

1.

Key terms are defined in the Schedule, which also sets out the rules of interpretation for these Conditions.

2.

2.1 A Purchase Order or Purchasing Card Instruction constitutes an offer by the Buyer to purchase Goods and/or Services from the Supplier at the prices stated in the Purchase Order or Purchasing Card Instruction and in accordance with these Conditions.

2.2 No Contract shall be formed until the Supplier either:

- (a) accepts the Buyer's offer by notifying the Buyer of the Supplier's acceptance in writing; or
- (b) accepts the Buyer's offer by

2.5

and in this respect the Buyer 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;
- (d) comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
- (e) conform in every respect with the provisions of the Contract; and
- (f) be of sound materials and skilled and careful workmanship.

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.

3.3 The Buyer

instalments, the outstanding balance of Goods remaining to be delivered; and

- (c) it observes and complies with, and ensures that its employees, agents, Sub-Contractors and representatives observe and comply with all health and safety rules and regulations and any other contractors on site and/or security requirements that apply at any of the Buyer's premises.

4.2 The Supplier shall deliver the Goods:

- (a) on the date specified in the Purchase Order or, as otherwise agreed by the parties in writing before delivery;
- (b) to the Buyer's premises and address specified in the Contract or such other location as is set out in the Purchase Order or as instructed by the Buyer before delivery ();
- (c) during the Buyer's normal hours of business on a Business Day, or as instructed by the Buyer.

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

4.4 If the Supplier:

- (a) delivers less than 95 per cent of the quantity of Goods ordered, the Buyer may reject the Goods; or
- (b) delivers more than 105 per cent of the quantity of Goods ordered, the Buyer may at its sole discretion reject the Goods or the excess Goods,

- 4.6 If the Supplier delivers any Goods at the wrong time or to the wrong place the Buyer may deduct from the price any resulting reasonable costs of storage or transport.
- 4.7 Unless otherwise stated in the Contract, all packaging shall be non-returnable. If the Contract states that packaging is returnable, the Supplier must give the Buyer full return instructions before or at the time of delivery. The packaging must be clearly marked to show to whom it belongs. The Supplier must pay all costs related to the return. The Buyer will not be liable for any packaging that is lost or damaged in transit.
- 4.8 Title and risk in the Goods shall pass from the Supplier to the Buyer on completion of delivery.
- 5.

- (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 the Buyer, will be free from defects in workmanship, installation and design;
- (g) obtain and at all times maintain all necessary licences and consents or visas and satisfy all relevant requirements relating to any permission to enter or remain in the UK for the purposes contemplated in the Contract;
- (h) observe and comply, and ensure that its employees, agents, Sub-Contractors and representatives observe and comply with all health and safety rules and regulations and any other contractors on site and/or security requirements that apply at any of the Buyer's premises;
- (i) hold all Buyer Materials in safe custody at its own risk, maintain the Buyer Materials in good condition until returned to the Buyer, and not dispose or use the Buyer Materials other than in accordance with the Buyer's written instructions or authorisation; and
- (j) not do or omit to do anything which may cause the Buyer to lose any licence, authority, consent or permission upon which it relies for the purposes of conducting its business, and the Supplier acknowledges that the Buyer may rely or act on the Services.

6.

6.1 If the Supplier fails to deliver the Goods and/or perform the Services by the applicable date, the Buyer 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 the Buyer in obtaining substitute goods and/or services from a third party;
- (d)

8.

8.1 The price for the Goods and/or the Services:

- (a) shall be the price set out in the Purchase Order or Purchasing Card Instruction, or if no price is stated in the Purchase Order or Purchasing Card Instruction, the price set out in the Contract, or if no price is stated in the Contract, the price set out in the Supplier's published price list in force at the Commencement Date; and
- (b) shall be inclusive of the costs of storage, packing, packaging, insurance, carriage, delivery, installation and commissioning of the Goods and/or Services (as applicable), unless otherwise agreed in writing by the Buyer.

8.2 Unless otherwise agreed in writing and signed by an Authorised Officer of the Buyer, the price shall be fixed and all-inclusive and include every cost and expense of the Supplier directly or indirectly incurred in connection with the provision of the Goods and/or the performance of the Services and no additional charges will be paid.

8.3 Unless specifically stated in the Contract or otherwise agreed in writing by an Authorised Officer of the Buyer, the Supplier may not increase the price due to increases in costs of materials, labour or transport, fluctuation in exchange rates, changes in legislation, or any other reason whatsoever.

8.4 The Buyer shall be entitled to any discount related to volume purchases or prompt payment which are expressly agreed with the Buyer or customarily or usually granted by the Supplier.

8.5 Unless stated otherwise in the Contract, the Supplier shall only be entitled to invoice the Buyer following delivery of the Goods and/or performance of the Services. Each invoice shall include such supporting information required by the Buyer to verify the accuracy of the invoice. Each invoice must be addressed to the department indicated on the Purchase Order and must quote the full Purchase Order number.

8.6 If the Supplier submits an invoice to the Buyer in accordance with clause 8.5, the Buyer will consider and verify that invoice within a reasonable period of time following receipt.

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- 10.5 The Supplier warrants to the Buyer that it won't use any third party-owned pre-

- 10.11 Other than the limited licence granted in clause 10.10, no other rights are granted to the Supplier in respect of any Buyer Intellectual Property Rights, including without limitation and by way of example only, no rights are granted to use the Buyer's trade marks to refer to it as a customer in any Supplier promotional materials, or in any other way.

11.

- 11.1 The Supplier shall keep the Buyer indemnified against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal costs (calculated on a full indemnity basis) and all other reasonable professional costs and expenses) suffered incurred by the Buyer as a result of or in connection with:
- (a) any claim made against the Buyer 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 (or Deliverables) or any of the rights granted to the Buyer pursuant to the Contract;
 - (b) any claim made against the Buyer by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods or any Services performed by the Supplier pursuant to this Contract; and
 - (c) any claim made against the Buyer by a third party arising out of or in connection with the supply of the Goods or the Services, to the

12.

- 12.1 Unless otherwise agreed in writing between the parties (including without limitation in tender documents where a tender has been carried out), during the term of this Contract and for a period of six years thereafter, the Supplier shall maintain in force, with a reputable insurance company:

12.1.1 Employer's liability insurance for a minimum amount of cover of £2,000,000 per claim;

12.1.2 Professional indemnity insurance for a minimum amount of cover of £2,000,000 per claim; and

12.1.3 Public liability insurance for a minimum amount of cover of £5,000,000 per claim,

and shall, on the Buyer's request, produce both the insurance certificates giving details of cover and the receipt for the current year's premiums.

- 12.2 This clause 12 shall survive termination of the Contract, and is not subject to any limitation or exclusion that may be set out elsewhere in these Conditions.

13.

- 13.1 The parties agree that all Personal Data created pursuant to this Contract will be processed fairly and lawfully in accordance with the Data Protection Act 1998.

- 13.2 Unless otherwise expressly agreed in writing, the parties agree that the Supplier will act as a Data Processor and the Buyer will be the Data Controller in respect of any Personal Data that is processed pursuant to this Contract.

- 13.3 The Supplier warrants that it has in place and undertakes to observe appropriate technical and contractual measures to ensure the security of the Personal Data and to guard against unauthorised or unlawful access to or processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data. These measures shall include but not be limited to:

- 13.3.1 Ensuring IT equipment, including portable equipment is kept in lockable areas;
- 13.3.2 not leaving portable equipment containing the Personal Data unattended;
- 13.3.3 ensuring that staff use appropriate secure passwords for logging into systems or databases containing the Personal Data;
- 13.3.4



Data, and the Supplier will cooperate with the University to investigate the cause of, and mitigate the effects of any such security breach.

- 13.12 No Personal Data will be retained by the Supplier beyond that which is strictly necessary to perform the Contract. On termination or expiry of the Contract, the Supplier will return all copies of the Personal Data in its possession (together with any additions or alterations made as a result of the performance of the Contract), and ensure that any duplicate or backup copies are destroyed.

14.

- 14.1 The Supplier acknowledges that the Buyer is subject to the requirements of



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- (a) comply with all Applicable Laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ();
- (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
- (c) comply with the Buyer's Anti-Bribery Policy as amended from time to time ();
- (d) have and shall maintain in place throughout the term of this Contract its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements, and the Relevant Policies, and will enforce them where appropriate;
- (e) promptly report to the Buyer any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract;
- (f) immediately notify the Buyer (in writing) if a foreign public official becomes an officer or employee of the Supplier or acquires a direct or indirect interest in the Supplier, and the Supplier warrants that it has no foreign public officials as direct or indirect owners, officers or employees at the date of this Contract;
- (g) upon request by the Buyer, certify to the Buyer in writing signed by an officer of the Supplier, compliance with this clause (Prevention of Bribery). The Supplier shall provide such supporting evidence of compliance as the Buyer may reasonably request.

16.2 The Supplier shall ensure that any person associated with the Supplier who is performing services in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause (Prevention of Bribery). The Supplier shall be responsible for the observance and performance by such persons of such terms, and shall be directly liable to

17.5.2 any actual or suspected slavery or human trafficking in a supply chain which has



Applicable Laws where they would impact its performance of the Contract.

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20.3 The Supplier shall ensure that:

20.3.1 where using the Buyer's premises and any Buyer assets they are kept properly secure and it will comply and cooperate with the Buyer's reasonable directions regarding the security of the same;

20.3.2 only those of the Supplier's personnel that are duly authorised to enter upon the Buyer's premises for the purposes of providing the Services, do so;

- 20.5 The Supplier shall notify the Buyer immediately on becoming aware of any damage caused by the Supplier, its agents, employees or Sub-Contractors to any property of the Buyer, to any of the Buyer's premises or to any property of any other recipient of the Services in the course of providing the Services and shall be liable for any costs relating thereto which shall be recoverable from the Supplier as a debt.

21.

- 21.1 Without limiting its other rights or remedies, the Buyer may terminate the Contract in whole or in part at any time:

21.1.1 in respect of the supply of Services, by giving the Supplier six months' written notice; and

21.1.2 in respect of the supply of Goods, at any time before delivery with immediate effect by giving written notice to the Supplier, whereupon the Supplier shall discontinue all work on the Contract. If the Supplier elects to submit a termination claim within three months of such notice, the Buyer shall pay the Supplier fair and reasonable compensation for any work in progress on the Goods at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss and shall be subject to the Supplier delivering the work that has been carried out to date on the Goods. Any such payment shall not exceed the price and the Buyer shall have no further liability to the Supplier under this Contract.

- 21.2 Without limiting its other rights or remedies under these Conditions, the Buyer may terminate the Contract in whole or in part with immediate effect by giving written notice to the Supplier if:

21.2.1 the Supplier commits an irremediable material breach of the terms of the Contract;

21.2.2

- 21.2.5 any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 apply; or
- 21.2.6 there is a change of control of the Supplier within the meaning of section 1124 of the Corporation Tax Act 2010.
- 21.3 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Buyer if:
- 21.3.1 the Buyer commits an irremediable material breach of the terms of the Contract;
- 21.3.2 the Buyer commits a remediable material breach of the terms of the Contract and fails to remedy that breach within 28 days of receipt of notice in writing to do so; or
- 21.3.3 there is an Insolvency Event.
- 21.4 The Buyer may also terminate the Contract in accordance with the provisions of clause 16 (Prevention of Bribery).
- 21.5 In any of the circumstances in these Conditions in which a party may terminate the Contract, where both Goods and Services are supplied, that party may at its discretion instead of terminating the entire Contract, terminate the Contract in respect of the Goods, or in respect of the Services, and the Contract shall continue in respect of the remaining supply.
- 21.6 Termination of the Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination. Termination or expiry of the Contract shall not affect any rights, remedies, obligations or liabilities of the parties that have accrued up to the date of termination or expiry, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry.
- 21.7 Any provision of the Contract that expressly or by implication is intended to come into or continue in force on or after termination or expiry shall remain in full force and effect.



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23.9 Where any investigation is undertaken by a person or body empowered to conduct such an investigation against the Supplier or against the Buyer in connection with the Contract, the Supplier shall without charge:

23.9.1 provide any information requested in the timescale allotted;

23.9.2 attend and permit the Supplier's employees to attend any meeting as required;

23.9.3 allow access to and investigation of any documents or data deemed to be relevant to the investigation;

23.9.4 appear and allow the Supplier's employees to appear as witnesses in any proceedings; and

23.9.5 co-operate fully with the person or body conducting the investigation.

23.10 If a finding of unlawful discrimination or breach of equal opportunities legislation is made against the Supplier



- 24.1.2 monitor the level and validity of the checks under this clause for each member of staff together with any other person appointed by the Supplier to carry out or facilitate the Services;
- 24.1.3 not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be

25.1.1 the Services and/or Goods provided under it;

25.1.2 all expenditure reimbursed by the Buyer;

25.1.3 all payments made by the Buyer;

25.1.4 records and processes relating to the manner of storage and processing of any Buyer data and the integrity, confidentiality and security of any Supplier-held Buyer data;

25.1.5 records required to verify the Supplier's and any Sub-Contractor's compliance with the Contract and Applicable Law;

25.1.5



payments or claims or demands whatsoever relating to individuals working

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- 28.1.4 If the Buyer consents in writing to any sub-contracting by the Supplier, the Supplier shall implement an appropriate system of due diligence, audit, and training designed to ensure compliance with the terms of this Contract, Applicable Laws and the Buyer's policies, including without limitation the Buyer's Anti-Bribery and Corruption Policy.
- 28.1.5 The Supplier shall (unless otherwise agreed by the Buyer in writing) ensure that each Sub-Contract includes:
- 28.1.5.1 the right, under the Contracts (Rights of Third Parties) Act 1999, for the Buyer to enforce the terms of the Sub-Contract as if it were the Supplier; and
 - 28.1.5.2 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and obligations under the Sub-Contract to the Buyer or any replacement supplier without restriction or payment by the Buyer; and
 - 28.1.5.3 provisions requiring Sub-Contractors to be transparent about pricing and disclose these to the Buyer on request, including by way of an audit where requested by the Buyer.
- 28.1.6 The Buyer may require the Supplier to terminate a Sub-Contract where the acts or omissions of the relevant Sub-Contractor have given rise to the Buyer's right of termination of the Contract under these Conditions, or if there is a change of control of a Sub-Contractor within the meaning of section 1124 of the Corporation Tax Act 2010.
- 28.1.7 Unless otherwise specifically agreed between the parties in the Contract, the Supplier will not charge any uplift on or add any additional fee to a Sub-Contractor's prices and in all cases will be completely transparent about the prices charged by any Sub-Contractors. The Buyer reserves the right to audit both the Supplier and any approved Sub-Contractors specifically on these points.
- 28.1.8 Despite any consent that may be provided by the Buyer in relation to sub-contracting, the Supplier shall remain responsible for all acts and omissions of its Sub-Contractors and the acts and omissions of those employed or engaged by

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the Sub-Contractors as if they were its own. An obligation on the Supplier to do, or to refrain from doing, any act or thing shall include an obligation on the Supplier to procure that its employees, staff and agents and Sub-Contractors' employees, staff and agents also do, or refrain from doing, such act or thing.

28.2

28.2.1 Any notice or other communication given to a party under or in connection with the Contract shall be in writing, addressed to that party at its registered office (if it is a company) or its principal place of business (in any other case) or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally, or sent by pre-paid first class post or other next working day delivery service, commercial courier, or fax.

28.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 28.2.1; if sent by pre-paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax, one Business Day after transmission.

28.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.

28.2.4 A notice given under in relation to the Contract is not valid if sent by email.

28.3 If any provision or part-provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this clause shall not affect the validity and enforceability of the rest of the Contract.

- 28.4 A waiver of any right or remedy under the Contract or law is only effective if given in writing and shall not be deemed a waiver

1. . In these Conditions, the following definitions apply:
 - any laws or regulations, regulatory policies, guidelines or industry codes which apply to the provision of the Goods and/or Services.
 - signed by one of the Buyer's Authorised Officers.
 - the Buyer's employee authorised, either generally or specifically by the Buyer, to sign the Purchase Order, or issue a Purchasing Card Instruction, or agree to material matters in connection with the Contract, confirmation of the identity of which may be obtained from the Director of Procurement at the University of Reading.
 - any Intellectual Property Rights created by, owned by or licensed to the Buyer, whether before or during the Contract, which the Buyer which arise in any Buyer Materials that the Buyer provides to the

shall have the meaning set out in the Data Protection Act 1998.

shall have the meaning set out in the Data Protection Act 1998.

all documents, data, products and materials developed by the Supplier or its agents, sub-contractors and employees as part of or in relation to the Services in any form or media, including by way of example and without limitation drawings, maps, plans, diagrams, images, designs, computer programs, data (including without limitation Personal Data), specifications, research, teaching materials, analysis, results, and reports (including drafts).

the Environmental Information Regulations 2004 (SI 2004/3391) together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations.

the Freedom of Information Act 2000, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such legislation.

the goods (or any part of them) to be provided by the Supplier under the Contract.

- (e) 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;
- (f) the Supplier (being an individual) is the subject of a bankruptcy petition or order;
- (g) 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 other party's assets and such attachment or process is not discharged within 14 days;
- (h) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in (a) to (g) (inclusive);
- (i) the Supplier suspends or ceases, or threatens to suspend or cease, carrying on all or a substantial part of its business; or
- (j) the Supplier (being an individual) dies or, by reason of illness or incapacity (whether mental or physical), is incapable of managing his or her own affairs or becomes a patient under any mental health legislation.

patents, rights to inventions, copyright and related rights, trade 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 all other intellectual property rights, including without limitation those which subsist in computer software, computer programs, websites, databases, data, documents, reports, techniques, business methods, drawings, logos, particulars of customers, marketing methods and procedures and advertising literature and slogans, including the "look and feel" of any websites, 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 rig



the Buyer's Authorised purchase order having these Conditions on its reverse, or attached to, or sent with it, or referring to these Conditions on its face.

In relation to children as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

As defined in section 6 of the Safeguarding Vulnerable Groups Act 2006.

a request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the EIRs.

the services or works, including without limitation any Deliverables, to be provided by the Supplier under the Contract.

includes any specification, scope of work, statement of work, terms of reference, plans, drawings, or other similar information or instructions relating to the Goods and/or Services, as notified or confirmed

