

# **LIVERPOOL HOPE UNIVERSITY TERMS AND CONDITIONS OF PURCHASE**

## **1. INTERPRETATION**

1.1 In these Terms:-

“Access Law”	the Environmental Information Regulations 2004 and the Freedom of Information Act 2000 and any other applicable legislation or codes of practice governing access to information;
“Contract”	means each agreement for the sale and purchase of the Goods and the supply and acquisition of the Services on these Terms, and including the Order, any Specification and any other documents which the parties agree shall be incorporated into the Contract;
“Control”	in relation to any person, the beneficial ownership of more than 50% of the issued share capital of, or the legal power to direct or cause the direction of the general management of the person in question or its holding company or parent undertaking;
“Deliverables”	software, documentation or other works or materials to be produced as a result of the Services, or any thereof;
“Goods”	means the goods (if any) described in the Order, and includes any instalment, component, part of or raw materials used in such goods;
“Insolvency Event”	each and any of the following in relation to a party: (a) any action (corporate or otherwise), legal proceedings or other procedure or step is taken by any person in any jurisdiction in relation to or with a view to: (i) the winding up, dissolution, administration or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of a party; (ii) the appointment of a liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator, nominee, supervisor or similar officer in respect of a party or any of its assets; (iii) the enforcement of any security over any assets of a party; or (iv) the attachment, sequestration, distraining upon or execution over or affecting any asset of a party; (b) the party is unable to pay its debts as they fall due or is insolvent; or (c) the party enters into a composition or arrangement with its creditors or any class of them;
“Intellectual Property Rights”	any and all patents, trade marks, business names, copyright, moral rights, database rights, rights in designs, rights in inventions, and any and all other intellectual property rights, whether or not registered or capable of registration and whether subsisting anywhere in the world and including all applications and rights to apply for any of them together with all or any associated goodwill;
“Order”	means the University’s purchase order to which these Terms are annexed;
“Price”	means the price of the Goods and/or the Services;
“Services”	means the services (if any) described in the Order;
“Specification”	includes any plans, drawings, data, description or other information relating to the Goods and/or Services; and

“Supplier”	means the person, firm or company so described in the Order;
“Terms”	means these standard terms and conditions of purchase and includes any special terms agreed in writing between the University and the Supplier; and
“University”	means Liverpool Hope University (company number 03285547), a company limited by guarantee whose registered office address is at Hope Park, Liverpool, L16 9JD.

1.2 In these Terms:-

1.2.1	references to persons include bodies corporate, unincorporated associations, governments, states, partnerships and trusts (in each case, whether or not having separate legal personality);
1.2.2	any reference to a statute or statutory provision includes a reference to any modification, amendment, replacement, consolidation or re-enactment of the provision from time to time in force and all subordinate instruments, orders or regulations made under it from time to time;
1.2.3	each reference to “includes” or “including” shall be construed without limitation; and
1.2.4	“holding company” means as defined by section 1159 of the Companies Act 2006.

## **2. BASIS OF PURCHASE**

- 2.1 The Order constitutes an offer by the University to purchase the Goods and/or acquire the Services subject to these Terms.
- 2.2 Any of the following are deemed to constitute the Supplier’s acceptance of the University’s Order and agreement to comply with these Terms:-
  - 2.2.1 any acceptance of an Order by the Supplier (notwithstanding any conditions attached to such acceptance or any purported incorporation of terms other than these Terms);
  - 2.2.2 the commencement of any work by the Supplier; or
  - 2.2.3 the delivery of any Goods or the performance of any Services by or on behalf of the Supplier.
- 2.3 These Terms shall apply to each Contract to the exclusion of any other terms and conditions on which any quotation has been given to the University or subject to which the Order is accepted or purported to be accepted by the Supplier. If any future contract is made with the Supplier without reference to these Terms, such contract shall be deemed to be subject to these Terms.
- 2.4 No variation to the Order or these Terms shall be binding unless agreed in writing by an authorised representative of the University.

## **3. SPECIFICATIONS, INSPECTION AND EQUIPMENT**

- 3.1 The quantity, quality and description of the Goods and the Services shall be as specified in the Order and in any applicable Specification supplied by the University to the Supplier or agreed in writing by the University.
- 3.2 Prior to despatch the Supplier shall inspect and test the Goods for compliance with the Order and any Specification and shall at the University’s request and at no extra cost supply the University with certified copies of all testing and inspection sheets.
- 3.3 The Goods shall be marked in accordance with the University’s instructions and any applicable regulations or requirements of the carrier, and properly packed and secured so as to reach their destination in an undamaged condition.

3.4 If applicable, all equipment paid for or provided by the University shall be and remain the University's property and must be returned to the University in good condition upon request and shall not be copied or used for any purpose other than completion of the Order. The Supplier shall properly maintain and store such equipment and shall be liable for any loss or damage to it whilst in the possession or under the control of the Supplier. The Supplier shall keep such equipment at such location as shall be agreed with the University and shall keep such equipment clearly identified at all times as the property of the University.

#### 4. **CHANGES**

4.1 The University may in its reasonable discretion from time to time change any details specified in its Order by written instructions. The Supplier shall use all reasonable endeavours to comply with such changes. If any such change affects the time of performance or delivery or the costs involved, the University shall consider an equitable adjustment to the delivery schedule or the Price or both.

4.2 The University reserves the right to take any action in the event of an emergency or unforeseen situation arising in connection with the Contract and, in particular, may require the Supplier to deliver the Goods or perform the Services or both in advance of the time specified. The Supplier shall use all reasonable endeavours to comply with the University's instructions in such an event.

#### 5. **PRICE**

5.1 The Price of the Goods and the Services shall be as stated in the Order and, unless otherwise so stated, shall be:-

- 5.1.1 fixed;
- 5.1.2 exclusive of any applicable VAT (which shall be payable by the University subject to receipt of a VAT invoice); and
- 5.1.3 inclusive of all charges for packaging, packing, shipping, carriage, insurance and delivery of the Goods to the University's specified delivery address and any duties, imposts or levies other than VAT.

5.2 If the Price is not stated in the Order, the Price shall be the lowest price currently quoted or charged at the time of the Order by the Supplier for the Goods and the Services but shall in no event be higher than the price most recently charged to the University by the Supplier for such Goods or Services.

5.3 No increase in the Price may be made (whether on account of increased material, labour or transport costs, fluctuation in rates of exchange or otherwise) without the prior written consent of the University.

#### 6. **INFORMATION**

The Supplier shall provide to the University:-

- 6.1 all information as the University requires to ensure that the Goods and Services comply with, and that the University fulfils its obligations under, all applicable legislation and industry codes of practice;
- 6.2 all information required in relation to storing the Goods in order to preserve their quality;
- 6.3 all information relating to any possible risks to health and safety presented by the Goods;
- 6.4 all information specifically regarding hazardous substances and any dangerous properties the Goods may have; and
- 6.5 full instructions for use and clear and conspicuous warnings relating to any conditions which are necessary to ensure safety in use in each case with sufficient detail to enable the University and any end user to understand any possible risks to health and safety.

#### 7. **AUDIT**

7.1 The University is entitled from time to time throughout the period of performance by the Supplier of each Contract and for up to twelve (12) months thereafter on reasonable notice to require the Supplier to permit or procure permission for a duly authorised employee or representative, a competent authority or an external

auditor of the Customer (an "Auditor") to audit the Supplier's records, systems and procedures (whether current or past):

- 7.1.1 to assess whether the Price has been properly calculated in accordance with these Terms;
- 7.1.2 to assess compliance of the Supplier with these Terms;
- 7.1.3 to assess sustainability aspects of the Supplier's performance; and
- 7.1.4 for other reasons which the University (acting reasonably) considers to be legitimate.

7.2 The Supplier shall for the purpose of the audit provide or procure access to the records, systems, procedures and staff as may be reasonably necessary or desirable in connection with the audit, and shall permit the Auditor to take copies of relevant documents and data.]

#### **PAYMENT**

8.1 Unless the Order provides for payment for Goods and Services to be made against the Supplier's monthly statements of account, the Supplier may only invoice the University on or after delivery of the Goods or supply of the Services with a separate invoice for each individual delivery or supply. Invoices will not be accepted unless they quote the number of the relevant Order. Invoices shall be sent to the address specified on the Order as the invoicing address. If the Order provides for payment for Goods and Services to be made against monthly statements of account, each monthly statement of account must contain particulars of the Orders and invoices (if applicable) to which it relates and must be submitted in accordance with the University's instructions.

8.2 Unless otherwise stated in the Order, the University shall pay the Price of the Goods and the Services within thirty (30) days after the end of the month of receipt by the University of a proper invoice or monthly statement of account (as applicable) or, if later, after acceptance of the Goods or Services in question by the University.

8.3 Time of payment shall not be of the essence of the Contract.

8.4 The University shall be entitled to deduct from the Price:-

- 8.4.1 the unit price for such proportion of the Goods as may be defective and rejected by the University together with the costs of returning such Goods to the Supplier;
- 8.4.2 any costs and expenses incurred by the University as a consequence of the Supplier failing to deliver the Goods to the correct destination;
- 8.4.3 the fees, charges and other costs incurred by the University arising out of any Services not provided or provided inadequately by the Supplier to the University;
- 8.4.4 any amount which is disputed by the University, pending resolution of such dispute; and
- 8.4.5 any sums owing by the Supplier to the University or any other company within the Supplier's group on any contract.

8.5 If any payment of the Price of the Goods and the Services (after any deductions made under Term 8.4) is overdue, interest at the rate of four per cent (4%) above the base rate from time to time of the Bank of England shall accrue on the unpaid amount of that payment from the date that that payment becomes overdue until date of payment. The provisions of this Term 8.5 provide a substantial contractual remedy for late payment of a debt under these Terms and as such are fair and reasonable.

#### **DELIVERY**

9.1 The Goods shall be delivered to, and the Services shall be performed at, the address specified by the University on the date or within the period stated in the Order, in

either case during the University's usual business hours. The University reserves the right to amend any delivery instructions. Delivery of the Goods or the Services shall be deemed to be made on receipt of such Goods or Services by the University in accordance with all terms of the Contract.

- 9.2 Where the date of delivery of the Goods or performance of the Services is to be specified after the placing of the Order, the Supplier shall give the University reasonable notice of the specified date and all information reasonably required by the University to enable it to accept delivery or performance.
- 9.3 Time of delivery of the Goods and performance of the Services is of the essence of the Contract. Notwithstanding this, if for any reason the University requests delivery or performance to be delayed, the Supplier shall agree to such request at no extra cost to the University and the provisions of this Term 9 shall apply to any such revised date for delivery or performance.
- 9.4 A delivery note stating the number of the Order and the description and quantity of Goods supplied must accompany each consignment of the Goods and must be displayed prominently.
- 9.5 Delivery or performance by instalments shall not be accepted by the University unless previously agreed in writing. If Goods are to be delivered or Services are to be performed by instalments, the Contract will be treated as a single contract and not severable.
- 9.6 The University shall not be obliged to return to the Supplier any packaging or packing materials for the Goods whether or not any Goods are accepted by the University.

#### 10. **ACCEPTANCE**

- 10.1 The University shall be entitled to reject all or any part of the Goods delivered or Services performed which are not in accordance with the Contract, including a right to reject defective Goods even if the defect is minor.
- 10.2 The University shall not be deemed to have accepted any Goods or Services until the University has had a reasonable time to inspect and test them following delivery or, if later, within a reasonable time after any latent defect has become apparent.
- 10.3 The University shall not be deemed to have accepted the Goods or Services by virtue of having required the Supplier to repair or replace Goods or Services under these Terms.

#### 11. **RISK AND PROPERTY**

- 11.1 Risk of damage to or loss of the Goods shall pass to the University upon delivery to the University in accordance with the Contract. Transit and offloading of the Goods shall be at the Supplier's risk.
- 11.2 The property in the Goods shall pass to the University upon delivery, unless payment for the Goods is made prior to delivery, when it shall pass to the University once payment has been made and the Goods have been appropriated to the Contract.

#### 12. **COMPLIANCE**

- 12.1 The Supplier shall comply with:
- 12.1.1 the General Product Safety Regulations 2005;
- 12.1.2 the Bribery Act 2010;
- 12.1.3 the Equality Act 2010;
- 12.1.4 all applicable regulations and other legal requirements concerning the manufacture, packaging, labelling, delivery, use, installation and maintenance of the Goods and performance of the Services and concerning hazardous substances;
- 12.1.5 all of the University's policies which are notified to it from time to time (including the University's Equality and Diversity Policy, Anti-Corruption Policy and Bribery Act Compliance Commitment, all available upon request); and
- 12.1.6 all reasonable instructions issued by the University in relation to the performance by the

Supplier of its obligations under this Agreement.

- 12.2 Where requested by the University, the Supplier shall co-operate in good faith with:
- 12.2.1 third parties in the performance by the Supplier of its obligations under this Agreement; and
- 12.2.2 with any service providers which are replacing the Supplier in order to effect a smooth handover.
- 12.3 Any Goods which are hazardous shall be marked with the appropriate international danger symbol and the name of the goods or materials in English. The Supplier shall observe all the United Kingdom and international agreements relating to the packing, labelling and carriage of hazardous goods or substances.

#### **WARRANTIES**

- 13.1 The Supplier warrants to the University that it is fully experienced, qualified, equipped, organised and financed to perform its obligations under the Contract, and warrants to the University that the Goods:-
- 13.1.1 will be of satisfactory quality and fit for any purpose held out by the Supplier or made known to the Supplier at the time the Order is placed, or if no purpose is so held out or made known, for all purposes for which the Goods are commonly supplied;
- 13.1.2 where no Specification or sample has been provided, will meet the University's performance criteria and conform to best industry practice;
- 13.1.3 will be free from defects in design, material and workmanship;
- 13.1.4 will correspond with any relevant Specification or sample or both;
- 13.1.5 will not infringe any Intellectual Property Rights of any person;
- 13.1.6 will comply with all statutory requirements, regulations and EU regulations relating to the manufacture and sale of the Goods, product safety, packaging, labelling, use, installation and maintenance and hazardous substances (including the appropriate British Standard or equivalent specification unless otherwise agreed); and
- 13.1.7 will comply with the general requirements of safety in terms of risk presented to the health and safety of persons.
- 13.2 The Supplier warrants to the University that the Services:-
- 13.2.1 will be performed by appropriately qualified and trained personnel, with due care and diligence and to such high standards of quality as it is reasonable for the University to expect in all the circumstances; and
- 13.2.2 will comply with all statutory requirements, regulations and EU regulations relating to the performance of the Services.
- 13.3 Unless otherwise stipulated in the Order, the warranties set out in this Term 13 shall continue in force (notwithstanding acceptance by the University of all or any part of the Goods or Services) for twelve (12) months from the date of first use of the Goods or completed performance of the Services in question.

#### **CERTAIN RIGHTS AND REMEDIES ON DEFAULT**

- 14.1 Each right or remedy of the University is without prejudice to any other right or remedy of the University, whether or not under the Contract.
- 14.2 If Goods are not delivered or Services are not performed on the due date then the University shall be entitled to cancel the Order (or any part) without liability to the Supplier and purchase substitute items or services elsewhere and recover from the Supplier any loss or additional costs incurred.

14.3 If the University exercises its rights under Term 14.2, then if any other goods or services have been ordered or delivered and those other goods or services cannot in the University's reasonable opinion be used as satisfactorily as intended without the Goods or Services rejected or cancelled, the University may also cancel or return (at the Supplier's cost and risk) all or any of those other goods or services. In such circumstances the University shall be entitled to recover from the Supplier any loss thereby incurred including the additional costs of acquiring replacements for those other goods or services from another supplier.

14.4 If any Goods or Services are not supplied or performed in accordance with the Contract, then the University shall be entitled at any time within the twelve (12) month period from the date of first use of the Goods or completed performance of the Services (as applicable):-

14.4.1 to require the Supplier to repair the Goods or (at the University's sole option) to supply replacement Goods or Services in accordance with the Contract within seven (7) days (and the provisions of this Term 14 shall apply to any such repaired or replaced Goods or Services); or

14.4.2 whether or not the University has previously required the Supplier to repair the Goods or to supply any replacement Goods or Services, to treat the Contract as discharged by the Supplier's breach and require the repayment of any part of the Price which has been paid.

## 15. **INDEMNITY**

**The Supplier shall indemnify the University in full and on an after tax basis against all liabilities, losses (whether direct or indirect and including loss of profits), damages (including special and consequential damages), costs and expenses (including legal expenses) awarded against or incurred or paid by the University as a result of or in connection with:-**

15.1 **breach of any warranty given by the Supplier in relation to the Goods or the Services;**

15.2 **any claim that the Goods infringe, or their importation, use or resale infringes the Intellectual Property Rights of any other person, except to the extent that the claim arises from compliance with any Specification supplied by the University;**

15.3 **any claim made against the University in respect of any breach or alleged breach by the University of any statutory provision, regulation or other rule of law arising from the acts or omissions of the Supplier or its employees, agents or subcontractors;**

15.4 **any liability under the Consumer Protection Act 1987 in respect of the Goods;**

15.5 **any liability under the General Product Safety Regulations 2005 in respect of the Goods and any claims which might arise as a result of the Goods being a risk to health and safety or otherwise unsafe;**

15.6 **any liability under regulations relating to hazardous substances in respect of the Goods or the Services or both; and**

15.7 **any act or omission of the Supplier or its employees, agents or sub-contractors in supplying, delivering and installing the Goods or in performing the Services, including any injury, loss or damage to persons caused or contributed to by any of their negligence or by faulty design, workmanship or materials (except to the extent that the injury, loss or damage is caused by the negligent act or omission of the University).**

## 16. **INSTALLATION AND WORK ON SITE**

16.1 The Supplier shall at all times whilst on the University's premises or on site comply with and procure that its employees, agents and subcontractors comply with:-

16.1.1 all relevant statutory and other legal requirements relating to the provision of Services;

16.1.2 all health and safety legislation; and

16.1.3 all security and safety rules, from time to time in force on those premises or site and the Supplier will be deemed to have full knowledge of such requirements, legislation and rules, copies of which shall be supplied on request.

16.2 Where the Supplier is responsible for installation of the Goods or providing Services or both, such installation and Services shall be carried out to the satisfaction of the University's authorised representative, who will issue a commissioning certificate which does not constitute acceptance of the Goods and Services. The Supplier shall clear away and remove from the University's premises or site all installation plant, service materials, rubbish and temporary works and leave the premises or site and the Goods in a clean and workmanlike condition. The Supplier may be prior arrangement with the University leave such equipment and spare parts on such premises or site as may be necessary to carry out its duties under the Order but does so at its own risk.

## **INSURANCE**

The Supplier shall at all times maintain insurance cover with a reputable insurer against its liability under the Contract and shall produce the policy and latest premium receipt to the University on demand.

## **LICENCES AND INTELLECTUAL PROPERTY RIGHTS**

18.1 The Supplier grants the University an irrevocable, non-exclusive and royalty-free licence to use, repair, alter or relocate the Goods whether by itself or through its employees, agents or subcontractors.

18.2 The Supplier hereby assigns to the University free from all charges and other encumbrances all right, title, and interest in and to the Intellectual Property Rights subsisting in or relating to the Deliverables, together with all rights of action arising or accrued in relation to those Intellectual Property Rights, including the right to take proceedings and to seek and recover damages, the right to obtain delivery-up of all infringing copies and all other remedies for past infringement.

18.3 Any Specification supplied by the University to the Supplier or specifically produced by the Supplier for the University in connection with a Contract, together with any Intellectual Property Rights in a Specification, shall be the exclusive property of the University and delivered to the University with the Goods or supply of the Services.

18.4 The Supplier represents, warrants and undertakes that neither the Deliverables nor the provision nor receipt of the Services shall infringe any Intellectual Property Rights.

18.5 The Supplier shall indemnify the University against any loss, damage, cost and expenses and against any claim, allegation, action, dispute or proceedings that the Deliverables or the provision or receipt of the Services infringe any Intellectual Property Rights.

18.6 The Supplier shall not use the University's logo or any of the University's Intellectual Property Rights without the express written consent of the University.

## **TERMINATION**

19.1 The University shall be entitled to cancel the Order in respect of all or part only of the Goods or the Services or both by giving notice to the Supplier at any time prior to delivery or performance without incurring any liability to the Supplier other than to pay for any Goods and Services already delivered or performed at the time of such notice.

19.2 The University shall be entitled to terminate immediately the Contract without liability to the Supplier and reserving all rights of the University by giving notice to the Supplier at any time if:-

19.2.1 the Supplier is in material breach of any of its obligations under these Terms and that breach cannot be remedied;

19.2.2 the Supplier is in material breach of an obligation under these Terms which can be remedied, but the Supplier fails to do so

within seven (7) days starting on the day after receipt of notice from the University;

19.2.3 the Supplier experiences an Insolvency Event;22. or

19.2.4 the person or persons having Control of the Supplier at the date of the placement of the Order by the University shall cease to have such Control.

19.3 For the purposes of Terms 19.2.1 and 19.2.2:-

19.3.1 a breach is capable of remedy if time is not of the essence in performance of the obligation and if the Supplier can comply with the obligation within the seven (7) day period; and  
19.3.2 a breach can be material irrespective of whether any actual loss has been incurred or will be incurred as a consequence of the breach or intended breach.

23.

19.4 If delivery is incomplete then, without prejudice to its other rights, the University may accept or reject the Goods or Services delivered or performed and cancel or vary the balance of the Order.

19.5 The provisions of Terms 7 (Audit), 12.2.2 (handover to replacement service providers), 13 (Warranties), 15 (Indemnity), 18 (Licences and Intellectual Property Rights), 20 (Confidentiality), 21 (Freedom of Information), 22 (Data Protection), 23 (Notices) and 24 (General) shall remain in force notwithstanding completion, cancellation or termination of the Contract.

## 20. CONFIDENTIALITY

20.1 All information supplied to the Supplier by the University or obtained by the Supplier at any time in connection with the Contract and any Specification:-

20.1.1 is and remains the University's property and must be returned to the University on request;

20.1.2 shall be regarded as confidential and shall be kept confidential by the Supplier; and

20.1.3 shall not without the prior written consent of the University be published or disclosed to any third party or used by the Supplier except for the purpose of implementing the Order or to the extent that it is or becomes public knowledge through no fault of the Supplier.

24.

20.2 The Supplier shall not advertise or announce the supply of the Goods or the Services to the University, or engage in any publicity linked to the University, without the University's prior written consent.

20.3 The Supplier acknowledges that damages may not be an adequate remedy for any breach of this Term 20 and that the University shall be entitled to the remedies of injunction and other equitable relief for any actual or threatened breach of this Term 20.

## 21. FREEDOM OF INFORMATION

21.1 The Supplier acknowledges that the University is subject to the requirements of Access Law, that Access Law may be updated, amended and replaced from time to time and that the University is therefore subject to legal duties which may require the disclosure of information related to the Supplier or which is provided to the University by the Supplier or both.

21.2 The Supplier agrees to assist and co-operate with the University (at the Supplier's expense) to enable the University to comply with Access Law.

21.3 The Supplier agrees that the University shall be responsible for determining in its absolute discretion whether any information of or about the Supplier requested pursuant to any Access Law may be subject to an exemption under such a law from a requirement to disclose the information requested and whether such information should be disclosed in response to a request for information under any Access Law.

21.4 The Supplier will provide the University as soon as possible and in any event within five (5) days of a request being made by the University with all such information which is in the possession or power of the Supplier and which is necessary to enable the University to comply with

any request for information served on the University pursuant to any Access Law.

## DATA PROTECTION

22.1 The Supplier shall comply with the provisions and obligations imposed on it by the Data Protection Act 1998 (the "DPA").

22.2 The Supplier shall process Personal Data (as defined in the DPA) solely in accordance with the instructions from the University only.

22.3 The Supplier shall establish and maintain technical and organisational measures which comply with provisions equivalent to those imposed on a data controller under the seventh principle of the DPA in order to avoid unauthorised or unlawful processing of the Personal Data and accidental loss or destruction of, or damage to, the Personal Data.

## NOTICES

23.1 Subject to Term 23.4, any notices given under or in connection with these Terms shall be in writing addressed to the other party at its registered office or principal place of business or such other address as may have been notified for these purposes. Notices addressed to the University shall be marked for the attention of the University Secretary.

23.2 Notices shall be delivered personally or sent by prepaid recorded, special delivery or first class post. A notice is deemed to have been received if delivered personally, at the time of delivery, if sent by prepaid recorded, special delivery or first class post, on the second working day after posting (exclusive of the day of posting).

23.3 Subject to Term 23.4, a notice given under or in connection with a Contract is not valid if sent by electronic mail.

23.4 Day to day communications between the parties relating to Order processes, the performance by the Supplier of the Services and the delivery of the Goods shall not constitute 'notices' for the purposes of this Term 23, and the parties shall be permitted to send such communications by email to such email addresses as may be notified to each party by the other from time to time.

## GENERAL

24.1 The Order is personal to the Supplier and the Supplier shall not transfer, assign, charge, dispose of or deal with in any manner or purport to do the same any of its rights or beneficial interests without the prior written consent of the University.

24.2 The Supplier shall not sub-contract any of its obligations under the Contract without the prior written consent of the University.

24.3 Nothing in these Terms or any Contract shall or shall be deemed to create a partnership between the parties.

24.4 Any waiver by the University of any breach is not a waiver of any subsequent breach.

24.5 Failure or delay by the University in enforcing or partially enforcing any provision of the Contract is not a waiver of any of its rights under the Contract.

24.6 If any provision of these Terms is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Terms and the remainder of the provision in question shall not be affected.

24.7 The Contract and any disputes or claims (including non-contractual disputes or claims) arising out of or in connection with the Contract shall be governed by the laws of England, and the parties submit to the exclusive jurisdiction of the English Courts. This Condition is for the benefit of the University only and as a result the University shall not be prevented from taking proceedings in any other courts with jurisdiction, whether concurrently or not.

24.8 The Contract does not create, confer or purport to confer any benefit or right enforceable by any person not a party to it by virtue of the Contracts (Rights of Third Parties) Act 1999.

## ADDITIONAL TERMS

As part of the Services the Supplier will be handling Personal Data (as defined in the DPA) belonging to the University. With respect to the parties' rights and obligations under this Contract, the parties acknowledge that, except where otherwise agreed, the University is the Data Controller and the Supplier is the Data Processor.

1. The Supplier shall
  - 1.1 take reasonable steps to ensure the reliability of any Supplier personnel who have access to any Personal Data;
  - 1.2 ensure that any Supplier personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause;
  - 1.3 ensure that none of the Supplier personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the University;
  - 1.4 notify the University (within five working days) if it receives:
    - a) a request from a Data Subject to have access to that person's Personal Data; or
    - b) a complaint or request relating to the University's obligations under the DPA;
  - 1.5 provide the University with full co-operation and assistance in relation to any complaint or request made, including by:
    - a) providing the University with full details of the complaint or request;
    - b) complying with a data access request within the relevant timescales set out in the DPA and in accordance with the instructions of the University;
    - c) providing the University with any Personal Data it holds in relation to a Data subject (within the timescales required by the University); and
    - d) providing the University with any information requested by the University;
  - 1.6 provide a written description of the technical and organisational methods employed by the Supplier for processing Personal data (within the timescales required by University): and
  - 1.7 not Process Personal Data outside the European Economic Area without the prior written consent of the University and, where the University consents to transfer, to comply with:
    - a) the obligations of the Data Controller under the Eight Data Protection Principle set out in Schedule 1 of the DPA by providing an adequate level of protection to any Personal Data that is transferred; and
    - b) any reasonable instructions notified to it by the University.
2. The Supplier shall comply at all times with the DPA and shall not perform its obligations under this Contract in such a way as to cause the University to breach any of its applicable obligations under the DPA.
3. Save as set out in these Terms, any unauthorised processing, use or disclosure of personal data by the Supplier is strictly prohibited.
4. The Supplier shall be liable for and shall indemnify (and keep indemnified) the University against each and every action, proceeding, liability, cost, claim, loss, expense (including reasonable legal fees and disbursements on a solicitor client basis) and demands incurred by the University which arise directly or in connection with the Supplier's data processing activities under this contract, including without limitation those arising out of any third party demand, claim or action, or any breach of contract, negligence, fraud, wilful misconduct, breach of statutory duty or non-compliance with any part of the DPA by the Supplier or its employees, servants, agents or sub-contractors.