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Buying for a better future

Conditions of Contract for Purchase of Goods and Services

DOCUMENT GOVERNANCE

Policy Owner	Head of Procurement
Effective date	1 March 2017
This policy will be reviewed every six months.	

CONTENTS

1.	DEFINITIONS AND INTERPRETATIONS.....	2
2.	Basis of Purchase	3
3.	Cancellation of Order	3
4.	Price.....	4
5.	Delivery	4
6.	Documentation and Marking	5
7.	Payment	5
8.	Risk and Property.....	5
9.	Quality, Quality Control and Inspection.....	6
10.	Warranties as to Goods and Services.....	6
11.	Indemnity	7
12.	INSURANCE.....	7
13.	Intellectual Property.....	8
14.	CONFIDENTIALITY AND FREEDOM OF INFORMATION.....	9
15.	Force Majeure.....	10
16.	Termination.....	10
17.	Remedies.....	11
18.	Assignment	11
19.	Waiver.....	12
20.	Notice.....	12
21.	Severability	12
22.	Variations	12
23.	Health & Safety and Environmental Protection	12
24.	Equality Legislation	13
25.	MODERN SLAVERY	13
26.	Anti-Bribery and Corruption.....	13
27.	Publicity.....	14
28.	Protection of the Purchaser's Site	14
29.	DISPUTES	14
30.	Law.....	14

1. DEFINITIONS AND INTERPRETATIONS

In these Conditions: -

Address	means the delivery address stated in an Order or such other address as the Purchaser may subsequently notify in writing.
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 the Supplier.
Contract	means the agreement between the Purchaser and the Supplier consisting of the Order, these Conditions and any other documents, or parts thereof (including ITT, specification, tender response and subsequent clarifications – together with any other terms specified in the Order).
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.
Data	means all designs, models, drawings, prints, samples, transparencies, specifications, reports, manuscripts, working notes, documentation, process information, manuals, photographs, negatives, tapes, discs, software or any other similar items.
Delivery	means the receipt by the Purchaser of the Goods or performance of the Services at the Address.
Equality Legislation	means any and all legislation, applicable guidance and statutory codes of practice relating to diversity, equality, non-discrimination and human rights as may be in force from time to time in England and Wales or in any other territory in which, or in respect of which, the Supplier provides the Goods and/or Services.

Goods	means all products, articles or materials specified in an Order to be supplied in accordance with the Contract.
Intellectual Property Rights	means patents, rights to inventions, copyright and related rights, trade marks and service marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how and trade secrets) and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
Order	means the Purchaser's officially numbered purchase order incorporating these Conditions together with all the documents attached or referred to therein or a request for a purchasing card transaction that is supported by a valid Purchaser's purchasing card.
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.
Purchaser	means Nottingham Trent University, or such affiliated organisation as is identified as the purchaser elsewhere in the Contract, and includes its successors and assignees.
Services	means the services or work specified in an Order to be supplied in accordance with the Contract.
Supplier	means the Supplier named in an Order.

2. BASIS OF PURCHASE

- 2.1 An Order constitutes an offer by the Purchaser to purchase the 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 gives notice of its acceptance to the Purchaser, or impliedly accepts on Order by fulfilling an Order in whole or in part.
- 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 the Purchaser agrees otherwise in writing.
- 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.
- 2.5 Subject to any amendment in accordance with clause 2.4, these Conditions together with the relevant Order 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 an Order by giving written notice to the Supplier, without liability to the Supplier, at any time prior to the receipt of express or implied acceptance by 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 of that Order, 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.

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 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.

4.3 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/or 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.**

5.2 At any time prior to the relevant delivery or performance, the Purchaser shall be entitled to request alternative delivery arrangements by written notice to the Supplier and the Supplier shall use its reasonable endeavours to fulfil that request.. If the Supplier is unable to fulfil the request for alternative delivery arrangements, then unless otherwise agreed by the parties, the Supplier deliver the Goods and/or perform the Services (as applicable) in accordance with clause 5.1.

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

5.4 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.

5.5 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.

5.6 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.

- 5.7 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.
- 5.8 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.
- 5.9 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.
- 5.10 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

- 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 Unless otherwise agreed in writing, the Supplier shall only be entitled to invoice the Purchaser after delivery of the Goods or performance of the Services, as appropriate, unless otherwise agreed in writing by the **Purchaser. It is the Supplier's responsibility to ensure that each invoice issued to the Purchaser is a Correct Invoice.**
- 7.2 The Purchaser will pay for the Goods or Services no later than 30 days after receipt of a Correct Invoice unless otherwise agreed.
- 7.3 The Purchaser shall be entitled to set off against the price any sums owed to the Purchaser by the Supplier.
- 7.4 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
- (a) provisions having the same effect as clause 7.2; and
 - (b) (b) a provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as 7.2 of this Contract.

In this clause 7.4 "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from the Purchaser in a subcontracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Contract.

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 Sale of Goods Act 1979, and any amendments or revisions thereto or superseding legislation, 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 any breach by the Supplier of either clause 24 or the Equality Act 2010.

12. INSURANCE

12.1 The Supplier shall effect and maintain and shall require its sub-contractors or agents to effect and maintain throughout the continuance of the Contract adequate insurance policies with reputable insurers on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time.

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

13. INTELLECTUAL PROPERTY

Intellectual Property Rights in Data

- 13.1 All Intellectual Property Rights in all Data prepared or supplied by the Purchaser to the Supplier shall remain the property of the Purchaser.
- 13.2 All Intellectual Property Rights in all Data prepared or developed by the Supplier for the Purchaser under or in connection with the Contract shall vest in the Purchaser, and the Supplier hereby assigns, by way of present and future assignment, with full title guarantee all such Intellectual Property Rights to the Purchaser.
- 13.3 All Intellectual Property Rights vested in the Supplier, or a third party, prior to the commencement of the Services but which are used by the Supplier in connection with the Contract shall remain vested in the Supplier but the Supplier hereby grants a non-exclusive, perpetual, irrevocable, royalty-free licence to the Purchaser to use, copy or modify such Data, together with a right to sub-license such rights, to enable the Purchaser or such third party to utilise the Data prepared or developed under or in connection with the Contract. This licence shall survive the termination or expiry of the Contract.

Intellectual Property Rights arising from the Services (excluding Data)

- 13.4 If at any time during the continuance of the Contract the Supplier or any of its personnel (whether alone or with any other person) in the course of the provision of the Services makes or discovers, or participates in the making or discovery of any invention, development or discovery (an "Invention") it shall treat the Invention and all information relating to it as confidential to the Purchaser and shall promptly disclose to the Purchaser full details, including drawings and models (if any) of the Invention. The Supplier hereby assigns, by way of present and future assignment, to the Purchaser all right, title and interest in and to any Inventions so that the property, including all Intellectual Property Rights in the Inventions shall vest in the Purchaser absolutely.

Intellectual Property Rights subsisting in the Goods (excluding Data)

- 13.5 Nothing in these Conditions shall have the effect of transferring ownership of any Intellectual Property Rights in any Goods (excluding Data).

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- 13.6 The Supplier shall obtain waivers of any moral rights in the products of the Services (including the Data) to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.
- 13.7 The Supplier shall, on termination of this Contract, provide the Purchaser with all assistance (including without limitation the provision of data not constituting confidential information of the Supplier) reasonably required for the timely transfer of the Services to the University or to another contractor, at the expense of the Supplier.

14. CONFIDENTIALITY AND FREEDOM OF INFORMATION

- 14.1 The Supplier shall keep confidential all information connected with the business of the Purchaser 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 Services except: -
- 14.1.1 with the prior written agreement of the Purchaser;
 - 14.1.2 by requirement of law; or
 - 14.1.3 to satisfy a request under the Freedom of Information Act 2000 ("**FOIA**") **where disclosure is deemed to be necessary and not covered by any of the exemptions available under the Act.**
- 14.2 The provisions of clause 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 clause 14.1, or
 - 14.2.2 obtained from a third party who is free to disclose the same.
- 14.3 The Supplier shall provide and shall procure that its sub-contractors shall provide reasonable assistance to the Purchaser at all times to ensure that the Purchaser meets its obligations under the FOIA in connection with the provision of the Service.
- 14.4 The Purchaser shall inform the Supplier as soon as practicable after it has received a request for information under FOIA and at the latest within 5 days of receiving such a request where the Purchaser requires assistance from the Supplier in dealing with such request. The Supplier shall or shall procure that any sub-contractor complies with such request for information and assistance within 10 (ten) days of receiving such request from the Purchaser.
- 14.5 The Supplier shall be entitled to be reimbursed for its reasonable costs incurred in providing assistance to the Purchaser in complying with requests for information under FOIA up to the amount of the fee properly charged by the Purchaser to the applicant making the request for information in accordance with FOIA, such fee not to exceed £25 per hour, exclusive of any taxes.
- 14.6 For the avoidance of doubt, if the Purchaser in its absolute discretion determines that it is not obliged to provide information in response to a request made under FOIA because of the existence of an exemption under FOIA then the Supplier shall not be obliged to provide to the Purchaser more detailed information than is necessary to enable the Purchaser to comply with its obligations under FOIA.
- 14.7 In complying with the obligations of clauses 14.3 to 14.6, the Parties agree that they shall at all times act in good faith and the Supplier shall do nothing to prevent the Purchaser from complying with its obligations under FOIA.
- 14.8 Both parties shall and shall ensure that their employees and agents shall, observe the requirements of the Data Protection Act 1998 and any **amendments or revisions thereto or superseding legislation ("DPA")** in the provision and use of the Goods or Services .
- 14.9 For the purposes of this Contract the Purchaser shall be for the Data Controller and the Supplier shall be the Data Processor.
- 14.10 Where the Supplier is Processing Personal Data on behalf of the Purchaser under or in connection with this Contract, the Supplier must:

- 14.10.1 only Process such Personal Data as is necessary to perform its obligations under this Contract, and only in accordance with any instructions given by the Purchaser under this Contract;
 - 14.10.2 put in place appropriate technical and organisational measures against any unauthorised or unlawful Processing of the Personal Data, and against the accidental loss or destruction of or damage to such Personal Data having regard to the specific requirements of this clause 14, the state of technical development and the level of harm that may be suffered by a Data Subject whose Personal Data is affected by unauthorised or unlawful Processing or by its loss, damage or destruction;
 - 14.10.3 take reasonable steps to ensure the reliability of any of the **Supplier's personnel who will have access to Personal Data**, and ensure that such personnel are aware of and trained in the policies and procedures identified in this clause 14;
 - 14.10.4 report all incidents of data loss or breach of confidence to the Purchaser; and
 - 14.10.5 not cause or allow Personal Data to be transferred outside the European Economic Area without the prior written consent of the Purchaser.
- 14.11 Where any Personal Data is Processed by any Sub-Contractor of the Supplier in connection with this Contract, the Supplier shall procure that such sub-contractor shall comply with the relevant obligations set out in this clause 14, as if such sub-contractor were the Supplier.
- 14.12 The Supplier shall indemnify and keep the Purchaser indemnified against, any loss, damages, costs, expenses (including without limitation legal costs and expenses), claims or proceedings whatsoever or howsoever **arising from the Supplier's unlawful or unauthorised Processing**, destruction and/or damage to Personal Data in connection with this Contract.
- 14.13 For the purpose of this clause 14, "**Processing**", "**Personal Data**", "**Data Processor**", "**Data Controller**" and "**Data Subject**" shall have the relevant meaning set out in the DPA.

15. FORCE MAJEURE

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, civil commotion, insurrection or industrial action of third parties out with the control of the Supplier.

16. TERMINATION

- 16.1 The Purchaser shall have the right at any time by giving notice in writing to the Supplier to terminate the Contract forthwith without liability to the Supplier in any of the following events: -
- 16.1.1 if the Supplier commits a breach of any of the terms of the Contract;

- 16.1.2 if 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, 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;
- 16.1.3 if the Supplier ceases or threatened to cease to carry on its business or trade.
- 16.2 Without prejudice to the rights of the Purchaser under clause 3 and clause 16.1 the Purchaser may for any other reason whatsoever terminate the Contract and/or Orders 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.
- 16.3 The termination of the Contract howsoever arising will be without prejudice to the rights, duties and liabilities of either party accrued prior to termination. The Conditions which impliedly or expressly have effect after termination will continue to be enforceable notwithstanding termination.

17. REMEDIES

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): -

- 17.1.1 to rescind an Order;
- 17.1.2 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;
- 17.1.3 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;
- 17.1.4 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;
- 17.1.5 to claim such damages as may have been sustained in consequence of the Supplier's breach.

18. ASSIGNMENT

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. WAIVER

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.

20. NOTICE

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.

21. SEVERABILITY

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.

22. VARIATIONS

22.1 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.

22.2 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. If following **receipt of the Supplier's proposed variation to the Price:**

22.2.1 the Purchaser does not wish to proceed, there shall be no change to this Contract; and

22.2.2 if the Purchaser wishes the Supplier to proceed with the change, the Supplier shall do so after agreement on the necessary variations to the Price is confirmed by both parties in writing.

22.3 The Purchaser reserves the right to reject or negotiate on any Price amendments at their sole discretion.

22.4 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.

23. HEALTH & SAFETY AND ENVIRONMENTAL PROTECTION

23.1 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.

- 23.2 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.
- 23.3 The Supplier shall: -
- 23.3.1 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
- 23.3.2 during the execution of an Order take such steps as are reasonably practicable to avoid harm to the environment.

24. EQUALITY LEGISLATION

- 24.1 The Supplier shall ensure that it does not, whether as an employer or provider of services and/or goods, discriminate within the meaning of the Equality Legislation.
- 24.2 The Supplier shall comply with any equal opportunities, diversity or dignity at work policies or guidelines notified by the Purchaser to the Supplier in advance in writing.
- 24.3 The Supplier shall comply with the provisions of the Equality Legislation in all dealings with sub-contractors.
- 24.4 Where in connection with the Contract, the Supplier, its agents or sub-contractors, or the Supplier's personnel 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 also comply with the Purchaser's codes of practice relating to equal opportunities and dignity at work.

25. MODERN SLAVERY

- 25.1 In accordance with the requirements of the Modern Slavery Act 2015 the Purchaser is committed to ensuring that there is no modern slavery or human trafficking in its supply chains or in any part of its business. The Supplier is therefore obliged to work with the Purchaser in discharging this responsibility as may be required.
- 25.2 The Supplier shall ensure that (where relevant) it complies with the provisions of the Modern Slavery Act 2015.

26. ANTI -BRIBERY AND CORRUPTION

- 26.1 The Supplier shall not, and no member of its group of companies shall, offer or agree to give any person working for or engaged by the Purchaser any gift or other consideration, which could act as an

inducement or a reward for any act or failure to act connected to this Contract or any other agreement between the Parties.

26.2 In the event of any breach of clause 26.1 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 Bribery Act 2010, the Purchaser may terminate the Contract forthwith by notice in writing to the Supplier.

26.3 The Supplier shall notify the Purchaser in the event that the Supplier or **anyone acting on the Supplier's behalf, are prosecuted for any** corruption-related offences including bribery.

27. PUBLICITY

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.

28. PROTECTION OF THE PURCHASER'S SITE

The Supplier shall, in delivering the Goods or carrying out the Services, abide at all times with the Purchaser's work place regulations which are **brought to the Supplier's attention in any manner.**

29. DISPUTES

The Parties shall attempt to resolve in good faith any dispute arising between them out of the operation of this Contract. If the dispute cannot be resolved informally, it shall be referred to [insert name] at the University and the [insert name] of the Supplier.

30. LAW

30.1 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.

30.2 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.

31. ENTIRE AGREEMENT

This Contract constitutes the entire understanding between the Parties. Except as expressly set out in this Contract, no third party shall acquire any rights or shall confer on any third party any benefit or the right to enforce any provision of this Contract.