

Terms and conditions for the Supply of Goods and Services

1. DEFINITIONS

1.1 In these conditions (Conditions) the following words shall have the following meanings:

Authorised Officer means the Company's employee authorised, either generally or specifically, to approve a Purchase Order in any given case, as confirmed by the Company's Assistant Director of Procurement or Chief Financial Officer;

Authorised means authorised or approved by an Authorised Officer;

Company means the entity as is submitting the applicable Purchase Order; and

Contract means the contract formed between the Supplier and the Company upon the Supplier's acceptance of the Purchase Order and governed by these Conditions;

Deliverables means any document, report, software, designs, other material, data, works, information or other output (tangible or intangible) developed and supplied to the Company by the Supplier as part of the Services (but excluding Goods);

Delivery has the meaning given in Clause 5.4;

Delivery Address means the delivery address stated in the Purchase Order;

Goods means the materials, merchandise or other goods as set out in the Purchase Order;

IPR means trademarks, service marks, domain names, goodwill, copyright, moral rights, rights in designs, rights in inventions, database rights, know-how, confidential information, rights in computer software (including the object and source codes) and all or any other intellectual property rights whether or not capable of registration and whether subsisting in the United Kingdom or any other part of the world;

Key Personnel means the persons (if any) listed as the key personnel in the Purchase Order;

Purchase Order means the Company's written order for goods and/or services (as may be described on and/or subsequently confirmed by a completed Purchase Order Form) and any ancillary documents referred to in such written order or on the completed Purchase Order Form relating to such order;

Purchase Order Form means the Company's official purchase order form, as may be issued and/or updated by the Company from time to time;

Policies has the meaning given in Clause 12.2;

Price means the total charge for the Goods and/or Services as set out in the Purchase Order;

Purchasing Consortium means such purchasing consortium as the Company may notify to the Supplier from time to time;

Service Levels means any specific service standards agreed in relation to the Purchase Order, whether under a service level agreement and/or as otherwise agreed in writing (and including any key performance indicators (KPIs)) to which the Services are to be provided (if any);

Services means the services to be provided by the Supplier (including the creation and supply of any Deliverables) as set out in the Purchase Order;

Supplier means any person, firm or company who accepts the Purchase Order;

Tender means any tender document, quotation or similar document submitted by the Supplier to the Company in relation to the provision of the Goods and/or Services;

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

Company Materials means any documents or other materials, data or other information provided by the Company to the Supplier relating to the provision by the Supplier of the Goods and/or Services.

1.2 In these Conditions, reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time.

2. PURCHASE ORDERS

2.1 The Purchase Order constitutes an offer by the Company to purchase the Goods and/or Services on the terms contained in such Purchase Order, subject to these Conditions, which shall apply to the Contract to the exclusion of all other terms and conditions (whether previously issued by the Company or appearing on any documentation issued by the Supplier). These Conditions or any part of the Purchase Order can only be varied by express written agreement between the Company and the Supplier. These Conditions shall apply whether or not a Purchase Order Form has been issued by the Company.

2.2 Only Authorised Officers have authority to issue and/or confirm Purchase Orders.

2.3 A Purchase Order shall be accepted when the Supplier either expressly gives notice of acceptance or by implication when the Supplier takes steps to fulfil the Purchase Order.

2.4 The Goods and/or Services shall not be provided in part or in instalments unless expressly agreed by the parties in writing. In the event of such an agreement, the Contract shall be treated as single and not severable; provided that failure to deliver any one instalment or part in accordance with the Contract shall entitle the Company to exercise the rights under Clause 11.

2.5 For the avoidance of doubt, except for any minimum quantities set out in the Purchase Order, no minimum purchase or volume commitment in relation to Goods or Services is granted by the Company and the entering into a series of Purchase Orders does not constitute a long-term supply agreement.

2.6 The Supplier shall notify the Company in writing of any actual, potential or possible conflict of interests on its part in contracting with the Company for the provision of the Goods and/or Services, as soon as it becomes aware of the same, or suspects that the same may have arisen.

3. PRICE AND PAYMENT

3.1 The Price for the Goods and/or Services shall (unless stated otherwise in the Purchase Order) be:

3.1.1 exclusive of any applicable Value Added Tax (VAT) (which shall be payable by the Company in addition subject to receipt of a valid VAT invoice); and

3.1.2 inclusive of all charges for packaging, freight, carriage, insurance, delivery of the Goods at the Delivery Address and inclusive of all charges for insurance and all expenses incurred by the Supplier in carrying out the Services and any duties, tariffs, taxes or levies (other than VAT).

3.2 The Price may not be increased without the Company's Authorised Officer's prior written consent.

3.3 Payment is subject to a Purchase Order Form having been concluded in respect of the provision of Goods and/or Services. Provided the Goods and/or Services have been supplied in accordance with the provisions of the Contract, the Company shall pay the Price within thirty (30) days of the date of receipt of a valid invoice addressed as specified on the Purchase Order Form. Invoices must be addressed to the department indicated on the Purchase Order and must quote the full Purchase Order number. Invoices must be received within one (1) year of the date of the Purchase Order. The Company shall not be responsible for delays in payment caused by a failure to comply with the Company's invoicing instructions.

3.4 The Company may set off against the Price any sums owed to it by the Supplier.

3.5 The Company is entitled to all discounts or special terms negotiated by or granted to the Purchasing Consortium, and other public bodies having power to negotiate on behalf of universities. The Company, as an educational establishment, will also be entitled to all discounts provided by the Supplier to educational establishments. The Supplier shall ensure that the Price invoiced to the Company reflects each of the above forms of discount whenever they apply.

3.6 If the services performed by the Supplier exceed those Services set out in the Purchase Order or the goods provided by the Supplier exceed those Goods set out in the Purchase Order, the Company shall not be bound to pay for the excess Goods and/or Services.

3.7 Where the Company disputes an invoice, the following procedure shall be followed:

3.7.1 the Company shall inform the Supplier of the reason for disputing the invoice;

3.7.2 the Supplier shall escalate the matter to personnel of sufficient seniority to make strategic decisions relating to invoicing and finances and to resolve the matter;

3.7.3 the Supplier shall deal with all matters relating to the invoicing dispute in a timely fashion and shall provide the Company with all information it reasonably requires in relation to the matter; and

3.7.4 both parties will act in good faith at all times in relation to the dispute.

4. SUPPLY OF GOODS

4.1 The Supplier shall ensure in relation to the Goods supplied to the Company:

4.1.1 that the quantity, quality and description of the Goods shall be as specified in the Purchase Order and comply with any description, pattern, sample or specification given by the Company, or, where no such description, pattern, sample or specifications are given, be of the best in their respective kind;

4.1.2 that the Goods are of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended), free from defect and fit for the purpose held out by the Supplier or made known to the Supplier by the Company;

4.1.3 that the Goods are capable of all standards of performance specified in the Contract;

4.1.4 that the Goods comply with all statutes, regulations and codes of practice that apply to such Goods and, in particular, to such matters as concern the safety and health and welfare of all persons into whose hands the Goods may come; and

4.1.5 that the Goods are properly packed and secured in such manner as to ensure that they are delivered in good condition.

4.2 The Supplier warrants to the Company that, in addition to the terms implied into the Contract by statute from time to time and without prejudice to Clause 4.1 above, the Goods (and/or their importation, use or resale) will not infringe the IPR of any other person.

4.3 The Supplier hereby grants to the Company, or (where the Supplier is not the holder of the applicable rights) undertakes to procure the grant to the Company of, an irrevocable, worldwide, royalty-free licence of all IPR required in connection with the Goods.

4.4 The Supplier shall comply with all applicable regulations or other legal requirements concerning the manufacture, packaging and delivery of the Goods (including, where relevant, the Modern Slavery Act 2015, the Criminal Finances Act 2017, the Bribery Act 2010) and shall obtain and maintain in force all licences, permissions, authorisations and permits needed to supply the Goods in accordance with the terms of the Contract.

4.5 The Supplier shall maintain a complete set of records to trace the supply chain of all Goods provided to the Company in connection with the Contract; and permit the Company and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under anti-slavery and human trafficking laws and regulations including the Modern Slavery Act 2015.

4.6 The Supplier shall permit the Company on reasonable notice and within ordinary business hours 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 the Supplier shall provide the Company with all facilities required for such inspection and testing.

4.7 If as a result of inspection or testing the Company is not satisfied that the Goods will comply in all respects with the Contract and the Company so informs the Supplier within seven days of inspection or testing, the Supplier shall take such steps as are necessary to ensure compliance and if such steps are not taken to the Company's satisfaction, the Company may withdraw its Purchase Order without any liability to the Supplier.

4.8 The Company shall be entitled, on reasonable notice, to carry out (either itself or through its professional advisers) an audit of the books and records of the Supplier to the extent that they relate to the supply (including manufacture) of the Goods.

4.9 Without prejudice to any other obligation or warranty of the Supplier under this Contract, including in this Clause 4, the Supplier warrants that:

4.9.1 the Supplier shall promptly make good at the Supplier's expense any defect in the Goods that the Company discovers under proper usage during the first twelve (12) months of actual use or eighteen (18) months from the date of acceptance by the Company whichever period shall expire first. Such defects may arise from the Supplier's faulty design, the Supplier's erroneous instructions as to use or inadequate or faulty materials or poor workmanship or any other breach of the Supplier's obligations whether in this Contract or at law;

4.9.2 repairs or replacements will themselves be covered by the Supplier's warranty at Clause 4.9.1 but for a period of twelve (12) months from acceptance by the Company;

4.9.3 the Supplier will ensure that compatible spares are available to facilitate repairs (where applicable) for a period of at least ten (10) years from the date of delivery of the Goods.

5. DELIVERY AND ACCEPTANCE OF GOODS

5.1 The Supplier shall ensure that the Goods are securely packaged and clearly addressed to the person who issued the Purchase Order.

5.2 The Supplier shall ensure that each delivery of Goods is accompanied by a delivery note stating the Purchase Order number, quantity and exact description of each article of Goods supplied and the name and department of the individual who issued the Purchase Order.

5.3 The Supplier must ensure a signature acknowledging receipt of the Goods by an authorised member of the Company's staff is obtained on delivery.

5.4 The Goods shall be delivered to the Delivery Address during the Company's ordinary business hours (0800 - 1700) on the date stated in the Purchase Order or, where the date of delivery is to be fixed after the placing of the Purchase Order, on the date agreed by the Company and the Supplier. The time for delivery of the Goods is of the essence of the Contract. "Delivery" shall take place at the Delivery Address when all of the Goods have been unloaded from the vehicle of the Supplier or any carrier appointed by the Supplier and a signature acknowledging receipt of the Goods by an authorised member of the Company's staff is obtained.

5.5 The Company shall be entitled to reject any of the Goods delivered which are not in accordance with the Contract. Notwithstanding the provisions of Clause 5.3, the Company shall not be deemed to have accepted any of the Goods until it 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.

5.6 If the Goods are delivered to the Company in excess of the quantities set out in the Contract, the Company shall not be bound to pay for the excess and any excess shall be and shall remain at the Supplier's risk and shall be returnable at the Supplier's expense.

5.7 The Supplier shall be responsible for collecting any rejected Goods or any Goods delivered which are in excess of the quantity set out in the Contract and shall reimburse any costs incurred by the Company in respect of storage or otherwise.

5.8 The Company shall not be obliged to safeguard or return to the Supplier any packaging or packing materials for the Goods, whether or not any of the Goods are accepted by the Company.

6. RISK AND TITLE IN GOODS

6.1 Risk of damage to or loss of the Goods shall pass to the Company upon Delivery in accordance with the Contract. Pending such Delivery the Supplier shall maintain sufficient insurance cover against risk of loss or damage to the Goods.

6.2 Without prejudice to the Company's right of rejection, title to and property in the Goods shall pass to the Company upon Delivery, unless payment is made prior to Delivery, in which case, without prejudice to the terms of Clause 6.1, title and property shall pass to the Company once payment has been made.

7. SUPPLY OF SERVICES

7.1 The Supplier shall perform the Services in accordance with the particulars set out in the Purchase Order and the requirements under these Conditions.

7.2 The Supplier warrants that it is entitled to enter into the Contract and that (without prejudice to the statutory terms implied in the favour of the Company by the Supply of Goods and Services Act 1982 and any other statute) it shall ensure that the Services are performed at all times:

7.2.1 with all reasonable skill and care and in accordance with the generally recognised commercial practices and standards prevailing in the industry for similar services from time to time and in such way that the applicable Service Levels are met or exceeded;

7.2.2 by suitably qualified and experienced personnel;

7.2.3 in full cooperation with the Company, truthfully, accurately, loyally and in good faith towards the Company;

7.2.4 in accordance with all applicable laws, rules and regulations (including, where relevant, the Modern Slavery Act 2015, the Criminal Finances Act 2017, the Bribery Act 2010 and any World Trade Organisation agreements and European Community directives governing tendering and contractual procedures, and any derivative and implementing UK laws) and that any necessary licences and consents are in place before the performance of the Services commences;

7.2.5 without doing any act or thing which would or might be expected to damage the reputation of the Company;

7.2.6 in accordance with any health and safety or other codes of conduct issued by the Company from time to time and any other reasonable directions of the Company; and

7.2.7 in accordance with the description of the Services as set out in the Purchase Order.

7.3 The Supplier shall ensure that it and (if applicable) its personnel shall have sufficient resources and time to perform the Services promptly and in accordance with the Contract.

7.4 Where specified in the Purchase Order and/or otherwise reasonably required by the Company, the Supplier shall provide regular reports to the Company summarising the extent to which the Supplier has met the Service Levels and any other details so required by the Company.

7.5 The Supplier shall ensure that the Key Personnel (if any) named in the Purchase Order or, if no Key Personnel are named, the same team of personnel perform the Services throughout the duration of the Contract unless agreed otherwise in advance in writing by the Company.

7.6 The Supplier shall ensure that all personnel attending the Company shall, on arrival, present themselves to the appropriate Company personnel and comply with such other security arrangements as the Company may specify from time to time. All personnel must receive authorisation from an authorised member of the Company's staff before entering the Company's premises or commencing any work on the Company's premises.

7.7 While on the Company's premises, the Supplier shall comply with the requirements of the Health and Safety at Work etc Act 1974 and any other acts, regulations and codes of practice relating to health and safety, which may apply to personnel working at the Company in the performance of its obligations under the Contract, including any health and safety measures implemented by the Company in respect of the Suppliers' personnel and other persons working there. The Supplier shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Company on request.

7.8 The Supplier shall maintain a complete set of records to trace the supply chain of all Services provided to the Company in connection with the Contract; and permit the Company and its third party representatives to inspect the Supplier's premises, records, and to meet the Supplier's personnel to audit the Supplier's compliance with its obligations under anti-slavery and human trafficking laws and regulations including the Modern Slavery Act 2015.

7.9 The Company shall be entitled, on reasonable notice, to carry out (either itself or through its professional advisers) an audit of the books and records of the Supplier to the extent that they relate to the performance of the Services.

7.10 Without prejudice to any other obligation or warranty of the Supplier under this Contract, including in this Clause 7, the Supplier warrants that:

7.10.1 the Supplier shall promptly make good at the Supplier's expense any defect in the Deliverables relating to the Services that the Company discovers under proper usage during the first twelve (12) months of actual use or eighteen (18) months from the date of acceptance by the Company whichever period shall expire first. Such defects may arise from the Supplier's faulty design or delivery of the Deliverables, the Supplier's erroneous instructions as to use or inadequate or faulty materials or poor workmanship or any other breach of the Supplier's obligations whether in this Contract or at law;

7.10.2 repairs or replacements of defective Deliverables of the Services will themselves be covered by the Supplier's warranty at Clause 7.10.1 but for a period of twelve (12) months from acceptance by the Company;

7.10.3 the Supplier shall promptly make good any defect relating to Service Levels or otherwise in the provision of the Services that the Company discovers.

8. STATUS OF PERSONNEL

8.1 The parties agree nothing in the Contract will render the Supplier (where contracting individually), nor any of its personnel, an employee, officer, worker, agent or partner of the Company and the Supplier will not hold itself out as such and will procure that none of its personnel will hold themselves out as such.

8.2 Neither the Supplier nor any of its personnel will be entitled to benefit from or participate in any policies, schemes or other arrangements which exist for the benefit of employees of the Company.

8.3 The Contract constitutes a contract for the provision of Goods and/or Services and not a contract of employment and accordingly the Supplier will be fully responsible for and will indemnify the Company on a continuing basis for and in respect of any payments of the following:

8.3.1 any income tax, National Insurance and Social Security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the Contract or any payment or benefit received by the Supplier and/or its personnel in respect of the provision of Goods and/or Services. The Supplier will further indemnify the Company against all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Company in connection with or in consequence of any such liability, deduction, contribution, assessment or claim;

8.3.2 any liability for any employment-related claim or any claim based on employee or worker status (including reasonable costs and expenses) brought by the Supplier and/or its personnel against the Company or arising out of or in connection with the provision of the Goods and/or Services.

8.4 If the Supplier ceases for whatever reason to provide the Goods and/or Services (or any part of the Services) under the Contract, the Supplier agrees to reassign the Supplier's employees or other personnel engaged in providing the Goods and/or Services which are ceasing to other parts of its business and to otherwise ensure that they do not transfer, whether under TUPE or howsoever otherwise, to the Company, or to any replacement supplier.

8.5 Notwithstanding Clause 8.4, if any person claims or it is determined that his/her contract of employment has been transferred to the Company or any replacement supplier as a result of the Supplier ceasing to provide the Goods and/or Services (or any part of the Services) then the Supplier shall indemnify and keep indemnified the Company and any replacement Supplier against any and all costs (including reasonable legal fees), awards, fines, orders, losses, liabilities, damages and expenses suffered or incurred by the Company and any replacement supplier howsoever arising in relation to the relevant employee.

9. RIGHTS IN DELIVERABLES

The Supplier hereby:

9.1 warrants that it is or shall be the sole and unencumbered owner of all IPR in any Deliverables and that nothing in the performance of the Services or the Deliverables (or any exploitation thereof by the Company) will infringe any right whatsoever of any third party;

9.2 irrevocably assigns to the Company with full title guarantee the IPR, whether vested, contingent or future, in any Deliverables for the full period thereof, including any extensions or renewals, and including all rights of action accrued at the date of this assignment or which may accrue hereafter;

9.3 undertakes to do all acts and execute all documents which may be necessary to confirm the title of the Company to the IPR so assigned;

9.4 warrants that it has not, and shall not, grant or assign any rights of any nature in any Deliverables to any third party whatsoever in any part of the world;

9.5 warrants that the IPR in any Deliverables is assigned to the Company free of all moral rights; and

9.6 warrants that it has all the applicable permissions and licenses and has fulfilled any other relevant requirements required to copy and provide to the Company any third-party documentation or information in whatever format provided as part of the Services, and that any such documentation shall be appropriately labelled as such where not immediately identifiable.

10. COMPANY MATERIALS

10.1 The Company shall provide the Supplier with any Company Materials reasonably requested by the Supplier to enable the Supplier to provide the Services in accordance with the Contract.

10.2 Company Materials shall be and remain the Company's property, and the Supplier shall maintain all such materials in good order and condition, subject, in the case of tooling, patterns and the like, to fair wear and tear. The Company Materials shall be used solely for the purpose of fulfilling the Contract/Purchase Order and shall be returned to the Company upon demand.

10.3 The Supplier shall be liable for any loss of or damage to any of the Company Materials unless and to the extent that the Supplier is able to demonstrate that such loss or damage was caused by the Company or contributed to by its negligence or default.

10.4 The Supplier shall not in any circumstances have a lien on the Company Materials and shall take all steps necessary to ensure that the Company's title to such Company Materials and the exclusion of any lien are brought to the attention of any third party dealing with the Company Materials.

11. REMEDIES FOR GOODS AND/OR SERVICES NOT SUPPLIER IN ACCORDANCE WITH THE CONTRACT

11.1 Without prejudice to any other right or remedy that the Company may have (including, but not limited to, rights under the Sale of Goods Act 1979 and the Sale of Goods and Services Act 1982), if any Goods and/or Services are not supplied in accordance with the Contract, then the Company shall be entitled (at its sole discretion and without liability to the Supplier) to avail itself of any one or more of the following remedies at its discretion, whether or not any part of the Goods and/or Services have been accepted by the Company:

11.1.1 to rescind the Contract (namely, treat the Contract as if it is not and has never been in force);

11.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the risk and cost of the Supplier on the basis that a full refund for the Goods so returned shall be paid forthwith by the Supplier and, in relation to Services, for a full refund for Services not performed in accordance with Clause 7 to be paid forthwith by the Supplier;

11.1.3 at the Company's option (and on such terms as the Company may specify) to give the Supplier the opportunity at the Supplier's expense either to remedy any defect in the Goods and/or Services or to supply replacement Goods and/or carry out any other necessary work to correct the Supplier's failure(s);

11.1.4 to refuse to accept any further deliveries of the Goods and/or to refuse to accept the provision of any further Services by the Supplier and to require immediate repayment of all sums previously paid by the Company under the Contract;

11.1.5 to carry out/contract a third party to carry out at the Supplier's expense any work necessary to make the Goods comply with the Contract or to purchase substitute goods; and/or to make the Services comply with the Contract or to purchase substitute services from elsewhere and to hold the Supplier accountable for any losses and additional costs incurred by the Company;

11.1.6 to claim such damages as may have been sustained in consequence of the Supplier's breach(es) of the Contract including where the Company is reliant on the Delivery of Goods or delivery of Services as detailed in the Purchase Order for it to fulfil an obligation to a third party.

11.2 Time shall be of the essence in relation to the Supplier performing its obligations under the Contract and for the avoidance of doubt, if the Goods are not delivered or the Services are not performed by the time(s) specified in the Contract (or, where no specific time is specified, within a reasonable timeframe, such reasonable timeframe to be judged with reference to the nature of the supply in question and

the Company's need for such supply, as may be communicated by the Company to the Supplier), the Company shall be entitled to reject the delivery of the Goods and/or the performance of the Services carried out after such date and the Supplier shall be liable for any liabilities, claims, loss, damage, costs or expense incurred by the Company as a result of the failure to deliver the Goods and/or Services in accordance with the Contract and repay any sums previously paid by the Company under the Contract.

12. LIABILITY AND INSURANCE

12.1 The Supplier shall indemnify the Company in full against all claims, liabilities, losses, damages, costs and expenses (including legal expenses) awarded against or incurred or paid by the Company as a result of or in connection with any defect in the Goods and/or Services, any breach of any warranty or default by the Supplier in the performance of any of its obligations under the Contract.

12.2 The Supplier shall maintain in force (and ensure that any subcontractors maintain) during the term of the Contract and for a period of six years thereafter with reputable insurance companies the following insurance policies as required covering the potential liabilities of the Supplier under the Contract (Policies):

12.2.1 employer liability insurance for not less than £10 million per claim;

12.2.2 public liability insurance for not less than £10 million per claim;

12.2.3 product liability insurance for not less than £10 million for claims arising from any single event and not less than £10 million in aggregate for all claims arising in any year;

12.2.4 professional indemnity insurance for not less than £5 million per claim; and

12.2.5 any other insurance policies in such amounts as specifically requested by the Company and on the Company's written request, the Supplier shall provide details of the cover provided under the Policies.

12.3 The Supplier shall do nothing to invalidate any of the Policies.

12.4 The Company's liability for any breach of the Contract or arising in any other way in relation to the subject matter of the Contract (including negligence) will not extend to any loss of profits or any indirect or consequential loss. With the exception of those categories of loss which cannot lawfully be limited or excluded, the Company's maximum liability under or in relation to the Contract (including negligence) will not exceed an amount equal to the Price of the applicable Purchase Order.

13. CANCELLATION AND TERMINATION

13.1 The Company shall have the right at any time and for any reason (without any liability to the Supplier) to terminate the Contract in whole or in part (including any particular Purchase Order) by giving the Supplier written notice whereupon all work on the Contract shall be discontinued and the Company shall pay to the Supplier fair and reasonable compensation for evidenced work-in-progress or costs incurred (if any) at the time of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

13.2 The Company shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract (in whole or in part) forthwith (without any liability to the Supplier) if:

13.2.1 the Supplier commits a material breach of any of the terms and conditions of the Contract (including for the avoidance of doubt a breach of clauses 4.1.1, 4.1.2; 7.1 or 7.2) and (in the case of a material breach which is capable of remedy) fails to remedy that breach within thirty (30) days of being notified in writing (including by email) of the breach;

13.2.2 the Supplier repeatedly breaches any of the terms and conditions of the Contract in such a manner as to reasonably

justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Contract;

13.2.3 there is a change of control of the Supplier (within the meaning of section 1124 of the Corporation Tax Act 2010);

13.2.4 any distress, execution or other process is levied upon any of the assets of the Supplier;

13.2.5 the Supplier suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986;

13.2.6 the Supplier commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

13.2.7 a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Supplier;

13.2.8 an application is made to court, or an order is made, for the appointment of an administrator or if a notice of intention to appoint an administrator is given or if an administrator is appointed over the Supplier;

13.2.9 a floating charge holder over the assets of the Supplier has become entitled to appoint or has appointed an administrative receiver;

13.2.10 a receiver is appointed over the assets of the Supplier;

13.2.11 a creditor or encumbrancer of the Supplier attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within 14 days;

13.2.12 any event occurs, or proceeding is taken, with respect to the Supplier in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in Clauses 13.2.5 to 13.2.11 (inclusive);

13.2.13 the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of its business;

13.2.14 the financial position of the Supplier deteriorates to such an extent that in the opinion of the Company the capability of the Supplier adequately to fulfil its obligations under the Contract has been placed in jeopardy; or

13.2.15 the Supplier commits a breach of any of Clauses 4.4, 4.5, 7.2.4, 7.8, 16.2, 16.14, 16.15 or 16.16 by failing to comply with all applicable laws, regulations and Company policies (including the Modern Slavery Act 2015, the Criminal Finances Act 2017 and the Bribery Act 2010).

13.3 The termination of the Contract, however arising, will be without prejudice to the rights and duties of the Company accrued prior to termination. The conditions which expressly or impliedly have effect after termination will continue to be enforceable notwithstanding termination.

14. FREEDOM OF INFORMATION ACT 2000 (FOIA)

14.1 The Supplier acknowledges that the Company is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 (EIR) and shall assist and cooperate with the Company to enable the Company to comply with its information disclosure obligations under the same.

14.2 The Supplier shall and shall ensure that its employees, agents, sub-contractors and any other representatives shall:

14.2.1 transfer any request for Information (as defined within the FOIA) under the FOIA or the EIR (a "Request for Information") to the Company as soon as practicable after receipt and in any event within two business days of receiving a Request for Information;

14.2.2 provide the Company with a copy of all Information in its possession or power in the form that the Company requires within five business days (or such other period as the Company may specify) of the Company requesting that Information; and

14.2.3 provide all necessary assistance as reasonably requested by the Company to respond to a Request for Information within the time for compliance set out in section 10 of FOIA or regulation 5 of EIR.

14.3 The Company shall be responsible for determining whether any Information:

14.3.1 is exempt from disclosure in accordance with the provisions of FOIA or EIR; and/or

14.3.2 is to be disclosed in response to a Request for Information.

14.4 The Supplier acknowledges that the Company may be obliged under the FOIA or EIR to disclose Information, in some cases even where that Information is commercially sensitive provided that the Company take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention as soon as practicable after any such disclosure.

15. CONFIDENTIALITY

15.1 In the event of either party (the "Disclosing Party") making available to the other party (the "Receiving Party") (or the Receiving Party otherwise gaining access to) confidential information relating to the Disclosing Party's personnel, students, business, technical or other activities (including but not limited to confidential information regarding the Goods and/or Services), the Receiving Party shall protect and safeguard such confidential information received with at least the same degree of care with which it protects and safeguards its own confidential information, which shall be at least reasonable care (to the extent that such information is within its control), and not use or disclose such confidential information except to the extent necessary for the purpose of the Contract (which shall, where the Company is the Receiving Party, include the use and enjoyment of the Goods and Services (and any Deliverables) supplied).

15.2 The obligations in Clause 15.1 shall not apply to data or information which the Receiving Party can clearly demonstrate:

15.2.1 was known to it prior to disclosure by the Disclosing Party, or is independently developed or conceived by the Receiving Party; or

15.2.2 was in or enters the public domain through no fault of the Receiving Party or breach by a third party of an obligation of confidence; or

15.2.3 becomes available to the Receiving Party by an unconnected third party with the lawful right to make such a disclosure; or

15.2.4 required to be disclosed pursuant to the requirements of any applicable law or regulation or by order of a Court of competent jurisdiction (to the extent required).

16. GENERAL

16.1 No exclusivity

Nothing in this Contract shall be interpreted to mean that the Supplier is engaged on an exclusive basis. The Company is free to contract with any competitor of the Supplier or any other entity at any time.

16.2 Data Protection

16.2.1 For the purpose of this Condition 16.2, "Controller", "Processor", and "Processing" (and Process and Processed), shall have the meanings given to them in the Data Protection Laws.

16.2.2 The parties each acknowledge and agree that they may need to Process Personal Data relating to each party's representatives (in their respective capacities as Data Controllers) in order to (as appropriate): (a) administer and provide the Goods and/or Services; (b) request and receive the Goods and/or Services; (c) compile, dispatch and manage the payment of invoices relating to the Goods and/or Services; (d) manage the Contract and resolve any disputes relating to it; (e) respond and/or raise general queries relating to the Goods and/or Services

16.2.3 Each party shall Process such Personal Data relating to each party's representatives for the purposes set out in Condition 16.2.2 in accordance with their obligations under the Data Protection Laws. The parties acknowledge that they may be required to share Personal Data with their affiliates, group companies and other relevant parties, within or outside of the United Kingdom, in order to carry out the activities listed in Condition 16.2.1, and in doing so each party will ensure that the sharing and use of this Personal Data complies with applicable Data Protection Laws.

16.2.4 Where and to the extent that the Supplier may Process Personal Data for and on behalf of the Company as part of the Services, the Supplier shall be deemed the Processor and the Company shall be deemed the Controller.

19.2.5 The Supplier shall comply with the obligations imposed upon a Processor under the Data Protection Laws and shall co-operate with the Company and take all such action as are necessary to enable the Company to comply with its obligations under the Data Protection Laws and shall not perform the Supplier obligations under this Contract in such a way as to cause the Company to breach any of its obligations under the Data Protection Laws, expressly and without limitation: (a) the parties shall enter into a data sharing agreement that documents the nature of the processing in accordance with Article 28(3) of the UK General Data Protection Regulation, and the Processor shall comply with the obligations set out in Article 28(2), (3), and (4) of the UK General Data Protection Regulation and any other duties as set out in the Data Protection Act 2018; (b) no Personal Data shall be transferred outside the United Kingdom without the express approval of the Company and such approval is subject to such further conditions or requirements of the Company; (c) notification of any security breach, or breach of the Data Protection Laws by the Processor shall be made promptly and no later than twenty-four hours after the Processor became aware of such incident.

16.2.6 The Supplier shall indemnify and keep indemnified the Company from and against all Losses suffered or incurred by the Company arising out of or in connection with claims and proceedings arising from any breach of the Supplier obligations under this Condition 16.2.

16.4 Discrimination

The Supplier shall not unlawfully discriminate either directly or indirectly on such grounds as race, colour, ethnic or national origin, disability, sex or sexual orientation, religion or belief, or age and without prejudice to the generality of the foregoing the Supplier shall not unlawfully discriminate within the meaning and scope of the Equality Act 2010, the Human Rights Act 1998 or other relevant or equivalent legislation, or any statutory modification or re-enactment thereof.

16.5 Advertising and Marketing

16.5.1 The logo and name of the Company, its members, its constituent institutions and departments shall not be used by the Supplier in advertising for any purpose without the Company's prior written consent.

16.5.2 The Supplier shall not use the Company's name, logo and/or its branding in any way without the prior written consent of the Company's Marketing Department. If the Company's Marketing Department does give consent, any usage of its name, logo and/or branding shall be in accordance with its guidelines and any other required conditions of use.

16.6 Notices

Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to the 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 notice.

16.7 Assignment and sub-contracting

The Supplier shall not, without the prior written consent of the Company, assign, sub-license, sub-contract or otherwise transfer to any third party any of its rights or obligations under the Contract. The Company shall be entitled to assign its rights and/or obligations under the Contract.

16.8 Payment of sub-contractors

Where the Supplier, with the Company's approval, enters into a sub-contract for the purpose of performing the Supplier's obligations under the Contract, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the subcontractor within a specified period not exceeding 30 days from receipt of a valid invoice.

16.9 Third party rights

Both parties agree that no term of the Contract will be enforceable by any third party by virtue of the Contracts (Rights of Third Parties) Act 1999 or otherwise.

16.10 Severance

In the event that any provision (including any distinct sub-condition) of the Contract is held to be illegal, invalid, void or unenforceable, it shall be severed from the remaining provisions of the Contract, which shall continue in full force and effect.

16.11 Waiver

Failure or neglect by either party to enforce any provision of the Contract shall not be construed nor shall be deemed to be a waiver of that party's rights under the Contract and shall not prejudice that party's rights to take subsequent action.

16.12 Force Majeure

Without prejudice to the Supplier's obligations relating to business continuity under Clause 16.3:

16.12.1 Subject to Clauses 16.12.2 and 16.12.3, neither party shall be liable for delay in performing or failure to perform obligations if the delay or failure results from events or circumstances outside its reasonable control ("Force Majeure Event"). Such delay or failure shall not constitute a breach of this Agreement and the time for performance shall be extended by a period equivalent to that during which performance is so prevented, provided that if such delay or failure persists for more than two (2) months nothing in this Clause 16.12 shall be taken to limit or prevent exercise by either party of its rights of termination under Clause 13.

16.12.2 If a party is affected by a Force Majeure Event, it shall: (a) as soon as reasonably practicable after the start date of the Force Majeure Event, notify the other party in writing of the Force Majeure Event, the date on which it started, its likely or potential duration, and the effect of the Force Majeure Event on its ability to perform any of its obligations under the Contract; and (b) use reasonable endeavours to mitigate the effect of the Force Majeure Event on the performance of its obligations.

16.12.3 Clause 16.12.1 shall not apply where the Supplier is unable to perform its obligations due to: (a) failure of the Supplier's

own suppliers to perform; or (b) industrial action by persons employed or otherwise engaged by the Supplier or (where the Supplier is a company) affiliate companies of the Supplier.

16.13 Entire agreement

The Contract constitutes the entire agreement between the parties in relation to the purchase by the Company of the Goods and/or Services. It supersedes any prior agreements, representations, arrangements or undertakings in relation to such subject matter, provided that nothing in this Clause shall exclude or limit liability for fraudulent misrepresentation.

16.14 Anti-Bribery

The Supplier shall not, in the performance of its obligations under the Contract, act in a manner that constitutes a breach of applicable laws, regulations, codes and sanctions relating to anti-bribery and anticorruption including but not limited to the Bribery Act 2010. In addition to having its own adequate procedures in place, the Supplier shall comply with any policy or procedure governing anti-bribery imposed by the Company and warrants that in providing the Goods and/or Services will not induce or improperly reward any third party, including any public official, to act improperly. For the purposes of this clause to act improperly shall be interpreted in accordance with the Bribery Act 2010. The Company shall be entitled to terminate the Contract immediately and to recover from the Supplier the amount of any loss resulting from a breach of this Clause 16.14.

16.15 Compliance with anti-slavery and human trafficking laws.

In performing its obligations under the Contract, the Supplier shall comply with all applicable anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but not limited to the Modern Slavery Act 2015 and include in contracts with its direct subcontractors and suppliers provisions which are at least as onerous as those set out in these Conditions. The Company shall be entitled to terminate the Contract immediately and to recover from the Supplier the amount of any loss resulting from a breach of this Clause 16.15.

16.16 Compliance with anti-facilitation of tax evasion laws

In performing its obligations under the Contract, the Supplier shall comply with all applicable anti-facilitation of tax evasion laws and regulations including the Criminal Finances Act 2017. The Supplier shall not engage in any activity, practice or conduct which would constitute either a UK tax evasion facilitation offence under section 45(5) of the Criminal Finances Act 2017; or a foreign tax evasion facilitation offence under section 46(6) of the Criminal Finances Act 2017. The Company shall be entitled to terminate the Contract immediately and to recover from the Supplier the amount of any loss resulting from a breach of this Clause 16.16

16.17 Variation

No variation to these Conditions or a Purchase Order or any other part of the Contract shall be binding on the Company unless agreed in writing by the Authorised Officer.

16.18 Law and jurisdiction

The Contract and any dispute arising out of or in connection with it (including noncontractual disputes or claims) shall be governed by and interpreted in accordance with English law and the parties submit to the exclusive jurisdiction of the English courts.

16.19 Headings

The headings of the Conditions and sub-conditions of the Contract are used for convenience only and shall not affect the interpretation hereof.