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## TERMS AND CONDITIONS FOR THE PURCHASE OF GOODS AND SERVICES UNIVERSITY OF LINCOLN

### 1. INTERPRETATION

1.1 Definitions. In these Conditions, the following definitions apply:

**Business Day:** a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

**Commencement Date:** has the meaning set out in clause 2.2.

**Conditions:** these terms and conditions as amended from time to time in accordance with clause 16.8.

**Contract:** the contract between the UoL and the Supplier for the supply of Goods and/or Services in accordance with these Conditions.

**Customer Materials:** has the meaning set out in clause 5.3(j).

**Deliverables:** all Documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form, including without limitation computer programs, data, reports and specifications (including drafts).

**Document:** includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form.

**Goods:** the goods (or any part of them) set out in the Purchase Order.

**HACCP:** hazard analysis of critical control points.

**Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

**Legislation:** General Food Law Regulation (EC) 178/2002, The Food Safety Act 1990 as amended by the Food Safety Act 1990 (Amendments) Regulations 2004, the General Food Regulations 2004 and the Food Hygiene Regulations 2006 as amended from time to time.

**Purchase Order :** UoL's Purchase Order for the supply of Goods and/or Services, as set out in UoL's Purchase Order form.

**Services:** the services, including without limitation any Deliverables, to be provided by the Supplier under the Contract as set out in the Specification.

**Specification:** In relation to Goods, any specification for the Goods (including any relevant plans or drawings) provided by UoL to the Supplier and in relation to Services, the description or specification for Services produced by the Supplier and agreed in writing by UoL.

**Supplier:** the person or firm from whom UoL purchases the Goods and/or Services.

**UoL:** University of Lincoln

1.2 Construction. In these Conditions, the following rules apply:

(a) a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

(b) a reference to a party includes its successors or permitted assigns;

(c) a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re-enacted. A reference to a statute or statutory provision includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

(d) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and

(e) a reference to **writing** or **written** includes faxes and e-mails and or any other electronic transmission with exception of termination under clause 12

### 2. BASIS OF CONTRACT

2.1 The Purchase Order constitutes an offer by UoL to purchase Goods and/or Services from the Supplier in accordance with these Conditions.

2.2 The Purchase Order shall be deemed to be accepted on the earlier of:

(a) the Supplier issuing written acceptance of the Purchase Order; or

(b) any act by the Supplier consistent with fulfilling the Purchase Order, at which point and on which date the Contract shall come into existence(**Commencement Date**).

2.3 These Conditions apply to the Contract to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 All of these Conditions shall apply to the supply of both Goods and Services except where the application to one or the other is specified.

### 3. SUPPLY OF GOODS

3.1 The Supplier shall ensure that the Goods shall:

(a) correspond with their description and any applicable Specification;

(b) be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and fit for any purpose held out by the Supplier or made known to the Supplier by UoL, expressly or by implication, and in this respect UoL relies on the Supplier's skill and judgment;

(c) where applicable, be free from defects in design, materials and workmanship and remain so for 12 months after delivery; and

**(d)** comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods.

**3.2** The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract in respect of the Goods. UOL reserves the right to request copies of any such documentation.

**3.3** Where the Goods are intended for human consumption, the Goods shall:

**(a)** comply with the Legislation;

**(b)** be properly packed and adequately protected against damage, contamination and pests; and

**(c)** be supplied with identifying marks and accompanying information of sufficient detail to enable UOL to trace the Goods back to their source.

**3.4** Where the Goods are intended for human consumption the Supplier shall maintain a fully documented HACCP system. The Supplier reserves the right to request copies of records kept for such purposes.

**3.5** Where the Goods are intended for human consumption the Supplier shall ensure that any packaging used by the Supplier that comes into contact with or is likely to come into contact with the Goods shall be of food grade type and conform with the British Retail Consortium/Institute of Packaging Global Standard for Packaging and Packaging Materials as amended from time to time.

**3.6** UOL shall have the right to inspect and test the Goods at any time before delivery.

**3.7** If following such inspection or testing UOL considers that the Goods do not conform or are unlikely to comply with the Supplier's undertakings at clauses 3.1, 3.2, 3.3, 3.4 and 3.5, UOL shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

**3.8** Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Contract, and UOL shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

#### **4. DELIVERY OF GOODS**

**4.1** The Supplier shall ensure that:

**(a)** the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;

**(b)** where the Goods are intended for human consumption they are delivered at the correct temperatures as set out in the Legislation, the Supplier reserves the right to undertake its own temperature checks prior to accepting delivery of the Goods and in the case of chilled and/or high risk foods, reject any Goods that do not comply with the Legislation;

**(c)** unless otherwise agreed with UOL, each delivery of the Goods will be accompanied by a delivery note which shows the date of the Purchase Order, UOL's Purchase Order number, the type and quantity of the Goods (including the code number of the Goods (where applicable)), special storage instructions (if any) and, if the Goods are being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and

**(d)** if the Supplier requires UOL to return any packaging material for the Goods to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

**4.2** The Supplier shall deliver the Goods:

**(a)** on the date specified in the Purchase Order unless otherwise agreed with UoL in writing;

**(b)** to UOL's premises or such other location as is set out in the Purchase Order or as instructed by UOL before delivery (**Delivery Location**);

**(c)** during UoL's normal hours of business being 8.30am to 5pm Monday to Friday or as otherwise instructed by UoL.

**4.3** Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.

**4.4** The Supplier shall not deliver the Goods in instalments without UOL's prior written consent. Where it is agreed that the Goods are delivered by instalments, they may be invoiced and paid for separately. However, failure by the Supplier to deliver any one instalment on time or at all or any defect in an instalment shall entitle UOL to the remedies set out in clause 6.1.

**4.5** Title and risk in the Goods shall pass to UOL on completion of delivery.

#### **5. SUPPLY OF SERVICES**

**5.1** The Supplier shall from the Commencement Date and for the duration of this Contract provide the Services to UOL in accordance with the terms of the Contract.

**5.2** The Supplier shall meet any performance dates for the Services specified in the Purchase Order or notified to the Supplier by UOL.

**5.3** In providing the Services, the Supplier shall:

**(a)** co-operate with UOL in all matters relating to the Services, and comply with all instructions provided by UOL;

**(b)** perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;

**(c)** use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;

**(d)** ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by UOL;

**(e)** provide all equipment, tools and vehicles and such other items as are required to provide the Services;

**(f)** use the best quality goods, materials, standards and techniques, and ensure that the Deliverables, and all goods and materials supplied and used in the Services or transferred to UOL, will be free from defects in workmanship, installation and design;

- (g) obtain and at all times maintain all necessary licences, permits to work and consents, and comply with all applicable laws and regulations;
- (h) observe all health and safety rules and regulations and any other security requirements that apply at any of UOL's premises including any permit to work systems, and ensure that the working area is not left unattended during any periods in which the Services are being provided;
- (i) ensure that the working area is left safe and secure at the end of any working period;
- (j) hold all materials, equipment and tools, drawings, specifications and data supplied by UOL to the Supplier (**UOL Materials**) in safe custody at its own risk, maintain UOL Materials in good condition until returned to UOL, and not dispose or use UOL Materials other than in accordance with UOL's written instructions or authorisation;
- (k) not do or omit to do anything which may cause UOL to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that UOL may rely or act on the Services; and
- (l) provide UOL with copies of its Health and Safety Policy, all relevant risk assessments and permits to work;
- (m) where relevant, provide evidence of competence to deliver the Services; and
- (n) where the Services involve the use or processing of personal data (as defined in the Data Protection Act 1998) the Supplier shall enter into a data processing agreement with UoL.

## **6. CUSTOMER REMEDIES**

**6.1** If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, UoL shall, without limiting its other rights or remedies, have one or more of the following rights:

- (a) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (b) to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
- (c) to recover from the Supplier any costs incurred by UoL in obtaining substitute goods and/or services from a third party;
- (d) where UOL has paid in advance for Services that have not been provided by the Supplier and/or Goods which have not been delivered by the Supplier, to have such sums refunded by the Supplier; and
- (e) to claim damages for any additional costs, loss or expenses incurred by UOL which are in any way attributable to the Supplier's failure to meet such dates.

**6.2** If the Goods are not delivered by the applicable date, UOL may, at its option, claim or deduct 5 per cent of the price of the Goods for each week's delay in delivery by way of liquidated damages, up to a maximum of 25 per cent of the total price of the Goods. If UOL exercises its rights under this clause 6.2 it shall not be entitled to any of the remedies set out in clause 6.1 in respect of the Goods' late delivery.

**6.3** If the Supplier has delivered Goods that do not comply with the undertakings set out in clauses 3.1, 3.2, 3.3, 3.4, 3.5 then, without limiting its other rights or remedies, UoL shall have one or more of the following rights, whether or not it has accepted the Goods:

- (a) to reject the Goods (in whole or in part) whether or not title has passed and to return them to the Supplier at the Supplier's own risk and expense;
- (b) to terminate the Contract with immediate effect by giving written notice to the Supplier;
- (c) to require the Supplier to repair or replace the rejected Goods, or to provide a full refund of the price of the rejected Goods (if paid);
- (d) to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
- (e) to recover from the Supplier any expenditure incurred by UOL in obtaining substitute goods from a third party; and
- (f) to claim damages for any additional costs, loss or expenses incurred by UOL arising from the Supplier's failure to supply Goods in accordance with clauses 3.1, 3.2, 3.3, 3.4 and 3.5.

**6.4** These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.

**6.5** UoL's rights under this Contract are in addition to its rights and remedies implied by statute and common law.

## **7. CUSTOMER'S OBLIGATIONS**

UoL shall:

- (a) provide the Supplier with reasonable access at reasonable times to UoL's premises for the purpose of providing the Services; and
- (b) provide such information as the Supplier may reasonably request for the provision of the Services and UoL considers reasonably necessary for the purpose of providing the Services.

## **8. CHARGES AND PAYMENT**

**8.1** The price for the Goods:

- (a) shall be the price set out in the Purchase Order;
- (b) shall be inclusive of the costs of packaging, insurance and carriage of the Goods, unless otherwise agreed in writing by UoL. No extra charges shall be effective unless agreed in writing and signed by UoL.

**8.2** The charges for the Services shall be set out in the Purchase Order, and shall be the full and exclusive remuneration of the Supplier in respect of the performance of the Services. Unless otherwise agreed in writing by UOL, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services. Where applicable, UOL shall make appropriate tax and National Insurance deductions to comply with IR35 Intermediaries Legislation.

**8.3** In respect of Goods, the Supplier shall invoice UOL on or at any time after completion of delivery. In respect of Services, the Supplier shall invoice UOL on completion of the Services. Each invoice shall include such supporting information required by UOL to verify the accuracy of the invoice, including but not limited to the relevant purchase Order number.

**8.4** In consideration of the supply of Goods and/or Services by the Supplier, UoL shall pay the invoiced amounts 30 days from the date on a correctly rendered invoice, to a bank account nominated in writing by the Supplier.

**8.5** UoL shall be entitled to the Supplier's standard discount for prompt payment.

**8.6** UoL shall be entitled to the Supplier's standard discount for the bulk purchase of Goods. The Supplier will inform UoL in writing of any such discounts as and when they are available to a comparable customer. For the purposes of this clause, 'comparable' means a customer that purchases Goods in substantially similar volumes as UoL on broadly similar terms and conditions.

**8.7** All amounts payable by UoL under the Contract are exclusive of amounts in respect of valued added tax chargeable from time to time (**VAT**). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to UoL, UoL shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Goods and/or Services at the same time as payment is due for the supply of the Goods and/or Services.

**8.8** If UoL fails to pay any amount properly due and payable by it under the Contract, the Supplier shall have the right to charge interest on the overdue amount at the rate of 4% per cent per annum above the base rate for the time being of the Bank of England accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment. This clause shall not apply to payments that the UoL disputes in good faith.

**8.9** The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and the Supplier shall allow UoL to inspect such records at all reasonable times on request.

**8.10** The Supplier may not set off any amount owing to it by UoL against any amount payable by the Supplier to UoL. UoL may, without limiting its other rights or remedies, set off any amount owing to it by the Supplier against any amount payable by the UoL to the Supplier.

## **9. INTELLECTUAL PROPERTY RIGHTS**

**9.1** In respect of the Goods and any goods that are transferred to UoL as part of the Services under this Contract, including without limitation the Deliverables or any part of them, the Supplier warrants that it has full clear and unencumbered title to all such items, and that at the date of delivery of such items to UoL, it will have full and unrestricted rights to sell and transfer all such items to UOL.

**9.2** The Supplier assigns to UOL, with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.

**9.3** The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services 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.

**9.4** The Supplier shall, promptly at UOL's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as UOL may from time to time require for the purpose of securing for UOL the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to UOL in accordance with clause 9.2.

**9.5** All Customer Materials are the exclusive property of UOL.

## **10. INDEMNITY**

**10.1** The Supplier shall keep UOL indemnified in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, fines, legal and other professional fees and expenses awarded against or incurred or paid by UOL as a result of or in connection with:

**(a)** any claim made against UOL by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors;

**(b)** any claim made against UOL by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and

**(c)** any claim made against UOL for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the manufacture, supply or use of the Goods, or receipt, use or supply of the Services.

**10.2** For the duration of the Contract and unless otherwise agreed with UOL in writing, for a period of 12 months thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance and where UOL deems it necessary, product recall insurance, to cover the liabilities that may arise under or in connection with the Contract and shall, on UOL's request, produce both the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

**10.3** This clause 10 shall survive termination of the Contract.

## **11. CONFIDENTIALITY**

**11.1** A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 11 shall survive termination of the Contract.

### **11.2 Data Protection**

If the Supplier is processing personal data on behalf of UoL they shall sign the University's Data Processing Agreement. Agreement to prevail: If there is any inconsistency between any of the provisions of this Contract and the data processing agreement entered into between the parties then the provisions the data processing

agreement shall prevail over this Contract except that this shall not prejudice UoL's rights to terminate under clause 12 of this Contract.

### **11.3 Freedom of Information**

(a) The Supplier acknowledges that UoL is subject to the requirements of the Freedom of Information Act ("FOIA") and the Environmental Information Regulations ("EIR") and shall assist and cooperate with UoL to enable UoL to comply with its information disclosure obligations.

(b) The Supplier shall and shall procure that its sub-contractors shall:

(i) transfer to UoL all requests for information that it receives as soon as practicable and in any event within 2 working days of receiving a request for information;

(ii) provide UoL with a copy of all information in its possession, or power in the form that UoL requires within five working days (or such period as UoL may specify) of UoL's request; and

(iii) provide all necessary assistance as reasonable requested by UoL to enable UoL to respond to the request for information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the EIR.

(c) UoL shall be responsible for determining in its absolute discretion and notwithstanding any other provision in the terms and conditions or any other agreement whether commercially sensitive information and/or any other information is exempt from disclosure in accordance with the provisions of the FOIA or the EIR.

(d) In no event shall the Supplier respond directly to a request for information unless expressly authorised to do so by UoL.

(e) The Supplier acknowledges that (notwithstanding the provisions of the Clause 11.3) UoL may, acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000 ("the Code"), be obliged under the FOIA or EIR to disclose information concerning the Supplier or the services in certain circumstances:

(i) without consulting the Supplier; or

(ii) following consultation with the Supplier and having taken their views into account;

provided always that where 11.3(e)(i) applies that UoL shall, in accordance with any recommendations of the Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

(f) The Supplier shall ensure that all information is retained for disclosure and shall permit UoL to inspect such records as requested from time to time.

(g) The Supplier acknowledges that that any lists or schedules provided outlining commercially sensitive information are of indicative value only and that UoL may be obliged to disclose it in accordance with this clause.

## **12. TERMINATION**

**12.1** Without limiting its other rights or remedies, UoL may terminate the Contract with immediate effect by giving written notice to the Supplier if:

**(a)** the Supplier commits a material or persistent breach of the Contract and (if such a breach is remediable) fails to remedy that breach within ten days of receipt of notice in writing of the breach;

**(b)** 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 (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;

**(c)** 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;

**(d)** a petition is filed, a notice is given, a resolution is passed, or a Purchase Order is made, for or in connection with the winding up of the Supplier (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the Supplier with one or more other companies or the solvent reconstruction of the Supplier;

**(e)** the Supplier (being an individual) is the subject of a bankruptcy petition

**(f)** 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 its assets and such attachment or process is not discharged within 14 days;

**(g)** an application is made to court, or a Purchase 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 (being a company);

**(h)** a floating charge holder over the assets of the Supplier (being a company) has become entitled to appoint or has appointed an administrative receiver;

**(i)** a person becomes entitled to appoint a receiver over the assets of the Supplier or a receiver is appointed over the assets of the Supplier;

**(j)** 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 clause 12.1(b) to clause 12.1(i) (inclusive);

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

**(l)** the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his own affairs or becomes a patient under any mental health legislation.

**12.2** Without limiting its other rights or remedies, UoL may terminate the Contract:

**(a)** in respect of the supply of Services, by giving the Supplier 30 days written notice; and

**(b)** in respect of the supply of Goods, with immediate effect by giving written notice to the Supplier, in which case UoL shall pay the Supplier fair and reasonable compensation for any work in progress on any other Goods at the date of termination but such compensation shall not include loss of anticipated profits or any consequential loss.

**12.3** In any of the circumstances in these Conditions in which UOL may terminate the Contract, where both Goods and Services are supplied, UOL may instead terminate part of the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.

### **13. CONSEQUENCES OF TERMINATION**

On termination of the Contract or any part of it for any reason:

**(a)** where the Services are terminated, the Supplier shall immediately deliver to UOL all Deliverables, whether or not then complete, and return all Customer Materials. If the Supplier fails to do so, then UOL may without limiting its other rights or remedies enter the Supplier's premises and take possession of them. Until they have been returned or delivered, the Supplier shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;

**(b)** the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination; and

**(c)** clauses which expressly or by implication have effect after termination shall continue in full force and effect.

### **14. DISCRIMINATION**

**14.1** The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to discrimination (whether in age, race, gender, religion, disability, sexual orientation or otherwise) in employment.

**14.2** The Supplier shall take all reasonable steps to secure the observance of clause 14.1 by all servants, employees or agents of the Supplier and all its suppliers and subcontractors employed in performance of the Contract.

### **15. PREVENTION OF CORRUPTION**

**15.1** The Supplier shall not:

**(a)** offer or agree to give any person working for or engaged by UOL any gift or other consideration, which could act as an inducement or a reward for any act or failure to act connected to the Contract;

**(b)** enter into the Contract if it has knowledge that, in connection with it, any money has been, or will be paid to any person working for or engaged by UOL, or that an agreement has been reached to that effect, unless details of such arrangement have been disclosed in writing to UOL.

### **16. GENERAL**

**16.1** Force majeure: Neither party shall be liable to the other as a result of any delay or failure to perform its obligations under the Contract if and to the extent such delay or failure is caused by an event or circumstance which is beyond the reasonable control of that party which by its nature could not have been foreseen by such a party or if it could have been foreseen was unavoidable. Where the Supplier is of the opinion that such event or circumstances will prevent it from supplying the Goods and/or Services within a reasonable time, UOL and the Supplier shall meet as soon as is reasonably practicable to discuss the situation and shall use all reasonable endeavours to come to an agreement about the supply of the Goods and/or Services. In any case, where such delay in delivery exceeds four weeks, UOL shall have the right, without limiting its other rights or remedies, to terminate this Contract with immediate effect by giving written notice to the Supplier.

**16.2** Assignment and subcontracting:

**(a)** The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of UOL.

**(b)** UOL may at any time assign, transfer, charge, subcontract, or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party or agent.

**16.3** Notices:

**(a)** Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered to the other party personally or by, recorded delivery or by commercial courier, at its registered office (if a company) or (in any other case) its principal place of business.

**(b)** Any notice or communication shall be deemed to have been duly received if delivered personally, by recorded delivery or commercial courier at the address referred to above or, if sent by recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed

**(c)** This clause 16.3 shall not apply to the service of any proceedings or other documents in any legal action. For the purposes of this clause, "writing" shall not include e-mails and for the avoidance of doubt notice given under this Contract shall not be validly served if sent by e-mail.

**16.4** Waiver and cumulative remedies:

**(a)** A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.

**(b)** Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

**16.5** Severance:

**(a)** If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.

**(b)** If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.

**16.6** No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

**16.7** Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

**16.8** Variation: Any variation, including any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by UOL.

**16.9** Agreement to prevail: If there is any inconsistency between any of the provisions of this Contract and the data processing agreement entered into between the parties then the provisions the data processing agreement shall prevail over this Contract except that this shall not prejudice UOL's rights to terminate under clause 12 of this Contract.

**16.10** Governing law and jurisdiction: The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.

**Signature**

**Full name**

**Position in Company / Organisation**

**Name of Company / Organisation**

**Date Signed**

NOTE: By signing this document, it is assumed that you have delegated authority to sign on behalf of the Company / Organisation to which belong

-----**END OF DOCUMENT**