**CONTRACT**

**made this day of 2023**

**FOR THE SINGLE / ONE-OFF PURCHASE OF**

**GOODS**

**BY:**

**WREXHAM UNIVERSITY**

**FROM**

**[COMPANY NAME] LIMITED**

**CONTRACT PARTICULARS**

|  |  |
| --- | --- |
| **Contract Title** |  |
| **University** | **WREXHAM UNIVERSITY** of [ ] |
| **Contractor** | [**COMPANY NAME**] a company incorporated and registered in England and Wales with company number [Number] with a registered office at [Registered Office Address] |
| **Commencement Date** |  |

|  |  |
| --- | --- |
| **Goods** | As set out in the Specification |
| **Contract Price** | £ [ ] (exclusive of VAT) and /or see Schedule 3 (Contract Price and Payment Details) |
| **Call-Off Contract** | No |
| **Delivery Date(s)** |  |
| **Grant funding deadline(s)** |  |
| **Delivery Location** | Wrexham University  Plas Coch Campus  Mold Road  Wrexham  LL11 2AW |
| **Payment Profile** | Payment in accordance with the Contract and/or the Specification |
| **Email Address for Invoices** | [**Accountspayable@wrexham.ac.uk**](mailto:Accountspayable@wrexham.ac.uk) |
| **Postal Address for invoices** | Wrexham University  PP4 Finance Office  Plas Coch Campus  Mold Road  Wrexham  LL11 2AW |
| **Premises** | Wrexham University  Mold Road  Wrexham  LL11 2AW |
| **Does the Housing Grants Construction and Regeneration Act 1996 apply?** | [Yes/No]  [If Yes – the payment provisions to be used are set out in [Part 2 of Schedule 3 (Contract Price and Payment Details) ] |
| **Quality Standards** | As set out in the Specification. |
| **Special Terms Apply** | Yes/No |

|  |  |  |
| --- | --- | --- |
| **Authorised Officer:** | | |
| **Name** | **Position** | **Contact Details** |
|  | **[At the University]** |  |
| **Contract Manager:** | | |
|  | **[At the Contractor]** |  |
| **Key Personnel (if applicable)** | | |
| **Name** | **Position** | **Contact Details** |
|  | **[At the Contractor]** |  |
|  | **[At the Contractor]** |  |

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| **Contract Management** | |
| **Management Information** | Not applicable to single purchase contracts |

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| **Insurance** | |
| **Insurance type:** | **Minimum level (in aggregate)** |
| **Employer’s Liability Insurance** | £10 Million |
| **Public Liability Insurance** | £10 Million |
| **Professional Indemnity Insurance** | £5 Million |

|  |  |
| --- | --- |
| **Addresses for Service** | |
| **Address for Official Notices (Contractor)** | [ ] |
| **Address for Official Notices (University)** | Wrexham University  Mold Road  Wrexham  LL11 2AW |

**THE PARTIES AGREE:**

PART A - Parties, Background and Operative Provisions

1. **PARTIES**
2. **UNIVERSITY** (as defined in the Contract Particulars); and
3. **CONTRACTOR** (as defined in the Contract Particulars).
4. **BACKGROUND**
5. The University invited potential suppliers (including the Contractor) to tender for the provision of the Goods.
6. On the basis of the Tender and in reliance on the representations made by the Contractor therein, the University has selected the Contractor to provide the Goods.
7. The Contractor is willing and able to provide the Goods in accordance with the terms and conditions of this Contract.
8. **DEFINITIONS**

In the Contract:

|  |  |
| --- | --- |
| **Approval** | means the prior written approval of the University. |
| **Auditor** | means an auditor appointed by the University. |
| **Authorised Officer** | is designated by the University and set out in the Contract Particulars. |
| **Change in Law** | means the coming into effect or repeal (without enactment or consolidation) in England or Wales of any Law, or any amendments or variation to any Law, or any judgement of a relevant court of law which changes binding precedent in England or Wales (in each case after the Commencement Date). |
| **Commencement Date** | is set out in the Contract Particulars. |
| **Complaint** | means an expression of dissatisfaction about the Contractor or the standard of Service delivered under the Contract or compliance or non compliance with a statutory obligation; |
| **Confidential Information** | means any information which has been designated as confidential by either Party in writing or that ought to be considered as confidential (however it is conveyed or on whatever media it is stored) including information which would or would be likely to prejudice the commercial interests of any person, prices, methodologies, trade secrets, Intellectual Property Rights, know-how of either Party and all Personal Data and sensitive data within the meaning of the DPA. |
| **Contract** | means this written agreement between the University and the Contractor consisting of this Contract, the Contract Particulars, , any Special Terms, Specification, Contractor’s Tender response, and any other document referred to in the Contract Clauses, the Schedules and the Tender |
| **Contract Manager** | is designated by the Contractor and set out in the Contract Particulars. |
| **Contract Particulars** | means the document entitled the same and which forms part of this Contract. |
| **Contract Period** | means the duration of this Contract, starting on the Commencement Date until the End Date, set out in Clause B1.1. |
| **Contract Price** | means the price (exclusive of any applicable VAT), payable to the Contractor by the University under the Contract, as set out in the Contract Particulars and Schedule 3, for the full and proper performance by the Contractor of its obligations under the Contract. |
| **Contract Year** | is a period of twelve (12) consecutive months, the first Contract Year starting on the Commencement Date, and subsequent Contract Years starting on each anniversary of the Commencement Date. |
| **Control** | is defined by section 416 of the Income and Corporation Taxes Act 1988. |
| **Data Loss Event** | any event that results, or may result, in unauthorised access to, or actual or potential loss and/or destruction of, Personal Data held by either Party pursuant to this Contract; |
| **Data Protection Legislation** | means the DPA, the General Data Protection Regulation and the Law Enforcement Directive in so far as it relates to the processing of data and all applicable laws and regulations relating to processing of personal data and privacy, including ICO guidance and codes of practice; |
| **DBS** | means the Disclosure and Barring Service (established under the Protections of Freedoms Act 2012). |
| **DBS Checks** | means the checks conforming to the procedures of the DBS. |
| **Default** | means any breach of the obligations of the relevant Party (including material breach or breach of a fundamental term or warranty) or any other default, act, omission, negligence or negligent statement of the relevant Party in connection with or in relation to the subject matter of the Contract and in respect of which such Party is liable to the other. |
| **Delivery Dates** | refers to the dates set out in the Contract Particulars for delivery of the Goods to the Delivery Location. |
| **Delivery Instructions** | means instructions for the method and timing of delivery of the Goods as stipulated by the University. |
| **Delivery Location** | means the location for the delivery of the Goods as set out in the Contract Particulars. |
| **Dispute** | any dispute, difference or question of interpretation arising out of or in connection with this Contract between the Parties, including any matter where this Contract directs the Parties to Clause D7. |
| **Dispute Notice** | means a notice served pursuant to Clause D7.1a). |
| **DPA** | stands for the Data Protection Act 2018. |
| **EIR** | means the Environmental Information Regulations 2004 (SI 2004/3391), together with any guidance and codes of practice issued by the ICO or relevant government department in relation to such regulations. |
| **End Date** | is the date this Contract actually ends, for any reason; |
| **Equipment** | means the Contractor’s equipment, plant, materials and such other items supplied and used by the Contractor in the performance of the Contract. |
| **FOIA** | means the Freedom of Information Act 2000 and any subordinate legislation made under this Act from time to time, together with any guidance and codes of practice issued by the ICO or relevant government department in relation to such legislation. |
| **Force Majeure** | means any event or occurrence which is outside the reasonable control of either Party |
| **GDPR** | stands for the General Data Protection Regulation (Regulation (EU) 2016/679); |
| **Goods** | means the goods described in the Specification to be supplied by the Contractor in accordance with the Contract |
| **Goods Warranty** | refers to the repair, support and replacement warranties applicable to any Goods sold pursuant to this Contract, in accordance with Clause B12; |
| **Grant** | refers, collectively, to any grant funding provided to the University to be used for payment of the Goods sold pursuant to this Contract, including funding from the Welsh Government, Higher Education Council for Wales, North Wales growth deal grants and/or research grants; |
| **ICO** | stands for, and refers to, the Information Commissioner’s Office; |
| **Information** | has the meaning given under section 84 of FOIA. |
| **Intellectual Property Rights** | means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in databases, moral rights, know-how and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures, marketing methods and procedures and advertising literature, including the look and feel of any websites, and **Intellectual Property** shall refer to such materials. |
| **Inventions** | means any invention, idea, discovery, development, improvement or innovation made by the Contractor or the Key Personnel pursuant to the Contract, whether or not patentable or capable of registration, and whether or not recorded in any medium. |
| **Key Personnel** | means any Key Personnel identified in the Contract Particulars as being key personnel in respect of delivery of the Contract. |
| **Law** | means any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any Regulatory Body of which the Contractor is bound to comply or which relates to the specific nature of the Goods; |
| **Month** | means a calendar month. |
| **Party** | means the Contractor or the University and **Parties** shall mean both the Contractor and the University. |
| **Premises** | means the location or the locations made available to the Contractor for the purposes of the Contract as set out in either the Contract Particulars or the Specification. |
| **Prohibited Act** | the following constitute Prohibited Acts:  (a) to directly or indirectly offer, promise or give any person working for or engaged by the University a financial or other advantage to:   * induce that person to perform improperly a relevant function or activity; or * reward that person for improper performance of a relevant function or activity;   (b) to directly or indirectly request, agree to receive or accept any financial or other advantage as an inducement or a reward for improper performance of a relevant function or activity in connection with this Contract;  (c) committing any offence:   * under the Bribery Act 2010; * under the Modern Slavery Act 2015; * under legislation creating offences concerning fraudulent acts; * at common law concerning fraudulent acts relating to this Contract or any other contract with the University; or   (d) defrauding, attempting to defraud or conspiring to defraud the University; or  (e) failure to comply with Section 146 of the Trade Union and Labour Relations (Consolidation) Act 1992;  (f) failure to pay the national minimum wage pursuant to The National Minimum Wage Act 1998 and regulations made thereunder. |
| **Property** | means the tangible items of property, other than real property, issued or made available to the Contractor and/or the Key Personnel by the University in connection with the Contract. |
| **Protective Measures** | appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it; |
| **Quality Standards** | means the quality standards published by BSI British Standards, the National Standards Body of the United Kingdom, the International Organisation for Standardisation or other reputable or equivalent body (and their successor bodies), that a skilled and experienced operator in the same type of industry or business sector as the Contractor would reasonably and ordinarily be expected to comply with (as may be further detailed in the Contract Particulars) and any other quality standards set out in the Contract Particulars. |
| **Regulatory Bodies** | means those government departments and regulatory, statutory and other entities, committees, ombudsmen and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in the Contract or any other affairs of the University. |
| **Replacement Contractor** | means any third party service provider appointed by the University to supply any Goods that are substantially the same as or similar to any of the Goods and which the University receives in substitution for any of the Goods following the expiry, termination or partial termination of the Contract. |
| **Request for Information** | shall have the meaning set out in the FOIA or EIR as relevant (where the meaning set out for the term “request” shall apply). |
| **Required Insurances** | means the insurances contained in Clause E1 Insurances and the Contract Particulars which shall be sufficient to provide the level of cover required for all risks which may be incurred by the Contractor in performance of its obligations under the Contract for so long as the Contractor shall have liability to the University. |
| **Specification** | means the description of the Goods required by the University as issued in the invitation to submit a tender and/or any other document issued by the University stipulating the Goods that are required from the Contractor and attached at Schedule 1. |
| **Staff** | means all persons (whether on a voluntary basis or not), including Key Personnel, employed or engaged by the Contractor or any Sub-Contractor to perform its obligations under the Contract together with the Contractor’s agents, suppliers and Sub-Contractors and employees or agents of Sub-Contractors used in the performance of its obligations under the Contract. |
| **Staff Vetting Procedures** | means the University’s procedures and departmental policies for the vetting, as appropriate, of personnel for:  (a) eligibility to work in the UK;  (b) the handling of information of a sensitive or confidential nature;  (c) the handling of information which is subject to any relevant security measure;  (d) where indicated in the Specification, the carrying out of regulated activity within the meaning of the Safeguarding Vulnerable Groups Act 2006; and/or  (e) where indicated on the Specification, DBS Checks. |
| **Sub-Contract:** | means any contract between the Contractor and a third party under which the Contractor agrees to source the provision of any of the Goods from that third party. |
| **Sub-Contractor** | means a contractor that enters into a Sub-Contract with the Contractor. |
| **Tender** | means the document or documents submitted by the Contractor to the University in response to the Specification as provided at Schedule 2**.** |
| **TUPE** | means the Transfer of Undertakings (Protection of Employment) Regulations 2006 (as amended). |
| **VAT** | means value added tax in accordance with the provisions of the Value Added Tax Act 1994. |
| **Warranty Period** | refers to the validity period for any Goods Warranty which is 12 months after the actual delivery date, as set out in Clause B12. |
| **Working Day** | means any day other than a Saturday or Sunday or public holiday in England and Wales. |
| **Works** | means all records, reports, documents, papers, drawings, designs, transparencies, photos, graphics, logos, typographical arrangements, software, and all other materials in whatever form, including hard copy and electronic form, prepared by the Contractor or the Key Personnel in the supply of the Goods. |

1. **INTERPRETATION**
   1. The interpretation and construction of the Contract shall be subject to the following provisions:
      1. reference to a Clause is a reference to the whole of that Clause unless stated otherwise;
      2. references to any statute, enactment, order, regulation or other similar instrument shall be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted;
      3. the words “include”, “includes” and “including” are to be construed as if they were immediately followed by the words “without limitation”;
      4. headings are included in the Contract for ease of reference only and shall not affect the interpretation or construction of the Contract;
      5. the Contract Particulars form part of the Contract and shall have effect as if set out in full in the body of the Contract and any reference to the Contract shall include the Contract Particulars;
      6. the Schedules form part of the Contract and shall have effect as if set out in full in the body of the Contract and any reference to the Contract shall include the Schedules;
      7. references in the Contract to any Clause or Schedule without further designation shall be construed as a reference to the Clause or Schedule to the Contract so numbered; and
      8. references in the Contract to any paragraph or sub-paragraph without further designation shall be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to the Contract so numbered.
   2. Terms used relating to **data privacy/protection** (but not separately defined) such as **personal data, data processor and data subject**, shall have the meaning(s) given to them in applicable Data Protection Legislation.
   3. Any obligation on the Contractor to do, or to refrain from doing, any act or thing shall include an obligation upon the Contractor to procure that all Sub-contractors and Key Personnel also do, or refrain from doing, such act or thing.
2. **OFFICIAL NOTICES**
   1. Except as otherwise expressly provided within the Contract, no notice or other communication from one Party to the other shall have any validity under the Contract unless made in writing by or on behalf of the Party sending the communication.
   2. Any notice or other communication which is to be given by either Party to the other shall be given by letter (sent by hand, registered post or by the recorded delivery service). Such letters shall be addressed to the other Party in the manner referred to in this Clause. Provided the relevant communication is not returned as undelivered, the notice or communication shall either be deemed to have been given:
      1. on the Working Day for letters sent by hand; or
      2. two (2) Working Days after the day on which the letter was posted; or
      3. sooner where the other Party acknowledges receipt of such letter.
   3. The address to send notices to each Party shall be:
      1. for the University: the address set out in the Contract Particulars; and
      2. for the Contractor: the address set out in the Contract Particulars.
   4. Either Party may change its address for service by serving a notice in accordance with this Clause.
3. **ENTIRE AGREEMENT AND CONFLICT**
   1. The Contract, and all documents comprising the Contract, constitutes the entire agreement between the Parties relating to the purchase of the Goods and supersedes and extinguishes all previous agreements, promises, assurances, warranties, representations and understandings between them, whether written or oral, relating to the Contract save that any variation agreed pursuant to Clause B1.2 (Contract Period) or Clause H1 (Contract Variation) shall be deemed to be part of this Contract.
   2. 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.
   3. In the event of and only to the extent of any conflict between the Contract Particulars, the Clauses of the Contract and any document referred to in those Clauses, the conflict shall be resolved in accordance with:
      1. the Clauses of the Contract;
      2. the Contract Particulars;
      3. the Specification;
      4. any other document referred to in the Clauses of the Contract; and
      5. the Contractor’s Tender response.

Part B - Provision of Goods

1. **CONTRACT PERIOD**
   1. This Contract applies to single purchases of Goods. This Contract starts on the Commencement Date and, unless terminated earlier in accordance with any provisions within the Contract and shall remain in force until the last day of the Warranty Period applicable to the last remaining, valid Goods Warranty.
   2. This is not intended by the Parties to be an agency contract. Subject always to Clause D6.5, the Contractor shall not be entitled to be paid any compensation from the University simply because this Contract has terminated or expired.
2. **PERFORMANCE**
   1. The Contractor shall supply the Goods in accordance with the Specification and the Tender for the Contract Price. This Contract applies to the provision of the Goods either directly by the Contractor, or indirectly through a Sub-Contractor appointed in accordance with this Contract.
   2. The Contractor acknowledges that it has made its own enquiries to satisfy itself as to the accuracy and adequacy of any information supplied to it by or on behalf of the University, including any information relating to the environmental performance requirements of the Goods, before submitting its Tender so as to be satisfied in relation to all matters connected with the performance of its obligations under the Contract.
   3. The Contractor shall be responsible for the accuracy of all drawings, documents and information supplied to the University by the Contractor in connection with the supply of the Goods. Where there are any errors or misinformation contained in any such documents or drawings relating to the Goods, and the University directly incurs any extra costs due to such errors (including where Goods need to connect to the University’s utilities supplies), the Contractor shall reimburse the University such additional costs (whether directly or by reduction in the payable Contract Price).
   4. The Contractor shall:
      1. comply with the Quality Standards, and, where applicable, shall maintain accreditation with the relevant Quality Standards authorisation body (providing such confirmation to the University on request);
      2. to the extent that the standard for the Goods has not been specified in the Contract, seek confirmation from the University as to the relevant standard of the Goods and if relevant, environmental performance requirements of the Goods, before supplying the Goods; and
      3. at all times perform its obligations under the Contract in accordance with the Law and good industry practice.
   5. The Contractor shall ensure that all Staff supplying the Goods:
      1. shall do so with all due skill, care and diligence and shall possess such qualifications, skills and experience as are necessary for the proper supply of the Goods in accordance with good industry practice; and
      2. have the right to work in the UK and are paid in accordance with national minimum wage Laws.
   6. Timely supply of the Goods shall be of the essence of the Contract only where the University notifies the Contractor of specific deadlines necessary for the University to secure Grant funding for the purchase of the Goods and/or the relevant project for which the Goods are required. Where time is of the essence, and the relevant deadline for Delivery of the Goods is missed, the:
      1. University may refuse to accept Delivery of the Goods;
      2. University shall not be liable to pay for work done by the Contractor to the relevant date; and
      3. provisions of Clause E2.3b) may apply.
   7. Delivery of the Goods must be to the correct Delivery Location within the Premises (as notified to the Contractor in the Delivery Instructions) and include unloading and stacking appropriately, where required. The University shall be responsible for ensuring all necessary access permissions are granted to the Contractor to enable delivery to the Premises. All third party carriers engaged by the Contractor or any Sub-Contractor to deliver the Goods shall at no time be an agent of the University.
   8. If the Contractor at any time becomes aware of any act or omission, or proposed act or omission by the University which prevents or hinders, or may prevent or hinder the Contractor from supplying the Goods in accordance with the Contract, the Contractor shall inform the University and the University may, at its absolute discretion, extend the period of the Contract accordingly.
   9. If the Contractor at any time becomes aware of any material matter which prevents or hinders, or may prevent or hinder the Contractor from supplying the Goods in accordance with the Contract or any Contract deadlines the Contractor shall inform the University immediately.
   10. Where this Contract is for purchases of Goods in a single batch only, this Contract is non-exclusive, and the Contractor is free to supply goods and related services to other customers at any time and the University can purchase the Goods from third parties.
   11. The Contractor shall be an independent service provider and nothing in the Contract shall create a contract of employment, a relationship of agency or partnership or a joint venture between the Parties and, accordingly, neither Party shall be authorised to act in the name of, nor on behalf of, nor otherwise bind the other Party except as expressly permitted by this Contract.
   12. Subject to B2.19, the Goods shall be delivered in accordance with any Delivery Instructions. If no time for delivery is stated in the Delivery Instructions, Goods shall be delivered between 9a.m. and 5p.m. on a Working Day.
   13. Where the Goods are delivered by the Contractor, the point of delivery shall be at the time the Goods are removed from the transporting vehicle and delivered in accordance with the Delivery Instructions. Where the Goods are collected by the University from the Contractor, the point of delivery shall be when they are loaded onto the University’s vehicle.
   14. The issue by the University of a receipt note for the Goods shall not constitute any acknowledgement of the condition or nature of those Goods. The University shall not be deemed to have accepted any Goods until it has had 3 Working Days to inspect them following delivery. Failure by the University to notify the Contractor of apparent defects on inspection within 3 Working Days shall be deemed to constitute acceptance. Restoration of latent defects in the Goods by the Contractor shall be in accordance with the relevant Goods Warranty.
   15. All Goods shall be new, properly packaged to survive transit without damage, clearly and legibly labelled and addressed. Costs for any pallets, packages or containers in which Goods are supplied shall be included in the Contract Price.
   16. Unless expressly agreed or specified in the Delivery Instructions, the University shall not accept delivery by instalments. If the University does specify or agree to delivery by instalments, delivery of any one instalment not in accordance with the Delivery Instructions shall, without prejudice to any other rights or remedies of the University, entitle the University to terminate the whole of any unfulfilled part of the Contract on written notice without further liability to the Contractor.
   17. Risk in any Goods shall pass to the University upon delivery to the Premises in accordance with the Delivery Instructions, without prejudice to any rights of rejection which may accrue to the University under the Contract or otherwise.
   18. The Contractor warrants that it has full, unencumbered title to the Goods (free from liens or charges) and that the title in any Goods shall pass to the University upon payment for the Goods in full.
   19. If the Goods are being supplied for incorporation in a wider project, the University will notify the Contractor and the Contractor will liaise with the University’s and/or any third party’s employees, consultants, contractors and their sub-contractors or any other person involved in the wider project (the “Project Team”) in the spirit of good faith and collaboration to ensure that:
       1. designs and specifications of the Goods are delivered to any member of the Project Team as may be necessary to enable the incorporation of the Goods within the wider project as soon as reasonably practicable;
       2. notwithstanding Clause B2.13, the Goods are delivered to the Delivery Location at a time reasonably requested by any member of the Project Team; and
       3. the Contractor liaises and co-operates with any member of the Project Team to resolve any issues that would prevent the Goods being incorporated into the works safely and efficiently.
   20. The Contractor acknowledges that it will not be entitled to any additional payments as a result of its compliance with either Clause B2.19 or any reasonable request of any member of the Project Team.
3. **CONTRACT MANAGER, KEY PERSONNEL AND STAFF**
   1. The Contractor shall appoint the Contract Manager. The Contract Manager shall be competent in the subject matter of this Contract and, with the exception of a Dispute, shall be able to make decisions under the Contract without the need for the matter to be escalated within the Contractor’s business. This will not limit in any way any other of the Contractor’s rights or obligations.
   2. The University may, by written notice, refuse to admit onto or withdraw permission to remain on the Premises any member of Staff whose admission or continued presence would, in the reasonable opinion of the University, be undesirable.
   3. At the University’s written request, the Contractor shall provide a list of the names of all persons who may require admission to the Premises, giving such particulars as the University may reasonably require.
   4. The Contractor shall procure that all Staff comply with such rules, regulations and requirements as may be in force and/or notified to the Contractor from time to time including those rules or requirements specifically, for example security, in connection with the Premises.
   5. The Contractor warrants that it has complied with the Staff Vetting Procedures in respect of all Staff at the Commencement Date, and will continue to comply with the Staff Vetting Procedures during the Contract Period.
4. **LICENCE TO OCCUPY AND SECURITY OF THE PREMISES**
   1. The Contractor shall only have the use of such Premises as licensee as necessary for, and in connection with, the delivery of the Goods (and any related installation) or performance of any Goods Warranty, and shall vacate the same on completion of delivery or the relevant services in connection with any Goods Warranty, or otherwise upon being given notice to do so by the University at any time during the Contract Period.
   2. The Contractor shall pay for the cost of making good any damage to the Premises caused by the Contractor or its Staff other than fair wear and tear. Damage includes damage to the fabric of the buildings, plant, fixed equipment or fittings.
   3. The Contractor shall comply with all security requirements of the University while on the Premises and shall ensure that all Staff comply with such requirements. The Contractor shall be responsible for the security of its own assets, Equipment and information used at the Premises and the University shall have no liability whatsoever howsoever arising in respect of any loss, damage, corruption, injury, cost or expense in respect of such assets, Equipment or information.
5. **PROPERTY**
   1. Any Property shall be and remain the property of the University and the Contractor irrevocably licences the University and its agents to enter upon any premises of the Contractor during normal business hours and on reasonable notice to recover any such Property. The Property shall be returned to the University at the Contractor’s cost on or before the End Date.
   2. The Contractor shall promptly notify the University if any defects, loss or damage arise in relation to the Property.
   3. The Contractor shall be liable for all loss of or damage to, the Property (excluding fair wear and tear) unless such loss or damage was caused by the University.
6. **EQUIPMENT**
   1. Except as otherwise specified in the Specification, the Contractor shall provide the Equipment to supply the Goods at its own cost. Such Equipment shall be fit for purpose, well maintained (in accordance with the manufacturer’s servicing and maintenance requirements), insured and, where necessary, fulfilling any Quality Standards and/or the requirements contained in the Specification.
   2. When using any Equipment, the Contractor shall have due regard where relevant to fuel economy and energy saving and ensure the Equipment is used in a safe manner and in conformance to the proper control requirements. This shall include clearly and accurately labelling containers to indicate their contents and ensuring that the Staff are properly instructed in such matters.
   3. The Contractor shall be responsible for the security of all Equipment used by the Contractor in connection with the Contract. The University shall not be held liable for loss, damage or injury in respect of the same.
   4. At the end of the Contract any Equipment remaining on the Premises shall, subject to Clauses D6.5f) and D6.5g), be removed at the Contractor’s expense.
7. **ENVIRONMENTAL REQUIREMENTS AND SOCIAL VALUES**
   1. The Contractor shall be required to deliver any agreed social value elements in accordance with the Well-being of Future Generations (Wales) Act 2015 and the Specification.
   2. The Contractor shall where relevant to the Specification co-operate with the University in relation to the economic, social and environmental well-being of the University’s area and shall accordingly notify the University of any best practice ideas which may improve the same.
   3. The Contractor warrants for the Contract Period and for 3 years following the End Date, that in addition to any environmental performance requirements stated in the Specification, the Goods shall comply with any environmental performance requirements set out either by the University or the Contractor in writing prior to the Commencement Date.
8. **HEALTH AND SAFETY**
   1. While on the Premises, the Contractor shall comply with any health and safety measures and Laws implemented by, or applicable to, the University in respect of the Staff and any other persons working there.
   2. The Contractor shall promptly notify the University of any health and safety hazards which may arise in connection with the performance of its obligations under the Contract.
   3. The Contractor shall notify the University immediately in the event of any incident occurring in the performance of its obligations under the Contract on the Premises where that incident causes any personal injury or damage to property.
   4. The Contractor shall comply with the requirements of the Health and Safety at Work etc Act 1974 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Staff and other persons working on the Premises in the performance of its obligations under the Contract.
   5. The Contractor shall ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the University on request.
9. **PROVISION OF MANAGEMENT INFORMATION AND MEETINGS**

Not applicable to single purchase contracts.

1. **MONITORING OF CONTRACT PERFORMANCE**

Not applicable to single purchase contracts.

1. **UNIVERSITY’S OBLIGATIONS**

Not applicable to single purchase contracts.

1. **GOODS WARRANTY & WARRANTY PERIOD**
   1. The Contractor warrants and represents that:
      1. it has full capacity, authority and all necessary consents to enter into and perform the Contract;
      2. the Contract is signed or executed (as the case may be) by a duly authorised representative or duly authorised representatives (as the case may be) of the Contractor;
      3. in entering the Contract it has not committed any Prohibited Act;
      4. as at the Commencement Date, all information, statements and representations contained in the Tender are true, accurate and not misleading and it will advise the University of any fact, matter or circumstance of which it may become aware during the Contract Period which would render any such information, statement or representation to be false or misleading;
      5. no claim is being asserted and no litigation, arbitration or administrative proceeding is presently in progress or, to the best of its knowledge and belief, pending or threatened against it or its assets which will or might affect its ability to perform its obligations under this Contract;
      6. it is not subject to any contractual obligation, compliance with which is likely to have an adverse effect on its ability to perform its obligations under the Contract;
      7. no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Contractor or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Contractor’s assets or revenue;
      8. it owns, has obtained or is able to obtain, valid licences for all Intellectual Property Rights that are necessary for the performance of its obligations under the Contract;
      9. the Contract shall be performed in a proper, skilful and workmanlike manner;
      10. the Contract shall be performed by a sufficient number of appropriately experienced, qualified and trained Staff with all due skill, care and diligence;
      11. it shall at all times comply with the Quality Standards and, where appropriate, shall maintain accreditation with the relevant Quality Standards authorisations body; and
      12. it shall at all times perform its obligations under the Contract in accordance with Law and good industry practice.
   2. The Contractor shall offer a Goods Warranty to the University for the Warranty Period, in addition to any warranty offered by the manufacturer of the relevant Goods. Such Goods Warranty shall ensure that the Goods will:
      1. be free from defects in design, material and workmanship and remain so for each Warranty Period;
      2. be so formulated, designed, constructed, finished and packaged as to be safe and without risk to health;
      3. of satisfactory quality within the meaning of the Sale of Goods Act 1979 and fit for any purpose required by the Specification or the Tender;
      4. provided in accordance with the Contract, correspond with the Specification and any environmental performance requirements made known to the Contractor or that the Contractor has stated will be achieved, drawings, samples or descriptions provided by the Contractor; and
      5. the Contractor acknowledges and agrees that the approval by the University of any designs provided by the Contractor shall not relieve the Contractor of any of its obligations under this Clause B12.2.
   3. If any of the Goods supplied are not in accordance with the Contract or the Specification, the University shall be entitled to require the Contractor to repair the Goods or to supply replacement Goods in accordance with the Goods Warranty as soon as reasonably practicable and in any event within fourteen (14) Working Days of a request to do so.
   4. The Contractor acknowledges that any breach of the warranties in Clause B12.1 and/or B12.2 and/or B12.3 shall be remedied by the Contractor at no cost to the University and within such period of time notified to the Contractor by the University. Failure to comply with the time limit specified by the University pursuant to this Clause B12. shall constitute a material breach of this Contract and this Contract may be terminated by the University pursuant to Clause D3.1 (Termination on Default).
   5. The Contractor shall notify the University if it considers that any of the requirements of this Contract in relation to the Goods (such as the Quality Standards) do not conform to, or align with, the Specifications.

Part C - Contract Price and Payment

1. **CONTRACT PRICE**
   1. The Contract Price for the Goods shall be fixed for the Contract Period (irrespective of currency fluctuations), and represent the full and exclusive remuneration due to the Contractor in respect of the provision of the Goods. Unless otherwise agreed in writing by the University, the Contract Price shall include every cost and expense of the Contractor directly or indirectly incurred in connection with the supply of the Goods, such Contract Price shall be fixed for the Contract Period and paid in GBP£ in accordance with Clause C4.3.
   2. Unless otherwise specified in the Specification, the Contract Particulars or in accordance with this Contract (including Clause G4 Law and Change in Law) the Contract Price shall remain fixed for the Contract Period in respect of the Contract.
   3. If any additional changes to the Specification are deemed necessary and are authorised in writing by the Authorised Officer, any revisions to the Contract Price shall be amended in the Contract Particulars.
2. **VAT**
   1. The Contractor shall, where it is VAT registered, be entitled to charge the University VAT in relation to the Goods provided to the University. The Contract Price shall be deemed to include VAT, where applicable.
   2. The Contractor shall indemnify the University on a continuing basis against any liability, including any interest, penalties or costs incurred which is levied, demanded or assessed on the University at any time in respect of the Contractor’s failure to account for or to pay any VAT or other liability relating to payments made to the Contractor under the Contract. Any amounts due under this Clause C2.2 shall be paid by the Contractor to the University not less than twenty (20) Working Days before the date on which the VAT or other liability is payable by the University.
3. **INVOICING**
   1. Unless otherwise specified in the Specification or the Contract Particulars, the Contractor shall invoice the University for payment of the Contract Price in accordance with Schedule 3 (or such other frequency as agreed between the Parties in writing).
   2. Every invoice shall include the purchase order number provided by the University. Invoices shall not be processed by the University until a purchase order number is provided.
   3. If, following a request by the University, the Contractor fails without due cause to provide verifiable records to evidence to the reasonable satisfaction of the Authorised Officer the due payment of the Contract Price then the University shall be entitled to withhold payment. Once evidence is provided the University shall verify the accuracy of the invoice without undue delay. Any undue delay by the University in verifying invoices pursuant to this Clause C3.3 shall not be sufficient justification for failing to regard an invoice as valid and undisputed.
   4. Each invoice shall contain the information specified in the Specification and shall as a minimum state the purchase order number and a breakdown of the Goods supplied by the Contractor to the University. The University shall be entitled to request further information in order to verify whether an invoice is valid and undisputed and the Contractor shall supply any such information requested within seven (7) days of the University making a request. VAT and any other tax payable shall be stated separately on invoices and shall be stated to be a net extra charge.
   5. Where the Contractor enters into a Sub-Contract in connection with the provision of the Goods, it must seek Approval by providing details of the relevant Sub-Contractor and their role in connection with the Contract, and it shall ensure that any Sub-Contract contains provisions having the same effect as Clauses C3.1 to C3.3, C3.6 and C4.1. This Clause C3.5 is without prejudice to any terms for earlier payment that may be agreed between the Contractor and any Sub-Contractor.
   6. Where the Contractor has submitted an invoice to the University requesting payment for any Goods that have not yet been delivered to the Premises, the Contractor acknowledges that it is a condition precedent to receiving payment for any Goods not delivered to the Premises that a vesting certificate in the form at Schedule 6 is provided and the conditions specified in paragraph 10 of the draft vesting certificate are complied with.
4. **PAYMENT**
   1. Unless otherwise agreed and subject to the terms of this Contract, or where Part 2 (Periodic Payment) to Schedule 3 applies (where stated on the Contract Particulars) the University shall pay for Goods from Delivery, in accordance with any agreed milestones, or C3.6 applies. The University shall pay valid and undisputed sums due to the Contractor in cleared funds within thirty (30) days of receipt of a valid and undisputed invoice.
   2. If the University requires additional information from the Contractor to verify and validate an invoice received from the Contractor, payment of valid and undisputed sums shall be made within thirty (30) days of receipt of such supporting documentation from the Contractor and provided that the University shall be satisfied that the invoice is valid and undisputed. The University shall be entitled to continue to request information to verify the invoice until such time as the University shall be satisfied that the invoice is valid and undisputed.
   3. The University at its discretion shall make all payments to the Contractor via the bankers’ automated clearing service (BACS) to the Contractor’s nominated bank account.
   4. Except for reasons beyond the University’s control, where the University has not made any undisputed payment to the Contractor by the due date, the University shall pay interest to the Contractor on any amount outstanding at the Bank of England’s base lending rate (from time to time), such interest shall accrue daily and be compounded monthly until payment is made, whether before or after judgement.
   5. Wherever under the Contract or any other contract between the Parties any sum of money is recoverable from or payable by the Contractor (including any sum which the Contractor is liable to pay to the University in respect of any breach of the Contract), the University may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Contractor, under the Contract.
   6. The University shall not be liable to pay the Contractor for Goods supplied in excess of those stated in the Specification or the Contract Price.
   7. The Contractor acknowledges that the nature of how the University is funded means that the University is duty bound to ensure that contractors in its supply chains are paid fairly and promptly and, in any event, within 30 days of the end of the Month in which the relevant goods, services or components were provided to the Contractor and/or the University. Where any Sub-Contractor is appointed, the Contractor must always ensure that the relevant Sub-Contractor is paid promptly and in accordance with the terms of any Sub-Contract.
5. **TAXATION, NATIONAL INSURANCE AND EMPLOYMENT LIABILITIES**

Not applicable to single purchase contracts.

Part D - Termination and Consequences of Termination

1. **TERMINATION ON INSOLVENCY OR RELATED EVENTS**

Not applicable to single purchase contracts

1. **TERMINATION ON CHANGE OF CONTROL**
   1. The Contractor shall notify the University immediately if the Contractor undergoes a change of Control. The University may terminate the Contract by notice in writing with immediate effect within six (6) Months of:
      1. being notified that a change of Control has occurred; or
      2. where no notification has been made, the date that the University becomes aware of the change of Control,

but shall not be permitted to terminate where Approval was granted before the change of Control.

1. **TERMINATION ON DEFAULT**
   1. Without prejudice to Clause D3.2 the University may terminate the Contract by giving written notice to the Contractor with immediate effect if the Contractor commits a Default and the:
      1. Contractor has not remedied the Default to the satisfaction of the University within twenty (20) Working Days, or such other period as may be specified by the University, after issue of a notice specifying the Default and requesting it to be remedied; or
      2. Default is not, in the opinion of the University, capable of remedy.
   2. Notwithstanding Clause D3.1 the University may terminate the Contract by giving written notice to the Contractor with immediate effect if:
      1. the Contractor repeatedly breaches any of the terms of this Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of this Contract; or
      2. if any of the provisions of Regulation 73(1) of the Public Contracts Regulations 2015 (the “Regulations”) apply or would apply if the Contract had been a public contract awarded pursuant to the Regulations; or
      3. any warranty given by the Contractor in this Contract is found to be untrue or misleading.
   3. If the University fails to pay the Contractor valid and undisputed sums when due, the Contractor shall notify the University in writing of such failure to pay. If the University fails to pay such valid and undisputed sums within 5 Working Days of the date of such written notice, the Contractor may suspend ongoing performance of this Contract in writing with immediate effect without liability to the University until such time as payment is made, in addition to the Contractor’s right to charge interest on such undisputed sums in accordance with Clause C4.4 provided that such right of suspension shall not apply where the failure to pay is due to the University exercising its rights under this Contract to recover sums from the Contractor.
   4. In respect of any right of the University to terminate the Contract pursuant to Clauses D1 to D3, the University may in its absolute discretion elect to terminate the Contract in whole or in part.
2. **TERMINATION FOR CONVENIENCE**

Not applicable to single purchase contracts

1. **TERMINATION EVENTS**
   1. Without affecting any other right or remedy available to it, the University may terminate this Contract with immediate effect by giving written notice to the Contractor if:
      1. the Contractor is convicted of a criminal offence which the University deems relevant to the performance of the Contract; or
      2. there is a risk or a belief by the University, that reputational damage to the University will occur as a result of the Contract continuing: or
      3. pursuant to Clause B12.2; or
      4. pursuant to Clause G3.7 of the Contract and the University elects to terminate the Contract following the procedure in Clause G3.8 (Prevention of Prohibited Acts, Fraud, Bribery and Corruption); or
      5. the Contract has been subject to a substantial variation which does not comply with any of the principles of variation in Clause H1.3 and the University elects to terminate the Contract pursuant to Clause H1.7 or Clause H1.5b) (Contract Variation); or
      6. pursuant to Clause H7.3 (Force Majeure); or
      7. pursuant to Clause H9.3 (Conflict of Interest); or
      8. pursuant to Clause F3.9 (Data Protection);or
      9. The Contractor, at the time that the Tender was awarded, had been convicted of any one or more of the mandatory grounds for exclusion from participation in the Tender as set out in Regulation 57 of PCR 2015; and
      10. The Tender should not have been awarded to the Contractor in view of a serious infringement of the obligations under the Treaty on European Union and the Treaty on the Functioning of the European Union (the TFEU) and the Public Contracts Directive 2014/24/EU that has been declared by the Court of Justice of the European Union in a procedure under Article 258 of the TFEU.
2. **CONSEQUENCES OF TERMINATION OR EXPIRY**
   1. Subject to Clauses D6.2 and D6.3, where the University terminates the Contract in whole or in part, the University shall be liable to pay to the Contractor only such elements of the Contract Price, if any, that have been properly incurred or accrued in accordance with the Contract or the affected part of the Contract prior to the time of termination provided that the Contractor evidences the same to the satisfaction of the University. If the termination or partial termination is not immediate then the Contractor shall take all reasonable steps to mitigate any such costs. Where the Contractor holds insurance, the Contractor shall reduce its unavoidable costs by any insurance sums available.
   2. Subject to Clause E2 (Indemnity and Liability), treat the Contract as discharged by the Contractor’s breach and require the repayment of a proportion of the Contract Price which has been paid together with payment of any additional expenditure over and above the Contract Price reasonably incurred by the University in obtaining replacement Goods
   3. The University shall not be liable under Clause D6.1 to pay any sum that when added to any sums paid or due to the Contractor under the Contract, exceeds the total sum that would have been payable to the Contractor if the Contract had not been terminated.
   4. The University shall:
      1. be entitled to recover from the Contractor (or its representative as the case may be) such elements of the Contract Price, if any, that have been paid in advance for Goods that have not been delivered at the End Date;
      2. be entitled to recover from the Contractor as a debt the cost reasonably incurred of making other arrangements, including those associated with appointing a Replacement Contractor, and any additional expenditure incurred by the University throughout the remainder of the Contract Period provided that the University shall take all reasonable steps to mitigate such additional expenditure;
      3. include costs associated with the time spent by its officers in terminating the Contract and making alternative arrangements for the supply of the Goods or any part of them when assessing the costs;
      4. if any sum of money owed by the Contractor to the University exceeds any sum of money owed by the University to the Contractor under this Contract then the University shall, at its sole discretion, be entitled to deduct that sum from any current or future contract between the Parties; and
      5. be entitled to recover any debt owed by the Contractor to the University through the courts of England and Wales or any other relevant jurisdiction.
   5. On termination of the Contract for any reason, and where the relevant project to which the Goods are required is also complete or otherwise terminated, the Contractor shall:
      1. immediately return to the University all Confidential Information, the University’s Intellectual Property and Personal Data belonging to the University and in its possession or in the possession or under the control of any permitted contractors or Sub-Contractors, which was obtained or produced in providing the Goods;
      2. immediately deliver to the University all Property (including materials, documents, information and access keys) provided to the Contractor under Clause D5 (Property). Such property shall be handed back in good working order and in accordance with Clause D5.1;
      3. assist and co-operate with the University to ensure an orderly transition of the Contract to any Replacement Contractor and/or the completion of any work in progress;
      4. promptly provide all information concerning the provision of the Goods which may reasonably be requested by the University for the purposes of adequately understanding the manner in which the Goods have been provided or for the purpose of allowing the University or the Replacement Contractor to conduct due diligence;
      5. grant a licence to the University or its appointed agents to enter (for the purpose of recovery) any premises of the Contractor where any of the aforementioned items in this Clause may be held;
      6. permit the University to acquire such of the Equipment owned by the Contractor in accordance with the provisions of the Specification. If no such mechanism has been provided, then the University may elect to purchase the Property at market valuation or book value (whichever is the lesser);
      7. immediately deliver to the University all Goods the Contractor is currently storing on behalf of the University pursuant to Clause C3.6.
   6. Except as otherwise expressly provided in the Contract, termination or expiry of the Contract shall be without prejudice to any rights, remedies or obligations accrued under the Contract before termination or expiration and nothing in the Contract shall prejudice the right of either Party to recover any amount outstanding at the End Date.
3. **DISPUTE RESOLUTION PROCEDURE** 
   1. If a Dispute arises out of or in connection with this Contract or the performance, validity or enforceability of it then the Parties shall follow the procedure set out in this Clause:
      1. either Party shall send to the other the Dispute Notice, setting out its nature and full particulars, together with relevant supporting documents. On service of the Dispute Notice, the Authorised Officer and the Contract Manager shall attempt in good faith to resolve the Dispute; and
      2. if the Authorised Officer and the Contract Manager are for any reason unable to resolve the Dispute within twenty (20) Working Days of service of the Dispute Notice, the Dispute shall be referred to their respective senior managers who shall attempt in good faith to resolve it; and
      3. if the Dispute is not resolved within twenty (20) Working Days of it being referred to the senior managers, the Parties will attempt to settle it by mediation in accordance with the policies adopted by the Civil Mediation University. Unless otherwise agreed between the parties, the mediator shall be nominated by the Civil Mediation University. To initiate the mediation, a Party shall serve notice in writing to the other Party, requesting a mediation. The Parties shall endeavour to commence the mediation no later than thirty (30) Working Days after the date of the request for mediation.
   2. The commencement of a Dispute or mediation shall not entitle either Party to suspend performance of the rest of this Contract (unless prevented by the very nature of the Dispute) or prevent the Parties commencing or continuing court proceedings in relation to the Dispute and Clause H12 (Governing Law and Jurisdiction) shall apply at all times.
4. **SURVIVAL**
   1. The Clauses which shall survive expiry or termination of this Contract are:

Clause D6 Consequences of Termination and Expiry;

Clause D7 Dispute Resolution Procedure;

Clause E2 Liability

Clause F1 Intellectual Property;

Clause F2 Confidentiality and Publicity;

Clause F3 Data Protection;

Clause F4 Freedom of Information and Environmental Information Regulations;

Clause F6 Record Keeping, Audit Access and Monitoring;

Clause G3 Prevention of Prohibited Acts, Fraud, Bribery and Corruption;

Clause H5 Severance;

Clause H11 Non Solicitation; and

Clause H12 Governing Law and Jurisdiction

Part E - Insurance and Liabilities

1. **INSURANCE**
   1. The Contractor shall at its own cost effect and maintain with a reputable insurance company the Required Insurances with, as a minimum, the levels of cover as set out in the Contract Particulars for the Contract Period, the duration of any Warranty Period following the End Date, and for 12 months after the expiry of the last Warranty Period. The Contractor shall similarly cause any Sub-Contractor to take out and maintain such insurance and shall remain responsible for ensuring that any Sub‑Contractor maintains insurance commensurate with the Required Insurances for the duration of the Contract. The obligations in this Clause E1.1 shall not affect the Contractor’s liability for the acts and omissions of Sub-Contractors pursuant to Clause H6.3.
   2. The cover under the Required Insurances shall be in respect of all risks which may be incurred by the Contractor, arising out of the Contractor’s performance of the Contract, including death or personal injury, loss of or damage to property or any other loss and shall be for an unlimited number of claims in any one (1) period of insurance. Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Contractor.
   3. The Contractor shall give the University, on request, copies of all insurance policies consisting of the Required Insurances or a broker’s verification of insurance to demonstrate that the Required Insurances are in place, together with receipts or other evidence of payment of the latest premiums due under those policies.
   4. If the Contractor fails to give effect to and maintain the Required Insurances, the University may make alternative arrangements to protect its interests and may recover the costs of such arrangements from the Contractor.
   5. The terms of any Required Insurances shall not relieve the Contractor of any liabilities under the Contract.
   6. The Contractor shall at all times take reasonable steps to minimise and mitigate any loss for which the University is entitled to bring a claim against the Contractor.
   7. The Contractor shall not take any action or fail to take any reasonable action or permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any insurance policy maintained pursuant to Clause E1.1.
   8. Self-insurance shall not be accepted unless previously Approved.
   9. The University reserves the right at its sole discretion to reasonably require that the minimum Required Insurances are revised.
   10. Failure by the Contractor to comply with its obligations to maintain the Required Insurances under this Clause E1 may be regarded as a material breach of this Contract and Clause D3 shall apply.
2. **LIABILITY**
   1. Nothing in the Contract shall be construed to limit or exclude either Party’s liability for:
      1. death or personal injury caused by its negligence; or
      2. fraud or fraudulent misrepresentation; or
      3. any breach of any applicable obligations implied by sections 12 of the Sale of Goods Act 1979 or 2 of the Supply of Goods and Services Act 1982 (to the extent relevant);
   2. Subject to Clause D2.1, the Contractor’s total aggregate liability in respect of the indemnities in Clauses C2.2 (VAT), C5 (Taxation, National Insurance and Employment Liability), Clause F1.5 (Intellectual Property), Clause F3 and Schedule 5 (Data Protection) (and in each case, whether before or after the making of a demand pursuant to the indemnities therein) shall be unlimited.
   3. The Contractor shall indemnify and keep indemnified the University in full from and against all claims, proceedings, actions, damages, costs, expenses and any other liabilities arising out of:
      1. damage to the Premises by Staff;
      2. late delivery of the Goods where any applicable Grant funding deadlines are missed;
      3. wilful abandonment of the Contract by the Contractor at any time; and
      4. any claim by any third party that the supply of the Goods to the University infringes the Intellectual Property Rights belonging to that third party, and where such Goods have been supplied in contravention of such third party’s Intellectual Property Rights.
   4. The Contractor shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the University or by breach by the University of its obligations under the Contract.
   5. Subject to Clause E2.1 and Clause E2.3, the liability of the University will be limited to the amount paid to the Contractor for the Goods provided in the previous Contract Year or if there is no previous Contract Year the amount paid in the current Contract Year.
   6. In no event shall either Party be liable to the other for any:
      1. loss of profits;
      2. loss of business;
      3. loss of revenue; or
      4. loss of or damage to goodwill.
   7. The University may, among other things, recover as a direct loss:
      1. any additional operational and/or administrative expenses including fines arising from the Contractor’s Default;
      2. any wasted expenditure or charges rendered unnecessary and/or incurred by the University arising from the Contractor’s Default; and
      3. the additional cost of any replacement services for the remainder of the Contract Period following termination of the Contract as a result of a Default by the Contractor.
   8. Nothing in the Contract shall impose any liability on the University in respect of any liability incurred by the Contractor to any other person, but this shall not be taken to exclude or limit any liability of the University to the Contractor that may arise in Law by virtue of either a breach of the Contract or by negligence on the part of the University, or the University’s employees, servants or agents.
   9. Under this Clause E2 (Liability) the Contractor shall be responsible as against the University for the acts or omissions of Staff and any Sub-Contractor as if they were the acts or omissions of the Contractor.

Part F - Protection of Information

1. **INTELLECTUAL PROPERTY**
   1. The University shall retain ownership of all its Intellectual Property Rights in any specifications, instructions, plans, data, drawings, databases, patents, patterns, models, designs or other material provided to the Contractor by the University.
   2. The Contractor hereby grants, or shall procure the direct grant, to the University (at no cost to the University) of a perpetual, royalty free, irrevocable and non-exclusive licence of its Intellectual Property Rights, and shall allow the University to use the Intellectual Property Rights for any purpose relating to the exercise of the business or function of the University provided in each case that such rights shall not extend to the commercial exploitation of the Contractor’s Intellectual Property Rights. This licence shall include the right to sub-licence to a third party (including any Replacement Contractor or other third party invited by the University to participate in a tendering process for the award of a contract to deliver replacement services).
   3. The Contractor shall obtain necessary approvals before using any material, in relation to the performance of the Contract which is or may be subject to any third party Intellectual Property Rights.
   4. The Contractor shall indemnify the University against all claims, demands, actions, costs, expenses (including legal costs and disbursements on a solicitor and client basis), losses and damages arising from or incurred by reason of any infringement or alleged infringement (including the defence of such alleged infringement) of any Intellectual Property Rights connected with the Goods, except to the extent that they have been caused by or contributed to by the University’s acts or omissions.
   5. At the termination of the Contract the Contractor shall at the request of the University immediately return to the University all materials, work or records held in relation to the Contract, including any back-up media.
2. **CONFIDENTIALITY AND PUBLICITY**
   1. Subject to Clause F2.2, the Parties shall keep confidential the Confidential Information of the other Party and shall use all reasonable endeavours to prevent their Staff, Sub-Contractors and/or representatives from making any disclosure to any person of any matters relating thereto both during the Contract Period and for a period of 6 years following the End Date.
   2. Clause F2.1 shall not apply to any disclosure of information:
      1. required by any applicable law, provided that Clause F4 (Freedom of Information and Environmental Information Regulations) shall apply to any disclosure required under the FOIA or the EIR;
      2. that is reasonably required by persons engaged by a Party in the performance of such Party’s obligations under this Contract;
      3. that is reasonably required by the University;
      4. where a Party can demonstrate that such information is already generally available and in the public domain otherwise than as a result of a breach of Clause F2.1;
      5. by the University of any document to which it is a party and which the Parties have agreed contains no Confidential Information;
      6. to enable a determination under Clause D7 (Dispute Resolution Procedure);
      7. which is already lawfully in the possession of the receiving Party, before its disclosure by the disclosing Party, and the disclosing Party is not under any obligation of confidence in respect of that information;
      8. by the University to any other department, office or agency of the government, provided that the University informs the recipient of any duty of confidence owed in respect of the Confidential Information; and
      9. by the University relating to this Contract and in respect of which the Contractor has given its prior written consent to disclosure.
   3. On or before the End Date, the Contractor shall ensure that all documents and/or computer records in its possession, custody or control which contain Confidential Information or relate to personal information of the University’s employees, rate-payers or service users, are delivered up to the University and/or securely destroyed.
   4. The Contractor shall not make any press announcements or publicise the Contract in any way without the University’s Approval.
   5. The University shall be entitled to publicise the Contract in accordance with any legal obligation on the University, including pursuant to FOIA, EIR or to any examination of the Contract by the Auditor.
   6. The Contractor shall not do anything, or cause anything to be done, which may damage the reputation of the University or bring the University into disrepute.
3. **DATA PROTECTION**
   1. This Contract governs the sale and purchase of Goods from the Contractor to the University. As such, the only personal data that the Parties consider will be processed between them in connection with this Contract will be personal data belonging to staff of either Party (including the Staff) as necessary to perform this Contract. With respect to the Data Protection Legislation, each Party shall process personal data belonging to, or originating from, the other Party strictly as necessary to perform this Contract and any Warranty Period only.. Personal data shall be limited to names and contact details only.
   2. The Contractor shall (and shall ensure that any sub-contractor or third party shall) comply at all times with the Data Protection Legislation and the obligations of a Data Processor in respect of Personal Data belonging to the University and shall not perform its obligations under this Contract in any such way as to cause the University to breach its obligations under the Data Protection Legislation.
4. **FREEDOM OF INFORMATION AND ENVIRONMENTAL INFORMATION REGULATIONS**
   1. The Contractor acknowledges that the University is subject to the requirements of the FOIA and the EIR. The Contractor shall:
      1. provide all necessary assistance and cooperation as reasonably requested by the University to enable the University to comply with its obligations under the FOIA and EIR;
      2. transfer to the University all Requests for Information relating to this Contract that it receives as soon as practicable and in any event within two (2) Working Days of receipt;
      3. provide the University with a copy of all Information belonging to the University requested in the Request for Information which is in its possession or control in the form that the University requires within five (5) Working Days (or such other period as the University may reasonably specify) of the University’s request for such Information; and
      4. not respond directly to a Request for Information without Approval.
   2. The Contractor acknowledges that the University may be required under the FOIA and EIR to disclose information (including Confidential Information) without consulting or obtaining consent from the Contractor. The University shall take reasonable steps to notify the Contractor of a Request for Information (in accordance with the Secretary of State’s section 45 Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the FOIA) to the extent that it is permissible and reasonably practical for it to do so but (notwithstanding any other provision in this Contract) the University shall be responsible for determining in its absolute discretion whether any information is exempt from disclosure in accordance with the FOIA and/or the EIR.
5. **DISCRIMINATION**
   1. The Contractor shall not unlawfully discriminate within the meaning and scope of any Law.
   2. The Contractor shall take all reasonable steps to secure the observance of Clause F5 (Discrimination) by its Staff.
6. **RECORD KEEPING, AUDIT ACCESS AND MONITORING**
   1. The Contractor shall keep and maintain in accordance with good accountancy practice until six years after the End Date (or as long a period as may either be agreed between the Parties or as required by Law), full and accurate records and accounts of the operation of the Contract including the Goods provided under it, this Contract and the amounts paid by the University.
   2. The Contractor shall on request afford the University, the University’s representatives and/or the Auditor such access to such records and accounts as may be required by the University from time to time.
   3. The Contractor shall provide such records and accounts (together with copies of the Contractor’s published accounts) requested under this Clause during the Contract Period and for a period of six (6) years after the End Date to the University and/or the Auditor.
   4. The University shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Contractor or delay the supply of the Goods, except insofar as the Contractor accepts and acknowledges the conduct of audits carried out by the Auditor is outside of the control of the University.
   5. The Contractor shall on demand provide the Auditor (and/or representatives of the University) with all reasonable co-operation and assistance in relation to each audit, including:
      1. all information requested by the University within the scope of the audit;
      2. reasonable access to sites controlled by the Contractor and to Equipment used in the supply of the Goods; and
      3. access to Staff.
   6. Each Party shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause F6 unless the audit reveals a material Default by the Contractor in which case the Contractor shall reimburse the University for the University’s direct costs incurred in relation to that specific audit.
7. **REPLACEMENT OF CORRUPTED DATA**

Not applicable to single purchase contracts

Part G - Obligations including Statutory Obligations

1. **HEALTH AND SAFETY**

The Contractor shall comply, and it shall procure that all Staff shall comply, with all health and safety legislation in force and any health and safety policies of the University as supplied by the Authorised Officer.

1. **CORPORATE REQUIREMENTS**
   1. Where identified to the Contractor as being relevant to the Contract, the Contractor shall be obliged to comply with, and shall ensure that Staff shall comply with, such relevant policies of the University in addition to any policies available from time to time on the University’s website which may be relevant to:
      1. equality, social value and diversity policies;
      2. health and safety policies;
      3. safeguarding policies;
      4. sustainability policies;
      5. information security rules;
      6. whistleblowing and/or confidential reporting policies;
      7. all site rules relevant to the fulfilment of the Contractor’s obligations in the supply of the Goods;
      8. Modern Slavery;
      9. rules preventing bribery by person’s associated with the University and the University’s procedures to prevent bribery by persons associated with Contractors delivering services to the University; and
      10. Ethical Code of Employment.
2. **PREVENTION OF PROHIBITED ACTS, FRAUD, BRIBERY AND CORRUPTION**
   1. The Contractor:
      1. shall not, and shall procure that the Staff, the Key Personnel and any Sub-Contractor, shall not, in connection with this Contract, commit a Prohibited Act; and
      2. warrants, represents and undertakes that it is not aware of any financial or other advantage being given to any person working for or engaged by the University, or that an agreement has been reached to that effect, in connection with the execution of this Contract or any decision relating to the Tender excluding any arrangement of which full details have been disclosed in writing to the University before execution of this Contract.
   2. The Contractor shall have a policy or policies (which shall be disclosed to the University on request) to prevent any Staff from committing a Prohibited Act and shall enforce it where appropriate.
   3. The Contractor warrants that it has not paid a commission, fee or other amount, nor agreed to pay any such commission or fee to any employee or representative of the University by the Contractor or on the Contractor’s behalf.
   4. If any breach of this Clause is suspected or known, the Contractor shall notify the University immediately.
   5. If the Contractor notifies the University that it suspects or knows that there may be a breach of this Clause G3, the Contractor shall respond promptly to the University’s enquiries, co-operate with any investigation, and allow the University to audit books, records and any other relevant documents. This obligation shall continue for 6 years following the expiry or termination of this Contract.
   6. The Contractor shall:
      1. if requested, provide the University with any reasonable assistance, at the University’s reasonable cost, to enable the University to perform any activity required by any relevant Regulatory Body, government or agency in any relevant jurisdiction for the purpose of compliance with the Bribery Act 2010; and
      2. within fifteen (15) Working Days of the Commencement Date, and annually thereafter, certify to the University in writing (such certification to be signed by an officer of the Contractor) compliance with this Clause G3 (Prevention of Prohibited Acts, Fraud, Bribery and Corruption) by the Contractor and all persons associated with it or other persons who are supplying Goods in connection with this Contract. The Contractor shall provide such supporting evidence of compliance as the University may reasonably request.
   7. The University may terminate this Contract by written notice with immediate effect if the Contractor or its Staff (in all cases whether or not acting with the Contractor’s knowledge) breaches any provisions of this Clause G3.
   8. Any notice of termination under this Clause must specify:
      1. the nature of the Prohibited Act;
      2. the identity of the party whom the University believes has committed the Prohibited Act; and
      3. the date on which this Contract will terminate.
   9. Notwithstanding Clause D7 any Dispute relating to the interpretation of this Clause or the amount or value of any gift, consideration or commission, shall be determined by the University and its decision shall be final and conclusive.
   10. Any termination under this Clause shall be without prejudice to any right or remedy that has already accrued, or subsequently accrues, to the University.
   11. If there is any breach of this Clause by the Contractor the University may separately and additionally report the incident to the relevant Regulatory Body.
3. **LAW AND CHANGE IN LAW**
   1. The Contractor shall comply at all times with applicable Laws in its performance of the Contract.
   2. If a Change in Law has a direct effect upon the Contract Price the Contractor may notify the University in writing of the full implication of the Change in Law, how it will impact on the Contract Price and request a price change.
   3. If the request for a change in the Contract Price pursuant to this Clause G4 (Law and Change in Law) is refused or is not acted upon by the University within seven (7) Working Days of notification, the Contractor may request a meeting and the Parties shall meet within ten Working Days of this request to discuss the full implications of the Change in Law on the Contract Price. If the Parties, within ten (10) Working Days of this meeting, have not agreed the occurrence or the impact of the Change in Law, the Parties will need to follow the Dispute Resolution Procedure.
   4. Any agreed additional sums payable as a result of the operation of this Clause shall result in an amended Contract Price provided that such variation to the Contract is in accordance with Clause H1 (Contract Variation). Nothing in this Contract is intended to allow the Contractor double recovery of any increase in costs.
4. **TUPE, PENSIONS AND RE-TENDERING**

Not applicable to single purchase contracts.

Part H - General Provisions

1. **CONTRACT VARIATION**
   1. Unless expressly reserved, no variation or modification to the Contract is valid unless it is in writing and signed by the University and the Contractor.
   2. The University shall be entitled to issue to the Contractor in writing a variation request requiring the addition, suspension, reduction or cessation of provision of any Goods and/or the provision of Goods in an emergency.
   3. Any variation to the Contract shall adhere to the following principles:
      1. the scope and nature of possible modifications or options and conditions of use stated in the Specification;
      2. the variation shall not alter the overall nature of the Contract; and
      3. the requirements of Regulation 72 of the Public Contract Regulations 2015 (as amended) (where relevant).
   4. The Contractor shall notify the University of the associated proposed charge, calculated in accordance with and pro-rata the rates and prices used to calculate the Contract Price, for effecting the requested variation.
   5. If the Contractor is unable to provide or meet the variation to the Contract or where the Parties are unable to agree a change to the Contract Price, the University may:
      1. agree that the Parties continue to perform their obligations under the Contract without the variation; or
      2. terminate the Contract with immediate effect.
   6. If the Parties agree a variation, the Contractor shall carry out such variation and be bound by the same provisions so far as is applicable, as though such variation was stated in the Contract.
   7. Notwithstanding any provision in this Clause H1 the University may decide in its absolute discretion acting reasonably that it shall instead of processing a variation of the Contract proceed with termination pursuant to Clause D5.1e).
2. **RIGHTS AND REMEDIES**

The rights and remedies provided under this Contract are in addition to, and not exclusive of, any rights or remedies provided by law.

1. **THIRD PARTY RIGHTS**
   1. A person who is not a Party shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Contract.
   2. The rights of either Party to terminate, rescind or agree any variation, waiver or settlement under this Contract are not subject to the consent of any other person.
2. **WAIVER**
   1. A failure or delay by a Party to exercise any right or remedy provided under this Contract or by law shall not constitute a waiver of that or any other right or remedy, nor shall it prevent or restrict any further exercise of that or any other right or remedy. No single or partial exercise of any right or remedy provided under this Contract or by law shall prevent or restrict the further exercise of that or any other right or remedy.
   2. A waiver of any right or remedy under this Contract or by law is only effective if given in writing and served in accordance with the notice provisions and shall not be deemed a waiver of any subsequent breach or default.
3. **SEVERANCE**

If any provision or part-provision of this Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part-provision shall be deemed deleted. Any modification to or deletion of a provision or part-provision under this Clause H5 shall not affect the validity and enforceability of the rest of this Contract.

1. **ASSIGNMENT, SUB-CONTRACTING AND RESPONSIBILITY**
   1. The Contractor shall not assign, novate, sub-contract or in any other way dispose of the Contract or any part of it without Approval.
   2. Where the University has provided Approval to Sub-Contracts, copies of each Sub-Contract shall (and/or any additional information requested by the University in relation to the Sub-Contractor shall) be supplied to the University as soon as reasonably practicable following a request from the University in relation to the same.
   3. Sub-contracting any part of the Contract shall not relieve the Contractor of any of its obligations or duties under the Contract.
   4. The Contractor shall be fully responsible for all acts and omissions of its Sub-Contractors.
   5. The University shall have the absolute right (on written notice) to require the Contractor to replace any appointed Sub-Contractor (in such timeframes as the University considers appropriate) where the Sub-Contractor places the Contractor in breach of the Contractor’s obligations pursuant to this Contract. The Contractor must ensure that the right to terminate any sub-contract pursuant to this Clause H6.5 is reflected in the relevant sub-contract.
   6. The University may assign, novate or otherwise dispose of its rights and obligations under the Contract or any part thereof to:
      1. any other body established under statute to substantially perform any of the functions that had previously been performed by the University;
      2. any private sector body which substantially performs the functions of the University; or
      3. any other body established by the University to substantially perform any of the functions that had previously been performed by the University; or
      4. as required by Law,

on written notice to the Contractor, only where any such assignment, novation or other disposal shall not increase the burden of the Contractor’s obligations under the Contract.

* 1. In respect of Sub-Contractors, the following shall apply:
     1. prior to the Commencement Date, the Contractor shall inform the University of the name, contact details, legal representatives and if relevant, the European Single Procurement Document, of each Sub-Contractor;
     2. any changes to the information notified to the University pursuant to Clause H6.7a) including any change to the Sub-Contractor engaged by the Contractor in the provision of the Goods; and
     3. the University shall have the absolute right to require the Contractor to replace a Sub-Contractor for any reason whatsoever whether or not there are compulsory or non- compulsory grounds for doing so pursuant to Regulation 57 of the Public Contracts Regulations 2015 (as amended).

1. **FORCE MAJEURE**
   1. Neither Party shall be liable for failure to perform its obligations under the Contract if such failure results from any Force Majeure Event.
   2. Each Party shall be entitled to, totally or partially, suspend the date or dates for delivery of the Goods where a Force Majeure Event has occurred, until the circumstances of the Force Majeure event have ceased. The suspension shall not give rise to any claim by either Party against the other nor entitle the Contractor to terminate the Contract.
   3. Where a Force Majeure Event occurs, the directly affected Party shall notify the other Party in writing, setting out details of the relevant Force Majeure Event, its nature, impact and likely duration and steps it is taking to mitigate its effects (to the extent possible).
   4. Where a Force Majeure Event threatens to cause the University to miss any deadline for Grant funding in connection with the Goods and/or relevant project for which the Goods are required, the University may notify the Contractor in writing prior to the expiry of the date in Clause H7.5 and seek alternative options (at the University’s discretion) in relation to provision of the Goods.
   5. If a Force Majeure Event prevents either Party from performing its obligations under the Contract in any material respect for a continual period of 30 consecutive days, with no reasonable prospect of resumption in the foreseeable future, then without prejudice to any accrued rights or remedies under the Contract, either Party may terminate the Contract by notice in writing to the other Party having immediate effect.
2. **DISRUPTION AND BUSINESS CONTINUTY**
   1. The Contractor shall take reasonable care to ensure that in the performance of its obligations under the Contract it does not disrupt the operations of the University, its employees or any other Contractor employed by the University.
   2. The Contractor shall immediately inform the University of any actual or potential industrial action, whether such action will be by their own employees or others, which affects or might affect its ability at any time to perform its obligations under the Contract.
3. **CONFLICT OF INTEREST**
   1. The Contractor shall take appropriate steps to ensure that neither the Contractor nor any Staff are placed in a position where (in the reasonable opinion of the University), there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor or Staff and the duties owed to the University under the provisions of the Contract.
   2. The Contractor shall promptly notify the University (and provide full particulars to the University) if any conflict referred to in Clause H9.1 arises or is reasonably foreseeable.
   3. The University reserves the right to terminate the Contract immediately by giving notice in writing to the Contractor and/or to take such other steps it deems necessary where, in the reasonable opinion of the University, there is or may be an actual conflict, or a potential conflict, between the pecuniary or personal interests of the Contractor and the duties owed to the University under the provisions of the Contract. The actions of the University under this Clause shall not prejudice or affect any right of action or remedy which shall have accrued or shall thereafter accrue to the University.
4. **COSTS AND EXPENSES**

Each of the Parties will pay their own costs and expenses incurred in connection with the negotiation, preparation, execution, completion and implementation of this Contract.

1. **NON SOLICITATION**

Not applicable to single purchase contracts.

1. **GOVERNING LAW AND JURISDICTION**
   1. This 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 the laws of England and Wales.
   2. Each Party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims).
2. **WELSH LANGUAGE STANDARDS**

The Contractor shall comply with the provisions of the Welsh Language Standards and any similar scheme or similar standards that the University shall have in force from time to time.

1. **WELL-BEING OF FUTURE GENERATIONS (WALES) ACT 2015**
   1. The Contractor acknowledges that, under the Well-being of Future Generations (Wales) Act 2015 the University is required to consider how services which the University procures, improve the economic, social and environmental well-being of the area of the University.
   2. The Contractor shall ensure that, in providing the Goods, it improves the economic, social and environmental well-being of the area of the University in accordance with the requirements of the Specification and the Tender.

|  |
| --- |
| **In witness whereof the Parties have signed this Contract the [ ] day of 20[2]** |
| **Signed by the University**  **WREXHAM UNIVERSITY**  Signature:  Position:  Dated:  Signature:  Position:  Dated: |
| **Contractor**  Signature:  Name:  Position:  Dated:  Signature:  Name:  Position:  Dated: |

1. - Specification (ATTACH)
2. - Tender (ATTACH)
3. - Contract Price and Payment Details (Attach pricing schedule)
4. - Submitting Invoices

Each invoice shall be sent electronically and shall include the following information:

* 1. Purchase order number;
  2. Quantities per item;
  3. The description of goods or services provided;
  4. Itemised additional costs;
  5. The price per item;
  6. The total invoice value + VAT at the appropriate rate;
  7. The location/site where the goods are to be delivered;
  8. The name of the person who placed the order and
  9. Date of delivery.

Invoices and credit notes shall conform to the following criteria:

* 1. The file shall be in PDF format.
  2. Each PDF shall contain only 1 invoice/credit note.
  3. The PDF shall not have security applied.
  4. Documents other than invoices and credit notes shall not be included or attached.
  5. Non PDF documents such as JPEG’s, Word documents, Excel spread sheets shall not be processed.

1. - Periodic Payment

If the Specification or Contract Particulars state that Housing Grants, Construction and Regeneration Act compliant periodic payment terms are to apply the following shall be applicable:

* 1. The Contract Price shall be calculated and paid in instalments in accordance with the Contract Price included in the Pricing Schedule annexed as Part 4 of this Schedule 3.
  2. The Contractor shall submit to the University an application for each instalment of the Contract Price, together with any supporting documents that are listed in Part 1 of this Schedule 3 or are reasonably necessary to consider the application. The application and supporting documents (if any) shall specify the sum that the Consultant considers will become due on the payment due date in respect of the instalment of the Contract Price, and the basis on which that sum is calculated.
  3. Payment shall be due on the date the University receives each invoice.
  4. No later than ten days after payment becomes due, the University shall notify the Contractor of the sum that the University considers to have been due at the payment due date in respect of the payment and the basis on which that sum is calculated (the **“Payment Notice”**).
  5. The final date for payment shall be 30 days after the date on which payment becomes due.
  6. Subject to clause 9 of this Part 2 of Schedule 3 and unless the University has served a notice under clause 7 of this Part 2 of Schedule 3, it shall pay the Contractor the sum referred to in the Payment Notice under clause 4 of this Part 2 of Schedule 3 (or, if the Employer has not served a Payment Notice under clause 4 of this Part 2 of Schedule 3 the sum referred to in the invoice referred to in clause 2 of this Part 2 of Schedule 3) (in this clause 9, the **“Notified Sum”**) on or before the final date for payment of each application.
  7. Not less than five days before the final date for payment (in this clause 9, the **“Prescribed Period”**), the University may give to the Contractor notice that it intends to pay less than the Notified Sum (in this clause 9, a **“Pay Less Notice”**). Any Pay Less Notice shall specify:
     1. the sum that the payer considers to be due on the date the notice is served; and
     2. the basis on which that sum is calculated.
  8. If the University fails to pay an amount due to the Contractor by the final date for payment and fails to give a Pay Less Notice under clause 7 of this Part 2 of Schedule 3 simple interest shall be added to the unpaid amount from the final date for payment until the actual date of payment, calculated in accordance with Clause C4.4.
  9. Notwithstanding clauses 6 and 7 of this Part 2 of Schedule 3, if the Contractor becomes insolvent after the Prescribed Period, the University shall not be required to pay the Contractor the Notified Sum on or before the final date for payment.
  10. Any provisions of the Contract that do not conflict with this Part 2 of Schedule 3 shall continue to apply.
  11. The Contractor acknowledges that notwithstanding any of the other provisions in this Part 2 of Schedule 3 or any of the other provisions in the Contract, where the application contains an application for the payment of any Goods that have not yet been delivered to the Premises, it is a condition precedent to receiving payment for any such Goods not delivered to the Premises that a vesting certificate in the form at Schedule 6 to the contract is provided and the conditions specified in paragraph 10 of that vesting certificate are complied with.

1. - Milestone Payments

Not applicable to single purchase contracts

1. - Pricing Schedule (to be attached)
2. - Monitoring of Contract Performance, Management Information and Key Performance Indicators

Not applicable to single purchase contracts

1. - Data Protection

Not applicable to single purchase contracts.

1. - Form of Vesting Certificate

*ON HEADED NOTEPAPER OF CONTRACTOR*

[Employer’s Details and Address]

*[DATE]*

Dear Sirs,

Vesting Certificate in relation to Invoice Ref [xx]

In consideration of the payment of £1, receipt of which we acknowledge, we write in relation to the ownership of certain off-site plant, materials, goods and items.

1. This letter relates to the following:

## A contract for the supply of Goods between us dated [xx] (**Contract**).

## The Goods are to be delivered to [ ] (**Property**) where they are to be incorporated into [ ] (Works).

## The items listed in the appendix to this letter (Listed Items), are to be stored off-site prior to their delivery to the Property for incorporation into the Works.

1. We warrant that the Listed Items:

### Have been manufactured or prepared and are ready for incorporation in the Works and are intended to be incorporated in the Works.

### Are our absolute and unencumbered property. However, on payment of our invoice ref [xx], under and in accordance with the Contract, they will immediately become your absolute and unencumbered property. At that time, we, our sub-contractors, suppliers, servants and agents and any other third party shall have no property in any part or all of them, no claim to part or all of them and no lien or charge over part or all of them.

### Are in accordance with the Contract. In the event that they are not in accordance with the Contract, we acknowledge that you may reject them and instruct us that they shall immediately re-vest in us and be entirely at our risk.

### Are, at our cost, insured against loss or damage for their full value under a policy of insurance protecting our interests and your interests, in our and your joint names for a period no shorter than the period from the date of payment of the invoice referred to at paragraph 7 to the date of delivery of the Listed Items to (or adjacent to) the Property. Upon your request, we shall provide you, your servants or agents with a copy of the relevant insurance policy and/or allow you, your servants or agents to inspect the original insurance policy that effects such insurance.

1. At the premises where the Listed Items have been manufactured or assembled or are stored, we warrant that:

### They clearly identify that they are held to your order (or to the order of another person, whom you have notified to us);

### They clearly identify that they are to be delivered to (or adjacent to) the Property.

### They are set apart;

### They have been clearly and visibly marked, individually or in sets, in a manner agreed between us, in a way that such marks will remain legible until they are delivered to (or adjacent to) the Property; and

### They will be stored to your satisfaction.

1. The Listed Items will be delivered to (or adjacent to) the Property to suit the agreed programme for the Works notified to us. In the event of the termination of the Contract for any reason (including, without limitation, our insolvency or breach of contract), we shall, at our cost, deliver the Listed Items to (or adjacent to) the Property or to an alternative location for the purposes of storage, as instructed by you. If we fail to promptly perform that delivery, you may enter any premises and, at our cost, collect them and take them to (or adjacent to) the Property or to any location for the purposes of storage.
2. The Listed Items may be inspected at any time by you, your servants or agents.
3. For the purposes of this letter, you and we have agreed that:

### A person who is not a party to this letter shall not have any rights under or in connection with it, but you may assign the benefit of this letter to any person. Any reference to you in this letter includes your permitted assignees.

### Any notice sent under this letter shall be sent in accordance with the Contract.

### In the event of any dispute or difference under this letter, that dispute or difference shall be settled in the same way as a dispute or difference under the Contract and shall be subject to the same governing law and jurisdiction as the Contract.

### This letter is without prejudice to the terms of the Contract, which shall continue to be binding and of full effect and shall not be amended, waived or affected by this letter.

### Without prejudice to the previous paragraph of this letter, we shall indemnify and hold you harmless from all costs, claims, demands, losses and expenses of whatsoever nature arising from any breach or non-observance of any of the terms contained in this letter.

Please acknowledge receipt and acceptance of this letter by signing, dating and returning the enclosed copy.

Yours faithfully,

................................................................

**[ ]**

We hereby acknowledge receipt and accept the contents of this letter

Signed .....................................................

**[ ]**

Date ........................................................

1. Listed Items

|  |  |  |  |
| --- | --- | --- | --- |
| **Item** | **Description** | **Mark** | **Value** |
| [ ] | [ ] | [ ] | [ ] |
| [ ] | [ ] | [ ] | [ ] |
| [ ] | [ ] | [ ] | [ ] |

These Listed Items are held/stored at: [LOCATION].