

STANDARD TERMS & CONDITIONS FOR THE SUPPLY OF GOODS AND SERVICES

VERSION 8.0 – October 2023

These are the terms and conditions (including any schedules) (**Conditions**) on and subject to which the supplier named on the purchase order (**Order**) accompanying these Conditions (**Supplier**) agrees to supply and the University of Bristol (a corporation incorporated in England and Wales by Royal Charter with registration number RC000648 and an exempt charity whose principal offices are at Beacon House, Queens, Road, Bristol, BS8 1QU, United Kingdom) (**University**) agrees to take and pay for, the goods and/or services (or any part of them) specified in the Order (**Goods** and/or **Services** respectively).

Words or expressions stated in bold shall denote defined terms used throughout these Conditions. References in these Conditions to "**writing**" or "**written**" shall include email but not fax. Any references to clauses are references to clauses within these Conditions and any references to schedules are references to schedules under these Conditions unless otherwise stipulated. Any phrase introduced by the terms "**including**", "**include**", or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms. For the purpose of these Conditions, **Business Days** mean any days when banks in London are open for business other than Saturdays, Sundays, University closure days or public holidays in England.

1. BASIS OF CONTRACT

- 1.1. The Supplier's quotation (**Quotation**) (if any) constitutes an offer by the Supplier to sell the Goods and/or provide the Services to the University.
- 1.2. The University shall be deemed to accept such Quotation upon the University issuing an Order based on such Quotation at which point a contract will come into existence.
- 1.3. If the Supplier has not issued a Quotation on which an Order is based, then each Order shall constitute an offer and shall be deemed to be accepted on the earlier of:
 - (a) the Supplier issuing a written acceptance of the Order; or
 - (b) the Supplier doing any act consistent with fulfilling the Order, at which point a contract shall come into existence.
- 1.4. The contract between the parties shall be formed by the Order including any special conditions set out in the Order (**Special Conditions**) and these Conditions (**Contract**).
- 1.5. Performance by the Supplier of its obligations under these Conditions shall not entitle the Supplier to claim any payment for the Goods and/or Services where an Order has not been issued by the University.
- 1.6. Only Orders sent by email from an email address ending "@bristol.ac.uk" or "@bris.ac.uk" shall be valid unless the University notifies the Supplier in writing otherwise.
- 1.7. These Conditions and any Special Conditions shall apply to the exclusion of any other terms or conditions that the Supplier seeks to impose or incorporate or which are implied by trade, custom, practice or any course of dealing between the parties. In case of conflict or inconsistency between the Order (including any Special Conditions) and these Conditions, the Order shall prevail.
- 1.8. Each of these Conditions shall apply to the supply of Goods and Services except where any of these Conditions specify that they apply only to Goods or Services.

2. SUPPLY OF GOODS & SERVICES

2.1. Conditions relating to the Goods

- (a) The Goods shall be delivered: i) to the address specified on the Order or notified to the Supplier by the University in writing (**Delivery Location**); and ii) on the date(s) specified in the Order and during University's normal business hours, unless otherwise agreed by the parties in writing.
- (b) A delivery note must accompany all the Goods being supplied and must specify the type, quantity and value for each of the Goods, the Order number and the correct contact details of the receiver at the Delivery Location.
- (c) Goods shall not be delivered in instalments without the University's prior written consent or as specified on the Order. If delivered in instalments, the Goods may be invoiced and paid for separately in respect of each instalment and each instalment shall be delivered in accordance with clause 2.1 (a).
- (d) Delivery of the Goods (or part of them) shall be completed once all of the Goods under the Order (or instalment, if applicable) have been unloaded at the Delivery Location (**Delivery**).
- (e) The Supplier must comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods. The Goods must be UKCA marked and must conform with all relevant standards applicable in Great Britain at the date of delivery.
- (f) The University may reject Goods which are above or under the quantity ordered and if the University accepts such Delivery, a pro rata adjustment shall be made to the invoice of the Goods in accordance with the quantity actually Delivered.
- (g) The University's signature on any delivery note is evidence only of the number of packages received and not evidence of acceptance of the Goods.
- (h) Acceptance of the Goods will not take place until the University has had reasonable time (which shall be no less than 10 Business Days) to inspect of the Goods after Delivery (or installation if clause 2.1(j) applies) and if there are Goods with latent defects these will not be deemed accepted until reasonable time (which shall be no less than 10 Business Days) has passed after the defect becomes apparent to the University. Acceptance of the Goods under this clause 2.1(h) shall not affect any rights or remedies that the University may have under this Contract or otherwise.
- (i) The Supplier warrants that the Goods: (i) are sold by the Supplier to the University with valid and unrestricted title; (ii) correspond with their description and specification under the Order or otherwise agreed in writing; (iii) are of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier by the University expressly or by implication; (iv) are free from defects in design, materials and workmanship and will remain so for the longer of 12 months or any manufacturer's warranty period; and (v) comply with all applicable statutory and regulatory requirements.
- (j) To the extent that the Goods are to be installed by the Supplier, the Supplier shall install the Goods at the Delivery Location in a good and workmanlike manner and make good any damage caused as a result of installation. The Supplier shall test and inspect the Goods following installation and notify the University once installation has

been completed. The University shall be deemed to have accepted the Goods after completion of installation when the Supplier has adequately certified successful testing and that the Goods operate in accordance with their specification.

- (k) Risk in the Goods shall pass to the University: i) upon Delivery of those Goods; or ii) where the Goods require installation, upon acceptance of those Goods in accordance with clause 2.1(j).
- (l) Title in the Goods shall pass to the University on the earlier of: i) payment for those Goods by the University; or ii) Delivery of those Goods or acceptance (if installation is required) of those Goods in accordance with clause 2.1(j).
- (m) In addition to any other rights or remedies set out under this Clause 2.1, when the supplied Goods are designed, manufactured and/or customised specifically for the University in accordance with the University's specification (**Bespoke Goods**), the University shall have the right to inspect and/or test the Bespoke Goods before Delivery. Should the Bespoke Goods fail to comply with Clause 2.1(i) the Supplier shall take such remedial action as necessary (at its own cost) to ensure compliance.
- (n) Where the Goods come from a territory outside Great Britain:
 - (1) the Supplier shall ensure it holds the required export licences or certificates required to supply the Goods to the University;
 - (2) Delivery dates for the Goods are approximate only, and unless otherwise expressly stated by the University, time is not of the essence for Delivery of Goods;
 - (3) if the Supplier is registered for VAT in Great Britain, the supplier shall Deliver the Goods to the University on the basis of Delivery Duty Paid. For the purpose of this sub-clause 2.1(n) (3), **Delivery Duty Paid** means the Supplier will assume all the responsibility (including making a Customs import declaration, organising, preparing and submitting any required documentation), risks, charges and costs (including payment of export and import tariffs, Customs duties, insurance and any costs and expenses associated with transportation of the Goods to the Delivery Location); and
 - (4) if the Supplier is not registered for VAT in Great Britain, the Supplier shall:
 - (i) notify the University of this as soon as practicably possible and before an Order has been issued by the University;
 - (ii) pay for all costs and expenses associated with transportation of the Goods to the Delivery Location; and
 - (iii) promptly provide to the University with all the information required by the University for the purpose of making a successful customs import declaration and ensuring a safe and swift Delivery of the Goods.
- (o) Unless otherwise stipulated by the parties in writing, payment for the Goods will take place only after Delivery or acceptance (if installation is required) of such Goods by the University.

2.2. **Conditions relating to the Services**

- (a) The Services shall commence on the date and continue for the duration specified in the Order. The Services shall be provided on the dates and times specified in the Order

or if none are specified in the Order then on those dates and times agreed by the parties in writing.

- (b) The Supplier warrants that: i) any materials including specifications, plans, data, models, designs, documents, products, scripts, images, drawings, recordings or other materials developed, produced or delivered by the Supplier or its personnel as part of or in relation to the Services in any form or media (**Deliverables**) are fit for any purpose held by the Supplier or that the University expressly or impliedly makes known to the Supplier; (ii) it shall use reasonable quality goods, materials, standards and techniques when delivering the Services; (iii) the Deliverables are free from defects in workmanship, installation and design and will remain so for the longer of 12 months or any manufacturer's warranty period; (iii) the Services conform with all specifications, standards, performance requirements, descriptions and/or acceptance criteria (if any) specified by the University in writing; and iv) the Services will be performed with that standard of skill, care and diligence which a competent, experienced and suitably qualified person performing such Services could reasonably be expected to exercise.
 - (c) The Supplier shall: i) provide all equipment, consumables and other items required to provide the Services; ii) hold all University's materials, including documents, equipment, tools, drawing, specifications and data supplied to the Supplier for use in connection with the Services (**Materials**) in safe custody at its own risk; (iii) maintain the Materials in good condition until returned to the University; iv) not dispose of, or use, the Materials other than in accordance with the University's written instructions or/and authorisation; and v) only use personnel who are suitably skilled and experienced to perform the tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled.
 - (d) The Supplier shall be responsible for obtaining any required visas, work permits or any other clearances associated with the performance of the Services by individuals or on behalf of the Supplier under this Contract.
- ## 2.3. **General Conditions**
- (a) The Supplier shall maintain at all times and shall not do or omit to do anything which may cause the University to lose all or any of the licences, certificates, permissions, authorisations and consents that the Supplier needs to carry out the Services or deliver the Goods or upon which the University relies (as the case might be) in connection with the Contract.
 - (b) The Supplier shall cooperate with the University in all matters relating to the Services and shall comply with: i) all applicable laws, statutes, regulations and codes from time to time in force; and ii) the University's reasonable instructions and mandatory policies communicated to the Supplier and/or published within the University's website from time to time.
 - (c) The Supplier shall notify the University of any assumptions and/or dependencies which must be met for the fulfilment of its obligations and the University shall not be liable for the Supplier's failure to identify the same nor shall the Supplier be relieved from performing its obligations as result of such failure.
 - (d) The Supplier warrants that it has full capability, capacity, authority and all necessary consents to perform this Contract.

3. REMEDIES

- 3.1. If the Supplier fails to comply with the warranties in clause 2.1 (i) in respect of the Goods (including any Bespoke Goods) or clause 2.2 (b) in respect of the Services and/or Deliverables, the University shall, without limiting any other remedies available to it by law and whether or not it has accepted such Goods, Services and/or Deliverables (as the case may be) have the right to any one or more of the following remedies:
- (a) return the Goods (or any part of them) at the Supplier's own risk and expense;
 - (b) require the Supplier to repair or replace the rejected Goods or to re-perform the Services (including any Deliverables) without further cost to the University;
 - (c) refuse to accept any subsequent supply of the Goods and/or performance of Services;
 - (d) where the University has paid any sums in advance for the Goods or Services require such sums to be refunded by the Supplier;
 - (e) recover from the Supplier any costs and expenses reasonably incurred by the University in procuring replacement Goods and/or substitute Services from a third party; or
 - (f) claim damages for any other costs, loss or expenses incurred by the University which are in any way attributable to the Supplier's failure to carry out its obligations.
- 3.2. These Conditions apply to any repaired or replacement Goods and/or re-performed Services (including any Deliverables) provided by the Supplier.
- 3.3. The University's rights and remedies under these Conditions are in addition to the rights and remedies available to it implied by statute or common law.

4. INVOICING & PAYMENT

- 4.1. The amounts specified on the Order (**Charges**) represent the full and exclusive remuneration and include every cost and expense of the Supplier in respect of the supply of the Goods and/or Services (including packaging, delivery, installation, import duties and taxes where applicable)
- 4.2. The Supplier may invoice the University: i) at any time after Delivery of the Goods (or acceptance of the Goods which require installation); or ii) at any time after completion of the provision of the Services.
- 4.3. Each invoice must correspond with the Charges amount and currency specified on the Order and must quote the Order number.
- 4.4. Purchase invoices to the University must be sent to the following email address: purchasing-invoices@bristol.ac.uk. The University will consider and verify each invoice in a timely manner with a view to confirming whether each invoice is valid and undisputed. The University shall pay each invoice in full and in cleared funds within 30 days from the date on which it determines each invoice to be valid and undisputed.
- 4.5. All Charges exclude VAT which the University shall, upon receipt of a valid VAT invoice from the Supplier, pay in addition.
- 4.6. If the University fails to pay any undisputed amounts due under this Contract by the due date for payment, the University shall pay interest on the overdue amount of such undisputed amounts at the rate of four per cent (4%) per annum above the base rate of the Bank of England from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount whether

before or after judgment. The University shall pay the interest together with the undisputed overdue amount.

5. CANCELLATION

- 5.1. The University may cancel by notice in writing to the Supplier any Order for Goods (including any agreed instalment) and/or Services (**Cancellation Notice**).
- 5.2. Where the University exercises its right under clause 5.1, the University will pay to the Supplier: i) the applicable price for any Goods which have reached Delivery or which are in transit at the time of receipt of the Cancellation Notice together with any reasonable delivery costs actually incurred; ii) any applicable charges for Services which have been performed at the time of receipt of the Cancellation Notice together with the costs of materials which the Supplier has purchased to fulfil its obligations, provided the Supplier is unable to use those materials for other customers or to return those materials to its supplier or manufacturer for a refund; and iii) in case of Bespoke Goods which the Supplier has begun to design and/or manufacture, the University shall pay reasonable compensation to the Supplier for any costs incurred to date in the design and/or manufacture of such Bespoke Goods.
- 5.3. Subject to clause 7.1, the University shall not be liable to the Supplier other than as set out under clause 5.2 in respect of any losses arising as a result of a Cancellation Notice under clause 5.1.

6. TERMINATION

- 6.1. The University may terminate this Contract immediately by written notice if the Supplier:
- (a) commits a material breach of its obligations under these Conditions which cannot be remedied or in case of remediable breach the breach is not remedied within a period of 10 Business Days of receiving written notice of such breach by the University; or
 - (b) becomes insolvent or any similar insolvency event occurs or action or proceeding is taken to manage the affairs of, or wind up, the Supplier.
- 6.2. Upon termination or expiry of this Contract the Supplier shall promptly deliver to the University any Materials and any Bespoke Goods and/or Deliverables or any other Goods it has in its possession in respect of which title has passed to the University, failing which the University may enter the Supplier's premises and take possession of them.
- 6.3. Without detriment to Clause 6.2, when this Contract relates to Services, upon termination or partial termination of this Contract for any reason Schedule (TUPE) shall apply in accordance with its provisions.
- 6.4. Termination or expiry of this Contract, however arising, shall not affect any of the parties' rights and remedies that have accrued at the date of termination or expiry. Any provision of the Contract that expressly or by implication is intended to continue in force on or after termination or expiry of the Contract shall remain in full force and effect.

7. LIABILITY & INSURANCE

- 7.1. Nothing in these Conditions shall exclude or limit liability of either party for: i) death or personal injury resulting from negligence or wilful default or; ii) any other matter for which liability may not be excluded or limited by operation of the law.
- 7.2. Subject to clause 7.1, the University's total liability to the Supplier under or in connection with this Contract (whether

arising by breach of contract, by tort or by breach of statutory duty) shall not exceed the total value of the Goods and/or Services supplied by (or on behalf of) the Supplier to the University.

7.3. Subject to Clause 7.1, the Supplier's total liability to the University:

- (a) for damage to property caused by the negligence of the Supplier or its employees, subcontractors or agents in connection with this Contract shall not exceed £5,000,000;
- (b) for loss arising from the Supplier's failure to comply its obligations under: i) clause 12.1 (Data Protection); or ii) clause 11 (Confidentiality and Freedom of Information) shall not exceed £1,000,000;
- (c) under clause 9.4 (third party claims for Intellectual Property Rights' infringement) and Paragraph 1.6 of the Schedule (TUPE) shall be unlimited; and
- (d) for all other loss or damage under this Contract shall not exceed 200% of the total value of the Goods and/or Services supplied under this Contract.

7.4. Subject to clause 7.1, neither party shall be liable to the other for any indirect, special or consequential loss.

7.5. Each party shall use all reasonable endeavours to mitigate any loss or damage suffered arising out of or in connection with this Contract.

7.6. The Supplier shall take out and maintain: i) public liability insurance of at least five million pounds (£5,000,000) in respect of any one occurrence or series of occurrences in any one period of insurance; ii) where Goods or Deliverables are supplied, product liability insurance of at least five million pounds (£5,000,000) per occurrence or series of occurrences in any one period of insurance; and iii) where Services are to be provided, either professional indemnity insurance or other appropriate insurance to cover the principal risks associated with the type of services being provided of at least one million pounds (£1,000,000) in respect of any once claim in any one period of insurance.

8. SUBCONTRACTING

8.1. The Supplier shall not subcontract any of its obligations under the Contract (**Sub-Contract**) without the University's prior written consent. Where the University gives consent to any Sub-Contract the Supplier shall be liable to the University for the acts or omissions of its subcontractors as though those are its own.

8.2. The Supplier shall ensure that all Sub-Contracts contain a provision requiring the Supplier: i) to consider in a timely manner whether each invoice received under a Sub-Contract is valid and undisputed; and ii) to pay each invoice within thirty (30) days from the date on which the Supplier determines each invoice to be valid and undisputed.

8.3. The Supplier shall comply with its obligations under each Sub-Contract as prescribed under 8.2 and shall provide the University (on demand) with evidence of such compliance.

9. INTELLECTUAL PROPERTY

9.1 For the purpose of these Conditions '**Intellectual Property Rights**' mean patents, rights to inventions, copyright and related rights, moral rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, 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.

9.2 All Intellectual Property Rights:

(a) in materials pre-existing at the commencement of the Contract and owned by (or licensed to) the Supplier shall continue to vest in the Supplier (or its licensor as the case may be) and the Supplier grants an irrevocable, perpetual, non-exclusive, worldwide, royalty-free and capable of sub-licence to such extent is necessary to enable the University to make reasonable use of the Deliverables and the Services as is envisaged by the parties.

(b) in the Deliverables (other than stipulated under clause 9.2(c)) are and shall remain the exclusive property of the Supplier (or its licensors). The Supplier grants to the Customer, or shall procure the direct grant to the Customer of, a fully paid-up, worldwide, non-exclusive, royalty-free, irrevocable and capable of sub-licence licence to the University insofar as it is necessary for the University to make the fullest use of the Deliverables in all existing and future media.

(c) in Bespoke Goods and/or Deliverables (to the extent that these have been produced specifically for the University's requirements) shall vest and are hereby assigned to the University with full title guarantee, free from third party rights, throughout the world and in all existing and future media;

(d) in the Materials are and shall remain the exclusive property of the University. The University grants to the Supplier a non-exclusive, non-transferable, royalty-free licence to use the Materials, Bespoke Goods and Deliverables (to the extent these are provided for the University requirements) for the sole purpose of supplying the Services in accordance with the terms of this Contract.

9.3 To the extent that clause 9.2 c) applies the Supplier shall obtain waivers of the so-called "moral rights" in the Bespoke Goods or Deliverables to which any individual is now or may be at any future time entitled under section 77 to section 85 inclusive of the Copyright, Designs and Patents Act and any similar laws of any jurisdiction.

9.4 The Supplier shall indemnify the University against all claims and proceedings, and all costs and expenses incurred in connection therewith, made or brought against the University for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with the performance of this Contract by the Supplier save where such infringement or alleged infringement is caused by any act or omission on the part of the University.

10. HAZARDOUS GOODS AND SAFETY

10.1 Where access to the University's premises is required, the Supplier shall comply (and shall procure that its sub-suppliers comply) with: i) the University's Group Health and Safety Policy (as updated from time to time) which can be accessed at <https://www.bristol.ac.uk/safety/media/po/group-health-safety-policy.pdf>; ii) any additional policies, rules or instructions made known to the Supplier (or its sub-suppliers) by the University, and iii) all applicable statutory rules and regulations regarding health and safety matters.

10.3 Where the Goods comprise or include substances hazardous to health, the Supplier shall provide the University on or before Delivery of such Goods with all data (in English) necessary to allow the University to form a suitable and sufficient assessment of the attendant risks and of the steps that need to be taken in order to meet the requirements of all applicable statutory rules and regulations.

10.4 Unless specifically agreed by the parties in writing, the Goods supplied under this Contract shall not contain asbestos.

11. CONFIDENTIALITY AND FREEDOM OF INFORMATION

11.1. The Supplier undertakes that it shall not at any time disclose to any person any confidential information concerning the business, affairs, clients or suppliers of the University: a) other than to its personnel, advisers or sub-contractors who need to know, and only to the extent they need to know, such information for the performance of the Supplier's obligations under the Contract; or b) as may be required by law or a court of competent jurisdiction. The Supplier shall not use (or allow use of) such confidential information for any purpose other than to perform its obligations under this Contract.

11.2. The Supplier acknowledges that the University is subject to the requirements of the Freedom of Information Act 2000 (FOIA) and of the Environmental Information Regulations 2004 (EIR) and the Supplier agrees to assist and cooperate with the University (at the Supplier's expense) as required by the University in relation to these laws to allow the University to reply to any requests within the time limits contained in section 10 of the FOIA and 5 of the EIR.

12. GENERAL PROVISIONS

12.1. Data Protection: The parties shall process any personal data under or in connection with this Contract in compliance with the Data Protection Laws. For the purpose of these Conditions, **Data Protection Laws** shall mean any applicable data protection and privacy legislation which applies to either party from time to time, including without limitation: a) the GDPR and the e-Privacy Directive and relevant member state laws in the European Economic Area; and b) in relation to the United Kingdom ("UK"), the Data Protection Act 2018 (**DPA 2018**), the Privacy and Electronic Communications Regulations 2003 (amended by SI 2011 no. 6), the UK GDPR and any code of practice and guidance published by a relevant regulator or a court of law. **UK GDPR** has the meaning given to it in the DPA 2018, and **personal data** and **process** have the meaning given to them in the relevant part of the Data Protection Laws, as applicable.

12.2. Force majeure: Neither party shall be in breach nor liable for any delay or failure to perform any of its obligations under this Contract to the extent that such delay or failure results from events, circumstances or causes beyond its reasonable control including acts of God, riots, war, acts of terrorism, fire, epidemic or pandemic, flood, storm or earthquake and any disaster, industrial action or trade dispute (other than relating to the Supplier), or any delays or failure in the Supplier's supply chain other than companies of the same group ("FM Event"). In case of a FM Event the affected party shall be entitled to a reasonable extension of the time for performing such obligations, provided that: a) it promptly notifies the other party of the FM Event and its estimated duration; b) it uses reasonable endeavours to avoid or mitigate the consequences of the FM Event; and c) time for performance

of the corresponding obligations of the other party shall be prolonged to the same extent as the obligations of the affected party. If the period of delay or non-performance continues for a continuous period of thirty (30) days, the party not affected may (without detriment to other termination rights under these Conditions) terminate this Contract by giving written notice to the affected party.

12.3. Assignment and other dealings: The University may at any time assign, transfer, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under this Contract. The Supplier may not assign, transfer, mortgage, subcontract or deal in any other manner with all or any of its rights or obligations under these Contract without the University's prior written consent.

12.4. Severance: If any court or competent authority finds that any provision or part-provision of this Contract invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed to be deleted, and the validity and enforceability of the other provisions of this Contract shall not be affected.

12.5. Amendment: No amendment to this Contract will be effective unless recorded in writing and signed by an authorised representatives of each party to this Contract.

12.6. Waiver and Cumulative Remedies: A waiver of any right under the Contract is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of any right or remedy under this Contract shall preclude or restrict the further exercise of that or any other right or remedy provided under this agreement or in law.

12.7. Entire Agreement: This Contract constitutes the entire agreement between the parties and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to its subject matter. Each party agrees that it shall have no remedies in respect of any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in this Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this Contract.

12.8. Third party rights: A person who is not a party to the Contract shall not have any rights to enforce its terms.

12.9. Notices: Notices given to a party under this Contract must be in writing and shall be either: i) delivered by hand or by pre-paid first-class post or other next working day delivery service at the notified party's registered office (if a company) or its principal place of business (in any other case) unless otherwise stipulated in the Order or otherwise in writing by either party; or ii) sent by email to the email addresses set out in the Order (or otherwise provided in writing by the notifying party from time to time). Any notice shall be deemed to have been received: i) if delivered by hand, at the time the notice is left at the proper address; ii) 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; and iii) 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. The Supplier shall also email a copy of the notice to secretarys-office@bristol.ac.uk. This clause 12.9 does not apply to the service of any proceedings or documents in any legal action.

12.10. Modern Slavery: The Supplier shall comply with all anti-slavery and human trafficking laws, statutes, regulations and codes from time to time in force including but limited to the Modern Slavery Act 2015 and shall not in any circumstances engage in, promote or otherwise support child labour, human trafficking or any other means of exploitation. The Supplier shall take reasonable steps to monitor and manage its own direct supply chain and sub-contractors compliance with all anti-slavery and human trafficking laws, statutes and regulations from time to time in force. If requested by the University, the Supplier shall demonstrate effective implementation of its policies and procedures in relation to equality, diversity, human rights and modern slavery and take specific action to make any necessary changes.

12.11 Governing law and jurisdiction: This Contract and any dispute or claim arising out of in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and interpreted in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England shall have exclusive jurisdiction to settle any dispute or claim arising out of in connection with this Contract or its subject matter (including non-contractual disputes or claims).

Schedule (TUPE)

1.1 Definitions and Interpretation

“Future Service Provider” means any person who provides services which are identical or substantially similar to any of the Services to the University (directly or indirectly) following the termination or expiry of this Contract or the termination or expiry of the provision of any of the Services by the Supplier;

“Sub-Contractor” means any party to a Sub-Contract (other than the Supplier);

“Transfer Date” means the date on which responsibility for the provision of the Services, or any part of the Services, transfers from the Supplier to the University or a Future Service Provider;

“Transferring Employee” means an individual whose contract of employment has effect from and after the Transfer Date, by virtue of the operation of TUPE, as if originally made between such person and the University or a Future Service Provider;

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended);

1.2 Subsequent to the commencement of this Contract the identity of the provider of the Services (or part of the Services) may change whether as a result of expiry, or termination (or partial termination) of this Contract resulting in a transfer of Services (in whole or in part) (“Service Transfer”). If a Service Transfer is a relevant transfer for the purposes of TUPE, then, the University or a Future Service Supplier would inherit liabilities in respect of any Transferring Employee, in which case the provisions of this Schedule (TUPE) shall apply.

1.3 During the period of [six] months preceding the termination or expiry of this Contract, or at any time after the University or the Supplier has given notice to terminate this Contract or notice to cease the provision of some of the Services, or at any time after the Supplier has actually ceased to provide any of the Services:

(a) the Supplier shall promptly, upon the University’s reasonable request, disclose to the University details of the name, number, age, terms and

conditions of employment, proportion of time spent in the provision of the Services, employment history (including disciplinary or grievance issues), employee liability information as required under Regulation 11 of TUPE and such other information as the University may reasonably require in relation to any Supplier’s Personnel;

- (b) the University shall be entitled to pass on any information provided to it pursuant to Paragraph 1.3(a) of this Schedule to any person intending to tender or tendering for any contract for the provision of services that are the same or similar to the Services, and the University shall be entitled to rely upon and warrant the accuracy of any such information to any Future Service Provider, and the Supplier shall indemnify and keep indemnified the University (for itself and on behalf of any Future Service Provider) against all and any costs, expenses, liabilities, damages and losses arising out of or in connection with any failure by the Supplier to provide accurate information under this cause; and
- (c) the Supplier shall not and, if relevant, shall procure that any Sub-Contractor shall not, vary the terms and conditions of employment or engagement of any Supplier Personnel or redeploy, replace or dismiss any Supplier’s Personnel, or employ or engage any additional individual in the provision of the Services, without the prior written consent of the University.

1.4 All wages, salaries, bonus and commission payments, contributions to pension schemes, entitlement to holiday pay and any other emoluments (whether monetary or otherwise), tax and national insurance contributions relating to the Transferring Employees shall be paid or borne by the Supplier (or Sub-Contractor) in relation to the period before the Transfer Date (and the Supplier shall procure such payment by any Sub-Contractor) and by the University or relevant Future Service Provider thereafter (and the University shall procure such payment by any Future Service Provider), and all necessary apportionments shall be made.

1.5 The Supplier shall and/or, if relevant, shall procure that any Sub-Contractor shall:

- (a) comply with its or their obligations to inform and consult the Transferring Employees pursuant to Regulation 13 of TUPE;
- (b) use reasonable endeavours to agree with the University or a Future Service Provider, and deliver to the Transferring Employees prior to the Transfer Date, a suitable joint statement regarding the proposed transfer of their employment to the University or a Future Service Provider on the Transfer Date; and
- (c) give employees of the University or a Future Service Provider such access to the Transferring Employees prior to the Transfer Date as the University or a Future Service Provider may reasonably require for the purposes of consultation or of effecting an efficient transfer of the Services and Transferring Employees with effect from the Transfer Date.

1.6 The Supplier shall indemnify and keep indemnified the University (for itself and any relevant Future Service Provider) against all and any costs, expenses, liabilities, damages and losses arising out of or in connection with any claim, demand, action or proceeding which is made or brought:

- (a) by any Transferring Employee in relation to any act of omission of the Supplier (or any Sub-Contractor) occurring or arising during the period on or after the Transfer Date but up to and including the Transfer Date and/or in relation to any events or circumstances relating to the employment or termination of employment of any Transferring Employee occurring or arising during the period up to and including the Transfer Date;
- (b) in relation to the Supplier's (or any Sub-Contractor's) failure or alleged failure to comply with its or their obligations under Regulation 13 of TUPE, save to the extent that any such failure or alleged failure is as a result of or in consequence of a failure by the University or any Future Service Provider to comply with its obligations under Regulation 13(4) of TUPE;
or
- (c) by any person who is not a Transferring Employee (a "Non-Disclosed Transferring Employee") and which is made by virtue of the operation or alleged operation of TUPE and relates to circumstances or events occurring or arising at any time, whether before or after the Transfer Date, in relation to or arising out of any such Non-Disclosed Transferring Employee's employment, alleged employment, dismissal or alleged dismissal.

END
