

General Conditions of Purchase for Goods and Services

September 2018



1. Definitions

"UWE" means University of the West of England, Bristol.

"Supplier" means the person firm or company to whom the Purchase Order is addressed and any employees, Sub-Contractors or agents of said person, firm or company.

"Goods" means the materials, articles, works and Services described in the Contract.

"Package" means any type of package including bags, cases, carboys, cylinders, drums, pallets, tank wagons and other containers.

"Authorised Officer" means any UWE employee authorised, either generally or specifically, in accordance with UWE Financial Regulations to sign Purchase Orders.

"Authorised" means signed by one of UWE Authorised Officers.

"Purchase Order" means UWE Authorised Purchase Order referring to these General Conditions of Purchase on its face.

"Order Amendment" means UWE Authorised Order Amendment or series of Order Amendments, each Order Amendment having precedence over any earlier Order Amendment.

"Contract" has the meaning given in Condition 2 below.

"Price" has the meaning given in Condition 3 below.

"Regulations" means the Public Contract Regulations 2015 or any other law relating to the procurement of Goods or Services by UWE.

"Brexit" means the earlier of (i) the point at which the United Kingdom is no longer bound to comply with the terms of the Treaties; or (ii) the point at which any phased transition arrangement agreed between the United Kingdom and the European Union leading to the withdrawal of the United Kingdom from the European Union commences;

"Regulated Activity Provider" is as defined in section 6 of the Safeguarding Vulnerable Groups Act 2006.

"Regulated Activity" is in relation to children as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006.

"Results" means patents, trade marks, service marks, design rights, copyright (including all copyright in any designs and computer software), inventions, trade secrets, know-how, apps, confidential information, registerable business names and all other intellectual property rights and rights of a similar character in any part of the work (whether or not the same are registered or capable of registration), and all applications and rights to apply for protection of any of the same;

"Sale of Goods Act 1979" shall mean the Sale of Goods Act 1979 as amended by the Sale and Supply of Goods Act 1994.

"Services" means the services to be delivered in accordance with the specification or work schedule attached to the Purchase Order.

"Supply of Goods and Services Act 1982" shall mean the Supply of Goods and Services Act 1982 as amended by the Sale and Supply of Goods Act 1994.

"Sub-Contractor" means those persons with whom the Supplier enters into a Sub-Contract or its or their servants or agents, and any third party with whom that third party enters into a Sub-Contract or its servants or agents.

"Sub-Contract" means any contract between the Supplier and a third party pursuant to which the Supplier agrees to source the provision of the Goods and/or Services (wholly or partly) from that third party.

“TUPE” means Transfer of Undertakings (Protection of Employment) Regulations 2006 or as amended.

2. The Contract

The Supplier agrees to sell and UWE agrees to purchase the Goods and Services in accordance with the Contract. The Contract shall comprise (in order of precedence): any Order Amendments, the Purchase Order, these General Conditions of Purchase, any other document (or part document) referred to on the Purchase Order. The Contract shall not include any of the Supplier’s conditions of sale, notwithstanding reference to them in any document. However, should this Contract be held by a court of competent jurisdiction to include the Supplier’s terms and conditions of sale then in the event of any conflict or apparent conflict these General Conditions of Purchase shall always prevail over the Supplier’s terms and conditions of sale. Delivery of Goods in response to a Purchase Order or Order Amendment shall be taken to imply that the Supplier has accepted the terms and conditions of this Contract.

The Supplier should not undertake any work or supply any Goods or Services without first receiving an authorised UWE Purchase Order.

3. Price

The Supplier will sell UWE the Goods for the firm and fixed Price stated in the Contract. If no Price is stated in the Contract then the Price shall be a fair Price, taking into account prevailing market conditions.

The Price shall include storage, packing, insurance, delivery, installation and commissioning (as applicable) but shall exclude VAT.

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

4. Variations

UWE shall have the right, before delivery, to send the Supplier an Order Amendment adding to, deleting or modifying the Goods. If the Order Amendment will cause a change to the Price or delivery date then the Supplier must suspend performance of the Contract and notify UWE without delay, calculating the new Price and delivery date at the same level of cost and profitability as the original Price. The Supplier must allow UWE at least 10 working days to consider any new Price and delivery date. The Order Amendment shall take effect when but only if an Authorised Officer accepts in writing the new Price and delivery date within the time the Supplier stipulates. If the UWE Authorised Officer fails to confirm the Order Amendment within the time the Supplier stipulates then performance of Contract shall immediately resume as though the said Order Amendment had not been issued (except that

UWE may still exercise UWE right of cancellation in accordance with Condition 5).

5. UWE right of cancellation

In addition to UWE's other rights of cancellation under this Contract, UWE may cancel the Purchase Order and any Order Amendment thereto at any time by sending the Supplier a notice of termination. The Supplier will comply with any instructions that UWE may issue with regard to the Goods. If the Supplier submits a termination claim then UWE will pay to the Supplier the cost of any commitments, liabilities or expenditure which in UWE's reasonable opinion were a consequence of this Contract at the time of termination. The total of all payments made or due to the Supplier under this Contract, including any termination payment, shall not exceed the Price. If the Supplier fails to submit a termination claim within 3 months of the date of UWE's notice of termination then UWE shall have no further liability under the Contract.

6. Quality and Description

- (a) The Goods shall:
- (i) conform in every respect with the provisions of the Contract;
 - (ii) be capable of all standards of performance specified in the Contract;
 - (iii) be fit for any purpose made known to the Supplier expressly or by implication and in this respect UWE rely on the Supplier's skill and judgment;
 - (iv) be new (unless otherwise specified on the Purchase Order) and be of sound materials and skilled and careful workmanship;
 - (v) correspond with their description or any samples, patterns, drawings, plans and specifications referred to in the Contract;
 - (vi) be of satisfactory quality
 - (vii) comply with any current legislation.
- (b) Unless specifically required under the Contract, there shall be no asbestos content in the Goods.

7. Work on UWE premises

If the Contract involves any works or services which the Supplier performs on UWE premises then the following conditions shall apply:

- (a) The Supplier shall ensure the Supplier and the Supplier's employees, the Supplier's Sub-Contractors and their employees and any other person associated with the Supplier will adhere in every respect to the obligations imposed on the Supplier by current safety legislation.
- (b) The Supplier shall ensure that the Supplier and the Supplier's employees, the Supplier's Sub-Contractors and their employees and any other personnel associated

with the Supplier will comply with any Regulations that UWE may notify to the Supplier in writing.

8. Progress and inspection

- (a) The Supplier shall at the Supplier's expense provide any programmes of manufacture and delivery that UWE may reasonably require. The Supplier shall notify UWE without delay in writing if the Supplier's progress falls behind or may fall behind any of these programmes.
- (b) UWE shall have the right to check progress at the Supplier's works or the works of Sub-Contractors at all reasonable times, to inspect and to reject Goods that do not comply with the Contract. The Supplier's Sub-Contracts shall reserve such rights for UWE.
- (c) Any inspection or approval shall not relieve the Supplier from the Supplier's obligations under this Contract.

9. Package

Unless otherwise stated in the Contract, all Package shall be non-returnable. If the Contract states that Package is returnable, the Supplier must give UWE full disposal instructions before the time of delivery. The Package must be clearly marked to show to whom it belongs. The Supplier must pay for the cost of all carriage and handling for the return of the Package. UWE shall not be liable for any Package lost or damaged in transit.

10. Safety

The Supplier shall observe all legal requirements of the United Kingdom, European and relevant international agreements in relation to health, safety and environment, and in particular to the making of hazardous Goods, the provision of data sheets for hazardous materials, and all provisions relating to food.

11. Delivery and Collection

- (a) The Goods shall be properly packed, secured, despatched and delivered at the Supplier's expense in good condition at the time or times and the place or places specified in the Contract.
- (b) If the Supplier or the Supplier's carrier deliver any Goods at the wrong time or to the wrong place then UWE may deduct from the Price any resulting costs of storage or transport.

12. Late delivery

If the Goods or any part of them are not delivered by the time or times specified in the Contract UWE may by written notice cancel any undelivered balance of Goods. UWE may also return for full credit and at the Supplier's expense any Goods that in UWE's opinion cannot be utilised owing to this cancellation. In the case of services, UWE may have the work performed by alternative means and any additional costs reasonably so incurred shall be at the Supplier's expense. This shall not affect any other rights that UWE has.

13. Property and risk

- (a) The Supplier shall bear all risks of loss or damage to the Goods until they have been delivered and shall insure accordingly.
- (b) Ownership of the Goods shall pass to UWE:
 - (i) When the Goods have been delivered but without prejudice to UWE's right of rejection under this Contract, and
 - (ii) if UWE make any advance or stage payment, at the time such payment is made, in which case the Supplier must as soon as possible mark the Goods as UWE property.

14. Acceptance

UWE shall have the right to reject the Goods in whole or in part whether or not paid for in full or in part within a reasonable time of delivery if they do not conform with the requirements of the Contract. It is agreed that UWE may exercise the right of rejection notwithstanding any provision contained in section 11 or section 15A or section 30 (subsections 2A and 2B) or section 35 of the Sale of Goods Act 1979. UWE shall give the Supplier a reasonable opportunity to replace the Goods with new Goods that conform with this Contract, after which time UWE shall be entitled to cancel the Purchase Order and purchase the nearest equivalent Goods elsewhere. In the event of cancellation under this condition the Supplier shall promptly repay any moneys paid under the Contract without any retention or offset whatsoever. Cancellation of the Purchase Order under this condition shall not affect any other rights UWE may have. The Supplier must collect all rejected Goods within a reasonable time of rejection or UWE shall return them to the Supplier at the Supplier's risk and expense.

15. Payment

- (a) Unless otherwise agreed in writing, the Supplier shall only be entitled to invoice UWE after delivery of the Goods or performance of the Services, as appropriate, unless otherwise agreed in writing by the Authorised Officer. It is the Supplier's responsibility to ensure that each invoice issued to UWE is correct.

- (b) Where the Supplier submits an invoice to UWE, UWE will consider and verify that invoice in a timely fashion. The Supplier's invoice must be addressed to the Head of Financial Services at UWE and must quote the full Purchase Order number. UWE shall not be held responsible for delays in payment caused by the Supplier's failure to comply with UWE invoicing instructions.
- (c) UWE shall pay the Supplier any sums due under such an invoice no later than a period of 30 days from the date of the invoice.
- (d) Where UWE fails to comply with 15(a) and there is undue delay in considering and verifying the invoice, the invoice shall be regarded as valid and undisputed for the purposes of paragraph 15(b) after a reasonable time has passed.
- (e) Where the Supplier enters into a Sub-Contract, the Supplier shall include in that Sub-Contract:
 - (i) Provisions having the same effect as clauses 15(b) – (d) of this Agreement; and
 - (ii) A provision requiring the counterparty to that Sub-Contract to include in any Sub-Contract which it awards provisions having the same effect as clauses 15(b) – (e) of this Agreement.
 - (iii) In clause 15(e), "Sub-Contract" means a contract between two or more Suppliers, at any stage of remoteness from UWE in a Sub-Contracting chain, made wholly or substantially for the purpose of performing (or contributing to the performance of) the whole or any part of this Agreement.

16. The Supplier's warranty

It is expressly agreed between UWE and the Supplier that;

- (a) The Supplier shall promptly make good at the Supplier's expense any defect in Goods that UWE discover under proper usage during the first 12 months of actual use or 18 months from the date of acceptance by UWE whichever period shall expire first. Such defects may arise from the Supplier's faulty design the Supplier's erroneous instructions as to use or inadequate or faulty materials or poor workmanship or any other breach of the Supplier's obligations whether in this Contract or at law.
- (b) Repairs or replacements will themselves be covered by the above warranty but for a period of 12 months from acceptance by UWE.
- (c) The Supplier will ensure that compatible spare parts are available to facilitate repairs (where applicable) for a period of at least 10 years from the date of delivery of the Goods.

17. Indemnity and Insurance

- (a) The Supplier shall indemnify UWE against all loss, actions, costs, claims, demands, expenses and liabilities whatsoever (if any) which UWE may incur either at common law or by statute in respect of personal injury or death of any person or in respect of any loss or destruction of or any damage to property (other than as a result or neglect of UWE or of any person for whom UWE is responsible) which shall have occurred in connection with any work executed by the Supplier under this Contract or shall be alleged to be attributable to some defect in the Goods.
- (b) A Purchase Order is given on the condition that (without prejudice to the generality of Condition 17(a) the Supplier will indemnify UWE against all loss, costs, claims, demands, expenses and liabilities whatsoever (if any) which UWE may incur either at common law or by statute (other than as a result of any default or neglect of UWE or of any person for whom UWE's employees, agents, Sub-Contractors or other representatives while on UWE premises whether or not such persons are (at the time of such injury or deaths are caused) acting in the course of their employment.
- (c) The Supplier will indemnify UWE against any and all loss, costs, expenses, and liabilities caused to UWE whether directly as a result of the action, claim or demand of any third party by reason of any breach by the Supplier of these conditions or of any terms or obligations on the Suppliers part implied by the Sale of Goods and Services Act 1982 or by any other statute or statutory provision relevant to the Contract or to Goods or work covered thereby. This indemnity shall not be prejudiced or waived by any exercise of UWE rights under Condition 14.
- (d) The Supplier shall hold satisfactory insurance cover with a reputable insurer to fulfil the Supplier's insurance obligations for the duration of this Contract including professional indemnity insurance cover with a minimum limit of indemnity of £5 million, if applicable, public liability insurance cover with a minimum limit of indemnity of £5 million. The Supplier shall affect insurance against all those risks arising from the Supplier's indemnity in Condition 17(c). Satisfactory evidence of such insurance and payment of current premiums shall be shown to UWE upon request.
- (e) The Supplier shall ensure that insurance policies are taken out with reputable insurers acceptable to UWE and that the level of cover and other terms of insurance are acceptable and agreed by UWE.
- (f) The Supplier shall comply with all terms and conditions of the insurance policies at all times. If cover under the insurance policies shall lapse or not be renewed or be changed in any material way or if the Supplier is aware of any reason why the cover under the insurance policies may lapse or not be renewed or be changed in any material way, the Supplier shall notify UWE without delay.
- (g) Save where liability cannot be excluded by law and save where there has been fraud or fraudulent misrepresentation, the total liability of the Supplier shall be £5,000,000 per claim.

18. Recovery of sums due

Whenever under the Contract any sums of money shall be recoverable from or payable by the Supplier, they may be deducted from any sums then due, or which at any later time become due to the Supplier under this Contract or under any other contract the Supplier may have with UWE.

19. Matters beyond control

If either party is delayed or prevented from performing its obligations under this Contract by circumstances beyond the reasonable control of either party, (including without limitation any Act of God, Act of Government or State, war, fire, civil commotion, insurrection or industrial action of third parties) such performance shall be suspended, and if it cannot be completed within a reasonable time after the due date as specified in the Purchase Order then the Contract may be cancelled by either party. UWE shall pay to the Supplier such sum as may be fair and reasonable in all the circumstances of the case in respect of work performed by the Supplier under the Purchase Order prior to cancellation but only in respect of work of which UWE has received full benefit as originally contemplated in the Contract. This provision can only have effect if it is called into operation by the party wishing to rely on it giving written notice to the other to that effect.

20. Articles on loan and use of information

- (a) All tools, materials, drawings, specifications and other equipment and data ("the Articles") loaned by UWE to the Supplier in connection with the Contract shall remain UWE property and be surrendered to UWE on demand in good and serviceable condition (fair wear and tear allowed) and are to be used by the Supplier solely for the purpose of completing the Contract. The Supplier agrees that no copy of any of the articles will be made without consent in writing of an Authorised Officer. Until the Supplier returns all the articles to UWE they shall be at the Supplier's risk and insured by the Supplier at the Supplier's own expense against the risk of loss, theft or damage. Any loss of or damage to such articles shall be made good by the Supplier at the Supplier's expense. All scrap arising from the supply of such articles must be disposed of at UWE discretion and all proceeds of sales of such scrap must be promptly paid to UWE in full.
- (b) Any information derived from UWE property or otherwise communicated to the Supplier in connection with the Contract shall be kept secret and confidential and shall not without the consent in writing of an Authorised Officer, be published or disclosed to any third party, or made use of by the Supplier except for the purpose of implementing the Contract.

21. Ownership of Results

If the Contract involves design and /or development work:

- (a) All rights in the Results arising out of or deriving from this Contract, including inventions, designs, copyright and knowledge shall be UWE property and UWE shall have the sole right to determine whether any letters patent, registered design, trademark and other protection shall be sought.
- (b) The Supplier shall promptly communicate to UWE all such Results and shall if requested and at UWE expense do all acts and things necessary to enable UWE or UWE's nominee to obtain letters patent, registered designs and other protection for Results in all territories and to assign the same to UWE or UWE's nominee.
- (c) The Supplier shall ensure that all technical information (including computer programs and programming information) arising out of or deriving from this Contract is held in strict confidence except for any such information which becomes public knowledge other than by breach of this Contract.

22. Infringement of Patents etc

With the exception of Goods made to UWE design or instructions, the Supplier warrants that neither the Goods nor UWE use of them or the Results will infringe any patent registered design trade mark copyright or other intellectual property right of a third party and undertakes to indemnify UWE against all actions claims demand cost charges and expenses arising from or incurred by reason of any infringement of any such right.

23. Non-observance of conditions

If the Supplier breaches or fails to observe any provision of this Contract UWE may give the Supplier written notice of such breach or non-observance and the Supplier shall have 28 days from receipt of the notice in which to rectify the breach or non-observance. If you fail to rectify the breach or non-observance then UWE shall have the right to give the Supplier written notice terminating the Contract with immediate effect.

24. The Supplier's insolvency

If the Supplier becomes insolvent or bankrupt or (being a company) makes an arrangement with the Supplier's creditors or has an administrative receiver or administrator appointed or commences to be wound up (other than for the purposes of amalgamation or reconstruction) UWE may without replacing or reducing any other rights of UWE terminate the Contract with immediate effect by written notice to the Supplier or any person whom the Contract may have become vested.

25. Assignment and Sub-Contracting

The Contract shall not be assigned by the Supplier. The Supplier shall not subcontract any part of the Contract without UWE written consent (such consent not to be unreasonably withheld), but UWE shall not refuse such consent unreasonably. The restriction contained in this condition shall not apply to Sub-Contracts for materials for minor details or for any part of which the makers are named in the Contract. The Supplier shall be responsible for all work done and Goods supplied by all Sub-Contractors. The Supplier should be aware that any request to Sub-Contract the delivery of Goods and or Services may result in a termination of the contract in circumstances where the Regulations apply.

26. Anti-Bribery and Corruption

In connection with this or any other Contract between the Supplier and UWE the Supplier shall not give, provide, nor offer to UWE staff and agents any loan, fee, reward, gift or any emolument or advantage whatsoever. In the event of any breach of this Condition UWE shall, without prejudice to any other rights UWE may possess, be at liberty forthwith to terminate this and any other Contract and to recover from the Supplier any loss or damage resulting from such termination.

Compliance with the Bribery Act 2010

- 1.1 The Supplier shall:
 - (a) comply with all applicable laws, statutes, Regulations, and codes relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010;
 - (b) not engage in any activity, practice or conduct which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010 if such activity, practice or conduct had been carried out in the UK;
 - (c) have and shall maintain in place throughout the term of this agreement its own policies and procedures, including adequate procedures under the Bribery Act 2010, to ensure compliance with clause 1.1(b) and will enforce them where appropriate;
 - (d) promptly report to UWE any request or demand for any undue financial or other advantage of any kind received by the Supplier in connection with the performance of this agreement.
- 1.2 The Supplier shall ensure that any person associated with the Supplier who is performing Services in connection with this agreement does so only on the basis of a written Contract which imposes on and secures from such person terms equivalent to those imposed on the Supplier in this clause 1. The Supplier shall be directly liable to UWE for any breach by such persons of Clause 1.1.
- 1.3 UWE shall be entitled to give a written notice to the Supplier to terminate this agreement forthwith if the supplier or any person employed or acting on the Suppliers behalf has committed an offence under the Bribery Act 2010

27. Waiver

A failure at any time to enforce any provision of the Contract shall in no way affect the right at a later date to require complete performance of the Contract; nor shall the waiver of the breach of any provision be taken or held to be a waiver of any subsequent breach of the provision or be a waiver of the provision itself.

28. Notice

All notices and communications required to be sent by the Supplier or UWE in this Contract shall be made in writing and sent by first class mail and if sent to the Supplier sent to the Supplier's registered or head office and if sent to UWE sent to Director of Finance, University of the West of England, Frenchay Campus, Coldharbour Lane, Bristol BS16 1QY and shall be deemed to have reached the party to whom it is addressed on the next business day following the date of posting.

29. Amendment

No addition alteration or substitution of these conditions will bind UWE or form part of the Contract unless and until accepted in writing by UWE

30. Data Protection

The Supplier shall comply with UWE's data protection policy and relevant obligations under the Data Protection Act 2018, the General Data Protection Regulation 2016 or any other relevant legislation and associated codes of practice when processing personal data relating to any employee, worker, customer, student, consultant, Supplier or agent of UWE. Where applicable the Supplier shall sign a written agreement with UWE (Data Processing Agreement) in instances where the Supplier is deemed to be a data processor processing information on behalf of UWE. The Supplier must notify the University without undue delay (and within 48 hours) after becoming aware of a personal data breach.

31. Promotion of Contracts

The promotion of any agreement between the Supplier and UWE shall only be made after confirmation in writing is obtained by UWE stating that this is acceptable. Under no circumstances should the Price agreed between the Supplier and UWE be made available to any other third party unless agreed in writing by UWE. This includes the promotion of an agreement on the Supplier's web-site or any other promotional material.

32. Safeguarding

- (a) Where the Supplier is a Regulated Activity Provider with ultimate responsibility for the management and control of any Regulated Activity provided under the Contract for the purposes of the Safeguarding Vulnerable Groups Act, 2006, the Supplier warrants that it shall:
 - i) ensure that all individuals engaged in the Regulated Activity are subject to a valid enhanced disclosure check for the Regulated Activity undertaken through the Disclosure and Barring Service; and
 - ii) monitor the level and validity of the checks under this clause for each member of staff together with any other person appointed by the Supplier to carry out or facilitate the Services;
 - iii) not to employ or use the Services of any person who is barred from, or whose previous conduct or records indicate that he or she would not be suitable to carry out a Regulated Activity or who may otherwise present a risk to service users.
- (b) The Supplier warrants that at all times for the purposes of this Contract it has no reason to believe that any person who is or will be employed or engaged by it in the provision of carrying out or facilitating the Services is barred from the activity in accordance with the provisions of the Safeguarding Vulnerable Groups Act 2006 and any Regulations made thereunder, as amended from time to time.
- (c) The Supplier shall refer information about any person carrying out or facilitating the Services to the Disclosure and Barring Service where it removes permission for such person to carry out or facilitate the Services (or would have, if such person had not otherwise ceased to carry out or facilitate the Services) because, in its opinion, such person has harmed or poses a risk of harm to service users.
- (d) Where UWE raises a concern to the Supplier about a person carrying out or facilitating the Services where, in UWE's reasonable opinion, such person has harmed or poses a risk of harm to any service users, the Supplier shall immediately investigate such a concern and where appropriate, ensure that such person is suspended from carrying out or facilitating the Services and observe the other provisions of this clause.
- (e) The Supplier shall immediately notify UWE of any information that it reasonable requests to enable it to be satisfied that the obligations of this clause have been met.

33. Equality Legislation

- (a) If the Supplier, its agents, staff or Sub-Contractors are required to deliver Goods and/or perform the Services (or any part thereof) on UWE's premises or alongside its employees or students on any other premises, the Supplier shall take all reasonable steps to ensure observance to the UWE's equal opportunities policy by such agents, staff or Sub-Contractors.

- (b) The Supplier shall not discriminate, whether directly or indirectly, or by way of victimisation or harassment, contrary to the Equality Act 2010 on the grounds of age, disability, gender reassignment, race, religion or belief, sex or sexual orientation. The Supplier shall take all reasonable steps to secure the observance of this obligation by its agents, staff or Sub-Contractors engaged by it in relation to the Service.
- (c) The Supplier warrants that its own practices and procedures comply with the Equality Act 2010 and that its employees are fully trained on matters relating to the prevention of unlawful discrimination, are suitably qualified and experienced and shall fulfil their duties in a professional and ethical manner, consistent with UWE's commitment to equal opportunities and high standards of behaviour.
- (d) The Supplier shall provide such information as UWE requires about the Supplier's policies and practices concerning the prevention of unlawful discrimination and the promotion of equal opportunities both in terms of employment and customer service.
- (e) The Supplier shall notify UWE promptly in writing as soon as the Supplier becomes aware of any proceedings brought against the Supplier under the Equality Act 2010 in relation to any Contract.
- (f) If a finding of unlawful discrimination contrary to the Equality Act 2010 is made against the Supplier or against UWE arising from the Supplier's conduct, UWE will require the Supplier to take immediate remedial steps to prevent further recurrences.
- (g) If the Supplier enters into any Sub-Contract as Authorised in connection with the Contract, the Supplier shall impose equivalent obligations on its Sub-Contractors with regard to equal opportunities.

34. The UK's decision to leave the European Union.

- 34.1 Neither Brexit, nor any fluctuations in the GBP exchange rate (whether resulting directly or indirectly from Brexit), shall affect in any way the obligations of either party under this Contract and neither party shall be entitled to rely on Brexit and/or any fluctuations in the GBP exchange rate to make any claim against the other, whether for additional time, money or otherwise, on any basis, including for the avoidance of doubt in contract, tort or equity.
- 34.2 An event of Brexit and/or any fluctuations in the GBP exchange rate (whether resulting directly or indirectly from Brexit) shall not permit either party to vary and/or to terminate this Contract (or any part of this Contract) save where that party is otherwise entitled to vary and/or terminate the Contract (or any part of this Contract).
- 34.3 Both parties acknowledge that they have assessed the potential impact of Brexit on their ability to perform their obligations under this Contract and have taken all associated risks into account when entering into this Contract.

34.4 Both parties acknowledge and agree that any impact of Brexit on their ability to perform their obligations under this Contract shall not be deemed to be a Force Majeure Event for the purposes of Clause 19 of this Contract.

35. Confidentiality and Freedom of Information

The Supplier shall take note that any information supplied to UWE maybe covered by the Freedom of Information Act. The Supplier accepts that even if information is requested to be held as confidential, then UWE may be required under the Freedom of Information Act to disclose such information to other parties. In such cases, the Supplier accepts that UWE will not be held liable for any resulting impacts to the Suppliers business incurred as a result of such disclosure.

The Supplier shall keep confidential all information connected with the business of UWE which comes to the Supplier's knowledge under or as a result of the Contract and shall not disclose it to any third party or use if other than for performance of the Services except:

- a) with the prior written agreement of UWE
- b) by requirement or law; or

to satisfy a request under the Freedom of Information Act 2000 where disclosure is deemed to be necessary and not covered by any of the exemptions available under the Act.

36. Waste Electrical and Electronic Equipment (WEEE) Directive

For all Goods purchased by UWE from the Supplier within the scope of the WEEE Directive, all costs, including transportation and administration, associated with the end of life recycling, re-use or disposal of such Goods, shall be for the account of the Supplier unless UWE chooses to sell or otherwise dispose of the Goods at the end of the equipment's life at UWE. UWE reserves the right to operate this clause at the beginning of a Contract by the Supplier taking responsibility for a like quantity of existing equipment in UWE's ownership - in such cases the Supplier is released from recycling, re-use or disposal costs incurred at the end-of life of the newly purchased equipment. This clause applies to electrical and electronic equipment purchased before the WEEE Directive comes into force.

37. RoHS (Restriction of the use of certain hazardous substances in electrical equipment) Directive

All Goods supplied to UWE after 1st July 2006 must be fully in compliance with the RoHS Directive, regardless of when the original Contract was entered into. The Supplier will

indemnify UWE against any costs, fines or any other detrimental impacts as a result of a breach of this clause.

38. Criminal Finances Act 2017

UWE and its subsidiaries, conduct their activities with integrity, transparency and fairness. They are committed to the prevention of the facilitation of tax evasion as they recognise the importance of fostering a positive culture of tax compliance and maintaining the confidence of students, staff, partner organisations, other customers and the tax authorities.

UWE and its subsidiaries do not and will not work with others who do not share their commitment to preventing the facilitation of tax evasion.

39. TUPE

Under regulation 5(4a) of TUPE. Suppliers will provide any information that is requested of them concerning areas relating to individuals under the TUPE.

40. Modern Slavery

In accordance with the requirements of the Modern Slavery Act 2015 UWE is committed to ensuring that there is no slavery or human trafficking in its supply chains or in any part of its business. Suppliers providing Goods or Services to UWE warrant that they have thoroughly investigated their labour practices and those of its direct Suppliers, to ensure that there is no slavery or forced labour used anywhere in their organisation or by any direct Suppliers or Sub-Contractor to their organisation.

The Supplier shall ensure that (where relevant) it complies with the provisions of the Modern Slavery Act 2015.

41. Law

This Contract shall be subject to English Law and the jurisdiction of the English Courts.