



**GENERAL TERMS AND CONDITIONS
FOR THE SUPPLY OF GOODS AND
SERVICES**

1 Interpretation

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

“**Business Day**” means a day (other than a Saturday, Sunday or public holiday) when banks in London are open for business;

“**Charges**” means the charges payable by UCL for the supply of the Services in accordance with clause 9.2;

“**Commencement Date**” has the meaning set out in clause 2.3;

“**Conditions**” means the terms and conditions set out in this document as amended from time to time in accordance with clause 21.11;

“**Contract**” means the contract between UCL and the Supplier for the sale and purchase of the Goods and/or the supply of Services in accordance with these Conditions;

“**Data Processor**” has the meaning as set out in the Data Protection Act 1998;

“**Deliverables**” means all documents, products and materials developed by the Supplier or its agents, contractors and employees as part of or in relation to the Services in any form or media, including without limitation drawings, maps, plans, diagrams, designs, pictures, computer programs, data, specifications and reports (including drafts);

“**Environmental Information Regulations**” means the Environmental Information Regulations 2004 together with any guidance and/or codes of practice issued by the Information Commissioner or relevant government department in relation to such regulations;

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

“**Goods**” means the goods (or any part of them) set out in the Order;

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

“Order” means the order by UCL for the supply of Goods and/or Services, as set out in the purchase order of UCL, or in UCL’s written acceptance of the Supplier’s quotation, as the case may be;

“Personal Data” has the meaning as set out in the Data Protection Act 1998;

“Request for Information” means a request for information under FOIA or the Environmental Information Regulations;

“Services” means the services, including the provision of any Deliverables, to be provided by the Supplier under the Contract as set out in the Specification;

“Specification” means any specification for the Goods, including any related plans and drawings, and/or description or specification for the Services, agreed in writing by UCL and the Supplier;

“Supplier” means the person or firm from whom UCL purchases the Goods and/or Services;

“UCL” means University College London (a body corporate established by Royal Charter with company number RC000631) of Gower Street, London, WC1E 6BT; and

“UCL Materials” has the meaning set out in clause 5.3.9.

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

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

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

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

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

1.2.5 A reference to **writing** or **written** includes faxes and e-mails.

2 Basis of contract

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

2.2 The Order constitutes an offer by UCL to purchase the Goods and/or Services in accordance with these Conditions.

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

2.3.1 the Supplier issuing a written acceptance of the Order; or

2.3.2 the Supplier doing any act consistent with fulfilling the Order,

at which point and on which date the Contract shall come into existence ("**Commencement Date**").

2.4 For the avoidance of doubt, payment of charges by UCL pursuant to this Contract is subject to UCL having issued to the Supplier a purchase order in respect of those charges.

3 Supply of Goods

3.1 The Supplier warrants and undertakes that the Goods shall:

3.1.1 correspond with their description and any applicable Specification;

3.1.2 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979, as amended) and fit for any purpose held out by the Supplier or

made known to the Supplier by UCL expressly or by implication, and in this respect UCL relies on the skill and judgement of the Supplier;

- 3.1.3 be free from defects in design, material and workmanship and remain so for 12 months after delivery; and
 - 3.1.4 comply with all applicable statutory and regulatory requirements relating to the manufacture, labelling, packaging, storage, handling and delivery of the Goods and inform UCL of all information known or reasonably available to the Supplier as to any hazards believed to exist in connection with the transport, handling or use of the Goods,.
- 3.2 The Supplier shall ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract. The Supplier warrants and undertakes to ensure that all staff employed to perform the Services under this Contract have the right to work in the United Kingdom.
- 3.3 UCL shall have the right to inspect and test the Goods at any time before delivery.
- 3.4 If following such inspection or testing UCL considers that the Goods do not conform or are unlikely to comply with the warranties and undertakings of the Supplier at clause 3.1, UCL shall inform the Supplier and the Supplier shall immediately take such remedial action as is necessary to ensure compliance.
- 3.5 Notwithstanding any such inspection or testing, the Supplier shall remain fully responsible for the Goods and any such inspection or testing shall not reduce or otherwise affect the obligations of the Supplier under the Contract, and UCL shall have the right to conduct further inspections and tests after the Supplier has carried out its remedial actions.

4 Delivery of Goods

- 4.1 The Supplier shall ensure that:
- 4.1.1 the Goods are properly packed and secured in such manner as to enable them to reach their destination in good condition;
 - 4.1.2 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, the 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;

4.1.3 if the Supplier requires UCL to return any packaging material to the Supplier, that fact is clearly stated on the delivery note. Any such packaging material shall be returned to the Supplier at the cost of the Supplier.

4.2 The Supplier shall deliver the Goods:

4.2.1 on the date specified in the Order, or, if no such date is specified, within 28 days of the date of the Order;

4.2.2 to the premises of UCL at Gower Street, London, WC1E 6BP, United Kingdom or such other location as is set out in the Order, or as instructed by UCL prior to delivery ("**Delivery Location**"); and

4.2.3 during the normal business hours of UCL, or as instructed by UCL.

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

4.4 The Supplier shall not deliver the Goods in instalments without the prior written consent of UCL. Where it is agreed that the Goods are to be 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 UCL to the remedies set out in clause 6.

5 Supply of Services

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

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

5.3 In providing the Services, the Supplier warrants and undertakes to:

- 5.3.1 co-operate with UCL in all matters relating to the Services, and comply with all instructions of UCL;
- 5.3.2 perform the Services with the best care, skill and diligence in accordance with best practice in the Supplier's industry, profession or trade;
- 5.3.3 use personnel who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with this Contract;
- 5.3.4 ensure that the Services and Deliverables will conform with all descriptions and specifications set out in the Specification, and that the Deliverables shall be fit for any purpose expressly or impliedly made known to the Supplier by UCL;
- 5.3.5 provide all equipment, tools and vehicles and such other items as are required to provide the Services;
- 5.3.6 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 UCL, will be free from defects in design, material and workmanship, and remain so for 12 months after delivery;
- 5.3.7 ensure that at all times it has and maintains all the licences, permissions, authorisations, consents and permits that it needs to carry out its obligations under the Contract;
- 5.3.8 observe all health and safety rules and regulations and any other security requirements that apply at any of UCL's premises;
- 5.3.9 hold all materials, equipment and tools, drawings, Specifications and data supplied by UCL to the Supplier ("**UCL Materials**") in safe custody at its own risk, maintain UCL Materials in good condition until returned to UCL, and not dispose or use UCL Materials other than in accordance with UCL's written instructions or authorisation; and
- 5.3.10 not do or omit to do anything which may cause UCL to lose any licence, authority, consent or permission on which it relies for the purposes of

conducting its business, and the Supplier acknowledges that UCL may rely or act on the Services.

6 Remedies

6.1 If the Goods are not delivered on the date they are due as referred to in clause 4.2.1, or do not comply with the warranties and undertakings set out in clause 3.1 (whether or not UCL has accepted the Goods), and/or the Supplier fails to perform the Services, then, without limiting any of its other rights or remedies, UCL shall have the right to any one or more of the following remedies:

6.1.1 to terminate the Contract;

6.1.2 to reject the Goods (in whole or in part) and return them to the Supplier at the own risk and expense of the Supplier;

6.1.3 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);

6.1.4 to refuse to accept any subsequent delivery of the Goods and/or performance of the Services which the Supplier attempts to make;

6.1.5 to recover from the Supplier any costs incurred by UCL in obtaining substitute goods and/or services from a third party;

6.1.6 where UCL has paid in advance for Services that have not been provided by the Supplier, to have such sums refunded by the Supplier ; and/or

6.1.7 to claim damages for any other costs, loss or expenses incurred by UCL which are in any way attributable to the failure of the Supplier to carry out its obligations under the Contract.

6.2 These Conditions shall apply to any substituted or remedial services and/or any repaired or replacement Goods supplied by the Supplier.

6.3 The rights and remedies of UCL under these Conditions are in addition to its rights and remedies implied by statute and common law.

7 Title and risk

7.1 Title and risk in the Goods shall pass to UCL on completion of delivery.

8 UCL's obligations

8.1 UCL shall:

- 8.1.1 provide the Supplier with reasonable access at reasonable times to UCL's premises for the purpose of providing the Services; and
- 8.1.2 provide such information to the Supplier as the Supplier may reasonably request and UCL considers reasonably necessary for the purpose of providing the Services.

9 Price and payment

- 9.1 The price of the Goods shall be the price set out in the Order, or, if no price is quoted, the price set out in the published price of the Supplier list in force as at the date the Contract came into existence and 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 UCL and a new purchase order has been issued by UCL in respect of the extra charges.
- 9.2 The Charges for the Services shall be set out in the Order or in the Specification, 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 UCL, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 9.3 In respect of the Goods, the Supplier may invoice UCL on or at any time after the completion of delivery. In respect of Services, the Supplier shall invoice UCL on completion of the Services unless otherwise agreed by UCL in writing. The correct purchase order number must be quoted on all invoices and the invoice must be addressed to the invoice address stated on the purchase order and marked for the attention of "Accounts Payable".
- 9.4 Where the Supplier submits an invoice to UCL in accordance with clause 9.3, UCL will consider and verify that invoice in a timely fashion.
- 9.5 UCL shall pay valid and undisputed invoices within 30 days of receipt of the invoice. Payment shall be made to the bank account nominated in writing by the Supplier.

- 9.6 Where UCL fails to comply with clause 9.4, and there is an undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of clause 9.5 after a reasonable time has passed.
- 9.7 Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
- 9.7.1 provisions having the same effect as clauses 9.4 to 9.6 of this Contract;
and
- 9.7.2 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 9.4 to 9.7 of this Contract.
- 9.8 In clause 9.7, "Sub-Contract" means a contract between two or more suppliers, at any stage of remoteness from UCL 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 Contract.
- 9.9 All amounts payable by UCL under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being ("**VAT**"). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to UCL, UCL 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.
- 9.10 If a party fails to make any payment due to the other under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 3% per annum above the base rate of Barclays Bank PLC from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments the defaulting party disputes in good faith.
- 9.11 The Supplier shall maintain complete and accurate records of the time spent and materials used by the Supplier in providing the Services, and shall allow UCL to inspect such records at all reasonable times on request.

9.12 UCL may, without limiting any other rights or remedies it may have, set-off any amount owed to it by the Supplier against any amounts payable by it to the Supplier under the Contract or any other contract between the parties.

10 Intellectual property rights

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

10.2 The Supplier assigns to UCL, (by way of present assignment of all current and future rights) with full title guarantee and free from all third party rights, all Intellectual Property Rights in the products of the Services, including for the avoidance of doubt the Deliverables.

10.3 The Supplier shall obtain waivers of all moral rights in the products, including for the avoidance of doubt the Deliverables, of the Services to which any individual is now or may be at any future time entitled under Chapter IV of Part I of the Copyright Designs and Patents Act 1988 or any similar provisions of law in any jurisdiction.

10.4 The Supplier shall, promptly at UCL's request, do (or procure to be done) all such further acts and things and the execution of all such other documents as UCL may from time to time require for the purpose of securing for UCL the full benefit of the Contract, including all right, title and interest in and to the Intellectual Property Rights assigned to UCL in accordance with clause 10.2.

10.5 The Supplier acknowledges that all UCL Materials and all rights in UCL Material are and shall remain the exclusive property of UCL.

11 Indemnity

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

- 11.1.1 any claim made against UCL for actual or alleged infringement of a third party's Intellectual Property Rights arising out of, or in connection with, the supply or use of the Goods, or receipt, use or supply of the Services;
- 11.1.2 any claim made against UCL by a third party arising out of, or in connection with, the supply of the Goods or Services, to the extent that such claim arises out of the breach, negligent performance or failure or delay in performance of the Contract by the Supplier, its employees, agents or subcontractors; and
- 11.1.3 any claim made against UCL by a third party for death, personal injury or damage to property arising out of, or in connection with, defects in Goods, to the extent that the defect in the Goods is attributable to the acts or omissions of the Supplier, its employees, agents or subcontractors.

11.2 This clause 11 shall survive termination of the Contract.

12 Insurance

12.1 During the term of the Contract and for a period of two years thereafter, the Supplier shall at its own cost maintain in force, with a reputable insurance company, a policy or policies of insurance providing an adequate level of cover (including without limitation, professional indemnity insurance, product liability insurance and public liability insurance) to cover such liability as may arise under or in connection with the Contract, and shall, on the request of UCL, produce the insurance certificate giving details of cover and the receipt for the current year's premium in respect of each insurance.

13 Compliance with relevant requirements

13.1 The Supplier shall:

- 13.1.1 comply with all applicable laws, statutes, regulations and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("**Relevant Requirements**");
- 13.1.2 not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;

- 13.1.3 comply with such ethics, anti-bribery and anti-corruption policies of UCL from time to time in force as are provided to the Supplier from time to time;
 - 13.1.4 have and shall maintain in place throughout the term of this Contract its own policies and procedures, including but not limited to adequate procedures under the Bribery Act 2010, to ensure compliance with the Relevant Requirements and clause 13.1.2, and will enforce them where appropriate; and
 - 13.1.5 promptly report to UCL any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this Contract.
- 13.2 The Supplier shall ensure that any person associated with the Supplier who is providing goods or services in connection with this Contract does so only on the basis of a written contract which imposes on and secures from such person terms equivalent to those imposed on the supplier in this clause 13 (“**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 UCL for any breach by such persons of any of the Relevant Terms.
- 13.3 Breach of this clause 13 shall be deemed a material breach under clause 19.2.1.
- 13.4 For the purposes of this clause 13, the meaning of adequate procedures and whether a person is associated with another person shall be determined in accordance with section 7(2) of the Bribery Act 2010 (and any guidance issued under section 9 of that Act), sections 6(5) and 6(6) of that Act and section 8 of that Act respectively. For the purposes of this clause 13 a person associated with the Supplier includes but is not limited to any subcontractor of the Supplier.

14 Anti-slavery

- 14.1 In performing its obligations under this Contract, the Supplier shall and (if applicable) shall ensure that each of its subcontractors shall comply with the Modern Slavery Act 2015.
- 14.2 The Supplier represents and warrants that:

- 14.2.1 it conducts its business in a manner that is consistent with the Modern Slavery Act 2015;
- 14.2.2 neither the Supplier nor any of its officers, employees or other persons associated with it:
- (i) has been convicted of any offence involving slavery and human trafficking; and
 - (ii) has been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.
- 14.3 The Supplier shall implement due diligence procedures for its own suppliers, subcontractors and other participants in its supply chains, to ensure that there is no slavery or human trafficking in its supply chains.
- 14.4 If UCL permits the Supplier to subcontract its obligations, the Supplier shall implement an appropriate system of due diligence, audit and training designed to ensure compliance with the Modern Slavery Act 2015.
- 14.5 The Supplier shall notify UCL as soon as it becomes aware of:
- 14.5.1 any breach, or potential breach, of the Modern Slavery Act 2015; or
 - 14.5.2 any actual or suspected slavery or human trafficking in a supply chain which has a connection with this Contract.
- 14.6 The Supplier shall prepare and deliver to UCL no later than 1st June in each year or at such other time on request by UCL, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.
- 14.7 The Supplier shall:
- 14.7.1 maintain a complete set of records to trace the supply chain of all Goods and/or Services provided to UCL in connection with this Contract; and

- 14.7.2 implement annual supplier and subcontractor audits, either directly or through a third party auditor to monitor compliance with the Modern Slavery Act 2015.
- 14.8 The Supplier shall implement a system of training for its employees to ensure compliance with the Modern Slavery Act 2015.
- 14.9 The Supplier shall keep a record of all training offered and completed by its employees to ensure compliance with the Modern Slavery Act 2015 and shall make a copy of the record available to UCL on request.
- 14.10 The Supplier shall indemnify UCL against any losses, liabilities, damages, costs (including but not limited to legal fees) and expenses incurred by, or awarded against, UCL as a result of any breach of the Modern Slavery Act 2015.

15 Confidentiality

- 15.1 A party ("**Receiving Party**") shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are disclosed to the Receiving Party by the other party ("**Disclosing Party**"), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business, its products or its services which the Receiving Party may obtain.
- 15.2 The Receiving Party shall only disclose such confidential information to those of its employees, agents or subcontractors who need to know the same for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors shall keep such information confidential. This clause 15 shall survive termination of the Contract.
- 15.3 The provisions of this clause 15 shall not apply to any confidential information which:
- 15.3.1 is in or enters the public domain other than by breach of the Contract or other act or omissions of the Receiving Party;
 - 15.3.2 is obtained by a third party who is lawfully authorised to disclose such information;
 - 15.3.3 is authorised for release by the prior written consent of the Disclosing Party; or

15.3.4 the disclosure of which is required to ensure the compliance of UCL with FOIA.

15.4 Each party may disclose the other party's confidential information as may be required by law, court order or any governmental or regulatory authority.

15.5 No party shall use any other party's confidential information for any purpose other than to perform its obligations under this Contract.

16 Data protection and freedom of information

16.1 The Supplier shall comply with its obligations under the Data Protection Act 1998 which arise in connection with this Contract.

16.2 Notwithstanding the general obligation in clause 16.1, where the Supplier is processing Personal Data as a Data Processor for UCL, the Supplier shall ensure that it has in place appropriate technical and contractual measures to ensure the security of the Personal Data and to guard against unauthorised or unlawful processing of the Personal Data and against accidental loss or destruction of, or damage to, the Personal Data. Furthermore the Supplier shall not transfer any Personal Data out of the European Economic Area without UCL's prior written consent.

16.3 The Supplier acknowledges that UCL is subject to the requirements of FOIA and the Environmental Information Regulations and shall assist and co-operate with UCL (at the Supplier's expense) to enable UCL to comply with these information disclosure requirements.

16.4 The Supplier shall:

16.4.1 transfer any Request for Information to UCL as soon as reasonably practicable after receipt and in any event within three working days of receiving a Request for Information; and

16.4.2 provide UCL with a copy of all information in its possession or power in the form that UCL requires within five working days of UCL requesting that information; and

16.4.3 provide all necessary assistance as reasonably requested by UCL to enable UCL to respond to a Request for Information within the time for

compliance set out in section 10 of FOIA or regulation 5 of the Environmental Information Regulations.

- 16.5 UCL shall be responsible for determining at its absolute discretion whether any information:
 - 16.5.1 is exempt from disclosure in accordance with the provisions of FOIA or the Environmental Information Regulations;
 - 16.5.2 is to be disclosed in response to a Request for Information.
- 16.6 In no event shall the Supplier respond directly to a Request for Information unless expressly authorised to do so by UCL.
- 16.7 The Supplier acknowledges that UCL may, acting in accordance with the Secretary of State for Constitutional Affairs' Code of Practice on the discharge of public authorities' functions under Part 1 of FOIA (issued under section 45 of FOIA, November 2004), be obliged under FOIA or the Environmental Information Regulations to disclose information without consulting with the Supplier or following consultation with the Supplier and having taken its view into account.

17 Equal opportunity

- 17.1 The Supplier shall comply with the Equality Act 2010, and any subordinate legislation made under the Act from time to time, together with any guidance and/or codes of practice issued in relation to such legislation, including but not limited to the Equality and Human Rights Commission Employment Statutory Code of Practice as amended from time to time.
- 17.2 The Supplier shall create a working environment in which all employees, agents and sub-contractors are able to make best use of their skills free from discrimination and/or harassment.
- 17.3 The Supplier shall ensure that all employees, agents and sub-contractors treat visitors, students, clients, suppliers, former staff members and any other persons they come into contact with while supplying the Services equally and without discrimination.
- 17.4 The Supplier shall comply with such equal opportunities and non-discrimination policies of UCL as provided to the Supplier from time to time.

18 **TUPE**

18.1 In this clause 18 the following definitions shall apply:

“Employees” means employees employed by UCL or an Outgoing Supplier who transfer to the Supplier as a result of TUPE;

“Outgoing Supplier” means any person, company, firm or other business entity who provides the Services or services of the same or a similar nature to the Services prior to the Supplier commencing the provision of the Services under this Contract;

“Subsequent Transferring Employees” means any of the Supplier’s employees who, immediately prior to the transfer of the Services to a Successor, is wholly or mainly engaged in the provision of the Services, or part thereof, which are to be undertaken by a Successor;

“Successor” means any person, company, firm or other business entity who provides the Services or services of the same or a similar nature to the Services in immediate or subsequent succession to the Supplier upon the expiry or earlier termination of this Contract; whether that person is a replacement supplier or UCL; and

“TUPE” means the Transfer of Undertakings (Protection of Employment) Regulations 2006.

18.2 It is the responsibility of the Supplier to consider whether or not TUPE applies to the provisions of any Services under this contract and to ensure that it complies with its obligations under TUPE.

18.3 If TUPE applies at the commencement and/or termination of this Contract, the Supplier shall comply with all its obligations under TUPE, co-operate as far as reasonably practical with UCL, any Outgoing Supplier or a Successor in ensuring a smooth transfer, and shall indemnify UCL in full (for its benefit and that of any Successor) against all costs, expenses, damages and losses (whether direct or indirect) including any interest, penalties and legal and other professional fees and expenses awarded against or incurred by UCL or a Successor arising out of or connected with:

18.3.1 any act or omission (including any alleged act or omission) of the Supplier in respect of any Employee or any Subsequent Transferring Employee; or

- 18.3.2 any breach by the Supplier of its obligations under TUPE; or
- 18.3.3 any claim or allegation by an Employee or any other employee of UCL or of any Outgoing Supplier or any Subsequent Transferring Employee that there has or will be a substantial change in such Employee's working conditions to his detriment within regulation 4 (9) TUPE.

19 Termination

- 19.1 UCL may terminate the Contract in whole or in part at any time before delivery of the Goods or performance of the Services is completed with immediate effect by giving the Supplier written notice, whereupon the Supplier shall discontinue all work on the Contract. UCL shall pay the Supplier fair and reasonable compensation for work-in-progress at the time of termination, but such compensation shall not include loss of anticipated profits or any consequential loss.
- 19.2 UCL shall be entitled to terminate the Contract with immediate effect by giving written notice to the Supplier if:
 - 19.2.1 the Supplier commits a material or persistent breach of its obligations under the Contract and (if such breach is remediable) fails to remedy that breach within a period of 30 days after receipt of notice in writing requiring it to do so; or
 - 19.2.2 an order is made or a petition is filed, a notice is given, a resolution is passed for the winding-up of the Supplier or an administrator is appointed by order of the court or by other means to manage the affairs, business and property of the Supplier or a receiver and/or manager or administrative receiver is validly appointed in respect of all or any of the Supplier assets or undertaking or circumstances arise which entitle the Court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the Court to make a winding-up or bankruptcy order or the Supplier takes or suffers any similar or analogous action in consequence of debt; or
 - 19.2.3 the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of the Supplier business; or
 - 19.2.4 the Supplier undergoes a change of control; or

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

19.2.6 the Supplier commits a breach of the Modern Slavery Act 2015.

19.3 On termination of the Contract for any reason:

19.3.1 the Supplier shall immediately deliver to UCL all Deliverables whether or not then complete, and return all UCL Materials. If the Supplier fails to do so, then UCL 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 this Contract;

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

19.3.3 clauses which expressly or by implication survive termination of the Contract shall continue in full force and effect.

20 Force majeure

20.1 Neither party shall be liable to the other for any delay or failure in performing its obligations under the Contract to the extent that such delay or failure is caused by an event or circumstance that is beyond the reasonable control of that party, and which by its nature could not have been foreseen by such party or, if it could have been foreseen, was unavoidable, provided that the Supplier shall use all reasonable endeavours to cure any such events or circumstances and resume performance under the Contract. If any events or circumstances prevent the Supplier from carrying out its obligations under the Contract for a continuous period of more than 90 Business Days, UCL may terminate this Contract immediately by giving written notice to the Supplier.

21 General

21.1 UCL may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

- 21.2 The Supplier shall not assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract without the prior written consent of UCL.
- 21.3 Any notice or other communication required to be given to a party under or in connection with this Contract shall be in writing and shall be delivered by hand or sent by pre-paid first-class post or other next working day delivery service providing proof of postage, or by commercial courier at its registered office (if a company) or (in any other case) its principal place of business, or sent by fax to the other party's main fax number.
- 21.4 Any notice or communication shall be deemed to have been received if delivered by hand, on signature of a delivery receipt or at the time the notice is left at the proper address, or if sent by fax, at 9.00 am on the next Business Day after transmission, or otherwise at 9.00 am on the second Business Day after posting or at the time recorded by the delivery service or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 21.5 If a court or any other competent authority finds that any provision (or part of any provision) of the Contract is invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed deleted, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 21.6 If any invalid, unenforceable or illegal provision of the Contract would be valid, enforceable and legal if some part of it were deleted, the provision shall apply with the minimum modification necessary to make it legal, valid and enforceable.
- 21.7 A waiver of any right or remedy under the Contract is only effective if given in writing and shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a party to exercise any right or remedy provided under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor shall it preclude or restrict the further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that or any other right or remedy.
- 21.8 Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

- 21.9 Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.
- 21.10 A person who is not a party to the Contract shall not have any rights under or in connection with it.
- 21.11 Except as set out in these Conditions, any variation to the Contract, including the introduction of any additional terms and conditions, shall only be binding when agreed in writing and signed by UCL.
- 21.12 The Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.