

CARDIFF METROPOLITAN UNIVERSITY



Cardiff
Metropolitan
University

Prifysgol
Metropolitan
Caerdydd

Terms and Conditions for the Purchase of Goods and Services

between

**CARDIFF METROPOLITAN
UNIVERSITY**

and

SUPPLIER(S)

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1 Interpretation

The following definitions and rules of interpretation apply in this Agreement.

Definitions:

Agreement

means the agreement between the University and the Supplier for the supply of Goods and/or Services and is made of any Purchase Order, these Conditions and any and all Schedules, Annexes and Appendices attached and referred to herein.

Applicable Laws

means all applicable laws, legislation, statutory instruments, regulations and governmental guidance having binding force whether local or national that apply to a Party, the Goods or the Services.

Bribery Laws

the Bribery Act 2010 and all Applicable Laws in connection with bribery or anti-corruption and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010.

Business Day

a day other than a Saturday, Sunday or public holiday in England, when banks in London are open for business.

Business Hours

the period from 9.00 am to 5.00 pm on any Business Day.

Commencement Date

has the meaning given in clause 2.5.

Conditions

these terms and conditions as amended from time to time in accordance with clause 30.9 and all Schedules and Appendices.

Control

has the meaning given in section 1124 of the Corporation Tax Act 2010, and the expression change of Control shall be interpreted accordingly.

Deliverables

all documents, products and materials developed by the Supplier or its agents, sub-contractors and employees for the University as part of or in relation to the Goods and/or Services in any form or media, including drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts).

Delivery Location

has the meaning given in clause 5.3.2.

Goods

the goods (or any part of them) / materials to be supplied by the Supplier in accordance with this Agreement and as set out in a Purchase Order.

Intellectual Property Rights

patents, utility models, rights to inventions, copyright and neighbouring and related rights, moral rights, trademarks and service marks, business names and domain names, rights in get-up and trade dress, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, 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.

Purchase Order

a purchase order or other written formal instruction for the Goods and/or Services that is issued by the University to the Supplier pursuant and subject to these Conditions, together with any additional or specific instructions provided in writing on or in connection with any such Purchase Order.

Services

the services, including any Deliverables, to be provided by the Supplier under the Agreement as set out in the Purchase Order.

Supplier

the person or firm from whom the University purchases the Goods and/or Services.

University

means Cardiff Metropolitan University or Cardiff Met Co Ltd as applicable.

University Materials

has the meaning set out in clause 6.3.9.

Welsh Language Obligations

means the obligations of the University in respect of the use of the Welsh language, whether under any law, under any Welsh language scheme made under the Welsh Language Act 1993, under any Welsh language standards which apply to the University under the Welsh Language (Wales) Measure 2011 or any specific obligations in respect of the use of the Welsh language in connection with the supply of the Goods or performance of the Services which are notified to the Supplier from time to time by the University.

Interpretation:

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

A reference to a party includes its personal representatives, successors and permitted assigns.

A reference to legislation or a legislative provision is a reference to it as amended or re-enacted. A reference to legislation or a legislative provision includes all subordinate legislation made under that legislation or legislative provision.

Any words following the terms **including, include, in particular, for example** or any similar expression shall be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

A reference to **writing** or **written** excludes fax but not email.

2 Basis of Agreement

- 2.1 The Conditions apply to and form part of the Agreement between the University and the Supplier. They supersede any previously issued terms and conditions of purchase or supply.
- 2.2 No terms or conditions endorsed on, delivered with, or contained in the Supplier's quotation, any document submitted by the Supplier to any request for proposals or invitation to tender issued by the University, confirmation of order, specification or other document shall form part of the Agreement except to the extent that the University otherwise agrees in writing. These Conditions apply to the Agreement to the exclusion of any other terms that the Supplier seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.

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- 2.3 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.
- 2.4 Each Purchase Order constitutes an offer by the University to purchase Goods and/or Services from the Supplier at the prices stated in the Purchase order and subject to the Agreement including the Conditions.
- 2.5 A Purchase Order shall be deemed to be accepted on the earlier of:
- 2.5.1 the Supplier issuing written acceptance of the Purchase Order; or
 - 2.5.2 any act by the Supplier consistent with fulfilling the Purchase Order,
- at which point and on which date the Agreement shall come into existence (**Commencement Date**).
- 2.6 A Purchase Order may be withdrawn or amended by the University at any time before acceptance by the Supplier. If the Supplier is unable to accept a Purchase Order, it shall promptly notify the University in writing.
- 2.7 Should there be any inconsistency between the documents comprising the Agreement, the order of precedence shall be:
- 2.7.1 the Purchase Order(s);
 - 2.7.2 these Conditions; and
 - 2.7.3 any Schedules, Annexes and Appendices attached and referred to in this Agreement.

3 Scope of Agreement

- 3.1 The Supplier shall:
- 3.1.1 ensure that at all times it has and maintains all licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Agreement;
 - 3.1.2 supply the Goods and/or Services in compliance with their description and with the requirements laid down and as described in this Agreement and/or the Purchase Order;
 - 3.1.3 perform its obligations under the Agreement in accordance with its terms and comply and co-operate with any reasonable instructions given by the University;
 - 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods;
 - 3.1.5 perform all obligations with all due skill, care, ability and diligence and in compliance with all relevant statutory requirements, [the Mandatory Policies] and [any other relevant] University policies and procedures;
 - 3.1.6 be responsible at its own cost for the provision of all necessary staff, materials and equipment for the management and execution of any obligation under this Agreement;
 - 3.1.7 provide any and all relevant operating and maintenance manuals and schedules, training, health and safety data and any other relevant information or data, whether required for statutory compliance or provided in accordance with good practice. Such provision shall be effected no later than the initial date of delivery of the Goods or performance of the Services unless otherwise agreed in writing;
 - 3.1.8 the Supplier is deemed to have examined the locations of any and all supply of Goods or performance of Services, and to have understood the nature and extent of the requirements of this Agreement and shall make no claim founded on its failure to do so

save in the event of such failure being directly caused by errors or omissions in information supplied in writing by the University to the Supplier.

4 Supply of Goods

4.1 The Supplier shall ensure that the Goods shall:

4.1.1 be free from any encumbrances;

4.1.2 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 the University, expressly or by implication, and in this respect the University relies on the Supplier's skill and judgement; and

4.1.3 where they are manufactured products, be free from defects in design, materials and workmanship and remain so for 12 months after delivery.

4.2 The University may inspect and test the Goods at any time before delivery. The Supplier shall remain fully responsible for the Goods despite any such inspection or testing and any such inspection or testing shall not reduce or otherwise affect the Supplier's obligations under the Agreement.

4.3 If following such inspection or testing the University considers that the Goods do not comply or are unlikely to comply with the Suppliers undertakings at clause 4.1, the University shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.

4.4 The University may conduct further inspections and tests after the Supplier has carried out its remedial actions.

5 Delivery of Goods

5.1 The dates, frequencies and any other conditions of supply of Goods or performance of Services shall be as specified in this Agreement or in the Purchase Order issued to the Supplier.

5.2 The Supplier shall ensure that:

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

5.2.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Purchase Order, the Purchase Order number (if any), 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

5.2.3 it states clearly on the delivery note any requirement for the University to return any packaging material for the Goods to the Supplier. Any such packaging material shall only be returned to the Supplier at the cost of the Supplier.

5.3 The Supplier shall deliver the Goods:

5.3.1 on the date specified in the Purchase Order

5.3.2 to the University's premises as is set out in the Purchase Order or as instructed by the University before delivery (**Delivery Location**); and

5.3.3 during the University's normal hours of business on a Business Day, or as instructed by the University.

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- 5.4 Any delivery date for Goods and Services shall be of the essence of the Agreement, except where the Supplier can show that a failure to deliver by the delivery date is not the fault of or caused, whether directly or indirectly, by the act or omission of the Supplier.
- 5.5 Delivery of the Goods shall be completed on the completion of unloading of the Goods at the Delivery Location.
- 5.6 Where the Supplier fails to deliver the Goods by the delivery date the University shall be entitled to exercise the remedies in clause 10.3. The Supplier shall not deliver the Goods in instalments without the University'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 the University to the remedies set out in clause 10.1.
- 5.7 The Supplier shall ensure the Goods are packed and supplied in such a manner as to reach the Delivery Address in good condition, and that the packaging and supply complies with all relevant statute and regulations.

6 Supply of Services

- 6.1 The Supplier shall from the Commencement Date and for the duration of the Agreement supply the Services to the University in accordance with the terms of the Agreement.
- 6.2 The Supplier shall meet any performance dates for the Services specified in the Purchase Order or that the University notifies to the Supplier and time is of the essence in relation to any of those performance dates.
- 6.3 In providing the Services, the Supplier shall:
- 6.3.1 co-operate with the University in all matters relating to the Services, and comply with all instructions of the University;
 - 6.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
 - 6.3.3 where the supplier is providing services to the University via a personal service company, the Supplier should notify the university accordingly. The supplier should note that the university is obliged, in certain circumstances, to determine employment status in accordance with HMRC's off-payroll rules and may, at its discretion, require further information to be provided.
 - 6.3.4 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 the Agreement;
 - 6.3.5 ensure that the Services will conform with all descriptions, standards and specifications set out in the Agreement, and that the Deliverables shall be fit for any purpose that the University expressly or impliedly makes known to the Supplier;
 - 6.3.6 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
 - 6.3.7 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 University, will be free from defects in workmanship, installation and design;
 - 6.3.8 obtain and at all times maintain all licences and consents which may be required for the provision of the Services;
 - 6.3.9 observe all health and safety rules and regulations and any other security requirements that apply at any of the University's premises;
 - 6.3.10 hold all materials, equipment and tools, drawings, specifications and data supplied by the University to the Supplier (**University Materials**) in safe custody at its own risk, maintain the University Materials in good condition until returned to the University,

and not dispose of or use the University Materials other than in accordance with the University's written instructions or authorisation; and

- 6.3.11 not do or omit to do anything which may cause the University 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 University may rely or act on the Services.

7 **Quality**

7.1 The Supplier warrants, represents and undertakes to the University that:

7.1.1 in respect of the Goods

- (a) the design, manufacture and / or installation of the Goods shall conform to the specifications or descriptions set out in this Agreement and with all Applicable Laws;
- (b) they shall be fit for the intended purpose as held out by the Supplier or made known to the Supplier by the University, (expressly or by implication, and in this respect the University relies on the Supplier's skill and judgment),
- (c) they shall consist of materials of satisfactory quality (within the meaning of the Sales of Goods Act 1979) and durability,
- (d) they shall be free from any defects in design materials and workmanship, latent or otherwise, and the same as any sample supplied to and approved by the University and shall remain so for 12 months after delivery;

7.1.2 in respect of the Services

- (a) they shall be performed in accordance with the requirements, specifications and standards specified in this Agreement. In the absence of any such specified standards or where the standards specified are not applicable to any or all elements of the Services, the Services, or those elements of the Services not covered by the standards specified herein, shall be:
 - (i) carried out with the best care, skill, ability and diligence and in accordance with best practice and in a good and workmanlike manner; and
 - (ii) performed in accordance with the best practice within the industry or profession of the Supplier;
- (b) the performance of all Services shall conform in all respects with all Applicable Laws;
- (c) the Supplier's employees and agents will have the necessary skills, professional qualifications and experience to perform the Services in accordance with the requirements, specifications and standards specified herein; and

7.1.3 the use of the Goods or Services by the University shall not infringe any Intellectual Property Rights of any third party; and

7.1.4 it has obtained all necessary and required licences, consents and permits to perform the Services and/or supply the Goods.

7.2 The Supplier shall complete the Services by any completion date specified in the Purchase Order and meet such other dates as agreed by the Parties.

8 Property and Risk

- 8.1 Risk in the Goods shall pass to the University upon the Goods being delivered to the Delivery Location in correct quantity and good condition. The University shall not assume any risk on delivery if the Goods are received in a damaged condition or if there are any discrepancies or variances of any kind between the quantity or extent of Goods delivered and the quantity or extent of the Goods described on the delivery documentation until such time as the cause of the damage or extent of the discrepancy is ascertained and the cost and liability of replacement and/or rectification is agreed.
- 8.2 Title in the Goods shall pass to the University on the earlier of:
- 8.2.1 the date the Goods are delivered to the University, or
 - 8.2.2 the date the University makes full payment for the Goods.
- 8.3 The passing of title shall not prejudice any other of the University's rights and remedies, including its right to reject any Goods as set out in clause 10.
- 8.4 Neither the Supplier, or any other person, shall have a lien on, right of stoppage in transit or other rights in or to any Goods title to which have vested in the University or any specifications or materials of the University, and the Supplier shall ensure that relevant third parties accept the exclusion of such lien and rights.
- 8.5 If, at any time after title to the Goods has passed to the University, but the Goods are still in the possession of the Supplier, the Supplier informs the University, or the University reasonably believes that the Supplier has or is likely to become subject to any of the circumstances set out in clause 20.1.2.c, the University may:
- 8.5.1 require the Supplier to deliver the Goods to the University;
 - 8.5.2 if the Supplier fails to do so promptly, enter any premises where the Goods are stored and take possession of them.
- 8.6 Neither the assumption of risk or title as defined in this clause nor the making of any payment whatsoever shall prejudice the University's rights of rejection or any other right or remedy, whether under this Agreement or at law.

9 Order Amendments

- 9.1 The University shall have the right before delivery of Goods or performance of Services to send the Supplier an order amendment, adding to, deleting or modifying the Goods and/or Services.
- 9.2 If the order amendment will cause a change to the price or delivery performance date then the Supplier must suspend performance of the Agreement and notify the University without delay, calculating the new price at the same level of cost and profitability as the original price. Alternatively, the Supplier may accept the order amendment in writing without needing to make any changes to price or delivery or performance dates.
- 9.3 If the Supplier has responded to the order amendment by notifying the University that its agreement is subject to a change in price and/or delivery or performance date, the Supplier must allow the University at least fifteen business days to review and consider any new price and/or delivery or performance date it is proposing as part of the order amendment.
- 9.4 The order amendment shall only take effect and be binding if:
- 9.4.1 an authorised officer of the University accepts any new price and/or revised delivery or performance date in writing or
 - 9.4.2 the Supplier accepts the order amendment in writing without needing to make any changes to price or delivery or performance dates.

- 9.5 If the University's authorised officer does not accept the new price and/or revised delivery or performance date in writing within ten business days of receipt of the same from the Supplier, the performance of the Agreement shall immediately resume as though the order amendment had not been issued.

10 University Remedies

- 10.1 Notwithstanding the requirements of clauses 4 and 6, the University reserves the right to reject any Goods supplied or Services performed which in its opinion fail to comply fully with the requirements set out in this Agreement.
- 10.2 In the event of rejection, the University shall have the right to exercise the option to demand the removal of Goods or the suspension or termination of Services, and to purchase the Goods and/or Services elsewhere. Before exercising the right to purchase elsewhere or terminate the Agreement, the University shall give the Supplier reasonable opportunity to replace the rejected Goods or to re-perform the rejected Services with Goods and / or Services (as the case may be) that comply fully with the requirements herein.
- 10.3 If the Supplier fails to deliver the Goods by the applicable date or to perform the Services by the applicable date, or both, the University shall, without limiting or affecting other rights or remedies available to it, have any one or more of the following rights and remedies:
- 10.3.1 to terminate the Agreement with immediate effect by giving written notice to the Supplier;
 - 10.3.2 to refuse to accept any subsequent performance of the Services and/or delivery of the Goods which the Supplier attempts to make;
 - 10.3.3 to recover from the Supplier any costs incurred by the University in obtaining substitute goods and/or services from a third party;
 - 10.3.4 to require a refund from the Supplier of sums paid in advance for Services that the Supplier has not provided and/or Goods that it has not delivered; and
 - 10.3.5 to claim damages for any additional costs, loss or expenses incurred by the University which are in any way attributable to the Supplier's failure to meet such dates.
- 10.4 If the Supplier has delivered Goods that do not comply with the undertakings set out in clause 4.1, then, without limiting or affecting other rights or remedies available to it, the University shall have one or more of the following rights and remedies, whether or not it has accepted the Goods:
- 10.4.1 to terminate the Agreement with immediate effect by giving written notice to the Supplier;
 - 10.4.2 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;
 - 10.4.3 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);
 - 10.4.4 to refuse to accept any subsequent delivery of the Goods which the Supplier attempts to make;
 - 10.4.5 to recover from the Supplier any expenditure incurred by the University in obtaining substitute goods from a third party; and
 - 10.4.6 to claim damages for any additional costs, loss or expenses incurred by the University arising from the Supplier's failure to supply Goods in accordance with clause 4.1.

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- 10.5 If the Supplier has supplied Services that do not comply with the requirements of clause 6.3.4 then, without limiting or affecting other rights or remedies available to it, the University shall have one or more of the following rights and remedies:
- 10.5.1 to terminate the Agreement with immediate effect by giving written notice to the Supplier;
 - 10.5.2 to return the Deliverables to the Supplier at the Supplier's own risk and expense;
 - 10.5.3 to require the Supplier to provide repeat performance of the Services, or to provide a full refund of the price paid for the Services (if paid);
 - 10.5.4 to refuse to accept any subsequent performance of the Services which the Supplier attempts to make;
 - 10.5.5 to recover from the Supplier any expenditure incurred by the University in obtaining substitute services or deliverables from a third party; and
 - 10.5.6 to claim damages for any additional costs, loss or expenses incurred by the University arising from the Supplier's failure to comply with clause 6.3.4.
- 10.6 In the event of termination under the provisions of clause 10, the parties shall reconcile and effect remuneration for all Goods supplied and / or Services performed up to the date of termination where such Goods or Services are acceptable and compliant with the requirements of this Agreement and reconcile and return any monies paid in advance by the University for Goods or Services where such delivery or performance was not effected.
- 10.7 These Conditions shall extend to any substituted or remedial services and/or repaired or replacement goods supplied by the Supplier.
- 10.8 The University's rights and remedies under the Agreement are in addition to, and not exclusive of, any rights and remedies implied by statute and common law.

11 University's Obligations

- 11.1 The University shall:
- 11.1.1 provide the Supplier with reasonable access at reasonable times to the University's premises for the purpose of providing the Services; and
 - 11.1.2 provide such necessary information for the provision of the Services as the Supplier may reasonably request.

12 Charges and Payment

- 12.1 The price for the Goods:
- 12.1.1 shall be the price set out in the Purchase Order; and
 - 12.1.2 shall be inclusive of the costs of packaging, insurance and carriage of the Goods. No extra charges shall be effective unless agreed in writing and signed by the University.
- 12.2 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 the University, the charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 12.3 The Supplier will be responsible for the payment of customs, handling, import and/or export duties. The Supplier shall promptly obtain and maintain all licences, clearances and other consents that are necessary for the supply of Goods or performance of Services.

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- 12.4 If there is a change in the daily exchange rate of the currency used by the Supplier against sterling as published by the Bank of England (Currency Fluctuation), the sterling amount of any Currency Fluctuation when converting to sterling in relation to any payment due shall be met by the Supplier.
- 12.5 All amounts payable by the University under the Agreement 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 Agreement by the Supplier to the University, the University 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.
- 12.6 The Supplier shall invoice the University for:
- 12.6.1 the Goods on or after the completion of delivery of the Goods or, if later, the Customer's acceptance of the Goods, invoices for Goods shall only be raised before delivery with the written agreement of the University,
- 12.6.2 the Services on or after the completion of performance of the Services or, if later, the acceptance of the Services.
- 12.7 The University shall pay each validly submitted, correctly addressed and undisputed invoice of the Supplier within 30 days following the date on which the University has determined that the invoice is valid and undisputed.
- 12.8 All invoices which are incorrectly completed or submitted shall be returned to the Supplier unpaid to be corrected and re-submitted.
- 12.9 Where the Supplier enters into a sub-contract, the Supplier shall include in that sub-contract provisions having the same effect as clause 12.5, and a provision requiring the counterparty to that sub-contract to include in any sub-contract which it awards provisions having the same effect as clauses 12.5 of this Agreement. In this clause 12.9, "sub-contract" means a contract between two or more suppliers, at any stage of remoteness from the University 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 Agreement.
- 12.10 The Parties acknowledge that Schedule 12 to the Finance Act 2000 ("Provision of services through an intermediary") and the Social Security Contributions (Intermediaries) Regulations 2000 (the "IR35 Rules") may apply to the Supplier in providing the Services under this Agreement. In any scenario where the IR35 Rules may apply, the University has reasonably concluded that the Supplier is 'self-employed' as defined by the UK HM Revenue and Customs. As such, the University expects and relies upon the Supplier to properly declare its earnings accrued under this Agreement and to pay all properly due tax and National Insurance due on the accrued sums.
- 12.11 In any event where the University receives or incurs any costs, charges, actions or the like in respect of any failure by the Supplier to properly declare and pay any tax, National Insurance or other statutory deductions, the Supplier hereby agrees to indemnify the University against any such costs, losses or liabilities arising from the Supplier's default under this clause 12.11.
- 12.12 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 the University to inspect such records at all reasonable times on request.
- 12.13 The University may at any time, without notice to the Supplier, set off any liability of the Supplier to the University against any liability of the University to the Supplier, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under the Agreement. Any exercise by the University of its rights under this clause shall not limit or affect any other rights or remedies available to it under the Agreement or otherwise.

13 Intellectual Property Rights

- 13.1 Save as otherwise expressly set out in the Agreement, all Intellectual Property Rights in or arising out of or in connection with the Services (other than Intellectual Property Rights in any University Materials) shall be owned by the Supplier.
- 13.2 The Supplier acknowledges that all rights in the University Materials are and shall remain the exclusive property of the University. Nothing in this Agreement shall operate to transfer any Intellectual Property Rights to the Supplier.
- 13.3 All Intellectual Property Rights in the Deliverables shall automatically belong to the University to the fullest extent permitted by law.
- 13.4 To the extent that legal title in any Intellectual Property Rights in the Deliverables do not automatically vest in the University pursuant to clause 13.3, the Supplier hereby assigns (by way of present and future assignment) with full title guarantee all Intellectual Property Rights in the Deliverables to the University including (with effect from their creation) all future rights and all materials embodying such rights to the fullest extent permitted by law.
- 13.5 The Supplier hereby agrees to indemnify the University against any and all costs, claims or actions arising out of any infringement of any Intellectual Property Rights arising out of the supply of Goods, purchase or use of any Goods or performance of any Services under this Agreement save where the Goods are in accordance with specific design, requirements and instructions of the University.

14 Indemnity and Limitation of Liability

- 14.1 The Supplier shall be liable for and shall indemnify and hold harmless the University, its employees, agents and sub-contractors against any and all liabilities resulting from personal injury or death or loss or damage to any property which may arise from any act or omission, negligent or otherwise or wilful misconduct of the Supplier or the Supplier's employees, agents or sub-contractors any of their acts or omissions under this Agreement, and the Supplier shall indemnify the University against all actions, demands, damages, costs, charges and expenses arising in connection therewith provided however that nothing in this clause shall render the Supplier liable for any injury or damage resulting from any negligent act or omission of the University or its agents or sub-contractors.
- 14.2 Neither party excludes or limits liability to the other for death or personal injury caused by its negligence or fraudulent misrepresentation.
- 14.3 Subject to clause 14.2 the University's total liability arising under or in connection with, this Agreement, whether in tort (including negligence), breach of statutory duty, contract, misrepresentation, restriction or otherwise, shall be limited as follows:
 - 14.3.1 for non-payment of invoices for Goods or Services purchase, to the amount unpaid.
 - 14.3.2 for any other type of liability to the amount paid for the Goods and Services under the Agreement.
- 14.4 Subject to clauses 14.2 and 14.5, the Supplier's liability arising under or in connection with this Agreement, whether in tort (including negligence), breach of statutory duty, contract, misrepresentation, restriction or otherwise shall be limited to the amount of £10 million (£10,000,000) per claim.
- 14.5 Nothing in this Agreement excludes or limits the Supplier's liability under clause 19 (Data Protection) or the Supplier's indemnity under clause 19.7.
- 14.6 This clause 14 shall survive termination of the Agreement.

15 Insurance

- 15.1 During the term of the Agreement and for a period of two years thereafter, the Supplier shall maintain in force, with a reputable insurance company, professional indemnity insurance, product liability insurance and public liability insurance to cover the liabilities that may arise under or in connection with the Agreement, and shall, on the University'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.

16 Confidentiality

- 16.1 The Supplier undertakes that it shall not at any time disclose to any person any confidential information concerning the University and any of its affiliates including, without limitation, any details of its business, affairs, partners, students, suppliers, plans or strategy (**Confidential Information**) confidential and that it will not use or disclose the University's Confidential Information to any person, except as permitted by clause 16.2.
- 16.2 The Supplier may disclose the University's Confidential Information:
- 16.2.1 to its employees, officers, representatives, contractors, sub-contractors or advisers who need to know such information for the purposes of exercising the party's rights or carrying out its obligations under the Agreement. Each party shall ensure that its employees, officers, representatives, contractors, sub-contractors or advisers to whom it discloses the other party's confidential information comply with this clause 16; and
 - 16.2.2 as may be required by law, a court of competent jurisdiction or any governmental or regulatory authority.
- 16.3 The Supplier shall only use the Confidential Information to exercise its rights and perform its obligations under or in connection with the Agreement.
- 16.4 The Supplier recognises that any breach or threatened breach of this clause 16 may cause irreparable harm for which damages may not be an adequate remedy. Accordingly, in addition to any other remedies and damages, the Supplier agrees that the University may be entitled to the remedies of specific performance, injunction and other equitable relief without proof of special damages.
- 16.5 Without prejudice to clauses 16.1 – 16.4 above, neither the Supplier or Supplier's agents or sub-contractors shall make any reference to this Agreement, the University or the University's affiliates in any medium whatsoever without the express prior permission of the University.
- 16.6 Neither the Supplier or Suppliers' agents or sub-contractors shall make use of any images, photographs of University property, nor use any information given by or gleaned from the University save where such is either in the public domain other than by breach of any relevant confidentiality provisions or is essential for the due performance of this Agreement.
- 16.7 The Supplier acknowledges that the University is subject to the requirements of the Freedom of Information Act 2000 (FOIA). The Supplier will:
- 16.7.1 provide all necessary assistance and cooperation as reasonably requested by the University to enable the University to comply with its obligations under the FOIA;
 - 16.7.2 transfer to the University all requests for information relating to this Agreement that it receives as soon as practicable and in any event within 2 business days of receipt;
 - 16.7.3 provide the University with a copy of all information belonging to the University requested in the request for information which is in its possession or control in the form that the University requires within 5 business days (or such other period as the University may reasonably specify) of the University's request for such information; and

16.7.4 not respond directly to a request for information unless authorised in writing to do so by the University.

16.8 The Supplier acknowledges that the University may be required under the FOIA to disclose information (including commercially sensitive information) without consulting or obtaining consent from the Supplier. The University will take reasonable steps to notify the Supplier of a request for information (in accordance with the Cabinet Office's Freedom of Information Code of Practice issued under section 45 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Agreement) the University shall be responsible for determining in its absolute discretion whether any commercially sensitive information and/or any other information is exempt from disclosure in accordance with the FOIA

17 Compliance With Relevant Laws and Policies

17.1 In performing its obligations under the Agreement, the Supplier shall:

17.1.1 comply with all Applicable Laws; and

17.1.2 comply with the Mandatory Policies.

18 Sub-Contracting

18.1 The Supplier shall not, without the prior written consent of the University, assign, sub-contract or transfer any part of its rights or obligations under this Agreement without notifying the University in advance and ensuring that anyone to whom they intend to subcontract to has the same qualifications and skills as the Supplier.

19 Data Protection

19.1 The following definitions apply in this clause 19:

19.1.1 **Controller, Processor, Data Subject, Personal Data, Personal Data Breach, processing and appropriate technical and organisational measures:** as defined in the Data Protection Legislation.

19.1.2 **Data Protection Legislation:** all applicable data protection and privacy legislation in force from time to time in the UK including the UK GDPR, the Data Protection Act 2018 (and regulations made thereunder) and the Privacy and Electronic Communications Regulations 2003 (*SI 2003/2426*).

19.1.3 **UK GDPR:** has the meaning given to it in section 3(10) (as supplemented by section 205(4)) of the Data Protection Act 2018.

19.2 Both parties will comply with all applicable requirements of the Data Protection Legislation. This clause 19 is in addition to, and does not relieve, remove or replace, a party's obligations or rights under the Data Protection Legislation.

19.3 The parties acknowledge that for the purposes of the Data Protection Legislation, the University is the Controller and the Supplier is the Processor. Schedule 1 sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing and the types of Personal Data and categories of Data Subject.

19.4 The background to the processing of personal data carried out by the Supplier for the University under this Agreement is set out in Schedule 1, and the only processing that the Supplier is authorised to do is listed in Schedule 1 and may not otherwise be determined by the Supplier.

19.5 Without prejudice to the generality of clause 19.2, the University will ensure that it has all necessary appropriate consents and notices in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of the Agreement.

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- 19.6 Without prejudice to the generality of clause 19.2, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under the Agreement:
- 19.6.1 process that Personal Data only on the documented written instructions of the University unless the Supplier is required by Applicable Laws to otherwise process that Personal Data. Where the Supplier is relying on Applicable Laws as the basis for processing Personal Data, the Supplier shall promptly notify the University of this before performing the processing required by the Applicable Laws unless the Applicable Laws prohibit the Supplier from so notifying the University;
 - 19.6.2 ensure that it has in place appropriate technical and organisational measures, reviewed and approved by the University, to protect against unauthorised or unlawful processing of Personal Data and against accidental loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the technical and organisational measures adopted by it);
 - 19.6.3 ensure that all personnel who have access to and/or process Personal Data are obliged to keep the Personal Data confidential; and
 - 19.6.4 not transfer any Personal Data outside of the UK unless the prior written consent of the University has been obtained (which may be withheld in its absolute discretion) and the following conditions are fulfilled:
 - (a) the University or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (b) the Data Subject has enforceable rights and effective legal remedies;
 - (c) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (d) the Supplier complies with reasonable instructions notified to it in advance by the University with respect to the processing of the Personal Data;
 - 19.6.5 assist the University in responding to any request from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
 - 19.6.6 notify the University within 24 hours of becoming aware of a Personal Data Breach;
 - 19.6.7 at the written direction of the University, delete or return Personal Data and copies thereof to the University on termination of the Agreement unless required by Applicable Laws to store the Personal Data, in which case the Supplier will inform the University of such requirement; =
 - 19.6.8 maintain complete and accurate records and information to demonstrate its compliance with this clause 19 and allow for audits by the University or the University's designated auditor and immediately inform the University if, in the opinion of the Supplier, an instruction infringes the Data Protection Legislation;

- 19.6.9 maintain a record of its processing activities on behalf of the University in accordance with Data Protection Legislation;
 - 19.6.10 co-operate on request with any relevant supervisory authority in the performance of its tasks; and
 - 19.6.11 not appoint or engage another processor ("sub-processor") without the prior written consent of the University and where consent is given it will ensure that it has a written contract with the sub-processor that imposes on the sub-processor in a legally binding manner the obligations set out in this clause 19 that apply to the Supplier, and the Supplier shall remain fully liable for all acts or omissions of any sub-processor.
- 19.7 The Supplier shall, on an ongoing basis, fully and effectively indemnify and hold harmless the University against all claims, expenses, costs (including reasonable legal costs), damages, losses, demands and regulatory fines awarded against or incurred or paid by the University arising as a result of the Supplier's negligence or any breach of the Supplier's obligations under this clause 19.

20 Termination

- 20.1 Without affecting any other right or remedy available to it, the University may terminate the Agreement:
- 20.1.1 with immediate effect by giving written notice to the Supplier if:
 - (a) there is a change of Control of the Supplier;
 - (b) the Supplier commits a breach of clause 17;
 - (c) the Supplier does not supply the Goods by any specified or agreed date and/or does not carry out the Services by any specified or agreed date;
 - (d) where the Supplier is in breach of 25, 26, or 27
 - 20.1.2 with 30 days' notice to the Supplier if:
 - (a) the Supplier is convicted or adjudged by a competent body to have infringed any statutory regulations;
 - (b) the Supplier fails to remedy any failure to supply acceptable Goods and/or Services in accordance with the requirements of this Agreement;
 - (c) the Supplier takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - (d) the Supplier is found at any time during the term of this Agreement to have made any knowingly false or misleading representations in any declarations or information supplied at any time to the University either prior to or subsequent to the Commencement Date; and
 - (e) the Supplier is found at any time to have failed to comply with legal obligations in the fields of environmental, social or employment law.
 - 20.1.3 for convenience by giving the Supplier 30 days' written notice.

- 20.2 Without affecting any other right or remedy available to it, either party may terminate the Agreement with immediate effect by giving written notice to the other party if the other party commits a material breach of any term of the Agreement which breach is irremediable or (if such breach is remediable) fails to remedy that breach within a period of 30 days after being notified in writing to do so.

21 Consequences of Termination

- 21.1 On termination of the Agreement, the Supplier shall immediately deliver to the University all Deliverables whether or not then complete and return all University Materials. If the Supplier fails to do so, then the University may 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 the Agreement.
- 21.2 In the event of termination in accordance with 20.1.3, the University's liability shall be limited to a fair and reasonable price for any materials purchased by the Supplier intended for performance of this Agreement where such materials cannot be utilised under any other Supplier's agreements or business opportunities, whether existing or prospective, provided that any purchase shall only be payable by the University if it would have been payable in accordance with this Agreement if it had not been terminated.
- 21.3 Termination of the Agreement shall not affect the parties' rights and remedies that have accrued as at termination, including the right to claim damages in respect of any breach of the Agreement which existed at or before the date of termination.
- 21.4 Any provision of the Agreement that expressly or by implication is intended to come into or continue in force on or after termination or expiry of the Agreement shall remain in full force and effect.

22 Force Majeure

- 22.1 Neither party shall be in breach of the Agreement or otherwise liable for any failure or delay in the performance of its obligations if such delay or failure results from events, circumstances or causes beyond its reasonable control. The time for performance of such obligations shall be extended accordingly.
- 22.2 A party affected by force majeure shall use every reasonable effort to minimise the effects of force majeure and shall promptly resume performance of its obligations as soon as is reasonably possible after removal of the circumstances of force majeure.
- 22.3 If the period of delay or non-performance continues for 21 days, the University shall be entitled by written notice to the Supplier to terminate this Agreement.

23 Further Assurance

The Supplier shall at the request of the University, do all acts and execute all documents which are necessary to give full effect to this Agreement.

24 Equality and Diversity

- 24.1 The Supplier shall not unlawfully discriminate within the meaning and scope of any law, enactment, order or regulation relating to equality and diversity (whether in age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation or otherwise) in employment.
- 24.2 The Supplier shall furthermore take all reasonable measures to ensure that there are no forms of slavery, servitude, trafficking of people or forced or compulsory labour in its direct and indirect supply chains and, at the University's reasonable request, shall provide the University with reports on the measures and outcomes in respect of this matter.

24.3 The Supplier shall take all reasonable steps to secure the observance of clauses 24.1 and 24.2 by all servants, employees or agents of the Supplier and all suppliers and sub-contractors engaged in the performance of this Agreement.

25 Anti-Bribery

25.1 For the purposes of this clause 10 the expressions '**adequate procedures**' and '**associated with**' shall be construed in accordance with the Bribery Act 2010 and legislation or guidance published under it.

25.2 The Supplier shall comply with applicable Bribery Laws including ensuring that it has in place adequate procedures to prevent bribery and ensure that:

25.2.1 all of the Supplier's personnel;

25.2.2 all others associated with the Supplier; and

25.2.3 all of the Supplier's sub-contractors;

involved in performing the Agreement so comply.

25.3 Without limitation to clause 25.2, the Supplier shall not make or receive any bribe (as defined in the Bribery Act 2010) or other improper payment, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and shall implement and maintain adequate procedures to ensure that such bribes or payments are not made or received directly or indirectly on its behalf.

25.4 The Supplier shall immediately notify the University as soon as it becomes aware of a breach or possible breach by the Customer of any of the requirements in this clause 25.

25.5 Any breach of clause 25 by the Supplier shall be deemed a material breach of the Agreement and shall entitle the Customer to terminate the Agreement with immediate effect.

26 Anti-Slavery

26.1 The Supplier undertakes, warrants and represents that:

26.1.1 neither the Supplier nor any of its officers, employees, agents or sub-contractors has:

(a) committed an offence under the Modern Slavery Act 2015 (**a MSA Offence**); or

(b) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or

(c) is aware of any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;

26.1.2 it shall comply with the Modern Slavery Act 2015;

26.1.3 it has implemented due diligence procedures to ensure compliance with the Modern Slavery Act 2015 in its business and supply chain, and those of its officers, employees, agents or sub-contractors, which will be made available to the Customer on request at any time throughout the Agreement;

26.1.4 it shall notify the Customer immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or sub-Sub-contractors have breached or potentially breached any of the Supplier's obligations under clause 11.1. Such notice to set out full details of the circumstances concerning the breach or potential breach of the Supplier's obligations.

26.2 Any breach of clause 26 by the Supplier shall be deemed a material breach of the Agreement and shall entitle the Customer to terminate the Agreement with immediate effect.

27 Anti-Facilitation of Tax Evasion

27.1 The Supplier shall:

27.1.1 not engage in any activity, practice or conduct which would constitute either:

- (a) a UK tax evasion facilitation offence under section 45(1) of the Criminal Finances Act 2017; or
- (b) a foreign tax evasion facilitation offence under section 46(1) of the Criminal Finances Act 2017;

27.1.2 comply with the University's policy on the Criminal Finance Act (see <https://www.cardiffmet.ac.uk/about/structureandgovernance/Pages/GoverningBody.aspx>) as updated from time to time;

27.1.3 have and shall maintain in place throughout the term of this Agreement such policies and procedures as are both reasonable to prevent the facilitation of tax evasion by another person (including without limitation employees of the Supplier) and to ensure compliance with this clause;

27.1.4 promptly report to the University any request or demand from a third party to facilitate the evasion of tax within the meaning of Part 3 of the Criminal Finances Act 2017, in connection with the performance of this Agreement; and

27.1.5 the Supplier shall provide such supporting evidence of compliance as the University may reasonably request.

27.2 The Supplier shall ensure that any person associated with the Supplier who is performing services or supplying goods in connection with this Agreement 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 (the "Relevant Terms"). The Supplier shall be responsible for the observance and performance by such persons of the Relevant Terms, and shall be directly liable to the University for any breach by such persons of any of the Relevant Terms.

27.3 Breach of this clause shall be deemed a material breach of this Agreement, irrespective of the level of financial loss, deprivation of benefit or exposure to liability to which such breach would or potentially would give rise.

27.4 For the purposes of this clause, the meaning of reasonable prevention procedure shall be determined in accordance with any guidance issued under section 47 of the Criminal Finances Act 2017 and a person associated with the Supplier includes but is not limited to any employee, agent or subcontractor of the Supplier.

28 Audit

28.1 The Supplier shall keep and maintain both during the term of the Agreement and for up to six years following termination or expiry of the Agreement, full and accurate records of its performance of the Agreement, including by way of example records relating to:

28.1.1 the Services and/or Goods provided under it;

28.1.2 all expenditure reimbursed by the University;

28.1.3 all payments made by the University;

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

- 28.1.5 records required to verify the Supplier's and any sub-contractors compliance with the Agreement and applicable law;
 - 28.1.6 records required to verify the accuracy of the prices charged to the University and any other amounts payable by the University under the Agreement (and proposed or actual variations to such prices and payments);
 - 28.1.7 records required to verify any amounts paid to sub-contractors and any third party suppliers; and
 - 28.1.8 records required as is necessary to fulfil the University's obligations to supply information for parliamentary, ministerial, judicial, regulatory, legal, tax or administrative purposes.
- 28.2 The Supplier shall on request afford the University or the University's representatives such access to those records as may be required in connection with the Agreement.

29 Welsh Language

- 29.1 The Supplier warrants that it will not supply the Goods or perform the Services in breach of the Welsh Language Obligations, nor in such a way as to render the University in breach of its Welsh Language Obligations. The Supplier shall comply with any Welsh language scheme made under the Welsh Language Act 1993 and any and all statutory standards pursuant to the Welsh Language (Wales) Measure 2011 which are potentially applicable to the Supplier and/or the University, as published from time to time.
- 29.2 The Supplier shall use all reasonable endeavours to comply with the requirements the University's Welsh Language Policy and any Welsh language standards applicable to the University in performing its obligations pursuant to this Agreement.

30 General

30.1 Assignment and other dealings.

- 30.1.1 The University may at any time assign, mortgage, charge, sub-contract, delegate, declare a trust over or deal in any other manner with all or any of its rights and obligations under the Agreement.
- 30.1.2 The Supplier shall not assign, transfer, mortgage, charge, delegate, declare a trust over or deal in any other manner with any of its rights and obligations under the Agreement without the prior written consent of the University.

30.2 Sub-Contracting

The Supplier may not sub-contract any or all of its rights or obligations under the Agreement without the prior written consent of the University. If the University consents to any sub-contract by the Supplier, the Supplier shall remain responsible for all the acts and omissions of its sub-contractors as if they were its own.

30.3 Notices

- 30.3.1 Any notice given to a party under or in connection with the Agreement shall be in writing and shall be:
- (a) delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case); or
 - (b) sent by email to the following addresses (or an address substituted in writing by the party to be served:

Supplier: [ADDRESS].

University: Llandaff Campus, Western Avenue, Cardiff CF5 2YB

30.3.2 Any notice shall be deemed to have been received:

- (a) if delivered by hand, at the time the notice is left at the proper address;
- (b) 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; or
- (c) if sent by email, at the time of transmission, or, if this time falls outside Business Hours in the place of receipt, when Business Hours resume.

30.3.3 This clause does 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.

30.4 **Severance**

If any provision or part-provision of the Agreement is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of the Agreement. If any provision of the Agreement is deemed deleted under this clause 30.4 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

30.5 **Waiver**

No failure or neglect on behalf of the University or its representatives to enforce any of the terms and conditions of this Agreement shall be considered as a waiver unless expressly stated to be a waiver in writing by the University. A waiver by the University on one occasion shall not automatically be construed as permitting a waiver at any time in the future.

30.6 **No partnership or agency**

Nothing in the Agreement is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party. Each party confirms it is acting on its own behalf and not for the benefit of any other person.

30.7 **Entire agreement**

30.7.1 The Agreement constitutes the entire agreement between the parties.

30.7.2 Each party acknowledges that in entering into the Agreement it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in the Agreement. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Agreement.

30.8 **Third party rights**

The Agreement does not give rise to any rights under the Agreements (Rights of Third Parties) Act 1999 to enforce any term of the Agreement.

30.9 **Variation**

30.9.1 The University may from time-to-time vary its requirements in accordance with clause 9. Such variations may include, but are not limited to, additions, omissions, substitutions, alterations, changes in specified sequence, method or timing of delivery of Goods or the performance of Services.

30.9.2 Subject to clause 30.9.1, no variation of the Agreement or of any document referred to in it shall be effective unless the costs of the variation shall be agreed and details of the variation are in writing and signed by the Parties.

30.10 **Governing law**

The Agreement, and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the law of England and Wales.

30.11 **Jurisdiction**

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Agreement or its subject matter or formation.