined in clause 17.1, the Supplier fails to remedy the unsatisfactory Goods or Services promptly in accordance with the Purchaser's notice, the Purchaser may:

18.2.1. Without terminating this Contract in whole or in part, itself provide or procure the provision of such part of the Goods or Services until such time as the Supplier shall have proved to the reasonable satisfaction of the Purchaser Representative that such part of the Goods or Services will once more be provided by the Supplier to the Contract standard; or

18.2.2. Without terminating the whole of this Agreement, terminate this Agreement in respect of such part of the Services only and thereafter itself provide or procure the provision of such part of the Goods or Services.

18.2.3. Terminate the Contract in accordance with clause 16.1.1.

18.3. The Purchaser may charge the cost of any Services provided or procured by it under paragraph 17.2 together with an administration charge equal to 10% of the cost of such Goods or Services, to the Supplier.

19. Assignment

19.1. The Supplier shall not assign the Contract nor sub-contract any of its rights or duties here under, without the Purchaser's prior written consent.

19.2. If the Supplier is a producer under the terms of the WEEE Regulations 2006, in the event that the Supplier's business is transferred in whole or in part to another person or organisation, and the University does not invoke its right to terminate the Contract in such circumstances, the Supplier shall ensure that responsibility for the collection, treatment, recovery and environmentally sound disposal of WEEE under the WEEE Regulations 2006 shall either remain with the scheme, if the Supplier is a member of a scheme, or shall transfer to the organisation to whom the Supplier's business is transferred.

20. Waiver

20.1. No waiver by the Purchaser of any breach of this Contract by the Supplier shall be considered as a waiver of any subsequent breach of the same or any other provision.

21. Notice

21.1. Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

22. Severability

22.1. If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.

23. Variations

23.1. The Supplier shall not vary any of the Conditions of the Contract, except as directed in writing by the Purchaser but the Purchaser shall have the right, from time to time during the execution of the Contract, by notice in writing to the Supplier to add to or omit, or otherwise vary, the terms of the Contract and the Supplier shall carry out such variations and be bound by the same Conditions, so far as applicable, as though the said variations were stated in the Contract.

23.2. If the Purchaser notifies the Supplier of any variation to the Contract that would occasion an amendment to the Price, the Supplier shall, within 7 days of receipt of such notification, advise the Purchaser in writing of the proposed amount of any such amendment to the Price.

23.3. If, in the opinion of the Supplier, any variation in the Contract is likely to prevent the Supplier from fulfilling any of his obligations under the Contract he shall notify the Purchaser and the Purchaser shall decide as soon as reasonably practicable whether or not the same shall be carried out and shall confirm his instructions in writing and modify the said obligations to such an extent as the Purchaser considers necessary. Until the Purchaser confirms his instructions they shall be deemed not to have been given.

24. Health & Safety and Environmental Protection

24.1. The Supplier agrees to provide the Purchaser before delivery with written details of any harmful or potentially harmful properties or ingredients in the Goods supplied, together with any information concerning any changes that may take place in such properties or ingredients. The Purchaser will rely on the supply of such information from the Supplier in order to satisfy its own obligations under legislation relating to health and safety at work and the control of substances hazardous to health.

24.2. The Supplier shall ensure that the materials, components, assemblies or equipment provided as part of the Goods does not contain more than the permitted level of any of the six restricted substances listed in Regulation 8 of the ROHS Regulations 2006.

24.3. The Supplier shall bring to the attention of all employees, agents, sub-contractors and representatives of the Supplier involved in any way in the provision of the Goods or performance of the Services, the Purchaser's health and safety requirements and contractors on site requirements and the Supplier shall be responsible for ensuring that such requirements are duly observed by all such employees, agents, sub-contractors and representatives of the Supplier.

24.4. The Supplier shall:

24.4.1. In relation to all persons likely to be affected by the execution of an Order and coming into contact with the Goods, take all such steps as may be reasonably practicable to ensure their health and safety; and

24.4.2. During the execution of an Order take such steps as are reasonably practicable to avoid harm to the environment.

25. Equal Opportunities and Discrimination

25.1. All personnel employed by the Supplier for the purpose of performing this Contract shall be suitably trained, suitably qualified and experienced, and shall fulfil their duties in a professional, ethical manner, consistent with the Purchaser's commitment to equal opportunities and equality and diversity.

25.2. The Supplier shall accept its legal obligation to comply with legislation for the prevention of discrimination on the grounds of age, disability, race, sex, sexual orientation, religion and belief and the promotion of equality. The Supplier shall when required answer queries raised by the Purchaser on matters referred to in this Condition and breach of statutory obligations will entitle the Purchaser to terminate the Contract.

25.3. Where in connection with the Contract, the Supplier, its agents or sub-contractors, or the Supplier's staff are required to carry out work on the Purchaser's premises or alongside the Purchaser's employees or students on any other premises, the Supplier shall comply with the Purchaser's own employment policy and codes of practice relating to discrimination and equal opportunities, copies of which have been supplied and henceforth form annexes to the Contract.

25.4. The Supplier shall provide such information as the Purchaser requires about the Supplier's policies and practices concerning the prevention of unlawful discrimination and the promotion of equal opportunities and equality both in terms of employment and customer service.

25.5. The Supplier shall notify the Purchaser forthwith in writing as soon as it becomes aware of any investigation or proceedings brought under any discrimination legislation.

25.6. Where any investigation is undertaken by a person or body empowered to conduct such investigation and/or proceedings are instituted following such investigation against the Supplier or against the Purchaser either in connection with matters referred to in the Contract or generally, the Supplier shall, free of charge:

25.6.1. Provide any information requested in the timescale allotted;

25.6.2. Attend any meetings as required and permit Supplier staff to attend;

25.6.3. Promptly allow access to and investigation of any documents or data deemed to be relevant;

25.6.4. Allow itself and any Supplier staff to appear as witness in any ensuing proceedings; and

25.6.5. Co-operate fully and promptly in every way required by the person or body conducting such investigation during the course of that investigation.

25.7. Where any investigation is conducted, or proceedings are brought which arise directly or indirectly out of any act or omission of the Supplier, its agents or sub-contractors, or the Supplier staff, and where there is a finding against the Supplier in such investigation or proceedings, the Supplier shall indemnify the Purchaser with respect to all costs, charges and expenses (including legal and administrative expenses) incurred by the Purchaser arising out of or in connection with any such investigation or proceedings and further indemnify the Purchaser for any compensation, damages, costs and such other financial redress to cover any payment the Purchaser may have been ordered or required to pay to a third party.

25.8. In the event that the Supplier enters into any sub-contract (only if and where permitted elsewhere in these Conditions) in connection with the Contract, it shall impose obligations on its sub-contractors in terms substantially similar to those imposed on it pursuant to this Condition 24.

25.9. If a finding of unlawful discrimination or breach of equal opportunities legislation is made against the Supplier or against the Purchaser arising from the conduct of the Supplier, the Purchaser will require the Supplier to take immediate remedial steps to prevent further recurrences.

25.10. Without prejudice to any of its other rights or remedies available to it, the Purchaser may terminate the Contract if notice has been given to the Supplier of a substantial or persistent breach of the provisions of this Condition 24.

26. Corrupt Gifts

26.1. The Supplier shall not offer or give or agree to give to any person acting for or on behalf of the Purchaser any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or performance of the Contract or any other contract with the Purchaser or for showing or forbearing to show favour or disfavour to any person in relation to the Contract.

26.2. In the event of any breach of Condition 25.1 by the Supplier or by anyone employed by the Supplier or acting on the Supplier's behalf, whether with or without the knowledge of the Supplier, or if the Supplier or anyone employed by the Supplier or acting on the Supplier's behalf shall have committed an offence under the Prevention of Corruption Acts, 1889 - 1916, the Purchaser may terminate the Contract forthwith by notice in writing to the Supplier.

27. Anti-bribery

27.1. The Supplier shall:

(a) Comply with all Relevant Requirements;

(b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK.

(c) comply with the University's anti-bribery and anti-corruption policies notified in writing to the Supplier from time to time by or on behalf of the University and the Supplier shall ensure that all of its employees engaged in any way in relation to the Services are fully aware of the University's anti-bribery and anti-corruption policies and that all of its contractors, subcontractors and/or agents (of whatever tier) are engaged upon terms which contain provisions in relation to prevention of bribery and corruption which are no less onerous than this clause 1;

(d) have and shall maintain in place throughout the term of this Agreement its own policies and procedures, including Adequate procedures to ensure compliance with the Relevant Requirements, the University's anti-bribery and anti-corruption policies and clause 1.1 (b), and will enforce them where appropriate.

(e) {immediately notify the University if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier (and the Supplier warrants that it has no foreign public officials as officers, employees or direct or indirect owners at the date of this Agreement);}

(f) procure and ensure that all Associated Persons of the Supplier and/or other persons who are performing services and/or providing goods in connection with this Agreement comply with this clause 1; and

(g) within 14 days of the date of this Agreement, and annually thereafter, certify to the University in writing signed by an officer of the Supplier, compliance with this clause 1 by the Supplier and all Associated persons and all other persons for whom the Supplier is responsible under clause 1.1 (f). The Supplier shall provide such supporting evidence of compliance as the University may reasonably request.

27.2 without prejudice to any other rights or remedies the University may terminate this Agreement on written notice to the Supplier specifying the date on which this Agreement will terminate in the event of a breach of this clause 1. Breach of this clause 1 shall be deemed a material breach which is not capable of remedy.

27.3 without prejudice to any other rights or remedies the University may have the Supplier indemnify the University in full and on demand against any losses, liabilities, damages, costs (including but not limited to legal fees), claims and expenses incurred by, or awarded against, the University as a result of any breach of this clause 1 by the Supplier (which shall include the acts or omissions of any Associated Person) and/or any breach of provisions equivalent to this clause 1 in any subcontract by any subcontractor.

27.4 for the purpose of this clause 1, the following terms have the meaning set out next to them:

“Adequate Procedures” shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issues under section 9 of that Act).

“Associated Person” shall have the meaning ascribed to it in section 8 of the Bribery Act and shall include but is not limited to any employees, agents and/or subcontractors of the Supplier.

“Bribery Act” shall mean the Bribery Act 2010 (and any amendment thereto).

“Foreign official” shall be determined in accordance with section 6(5) of the Bribery Act 2010 (and any guidance issues under section 9 of that Act).}

“Relevant Requirements” shall mean all applicable laws, statutes, regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act.

28. Retendering & Handover

28.1 Within twenty one (21) days of being so requested by the Purchaser, the Supplier shall provide and thereafter keep updated, in a fully indexed and catalogued format, all the information necessary to enable the Purchaser to issue invitations to tender for the future provision of the Goods and Services.

28.2 Where, in the opinion of the Purchaser, TUPE is likely to apply to the Contract on its termination or expiration, the information to be provided by the Supplier under clause 28.1 shall include, as applicable, accurate information relating to the employees who would be transferred under the same terms of employment under TUPE, including in particular (but not limited to): -

(a) the number of employees who would be transferred, but with no obligation on the Supplier to specify their names; and

(b) in respect of each of those employees, their dates of birth, sex, salary, length of service, hours of work and rates, and any other factors affecting redundancy entitlement, any specific terms applicable to those employees individually and any outstanding claims arising from their employment; and

(c) the general terms and conditions applicable to those employees, including probationary periods, retirement age, periods of notice, current pay agreements and structures, special pay allowances, working hours, entitlement to annual leave, sick leave, maternity and special leave, injury benefit, redundancy rights, terms of mobility, any loan or leasing agreements, and any other relevant collective agreements, facility time arrangements and additional employment benefits.

28.3 The Supplier shall indemnify the Purchaser against any claim made against the Purchaser at any time by any person in respect of the liability incurred by the Purchaser arising from any deficiency or inaccuracy in information, which the Supplier is required to provide under clause 28.1.

28.4 The Supplier shall co-operate fully with the Purchaser during the handover arising from the completion or earlier termination of the agreement. This co-operation, during the setting up operations period of the replacement Supplier (if any), shall extend to allowing full access to, and providing copies of all documents, reports, summaries and other information necessary in order to achieve an effective transition.

29. TUPE Transfer of Undertakings (Protection of Employment) Regulations

29.1 The Supplier shall indemnify and keep indemnified the Purchaser against any loss incurred by the Purchaser connected with or arising from any claim or proceedings by any trade union, elected employee representative or staff association made against the Purchaser in respect of any or all of the Supplier's staff or employees or any other employee of the Supplier or its sub-contractors and which arises from or is connected with any failure by the Supplier to comply with its legal obligations in relation thereto whether under Section 188 of the Trade Union and Labour Relations (Consolidation) Act 1992 or TUPE.

29.2 The Supplier shall indemnify and keep indemnified the Purchaser against any loss incurred by the Purchaser connected with or arising from the contract of employment or any policy applicable to, or any collective agreement in respect of any of the Supplier's staff or any other person at any time employed by (or engaged as a consultant by) the Supplier or its sub-contractors made against the Purchaser at any time for breach of such contract, policy or redundancy, pay, sex, race or disability discrimination, equal pay, unlawful deductions, loss of earnings, industrial or personal injury or otherwise relating to their employment by the Supplier and which results from any act, fault or omission of the Supplier or such other person was employed by the Supplier, save to the extent that the liability arises from any wrongful act by the Purchaser or its employees.

29.3 The Supplier shall indemnify and keep indemnified the Purchaser against any loss incurred from any change or proposed change to the terms and conditions of employment of any or all of the Supplier's staff or any other employee of the Supplier or its sub-contractors where such change is or is proposed to be effected following the transfer of any such person pursuant to the agreement and in respect of any loss incurred by the Purchaser arising from the employment or proposed employment of any such person otherwise than on terms the same as those enjoyed by any such person immediately prior to such transfer.

29.4 Except with the proper written consent of the Purchaser, the Supplier shall not vary any terms and conditions of employment of any employee or any policy collective agreement applicable to any employee then assigned by the Supplier or its sub-contractors to the discharge of the Contract (provided always that this provision shall not affect the right of the Supplier to give effect to any pre-existing contractual obligation to any such employee) nor remove or replace any particular employee so assigned (unless requested by such employee or upon the resignation of such employee in which case the Supplier shall replace such person with another person of similar skills, qualifications and experience) after the Purchaser has served notice of the termination of the Contract or after the Supplier shall have otherwise become aware of the proposed termination or re-tendering of this agreement, any Contract or the provision by it of the Goods and Services.

30. Publicity

30.1 Any Order placed by the Purchaser shall be treated as confidential and in particular the Supplier shall not make use of the Purchaser's name or the name of any of the Purchaser's customers for publicity purposes without the prior written consent of the Purchaser.

31. Protection of the Purchaser's Site

31.1. The Supplier shall, in delivering the Goods or carrying out the Services, abide at all times with the Purchaser's work place regulations.

32. Law

32.1. The Purchaser and the Supplier do not intend that any of the terms of the Contract will be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person not a party to the Contract.

32.2. The Contract, any Order and these Conditions shall be governed and construed in accordance with the laws of England and the parties submit to the non-exclusive jurisdiction of the English Court.